COLORADO
Division of Water Resources
Department of Natural Resources

September 30, 2019

Mr. Peter Wayland
Weiland, Inc.
P.O. Box 18087
Boulder, CO 80308

Re: **Brownwood Substitute Water Supply Plan (WDID 0402546)**
Brownwood Pit, DRMS Permit No. M-1979-059 (WDID 0403014)
Sections 19 & 20, T5N, R68W, 6th P.M.
Water Division 1, Water District 4, Weld County
SWSP ID: 3051

Approval Period: October 1, 2019 through December 31, 2020
Contact Information for Mr. Peter Wayland: 303-518-2182, pwayland@weilandinc.com

Dear Mr. Wayland:

We have reviewed your letter received on April 5, 2019 and the revised letter received on August 21, 2019 requesting approval of a substitute water supply plan ("SWSP") on behalf of Coulson Excavating Company, Inc. ("Coulson" or "Applicant") in accordance with § 37-90-137(11), C.R.S., to cover depletions caused by an existing gravel pit operation known as the Brownwood Pit. The Applicant shall be responsible for compliance with this plan. The original SWSP was originally approved on October 1, 2012 and was most recently approved in a letter dated February 24, 2016. The required renewal fee of $257 has been received (receipt no. 3690915B).

Plan Operation

This plan seeks to replace depletions resulting from mining operations at the Brownwood Gravel Pit ("Brownwood Pit"). The Brownwood Pit is located in the E½ of Section 19 and the W½ of Section 20, Township 5 North, Range 68 West of the 6th P.M. (see Figure 1). Mining at this site has been completed and the site is currently undergoing final reclamation. The southeast cell has been lined and was approved as a lined reservoir (WDID 0403398) by the State Engineer's Office through a letter dated October 4, 2012. The reservoir is known as the Brownwood SE Reservoir. Renewal of this plan beyond October 2014 was contingent of the Applicant or its successor in ownership filing an application for a plan for augmentation with the Division 1 Water Court that includes long-term evaporation losses at the Brownwood Pit or commenced backfilling of the site. As part of the reclamation efforts Coulson commenced backfilling the Brownwood northeast pond so that the size of the pond was reduced from 13.0 acres to 12.8 acres. In addition, an *Application for a Plan for Augmentation, Change of Water Right, and Conditional and Absolute Underground and Surface Water Rights, Including Water Storage Rights* was filed in Division 1 Water Court on August 9, 2019 under case no. 2019CW3157.

The SWSP also includes the Pfeiff Pond, which is a reclaimed 3.92-acre clay-lined pond located in the SW¼ of the NW¼ of said Section 20. The Pfeiff Pond contains water routed from a pipe which drains a farm pond located to the northwest on the neighboring property, and has a discharge pipe back to the Big Thompson River. The Applicant anticipates conducting a liner leak test for the Pfeiff Pond in the near future. Evaporative losses from the Pfeiff Pond will be replaced under this SWSP until the liner has been approved.

The replacement water source for this SWSP will be fully consumable water leased by the Applicant from the City of Loveland's Water and Power Department, and water stored in Coulson's Brownwood SE Reservoir.

Depletions

The anticipated net depletion for this plan is 37.0 acre-feet per year for evaporation from a total of 16.72 acres of exposed groundwater. Depletions will equal 28.32 acre-feet for the 12.8 acres exposed at the Brownwood northeast pond and 8.68 acre-feet for the 3.92 acres exposed at the Pfeiff Pond. For the purposes of this SWSP, you have assumed that all evaporative depletions at the Pfeiff Pond come from groundwater, and that the liner will not be approved during this plan period. The Applicant proposed to replace evaporation from exposed ground water at the site based upon evaporation atlases in NOAA Technical Report NWS 33 and the SEO monthly distribution factors for sites below 6,500 feet. Gross annual evaporation at the gravel pit location is estimated to be approximately 39.2 inches per year. Net evaporation is defined as gross evaporation less the consumptive use of water by vegetation that naturally occurred at the site prior to construction of the pit. The historical consumptive use was assumed to be equal to the effective precipitation, which was estimated based on the data from the Loveland (record 1989-2017) NOAA weather station.

Computation of evaporation under this SWSP was reduced during the ice-covered period. You have assumed the ice-covered period will occur during the months of December and January based on average monthly temperatures less than 32°F taken from the Loveland (record 1989-2017) NOAA weather station. However, for the purpose of this SWSP, the Applicant shall replace the net evaporation depletions from the exposed groundwater surface area that may occur during the assumed ice-covered period (the months of December and January) for any time that the pit is not completely covered by ice.

Computation of the net evaporation during any time that the pit is not completely covered by ice shall be determined as the pro-rata amount of the monthly gross evaporation rate distribution amount identified in the State Engineer's *General Guidelines for Substitute Supply Plans for Sand and Gravel Pits,* subtracting the pro-rata amount of the effective precipitation for that period.

The lagged depletions from evaporation at the Brownwood Pit were estimated by the Applicant's consultant using the Integrated Decision Support group's Alluvial Water Accounting System (IDS AWAS) stream depletion model. The parameters used in the model are: the distance from the exposed water surface area to the river (X); the distance from the site to the no-flow aquifer boundary (W), measured perpendicular to the point of impact; aquifer transmissivity (T); and specific yield (S). The aquifer parameters used for each pond are shown in the table below.

Pond Name	X (ft)	W (ft)	T (gpd/ft)	S
Brownwood Northeast Pond	633	4,171	40,137	0.2
Pfeiff Pond	807	1,400	20,000	0.2

The stream depletion model was taken to a steady state condition and shows that the stream depletions will equal the yearly total evaporation of 37.0 acre-feet at a monthly rate as shown in the attached Table AI.1. The point of depletion is on the Big Thompson River in the E½ of Section 19, where the property borders the river.

Replacements

Replacement water for this pit will be from a lease of fully consumable water from the City of Loveland's Water and Power Department and releases from Coulson's Brownwood SE Reservoir.

City of Loveland lease

The Applicant has entered into a 25-year lease with Loveland for 100 acre-feet of fully consumable water which is used for replacement purposes for six gravel pits operated by Coulson, including the Brownwood Pit. The lease is currently valid through December 31, 2022. Loveland will deliver this water to the Big Thompson River at their waste water treatment plant (WDID 0402300) which is located adjacent to the Brownwood Pit; therefore a transit loss will not be assessed on releases from the wastewater treatment plant. The monthly depletion and replacement requirements, based on an average year, are found on the attached Tables AI.5 and AI.6, which also include the replacement requirement for Coulson's other gravel pit sites: Bonser Pit, Kirtright Pit, Challenger Pit and Gardels Pit.

