

**Colorado Water Conservation Board
Water Supply Reserve Grant
Arickaree River Well Retirement Program
Final Project Summary
November 19, 2009**

Task 1: Analysis of Well Retirement Benefits and Mechanism for Retirement

The investigation of well retirement benefits involved obtaining information from the engineering firm of Helton and Williamsen, the Division of Water Resources, and Colorado State University. Each of these entities analyzed the impacts of retirements in different ways, but they all concluded that the retirement of wells close to the Arickaree would result in real benefits for flow.

The development of a mechanism by which TNC could positively influence well owners to enroll in either the CREP or EQIP for permanent well retirement was accomplished working with the Republican River Water Conservation District, TNC attorneys, and the Colorado Division of Water Resources. Through these discussions, TNC determined that the best mechanism for offering added incentives to well owners was to develop private, two-party contracts between TNC and individual well owners that set out specific per-acre incentive payments that would be paid based on the well owner's successful enrollment into CREP or EQIP and the permanent retirement of their well permit.

This task is 100% complete.

Task 2: Well Owner Recruitment and Contracting

Description of task including methods that were used to accomplish the task and identify who would undertake the task and description of the major deliverables/products that were produced through the successful completion of the task: TNC and the Republican River Water Conservation District worked together to identify and recruit well owners who might choose to participate in the opportunity.

Specifically, the District first sent a letter to a set of well owners whose wells were located near the ecologically important live reach of the Arickaree and that had been identified by CSU research as of particular value to the flows in the Arickaree if retired.

Subsequently, TNC contacted each of these well owners and inquired if they were interested in learning more about the opportunity. This led to face-to-face meetings between TNC and five (5) different producers who owned one or more wells near the Arickaree. Based on those meetings, TNC and two landowners have proceeded to develop contracts that will come into full effect when and if they are fully enrolled in either CREP or EQIP and their well permits are permanently retired.

One well owner (Rehor) signed a contract with TNC, fully enrolled in CREP, and permanently retired two wells since application was made for WSRA funds and since the grant was awarded to TNC. TNC's contract with the well owner and the well owner contracts with the Republican River Water Conservation District and the US Department of Agriculture are provided as documentation of completion of this task.

Negotiations with the second landowner for enrollment in EQIP or CREP were not successful and have been concluded relative to the term of the grant agreement.

The final invoice being submitted to CWCB will cover the costs associated with the Rehor wells, which are permanently retired.

This task is 100% complete.

WELL RETIREMENT AGREEMENT
(The Nature Conservancy - Rehor)

THIS WELL RETIREMENT AGREEMENT (this "Agreement") is made this 20th day of August, 2007 between Earl Rehor, residing at the address appearing on the signature page of this document, its successors and assigns, as well owner (the "Well Owner"), and THE NATURE CONSERVANCY, a non-profit corporation organized and existing under the laws of the District of Columbia and having its Colorado Program Office located at 2424 Spruce Street, Boulder, CO 80302, (the "Conservancy").

WHEREAS, the Conservancy wishes to provide a financial incentive in the form of a monetary payment (the "Payment") in exchange for the Well Owner entering into the Republican River Conservation Reserve Enhancement Program (the "CREP") to permanently retire the agricultural groundwater well or wells belonging to the Well Owner in Yuma County, Colorado and more particularly described on Exhibit A, attached hereto and made a part hereof (the "Well(s)", and to abandon all water rights associated with the Wells.

WHEREAS, the Well Owner intends to apply to, is eligible to be accepted into, and intends to formally enroll in the CREP by contract with the Republican River Water Conservancy District and the United States of America (the "CREP Contracts"), which will result in the Well Owner permanently retiring his or her Well(s) and permanently ceasing irrigation on the lands enrolled in the CREP;

