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(/Tools/WaterRights/Transactions)



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Water Right Name: MAGUA REPLACEMENT PLAN (1407153)
Structure Type: Augmentation/Replacement Plan
Permit:
Water Source: UNDEFINED

▼ Location

Div: 2
WD: 14
County: PUEBLO

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t 6
20
je

Type	Distance N/S	Distance E/W	Q10	Q40	Q160	Section	Township	Range	PM	UTM x	UTM y	Latitude	Longitude	Location Accuracy
Point of Diversion				SE	SE	36	20.0 S	64.0 W	S	543829.7	4234848.5	38.262459	-104.499008	Spotted from quarters

▼ Water Right Net Amounts

Adjudication Date	Appropriation Date	Priority Admin No	Order No
12/31/2007			0

Priority No	Net Absolute	Net Conditional	Net APEX Absolute

Net APEX Conditional	Decreed Units	Seasonal Limits

Decreed Use(s):

()Perform Structure Call Analysis (/Tools/AdministrativeCalls/CallAnalysis/StructureCallsAnalysis/2?wdid=1407153)

▼ Water Court Documents

Case Number: 07CW0129

☒ Final Decision ☐ All Documents

	Water Court - Document Type	pages	created
View (https://dnrweblink.state.co.us/dwr/DocView.aspx?id=2912670&page=1)	DECREE	45	06/01/2016
View (https://dnrweblink.state.co.us/dwr/DocView.aspx?id=3155320&page=1)	DECREE	31	11/18/2017
View (https://dnrweblink.state.co.us/dwr/DocView.aspx?id=2468953)	ORDER (CASE DECISION)	2	01/31/2013
View (https://dnrweblink.state.co.us/dwr/DocView.aspx?id=3155315)	ORDER (CASE DECISION)	1	11/18/2017

▼ Decree Details

Adjudication Date:	12/31/2007	Priority Admin No:	
Previous Adj Date:		Order No:	0
Appropriation Date:		Priority No:	
Signature Date:	5/9/2016	Association Type:	
Adjudication Type:		Associated Structure:	
Decree Status:		Plan Role:	Augmentatation Plan
Transfer Type:		Plan Structure:	MAGUA REPLACEMENT PLAN (1407153)

▼ Decree Rates and Volumes

☐ Non-Additive

Max Decreed Rate (CFS): Total Volumetric Limit (AF):

Start Date	End Date	Rate Limit	Volume Limit	Comment
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Decreed Use(s): Augmentation Decreed Acreage:

▼ Additional Decree Details

Properties

⏪

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0

⏪

⏩

20

▼

items per page

No items to display

Comments: REPLACE OUT-OF-PRIORITY DEPLETIONS CAUSED BY GW DIVERSIONS FROM MEMBER'S WELLS AND FORMER MEMBERS WELLS LTD 110 AF/YEAR ALL WELLS

Pueblo County District Court Water Division No. 2, Colorado Pueblo Co. Judicial Building 501 North Elizabeth Street, Suite 116 Pueblo, CO 81003 (719) 404-8832	DATE FILED: May 9, 2016 3:05 PM
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION In PUEBLO, EL PASO, FREMONT, OTERO, CROWLEY and BENT COUNTIES	COURT USE ONLY Case No. 2007CW129 Water Division No. 2
FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE	

This matter comes before the Water Court upon the application of the Middle Arkansas Groundwater Users Association ("MAGUA") for a decree. The Court, having considered the pleadings, the stipulations of the parties, and the evidence presented, and being fully advised in the premises make the following Findings of Fact, Conclusions of Law, Judgment and Decree ("Decree").

FINDINGS OF FACT

1. The name, address and telephone number of Applicant is:

Middle Arkansas Groundwater Users Association ("MAGUA" or "Applicant")
c/o Manager
P.O. Box 11446
Pueblo, CO 81001
2. The Applicant filed an application for approval of a plan for augmentation with the Clerk of the Water Court on December 31, 2007 and the application was amended on January 3, 2008, January 8, 2010 and March 13, 2010 ("Application"). The original Application included a claim for appropriative rights of exchange that Applicant subsequently withdrew from the Application.

3. Timely and adequate notice of the pendency of this proceeding *in rem* was given in the manner required by law. The Water Court has jurisdiction over the subject matter of this proceeding and over all who have standing to appear as parties, whether they have appeared or not.
4. Timely Statements of Opposition were filed by the following:
 - 4.1. Amity Mutual Irrigation Company
 - 4.2. Arkansas Valley Ditch Association
 - 4.3. Board of Water Works of Pueblo Colorado
 - 4.4. Colorado Springs Utilities
 - 4.5. District 67 Irrigating Canals Association
 - 4.6. Division Engineer for Water Division No. 2
 - 4.7. Fort Lyon Canal Company
 - 4.8. City of Fountain
 - 4.9. Fountain Mutual Irrigation Company
 - 4.10. Public Service Company of Colorado
 - 4.11. Pueblo West Metropolitan District
 - 4.12. City of Rocky Ford
 - 4.13. Security Water District
 - 4.14. St. Charles Mesa Water District
 - 4.15. State Engineer
 - 4.16. Upper Arkansas Water Conservancy District
 - 4.17. Widefield H2O Supply
 - 4.18. Woodmoor Water and Sanitation District
 - 4.19. Cody Land and Water LLC

5. The time for filing Statements of Opposition and for seeking leave to intervene has expired. St. Charles Mesa Water District and Cody Land and Water LLC withdrew their Statements of Opposition.
6. The land and water rights involved herein are not included within the boundaries of any designated ground water basin.
7. A Consultation Report by the Division Engineer was filed with the Water Court on March 27, 2008.
8. The Applicant has reached stipulations with the following parties:
 - 8.1. City of Colorado Springs acting through the Colorado Springs Utilities, by order of the Court dated April 2, 2014.
 - 8.2. Fort Lyon Canal Company by order of the Court dated December 16, 2015.
 - 8.3. District 67 Irrigation Canals Association by order of the Court dated January 29, 2016
 - 8.4. Amity Mutual Irrigation Company by order of the Court dated January 28, 2016
 - 8.5. Woodmoor Water and Sanitation District by order of the Court dated February 23, 2016
 - 8.6. Arkansas Valley Ditch Association by order of the Court dated February 23, 2016
 - 8.7. City of Rocky Ford by order of the Court dated March 15, 2016
 - 8.8. Pueblo West Metropolitan District by order of the Court dated March 29, 2016
 - 8.9. Public Service Company of Colorado by order of the Court dated April 8, 2016
 - 8.10. City of Fountain by order of the Court dated April 8, 2016

- 8.11. Security Water District by order of the Court dated April 8, 2016
 - 8.12. Fountain Mutual Water Company by order of the Court dated April 8, 2016
 - 8.13. Upper Arkansas Water Conservancy District by order of the Court dated April 18, 2016
 - 8.14. Board of Water Works of Pueblo Colorado by order of the Court dated April 21, 2016
 - 8.15. Widefield H2O Supply by order of the Court dated April 22, 2016
 - 8.16. State Engineer and Division Engineer for Water Division No. 2 by order of the Court dated April 28, 2016.
9. **Overview.** MAGUA is a nonprofit association formed to provide well augmentation services for its members' wells. In this case, MAGUA seeks approval of a plan for augmentation to replace depletions from its members' wells using certain sources of fully consumable water that MAGUA is entitled to use. The members' wells cause depletions to Fountain Creek and the Arkansas River.

PLAN FOR AUGMENTATION

10. **Name of Structures:** This augmentation plan is intended to replace out-of-priority depletions caused by groundwater diversions by structures owned by members of MAGUA described in **EXHIBIT A**. The locations of the wells are shown on **EXHIBIT B**. The depletions affect several reaches of the Arkansas River between approximately the confluence of Fountain Creek and the confluence of the Huerfano River, and affect Fountain Creek from the confluence of Fountain Creek and Sand Creek downstream to the confluence with the Arkansas River. In addition, this plan will replace the ongoing depletions associated with several structures that are no longer MAGUA members ("former members").

11. **Sources of Augmentation Water:** Applicant obtains fully consumable water from the sources identified below, which will be used for augmentation under this plan. All such use shall be made pursuant to the terms of Applicants' membership in AGUA, applicable leases, and applicable decrees. By including in this plan the sources of water identified in this paragraph 11, MAGUA is not asserting any interest in these water rights or rights to use the same except pursuant to and as allowed by agreement with the owner of such source. Furthermore, this Decree does not change the decrees or the beneficial uses for the following described water rights.

11.1. MAGUA's members are members of the Arkansas Groundwater Users Association ("AGUA"). AGUA is a not for profit, member owned association organized to protect and develop surface and underground waters in the Arkansas River Basin. Its stated purposes include to "develop, obtain, adjudicate, and deliver to and otherwise provide protection for its members by augmentation or other water supplies." AGUA's primary source of replacement water is consumptive use credits from AGUA's Excelsior Ditch shares changed in District Court, Water Division 2, Case No. 04CW62, which may be delivered through AGUA's augmentation station or recharge ponds, or may be stored in and released from Pueblo Reservoir pursuant to the decree entered in Case No. 03CW119, District Court, Water Division 2. AGUA's augmentation station returns water to the Arkansas River at the following location: SW ¼ Section 34, Township 20 South, Range 63 West of the 6th P.M. The Recharge ponds are located at the following location: NE ¼ Section 6, Township 21 South, Range 62 West of the 6th P.M. AGUA owns 1,792 and Stonewall Water, LLC owns 1,541 of the 3,333 shares in the Excelsior

Irrigating Company. AGUA may lease some or all of the 1,541 shares owned by Stonewall Water, LLC. AGUA also may lease fully consumable water from the water providers described in this paragraph 11. AGUA provides replacement water to its members to the extent AGUA has water available for such purposes, subject to AGUA's Articles of Incorporation and bylaws. Such water will be allocated to the MAGUA wells that are AGUA members in a manner consistent with allocations to other AGUA members. AGUA assumes the responsibility of providing water to augment all out-of-priority stream depletions attributed to pumping by MAGUA as members of AGUA.

11.2. Fully consumable water that may be leased from the following entities by MAGUA or AGUA:

11.2.1. Fully consumable water from the Board of Water Works of Pueblo, Colorado ("PBWW") decreed or legally available for augmentation use under this plan including such stored water, direct flow water, reusable municipal effluent, reusable irrigation return flows and reusable lawn irrigation return flows delivered to the Arkansas River. Reusable effluent may be released from Pueblo Municipal Wastewater Treatment Plant. This plant currently discharges treated wastewater to the Arkansas River at a point in the Northeast quarter of Section 5, Township 21 South, Range 64 West of the 6th P.M. The approximate latitude of said point is 38°15'22" North and the approximate longitude is 104°34'20" West. PBWW's reusable irrigation return flows accrue to the Arkansas River in the reach from Fountain Creek to John Martin Reservoir following the lease of PBWW's

fully consumable water to irrigation ditch companies for irrigation use.

PBWW's reusable lawn irrigation return flows accrue to Fountain Creek and the Arkansas River upstream of the confluence of the Arkansas River and St. Charles River.

11.2.2. Fully consumable water from the Triview Metropolitan District.

Triview Metropolitan District water is treated and discharged to Monument Creek from the Upper Monument Creek Regional Wastewater Treatment Facility located in the SW $\frac{1}{4}$ Section 35, Township 11 South, Range 67 West of the 6th P.M. The return flows are derived from Triview's Denver Basin not nontributary groundwater water rights, which are described in the Decrees in Case Nos. 95CW153, 98CW134 and 88CW23(A).

11.2.3. Fully consumable water from Colorado Springs Utilities under the agreement between Colorado Springs Utilities and AGUA dated May 16, 2014 attached as **APPENDIX 1**, and released to one of the following points: Fountain Creek at the Las Vegas Street Wastewater Treatment Facility Outfall on Fountain Creek located in El Paso County in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20, Township 14 South, Range 66 West, 6th P.M. and at the J.D. Phillips Water Reclamation Facility outfall on Monument Creek in Section 30, Township 13 South, Range 66 West, 6th P.M. or at the confluence of Fountain Creek and the Arkansas River.

11.3. Additional or Alternative Sources for Replacement. Pursuant to Section 37-92-305(8), C.R.S., the Court authorizes Applicant to use supplies of water of limited duration, additional and alternative sources for augmentation if such

sources are part of a substitute water supply plan approved pursuant to Section 37-92-308, C.R.S. or if such sources are decreed for such use. This paragraph sets forth the procedure under which such sources may be used in this Decree. These procedures are adequate to prevent injury to other water rights that might otherwise result from the use of the water in this Decree.

11.3.1. Additional Water Rights Separately Decreed or Lawfully

Available for Augmentation Use. Where a water right is decreed or lawfully available for augmentation use and not already approved for use in this Decree Applicant shall give at least 35 days advance written Notice of Use of Water Right for Augmentation, to the Court, the Division Engineer and all the objectors herein which shall describe: 1) the water right by name and decree, 2) the annual and monthly amount of water available to Applicant from the water right; 3) the location at which the water will be delivered for replacement; 4) evidence that Applicant has a right to use the water; 5) the manner in which Applicant will account for use of the water; and 6) a proposed updated projection if applicable. If any person wishes to object to the use of the noticed water source, a written objection shall be filed with the Court within 35 days after the date the Notice is served by Applicant. If no objection is so filed, then Applicant may use the noticed water in the manner stated in the Notice, without further action by the Court. If an objection is filed, the Applicant may not use the noticed water pending the resolution by the Court of the objection. The Court

retains jurisdiction for the purpose of resolving any objections to the Notice.

11.3.2. Other Additional Water Rights. As to water rights Applicant seeks to use for replacement in this Decree not decreed for augmentation use Applicant shall provide written notice to the objectors herein of its request for approval of the State Engineer pursuant to Section 37-92-308, C.R.S. Applicant shall not use the noticed water right in this plan for augmentation until the State Engineer's approval of Applicant's request for substitute water supply plan (SWSP) approval has become final, including any appeal. If any person wishes to appeal the decision of the state engineer, a written objection shall be filed with the Court within 35 days after the date the written decision of the State Engineer is mailed to the parties. If no appeal is so filed, then Applicant may use the noticed water rights in this plan in the manner stated in the State Engineer's approval, without further action by the Court. If an appeal from an SWSP approval is so filed, then the Court shall grant an expedited hearing and promptly decide the disputed issues. If an appeal has been filed against an approved SWSP, the Applicant shall only be entitled to use the noticed water rights prior to the resolution of the appeal as authorized by the applicable statute. Neither the approval nor the denial by the State Engineer shall create any presumptions, shift the burden of proof, or serve as a defense in this case. In no event shall the Applicant be allowed to use the same portion of a water right or

shares for undecreed augmentation use under this plan pursuant to SWSP approvals for more than the period allowed by C.R.S. § 37-92-308.

11.4. For all sources used in this plan for augmentation, MAGUA shall provide copies of agreements allowing MAGUA's use as provided for in paragraph 14.6 below.

12. **Statement of Plan for Augmentation:** MAGUA is an incorporated association formed from a group of AGUA members that could no longer be covered by AGUA's Rule 14 Arkansas River replacement plan. MAGUA seeks approval for a plan for augmentation to allow pumping of present members' wells and to cover ongoing post-pumping depletions caused by past pumping of present members' wells and former members' wells. MAGUA's members divert water tributary to the Arkansas River or Fountain Creek through the wells described in Exhibit A for their permitted uses. Roughly 70% of the net depletions caused by the structures are located in the Fountain Creek basin and 30% are located in the Arkansas River basin. The amounts pumped may vary from year to year up to a maximum of 110 acre feet cumulative for all wells, and subject to limitations due to the availability of augmentation water to replace projected lagged depletions as described below. The timing and amount of actual stream depletions is lagged depending upon the use of each well, the distance between each well and the river and the local aquifer properties. MAGUA shall replace all out-of-priority depletions, including ongoing depletions from prior pumping of the wells with fully consumable water available from the sources described above in the time, location, and amount under the terms of this Decree.