Under the terms of the Loveland lease, replacements can be made using a variety of water owned by Loveland including, but not limited to, Windy Gap reusable effluent, Loveland Storage Reservoir water as decreed in case no. 82CW202A, and Colorado-Big Thompson ("C-BT") Project water. Transit losses will be assessed on these sources and are subject to change at the water commissioner's discretion. **In the event that Loveland plans to use C-BT water as a replacement source, Loveland shall comply with the Interim Rule issued by the Northern Colorado Water Conservancy District ("Northern District") in May 2005, regarding the use of C-BT Project water in substitute water supply plans.** Prior to the use of C-BT Project water, Loveland is required to notify this office, the division engineer and the water commissioner of the amount of C-BT Project water dedicated to this plan and provide a copy of the Northern District's approval letter as required by paragraph I(g) of the Northern District's May, 2005 Interim Rule.

Additional replacement water for the period of August 2019 through December 2020 will be releases from Coulson's Brownwood SE Reservoir (WDID 0403398). Currently there are 20.14 acre-feet stored in the reservoir and available for replacement for the Coulson sites. The reservoir releases will be made at a point located in the SE¼ of the SE¼ of Section 19, Township 5 North, Range 68 West of the 6th P.M. at a distance of 1194 feet from the north line and 0 feet from the west line of said Section 19. Prior to using the water in storage, the accounting for Coulson's Brownwood SE Reservoir must be approved by the Division Engineer's office. The Applicant is required to contact the Water Commissioner at least 24 hours in advance of any releases from or deliveries to the Brownwood SE Reservoir and provide the necessary documentation to the Water Commissioner of the diversion or release as they

prescribe. Since this reservoir is equipped with a flow meter, initially the Water Commissioner is requiring the Applicant take a photo of the face of the flow meter and email the photos to the Water Commissioner daily when releases from or deliveries to the reservoir are being made.

Long Term Augmentation

In accordance with the letter dated April 30, 2010 (copy attached) from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), all sand and gravel mining operators must comply with the requirements of the Colorado Reclamation Act and the Mineral Rules and Regulations for the protection of water resources. The April 30, 2010 letter from DRMS requires that you provide information to DRMS to demonstrate you can replace long term injurious stream depletions that result from mining related exposure of groundwater. In accordance with approach no. 4 you have dedicated 0.24 shares of Big Thompson Ditch & Manufacturing Co. water rights to this SWSP, and up to the entire 5/6th of a share owned by the Applicant, which can and will be used in the court augmentation plan, unless a sufficient alternative replacement source is identified and dedicated. For the purposes of this SWSP, this document will be accepted for the dedication of the shares; however, if the State Engineer determines that a different dedication process or affidavit is necessary to assure proper dedication of the shares, additional information may be required prior to future SWSP approvals.

Conditions of Approval

I hereby approve the proposed substitute water supply plan in accordance with §37-90-137(11), C.R.S. subject to the following conditions:

1. This SWSP shall be valid for the period of October 1, 2019 through December 31, 2020, unless otherwise revoked or superseded by decree. If this plan will not be made absolute by a water court action by the plan's expiration date, a renewal request must be submitted to this office with the statutory fee (currently $257) by **November 15, 2020.**

2. **A well permit must be obtained for the current use and exposed surface area of the gravel pit in accordance with § 37-90-137(2) and (11), C.R.S. in conjunction with this plan, since previous permit no. 78727-F was issued for an exposed surface area limited to 13 acres.** The provisions of Colorado Revised Statute 37-90-137(2) prohibits the issuance of a permit for a well to be located within 600 feet of any existing well, unless the State Engineer finds that circumstances so warrant after a hearing held in accordance with the procedural rules in 2CCR402-5. This hearing may be waived if you are able to obtain statements from the owners of all wells within 600 feet, verifying that they have no objection to your use of the proposed well. Should a new well permit be denied for reasons of 600 foot spacing, or any other legitimate reason, approval of this substitute supply plan may be cancelled.

3. The total surface area of the groundwater exposed at the Brownwood Pit site must not exceed 16.72 acres (12.8 acres exposed at the Brownwood northeast pond and 3.92 acres exposed at the Pfeiff Pond), which results in a maximum evaporative annual loss

of 37.0 acre-feet. Total consumption at the Brownwood Pit must not exceed these aforementioned amounts unless an amendment is made to this plan.

4. Approval of this plan is for the purposes as stated herein. This office must first approve any additional uses for the water. Any future additional historic consumptive use credit given (e.g., agricultural water transfer) for this site must consider all previous credits given.

5. All releases of replacement water must be sufficient to cover all out-of-priority depletions in time, place, and amount and must be made under the direction and/or the approval of the water commissioner. The release of replacement water may be aggregated to maximize beneficial use. The water commissioner and/or the division engineer shall determine the rate and timing of an aggregated release.

6. Applicant shall replace the net evaporative depletions from the exposed groundwater surface area that may occur during the assumed ice-covered period (December 2019 through February 2020, and December 2020) for any time that the exposed groundwater in the pit is not completely covered by ice.

7. In the event Loveland plans to use C-BT Project water as a replacement source, Loveland shall comply with the Interim Rule issued by the Northern District in May 2005 regarding the use of C-BT Project water in substitute water supply plans. Prior to the use of the C-BT Project water, Loveland shall notify this office, the division engineer and the water commissioner of the amount of C-BT Project water dedicated to this plan and provide a copy of the Northern District's approval letter as required by paragraph I(g) of the Northern District's May, 2005 Interim Rule.

8. The replacement water that is the subject of this plan cannot be sold or leased to any other entity. As a condition of subsequent renewals of this substitute water supply plan, the replacement water must be appurtenant to this site until a plan for augmentation is obtained. All replacement water must be concurrent with depletions in quantity, timing, and locations.

9. Conveyance loss for delivery of augmentation water is subject to assessment and modification as determined by the division engineer.

10. Adequate accounting of depletions and replacements must be provided to the division engineer in Greeley (DNR_Div1Accounting@state.co.us) and the water commissioner (Jean.Lever@state.co.us) on a monthly basis, or more frequent if required by the water commissioner. All amounts shall be in acre-feet. All submitted accounting shall conform to the Administration Protocol *"Augmentation Plan Accounting – Division One, South Platte River"* (attached).

    In addition, the applicant shall verify that Loveland includes replacement water for this SWSP in their monthly accounting. It is the Applicant's responsibility to ensure Loveland releases the leased water in the correct time, place, and amount.

11. The Division Engineer, or his designated representative, will administer all such water transported in the Big Thompson River or its tributaries under this SWSP, including water for replacement of depletions, past intervening headgate to ensure that such water is not intercepted or otherwise diminished in quantity by diversion, use or other interference by intervening water rights and to assure that such water remains

available and suitable for Applicant's uses under this SWSP, except when any intervening headgate is diverting the entire flow of ("sweeping") the river. In the event that delivery past headgates which sweep the river requires the installation of a bypass structure or the use of an existing bypass structure by agreement with a third-party, Applicant is responsible for either installing a new bypass structure with a continuous recording measuring device(s) as approved by the Water Commissioner or securing an agreement with a third-party to use an existing bypass structure and providing such information and agreement to the Division Engineer.The Division of Water Resources will not be responsible for any enforcement or administration of third-party agreements that are not included in a decree of the water court.