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

1. Enrollment in CREP. The provisions of this Agreement depend on the Well Owner's enrollment in the Republican River CREP. Should the Well Owner fail to enroll in the CREP for any reason, all the operation of this Agreement shall be null and void, and neither the Well Owner nor the Conservancy shall have any further obligations hereunder.
2. Well Retirement. The Well Owner shall permanently retire his or her Well(s) and abandon all water rights associated therewith in accordance with the provisions of final Republican River CREP Contracts that come into force legally and the terms of which are fully performed. The Well Owner will abide by all of the requirements of his or her CREP Contracts for his or her Well(s), the associated property, and land uses. Concurrent with the execution of this Agreement, the Well Owner agrees to execute a Memorandum of a Agreement (the "Memorandum") in the form attached hereto as Exhibit B which Memorandum the Conservancy shall have the right to record in the land records of Yuma County, at its sole cost and expense, upon payment by the Conservancy to Well Owner, pursuant to paragraph 3.
3. Payment. Within one (1) year following the later of a) the Well Owner's permanent enrollment in CREP or b) permanent retirement and cancellation of the permit for the

the Conservancy's business and shall have no liability for any claim or loss of business or interruption of operations, or any consequential damages for indirect losses whatsoever.

7. Notices. Notice from one party to the other shall be deemed to have been properly given if mailed by first class or certified mail, postage prepaid, to the other party at the respective addresses which appear in this Agreement or to the attention of any other individual or to any other location specified by the Conservancy in writing to Well Owner or by Well Owner to the Conservancy.
8. Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
9. Waiver. The waiver of one breach of any term, condition, covenant, obligation or agreement of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.
10. Attorneys' Fees. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs for enforcement of the provisions of this Agreement.
11. Entire Agreement. Time is of the essence. All prior agreements between the Conservancy and Well Owner related to the subject of this Agreement are incorporated herein, which constitutes the entire Agreement between the parties and shall be intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.
12. Headings. The headings appearing at the beginning of each paragraph of this Agreement are intended only for convenience of reference and are not to be considered in construing this Agreement.

Exhibit A

Legal Description of Well Location

That certain agricultural groundwater well(s) situated in Yuma County, Colorado, more particularly described and located as follows:

Well Permit Number 11957-F

Township 4 South, Range 47 West of the 6th P.M.

Section 17, Southwest Quarter

Well Permit Numbers 24199-F and 25807-FP (one well for two fields)

Township 3 South, Range 48 West of the 6th P.M.

Section 29, West One-half

Exhibit B

Memorandum of Agreement

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
The Nature Conservancy)
Western Resource Office)
2424 Spruce Street, Suite 100)
Boulder, Colorado 80302)
Attn: Western Regional Attorney)
(space above this line reserved for recorder's use)

MEMORANDUM OF AGREEMENT
(The Nature Conservancy - REHUR)

THIS MEMORANDUM OF AGREEMENT, made and entered into this 20th day of December, 2007, by Earl Rehur, its successors and/or assigns, whose address is 304 Ivy, Yuma, CO 80759 (the "Well Owner") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, and having its Colorado Program Office whose address is 2424 Spruce Street, Boulder, CO 80302 (the "Conservancy").

WITNESSETH:

A. Well Owner is the owner of certain real property located in the County of Yuma, State of Colorado (the "Property") as is more particularly described in the attached Exhibit A, incorporated herein by this reference.

B. The Conservancy desires to provide a financial incentive to Well Owner to enroll in the Republican River Conservation Reserve Enhancement Program (the "CREP") to permanently retire the agricultural groundwater well or wells (the "Wells") and to abandon all associated water rights (the "Water Rights") belonging to the Well Owner on the Property.

C. All the terms, covenants and conditions, and consideration for such agreement between Well Owner and the Conservancy is set forth in that certain Well Retirement Agreement by and between Well Owner and the Conservancy dated on or about August 20th, 2007 (the "Agreement"). By this reference, the Agreement is incorporated in and made a part of this Memorandum of Agreement.

NOW, THEREFORE, Well Owner and the Conservancy hereby agree as follows:

1. That upon all of the terms, covenants and conditions, and for the consideration set forth in the Agreement, Well Owner hereby agrees to permanently retire his or her Well(s) and abandon associated Water Rights in accordance with the provisions of the final CREP contract

and will abide by all of the requirements of his or her CREP contract for his or her Wells, the associated Water Rights, Property, and land uses.

2. The Conservancy shall pay the Well Owner in accordance with the terms set forth in the Agreement.

3. This Memorandum of Agreement shall not be deemed to modify, alter or amend in any way the provisions of the Agreement. In the event any conflict exists between the terms of the Agreement and this instrument, the terms of the Agreement shall govern and determine for all purposes the relationship between Well Owner and the Conservancy and their respective rights and duties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of the date first written above.

