

March 31, 2020

Jared Dains, P.E.  
Applegate Group, Inc.  
1490 West 121<sup>st</sup> Avenue, Suite 100  
Denver, CO 80234

**Re: Aggregate Industries South Platte Combined Replacement Plan (WDID 0202565)**  
**Plan IDs 3614, 4773, 3624, 4772, 4616, 3437, 3376, 3650, 3668, 5475, 5829, and 6090**  
**Water Division 1, Water Districts 2, 3, 5 and 6, Weld, Boulder, and Adams Counties**

**Approval Period: January 1, 2020 through December 31, 2020**

*Contact information for Mr. Dains: 303-452-6611; [jareddains@applegategroup.com](mailto:jareddains@applegategroup.com)*

Dear Mr. Dains:

We have reviewed your letter dated December 30, 2019 requesting requesting renewal of a substitute water supply plan in accordance with section 37-90-137(11), C.R.S., to cover depletions caused by gravel mining operations at multiple mine sites operated by Aggregate Industries (“Aggregate” or “Applicant”) along the South Platte River mainstem, Lower Poudre River (Timnath Reservoir inlet to the confluence with the South Platte River) and St. Vrain River. This plan proposes to replace depletions resulting from current and past mining at twelve (12) sites, including two new additions, specified in Table A below. The required fee of \$3,084 (12 sites × \$257/site renewal fee) has been received (receipt no. 3696564).

**Table A - Pit Overview**

Site Name	Stream Reach	DRMS Permit No.	WDID	Current Well Permit No.	New Permit Required	Exposed Surface Area (acres)
Jeronimus Pit	South Platte	M-1999-034 <sup>a</sup>	0203029	63281-F	No	5.6 <sup>b</sup>
Hazeltine Pit	South Platte	M-2004-031	0203030	63224-F	No	0
Brighton Pit	South Platte	M-1977-436	0203031	56993-F	No	3.0
Tucson South Pit	South Platte	M-2004-044	0203032	56829-F	No	10.0
Wattenberg Pit	South Platte	M-2004-051	0203034	78627-F	No	9.0
Platte Valley Pit	South Platte	M-1989-120	0203035	78626-F	No	60.0
Distel Pit	St. Vrain	M-1989-029	0503000	67433-F & 76960-F	No	N/A <sup>c</sup>
Tull Pit	St. Vrain	M-1994-027	0603001	74831-F	No	2.0
Irwin-Thomas Pit	St. Vrain	M-2016-054	0505626	82900-F	No	2.5
Fredstrom Pit	St. Vrain	M-2001-016	0505629	Pending	Yes	1.0
W.W. Farms Pit	Lower Poudre	M-1999-098	0303014	76207-F	No	60.0
F-Street Pit	Lower Poudre	M-1992-069	0303015	67989-F	No	26.2

<sup>a</sup> The Jeronimus Pit was added to the M-1999-034 permit (historically referred to as the “Fulton Lakes Pit”) via an amendment approved by the DRMS on July 8, 2003. Aggregate had completed mining at the Fulton Lakes Pit and reclamation of the site and ownership was transferred to the City of Thornton. The only consumptive use of water under DRMS permit no. M-1999-034 is associated with the Jeronimus Pit.

<sup>b</sup> 5.6 acres exposed after December 31, 1980 and 14.7 acres exposed prior to January 1, 1981.

<sup>c</sup> The City of Longmont has assumed the augmentation responsibilities for lagged and future depletions from evaporation and consumptive use by wetlands vegetation at this site under their plan for augmentation decreed in case no. 09CW271.



The general location of the mining sites are identified in Table B below and depicted on the attached Figure 1.

**Table B - Pit Locations**

Site Name	Location
Jeronimus Pit	Section 16, T2S, R67W
Hazeltine Pit	Section 9, T2S, R67W
Brighton Pit	Sections 14 and 23, T1S, R67W
Tucson South Pit	Sections 1 and 12, T1S, R67W
Wattenberg Pit	Sections 25 and 36, T1N, R67W; Section 30, T1N, R66W
Platte Valley Pit	Section 30, T1N, R66W
Distel Pit	Sections 7, 8, 9, 17 and 18, T2N, R68W
Tull Pit	Sections 9, 16 and 17, T2N, R68W
Irwin-Thomas Pit	Section 11, T2N, R69W
Fredstrom Pit	Section 36, T3N, R70W; Section 31, T3N, R69W; Section 6, T2N, R69W
W.W. Farms Pit	Sections 32 and 33, T6N, R66W
F-Street Pit	Sections 34 and 35, T6N, R66W