13. **Depletions.** Ground water pumped from MAGUA members' wells will be used to provide water for permitted uses.
- 13.1. Wellhead depletion factors for members' wells are set forth on **EXHIBIT C**, and were determined by Applicant's engineer considering the type of use and manner of application. Wellhead depletion factors will be multiplied by gross pumping to determine the amount of wellhead depletions.
- 13.2. Stream depletions will be calculated based on the lagging of the wellhead depletions using unit response functions ("URFs") for members' wells. The URFs were computed for each well using IDS AWAS. The parameters used to calculate the URFs and the depletion lagging factors (URFs) are set forth in **EXHIBITS D and E**, respectively.
- 13.3. Applicant shall replace member and former members' out-of-priority stream depletions in time, location, and amount under the terms of this Decree when there is a call downstream of the location at which said depletions affect Fountain Creek or the Arkansas River (including stream depletions attributed to pumping in previous years by members and former members). All out-of-priority depletions shall be replaced daily and replacement water shall be delivered upstream of the calling water right at the location of the depletion being replaced. The location and stream reach at which depletions occur for each well is provided in **EXHIBIT F**. All sources of augmentation water that originate at or upstream of Pueblo Reservoir must be delivered out of Pueblo Reservoir before being used to replace depletions under this plan. The Division Engineer shall assess reasonable stream transit loss from the point of replacement to the point of depletion. The Division Engineer currently uses

the Fountain Creek Transit Loss Model to determine transit losses on Fountain Creek. Pursuant to stipulation with Colorado Springs Utilities in this case, Applicant agrees to pay its applicable pro rata share of charges for said model.

13.4. In order to replace ongoing stream depletions associated with pumping of former members' wells remaining after entry of a decree, starting in the plan year following entry of a decree, Applicant shall deliver one acre foot of replacement water per month for 41 months, which is the number of months necessary to deliver an amount exceeding the total amount of remaining depletions. The replacement water shall be delivered to the Arkansas River in the reach between Pueblo Reservoir and the confluence with Chico Creek.

13.5. MAGUA shall continue to replace out-of-priority stream depletions caused by pumping under the plan for augmentation decreed herein until those depletions have been fully replaced, regardless of whether pumping has been discontinued or curtailed.

14. **Projection.** On or before March 1 of each year MAGUA shall provide the Division Engineer and Objectors that have requested copies with a projection for operation of the plan for augmentation for the upcoming plan year (April 1 to March 31) and the two following years ("Annual Projection"). MAGUA shall provide to Objectors that have requested copies in writing the Annual Projection in the same format it is provided to the Division Engineers. The Annual Projection shall include the following information for each of the plan wells for each month of the plan year and the two following years:

- 14.1. Based on available augmentation water to replace out-of-priority stream depletions in each reach identified in Exhibit F and associated URFs, the monthly amount of allowable pumping and consumptive use by each well during the plan year, which allowed amounts also will serve as volumetric limits on member pumping.
- 14.2. Projected plan year and the two following years' stream depletions from plan year pumping by reach.
- 14.3. Stream depletions by reach occurring during the plan year and the two following years resulting from pumping in years prior to the plan year, including ongoing depletions from pumping of member wells and former members' wells.
- 14.4. Total stream depletion by reach during the plan year and the two following years from projected pumping during the plan year and from pumping in previous years.
- 14.5. Sources and quantity of augmentation water available to replace out-of-priority stream depletions in each reach for the plan year and the two following years for which MAGUA owns or has the right to use pursuant to existing written leases, based on the assumption that there will be a call in effect during the entire plan year and the two following years.
- 14.6. MAGUA shall include with its submission of the Annual Projection copies of agreements allowing MAGUA's use of the sources of water included in the Annual Projection.
- 14.7. The Annual Projection shall be subject to approval by the Division Engineer. The Division Engineer shall review the Annual Projection during the month of

March so that approval will be complete before the April 1 to March 31 plan year commences. In the event the Division Engineer does not approve the Annual Projection due to a determination that the projection will not prevent injury to other water rights, MAGUA will not be allowed to divert in that plan year until acceptable modifications have been made. If the Annual Projection demonstrates sufficient replacement supplies to replace all depletions in time, location, and amount under the terms of this Decree, but the Division Engineer has not otherwise approved the Annual Projection before the plan year commences, MAGUA may commence diversions on April 1 and continue temporarily until June 1 as similarly allowed under the Amended Rules and Regulations Governing the Diversion of Tributary Ground Water in the Arkansas River Basin, Colorado, and thereafter for the balance of the plan year as the Annual Projection, as reasonably modified, is approved by the Division Engineer. Initial operation of the plan for augmentation following entry of this Decree shall continue pursuant to the Substitute Water Supply Plan then in effect until that Substitute Water Supply Plan expires. Thereafter, the plan for augmentation will operate pursuant to the terms and conditions of this Decree. The Court shall retain jurisdiction in perpetuity to resolve disputes as to modifications of the Projection.

- 14.8. The Annual Projection form, **EXHIBIT G**, is not decreed herein and may be modified as approved or required by the Division Engineer, as long as the modifications are consistent with the provisions of this Decree, the modified form contains at a minimum the information included in the form attached as Exhibit G, and Opposers are given thirty-five (35) days advance written notice

of proposed changes and are allowed thirty-five (35) days after receipt of said notice to provide comments to the Division Engineer, and all changes are approved by the Division Engineer. The Annual Projection form shall be made available to any objector in this case upon written request.

14.9. The Annual Projection shall be updated monthly, and allowable pumping limits modified or pumping curtailed based on the updated projection.

15. **Accounting.** MAGUA shall account daily for the operation of the augmentation plan and shall submit its accounting monthly to the Division Engineer without a request and to other Objectors upon request. Such accounting shall include monthly pumping, pumping year to date, pumping entitlements, daily well depletions, and daily out-of-priority stream depletions (for all augmentation plan pumping to date) for each well described in paragraph 10 by reach, the amounts and sources of and augmentation water provided on a daily basis by reach and associated transit losses. The accounting form, **EXHIBIT H**, is not decreed herein and may be modified as approved or required by the Division Engineer, as long as the modifications are consistent with the provisions of this Decree, the modified accounting contains at a minimum the information included in the form attached as Exhibit H, and Opposers are given thirty-five (35) days advance written notice of proposed changes and are allowed thirty-five (35) days after receipt of said notice to provide comments to the Division Engineer, and all changes are approved by the Division Engineer. The accounting sheet for this Decree shall be submitted to the Water Commissioner on a monthly basis and made available to any objector in this case upon written request.
- this Decree

16. **Additional Terms and Conditions on plan for augmentation.**

- 16.1. The augmented structures under this plan for augmentation are limited to the wells described in paragraph 10. The existing well permits will be cancelled and new well permits will be issued consistent with this Decree upon submission of the correct application, fee, and any additional information required by the State Engineer's office for evaluation of a well permit application. Applicant shall apply for new well permits within 60 days of entry of this Decree. This Decree and permits issued in accordance with this Decree do not constitute an award or confirmation of any new water rights or priorities for the wells. The plan also replaces depletions from former members' wells as set forth above. Additional structures may be added to the plan for augmentation only upon approval by the Water Court of an application filed pursuant to Section 37-92-301, *et seq.*, C.R.S., to amend the plan for augmentation decreed herein to add additional structures. In addition to providing notice of the application in the Division 2 Resume pursuant to statute, a copy of the application shall be served on the parties herein.
- 16.2. Total annual pumping under the plan decreed herein shall not exceed 110 acre feet, and shall at all times be further limited based on the projection in paragraph 14.
- 16.3. If the owner of a well included in this augmentation plan desires to change the use of the well and to augment the new uses under this plan, the owner or MAGUA shall file an application with the Water Court. In addition to providing notice of the application in the Division 2 Resume pursuant to statute, a copy of the application shall be served on the parties herein.

- 16.4. All wells covered by this plan for augmentation shall be metered. Meters shall be installed, operated, tested and verified in accordance with Amended Rules Governing the Measurement of Ground Water Diversions Located in the Arkansas River Basin, Case No. 05CW88, and other applicable rules adopted in the future by the State Engineer. Meter readings shall be read and recorded monthly.
- 16.5. Augmentation water available to MAGUA shall be allocated as necessary in the projection and accounting to cover post-pumping depletions from pumping that has already occurred before being allocated to cover or allow any new pumping. The plan for augmentation will be operational until all out-of-priority stream depletions attributed to pumping under this plan have been fully replaced in compliance with this Decree using the augmentation sources listed in paragraph 11, or augmentation sources added to the plan as provided in paragraph 11.3. Water delivered by AGUA will continue to augment depletions from pumping during previous years until fully replaced. However, this Decree does not create any obligation on any other entity to provide replacement water. Any augmentation water used in this plan that is not owned by MAGUA shall be used subject to the terms of the lease or other agreement to use such water, and this Decree shall not impose any obligation to replace depletions from pumping of the wells included in this plan for augmentation on the owner of such water.
- 16.6. Wells may be removed from the plan for augmentation only upon approval by the Water Court. MAGUA may file and serve on all objectors a petition to remove a well from this plan, which petition shall set forth the manner in

which any remaining ongoing depletions from the well to be removed will be replaced. Objectors shall have 63 days to file and serve objections to such petition. MAGUA shall bear the burden of proving that removal of any well from this plan shall not cause injury. MAGUA shall remain responsible for the replacement of all post-pumping depletions from pumping by the removed wells under this plan for augmentation until all such depletions are fully replaced.

- 16.7. Pursuant to Section 37-92-305(8)(c), C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced to prevent injury to vested water rights.
- 16.8. This Decree does not guarantee or otherwise affect MAGUA's members' membership in AGUA. This Decree does not affect MAGUA's members' obligations as members of AGUA to comply with AGUA's Bylaws, rules and regulations. As long as MAGUA members are AGUA members in good standing, the members are entitled, in conformity with the Bylaws, rules and regulations of AGUA, to use of augmentation water owned or leased by AGUA, or otherwise made available to AGUA. This Decree does not create additional obligations for AGUA beyond the obligations AGUA has to all AGUA members. Applicant does not own a property interest in the water rights owned by AGUA, and this Decree does not encumber AGUA's water rights and water leases and agreements to use water.

CONCLUSIONS OF LAW

17. The foregoing Findings of Fact are incorporated into these Conclusions of Law to the extent they constitute conclusions of law.

18. The application was filed with the Water Clerk and notice was provided in accordance with the provision of Section 37-92-302(1)(a), C.R.S.
19. This Court has jurisdiction over the subject matter of this case, to enter the decree requested, and over all persons affected thereby, whether they appeared or not. This is a "water matter." §§ 37-92-101, et seq. C.R.S.
20. A plan for augmentation shall be approved if it will not injuriously affect the owner or persons entitled to use water under a vested water right or decreed conditional water right. § 37-92-305(3)(a), C.R.S.
21. The Applicant has met all required standards and burdens of proof necessary to adjudicate the requested plan for augmentation, and, therefore, is entitled to a decree confirming and approving the requested plan for augmentation.
22. The water to be provided to replace depletions hereunder is and shall continue to be of a quality and quantity so as to meet the requirements for which the water of senior appropriators has normally been used, and such replacement water shall be accepted by senior appropriators in substitution for water derived by the exercise of their decreed rights in compliance with Section 37-92-305(5), C.R.S.
23. A plan for augmentation that relies on a supply of augmentation water which, by contract or otherwise, is limited in duration shall not be denied solely upon the ground that the supply of augmentation water is limited in duration, so long as the terms and conditions of the plan prevent injury to vested water rights. § 37-92-305(8)(c), C.R.S.

DECREE

24. The foregoing Findings of Fact and Conclusions of Law are incorporated as part of this Ruling of the Water Referee as if set forth in full herein.

25. The terms and conditions provided for in this Decree are adequate to assure that no material injury to any water users will result from the operation of the plan for augmentation.
26. The Applicant has entered into the stipulations listed in paragraph 8, above, which are incorporated herein by reference, the conditions of which reasonably limit or otherwise affect the Applicant's right to operate the plan for augmentation described herein. These stipulations are hereby approved and to the extent the stipulations affect the Applicant's rights, the stipulations are made a part of this Decree. Each stipulation shall bind and benefit the Applicant and the other party(ies) to the stipulation. Except as expressly provided in this Decree or in stipulations to which they are signatories, parties in this case are not bound by, nor do they benefit from, stipulations to which they are not signatories.

It is therefore ORDERED:

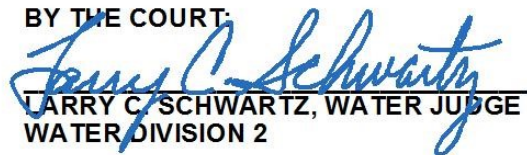
27. The plan for augmentation is approved, subject to the terms and conditions set forth herein.
28. Measuring Devices. In addition to the meters expressly requires herein, Applicant shall install and maintain, at Applicant's expense, such additional meters, gauges, or other measuring devices as are required by the Water Commissioner or Division Engineer, and shall report at reasonable times to the Water Commissioner and/or Division Engineer the readings of such additional meters, gauges, or other measuring devices pursuant to Section 37-92-502(5)(a), C.R.S.
29. That this Court shall retain jurisdiction pursuant to Section 37-92-304(6), C.R.S. for reconsideration of the question of injury to vested or conditionally decreed water

rights of others resulting from operation of the plan for augmentation decreed herein for a period of five (5) years following the date of this Decree. Any party seeking to invoke this Court's retained jurisdiction shall file and serve a petition pleading sufficient facts which, if proved, meet its burden of going forward to show that injury has occurred or is likely to occur, based on operational experience involving the out-of-priority diversions and depletions covered by the augmentation plan. If the petition alleges such facts, the Court shall conduct additional proceedings. In such additional proceedings, the petitioner has the burden of going forward with sufficient evidence that injury has occurred or is likely to occur because the existing decree is inadequate to preclude or remedy injury. If the petitioner meets its burden of going forward, the burden of establishing non-injury and the existence of adequate provisions in the existing decree to preclude and remedy injury rests upon the Applicant. If the Court finds that injury has occurred or is likely to occur, the Court will then proceed to hear evidence regarding the additional terms and conditions that should be imposed upon the plan for augmentation to prevent injury caused by operation of the plan for augmentation. The Court shall retain jurisdiction for consideration of use of sources of augmentation water specifically identified in paragraph 11 until 5 years following the first use of that source in the plan for augmentation decreed herein. Applicant shall file a notice with the Court when it uses sources of augmentation water specifically identified in paragraph 11, which shall commence the 5-year period. The Court shall retain perpetual jurisdiction for consideration of objections to use of additional sources of augmentation water pursuant to the procedure set forth in paragraph 11.3 and petitions for removal of wells from this plan pursuant to the procedure set forth in paragraph 16.6.

30. No Precedent. There was no trial in this matter and no issues were litigated. The Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court contained herein was completed as the result of substantial discussions, negotiations and compromises by, between and among Applicants and the other parties herein pertaining to all parts of the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court. It is specifically understood and agreed by the parties hereto that the acquiescence of the parties to a stipulated decree under the specific factual and legal circumstances of this contested matter and upon the numerous and interrelated compromises reached by the parties, shall never give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches or otherwise, nor to any administrative or judicial practice or precedent, by or against any of the parties hereto in any other matter, case or dispute, nor shall testimony concerning such acquiescence of any party to a stipulated decree herein be allowed in any other matter, case or dispute.

Dated this 9th day of May, 2016.

BY THE COURT:


LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

WATER EXCHANGE AGREEMENT

APPENDIX 1
CASE NO. 07CW129

THIS AGREEMENT is made and entered this 16th day of May, 2014 by and between Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a home-rule city and municipal corporation ("Springs Utilities"), and the Arkansas Groundwater Users Association ("AGUA"), (collectively "the Parties").