12. The name, mailing address, and phone number of the contact person who will be responsible for operation and accounting of this plan must be provided on the accounting forms to the division engineer and water commissioner.

13. If reclamation of the mine site produces a permanent water surface exposing groundwater to evaporation, an application for a plan for augmentation must be filed with the Division 1 Water Court at least three (3) years prior to the completion of mining to include, but not be limited to, long-term evaporation losses. If a lined pond results after reclamation, replacement of lagged depletions shall continue until there is no longer an effect on stream flow. Granting of this plan does not imply approval by this office of any such court application(s).

14. In accordance with the letter dated April 30, 2010 (copy attached) from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), all sand and gravel mining operators must comply with the requirements of the Colorado Reclamation Act and the Mineral Rules and Regulations for the protection of water resources. The April 30, 2010 letter from DRMS requires that you provide information to DRMS to demonstrate you can replace long term injurious stream depletions that result from mining related exposure of groundwater. In accordance with approach no. 4 you have dedicated 0.24 shares of Big Thompson Ditch & Manufacturing Co. ("BTDMC") water rights to this SWSP, and up to the entire 5/6th of a share in the BTDMC water right owned by the Applicant which can and will be used in the court augmentation plan, unless a sufficient alternative replacement source is identified and dedicated. For the purposes of this SWSP, this document will be accepted for the dedication of the shares; however, if the State Engineer determines that a different dedication process or affidavit is necessary to assure proper dedication of the shares, additional information may be required prior to future SWSP approvals.

15. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all excavation of the product from below the water table, and all other use of water at the pit, must cease immediately.

16. In accordance with amendments to § 25-8-202-(7), C.R.S. and "Senate Bill 89-181 Rules and Regulations" adopted on February 4, 1992, the State Engineer shall determine if this substitute supply is of a quality to meet requirements of use to which the senior appropriation receiving the substitute supply has normally been put. As such, water

quality data or analyses may be requested at any time to determine if the requirement of use of the senior appropriator is met.

17. The decision of the state engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any water court case or any other legal action that may be initiated concerning the substitute water supply plan. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other plans or in any proposed renewal of this plan, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant.

If you have any questions concerning this approval, please contact Ioana Comaniciu in Denver at (303) 866-3581 or Michael Hein in Greeley at (970) 352-8712.

Sincerely,

for Jeff Deatherage, P.E.
Chief of Water Supply

Attachments: Figure 1
Tables AI.1, AI.2, AI.5, and AI.6
City of Loveland Lease Agreement
Dedication of Water Rights
DRMS April 30, 2010 letter
Division One Administration Protocol *"Augmentation Plan Accounting – Division One, South Platte River"*

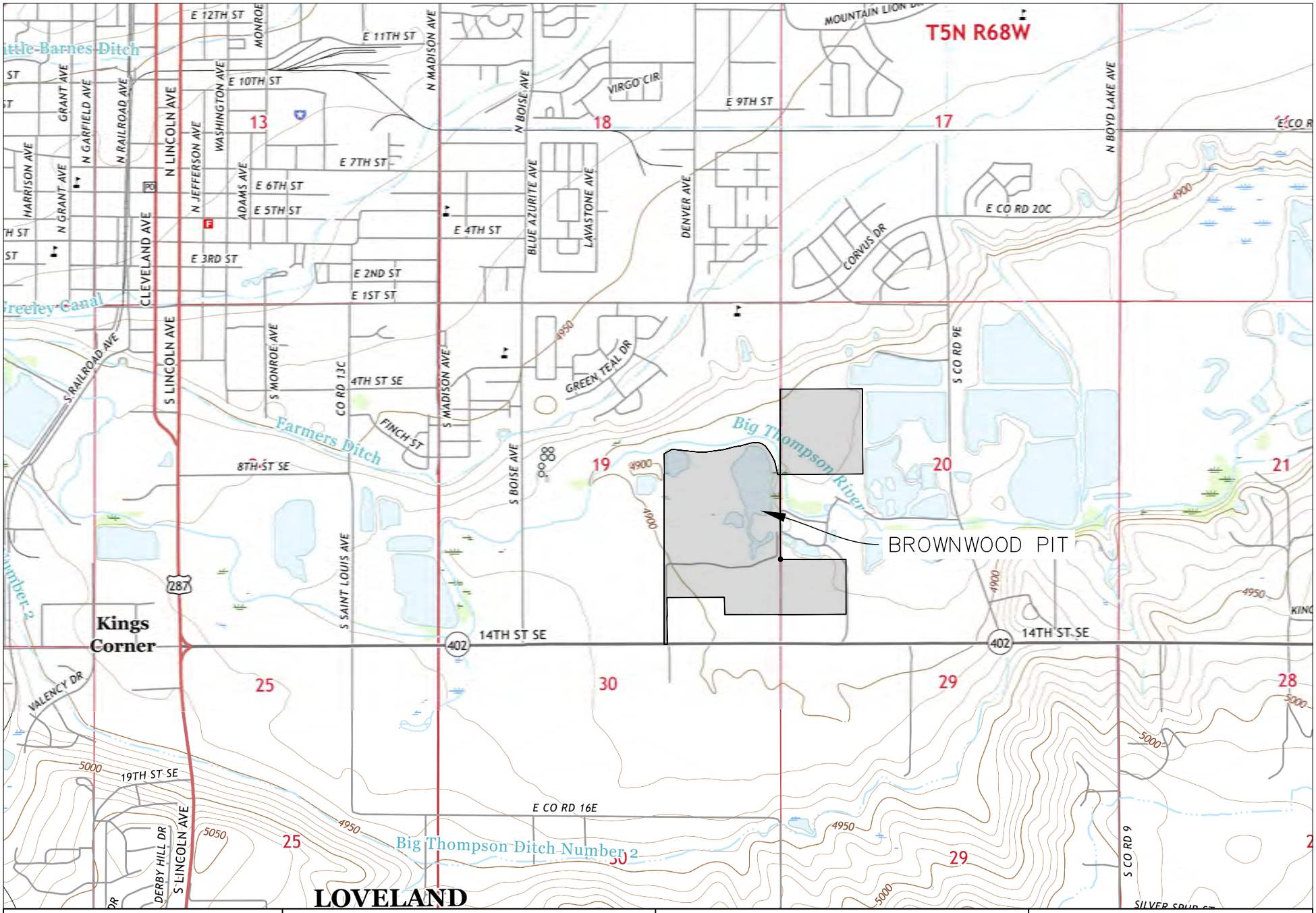
Ec: Michael Hein, Lead Assistant Division Engineer, Michael.Hein@state.co.us
810 9th Street, Suite 200, Greeley, CO 80631; (970) 352-8712

Louis Flink, Tabulation/Diversion Records Coordinator, Louis.Flink@state.co.us

Jean Lever, Water Commissioner District 4, Jean.Lever@state.co.us

Division of Reclamation Mining and Safety

SRB/idc: Brownwood Pit Approval Letter 2019-2020



REVISIONS			
REV	DESCRIPTION	DATE	APPROVED

Wetland, Inc.
Environmental & Engineering
PO BOX 18087
BOULDER, CO 80308
ph 303-443-9521

BROWNWOOD PIT - TEMPORARY SUBSTITUTE WATER SUPPLY PLAN

LARIMER COUNTY, CO

PREPARED FOR: COLSON EXCAVATING, CO., INC.