This SWSP previously included the Teti Pit (WDID 0203027) and the North Dahlia Pit (WDID 0203028). A plan for augmentation for these two sites was decreed in water court case no. 2007CW198 on December 17, 2013 and all depletions from these sites will be replaced under the decreed plan for augmentation. It is noted that the East 8<sup>th</sup> Street Pit (M-2000-082, WDID 0303016) is no longer a part of this Combined SWSP. Aggregate sold this pit to Superior Oilfields and as of November 2012 this pit is no longer covered by Aggregate. All depletions impacting the river are now covered under the East 8<sup>th</sup> Street SWSP (WDID 0302562). The Tucson Pit (M-1991-140, WDID 0203033) was also previously included in this SWSP. Mining operations at the Tucson Pit have been completed, and a request for a full performance and financial warranty release for the Tucson Pit was approved by the DRMS on April 29, 2016. A portion of the pit (Rogers Reservoir, WDID 0203917) has been lined with a slurry wall and has obtained SEO liner approval. All post-pumping depletions have been replaced under previous SWSPs. The remaining 2.0-acre pond is located within the boundaries of the Tucson South Pit and will be accounted for and reclaimed under that permit.

The Irwin-Thomas Pit (Plan ID 5829, WDID 0505626) and the Fredstrom Pit (Plan ID 6090, WDID 0505629) operated under individual SWSPs in 2019. Aggregate has requested to incorporate these two sites into this SWSP for the 2020 plan period.

A summary of the mining operations at each of the twelve (12) sites included in this SWSP is provided below.

*Jeronimus Pit  
(South Platte  
Mainstem)*

**Status:** Resource extraction at the Jeronimus Pit is complete. Operations on-site include backfilling of the pit with inert fill. Depletions covered by this SWSP are limited to water lost due to evaporation. The total surface area exposed at the site is 20.3 acres, of which 14.7 acres were exposed to the atmosphere prior to January 1, 1981. The 14.7-acre area exposed at the Jeronimus Pit prior to 1981 is tied to the location as shown on the exhibit dated January 31, 2011 as provided in the 2011 SWSP. The credits for the pre-1981 area are tied to the location identified on that map and may not be re-allocated to other areas of groundwater exposure within the gravel pit permit boundary.

**Exposed Groundwater Surface:** 5.6 acres post-81, 14.7 acres pre-81

**Active Dewatering:** No

*Hazeltine Pit  
(South Platte  
Mainstem)*

**Status:** Mining operations at the Hazeltine Pit have been completed and reclamation is in progress. The Hazeltine Pit was lined with a soil bentonite slurry wall, and was approved as having been lined to the design standard referenced in the August 1999 State Engineer Guidelines for Lining Criteria for Gravel Pits in a letter dated May 25, 2016. The construction of the slurry wall resulted in groundwater mounding and flooding of adjacent property. The operator has installed a gravity drain to dewater the site on a continuous basis. A 45-day leak test was performed after installation of the permanent drain to verify that the liner was not impacted. The liner was re-approved in a letter dated March 22, 2018. Depletions covered by this SWSP are limited to lagged depletions from past operations at the site, including past dewatering.

**Exposed Groundwater Surface:** None

**Active Dewatering:** No

*Brighton Pit  
(South Platte  
Mainstem)*

**Status:** Resource extraction at the Brighton Pit is complete and reclamation is in progress. Depletions covered by this SWSP include water lost due to evaporation and post-pumping dewatering depletions. The south and central reservoirs are lined with a slurry wall (WDIDs 0203031 and 0203385) and have obtained SEO liner approval. Reclamation work includes backfilling the remaining exposed areas, of which 2 acres was backfilled in 2019. Mining operations will not be considered to have ceased until the backfilling is complete.

**Exposed Groundwater Surface:** 3.0 acres

**Active Dewatering:** No

*Tucson South Pit  
(South Platte  
Mainstem)*

**Status:** Aggregate intends to continue actively mining the Tucson South Pit during 2020. Depletions covered by this SWSP include water lost due to evaporation, aggregate production, and dust control.