RECITALS

- A. Springs Utilities has determined that some limited amount of reusable Fountain Creek return flows owned by Springs Utilities are or will be available for exchange with AGUA ("Available Water");
- B. Springs Utilities desires to exchange Available Water with AGUA for water AGUA owns or controls that is stored in Pueblo Reservoir;
- C. AGUA desires to exchange water it owns and has stored in Pueblo Reservoir with Springs Utilities for Available Water on Fountain Creek for the purpose of well augmentation within the Fountain Creek basin; and
- D. AGUA and Springs Utilities have agreed that Springs Utilities will deliver a limited amount of Available Water on Fountain Creek for AGUA's well augmentation use in exchange for AGUA delivering an equivalent amount of water it has stored in Pueblo Reservoir to Springs Utilities' storage account in Pueblo Reservoir under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of mutual benefits to the Parties and the payment to Springs Utilities as hereinafter provided, the receipt and sufficiency of which is acknowledged, IT IS AGREED:

1. **Term.** The term of this Agreement shall be from the date of its execution by the Parties through December 31, 2038. The decision to extend the term of this Agreement or enter into a subsequent agreement is at the sole discretion of Springs Utilities.
2. **Exchange of Water.** Springs Utilities agrees to deliver for AGUA's use up to 600 acre-feet of Available Water annually on Fountain Creek in exchange for AGUA delivering an equivalent amount of water it owns or controls to Springs Utilities' storage account in Pueblo Reservoir. AGUA's delivery of water to Springs Utilities' storage account in Pueblo Reservoir shall occur within 30 days of Springs Utilities' notification of delivery of Available Water to AGUA on Fountain Creek.
3. **Payment.** AGUA agrees to pay Springs Utilities a total of \$10 per acre foot multiplied by the total acre-feet of Available Water deemed delivered hereunder to cover the administrative costs of completing the exchange ("Administrative Fee"). Springs Utilities shall provide AGUA with a timely invoice for all Available Water deemed delivered at AGUA's US Postal Service address set forth in paragraph 13 below and AGUA shall make full payment of the invoice to Springs Utilities within 30 days of its receipt. Springs Utilities may raise the Administrative Fee upon 30 days written notice to

AGUA, as long as it can demonstrate that the administrative costs of completing the exchange have increased proportionately.

4. **Measurement.** The Available Water exchanged hereunder shall be measured and deemed delivered at the Las Vegas Wastewater Treatment Plant outfall, the J.D. Phillips Water Reclamation facility outfall, or the confluence of Fountain Creek and the Arkansas River, whichever is appropriate. AGUA shall be responsible for any and all transit, evaporation, and other losses that occur between the point of delivery by Springs Utilities and the point of use by AGUA.
5. **Delivery Arrangements.** AGUA shall be responsible to arrange with Springs Utilities' Water Resource Supply Department for the delivery of the Available Water. AGUA shall provide Springs Utilities with a proposed schedule of releases of the Available Water for the following month in writing, by mail, or electronic mail, at the addresses shown below, prior to the date AGUA desires Springs Utilities to begin delivery of Available Water.

Abby Ortega
P.O Box 1103, MC 0930
Colorado Springs, CO 80947
(719)668-8748
ajortega@csu.org

Kalsoum Abbasi
P.O. Box 1103, MC 0930
Colorado Springs, CO 80947
(719)668-8758
kabbasi@csu.org

The actual timing of the delivery of Available Water shall be at the reasonable discretion of Springs Utilities.

6. **Dues, Fees and Assessments.** AGUA shall be responsible for any and all lateral association dues, fees or assessments, if any, required for the delivery of the Available Water to the place of use by AGUA.
7. **Exchanged Water Type.** All water exchanged by Springs Utilities and AGUA shall retain the legal characteristics and associated obligations of the water that Party brought to the exchange, although the location of the water will change as the result of the exchange, i.e., Springs Utilities' return flows shall be transferred to storage in Pueblo Reservoir and AGUA's stored water type shall be delivered for augmentation on Fountain Creek. Each Party shall be responsible for complying with the legal requirements associated with the use and/or storage of the water type it brings to the exchange contemplated herein.
8. **Interruptible Supply.** AGUA acknowledges that Springs Utilities' delivery of Available Water under this Agreement is on an interruptible basis. AGUA acknowledges and consents to Springs Utilities' right to discontinue deliveries of Available Water under this Agreement at any time due to: (1) a significant interruption of water supplies or a substantial disruption (including, but not limited to, legal challenges impacting the water system and maintenance and repair to the infrastructure) to Springs Utilities' water system as determined by Springs Utilities in its sole judgment; or (2) as otherwise authorized by the City Code of Colorado Springs, as amended from time to time. Springs Utilities will use reasonable efforts to provide AGUA with 30 days prior notice of a discontinuance of delivery of Available Water provided for in the foregoing sentence. AGUA acknowledges that Springs Utilities cannot always anticipate when interruptions in water supplies or disruptions to its water system will occur and that Utilities has no obligation to provide

AGUA with prior notice of a discontinuance of deliveries of Available Water due to an interruption in water supplies or a disruption in its water system.

9. **Reserved Rights.** Springs Utilities shall have the right not to deliver Available Water for exchange under this Agreement if in its sole judgment such water is required to supply the needs of Springs Utilities' customers. Springs Utilities shall provide AGUA with 30 days prior notice of its intent to exercise its right not to provide water for exchange under the previous sentence.
10. **Disclaimer of Warranties.** Springs Utilities makes no warranty of any kind as to the timing, availability, quality or suitability of the Available Water delivered hereunder to AGUA for any particular use: AGUA assumes all such risks.
11. **Approvals.** AGUA is responsible for obtaining all approvals of the State Engineer, Division 2 Engineer, and/or Water Court, as well as all other necessary approvals required for the exchange of water contemplated hereunder. AGUA expressly acknowledges that Springs Utilities' delivery of Available Water on Fountain Creek to AGUA in exchange for AGUA's delivery of water it owns or controls to Springs Utilities' storage account in Pueblo Reservoir for the exchange contemplated herein is dependent upon approval of the State Engineer, the Division 2 Engineer, and/or Water Court. Springs Utilities will cooperate with AGUA to obtain any approvals necessary for the exchange of water hereunder. If the exchange of water contemplated herein is not approved by such authorities, either Party may terminate this agreement, with neither Party owing any further duty of performance to the other, except that the Parties shall be required to complete an exchange of water that began prior to the date of termination.
12. **Water Rights Unaffected.** No water rights are being transferred to or from Springs Utilities or AGUA under this Agreement.
13. **Legal Notice.** Notices under this Agreement, other than AGUA's requests for Available Water delivery and Springs Utilities' responses to such requests, shall be given in writing, signed by an authorized representative of the Party giving notice. Telephonic or email notice is not acceptable. Notices shall be delivered by facsimile, by courier service delivery (such as Federal Express), or by first-class mail to the people specified below at the following addresses and telephone numbers:

A. For SPRINGS UTILITIES

- i. Chief Water Services Officer

Courier Service Address:

Colorado Springs Utilities
ATTN: Chief Water Services Officer
121 S. Tejon St., 5th Floor
Colorado Springs, CO 80903

United States Postal Service Address:

Colorado Springs Utilities
ATTN: Chief Water Services Officer

P.O. Box 1103
Colorado Springs, CO 80947-0950
Fax: (719) 668-8020

ii. City Attorney's Office - Utilities Division

Courier Service Address:

City Attorney's Office – Utilities Division
30 S. Nevada Ave, Suite 501
Colorado Springs, CO 80903

United States Postal Service Address:

City Attorney's Office – Utilities Division
P.O. Box 1575, Mail Code 510
Colorado Springs, CO 80901-1575
Fax: (719) 385-5535

B. For AGUA:

i. General Manager

Courier Service Address:

AGUA
212 36th Lane
Pueblo, CO 81006

United States Postal Service Address:

AGUA
P.O. Box 11446
Pueblo, CO 81001
Fax: (719)948-2167

14. License. AGUA acknowledges that this Agreement is in the nature of a license as defined in the Colorado Springs, Colorado City Charter for the use of City of Colorado Springs Property. As such, this Agreement is expressly subject to Article 10 of the Charter of the City of Colorado Springs, and is expressly revocable by the City of Colorado Springs City Council at any time.

15. Termination. Either Party may terminate this agreement, upon 30 days prior notice to the other Party, if it determines, in its sole discretion, that the exchange contemplated hereunder is in any way detrimental to its operations, with neither Party owing any further duty of performance to the other, except that the Parties shall be required to complete an exchange of water that began prior to the date of termination. In addition, AGUA acknowledges and consents to Springs Utilities' right to terminate this Agreement: (1) due to AGUA's breach of a material term or condition of this Lease, if AGUA has not taken substantial steps to cure the breach within thirty (30) days of receiving written notice of such breach from Springs Utilities; (2) if AGUA does not obtain any of the necessary

approvals from the State Engineer, Division 2 Engineer and/or Water Court; or (3) as otherwise authorized by the City Code of Colorado Springs or the Colorado Springs City Council. Springs Utilities will make reasonable efforts to notify AGUA of circumstances that could result in such termination. AGUA may terminate this Agreement due to a material breach on the part of Springs Utilities, if Springs Utilities has not taken substantial steps to cure the breach within thirty (30) days of receiving written notice of such breach from AGUA. AGUA may also terminate this Agreement upon 30 days written notice to Springs Utilities if AGUA is unable to obtain the necessary approvals for it to meet its obligations under this Agreement from the State Engineer, Division 2 Engineer and/or Water Court.

16. **Assignment.** There shall be no assignment of the rights or obligations contained in this Agreement by either Party without the prior written consent by the other Party, and any such assignment shall be null and void. Notwithstanding the foregoing, Springs Utilities may assign its rights and obligations under this Agreement to the City of Colorado Springs without the written consent of AGUA. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Springs Utilities and AGUA.
17. **Severability.** Unenforceability or invalidity of any provision, or a portion thereof, contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement or portion thereof. In the event of an unenforceable or invalid provision, this Agreement shall be reformed to replace such provision with a new provision that comes as close as possible to expressing the intention of the stricken provision.
18. **Force Majeure.** Neither Party shall be liable for delays in performing its obligation to the extent the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence including, but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government or labor disturbances.
19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties; no modification, amendment, notation or other alteration to this Agreement shall be valid or of any force or effect unless mutually agreed to by the Parties in writing as an addendum to this Agreement. At the time of the execution of this Agreement, there are no other terms, conditions, requirements or obligations affecting this Agreement that are not specifically set forth herein. All electronic communications, including email and voice, from Springs Utilities in connection with this Agreement are for informational purposes only. No such communication is intended by Springs Utilities to constitute any agreement by Springs Utilities to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.
20. **Appropriation of Funds.** In accord with the Colorado Springs City Charter, performance of Springs Utilities' obligations under this Agreement is expressly subject to appropriation of funds by the Colorado Springs City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Springs Utilities' obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law, and Springs Utilities will thereafter have no liability for compensation or damages to AGUA in excess of Springs Utilities' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Springs Utilities will notify AGUA as soon as

reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

21. Indemnification. AGUA, hereby agrees to release, discharge, indemnify and hold harmless the City of Colorado Springs, Springs Utilities, the Colorado Springs City Council, the Utilities Board, and the officers, directors, employees and agents of each from and against any and all liability for any damages, injuries to the person or property, costs (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), causes of action, demands, or actions of whatsoever kind or nature, arising out of, or caused by the negligent acts or omissions, or intentional misconduct of AGUA under this Agreement. AGUA shall give Springs Utilities timely and reasonable notice of any such claims or actions. Notwithstanding the foregoing, Springs Utilities expressly reserves any and all of the protections, defenses and limitations that it may be afforded under the Colorado Governmental Immunity Act. Additionally, AGUA understands and agrees that the City of Colorado Springs, Springs Utilities, the Colorado Springs City Council, the Utilities Board and the officers, directors, employees and agents of each shall not be liable, except where expressly provided by applicable laws, for incidental or consequential damages of any kind.

22. Governing Law. This Agreement is subject to, and shall be interpreted and performed, under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules, and Regulations of the City of Colorado Springs. The place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, specifically in the District Court for El Paso County, Colorado, and, for water matters as defined by Colo. Rev. Stat. §37-92-201 et seq., the District Court Water Division 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 16th day of May, 2014.

Colorado Springs Utilities

Arkansas Groundwater Users Association

By: Wayne Vanderschuere

By: Scott Brazil

Wayne Vanderschuere, Manager
Water Resource Supply Department

Scott Brazil, President

Colorado Springs Utilities
Water Resource Supply Dept.
Attn: Abby Ortega
121 S. Tejon St.
MC 0930
Colorado Springs, CO 80947-0930
(719)668-8748

Arkansas Groundwater Users Association
Attn: Scott Lorenz
P.O. Box 11446
212 36th Lane
Pueblo, CO 81001
(719)948-2150