THE CONSERVANCY:

WELL OWNER:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

By: [Signature]
Its Carlton Colorado Director
Date: 12/21/07

REHOR-ORTNER G.P.
by Earl Rehor
Date: 12-20-07

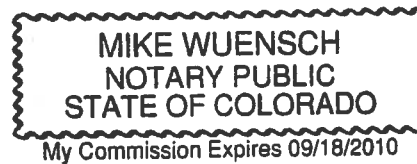
STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 21 day of December, 2007, before me personally appeared William Ulfelder to me known to be the EO Director of the Nature Conservancy and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.
[SEAL]

[Signature]
Notary Public

My Commission expires on 9/18/2010, 200 .



STATE OF Colorado)
) ss.
COUNTY OF Yuma)

The foregoing instrument was acknowledged before me by
Earl Rehor this 20 day of December, 2007

Witness my hand and official seal.

[SEAL]

Clara Keller
Notary Public

My commission expires: _____, 200__.

My Commission expires May 05, 2008

This form is available electronically.

CRP-1
(03-26-04)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior CCR approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

7. COUNTY OFFICE ADDRESS (Include Zip Code):

Yuma County FSA Office
247 North Clay Street
Wray, Colorado 80758-1320

TELEPHONE NUMBER (Include Area Code): (970) 332-3107

1. ST. & CO. CODE & ADMIN.
LOCATION

08-125

2. SIGN-UP NUMBER

36 RR CREP

3. CONTRACT NUMBER

1649 A

4. ACRES FOR ENROLLMENT

241.6

5. FARM NUMBER

5630

6. TRACT NUMBER(S)

11043

8. OFFER (Select one)

GENERAL

ENVIRONMENTAL PRIORITY

9. CONTRACT PERIOD

FROM:
(MM-DD-YYYY)TO:
(MM-DD-YYYY)

11-01-2007

09-30-2022

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre

\$ 116.28

11. Identification of CRP Land (See Page 2 for additional space)

B. Annual Contract Payment

\$ 28,093

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated
Cost-Share

C. First Year Payment

\$ 25,713

11043

3

CP2

113.0

(Item 10C applicable only to continuous signup when
the first year payment is prorated.)

11043

4

CP2

121.6

11043

6

CP2

7.0

12. PARTICIPANTS

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

Ortner General Partnership
5588 County Road 34
Yuma, Colorado 80759-9222

(2) SHARE

100 %

(3) SOCIAL SECURITY NUMBER:

7756

(4) SIGNATURE

Norma Ortner

DATE (MM-DD-YYYY)

06/21/2008

B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

(If more than three individuals are signing, continue on attachment.)

(If more than three individuals are signing, continue on attachment.)

13. CCC USE ONLY - Payments according
to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE (MM-DD-YYYY)

YUMA COUNTY FSA

WRAY COLORADO 2008

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985 (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 8109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 288, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-0934 (voice and TDD). USDA is an equal opportunity provider and employer.

☒ Original - County Office Copy☐ Owner's Copy☐ Operator's Copy

Form RRWCD-WAE 1001

RRWCD CONTRACT # 06CR233YNAME: Rehor-Ortner General PartnershipPERMIT/DECREE NO.: 24199-FP/25807-FP

**REPUBLICAN RIVER WATER CONSERVATION DISTRICT WATER ACTIVITY
ENTERPRISE-PARTICIPANT AGREEMENT
TO SUPPLEMENT THE REPUBLICAN RIVER CREP**

THIS AGREEMENT is made and entered into this 11th day of July, 2007, between the Republican River Water Conservation District Water Activity Enterprise ("Enterprise"), whose address is 410 Main Street, Suite 8, Wray, Colorado 80758, and the undersigned, referred to herein as the "Participant." The Enterprise and the Participant are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, a Memorandum of Agreement has been entered into between the United States Department of Agriculture (USDA), Commodity Credit Corporation (CCC), and the State of Colorado to implement the Republican River Conservation Reserve Enhancement Program (CREP); and

WHEREAS, the CCC has the authority under the provisions of the Food Security Act of 1985, as amended (16 U.S.C. § 3830 et seq.), and the regulations at 7 CFR part 1410 to perform all its activities contemplated by the Republican River CREP Agreement; and