**Exposed Groundwater Surface:** 10.0 acres (including 2.0 acres transferred from the Tucson Pit)

**Active Dewatering:** Proposed to start in 2020

*Wattenberg Pit  
(South Platte  
Mainstem)*

**Status:** Resource extraction at the Wattenberg Pit is complete and reclamation is in progress. Depletions covered by this SWSP include water lost due to evaporation, dust control, and dewatering. Prior to 2018, the north pit was dewatered with water delivered to the nearby Broda Pond. The north cell has since been lined, and dewatering operations have shifted to the south cell with water to be discharged to multiple locations. A portion of the water will be pumped to the Stillwater Ski Lake located south of the pit to mitigate lower levels in the pond due to the suppressed water table resulting from dewatering. A portion of the water may be pumped to a new recharge pond on the west side of the site in order to mitigate low water table levels in domestic wells in the area. A portion of the water may be discharged to the Huett Seep, a surface drainage adjacent to the site. The remainder of the dewatering discharge will be pumped across the South Platte River to the Broda Pond located within the Platte Valley Pit. Once water enters the Broda Pond, some is pumped to the river to ensure the pond does not spill. There was a temporary

cessation of dewatering in January 2018. The site will be dewatered continuously throughout 2020.

**Exposed Groundwater Surface:** 9.0 acres

**Active Dewatering:** Yes

*Platte Valley Pit  
(South Platte  
Mainstem)*

**Status:** Mining operations at the Platte Valley Pit are not anticipated to occur in 2020, though reclamation activity consisting of backfilling portions of the site will continue in 2020. Depletions covered by this SWSP include water lost due to evaporation, dust control, and concrete batching. Water for concrete batching will come from Well Permit No. 13410-F-R (WDID 0207073). Note that the water right for this well was on the division engineer's 2010 Decennial Abandonment List, but the well may still be used in accordance with its permit as long as all depletions are treated as junior to all other vested water rights in accordance to this SWSP and the well complies with the South Platte Well Measurement Rules.

**Exposed Groundwater Surface:** 60.0 acres

**Active Dewatering:** No

*Distel Pit  
(St. Vrain River)*

**Status:** Mining operations at the Distel Pit were completed in 2011 and reclamation is in progress. In 2017, Aggregate used water from the Distel site as a water supply for a portable ready-mixed plant located at the site for a short-term job. Depletions covered by this SWSP include water used for dust control, and lagged depletions from past concrete batching and past aggregate production, and post-pumping depletions from past dewatering. Dewatering at the site ceased due to flooding in September 2013, and Aggregate currently has no plans to reactivate dewatering. The City of Longmont has assumed the augmentation responsibilities for lagged and future depletions from evaporation and consumptive use by wetlands vegetation at the site under their plan for augmentation decreed in case no. 2009CW271.

**Exposed Groundwater Surface:** N/A (augmented under case no. 2009CW271)

**Active Dewatering:** No

*Tull Pit  
(St. Vrain River)*

**Status:** Mining operations are anticipated to continue at the Tull Pit in 2020. Depletions covered by this SWSP include water lost due to evaporation, dust control, aggregate production, and dewatering. The site will be dewatered continuously throughout 2020.

**Exposed Groundwater Surface:** 2.0 acres

**Active Dewatering:** Yes

*Irwin-Thomas Pit  
(St. Vrain River)*

**Status:** Mining operations are anticipated to begin at the Irwin-Thomas Pit in 2020. Water use at this site will consist of dewatering, evaporation from exposed groundwater, aggregate production, and dust control.

**Exposed Groundwater Surface:** 2.5 acres

**Active Dewatering:** Proposed to start in 2020

*Fredstrom Pit  
(St. Vrain River)*

**Status:** Mining operations are anticipated to begin at the Fredstrom Pit in 2020. Water use at this site will consist of dewatering, evaporation from exposed groundwater, aggregate production, and dust control.

**Exposed Groundwater Surface:** 1.0 acre

**Active Dewatering:** Proposed to start in 2020

*W.W. Farms Pit  
(Lower Poudre  
River)*

**Status:** Mining operations at the W.W. Farms Pit (aka Riverview Resources) are anticipated to continue in 2020. Depletions covered by this SWSP include water lost due to evaporation, aggregate production, dust control, and dewatering. During Spring of 2011 the pit was flooded by the Poudre River due to the high spring runoff conditions. Ongoing dewatering has reduced the exposed surface area at the site. The entire remaining exposed surface area will be assessed evaporative losses as this is an unlined pit. The site will be dewatered continuously throughout 2020.