FIGURE 1

SITE LOCATION MAP

SCALE	DWG NO.	REV.
1"=2,000'	SITE LOC.DWG	REV

DRAWN BY:	CHECKED BY:	DATE:	SHEET
CTW	PFW	04/03/2019	1 OF 1

AI.1 Evaporative Loss Worksheet - Brownwood Pit

Pond Surface Area: *12.8* *acres*

Month	(1) Monthly Distribution	(2) Free Water Surface Evaporation [ft./yr.]	(3) Gross Evaporation Rate [ft./mo.]	(4) Surface Area [acres]	(5) Gross Evaporation [acre-ft./mo.]	(6) Average Monthly Precip. [ft./mo.]	(7) Effective Precip. Credit [acre-ft./mo.]	(8) Net Evaporative Loss (unlagged) [acre-ft./mo.]	(9) Net Evaporative Loss (lagged) [acre-ft./mo.]
Jan	0.030	3.270	0.098	12.80	0.00	0.04	0.00	0.00	0.77
Feb	0.035	3.270	0.114	12.80	1.46	0.05	0.45	1.01	1.05
Mar	0.055	3.270	0.180	12.80	2.30	0.12	1.08	1.22	1.31
Apr	0.090	3.270	0.294	12.80	3.77	0.17	1.52	2.25	1.81
May	0.120	3.270	0.392	12.80	5.02	0.22	1.97	3.05	2.41
June	0.145	3.270	0.474	12.80	6.07	0.14	1.25	4.82	3.43
Jul	0.150	3.270	0.491	12.80	6.28	0.13	1.16	5.12	4.10
Aug	0.135	3.270	0.441	12.80	5.65	0.11	0.99	4.66	4.16
Sep	0.100	3.270	0.327	12.80	4.19	0.13	1.16	3.03	3.47
Oct	0.070	3.270	0.229	12.80	2.93	0.10	0.90	2.03	2.67
Nov	0.040	3.270	0.131	12.80	1.67	0.06	0.54	1.13	1.97
Dec	0.030	3.270	0.098	12.80	0.00	0.05	0.00	0.00	1.17
totals			3.270		39.34	1.32	11.02	28.32	28.32

Notes:

(1) = SEO Monthly fraction of evaporation for elevations below 6500 ft from Guidelines for Substitute Water Supply Plans.
(2) = Free Water Surface Evaporation from NOAA Technical Report NWS 33 = Class A Pan Evaporation * Kp, where Kp = 1.0.
(3) = Column (1) * Column (2).
(4) = Total Free Water Surface Area (see Figure 2 - Brownwood Pit Pond Area).
(5) = Column (3) * Column (4). For months where Mean Ave. Temp. <32, ice cover = 0.0 Evap.
(6) = From AII.1 Climate Data.
(7) = (Column (6) * 70%) * Column (4)
(8) = Column (5) -Column (7).
(9) = Column (8) Lagged utilizing AWAS program (See AI.3).

AI.1 Evaporative Loss Worksheet - Brownwood Pit

Pond Surface Area: *3.92* *acres*

Month	(1) Monthly Distribution	(2) Free Water Surface Evaporation [ft./yr.]	(3) Gross Evaporation Rate [ft./mo.]	(4) Surface Area [acres]	(5) Gross Evaporation [acre-ft./mo.]	(6) Average Monthly Precip. [ft./mo.]	(7) Effective Precip. Credit [acre-ft./mo.]	(8) Net Evaporative Loss (unlagged) [acre-ft./mo.]	(9) Net Evaporative Loss (lagged) [acre-ft./mo.]	(10) **Net Evaporative Loss for Both Ponds (lagged)** **[acre-ft./mo.]**
Jan	0.030	3.270	0.098	3.92	0.00	0.04	0.00	0.00	0.33	**1.10**
Feb	0.035	3.270	0.114	3.92	0.45	0.05	0.14	0.31	0.26	**1.31**
Mar	0.055	3.270	0.180	3.92	0.71	0.12	0.33	0.38	0.30	**1.61**
Apr	0.090	3.270	0.294	3.92	1.15	0.17	0.47	0.68	0.39	**2.20**
May	0.120	3.270	0.392	3.92	1.54	0.22	0.60	0.94	0.56	**2.97**
June	0.145	3.270	0.474	3.92	1.86	0.14	0.38	1.48	0.82	**4.25**
Jul	0.150	3.270	0.491	3.92	1.92	0.13	0.36	1.56	1.11	**5.21**
Aug	0.135	3.270	0.441	3.92	1.73	0.11	0.30	1.43	1.26	**5.42**
Sep	0.100	3.270	0.327	3.92	1.28	0.13	0.36	0.92	1.23	**4.70**
Oct	0.070	3.270	0.229	3.92	0.90	0.10	0.27	0.63	1.04	**3.71**
Nov	0.040	3.270	0.131	3.92	0.51	0.06	0.16	0.35	0.82	**2.79**
Dec	0.030	3.270	0.098	3.92	0.00	0.05	0.00	0.00	0.56	**1.73**
totals		3.270			12.05	1.32	3.37	8.68	8.68	**37.00**

Notes:

(1) = SEO Monthly fraction of evaporation for elevations below 6500 ft from Guidelines for Substitute Water Supply Plans.
(2) = Free Water Surface Evaporation from NOAA Technical Report NWS 33 = Class A Pan Evaporation * Kp, where Kp = 1.0.
(3) = Column (1) * Column (2).
(4) = Total Free Water Surface Area (see Figure 2 - Sheet 2 - Brownwood Pit Pond Area).
(5) = Column (3) * Column (4). For months where Mean Ave. Temp. <32, ice cover = 0.0 Evap.
(6) = From AII.1 Climate Data.
(7) = (Column (6) * 70%) * Column (4)
(8) = Column (5) -Column (7).
(9) = Column (8) Lagged utilizing AWAS program (See AI.3).
(10) = Column (9) 12.8 acre pond + Column (9) 3.92 acre pond.