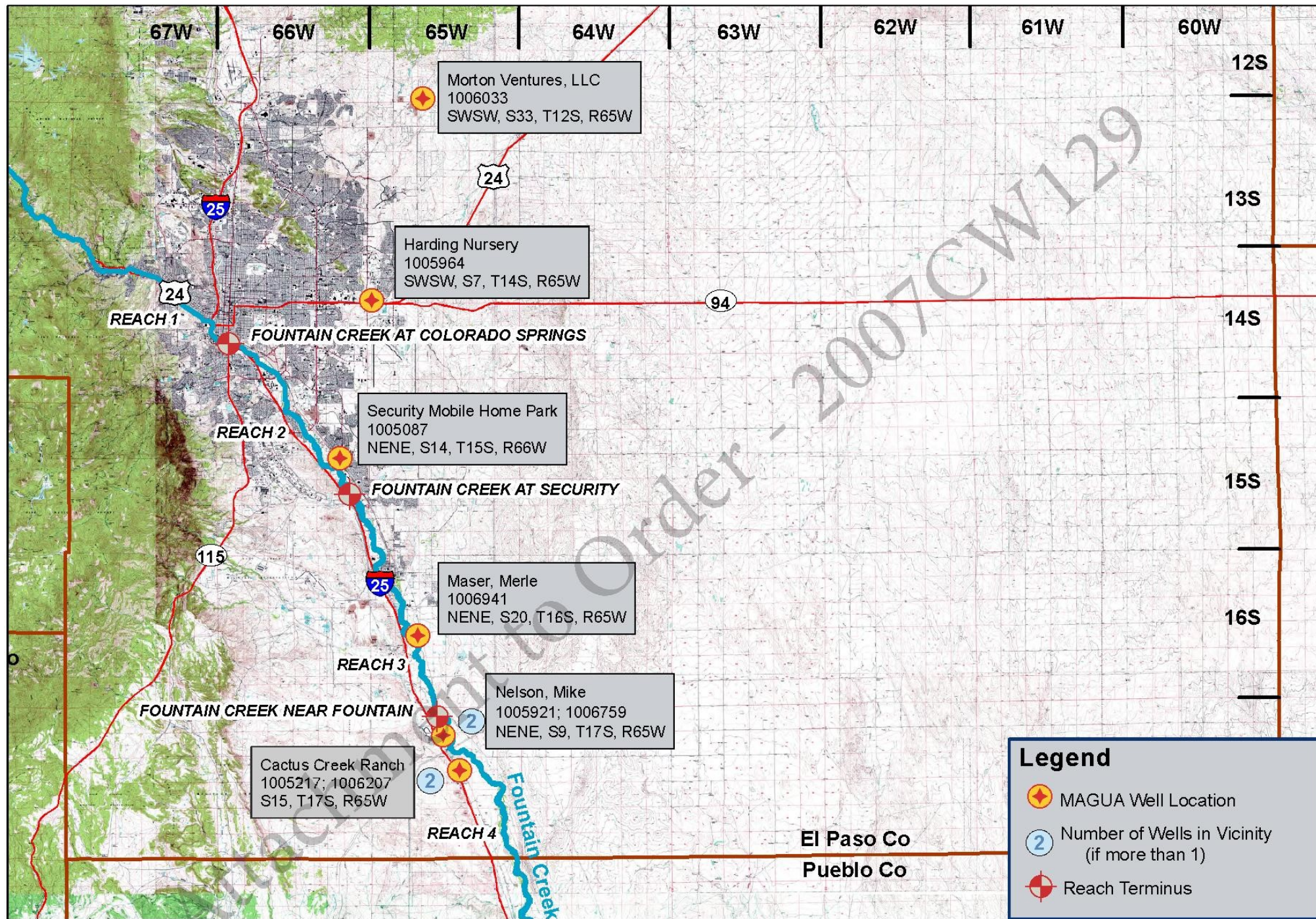
APPROVED AS TO FORM
CITY OF COLORADO SPRINGS
CITY ATTORNEY'S OFFICE

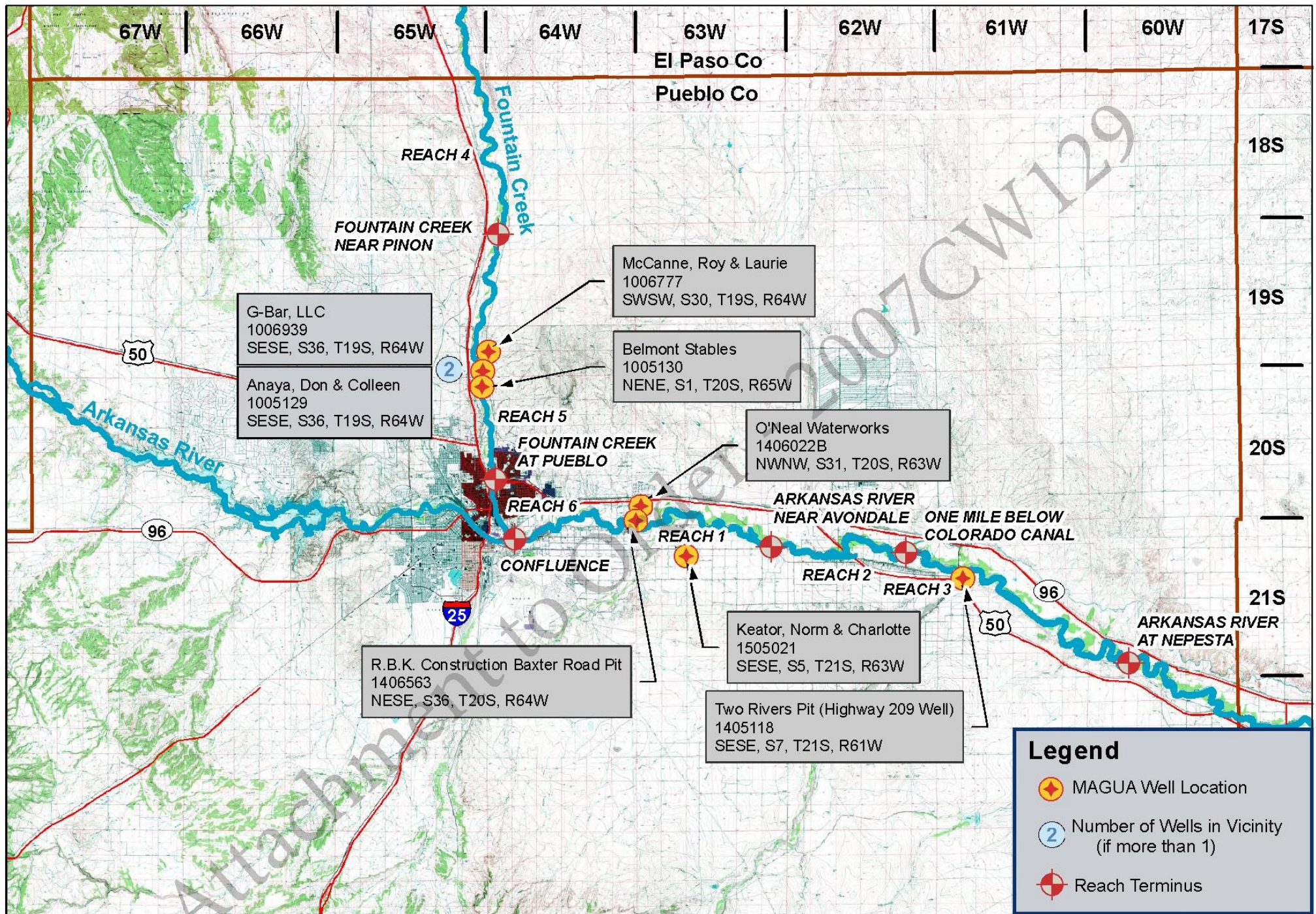
Name: Michael G. [Signature]

EXHIBIT A, CASE NO. 07CW129

WELL LOCATIONS

Name	Structure ID	Permit #	1/4, 1/4	Sec	T (S)	R (W)
Wells in the Fountain Creek basin						
Belmont Stables	1005130	47607	NENE	1	20	65
Cactus Creek Ranch	1005217	85145	SESW	15	17	65
Cactus Creek Ranch	1006207	53192-F	SESW	15	17	65
Harding Nursery	1005964	923A	SWSW	7	14	65
McCanne, Roy & Laurie	1006777	60293F	SWSW	30	19	64
Morton Ventures, LLP	1006033	59511	SWNW	33	12	65
Nelson, Mike	1005921	55430-F	NENE	9	17	65
Nelson, Mike	1006759	66420	NENE	9	17	65
Security Mobile Home Park	1005087	46058	NENE	14	15	66
Maser, Merle	1006941	59538-A	NENE	20	16	65
G-Bar LLC	1006939	148121	SESE	36	19	65
Anaya, Don & Colleen	1005129	48546	SESE	36	19	65
Wells in the Arkansas River						
Baxter Road Gravel Pit	1406563	57014-F	SESE	36	20	64
O'Neal Waterworks Resources	1406022B	607-RN	NWNW	31	20	63
Keator, Norm & Charlotte	1505021	none	SESE	5	21	63
Two River Pit	1405118	52194-F	SESE	7	21	61
Former Members Wells						
Blue Mesa Landscaping	1006206	32204A	SESW	7	13	65
Cottonwood Mobile Home Park	1706213	none	SWNW	3	23	52
Goodnight Court Trailer Park	1406316	137556	NESW	33	20	65
Hadley Rest Area	1708181	90051	NENE	24	23	54
Lafarge Concrete Batch Plant	1405128	none	SWSW	34	20	63
Prospectors Inc. Car Wash	1706427	438-RN	SWSW	1	24	55





**EXHIBIT C, CASE NO. 07CW129
WELLHEAD DEPLETION FACTORS**

Name	Structure ID	Factor for Separately Metered Indoor Uses (a)	Factor for Separately Metered Outdoor Uses	Factor for Other Uses (b)
Belmont Stables	1005130	10%	82%	100%
Cactus Creek Ranch	1005217	10%	82%	100%
Cactus Creek Ranch	1006207	10%	82%	100%
Harding Nursery	1005964	5%	82%	100%
McCanne, Roy & Laurie	1006777	10%	82%	100%
Morton Ventures, LLP	1006033	10%	82%	100%(e)
Nelson, Mike	1005921	10%	82%	100%
Nelson, Mike	1006759	10%	82%	100%
Security Mobile Home Park	1005087	10%(c)	82%(c)	NA
Maser, Merle	1006941	10%	82%	100%
G-Bar LLC	1006939	10%	82%	100%
Anaya, Don	1005129	10%	82%	100%
Baxter Road Gravel Pit	1406563	NA	NA	100%(e)
O'Neal Waterworks Resources	1406022B	10% (c)	82%(c)	NA
Keator, Norm & Charlotte	1505021	NA	65% (d)	NA
Two Rivers Pit	1405118	NA	NA	100%

- (a) Indoor Uses include ordinary household purposes, the return flows from which are delivered to a non-evaporative septic system or municipal WWTP (Harding). Indoor Uses do not include the Other Uses identified in note b.
- (b) Other Uses with 100% depletion factor includes Indoor Uses and Outdoor Uses if not separately metered (except the Security and O'Neal wells), and also includes various other uses for livestock, poultry, horse arenas, greenhouse, nursery, dust suppression, aggregate, drip irrigation and pond evaporation.
- (c) All metered usage from December - February for Security and O'Neal shall be attributed to Indoor Uses. Monthly Indoor Use for March - November shall be equal to the average monthly Indoor Use for the preceding December through February ("base use"). Total water usage exceeding the base use in any month from March - November shall be attributed to Irrigation Use (82%).
- (d) The Outdoor Use depletion factor shall be adjusted to 85% if sprinklers are used or 100% if a drip irrigation system is used.
- (e) 100% of the evaporation from the Baxter Pit and Nelson pond shall be replaced, which shall be calculated as the product of net annual shallow lake evaporation, the monthly distribution factor, and the acreage. Values for annual shallow lake evaporation are determined according to NOAA Technical Report NWS 33, Evaporation Atlas for the Contiguous 48 United States (Map 3) and monthly distribution factors are obtained from the State of Colorado's General Guidelines for Substitute Water Supply Plans for Sand and Gravel Pits.

**TABLE 7
STREAM DEPLETION LAGGING PARAMETERS**

Middle Arkansas Groundwater Users Member Name	Well WDID	Impacted Stream	Stream Reach	Distance to Stream (feet)	Aquifer Width at Well (feet)	Transmissivity (gal/day/ft)	Specific Yield (ft/ft)
Anaya, Don & Colleen	1005129	Fountain Creek	Reach 5	360	4,650	60,000	0.20
Belmont Stables	1005130	Fountain Creek	Reach 5	360	4,650	60,000	0.20
Cactus Creek Ranch	1005217 & 1006207	Fountain Creek	Reach 4	5,450	5,450	99,000	0.20
G-Bar, LLC	1006939	Fountain Creek	Reach 5	830	5,100	60,000	0.20
Harding Nursery	1005964	Sand Creek	Reach 2	2,200	3,100	50,000	0.20
Maser, Merle	1006941	Fountain Creek	Reach 3	1,030	6,650	200,000	0.20
McCanne, Roy & Laurie	1006777	Fountain Creek	Reach 5	2,560	3,850	60,000	0.20
Morton Ventures, LLP	1006033	Sand Creek	Reach 2	1,700	2,750	1,500	0.20
Nelson, Mike	1005921 & 1006759	Fountain Creek	Reach 4	1,800	4,300	99,000	0.10
Security Mobile Home Park	1005087	Fountain Creek	Reach 2	1,020	1,020	200,000	0.20
Baxter Road Pit	1406563	Arkansas River	Reach 1	700	4300	90,000	0.20
Keator, Norm & Charlotte	1505021	Arkansas River	Reach 1	7,200	15,600	90,000	0.20
O'Neal Waterworks Resources	1406022B	Arkansas River	Reach 1	3,670	3,800	90,000	0.20
Two Rivers Pit (Highway 209 Well)	1405118	Arkansas River	Reach 3	650	5,500	90,000	0.20

Notes:

Transmissivity values based on Colorado Ground-Water Circular No. 11. Specific yield assumed to be 0.20, except Nelson well at 0.10 based on site specific value.
Distances measured from CDSS MapViewer and USGS maps based on approximate well locations.

Fountain Reach 1 Fountain Creek upstream of 07105500 Fountain Creek at Colorado Springs
Fountain Reach 2 07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security
Fountain Reach 3 07105800 Fountain Creek at Security to 07106000 Fountain Creek near Fountain
Fountain Reach 4 07106000 Fountain Creek near Fountain to 07106300 Fountain Creek near Pinon
Fountain Reach 5 07106300 Fountain Creek near Pinon to 07106500 Fountain Creek at Pueblo
Fountain Reach 6 07106500 Fountain Creek at Pueblo to mouth
Arkansas Reach 1 Fountain Creek confluence to 07109500 Arkansas River near Avondale
Arkansas Reach 2 07109500 Arkansas River near Avondale to West Line Section 12, T21S, R62W
Arkansas Reach 3 West Line Section 12, T21S, R62W to 07117500 Arkansas River at Nepesta

Transit Loss Model Subreaches 1 through 15
Transit Loss Model Subreaches 16 - 18
Transit Loss Model Subreaches 19 - 24
Transit Loss Model Subreaches 25 - 30
Transit Loss Model Subreaches 31 and 32
Transit Loss Model Subreach 33

**07CW129
Proposed Decree
Exhibit D**

**TABLE 8
DEPLETION LAGGING FACTORS**

Anaya 1005129 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.72	0.17	0.04	0.02	0.01	0.01	0.01	0.01	0.01				1.00

Belmont 1005130 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.72	0.17	0.04	0.02	0.01	0.01	0.01	0.01	0.01				1.00

Cactus Creek 1005217 & 1006207 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.00	0.05	0.12	0.13	0.12	0.10	0.08	0.07	0.06	0.05	0.04	0.04	0.86
2	0.03	0.02	0.02	0.02	0.02	0.01	0.01	0.01					0.14
													1.00

G-Bar 1006939 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.42	0.27	0.08	0.04	0.03	0.02	0.02	0.02	0.02	0.01	0.01	0.01	0.95
2	0.01	0.01	0.01	0.01	0.01								0.05
													1.00

Harding 1005964 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.04	0.19	0.19	0.14	0.11	0.09	0.07	0.05	0.04	0.03	0.02	0.02	0.99
2	0.01												0.01
													1.00

Maser 1006941 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.57	0.23	0.06	0.04	0.03	0.02	0.02	0.02	0.01				1.00

**07CW129
Proposed Decree
Exhibit E**

**TABLE 8
DEPLETION LAGGING FACTORS**

McCanne 1006777 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.03	0.16	0.16	0.13	0.11	0.08	0.07	0.06	0.04	0.04	0.03	0.03	0.94
2	0.02	0.02	0.01	0.01									0.06
													1.00

Morton Ventures 1006033 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.000	0.000	0.000	0.000	0.001	0.002	0.004	0.006	0.007	0.008	0.009	0.010	0.047
2	0.010	0.010	0.011	0.011	0.011	0.011	0.011	0.011	0.011	0.011	0.010	0.010	0.128
3	0.010	0.010	0.010	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.009	0.111
4	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.007	0.095
5	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.084
6	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.006	0.072
7	0.006	0.006	0.006	0.006	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.064
8	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.060
9	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.048
10	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.004	0.048
11	0.004	0.004	0.004	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.039
12	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.036
13	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.002	0.002	0.034
14	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.024
15	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.024
16	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.024
17	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.002	0.024
18	0.002	0.002	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.014
19	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.012
20	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.012
													1.000

Nelson 1005921 & 1006759 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.35	0.32	0.16	0.09	0.05	0.03							1.00

**TABLE 8
DEPLETION LAGGING FACTORS**

Security MHP 1005087 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.87	0.13											1.00

Baxter Road Pit 1406563 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.56	0.23	0.07	0.04	0.03	0.02	0.02	0.02	0.01				1.00

Keator 1505021 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.000	0.000	0.020	0.030	0.040	0.040	0.030	0.030	0.030	0.030	0.030	0.030	0.310
2	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.010	0.010	0.010	0.010	0.010	0.190
3	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
4	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
5	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
6	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
7	0.010	0.010											0.020
													1.000

O'Neal Waterworks 1406022 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.03	0.18	0.22	0.16	0.13	0.09	0.07	0.05	0.03	0.02	0.02		1.00

Two Rivers Pit (Highway 209 Well) 1405118													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.60	0.22	0.06	0.03	0.02	0.02	0.01	0.01	0.01	0.01	0.01		1.00

EXHIBIT F, CASE NO. 07CW129

LOCATION OF DEPLETIONS

Name	Structure ID	Location of depletions				Stream Reach
		1/4 1/4	Sec	T (S)	R (W)	
Wells in the Fountain Creek basin						
Belmont Stables	1005130	NENE	1	20	65	Reach 5
Cactus Creek Ranch	1005217	NESW	14	17	65	Reach 4
Cactus Creek Ranch	1006207	NESW	14	17	65	Reach 4
Harding Nursery	1005964	NWNW	18	14	65	Reach 2
McCanne, Roy & Laurie	1006777	NWNE	36	19	65	Reach 5
Morton Ventures, LLP	1006033	SWNE	33	12	65	Reach 2
Nelson, Mike	1005921	NWNW	10	17	65	Reach 4
Nelson, Mike	1006759	SWNW	10	17	65	Reach 4
Security Mobile Home Park	1005087	SWNE	14	15	66	Reach 2
Maser, Merle	1006941	NENE	20	16	65	Reach 3
G-Bar LLC	1006939	SESE	36	19	65	Reach 5
Anaya, Don	1005129	NENE	1	20	65	Reach 5
Wells in the Arkansas River						
Baxter Road Gravel Pit	1406563	SWSW	31	20	63	Reach 1
O'Neal Waterworks Resources	1406022B	SESW	31	20	63	Reach 1
Keator, Norm & Charlotte	1505021	NENE	4	21	63	Reach 1
Two Rivers Pit	1405118	NWSW	8	21	61	Reach 3

**MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
PROJECTED PUMPING AND WELLHEAD DEPLETIONS**

	Fountain Creek Wells										Arkansas River Wells				All
Name	Security Mobile Home Park	Belmont Stables	Cactus Creek Ranch 1005217 & 1006207	Nelson, Mike 1005921 & 1006759	Harding Nursery	Morton Ventures, LLP	McCanne, Roy & Laurie	Maser, Merle	G-Bar, LLC	Anaya, Don & Colleen	Baxter Road Pit	Two Rivers Pit	O'Neal Waterworks Resources	Keator, Norm & Charlotte	
WDID	1005087	1005130	1006207	1006759	1005964	1006033	1006777	1006941	1006939	1005129	1406563	1405118	1406022B	1505021	Total
Reach	2	5	4	4	2	2	5	3	5	5	1	3	1	1	
Summary of Projected Well Pumping (acre-feet)															
April															0.00
May															0.00
June															0.00
July															0.00
August															0.00
September															0.00
October															0.00
November															0.00
December															0.00
January															0.00
February															0.00
March															0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Summary of Projected Wellhead Depletions (acre-feet)															
April															0.00
May															0.00
June															0.00
July															0.00
August															0.00
September															0.00
October															0.00
November															0.00
December															0.00
January															0.00
February															0.00
March															0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**07CW129
Proposed Decree
Exhibit G**

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20__	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													3.00
REACH 3													3.00
REACH 4													3.00
REACH 5													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													3.00
REACH 3													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20__+1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													3.00
REACH 3													3.00
REACH 4													3.00
REACH 5													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													3.00
REACH 3													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20__+2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													3.00
REACH 3													3.00
REACH 4													3.00
REACH 5													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													3.00
REACH 3													3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20__	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 4	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 5	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20__+1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 4	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 5	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20__+2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 4	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 5	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
REACH 3	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20__	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
ITAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20__ +1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
ITAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20__ +2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
ITAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED AUGMENTATION REPLACEMENTS

Plan Year
(values in acre-feet)

[illegible]

1st Post Plan Year
(values in acre-feet)

[illegible]

2nd Post Plan Year
(values in acre-feet)

[illegible]

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20__ PLAN YEAR MONTHLY ACCOUNTING

(all values in acre-feet)

WDID	Stream	Reach	PROJECTED PLAN YEAR PUMPING												Total	Pumping Entitlements
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
1005964	Fountain	2													0	
1006033	Fountain	2													0	
1005087	Fountain	2													0	
1006941	Fountain	3													0	
1005217 & 1006207	Fountain	4													0	
1005921 & 1006759	Fountain	4													0	
1005130	Fountain	5													0	
1006777	Fountain	5													0	
1006939	Fountain	5													0	
1005129	Fountain	5													0	
1406563	Arkansas	1													0	
1406022	Arkansas	1													0	
1505021	Arkansas	1													0	
1405118	Arkansas	3													0	
Total			0	0	0	0	0	0	0	0	0	0	0	0	0	

WDID	Stream	Reach	PROJECTED PLAN YEAR WELLHEAD DEPLETIONS												Total	Depletion Factor
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
1005964	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	91.66%
1006033	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	78.00%
1005087	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	29.54%
1006941	Fountain	3	0	0	0	0	0	0	0	0	0	0	0	0	0	61.53%
1005217 & 1006207	Fountain	4	0	0	0	0	0	0	0	0	0	0	0	0	0	60.19%
1005921 & 1006759	Fountain	4	0	0	0	0	0	0	0	0	0	0	0	0	0	87.20%
1005130	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	57.64%
1006777	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	82.00%
1006939	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	34.98%
1005129	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	61.97%
1406563	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	100.00%
1406022	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	23.58%
1505021	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	65.00%
1405118	Arkansas	3	0	0	0	0	0	0	0	0	0	0	0	0	0	100.00%
Total			0	0	0	0	0	0	0	0	0	0	0	0	0	

Fountain Reach 1 Upstream of 07105500 Fountain Creek at Colorado Springs
Fountain Reach 2 07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security
Fountain Reach 3 07105800 Fountain Creek at Security to 07106000 Fountain Creek near Fountain
Fountain Reach 4 07106000 Fountain Creek near Fountain to 07106300 Fountain Creek near Pinon
Fountain Reach 5 07106300 Fountain Creek near Pinon to 07106500 Fountain Creek at Pueblo
Arkansas Reach 1 Fountain Creek to Arkansas River near Avondale
Arkansas Reach 3 Colorado Canal to Arkansas River near Nepesta

USGS Transit Loss Model Subreaches 1 - 14
USGS Transit Loss Model Subreaches 15 - 18
USGS Transit Loss Model Subreaches 19 - 24
USGS Transit Loss Model Subreaches 25 - 30
USGS Transit Loss Model Subreaches 31 - 32

07CW129
Proposed Decree
Exhibit H

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20__ PLAN YEAR MONTHLY ACCOUNTING

(all values in acre-feet)

WDID	Stream	Reach	20__ PLAN YEAR STREAM DEPLETIONS												Total
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
1005964	Fountain	2													0
1006033	Fountain	2													0
1005087	Fountain	2													0
1006941	Fountain	3													0
1005217 & 1006207	Fountain	4													0
1005921 & 1006759	Fountain	4													0
1005130	Fountain	5													0
1006777	Fountain	5													0
1006939	Fountain	5													0
1005129	Fountain	5													0
1406563	Arkansas	1													0
1406022	Arkansas	1													0
1505021	Arkansas	1													0
1405118	Arkansas	3													0
Former Plan Members															0
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

	Stream	Reach	20__ PLAN YEAR REPLACEMENTS												Total
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Replacement Credits Available (after transit losses)	Fountain	2													0
	Fountain	3													0
	Fountain	4													0
	Fountain	5													0
	Arkansas	1													0
	Arkansas	3													0
Replacement Credits Applied to Depletions	Former Members														0
	Fountain	2													0
	Fountain	3													0
	Fountain	4													0
	Fountain	5													0
	Arkansas	1													0
Remaining Depletions Credits/(Deficit)	Arkansas	3													0
	Former Members														0
	Fountain	2													0
	Fountain	3													0
	Fountain	4													0
	Fountain	5													0
	Arkansas	1													0
	Arkansas	3													0
	Former Members														0

Fountain Reach 1 Upstream of 07105500 Fountain Creek at Colorado Springs
Fountain Reach 2 07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security
Fountain Reach 3 07105800 Fountain Creek at Security to 07106000 Fountain Creek near Fountain
Fountain Reach 4 07106000 Fountain Creek near Fountain to 07106300 Fountain Creek near Pinon
Fountain Reach 5 07106300 Fountain Creek near Pinon to 07106500 Fountain Creek at Pueblo
Arkansas Reach 1 Fountain Creek to Arkansas River near Avondale
Arkansas Reach 3 Colorado Canal to Arkansas River near Nepesta

USGS Transit Loss Model Subreaches 1 - 14
USGS Transit Loss Model Subreaches 15 - 18
USGS Transit Loss Model Subreaches 19 - 24
USGS Transit Loss Model Subreaches 25 - 30
USGS Transit Loss Model Subreaches 31 - 32

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20__ DAILY REPLACEMENT CREDITS

Month	Day	Source of Fountain Creek Replacement Water	Total Amount Released (AF)	Avail. at Fountain Reach 2 (after loss) (AF)	Avail. at Fountain Reach 3 (after loss) (AF)	Avail. at Fountain Reach 4 (after loss) (AF)	Avail. at Fountain Reach 5 (after loss) (AF)	Source of Arkansas River Replacement Water	Total Amount Released (AF)	Avail. at Arkansas Reach 1 (after loss) (AF)	Avail. at Arkansas Reach 3 (after loss) (AF)
April	1										
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										
	11										
	12										
	13										
	14										
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	18										
	19										
	20										
	21										
	22										
	23										
	24										
	25										
	26										
	27										
	28										
	29										
	30										
May	1										
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										
	11										
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	22										
	23										
	24										
	25										
	26										
	27										
	28										
	29										
	30										
	31										
June	1										

Pueblo County District Court Water Division No. 2, Colorado 501 N. Elizabeth St. Suite 116 Pueblo, CO 81003 (719) 404-8832	DATE FILED: November 12, 2017 DATE FILED: November 12, 2017 CASE NUMBER: 2007CW129
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION In PUEBLO, EL PASO, FREMONT, OTERO, CROWLEY and BENT COUNTIES	COURT USE ONLY Case No. 2007CW129 Water Division No. 2
CORRECTED FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE	

This matter comes before the Water Court upon the application of the Middle Arkansas Groundwater Users Association ("MAGUA") for a decree. The Court, having considered the pleadings, the stipulations of the parties, and the evidence presented, and being fully advised in the premises make the following Findings of Fact, Conclusions of Law, Judgment and Decree ("Decree").

FINDINGS OF FACT

1. The name, address and telephone number of Applicant is:

Middle Arkansas Groundwater Users Association ("MAGUA" or "Applicant")
c/o Manager
P.O. Box 11446
Pueblo, CO 81001
2. The Applicant filed an application for approval of a plan for augmentation with the Clerk of the Water Court on December 31, 2007 and the application was amended on January 3, 2008, January 8, 2010 and March 13, 2010 ("Application"). The original Application included a claim for appropriative rights of exchange that Applicant subsequently withdrew from the Application. A Decree was entered herein by the Court in this case on March 15, 2016. MAGUA petitioned the Court to correct substantive error in the Decree by modification of Exhibit C. The petition was granted by Order dated November 1, 2017, and the revised Exhibit C is attached hereto.
3. Timely and adequate notice of the pendency of this proceeding *in rem* was given in the manner required by law. The Water Court has jurisdiction over the subject matter of this proceeding and over all who have standing to appear as parties, whether they have appeared or not.

4. Timely Statements of Opposition were filed by the following:
 - 4.1. Amity Mutual Irrigation Company
 - 4.2. Arkansas Valley Ditch Association
 - 4.3. Board of Water Works of Pueblo Colorado
 - 4.4. Colorado Springs Utilities
 - 4.5. District 67 Irrigating Canals Association
 - 4.6. Division Engineer for Water Division No. 2
 - 4.7. Fort Lyon Canal Company
 - 4.8. City of Fountain
 - 4.9. Fountain Mutual Irrigation Company
 - 4.10. Public Service Company of Colorado
 - 4.11. Pueblo West Metropolitan District
 - 4.12. City of Rocky Ford
 - 4.13. Security Water District
 - 4.14. St. Charles Mesa Water District
 - 4.15. State Engineer
 - 4.16. Upper Arkansas Water Conservancy District
 - 4.17. Widefield H2O Supply
 - 4.18. Woodmoor Water and Sanitation District
 - 4.19. Cody Land and Water LLC
5. The time for filing Statements of Opposition and for seeking leave to intervene has expired. St. Charles Mesa Water District and Cody Land and Water LLC withdrew their Statements of Opposition.
6. The land and water rights involved herein are not included within the boundaries of any designated ground water basin.
7. A Consultation Report by the Division Engineer was filed with the Water Court on March 27, 2008.
8. The Applicant has reached stipulations with the following parties:
 - 8.1. City of Colorado Springs acting through the Colorado Springs Utilities, by order of the Court dated April 2, 2014.
 - 8.2. Fort Lyon Canal Company by order of the Court dated December 16, 2015.
 - 8.3. District 67 Irrigation Canals Association by order of the Court dated January 29, 2016
 - 8.4. Amity Mutual Irrigation Company by order of the Court dated January 28, 2016
 - 8.5. Woodmoor Water and Sanitation District by order of the Court dated February 23, 2016

- 8.6. Arkansas Valley Ditch Association by order of the Court dated February 23, 2016
 - 8.7. City of Rocky Ford by order of the Court dated March 15, 2016
 - 8.8. Pueblo West Metropolitan District by order of the Court dated March 29, 2016
 - 8.9. Public Service Company of Colorado by order of the Court dated April 8, 2016
 - 8.10. City of Fountain by order of the Court dated April 8, 2016
 - 8.11. Security Water District by order of the Court dated April 8, 2016
 - 8.12. Fountain Mutual Water Company by order of the Court dated April 8, 2016
 - 8.13. Upper Arkansas Water Conservancy District by order of the Court dated April 18, 2016
 - 8.14. Board of Water Works of Pueblo Colorado by order of the Court dated April 21, 2016
 - 8.15. Widefield H2O Supply by order of the Court dated April 22, 2016
 - 8.16. State Engineer and Division Engineer for Water Division No. 2 by order of the Court dated April 28, 2016.
9. **Overview.** MAGUA is a nonprofit association formed to provide well augmentation services for its members' wells. In this case, MAGUA seeks approval of a plan for augmentation to replace depletions from its members' wells using certain sources of fully consumable water that MAGUA is entitled to use. The members' wells cause depletions to Fountain Creek and the Arkansas River.

PLAN FOR AUGMENTATION

10. **Name of Structures:** This augmentation plan is intended to replace out-of-priority depletions caused by groundwater diversions by structures owned by members of MAGUA described in **EXHIBIT A**. The locations of the wells are shown on **EXHIBIT B**. The depletions affect several reaches of the Arkansas River between approximately the confluence of Fountain Creek and the confluence of the Huerfano River, and affect Fountain Creek from the confluence of Fountain Creek and Sand Creek downstream to the confluence with the Arkansas River. In addition, this plan will replace the ongoing depletions associated with several structures that are no longer MAGUA members ("former members").
11. **Sources of Augmentation Water:** Applicant obtains fully consumable water from the sources identified below, which will be used for augmentation under this plan. All

such use shall be made pursuant to the terms of Applicants' membership in AGUA, applicable leases, and applicable decrees. By including in this plan the sources of water identified in this paragraph 11, MAGUA is not asserting any interest in these water rights or rights to use the same except pursuant to and as allowed by agreement with the owner of such source. Furthermore, this Decree does not change the decrees or the beneficial uses for the following described water rights.

- 11.1. MAGUA's members are members of the Arkansas Groundwater Users Association ("AGUA"). AGUA is a not for profit, member owned association organized to protect and develop surface and underground waters in the Arkansas River Basin. Its stated purposes include to "develop, obtain, adjudicate, and deliver to and otherwise provide protection for its members by augmentation or other water supplies." AGUA's primary source of replacement water is consumptive use credits from AGUA's Excelsior Ditch shares changed in District Court, Water Division 2, Case No. 04CW62, which may be delivered through AGUA's augmentation station or recharge ponds, or may be stored in and released from Pueblo Reservoir pursuant to the decree entered in Case No. 03CW119, District Court, Water Division 2. AGUA's augmentation station returns water to the Arkansas River at the following location: SW $\frac{1}{4}$ Section 34, Township 20 South, Range 63 West of the 6th P.M. The Recharge ponds are located at the following location: NE $\frac{1}{4}$ Section 6, Township 21 South, Range 62 West of the 6th P.M. AGUA owns 1,792 and Stonewall Water, LLC owns 1,541 of the 3,333 shares in the Excelsior Irrigating Company. AGUA may lease some or all of the 1,541 shares owned by Stonewall Water, LLC. AGUA also may lease fully consumable water from the water providers described in this paragraph 11. AGUA provides replacement water to its members to the extent AGUA has water available for such purposes, subject to AGUA's Articles of Incorporation and bylaws. Such water will be allocated to the MAGUA wells that are AGUA members in a manner consistent with allocations to other AGUA members. AGUA assumes the responsibility of providing water to augment all out-of-priority stream depletions attributed to pumping by MAGUA as members of AGUA.
- 11.2. Fully consumable water that may be leased from the following entities by MAGUA or AGUA:

- 11.2.1. Fully consumable water from the Board of Water Works of Pueblo, Colorado ("PBWW") decreed or legally available for augmentation use under this plan including such stored water, direct flow water, reusable municipal effluent, reusable irrigation return flows and reusable lawn irrigation return flows delivered to the Arkansas River. Reusable effluent may be released from Pueblo Municipal Wastewater Treatment Plant. This plant currently discharges treated wastewater to the Arkansas River at a point in the Northeast quarter of Section 5, Township 21 South, Range 64 West of the 6th P.M. The approximate latitude of said point is 38° 15'22" North and the approximate longitude is 104° 34'20" West. PBWW's reusable

irrigation return flows accrue to the Arkansas River in the reach from Fountain Creek to John Martin Reservoir following the lease of PBWW's fully consumable water to irrigation ditch companies for irrigation use. PBWW's reusable lawn irrigation return flows accrue to Fountain Creek and the Arkansas River upstream of the confluence of the Arkansas River and St. Charles River.