Note: The Applicant has obtained a decreed plan for augmentation in water court case no. 1990CW23 to cover evaporation from up to 66 acres of exposed water surface area in one or more unlined ponds remaining at the site post mining; however, since final reclamation of the site has not yet occurred, all depletions from this pit will continue to be replaced under this SWSP during this plan period.

**Exposed Groundwater Surface:** 60.0 acres

**Active Dewatering:** Yes

*F-Street Pit  
(Lower Poudre  
River)*

**Status:** Resource extraction at the F-Street Pit is complete and reclamation is in progress. Depletions covered by this SWSP are limited to water lost due to evaporation, as lagged dewatering and operational depletions are no longer accruing to the river.

**Exposed Groundwater Surface:** 26.2 acres

**Active Dewatering:** No

## Depletions

The lagged depletions resulting from evaporation, water lost in mined product, dust control, concrete batching, and dewatering operations at each site are shown in Table C below:

**Table C - Depletion Summary (all amounts in acre-feet)**

Site Name	Evaporation	Water Lost in Mined Product	Dust Control	Concrete Batching	Total	Lagged Depletions	Lagged Dewatering Depletions Impacting the River	Total Lagged Depletions
Jeronimus Pit	15.00	0	0	0	15.00	15.72	0	15.72
Hazeltine Pit	0	0	0	0	0	1.96	53.96 <sup>b</sup>	55.91
Brighton Pit	8.20	0	0	0	8.20	10.55	2.19 <sup>b</sup>	12.75
Tucson South Pit	27.35	14.13 (480,000 tons)	0.99	0	42.46	35.60	0 <sup>c</sup>	35.60
Wattenberg Pit	26.36	0	1.98	0	28.34	34.92	0 <sup>c</sup>	34.92
Platte Valley Pit	159.08	0	12.45	11.22	182.75	184.63	0	184.63
Distel Pit	0 <sup>a</sup>	0	1.54	0	1.54	1.55	0.01 <sup>b</sup>	1.56
Tull Pit	5.16	18.87 (641,000 tons)	1.1	0	25.13	19.60	0 <sup>c</sup>	19.60
Irwin-Thomas Pit	6.43	2.94 (100,000)	0.84	0	10.21	5.20	0 <sup>c</sup>	5.20
Fredstrom Pit	2.57	8.24 (280,000)	0.84	0	11.65	6.57	0 <sup>c</sup>	6.57
W.W. Farms Pit	167.40	12.16 (413,000 tons)	0.99	0	180.55	173.98	0 <sup>c</sup>	173.98
F-Street Pit	71.79	0	0	0	71.79	71.79	0	71.79
Total	--	--	--	--	577.63	--	--	618.22

<sup>a</sup> Evaporation is replaced by the City of Longmont under their augmentation plan decreed in water court case no. 09CW271.

<sup>b</sup> Lagged Dewatering Depletions, as shown in the table, are from past dewatering operations that have ceased but continue to impact the stream system.

<sup>c</sup> So long as the pit is continuously dewatered, the water returned to the stream system is considered to be adequate to offset depletions attributable to the dewatering.

A stream depletion model using either the Glover method, or Stream Depletion Factor (SDF) method (for the Brighton Pit) was used to calculate the lagged depletions to the river. The Glover method uses four aquifer input parameters for each site as follows: 1) X - distance (ft) from centroid of exposed groundwater to river, 2) W - distance (ft) from the aquifer boundary through the well to the river channel, 3) T - transmissivity of the alluvial aquifer (in gallons per day per foot) between the well and the river, and 4) S - specific yield (0.2 was used for all wells). The parameters used in the model for each site are listed in Table D below.

**Table D - Aquifer Characteristics**

Site Name	T (gal/day/ft)	X (ft)	W (ft)	SDF (days)
Jeronimus Pit	100,000	1,600	23,000	-
Hazeltine Pit	100,000	1,200	23,000	-
Brighton Pit	-	-	-	10
Tucson South Pit	75,000	1,600	4,600	-
Wattenberg Pit	80,000	1,200	5,500	-
Platte Valley Pit	150,000	1,400	7,400	-
Distel Pit	50,000	700	5,300	-
Tull Pit	50,000	4,900	9,300	-

Irwin-Thomas Pit	50,000	1,900	6,000	
Fredstrom Pit	50,000	1,400	8,700	
W.W. Farms Pit	120,000	900	8,750	-
F-Street Pit	120,000	2,600	5,000	-

The consumptive use and lagged stream depletions from each site are summarized in the attached "South Platte Combined Substitute Supply Plan Accounting 2020" sheet.