WHEREAS, the Enterprise has entered into an Agreement with the State of Colorado to act on behalf of the State of Colorado as it pertains to water retirement associated with the Republican River CREP; and

WHEREAS, the State Engineer administers the waters of the Republican River and its tributaries in Colorado and serves as commissioner for Colorado to the Republican River Compact Administration pursuant to Section 13 of Article XII of the State Constitution and Articles 67 and 80 of Title 37 of the Colorado Revised Statutes; and

WHEREAS, the Colorado Ground Water Commission supervises the exercise of all rights acquired to the use of designated ground water pursuant to Article 90 of Title 37 of the Colorado Revised Statutes; and

WHEREAS, the Colorado Water Conservation Board protects the waters of Colorado for the benefit of the present and future inhabitants of the state pursuant to Article 60 of Title 37 of the Colorado Revised Statutes;

WHEREAS, the USDA provides annual rental payments and cost-share as an incentive to retire irrigated cropland and plant it to an approved conservation practice under the Republican River CREP; and

WHEREAS the Participant seeks to offer irrigated cropland into the Republican River CREP through the submission of a CRP-1 Contract to the appropriate County FSA office, and has met Enterprise eligibility requirements as outlined in this Agreement; and

WHEREAS, the Participant desires to enter into a CRP-1 contract with the USDA to retire irrigated cropland and plant it to an approved conservation practice; and

Form RRWCD-WAE 1001

WHEREAS, the Republican River Water Conservation District ("District") was formed for the purpose of cooperating with and assisting the State of Colorado to carry out the State's duty to comply with the limitations and duties imposed upon the State by the Republican River Compact; and

WHEREAS, the District established the Enterprise pursuant to Article 45.1 of Title 37 of the Colorado Revised Statutes; and

WHEREAS, retiring or changing the use of irrigation water in the Republican River Basin in Colorado will assist the State of Colorado in carrying out the State's duty to comply with the limitations and duties imposed upon the State by the Republican River Compact; and

WHEREAS, the Board of Directors of the District, acting as the Governing Board of the Enterprise, has authorized the Enterprise to make payments to producers approved to participate in the Republican River CREP by USDA as an additional incentive to retire or change the use of irrigation water in the Republican River Basin.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Upon meeting USDA and RRRWCD eligibility requirements and being offered a CRP-1 Contract, the Participant will sign said CRP-1 contract with USDA to participate in the Republican River CREP on irrigated acres located within the following farm:

a. FSA Contract Number(s): _____

b. Type of land conversion (check all applicable types):

☐ Surface

☒ Ground

c. Irrigated land to be converted:

Number of acres: 234.8

Legal description: 2 circles in the W1/2 of Section 29, Twp 35, Rng 48W

d. Mortgage(s) or lien(s) on the property:

1. Name of mortgage or lien holder: None

2. Address: _____

3. Phone number: _____

4. Contact person: _____

This Agreement is not binding upon either party until such time a fully executed copy of the CRP-1 Contract between the participant and USDA is attached hereto as Exhibit A ("the CRP-1 Contract").

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2. The Participant owns or has the right to use the following well permit to use designated ground water in the Northern High Plains Designated Ground Water Basin, or a decreed right to use ground or surface water located within the Republican River Basin, and that has been used to irrigate the irrigated land being offered for enrollment in the Republican River CREP as identified in the CRP-1 Contract:
- a. Well Permit No. or Court Decree Case No.:
- 24199-FP/25807-FP
- b. Well location or Point of Diversion:
- SE-NW 29-3S-48W
- c. Maximum annual volume the appropriation in acre-feet and the maximum pumping rate in g.p.m. or the decreed rate in cubic feet per second:
- 725 AF
- d. Name and address of the owner of the well permit or decreed ground or surface water right if other than the Participant:
- Same
- e. If the Well Permit listed in paragraph 2.a is part of a commingled system, list all other Well Permits that are part of the commingled system:
- _____
- f. If the well listed in paragraph 2.b has been decreed as an alternate point of diversion for another water right, list the Court Case No. approving the well as an alternative point of diversion:
- _____
- g. If a decreed surface water right has been used to irrigate the irrigated land being offered for enrollment in the CRP-1 Contract, list the Case No. of any Court decree changing the point of diversion or place of use of the surface water right, including any decree approving an alternate point of diversion:
- _____
3. The Participant agrees that water will not be withdrawn or diverted under the permit or the decreed ground or surface water right listed in paragraph 2.a above to irrigate the irrigated acres offered in the CRP-1 Contract, or for any other purpose, except as permitted during the first twelve (12) months after the CRP-1 Contract date, or later as authorized by USDA, if and when necessary to establish the vegetative conservation cover as outlined in an approved conservation plan, and except as permitted in paragraphs a below. Further, the Participant agrees as follows:

Form RRWCD-WAE 1001

- a. With regard to retirement of a surface water right: Upon final execution and approval of the CRP-1 Contract, the Participant agrees to make Application for a Change of Water Right to the District Court for Water Division 1, State of Colorado, to change the use of the water right associated with the eligible and approved irrigated acres on the CRP-1 Contract from irrigation use to in-stream flow purposes, including assisting the State of Colorado to comply with the Republican River Compact by leaving water in the stream that could otherwise be diverted and consumed. Participant authorizes the Colorado Water Conservation Board and the Enterprise to file and prosecute the application to change the use of the water right and hereby agrees to dedicate use of the water right to the State of Colorado, Colorado Water Conservation Board, and the District for such purposes. Upon approval of the application by the District Court for Water Division 1, the water right shall thereafter be administered in perpetuity by the State Engineer for such purposes. Further, upon filing the application for a Change of Water Right, the Colorado Water Conservation Board and the Enterprise may seek approval of a substitute water supply plan to use the water right for such purposes. If an alternate point of diversion has been approved for the surface right, the Participant agrees that the surface water right may not be diverted at the alternative point of diversion.
- b. With regard to retirement of a right to use designated ground water: Upon final execution and approval of the CRP-1 Contract, the Participant agrees to abandon the right to use of designated ground water pursuant to the well permit listed in paragraph 2.a above, except as permitted in paragraph 3 above, and to submit to the Colorado Ground Water Commission a Well Owner's Statement and Request to Cancel a Well Permit for the well permit listed in paragraph 2.a above. Where the eligible and approved irrigated acres on the CRP-1 Contract can be irrigated by more than one well permit (e.g., where commingling has been approved), the Participant agrees to
- (1) procure certified well pump test for all wells that may irrigate any of the acres within the participant's farm. Wells must have been tested not more than six months prior to the date of this agreement and not more than 10 days removed from the test dates of other wells in the system.
 - (2) limit the acres of CREP enrollment to the number of acres that participating wells are capable of irrigating, according to certified pump tests.
 - (3) submit to the Colorado Ground Water Commission an Application to Reduce Permitted Acres and Authorized Annual Appropriation for all other wells or rights in the commingled system to ensure that Participant's total irrigated and cropped acres are reduced by no fewer than the number of eligible and approved irrigated acres on the CRP-1 Contract.
- c. If a ground water right to be retired was decreed by a Colorado court, the Participant agrees to abandon the ground water right used to irrigate the eligible and approved irrigated acres on the CRP-1 Contract, except as permitted in paragraph 3 above, and further agrees that the ground water right may be listed by the State Engineer on the list of abandoned water rights and the Participant agrees not to oppose the listing of the water right on the abandonment list. If the ground water right is an alternate point of diversion for a surface water right or

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another ground water right, the Participant agrees that the ground water right to be retired may not be diverted at any other point of diversion.

4. The Participant agrees to participate in CREP on the acres identified in the CRP-1 Contract and to comply with all applicable CRP statutes, regulations, and specifications in accordance with USDA policies.
5. The Participant agrees to implement the Conservation Plan developed by the Participant and USDA to convert irrigated acreage on the farm listed in Paragraph 1 to the specified conservation practices in accordance with the CRP-1 Contract. The starting date of the practice to convert the irrigated acreage to non-irrigated use is the date of the CRP-1 Contract.
6. The Participant agrees to comply with the terms and conditions contained in this Agreement and in the Appendix to this Agreement (Appendix to the Republican River Water Conservation District Water Activity Enterprise-Participant Agreement to Supplement the Republican River CREP).
7. The Participant agrees to pay any applicable liquidated damages if the Participant cancels or violates any portion of this Agreement or the Enterprise terminates this Agreement in accordance with the terms and conditions of this Agreement.
8. No part of this Agreement shall bind either the Participant or the Enterprise to the Agreement until such time that CRP-1 Contract between the Participant and USDA has been fully executed by the Participant and USDA.