AI.2 Net Depletions and Replacements for all Coulson Excavating Operations.

2019

Month	(1) **Bonser** Total Net Evaporative Loss [acre-ft.]	(2) **Kirtright** Total Net Evaporative Loss [acre-ft.]	(3) **Challenger** Total Net Evaporative Loss [acre-ft.]	(4) **Total** Net Depletions Bonser, Kirtright and Challenger Pits [acre-ft.]	(5) Hill & Brush **HCU** Credits [acre-ft.]	(6) Bonser, Kirtright & Challenger Net **Defecit** after Applying HCU [acre-ft.]	(7) Hill & Brush **Fraction of HCU** Return Flow Obligation [acre-ft.]	(8) Hill & Brush **Return Flow Obligation** [acre-ft.]	(9) **Brownwood** Total Net Evaporative Loss [acre-ft.]	(10) **Gardels** Total Net Evaporative Loss [acre-ft.]	(11) **Total** Net Replacement Requirement w/ Transit Loss [acre-ft.]	(12) 2019 City of **Loveland Replacement** Schedule at Boise Ave. [acre-ft.]	(13) Delivery from **Brownwood Reservoir SE** [acre-ft.]
Aug-19	3.07	6.54	8.41	18.02	0.00	18.02	0.81	0.00	5.42	3.04	27.15	9.26	17.89
Sep-19	2.01	4.23	7.18	13.42	0.00	13.42	0.88	0.00	4.70	2.53	21.16	16.58	4.58
Oct-19	1.35	2.84	5.51	9.70	0.00	9.70	0.63	0.00	3.71	1.95	15.75	20.05	0.00
Nov-19	0.75	1.60	3.86	6.21	0.00	6.21	na	0.00	2.79	1.38	10.64	11.54	0.00
Dec-19	0.01	0.00	2.01	2.03	0.00	2.03	na	0.00	1.73	0.72	4.59	0.50	4.08
totals	18.68	39.75	52.77	49.38	0.00	49.38			37.00	19.45	79.29	57.93	26.55

Notes:

(1) = Column (10) of AI.1 - Evaporative Loss Worksheet - Bonser Pit
(2) = Column (10) of AI.1 - Evaporative Loss Worksheet -Kirtright Pit
(3) = Column (10) of AI.1 - Evaporative Loss Worksheet -Challenger Pit
(4) = Column (1) + Column (2) + Column (3)
(5) = Column (11) of AIII.5 - Average 1950-1986 Historical Consumptive Use (HCU) and Return Flow Obligation - from CGPAP
(6) = Column (4) - Column (5) and set to zero where HCU > Total Depletion
(7) = {Column (10)/Column (11)} of AIII.5 - Average 1950-1986 Historical Consumptive Use (HCU) and Return Flow Obligation - from CGPAP
(8) = if Column (4) > Column (5), then {Column (5) * Column (7)} else {Column (4) * Column (7)}. Jan, Nov, Dec values set to those in Column (10) of AIII.5 from CGPAP
(9) = Column (10) of AI.1 - Evaporative Loss Worksheet - Brownwood Pit
(10) = Column (10) of AI.1 - Evaporative Loss Worksheet - Gardels Pit
(11) ={Column (6) + Column (9) + Column (10)}+ 2.5% Transit Loss
(12) =Current (2019) City of Loveland Replacement Water Delivery Schedule
(13) =Delivery Replacement Requirement from Brownwood Reservoir SE

AI.2 Net Depletions and Replacements for all Coulson Excavating Operations.

2020

Month	(1) **Bonser** Total Net Evaporative Loss	(2) **Kirtright** Total Net Evaporative Loss	(3) **Challenger** Total Net Evaporative Loss	(4) **Total** Net Depletions Bonser, Kirtright and Challenger Pits	(5) Hill & Brush **HCU** Credits	(6) Bonser, Kirtright & Challenger Net **Defecit** after Applying HCU	(7) Hill & Brush **Fraction of HCU** Return Flow Obligation	(8) Hill & Brush **Return Flow Obligation**	(9) **Brownwood** Total Net Evaporative Loss	(10) **Gardels** Total Net Evaporative Loss	(11) City of **Loveland Replacement** Requirement at Boise Ave.*
	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]	[acre-ft.]
Jan-20	0.01	0.00	0.94	0.95	0.00	0.95	na	0.01	1.10	0.38	2.49
Feb-20	0.68	1.43	1.30	3.41	0.00	3.41	0.00	0.00	1.31	0.58	5.43
Mar-20	0.82	1.73	1.84	4.39	0.00	4.39	0.00	0.00	1.61	0.73	6.89
Apr-20	1.48	3.15	2.92	7.55	1.18	6.37	0.00	0.00	2.20	1.13	9.94
May-20	2.01	4.31	4.30	10.62	9.55	1.07	0.91	8.67	2.97	1.61	5.79
Jun-20	3.16	6.76	6.46	16.39	25.99	0.00	1.07	17.54	4.25	2.44	6.86
Jul-20	3.34	7.16	8.03	18.53	42.91	0.00	0.90	16.76	5.21	2.96	8.37
Aug-20	3.07	6.54	8.41	18.02	31.08	0.00	0.81	14.55	5.42	3.04	8.68
Sep-20	2.01	4.23	7.18	13.42	9.36	4.06	0.88	8.23	4.70	2.53	11.57
Oct-20	1.35	2.84	5.51	9.70	3.04	6.66	0.63	1.92	3.71	1.95	12.63
Nov-20	0.75	1.60	3.86	6.21	0.06	6.15	na	0.31	2.79	1.38	10.90
Dec-20	0.01	0.00	2.01	2.03	0.00	2.03	na	0.04	1.73	0.72	4.63
totals	18.68	39.75	52.77	111.21	123.17	35.08			37.00	19.45	94.18

Notes:

(1) = Column (10) of AI.1 - Evaporative Loss Worksheet - Bonser Pit
(2) = Column (10) of AI.1 - Evaporative Loss Worksheet -Kirtright Pit
(3) = Column (10) of AI.1 - Evaporative Loss Worksheet -Challenger Pit
(4) = Column (1) + Column (2) + Column (3)
(5) = Column (11) of AIII.5 - Average 1950-1986 Historical Consumptive Use (HCU) and Return Flow Obligation - from CGPAP
(6) = Column (4) - Column (5) and set to zero where HCU > Total Depletion
(7) = {Column (10)/Column (11)} of AIII.5 - Average 1950-1986 Historical Consumptive Use (HCU) and Return Flow Obligation - from CGPAP
(8) = if Column (4) > Column (5), then {Column (5) * Column (7)} else {Column (4) * Column (7)}. Jan, Nov, Dec values set to those in Column (10) of AIII.5 from CGPAP
(9) = Column (10) of AI.1 - Evaporative Loss Worksheet - Brownwood Pit
(10) = Column (10) of AI.1 - Evaporative Loss Worksheet - Gardels Pit
(11) ={Column (6) + Column (9) + Column (10)}+ 2.5% Transit Loss. *Note Column (8) is added during non-irrigation season

LEASE OF FULLY CONSUMABLE WATER

THIS LEASE is made and entered into this 13th day of Jan, 1998, by and between the City of Loveland, Colorado, a Colorado home rule municipality ("City"), whose address is 500 East Third Street, Loveland, Colorado 80537, and Coulson Excavating Company, a Colorado corporation ("Lessee"), whose address is 3609 North County Road 13, Loveland, Colorado 80538.