## Replacements

### Lower Poudre River

Replacement Sources	Projected 2020 Yield (acre-feet)	Comments
Whitney Ditch	164.61	13.5 shares
Bucklen Pit	60.58	Annual lease of excess augmentation credit
Greeley Irrigation Company	38.46	Lease of 3 shares

Note: Projected 2020 yield may vary from previous estimates of net yields due to the computed return flow obligations based on the previous year's actual water deliveries.

### *Whitney Ditch*

Aggregate owns a total of 13.5 shares in the Whitney Ditch Company. The subject 13.5 shares were changed in case no. 90CW23 from irrigation use to industrial mining, dust suppression, reclamation, irrigation, augmentation under the plan for augmentation described in the decree, and piscatorial purposes. The use of the subject shares for replacement purposes in this SWSP was not decreed in case no. 90CW23; however, the Applicant has proposed to use the subject shares for replacement purposes pursuant to this SWSP in conformity with the requirements of case no. 90CW23.

The decree entered in case no. 90CW23 relied on a ditch-wide analysis of the Whitney Ditch developed for and decreed in case no. 08CW65. Based on a study period of 1950 through 1995, the Court found that the average annual gross river diversion was 10,600.2 acre-feet per year or 33.13 acre-feet per share. The ditch-wide analysis determined that the overall average consumptive use was 4,400.9 acre-feet per year or 13.75 acre-feet per share for 320 shares, assuming a system loss of 15% and a farm efficiency of 60%. In case no. 02CW331, 8 shares historically used on 74 acres were found to have a river headgate diversion of 33.42 acre-feet per share and a consumptive use of 16.32 acre-feet per share (130.5 acre-feet total). After removing the consumptive use decreed for the 8 shares in case no. 02CW331, the historical consumptive use for the remaining 312 shares was determined to be 4,270.4 acre-feet, or 13.69 acre-feet per share. For Aggregate's 13.5 Whitney Ditch shares, the total average annual consumptive use would therefore equal 184.81 acre-feet per year. The ditch-wide analysis utilized a return flow split of 50% surface and 50% subsurface return flows.

For the 2020 plan period, Aggregate will dedicate all 13.5 of their Whitney Ditch shares to this SWSP. For the purposes of this SWSP, the projected consumptive use credit has been estimated based on a dry-year farm headgate delivery of 24.75 acre-feet per share (which includes a 15% ditch loss) or approximately 334 acre-feet for all 13.5 shares. After accounting for the return flow obligations, the total consumptive use credit for 2020 is projected to be approximately 164.61 acre-feet.

Beginning in 2011, Aggregate utilized the Whitney Ditch West return structure (WDID 0302904) owned by the Whitney Irrigation Company located in the SE¼ of Section 30, Township 6 North, Range 66 West, 6<sup>th</sup> P.M. Aggregate anticipates that this return structure will be utilized again in 2020. A

copy of the agreement authorizing Aggregate's use of this structure for the 2020 irrigation season will be obtained prior to April. **This source may not be used until the Applicant has provided an executed agreement.**

The dry-up locations for the subject Whitney Ditch shares were originally identified through an April 12, 2011 letter to the Division 1 Engineer. That letter stated the northern portion of Orr Farm #1 may continue to be irrigated using 1 of the 13.5 Whitney Ditch shares owned by the Applicant. In 2011 the entire Orr Ditch Farm #1 was removed from irrigation due to damage to the lateral serving the property. Therefore the entire farm is included as a dry-up location for all 13.5 shares dedicated to the plan in 2020. The share dedication dated February 29, 2012 remains valid and is attached.

#### *Bucklen Equipment Company Lease*

The Applicant executed an agreement with Bucklen Equipment Co., Inc. for the lease of excess augmentation credits from the Bucklen Pit SWSP (WDID 0302538) during the period of April through October 2020. A copy of the lease, dated January 30, 2020, is attached. The excess augmentation credits will be generated from six (6) Greeley Irrigation Company shares owned by the Bucklen Equipment Co., Inc. The return flow obligations associated with the use of the six Bucklen GIC shares are counted as a depletion in and will be replaced under the Bucklen Pit SWSP. After use in the Bucklen Pit SWSP, the shares are projected to produce a total of 60.58 acre-feet of excess credits during the 2020 irrigation season. Aggregate anticipates to lease the total estimated amount of 60.58 acre-feet of these excess credits for use in this SWSP. The Bucklen GIC shares will be delivered to the Cache la Poudre River at the 23<sup>rd</sup> Avenue and Fourth Street Return Station (WDID 0302318).