11.2.2. Fully consumable water from the Triview Metropolitan District. Triview Metropolitan District water is treated and discharged to Monument Creek from the Upper Monument Creek Regional Wastewater Treatment Facility located in the SW $\frac{1}{4}$ Section 35, Township 11 South, Range 67 West of the 6th P.M. The return flows are derived from Triview's Denver Basin not nontributary groundwater water rights, which are described in the Decrees in Case Nos. 95CW153, 98CW134 and 88CW23(A).

11.2.3. Fully consumable water from Colorado Springs Utilities under the agreement between Colorado Springs Utilities and AGUA dated May 16, 2014 attached as **APPENDIX 1**, and released to one of the following points: Fountain Creek at the Las Vegas Street Wastewater Treatment Facility Outfall on Fountain Creek located in El Paso County in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 20, Township 14 South, Range 66 West, 6th P.M. and at the J.D. Phillips Water Reclamation Facility outfall on Monument Creek in Section 30, Township 13 South, Range 66 West, 6th P.M. or at the confluence of Fountain Creek and the Arkansas River.

11.3. Additional or Alternative Sources for Replacement. Pursuant to Section 37-92-305(8), C.R.S., the Court authorizes Applicant to use supplies of water of limited duration, additional and alternative sources for augmentation if such sources are part of a substitute water supply plan approved pursuant to Section 37-92-308, C.R.S. or if such sources are decreed for such use. This paragraph sets forth the procedure under which such sources may be used in this Decree. These procedures are adequate to prevent injury to other water rights that might otherwise result from the use of the water in this Decree.

11.3.1. Additional Water Rights Separately Decreed or Lawfully Available for Augmentation Use. Where a water right is decreed or lawfully available for augmentation use and not already approved for use in this Decree Applicant shall give at least 35 days advance written Notice of Use of Water Right for Augmentation, to the Court, the Division Engineer and all the objectors herein which shall describe: 1) the water right by name and decree, 2) the annual and monthly amount of water available to Applicant from the water right; 3) the location at which the water will be delivered for replacement; 4) evidence that Applicant has a right to use the water; 5) the manner in which Applicant will account for use of the water; and 6) a proposed updated projection if applicable. If any person wishes to object to the

use of the noticed water source, a written objection shall be filed with the Court within 35 days after the date the Notice is served by Applicant. If no objection is so filed, then Applicant may use the noticed water in the manner stated in the Notice, without further action by the Court. If an objection is filed, the Applicant may not use the noticed water pending the resolution by the Court of the objection. The Court retains jurisdiction for the purpose of resolving any objections to the Notice.

11.3.2. Other Additional Water Rights. As to water rights Applicant seeks to use for replacement in this Decree not decreed for augmentation use Applicant shall provide written notice to the objectors herein of its request for approval of the State Engineer pursuant to Section 37-92-308, C.R.S. Applicant shall not use the noticed water right in this plan for augmentation until the State Engineer's approval of Applicant's request for substitute water supply plan (SWSP) approval has become final, including any appeal. If any person wishes to appeal the decision of the state engineer, a written objection shall be filed with the Court within 35 days after the date the written decision of the State Engineer is mailed to the parties. If no appeal is so filed, then Applicant may use the noticed water rights in this plan in the manner stated in the State Engineer's approval, without further action by the Court. If an appeal from an SWSP approval is so filed, then the Court shall grant an expedited hearing and promptly decide the disputed issues. If an appeal has been filed against an approved SWSP, the Applicant shall only be entitled to use the noticed water rights prior to the resolution of the appeal as authorized by the applicable statute. Neither the approval nor the denial by the State Engineer shall create any presumptions, shift the burden of proof, or serve as a defense in this case. In no event shall the Applicant be allowed to use the same portion of a water right or shares for undecreed augmentation use under this plan pursuant to SWSP approvals for more than the period allowed by C.R.S. § 37-92-308.

11.4. For all sources used in this plan for augmentation, MAGUA shall provide copies of agreements allowing MAGUA's use as provided for in paragraph 14.6 below.

12. **Statement of Plan for Augmentation:** MAGUA is an incorporated association formed from a group of AGUA members that could no longer be covered by AGUA's Rule 14 Arkansas River replacement plan. MAGUA seeks approval for a plan for augmentation to allow pumping of present members' wells and to cover ongoing post-pumping depletions caused by past pumping of present members' wells and former members' wells. MAGUA's members divert water tributary to the Arkansas River or Fountain Creek through the wells described in Exhibit A for their permitted uses. Roughly 70% of the net depletions caused by the structures are located in the

Fountain Creek basin and 30% are located in the Arkansas River basin. The amounts pumped may vary from year to year up to a maximum of 110 acre feet cumulative for all wells, and subject to limitations due to the availability of augmentation water to replace projected lagged depletions as described below. The timing and amount of actual stream depletions is lagged depending upon the use of each well, the distance between each well and the river and the local aquifer properties. MAGUA shall replace all out-of-priority depletions, including ongoing depletions from prior pumping of the wells with fully consumable water available from the sources described above in the time, location, and amount under the terms of this Decree.

13. **Depletions.** Ground water pumped from MAGUA members' wells will be used to provide water for permitted uses.
 - 13.1. Wellhead depletion factors for members' wells are set forth on **EXHIBIT C**, and were determined by Applicant's engineer considering the type of use and manner of application. Wellhead depletion factors will be multiplied by gross pumping to determine the amount of wellhead depletions.
 - 13.2. Stream depletions will be calculated based on the lagging of the wellhead depletions using unit response functions ("URFs") for members' wells. The URFs were computed for each well using IDS AWAS. The parameters used to calculate the URFs and the depletion lagging factors (URFs) are set forth in **EXHIBITS D and E**, respectively.
 - 13.3. Applicant shall replace member and former members' out-of-priority stream depletions in time, location, and amount under the terms of this Decree when there is a call downstream of the location at which said depletions affect Fountain Creek or the Arkansas River (including stream depletions attributed to pumping in previous years by members and former members). All out-of-priority depletions shall be replaced daily and replacement water shall be delivered upstream of the calling water right at the location of the depletion being replaced. The location and stream reach at which depletions occur for each well is provided in **EXHIBIT F**. All sources of augmentation water that originate at or upstream of Pueblo Reservoir must be delivered out of Pueblo Reservoir before being used to replace depletions under this plan. The Division Engineer shall assess reasonable stream transit loss from the point of replacement to the point of depletion. The Division Engineer currently uses the Fountain Creek Transit Loss Model to determine transit losses on Fountain Creek. Pursuant to stipulation with Colorado Springs Utilities in this case, Applicant agrees to pay its applicable pro rata share of charges for said model.
 - 13.4. In order to replace ongoing stream depletions associated with pumping of former members' wells remaining after entry of a decree, starting in the plan year following entry of a decree, Applicant shall deliver one acre foot of replacement water per month for 41 months, which is the number of months necessary to deliver an amount exceeding the total amount of remaining

depletions. The replacement water shall be delivered to the Arkansas River in the reach between Pueblo Reservoir and the confluence with Chico Creek.

- 13.5. MAGUA shall continue to replace out-of-priority stream depletions caused by pumping under the plan for augmentation decreed herein until those depletions have been fully replaced, regardless of whether pumping has been discontinued or curtailed.
14. **Projection.** On or before March 1 of each year MAGUA shall provide the Division Engineer and Objectors that have requested copies with a projection for operation of the plan for augmentation for the upcoming plan year (April 1 to March 31) and the two following years ("Annual Projection"). MAGUA shall provide to Objectors that have requested copies in writing the Annual Projection in the same format it is provided to the Division Engineers. The Annual Projection shall include the following information for each of the plan wells for each month of the plan year and the two following years:
 - 14.1. Based on available augmentation water to replace out-of-priority stream depletions in each reach identified in Exhibit F and associated URFs, the monthly amount of allowable pumping and consumptive use by each well during the plan year, which allowed amounts also will serve as volumetric limits on member pumping.
 - 14.2. Projected plan year and the two following years' stream depletions from plan year pumping by reach.
 - 14.3. Stream depletions by reach occurring during the plan year and the two following years resulting from pumping in years prior to the plan year, including ongoing depletions from pumping of member wells and former members' wells.
 - 14.4. Total stream depletion by reach during the plan year and the two following years from projected pumping during the plan year and from pumping in previous years.
 - 14.5. Sources and quantity of augmentation water available to replace out-of-priority stream depletions in each reach for the plan year and the two following years for which MAGUA owns or has the right to use pursuant to existing written leases, based on the assumption that there will be a call in effect during the entire plan year and the two following years.
 - 14.6. MAGUA shall include with its submission of the Annual Projection copies of agreements allowing MAGUA's use of the sources of water included in the Annual Projection.
 - 14.7. The Annual Projection shall be subject to approval by the Division Engineer. The Division Engineer shall review the Annual Projection during the month of

March so that approval will be complete before the April 1 to March 31 plan year commences. In the event the Division Engineer does not approve the Annual Projection due to a determination that the projection will not prevent injury to other water rights, MAGUA will not be allowed to divert in that plan year until acceptable modifications have been made. If the Annual Projection demonstrates sufficient replacement supplies to replace all depletions in time, location, and amount under the terms of this Decree, but the Division Engineer has not otherwise approved the Annual Projection before the plan year commences, MAGUA may commence diversions on April 1 and continue temporarily until June 1 as similarly allowed under the Amended Rules and Regulations Governing the Diversion of Tributary Ground Water in the Arkansas River Basin, Colorado, and thereafter for the balance of the plan year as the Annual Projection, as reasonably modified, is approved by the Division Engineer. Initial operation of the plan for augmentation following entry of this Decree shall continue pursuant to the Substitute Water Supply Plan then in effect until that Substitute Water Supply Plan expires. Thereafter, the plan for augmentation will operate pursuant to the terms and conditions of this Decree. The Court shall retain jurisdiction in perpetuity to resolve disputes as to modifications of the Projection.

- 14.8. The Annual Projection form, **EXHIBIT G**, is not decreed herein and may be modified as approved or required by the Division Engineer, as long as the modifications are consistent with the provisions of this Decree, the modified form contains at a minimum the information included in the form attached as Exhibit G, and Opposers are given thirty-five (35) days advance written notice of proposed changes and are allowed thirty-five (35) days after receipt of said notice to provide comments to the Division Engineer, and all changes are approved by the Division Engineer. The Annual Projection form shall be made available to any objector in this case upon written request.
- 14.9. The Annual Projection shall be updated monthly, and allowable pumping limits modified or pumping curtailed based on the updated projection.
15. **Accounting.** MAGUA shall account daily for the operation of the augmentation plan and shall submit its accounting monthly to the Division Engineer without a request and to other Objectors upon request. Such accounting shall include monthly pumping, pumping year to date, pumping entitlements, daily well depletions, and daily out-of-priority stream depletions (for all augmentation plan pumping to date) for each well described in paragraph 10 by reach, the amounts and sources of and augmentation water provided on a daily basis by reach and associated transit losses. The accounting form, **EXHIBIT H**, is not decreed herein and may be modified as approved or required by the Division Engineer, as long as the modifications are consistent with the provisions of this Decree, the modified accounting contains at a minimum the information included in the form attached as Exhibit H, and Opposers are given thirty-five (35) days advance written notice of proposed changes and are allowed thirty-five (35) days after receipt of said notice to provide comments to the Division Engineer, and all changes are approved by the Division Engineer. The

accounting sheet for this Decree shall be submitted to the Water Commissioner on a monthly basis and made available to any objector in this case upon written request. this Decree

16. Additional Terms and Conditions on plan for augmentation.

- 16.1. The augmented structures under this plan for augmentation are limited to the wells described in paragraph 10. The existing well permits will be cancelled and new well permits will be issued consistent with this Decree upon submission of the correct application, fee, and any additional information required by the State Engineer's office for evaluation of a well permit application. Applicant shall apply for new well permits within 60 days of entry of this Decree. This Decree and permits issued in accordance with this Decree do not constitute an award or confirmation of any new water rights or priorities for the wells. The plan also replaces depletions from former members' wells as set forth above. Additional structures may be added to the plan for augmentation only upon approval by the Water Court of an application filed pursuant to Section 37-92-301, *et seq.*, C.R.S., to amend the plan for augmentation decreed herein to add additional structures. In addition to providing notice of the application in the Division 2 Resume pursuant to statute, a copy of the application shall be served on the parties herein.
- 16.2. Total annual pumping under the plan decreed herein shall not exceed 110 acre feet, and shall at all times be further limited based on the projection in paragraph 14.
- 16.3. If the owner of a well included in this augmentation plan desires to change the use of the well and to augment the new uses under this plan, the owner or MAGUA shall file an application with the Water Court. In addition to providing notice of the application in the Division 2 Resume pursuant to statute, a copy of the application shall be served on the parties herein.
- 16.4. All wells covered by this plan for augmentation shall be metered. Meters shall be installed, operated, tested and verified in accordance with Amended Rules Governing the Measurement of Ground Water Diversions Located in the Arkansas River Basin, Case No. 05CW88, and other applicable rules adopted in the future by the State Engineer. Meter readings shall be read and recorded monthly.
- 16.5. Augmentation water available to MAGUA shall be allocated as necessary in the projection and accounting to cover post-pumping depletions from pumping that has already occurred before being allocated to cover or allow any new pumping. The plan for augmentation will be operational until all out-of-priority stream depletions attributed to pumping under this plan have been fully replaced in compliance with this Decree using the augmentation sources listed in paragraph 11, or augmentation sources added to the plan as provided in paragraph 11.3. Water delivered by AGUA will continue to

augment depletions from pumping during previous years until fully replaced. However, this Decree does not create any obligation on any other entity to provide replacement water. Any augmentation water used in this plan that is not owned by MAGUA shall be used subject to the terms of the lease or other agreement to use such water, and this Decree shall not impose any obligation to replace depletions from pumping of the wells included in this plan for augmentation on the owner of such water.

- 16.6. Wells may be removed from the plan for augmentation only upon approval by the Water Court. MAGUA may file and serve on all objectors a petition to remove a well from this plan, which petition shall set forth the manner in which any remaining ongoing depletions from the well to be removed will be replaced. Objectors shall have 63 days to file and serve objections to such petition. MAGUA shall bear the burden of proving that removal of any well from this plan shall not cause injury. MAGUA shall remain responsible for the replacement of all post-pumping depletions from pumping by the removed wells under this plan for augmentation until all such depletions are fully replaced.
- 16.7. Pursuant to Section 37-92-305(8)(c), C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced to prevent injury to vested water rights.
- 16.8. This Decree does not guarantee or otherwise affect MAGUA's members' membership in AGUA. This Decree does not affect MAGUA's members' obligations as members of AGUA to comply with AGUA's Bylaws, rules and regulations. As long as MAGUA members are AGUA members in good standing, the members are entitled, in conformity with the Bylaws, rules and regulations of AGUA, to use of augmentation water owned or leased by AGUA, or otherwise made available to AGUA. This Decree does not create additional obligations for AGUA beyond the obligations AGUA has to all AGUA members. Applicant does not own a property interest in the water rights owned by AGUA, and this Decree does not encumber AGUA's water rights and water leases and agreements to use water.

CONCLUSIONS OF LAW

17. The foregoing Findings of Fact are incorporated into these Conclusions of Law to the extent they constitute conclusions of law.
18. The application was filed with the Water Clerk and notice was provided in accordance with the provision of Section 37-92-302(1)(a), C.R.S.
19. This Court has jurisdiction over the subject matter of this case, to enter the decree requested, and over all persons affected thereby, whether they appeared or not. This is a "water matter." §§ 37-92-101, et seq. C.R.S.