WHEREAS, the City owns certain water which, pursuant to the water laws of the state of Colorado, may be used, re-used and successively used to extinction (the "Fully Consumable Water"); and

WHEREAS, the Lessee wishes to lease from the City the right to use a portion of the City's Fully Consumable Water; and

WHEREAS, the City is willing to lease to Lessee a portion of its Fully Consumable Water pursuant to certain terms and conditions as set forth in this Lease,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The City hereby leases to the Lessee the right to receive one hundred acre feet of the City's Fully Consumable Water, as defined in paragraph 4 of this Lease, on an annual basis. This Lease shall be for a term of twenty-five (25) years, ending on December 31, 2022. However, Lessee shall have the option to renew this Lease for successive terms of twenty-five years, which option shall terminate only if Lessee is in default of its payment obligations under paragraphs 6 or 7 of this Lease or if Lessee elects not to exercise its option to renew by giving notice to the City pursuant to paragraph 12 of this Lease not later than three (3) months prior to the end of any twenty-five (25) year term. In the event Lessee is not in default of its payment obligations and elects to renew the Lease for any successive twenty-five year period, Lessee shall not be required to pay any additional amounts under this Lease for the right to receive its allotted amount of the City's Fully Consumable Water as set forth above.

2. The one hundred acre feet of Fully Consumable Water which the Lessee shall be entitled to receive annually is hereinafter referred to as the "Leased Water." The parties

recognize that, simultaneously with the execution of this Lease, the City has leased the right to receive two hundred acre feet of its Fully Consumable Water to Loveland Ready Mix and that the City may, in the future, lease additional portions of its Fully Consumable Water to persons other than Lessee. The Lessee's right to receive one hundred acre feet of the City's Fully Consumable Water pursuant to this Lease shall be equal to the right of Loveland Ready Mix to receive its two hundred acre feet of Fully Consumable Water such that in the event less than three hundred acre feet of Fully Consumable Water is available in any year, Lessee and Loveland Ready Mix shall each be entitled to receive a proportionate share of the available Fully Consumable Water. The right of Lessee to receive one hundred acre feet of the City's Fully Consumable Water under this Lease shall be deemed to be a first right relative to all others, such that in the event the available Fully Consumable Water in any year is in excess of three hundred acre feet but is not sufficient to meet the needs of all persons holding leases of Fully Consumable Water, Lessee shall receive up to its entire one hundred acre feet allotment from the first three hundred acre feet of Fully Consumable Water available.

3. In consideration of the right to receive the Leased Water, Lessee shall, upon execution of this Lease, pay City the sum of Two Hundred Twenty Thousand and 00/100 ($ 220,000.00) Dollars in certified funds. By entering into this Lease with the Lessee, the City is and shall be under no obligation to file an application for a change of water rights or for a plan of augmentation concerning the use of the Leased Water by the Lessee.

The City shall not be responsible for the implementation of any temporary substitute supply plan or augmentation plan concerning the use of the Leased Water. The cost and expense of any such proceeding shall be that of the Lessee. The City agrees to furnish sufficient Leased Water so that, subject to the provisions of this Agreement, the net usable first use or subsequent use water obtained by the Lessee shall be 100 acre feet. The City shall not be obligated to deliver Leased Water to Lessee unless Lessee shall have first provided written notice to the City that Leased Water will be required in a given year by April 1 of the preceding year.

The City shall deliver the Leased Water under this Lease in a total annual quantity as specified by the Lessee and at specific monthly delivery times and in specific monthly quantities according to the evaporation table, attached hereto as

Exhibit A, or as otherwise agreed by the City and the Lessee in writing. In no event shall the monthly deliveries exceed the monthly amounts shown on Exhibit A unless hereafter agreed in writing by the City and the Lessee.

The Lessee shall not have the right to carryover from month to month or from year to year any Leased Water which was deliverable, but not requested for delivery, in a prior time period. If the maximum allowable delivery under this Lease is not requested by Lessee in any month, the right of Lessee to call for the delivery of such water shall lapse and all such water shall remain the sole property of the City.

4. In supplying the Leased Water pursuant to this Lease, the City may use any water, including, but not limited to the following sources of water which may be used to extinction (the "Fully Consumable Water"):

a. Native water from the Big Thompson River basin which, when stored within the City's reservoir system, may be totally consumed pursuant to the terms and conditions of the Decree for Change of Water Rights for the City of Loveland, dated June 18, 1985, Case No. 82-CW-202A, Water Court Division One, State of Colorado or subsequent actions; and

b. Water under an Allotment Contract with the Municipal Sub-District of the Northern Colorado Water Conservancy District (the "Northern District"), commonly known as Windy Gap Water; and

c. Any water subsequently acquired by the City and determined by Water Court Decree to be totally consumable.

5. The City shall have the right to deliver the Leased Water to Lessee from any of the sources of Fully Consumable Water, at the City's sole discretion, and shall have the right to determine if any or all of the Leased Water shall be first use water or subsequent use water. The City shall never be required to deliver first use water, even if it is the only Fully Consumable Water available to meet the terms of this Lease. In the event the only water available to the City to meet the terms of this Lease is first use Windy Gap Water and the City is willing to deliver such first use water, the City shall notify the Lessee prior to delivering such water and the Lessee shall

change at least thirty days prior to the start of the new five year period. In the event the Lessee does not require the delivery of any of the Leased Water in a given year, there shall be no administrative costs charged. The City shall invoice the Lessee for the annual administrative costs in January of each year and Lessee shall pay said costs within thirty days of the invoice date. In the event the Lessee shall fail to pay its accrued administrative costs in any year, the City shall have the right, in addition to any other legal or equitable remedies it may have, to refuse to deliver the Leased Water until such time as all accrued administrative fees have been paid in full.

8. At the option of the City, delivery of the Leased Water shall be made at the City's Waste Water Treatment Plant, 700 South Boise Avenue, Loveland, CO, or at such other downstream location or locations above the Lessee's original point of need as agreed by and between the Lessee and City in writing. Lessee shall not unreasonably withhold its approval of any request by the City to move the point of delivery.