#### *Greeley Irrigation Company Shares*

The Applicant has obtained a lease for a total of three (3) shares in the Greeley Irrigation Company ("GIC") owned by Pat Arnold. A share of GIC water provides the shareholder with GIC direct flow water and Fossil Creek Reservoir water. The term of the lease will be for the 2020 irrigation season. A copy of the lease, dated January 27, 2020, is attached. The share certificate numbers are #2476 (2 shares) and #2455 (1 share).

The GIC owns a 5/8<sup>th</sup> interest in the water rights decreed to the Greeley Canal No. 3 (WDID 0300934) and 60 preferred rights in Fossil Creek Reservoir (WDID 0303774). The historical use of 519.7 outstanding shares in the GIC was previously quantified and decreed in case no. 1996CW658 using a ditch-wide analysis. The decree in case no. 1996CW658 found that 519.7 shares were used to irrigate 3,501 acres (6.74 acres per share) with an average historical consumptive use of 5,358 acre-feet per year, which yields an average consumptive use credit of 10.31 acre-feet per share (5,358 acre-feet ÷ 519.7 shares) or an average consumptive use credit of 1.53 acre-feet per acre. The 3 GIC shares leased by the Applicant are therefore expected to yield a consumptive use amount of 30.93 acre-feet per year (10.31 acre-feet/share × 3 shares = 30.93 acre-feet).

The ditch-wide analysis decreed in case no. 1996CW658 determined the acreage irrigated with GIC water rights was 3,501 acres, or 6.74 acres per share. Of that, 2,098 acres were determined to have been dried up as a result of development ("dry-up pool"). The total required dry-up associated with the subject 3 shares is 20.22 acres. Of the 3 GIC shares, 1.5 shares were used to irrigate 2.15 acres identified as Farm E-73a, and the remaining 1.5 shares were used to irrigate 7.06 acres identified as Farm E-73b. The acreage historically irrigated by the subject shares is below the irrigated-acreage-per-share historical average of 6.74. As such, the Applicant may claim the



remaining 11.01 acres of required dry-up from the “dry-up pool”. The subject farms are no longer irrigated.

In paragraph 6.7.4. of the decree entered in case no. 1996CW658, future farm headgate deliveries of the 67.75 shares owned by Poudre Prairie Irrigation Company were limited to 1,712 acre-feet per year (25.26 acre-feet per share) and 12,631 acre-feet (186.43 acre-feet per share) in any consecutive 10 year period. For the purposes of this one-year SWSP, deliveries of GIC direct flow water associated with the 3 shares must be limited to a farm headgate delivery of 55.8 acre-feet (18.6 acre-feet per share). The historical return flows associated with the 3 shares that are the subject of this SWSP shall be maintained in accordance with the return flow factors identified in case no. 1996CW658. The return flow obligations will be accounted for and replaced under this SWSP.

For the purposes of this SWSP, you have used a projected yield of 20.31 acre-feet of GIC direct flow water per share and 1.19 acre-feet of Fossil Creek Reservoir deliveries per share. These amounts are consistent with projected deliveries per share for Year One as described in paragraph 28 of the decree entered in case no. 2003CW348. Projected deliveries for Year One were calculated in accordance with paragraph 20.3.3 of the decree entered in case no. 2003CW99, and are based on 2002-2006 recorded deliveries. As specified in case no. 1996CW658, all GIC direct flow deliveries incur an immediate surface return flow obligation of 23.7%, and all Fossil Creek deliveries incur an immediate surface return flow obligation of 20.1%. The estimated consumptive use credit is therefore 15.50 acre-feet per share for GIC direct flow water, and 0.95 acre-feet per share for Fossil Creek Reservoir water. For the purposes of this SWSP, Aggregate is assuming that the GIC’s 60 preferred rights in Fossil Creek Reservoir will not be available to GIC during WY2020. Excluding the Fossil Creek Reservoir component of the GIC deliveries, the projected yield of the three shares will equal 60.93 acre-feet per year (3 shares × 20.31 acre-feet/share), with a return flow obligation of 22.47 acre-feet. The total consumptive use credit for the 3 shares is therefore projected to equal 38.46 acre-feet for 2020.