20. A plan for augmentation shall be approved if it will not injuriously affect the owner or persons entitled to use water under a vested water right or decreed conditional water right. § 37-92-305(3)(a), C.R.S.
21. The Applicant has met all required standards and burdens of proof necessary to adjudicate the requested plan for augmentation, and, therefore, is entitled to a decree confirming and approving the requested plan for augmentation.
22. The water to be provided to replace depletions hereunder is and shall continue to be of a quality and quantity so as to meet the requirements for which the water of senior appropriators has normally been used, and such replacement water shall be accepted by senior appropriators in substitution for water derived by the exercise of their decreed rights in compliance with Section 37-92-305(5), C.R.S.
23. A plan for augmentation that relies on a supply of augmentation water which, by contract or otherwise, is limited in duration shall not be denied solely upon the ground that the supply of augmentation water is limited in duration, so long as the terms and conditions of the plan prevent injury to vested water rights. § 37-92-305(8)(c), C.R.S.

DECREE

24. The foregoing Findings of Fact and Conclusions of Law are incorporated as part of this Ruling of the Water Referee as if set forth in full herein.
25. The terms and conditions provided for in this Decree are adequate to assure that no material injury to any water users will result from the operation of the plan for augmentation.
26. The Applicant has entered into the stipulations listed in paragraph 8, above, which are incorporated herein by reference, the conditions of which reasonably limit or otherwise affect the Applicant's right to operate the plan for augmentation described herein. These stipulations are hereby approved and to the extent the stipulations affect the Applicant's rights, the stipulations are made a part of this Decree. Each stipulation shall bind and benefit the Applicant and the other party(ies) to the stipulation. Except as expressly provided in this Decree or in stipulations to which they are signatories, parties in this case are not bound by, nor do they benefit from, stipulations to which they are not signatories.

It is therefore ORDERED:

27. The plan for augmentation is approved, subject to the terms and conditions set forth herein.
28. Measuring Devices. In addition to the meters expressly requires herein, Applicant shall install and maintain, at Applicant's expense, such additional meters, gauges, or

other measuring devices as are required by the Water Commissioner or Division Engineer, and shall report at reasonable times to the Water Commissioner and/or Division Engineer the readings of such additional meters, gauges, or other measuring devices pursuant to Section 37-92-502(5)(a), C.R.S.

29. That this Court shall retain jurisdiction pursuant to Section 37-92-304(6), C.R.S. for reconsideration of the question of injury to vested or conditionally decreed water rights of others resulting from operation of the plan for augmentation decreed herein for a period of five (5) years following the date of this Decree. Any party seeking to invoke this Court's retained jurisdiction shall file and serve a petition pleading sufficient facts which, if proved, meet its burden of going forward to show that injury has occurred or is likely to occur, based on operational experience involving the out-of-priority diversions and depletions covered by the augmentation plan. If the petition alleges such facts, the Court shall conduct additional proceedings. In such additional proceedings, the petitioner has the burden of going forward with sufficient evidence that injury has occurred or is likely to occur because the existing decree is inadequate to preclude or remedy injury. If the petitioner meets its burden of going forward, the burden of establishing non-injury and the existence of adequate provisions in the existing decree to preclude and remedy injury rests upon the Applicant. If the Court finds that injury has occurred or is likely to occur, the Court will then proceed to hear evidence regarding the additional terms and conditions that should be imposed upon the plan for augmentation to prevent injury caused by operation of the plan for augmentation. The Court shall retain jurisdiction for consideration of use of sources of augmentation water specifically identified in paragraph 11 until 5 years following the first use of that source in the plan for augmentation decreed herein. Applicant shall file a notice with the Court when it uses sources of augmentation water specifically identified in paragraph 11, which shall commence the 5-year period. The Court shall retain perpetual jurisdiction for consideration of objections to use of additional sources of augmentation water pursuant to the procedure set forth in paragraph 11.3 and petitions for removal of wells from this plan pursuant to the procedure set forth in paragraph 16.6.
30. No Precedent. There was no trial in this matter and no issues were litigated. The Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court contained herein was completed as the result of substantial discussions, negotiations and compromises by, between and among Applicants and the other parties herein pertaining to all parts of the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court. It is specifically understood and agreed by the parties hereto that the acquiescence of the parties to a stipulated decree under the specific factual and legal circumstances of this contested matter and upon the numerous and interrelated compromises reached by the parties, shall never give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches or otherwise, nor to any administrative or judicial practice or precedent, by or against any of the parties hereto in any other matter, case or dispute, nor shall testimony concerning such acquiescence of any party to a stipulated decree herein be allowed in any other matter, case or dispute.

Dated this 2nd day of November, 2017.



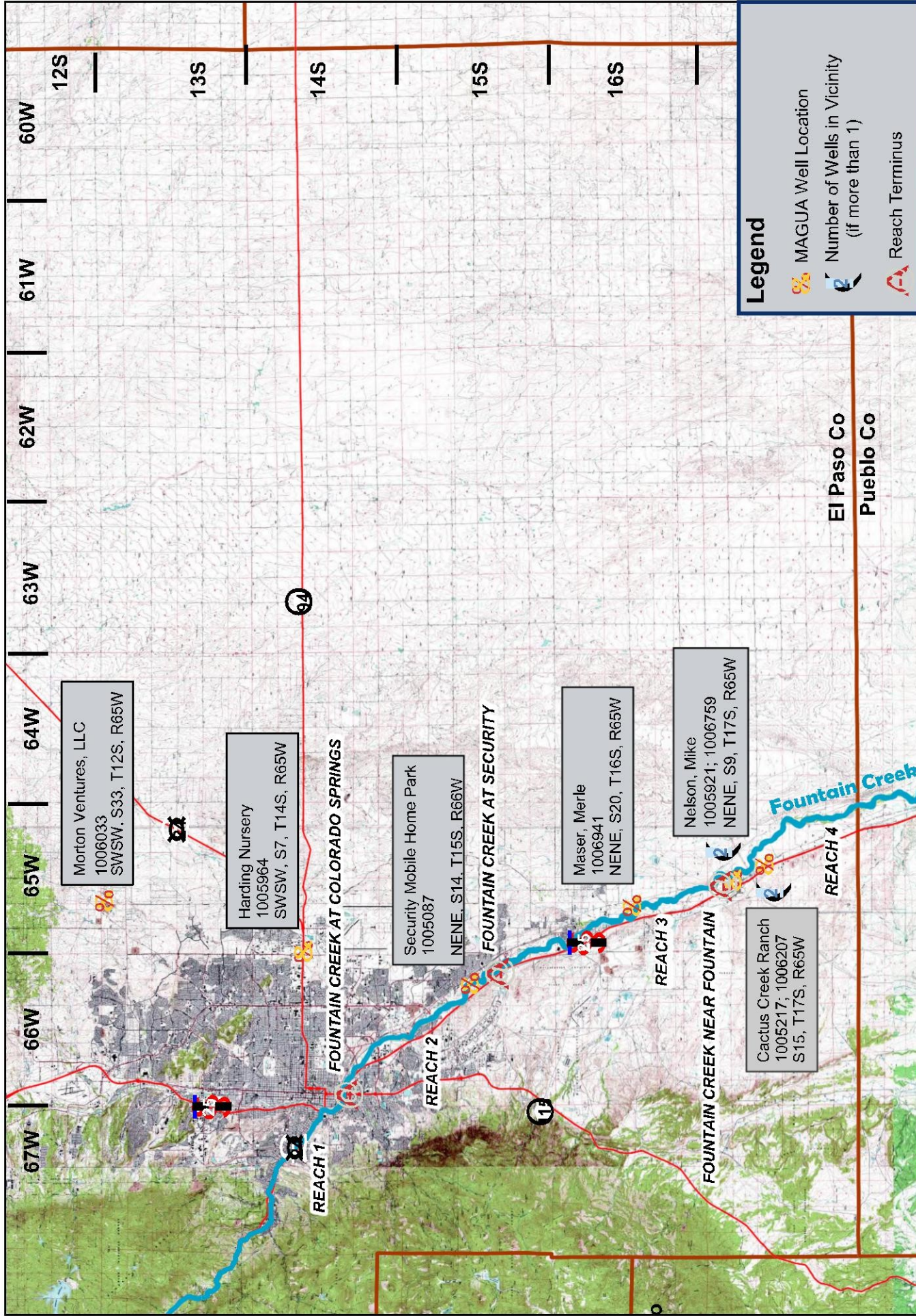
BY THE COURT:

Larry C. Schwartz
LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

EXHIBIT A, CASE NO. 07CW129

WELL LOCATIONS

Name	Structure ID	Permit #	1/4, 1/4	Sec	T (S)	R (W)
Wells in the Fountain Creek basin						
Belmont Stables	1005130	47607	NENE	1	20	65
Cactus Creek Ranch	1005217	85145	SESW	15	17	65
Cactus Creek Ranch	1006207	53192-F	SESW	15	17	65
Harding Nursery	1005964	923A	SWSW	7	14	65
McCanne, Roy & Laurie	1006777	60293F	SWSW	30	19	64
Morton Ventures, LLP	1006033	59511	SWNW	33	12	65
Nelson, Mike	1005921	55430-F	NENE	9	17	65
Nelson, Mike	1006759	66420	NENE	9	17	65
Security Mobile Home Park	1005087	46058	NENE	14	15	66
Maser, Merle	1006941	59538-A	NENE	20	16	65
G-Bar LLC	1006939	148121	SESE	36	19	65
Anaya, Don & Colleen	1005129	48546	SESE	36	19	65
Wells in the Arkansas River						
Baxter Road Gravel Pit	1406563	57014-F	SESE	36	20	64
O'Neal Waterworks Resources	1406022B	607-RN	NWNW	31	20	63
Keator, Norm & Charlotte	1505021	none	SESE	5	21	63
Two River Pit	1405118	52194-F	SESE	7	21	61
Former Members Wells						
Blue Mesa Landscaping	1006206	32204A	SESW	7	13	65
Cottonwood Mobile Home Park	1706213	none	SWNW	3	23	52
Goodnight Court Trailer Park	1406316	137556	NESW	33	20	65
Hadley Rest Area	1708181	90051	NENE	24	23	54
Lafarge Concrete Batch Plant	1405128	none	SWSW	34	20	63
Prospectors Inc. Car Wash	1706427	438-RN	SWSW	1	24	55



		MAGUA Well Locations		FIGURE NO. 1A
		JOB NO: 0144.001.00	SCALE: 1:316,800	

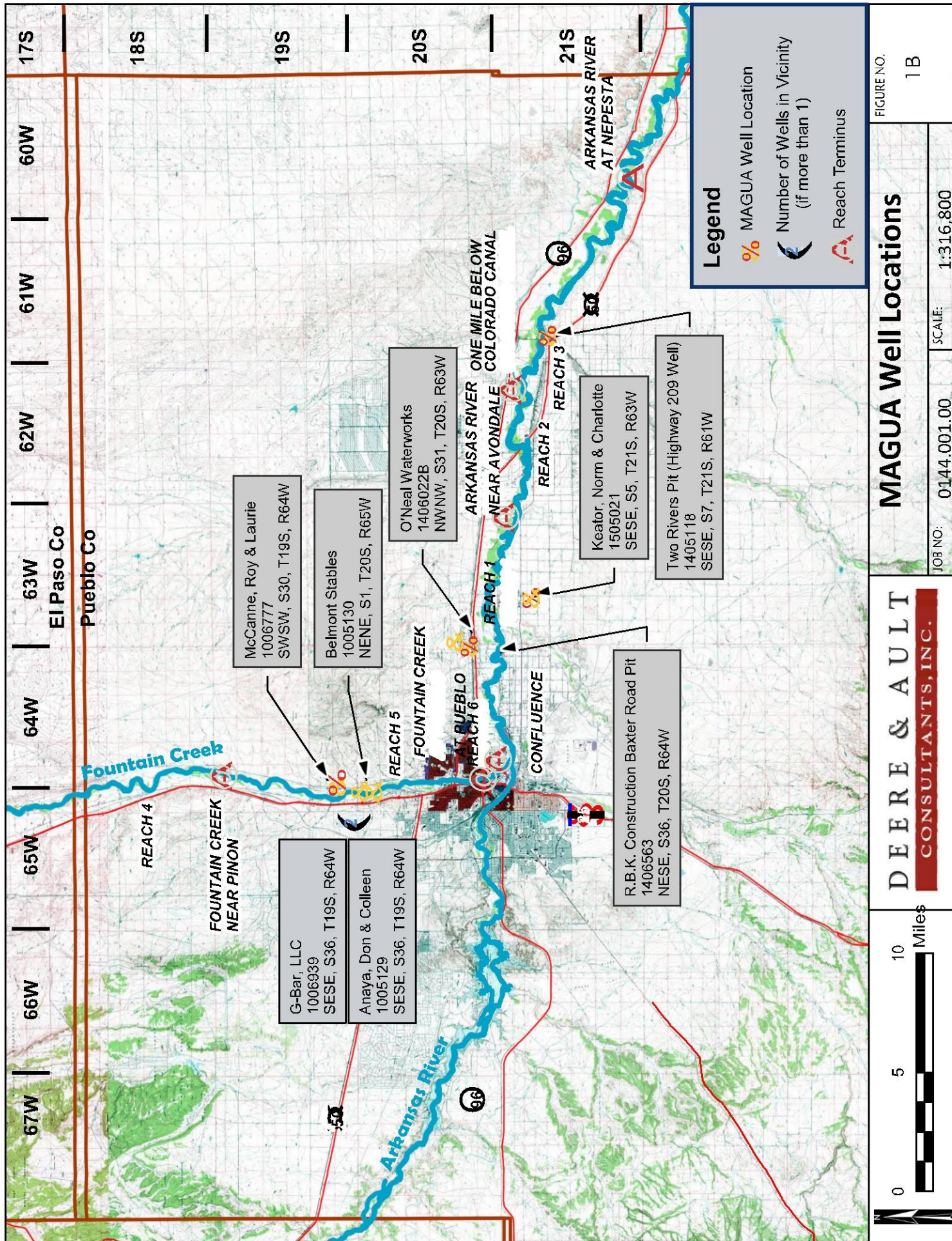


EXHIBIT C, CASE NO. 07CW129
WELLHEAD DEPLETION FACTORS

REVISED _____, 2017

Name	Structure ID	Factor for Separately Metered Indoor Uses (a)	Factor for Separately Metered Outdoor Uses	Factor for Other Uses (b)
Belmont Stables	1005130	10%	82%	100%
Cactus Creek Ranch	1005217	10%	82%	100%
Cactus Creek Ranch	1006207	10%	82%	100%
Harding Nursery	1005964	5%	82%	100%
McCanne, Roy & Laurie	1006777	10%	82%	100%
Morton Ventures, LLP	1006033	10%	82%	100%(e)
Nelson, Mike	1005921	10%	82%	100%
Nelson, Mike	1006759	10%	82%	100%
Security Mobile Home Park	1005087	10%(c)	82%(c)	NA
Maser, Merle	1006941	10%	82%	100%
G-Bar LLC	1006939	10%	82%	100%
Anaya, Don	1005129	10%	82%	100%
Baxter Road Gravel Pit	1406563	NA	NA	100%(e)
O'Neal Waterworks Resources	1406022B	10% (c)	82%(c)	NA
Keator, Norm & Charlotte	1505021	10%	65% (d)	100%
Two Rivers Pit	1405118	NA	NA	100%

- (a) Indoor Uses include ordinary household purposes, the return flows from which are delivered to a non-evaporative septic system or municipal WWTP (Harding). Indoor Uses do not include the Other Uses identified in note b.
- (b) Other Uses with 100% depletion factor includes Indoor Uses and Outdoor Uses if not separately metered (except the Security and O'Neal wells), and also includes various other uses for livestock, poultry, horse arenas, greenhouse, nursery, dust suppression, aggregate, drip irrigation and pond evaporation.
- (c) All metered usage from December - February for Security and O'Neal shall be attributed to Indoor Uses. Monthly Indoor Use for March - November shall be equal to the average monthly Indoor Use for the preceding December through February ("base use"). Total water usage exceeding the base use in any month from March - November shall be attributed to Irrigation Use (82%).
- (d) The Outdoor Use depletion factor shall be adjusted to 85% if sprinklers are used or 100% if a drip irrigation system is used.
- (e) 100% of the evaporation from the Baxter Pit and Nelson pond shall be replaced, which shall be calculated as the product of net annual shallow lake evaporation, the monthly distribution factor, and the acreage. Values for annual shallow lake evaporation are determined according to NOAA Technical Report NWS 33, Evaporation Atlas for the Contiguous 48 United States (Map 3) and monthly distribution factors are obtained from the State of Colorado's General Guidelines for Substitute Water Supply Plans for Sand and Gravel Pits.