9. Subject to the provisions of paragraph 5, the City shall only be obligated to deliver the Leased Water to the Lessee if water meeting the requirements of this Lease is reasonably available to the City. In the event of a drought or other conditions, restrictions or emergency situations beyond the control of the City which limit the City's ability to receive or deliver all or a portion of the Leased Water to the Lessee, the City shall be relieved of its obligations to deliver such water under the terms of this Lease until such time as conditions permit the City's receipt and delivery of the Leased Water.

10. The Lessee shall take the Leased Water AS IS and the City makes no express or implied warranties of any kind or nature, including the warranties of merchantability or fitness for a particular purpose, concerning the water quality of the Leased Water.

11. In the event the Lessee wishes to assign, encumber or exchange its rights to receive all or any portion of the Leased Water not already used to satisfy a temporary substitute supply plan or permanent augmentation decree to a third party, the City shall have the first right of refusal to reacquire said rights. In such event, Lessee shall notify the City in writing and shall provide the City with a copy of the signed agreement between the Lessee and the third party. The City shall have the right to reacquire the water rights within ninety days from receipt of the notice, by informing Lessee of its intent to exercise its first

If to Lessee, to:
Coulson Excavating Company
3609 North County Road 13
Loveland, Colorado 80538

14. No alteration or other modification of this Lease shall be effective unless such modification shall be in writing and signed by the parties.

15. In the event any portion of this Lease should become invalid, the remainder of the Lease shall remain in full force and effect.

16. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. This Lease shall inure to the benefit of, and be binding upon, the successors in interest of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF LOVELAND

Kathleen G. Gilliland
Mayor

CITY OF LOVELAND SEAL COLORADO

ATTEST:

City Clerk

APPROVED AS TO FORM:

Jane S. Brautigam
City Attorney

LESSEE
COULSON EXCAVATING COMPANY

Coulson Excavating Company Inc.
By: Richard Coleman
Its: President

ATTEST:

Diana Montgomery
Secretary

DEDICATION OF WATER RIGHTS

I Richard Coulson, do hereby dedicate 0.24 shares of Big Thompson Ditch and Manufacturing Co. water rights to operation of the Temporary Substitute Water Supply Plan for the Brownwood Pit (M-1979-059). I also dedicate as much of my ownership of 5/6 of a share in the Big Thompson Ditch and Manufacturing Co. water right as may be required for the long term replacement of depletions to the Big Thompson River. Furthermore, the required portion of my 5/6 of a share can be used in the court augmentation plan and will be used, unless a sufficient alternative replacement source is identified and dedicated.

Signature _____ Date 11-29-12

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY
Department of Natural Resources

1313 Sherman St., Room 215
Denver, Colorado 80203
Phone: (303) 866-3567
FAX: (303) 832-8106

M-1979-059
Brownwood

COLORADO DIVISION OF RECLAMATION MINING & SAFETY

April 30, 2010

Coulson Excavating Co., Inc.
3609 North County Road 13
Loveland, CO 80538

RE: Mining Operations with Exposed Ground water

To Whom It May Concern:

The Division of Reclamation Mining and Safety is responsible for ensuring that Sand and Gravel mining operators comply with the requirements of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Act) and the Mineral Rules and Regulations of the Colorado Mined Land Reclamation Board for the Extraction of Construction Materials (Rules). Among these requirements are provisions for the protection of water resources. The Act requires that reclamation plans must ensure minimization of disturbances to the prevailing hydrologic balance, including disturbances to the quantity of water in the area affected by mining and in the surrounding areas. § 34-32.5-116(4)(h). Rule 3.1.6(1)(a) requires compliance with Colorado water laws and regulations governing injury to existing water rights both during and after mining. Permits must specify how the permittee will comply with applicable Colorado water laws and regulations governing injury to existing water right rights. Rule 6.3.3(j); Rule 6.4.5(2)(c). After an extensive review, the Division determined that several operators may not have appropriate permit conditions to address certain reclamation liabilities arising from impacts to water resources.

In September 2009 the Division of Water Resources (DWR) updated its Guidelines for Sand and Gravel Pits. These guidelines provide guidance on achieving compliance with state law regarding replacement of depletions from sand and gravel mining, thus the guidelines provide a benchmark for the protection of hydrologic balance required under the Act and Rules. As noted in the Guidelines, sand and gravel operations which expose groundwater without complying with state law create a reclamation liability by impacting available groundwater.

State law requires that any person exposing ground water must obtain a well permit from the SEO pursuant to § 37-90-137(11). Because exposed groundwater results in out-of-priority water depletions, operations which expose ground water must also eventually obtain a water-court approved augmentation plan. Currently, several operators do not have either an augmentation plan or bonding to provide an alternative method to mitigate injurious stream depletions that result from mining-related exposure of ground water. The Division has a statutory duty to ensure that lands affected by mining are reclaimed in a manner that complies with state law and to ensure that operators have sufficient bonding to achieve reclamation. In order to assist operators in achieving compliance with these requirements, the Division proposes that, by April 30, 2011, operators should contact the Division and agree upon a plan for achieving compliance.

The Division has identified four approaches for operators:

1. File a financial warranty that will ensure backfilling of the pit to cover the exposed ground water to a depth of two feet above the static ground water level or,

2. Obtain a court approved augmentation plan prior to exposing ground water or,

3. File a financial warranty to cover the cost of installing a clay liner or slurry wall that meets the Division of Water Resources requirements for preventing ground water exposure or,

4. Obtain approval from the Division of Water Resources that acknowledges compliance with the SEO's requirements pursuant to § 37-90-137(11).

The Division will work with operators on an individual basis as they move to implement one of these plans. It is likely that options 1 and 3 will require the submittal of a technical revision or an amendment to the existing permit depending on the nature of the current mining and reclamation plan and the proposed changes. Increased financial warranties, as a result of these modifications, may be posted in a phased manner not to exceed three years. Amendments or revisions currently under review will be required to be approved by April 30, 2011 and may use the phased financial warranty approach described above. New applications going forward or presently under review by the Division will be required to meet the requirements of one of the options 1-4 at the time of application approval. Failure of affected operators to initiate contact with the Division and gain compliance as described above could result in an enforcement action being issued by the Division.

If you have any questions, please contact Tony Waldron at 303-866-3567, extension 8150.

cc:

M2005033	Gardels Pit
M2005004	Flying W Pit
M1986123	Kirtright Pit
M1979059	Brownwood Pit
M2000156	Bonser Pit
M1985026	Challenger Pit
M2002078	Stroh Pit

ADMINISTRATION PROTOCOL
Augmentation Plan Accounting
Division One – South Platte River

This protocol establishes the accounting and reporting process required to enable the division engineer's office to confirm that depletions from all out-of-priority diversions are being replaced so as to prevent injury to vested water rights. The accounting must comport with established "cradle to grave" accounting standards, which allow an audit of the information to track exactly how the data is manipulated as it is translated from raw input data to the resultant impact on the river. While this protocol is subordinate to any decreed language addressing specific accounting requirements, it generally addresses the minimum requirements of such accounting.