The GIC shares will be delivered back to the river through the 23<sup>rd</sup> Avenue and Fourth Street Return Station.

#### St. Vrain River

Replacement Sources	Projected 2020 Yield (acre-feet)	Comments
Martin Marietta lease	21.00	Annual lease

#### *Martin Marietta Lease*

Aggregate has entered into a water lease agreement with Martin Marietta Materials, Inc. for 21.0 acre-feet of fully consumable water stored in Heaton Reservoir (WDID 0504089). A copy of the lease agreement, dated December 31, 2019, is attached. Heaton Reservoir is part of the Hamm Pit (M-1987-176), and is located in the N½ of the NE¼ of Section 9, Township 2 North, Range 68 West, 6<sup>th</sup> P.M., adjacent to the confluence of Boulder Creek with St. Vrain Creek. There are no intervening water rights between the Distel and Tull Pits (upstream points of depletion) and the Heaton Reservoir (downstream point of release). The slurry wall liner for the Heaton Reservoir was approved as having been lined to the design standard referenced in the August 1999 State Engineer Guidelines for Lining Criteria for Gravel Pits in a letter dated April 7, 2003 and it is therefore classified as a lined reservoir. Deliveries from Heaton Reservoir will be made to Boulder Creek during the period of April through October 2020 pursuant to the attached delivery schedule.

### South Platte Mainstem

Replacement Sources	Projected 2020 Yield (acre-feet)	Comments
Centennial	30.00	Perpetual lease
Westminster 1998	265.24	Available throughout the year-perpetual lease; 265.24 acre-feet proposed to be used in 2020
Westminster Annual Lease	163.00	Annual lease with Westminster
Thornton Effluent	10.53	November - March only
Fulton Ditch	117.88	96 shares total; 62 to be used in 2020
Brighton Ditch	218.56	1.038 shares total

Note: Projected 2020 yields may vary from previous estimates of the net yield due to the computed return flow obligations based on the previous year's actual water deliveries.

### *Centennial Lease*

Aggregate conveyed water rights in exchange for a perpetual lease of augmentation water in an agreement with Centennial Water and Sanitation District in 1996. The agreement requires Centennial to provide Aggregate with 30 acre-feet of fully consumable water each year. The rate of delivery for the 30 acre-feet cannot exceed 0.5 cfs, but can be taken at any time throughout the year. For this plan period, Aggregate intends to utilize this source during the months of April, May, September, and October. A copy of a letter confirming Centennial's intent to follow the proposed schedule dated January 3, 2020 is attached. Aggregate will not claim credit from Centennial releases on days when the Burlington Ditch is sweeping the river. The Applicant is working on ways to bypass the Centennial credits past the Burlington Ditch for future SWSP approvals.

### *Westminster 1998 Lease*

The 1998 effluent lease with the City of Westminster is a perpetual lease that provides 0.28 cfs of fully consumable water every day of each year (averaging 16.89 acre-feet per month) and an additional 0.17 cfs every day from October 1 to June 30 during each year (averaging 10.25 acre-feet per month) at the outfall of the Metro Wastewater Treatment Plant. The lease provides 294.79 acre-feet annually, of which 265.24 acre-feet are anticipated to be utilized in this SWSP. (The remaining 29.55 acre-feet are reserved for use in case no. 2007CW198.)

### *Westminster Annual Lease*

Pursuant to a March 4, 2010 Consumable Water Lease Agreement with the City of Westminster (amended January 14, 2020), Aggregate may lease up to 250 acre-feet of consumable water annually, with a minimum lease of 150 acre-feet per year unless changed by mutual agreement between the parties. The amended lease is valid through June 30, 2022. Deliveries under this lease are available from November 10<sup>th</sup> through March 20<sup>th</sup> from either the Metro Wastewater Treatment Plant or the Big Dry Creek Wastewater Treatment Plant. For 2020, Aggregate and Westminster have agreed to a total annual delivery amount of 163 acre-feet. A copy of the proposed 2020 delivery schedule, dated February 3, 2020, is attached. For this SWSP, transit losses were assessed assuming deliveries will be from the Big Dry Creek Wastewater Treatment Plant. Notice must be provided and approval made by the water commissioner at least 48 hours prior to the release of replacement water, or as required by the water commissioner, and must identify which source the replacement water will originate from (the Metro Wastewater Treatment Plant or the Big Dry Creek Wastewater Treatment Plant) to allow confirmation of release and that water was delivered.