Form RRWCD-WAE 1001

9. The Enterprise agrees to pay the Participant the following amount(s) on the dates shown:

Date	Cost Share	Signature	Annual Rent	Water Rent	Total Rent
CRP1 Contract		\$2,348.00			\$2,348.00
10/1/2007					
10/1/2008					
10/1/2009					
10/1/2010					
10/1/2011				\$7,826.66	\$7,826.66
10/1/2011					
10/1/2012					
10/1/2013					
10/1/2014					
10/1/2015					
10/1/2016				\$7,826.67	\$7,826.67
10/1/2016					
10/1/2017					
10/1/2018					
10/1/2019					
10/1/2020					
10/1/2021				\$7,826.67	\$7,826.67
10/1/2021		\$2,348.00		\$23,480.00	\$25,828.00

10. The period of this Agreement shall be the same term as the CRP-1 Contract, except that the provisions of paragraph 3 shall be perpetual.

11. This Agreement shall be binding on the heirs, successors, and assigns of the Parties.

Form RRWCD-WAE 1001

12. The Participant(s) is (are):

The name, address, and phone number of the Participant:

Name: Earl RehorCompany Name (if applicable): Rehor-Ormer General PartnershipAddress: 304 South Ivy StreetCity/State/Zip Code: Yuma, Colorado 80759Phone Number: 970-848-2255SSN/TIN: 20-5446144Percentage of payments the Participant will receive (%): 100☒ Owner ☐ Operator ☐ Tenant

If there is more than one Participant, provide the same information for each Participant.

Name: _____

Company Name (if applicable): _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

SSN/TIN: _____

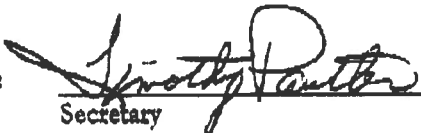
Percentage of payments the Participant will receive (%): _____

☐ Owner ☐ Operator ☐ Tenant

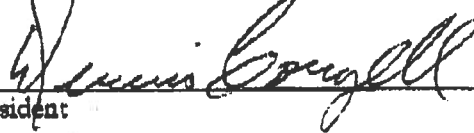
Form RRWCD-WAE 1001

IN WITNESS WHEREOF, the Parties to this Agreement have each caused this Agreement to be duly executed on the date set forth following their signature.

ATTEST:

By: 
Secretary

REPUBLICAN RIVER WATER CONSERVATION
DISTRICT - WATER ACTIVITY ENTERPRISE


By: 
President

Date: 7-12-07

PARTICIPANT:

ORTNER-REHOR GENERAL PARTNERSHIP

If Participant is a Corporation, Corporate Name:

EARL REHOR
By: 
Title: Managing Partner
Date: 7/11/07

CO-PARTICIPANT:

If Participant is a Corporation, Corporate Name:

By: _____
Title: _____
Date: _____

If the property to be converted is subject to a mortgage or lien, signature of the mortgage or lien holder:

By: _____
Title: _____
Date: _____

GROUND WATER COMMISSION
STATE OF COLORADO

FINAL PERMIT NO. 24199FP

NORTHERN HIGH PLAINS DESIGNATED GROUND WATER BASIN

Priority date: July 31, 1978

Use: IRRIGATION

Name of Claimant: REHOR FARMS UNLTD

Location of well: SE1/4 of the NW1/4 of Section 29, Township 3 S,
Range 48 W. of the 6th Principal Meridian

Maximum annual volume of the appropriation: 400 acre-feet

Maximum pumping rate: 800 gallons per minute

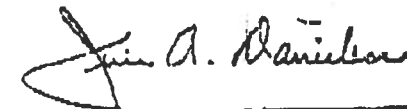
Number of acres which may be irrigated: 160 acres

Description of acres irrigated:

SEE 25807F FOR INCREASE IN APPROPRIATION AND ACRES IRRIGATED

Totalizing Flow Meter: Meter required

Done this 29th day of August, 19 90



Jeris A. Danielson
State Engineer,
State of Colorado

By: 

Purushottam Dass, Chief
Designated Basins Branch
Ground Water Section