TABLE 7
STREAM DEPLETION LAGGING PARAMETERS

Middle Arkansas Groundwater Users Member Name	Well WIDID	Impacted Stream	Stream Reach	Distance to Stream (feet)	Aquifer Width at Well (feet)	Transmissivity (gal/day/ft)	Specific Yield (ft/ft)
Anaya, Don & Colleen	1005129	Fountain Creek	Reach 5	360	4,650	60,000	0.20
Belmont Stables	1005130	Fountain Creek	Reach 5	360	4,650	60,000	0.20
Cactus Creek Ranch	1005217 & 1006207	Fountain Creek	Reach 4	5,450	5,450	99,000	0.20
G-Bar, LLC	1006939	Fountain Creek	Reach 5	830	5,100	60,000	0.20
Harding Nursery	1005964	Sand Creek	Reach 2	2,200	3,100	50,000	0.20
Maser, Merle	1006941	Fountain Creek	Reach 3	1,030	6,650	200,000	0.20
McCanne, Roy & Laurie	1006777	Fountain Creek	Reach 5	2,560	3,850	60,000	0.20
Morton Ventures, LLP	1006033	Sand Creek	Reach 2	1,700	2,750	1,500	0.20
Nelson, Mike	1005921 & 1006759	Fountain Creek	Reach 4	1,800	4,300	99,000	0.10
Security Mobile Home Park	1005087	Fountain Creek	Reach 2	1,020	1,020	200,000	0.20
Baxter Road Pit	1406563	Arkansas River	Reach 1	700	4300	90,000	0.20
Keator, Norm & Charlotte	1505021	Arkansas River	Reach 1	7,200	15,600	90,000	0.20
O'Neal Waterworks Resources	1406022B	Arkansas River	Reach 1	3,670	3,800	90,000	0.20
Two Rivers Pit (Highway 209 Well)	1405118	Arkansas River	Reach 3	650	5,500	90,000	0.20

Notes:

Transmissivity values based on Colorado Ground-Water Circular No. 11. Specific yield assumed to be 0.20, except Nelson well at 0.10 based on site specific value.

Distances measured from CDSS MapViewer and USGS maps based on approximate well locations.

Fountain Reach 1	Fountain Creek upstream of 07105500 Fountain Creek at Colorado Springs	Transit Loss Model Subreaches 1 through 15
Fountain Reach 2	07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security	Transit Loss Model Subreaches 16 - 18
Fountain Reach 3	07105800 Fountain Creek at Security to 07106000 Fountain Creek near Fountain	Transit Loss Model Subreaches 19 - 24
Fountain Reach 4	07106000 Fountain Creek near Fountain to 07106300 Fountain Creek near Pinon	Transit Loss Model Subreaches 25 - 30
Fountain Reach 5	07106300 Fountain Creek near Pinon to 07106500 Fountain Creek at Pueblo	Transit Loss Model Subreaches 31 and 32
Fountain Reach 6	07106500 Fountain Creek at Pueblo to mouth	Transit Loss Model Subreach 33
Arkansas Reach 1	Fountain Creek confluence to 07109500 Arkansas River near Avondale	
Arkansas Reach 2	07109500 Arkansas River near Avondale to West Line Section 12, T21S, R62W	
Arkansas Reach 3	West Line Section 12, T21S, R62W to 07117500 Arkansas River at Nepesta	

07CW129
Proposed Decree
Exhibit D

TABLE 8
DEPLETION LAGGING FACTORS

Anaya 1005129 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.72	0.17	0.04	0.02	0.01	0.01	0.01	0.01	0.01			
Totals												1.00

Belmont 1005130 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.72	0.17	0.04	0.02	0.01	0.01	0.01	0.01	0.01			
Totals												1.00

Cactus Creek 1005217 & 1006207 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.00	0.05	0.12	0.13	0.12	0.10	0.08	0.07	0.06	0.05	0.04	0.04
2	0.03	0.02	0.02	0.02	0.02	0.01	0.01	0.01				
Totals												0.86 0.14 1.00

G-Bar 1006939 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.42	0.27	0.08	0.04	0.03	0.02	0.02	0.02	0.02	0.01	0.01	0.01
2	0.01	0.01	0.01	0.01	0.01							
Totals												0.95 0.05 1.00

Harding 1005964 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.04	0.19	0.19	0.14	0.11	0.09	0.07	0.05	0.04	0.03	0.02	0.02
2	0.01											
Totals												0.99 0.01 1.00

Maser 1006941 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.57	0.23	0.06	0.04	0.03	0.02	0.02	0.02	0.01			
Totals												1.00

TABLE 8
DEPLETION LAGGING FACTORS

McCanne 1006777 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.03	0.16	0.16	0.13	0.11	0.08	0.07	0.06	0.04	0.04	0.03	0.03	0.94
2	0.02	0.02	0.01	0.01									0.06
													1.00

[illegible]

Nelson 1005921 & 1006759 URF													
Year	Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
1	0.35	0.32	0.16	0.09	0.05	0.03							1.00

TABLE 8
DEPLETION LAGGING FACTORS

Security MHP 1005087 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.37	0.13										Totals 1.00

Baxter Road Pit 1406563 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.56	0.23	0.07	0.04	0.03	0.02	0.02	0.02	0.01			Totals 1.00

Keator 1505021 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.000	0.000	0.020	0.030	0.040	0.040	0.030	0.030	0.030	0.030	0.030	0.310
2	0.020	0.020	0.020	0.020	0.020	0.020	0.020	0.010	0.010	0.010	0.010	0.190
3	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
4	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
5	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
6	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.120
7	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.020
												1.000

O'Neal Waterworks 1406022 URF												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.03	0.18	0.22	0.16	0.13	0.09	0.07	0.05	0.03	0.02	0.02	Totals 1.00

Two Rivers Pit (Highway 209 Well) 1405118												
Year	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1	0.60	0.22	0.06	0.03	0.02	0.02	0.01	0.01	0.01	0.01	0.01	Totals 1.00

EXHIBIT F, CASE NO. 07CW129

LOCATION OF DEPLETIONS

Name	Structure ID	Location of depletions				Stream Reach
		1/4 1/4	Sec	T (S)	R (W)	
Wells in the Fountain Creek basin						
Belmont Stables	1005130	NENE	1	20	65	Reach 5
Cactus Creek Ranch	1005217	NESW	14	17	65	Reach 4
Cactus Creek Ranch	1006207	NESW	14	17	65	Reach 4
Harding Nursery	1005964	NWNW	18	14	65	Reach 2
McCanne, Roy & Laurie	1006777	NWNE	36	19	65	Reach 5
Morton Ventures, LLP	1006033	SWNE	33	12	65	Reach 2
Nelson, Mike	1005921	NWNW	10	17	65	Reach 4
Nelson, Mike	1006759	SWNW	10	17	65	Reach 4
Security Mobile Home Park	1005087	SWNE	14	15	66	Reach 2
Maser, Merle	1006941	NENE	20	16	65	Reach 3
G-Bar LLC	1006939	SESE	36	19	65	Reach 5
Anaya, Don	1005129	NENE	1	20	65	Reach 5
Wells in the Arkansas River						
Baxter Road Gravel Pit	1406563	SWSW	31	20	63	Reach 1
O'Neal Waterworks Resources	1406022B	SESW	31	20	63	Reach 1
Keator, Norm & Charlotte	1505021	NENE	4	21	63	Reach 1
Two Rivers Pit	1405118	NWSW	8	21	61	Reach 3

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
PROJECTED PUMPING AND WELLHEAD DEPLETIONS

	Fountain Creek Wells										Arkansas River Wells				All
Name	Security Mobile Home Park	Belmont Stables	Cactus Creek Ranch	Nelson, Mike	Harding Nursery	Morton Ventures, LLP	McCanne, Roy & Laurie Maser, Merle G-Bar, LLC	Anaya, Don & Colleen	Baxter Road Pit	Two Rivers Pit	O'Neal Waterworks Resources	Keator, Norm & Charlotte			
WDID	1005087	1005130	1005217 & 1006207	1006759	1005964	1006033	1006777	1006941	1006939	1005129	1406022B	1505021			
Reach	2	5	4	4	2	2	5	3	5	5	1	3	1	1	Total
Summary of Projected Well Pumping (acre-feet)															
April															0.00
May															0.00
June															0.00
July															0.00
August															0.00
September															0.00
October															0.00
November															0.00
December															0.00
January															0.00
February															0.00
March															0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Summary of Projected Wellhead Depletions (acre-feet)															
April															0.00
May															0.00
June															0.00
July															0.00
August															0.00
September															0.00
October															0.00
November															0.00
December															0.00
January															0.00
February															0.00
March															0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**07CW129
Proposed Decree
Exhibit G**

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20_	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20 +1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Plan Year and Prior Years Pumping

(all values in acre-feet)

20 +2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20_	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20 +1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Plan Year Pumping Only

(all values in acre-feet)

20 +2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
FOUNTAIN CREEK													
REACH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REACH 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED STREAM DEPLETIONS

Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20_	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
RAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

1st Post Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20 +1	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
RAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

2nd Post Plan Year Depletions from Prior Years Pumping Only

(all values in acre-feet)

20 +2	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
RAIN CREEK													
REACH 2													0.00
REACH 3													0.00
REACH 4													0.00
REACH 5													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ARKANSAS RIVER													
REACH 1													0.00
REACH 3													0.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ALL REACHES													
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Arkansas River Reach 1 includes 1 acre-foot per month for former member depletions

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
SUMMARY OF PROJECTED AUGMENTATION REPLACEMENTS

Plan Year
(values in acre-feet)

[illegible]

1st Post Plan Year
(values in acre-feet)

[illegible]

2nd Post Plan Year
(values in acre-feet)

[illegible]

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20 PLAN YEAR MONTHLY ACCOUNTING

(all values in acre-feet)

WDID	Stream	Reach	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Pumping Entitlements
1005964	Fountain	2													0	
1006033	Fountain	2													0	
1005087	Fountain	2													0	
1006941	Fountain	3													0	
1005217 & 1006207	Fountain	4													0	
1005921 & 1006759	Fountain	4													0	
1005130	Fountain	5													0	
1006777	Fountain	5													0	
1006939	Fountain	5													0	
1005129	Fountain	5													0	
1406563	Arkansas	1													0	
1406022	Arkansas	1													0	
1505021	Arkansas	1													0	
1405118	Arkansas	3													0	
Total			0	0	0	0	0	0	0	0	0	0	0	0	0	

WDID	Stream	Reach	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Depletion Factor
1005964	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	91.66%
1006033	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	78.00%
1005087	Fountain	2	0	0	0	0	0	0	0	0	0	0	0	0	0	29.54%
1006941	Fountain	3	0	0	0	0	0	0	0	0	0	0	0	0	0	61.53%
1005217 & 1006207	Fountain	4	0	0	0	0	0	0	0	0	0	0	0	0	0	60.19%
1005921 & 1006759	Fountain	4	0	0	0	0	0	0	0	0	0	0	0	0	0	87.20%
1005130	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	57.64%
1006777	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	82.00%
1006939	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	34.98%
1005129	Fountain	5	0	0	0	0	0	0	0	0	0	0	0	0	0	61.97%
1406563	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	100.00%
1406022	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	23.58%
1505021	Arkansas	1	0	0	0	0	0	0	0	0	0	0	0	0	0	65.00%
1405118	Arkansas	3	0	0	0	0	0	0	0	0	0	0	0	0	0	100.00%
Total			0	0	0	0	0	0	0	0	0	0	0	0	0	

Fountain Reach 1 Upstream of 07105500 Fountain Creek at Colorado Springs
Fountain Reach 2 07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security
Fountain Reach 3 07105800 Fountain Creek at Security to 07106000 Fountain Creek near Fountain
Fountain Reach 4 07106000 Fountain Creek near Fountain to 07106300 Fountain Creek near Phon
Fountain Reach 5 07106300 Fountain Creek near Phon to 07106500 Fountain Creek at Pueblo
Arkansas Reach 1 Fountain Creek to Arkansas River near Avondale
Arkansas Reach 3 Colorado Canal to Arkansas River near Nepesta

USGS Transit Loss Model Subreaches 1 – 14
USGS Transit Loss Model Subreaches 15 – 18
USGS Transit Loss Model Subreaches 19 – 24
USGS Transit Loss Model Subreaches 25 – 30
USGS Transit Loss Model Subreaches 31 – 32

07CW129
Proposed Decree
Exhibit H

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20 PLAN YEAR MONTHLY ACCOUNTING

(all values in acre-feet)

WDJD	Stream	Reach	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
1005964	Fountain	2													0
1006033	Fountain	2													0
1005087	Fountain	2													0
1006941	Fountain	3													0
1005217 & 1006207	Fountain	4													0
1005921 & 1006759	Fountain	4													0
1005130	Fountain	5													0
1006777	Fountain	5													0
1006949	Fountain	5													0
1005129	Fountain	5													0
1406563	Arkansas	1													0
1406022	Arkansas	1													0
1505021	Arkansas	1													0
1405118	Arkansas	3													0
Former Plan Members															0
Total			0	0	0	0	0	0	0	0	0	0	0	0	0

	Stream	Reach	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
Replacement Credits Available (after transit losses)	Fountain	2													0
	Fountain	3													0
	Fountain	4													0
	Fountain	5													0
	Arkansas	1													0
Replacement Credits Applied to Depletions	Arkansas	3													0
	Former Members														0
	Fountain	2													0
	Fountain	3													0
	Fountain	4													0
Remaining Depletions Credits\{Deficit\}	Fountain	5													0
	Arkansas	1													0
	Arkansas	3													0
	Former Members														0
	Fountain	2													0
Remaining Depletions Credits\{Deficit\}	Fountain	3													0
	Fountain	4													0
	Fountain	5													0
	Arkansas	1													0
	Arkansas	3													0
Former Plan Members															0

Fountain Reach 1
Fountain Reach 2
Fountain Reach 3
Fountain Reach 4
Fountain Reach 5
Arkansas Reach 1
Arkansas Reach 3

Upstream of 07105500 Fountain Creek at Colorado Springs
07105500 Fountain Creek at Colorado Springs to 07105800 Fountain Creek at Security
07105800 Fountain Creek at Security to 07106000 Fountain Creek near Pinon
07106000 Fountain Creek near Pinon to 07106300 Fountain Creek near Pueblo
07106300 Fountain Creek near Pinon to 07106500 Fountain Creek at Avondale
Fountain Creek to Arkansas River near Nepesta
Colorado Canal to Arkansas River near Nepesta

USGS Transit Loss Model Subreaches 1 – 14
USGS Transit Loss Model Subreaches 15 – 18
USGS Transit Loss Model Subreaches 19 – 24
USGS Transit Loss Model Subreaches 25 – 30
USGS Transit Loss Model Subreaches 31 – 32

MIDDLE ARKANSAS GROUNDWATER USERS ASSOCIATION, CASE NO. 07CW129
20 DAILY REPLACEMENT CREDITS

Month	Day	Source of Fountain Creek Replacement Water	Total Amount Released (AF)	Avail. at Fountain Reach 2 (after loss) (AF)	Avail. at Fountain Reach 3 (after loss) (AF)	Avail. at Fountain Reach 4 (after loss) (AF)	Avail. at Fountain Reach 5 (after loss) (AF)	Source of Arkansas River Replacement Water	Total Amount Released (AF)	Avail. at Arkansas Reach 1 (after loss) (AF)	Avail. at Arkansas Reach 3 (after loss) (AF)
April	1										
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										
	11										
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	24										
	25										
	26										
	27										
	28										
	29										
	30										
May	1										
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
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	26										
	27										
	28										
	29										
	30										
	31										
June	1										