The accounting must use the standard convention where a depletion is "negative" and an accretion or other replacement source is "positive". The sum of the impacts will then result in either a "negative" or "positive" impact on the stream.

Wells in plans that have a negative stream impact must provide additional replacement water, curtail pumping or both until the impact is no longer negative. Plans with a negative stream impact that fail to curtail pumping will be ordered to stop pumping until such time as the projected impact of the wells is no longer negative.

1. Accounting must be submitted electronically to the water commissioner (call 970-352-8712 to obtain email address) and division engineer at Div1Accounting@state.co.us within 30 days of the end of the month for which the accounting is being submitted.
2. The accounting must provide the **contact information** including name and address for:
    a. the owner(s) of each well
    b. the person responsible for submitting the accounting
    c. the plan administrator and/or the plan attorney.
3. All **input data** must be in one location, such as an "Input" worksheet, etc. The accounting must show all pumping. Input data includes the information listed below.
    a. The required input data for each **well** is:
        i. the monthly meter reading for wells that use a **presumptive depletion factor** (PDF) to determine the associated consumptive use (CU); or
        ii. the monthly CU in acre-feet (AF) for wells that have a decree or approved SWSP that allows the wells to use a **water balance methodology** to determine the CU of the well. The analysis used to determine the CU must be included with the accounting.
        iii. Wells that are decreed as an **alternate point of diversion** (APOD) to a surface water right must report pumping on a daily basis if any of the diversion during the month is claimed as being "in priority". (See *Administration Protocol – APOD Wells* for more details.)

iv. The well meter serial readings for each meter shall be included if there is more than one meter on a well.

b. Each **recharge site** must comply with the *Administration Protocol - Recharge* and must report the:

i. daily volume in AF diverted into the site;

ii. monthly volume in AF released from the site;

iii. monthly net evaporative loss in AF;

iv. volume of water in AF remaining at the end of the month.

c. The accounting must identify each source of **fully consumable replacement water** actually delivered to the location impacted by the depletions. To demonstrate the water was actually delivered to the required location will require the following information:

i. the originating source of the water, date released and volume of water released;

ii. transportation losses to point of diversion or use, if any, using stream loss factors approved by the water commissioner;

iii. the volume of water actually delivered on a daily basis past any surface water diversion that was sweeping the river as corroborated by the water commissioner.

(See *Administration Protocol – Delivery of Water* for more details on delivering water.)

d. For each source of **replacement water that has been "changed"** for use as a source of augmentation, such as changed reservoir shares, ditch bypass credits or credits from dry-up, etc., the following input information must be reported:

i. the basis and volume of the return flow obligation;

ii. the location the changed water was historically used; this will be the location used to determine the timing of the return flow impact on the river.

4. The accounting must include a monthly **projection** of the plan's operation at least through March 31 of the next calendar year.

5. The accounting must include all input and output files associated with **modeling the delayed impact** of diversions. The output from the modeling must report to a summary table that shows, by month, the ongoing depletions associated with pumping, return flow obligations, etc. and accretions from recharge operations.

6. A **net impact** summary must show the out-of-priority depletions, accretions from each recharge site, volume of replacement water actually delivered to the location of the depletions and the resultant net impact on **a daily basis**. If necessary, the net impact must be done by river reach.

   While **modeling** may use a **monthly step function** to determine the depletions from pumping and accretions from recharge, the monthly result must then be **divided by the number of days in the month** in order to **simulate a daily impact**, as water rights are administered on a daily and not monthly basis.

Replacement water must be provided such that the **daily net impact** (using the simulated daily numbers from the modeling) **is not negative**. If a well is out-of-priority for 15 days during a month, replacement must be made only for the 15 days the well is out-of-priority. The replacement must be made, however, on a daily basis as opposed to, for instance, making an aggregated release equal to the volume of the out-of-priority depletions. Likewise, the simulated daily accretion will only count toward replacing the depletion on the days the well is out-of-priority. The accretions that report to the river when the well is in priority cannot be used to replace the out-of-priority depletions.

The **accretions that impact the river when the well is in priority** are not considered "excess" unless the cumulative net impact of the well is not negative for the entire irrigation year to date. (The irrigation year for this purpose is April 1 thru the following March 31.) Until such time as the cumulative net impact is not negative, the accretions must simply be released to the river and cannot be leased to other plans or recaptured. Plans that show a positive cumulative net impact are still required to make replacements on a daily basis; the cumulative analysis only effects whether or not accretions reporting to the river when the well is in priority are considered "excess" and are, therefore, able to be recaptured.

7. The basis for determining that the depletions are **out-of-priority** must be clearly established and all steps in the calculation included in the accounting. The analysis may be done, unless otherwise limited by decree, for each well or groups of wells, provided the most junior water right associated with the group of wells is used as the reference water right for the group's out-of-priority status.

8. Accounting must include **actual information** for the irrigation year through the month for which the accounting is being submitted **AND projections** of the plan operation through March 31 of the next calendar year.

9. The following **naming convention** must be used for all files submitted pursuant to item 1:

   "Plan**WDID**_YYMMDD"

   where: PlanWDID is the WDID assigned by the division engineer's office
   YYMMDD corresponds to the date the accounting is submitted.

   As an example, the assigned WDID for the former GASP plan was 0103333. If accounting using Excel® was submitted for that plan on May 15, 2004, the file name would be:

   "0103333_040515.xls"

   The name of the file must be in the subject line of the email.

10. All accounting must be reported using the **WDID** for the structure, at a minimum. Other information such as well name, permit number, etc. may also be included as desired. <u>All wells must be decreed by the water court, permitted by the state engineer or included in a decreed plan for augmentation</u>. Unregistered and undecreed wells cannot, in the opinion of the division engineer, be effectively administered because of the need to know the location, allowable diversion rate and use of the well - information that is only available from the decree or permitting process.

11. If a well is covered in multiple SWSP's or augmentation plans, the monthly meter readings must be the same in the accounting for each plan covering the subject well. The accounting for every plan covering the well shall state the proportionate pumping amount covered by each plan to assure all out-of-priority depletions are replaced.

12. The following additional accounting is required for sources of replacement water used for more than one plan. The water right owner of the replacement water is responsible for accounting for the total replacement amount and how much each plan is using of that total amount. The accounting for portions of the replacement water by other users must match the accounting of the water right owner. The amount of replacement water used by the water right owner and other users together shall not exceed the total replacement amount available.

    (See *Administration Protocol – Use Of Unnamed Sources For Replacement* for additional requirements concerning required notice and approval of sources of replacement not specifically described in a SWSP or augmentation plan*)*