### *Thornton Lease*

Aggregate has a perpetual lease of 10.53 acre-feet of fully consumable effluent from the City of Thornton, which will be released from the Metro Wastewater Treatment Plant at a rate of 0.035 cfs daily from November 1<sup>st</sup> through March 31<sup>st</sup>.

### *Fulton Ditch*

Aggregate owns a total of 96 shares in the Fulton Ditch Company, consisting of 62 shares obtained from Cooley Gravel, 22 shares from CAMAS, 6 shares from C&M Aggregates, and 6 shares from Hill & Peterson. For 2020, Aggregate intends to utilize their 62 Cooley Gravel shares for replacement under this SWSP. (The 22 CAMAS shares, 6 C&M Aggregates shares, and 6 Hill & Peterson shares will be leased to others for irrigation purposes).

Prior to 1977, the 62 Cooley Gravel shares were used in two blocks: 30 of the shares were owned by the Montandon Trust and used for the irrigation of 48.7 acres, and 32 shares were owned by the Palombos and used for the irrigation of 31.1 acres. The shares were purchased by Walt Flanagan & Company in 1977 and little is known about the use of the shares after that time. The historical consumptive use analysis utilized a parcel-specific analysis for the period of 1919 to 1977. A total of 40 shares were used on the Montandon parcel prior to 1964, with 10 shares being sold off in 1964. The historical consumptive use analysis assumed that the subject 30 shares irrigated 75% of the Montandon parcel (36.5 acres) prior to 1964 and 100% of the parcel (48.7 acres) from 1964 to 1977. The crop mix for the Montandon and Palombo parcels was assumed to reflect the mix of crops for the Fulton Ditch as a whole as identified in the 1956 CDSS irrigated lands GIS layer, consisting of 44% alfalfa, 26% corn, 15% dry beans, 13% pasture grass, 1% small grains, and 1% sugar beets. A ditch loss of 20% and irrigation efficiency of 65% were utilized for the analysis. You indicated that the maximum irrigation efficiency value was based on the use of furrow irrigation on flat fields, and that it was consistent with the ditch analysis performed in support of Case No. 09CW0279 and previous Fulton Ditch change cases. **For the purposes of this SWSP approval the claimed maximum irrigation efficiency will be accepted. However, any renewal request for this SWSP must include a revised historical consumptive use analysis utilizing an assumed irrigation efficiency of 50% or one that considers the site specific potential efficiency and the effects of installation, management and maintenance of the irrigation system on the potential irrigation efficiency. In addition, the SWSP request must clearly define how the claimed maximum irrigation efficiency was determined, including all assumptions and calculations.** Based on the above, the historical consumptive use of the 62 Cooley Gravel shares is estimated as 1.87 acre-feet per share. Return flow obligations were allocated as 50% surface return flows and 50% subsurface return flows.

The 62 shares to be used for replacement purposes under this SWSP will be delivered through the augmentation station owned by the South Adams County Water & Sanitation District located just downstream of the ditch headgate. The expected consumptive use credit for the 62 Fulton Ditch shares for 2020 has been estimated from a dry-year farm headgate delivery of 2.64 acre-feet per share or approximately 164 acre-feet for all 62 shares. After accounting for return flow obligations, the total consumptive use credit for the 62 shares is projected to equal 117.88 acre-feet in 2020. In the event the Fulton Ditch goes into Sections, the Applicant has sufficient alternative replacement supplies in the form of shares in the Brighton Ditch, as described below, to make up any temporary shortfalls.

### *Brighton Ditch*

Pursuant to a March 4, 2010 Water Lease with the City of Westminster (Amended January 14, 2020), Aggregate has the right to use 1.038 shares in the Brighton Ditch Company owned by the City of Westminster for augmentation purposes. Aggregate has extended the lease through June 30,

2022. The subject 1.038 shares were changed in case no. 2016CW3186 from irrigation use to direct flow and storage or all beneficial uses of the municipal water system of Westminster. The use of the subject shares for replacement purposes in this SWSP was not decreed in case no. 2016CW3186; however, the decree entered in case no. 2016CW3186 included a provision that Aggregate's continued use of the subject shares be governed by the terms and conditions of the decree.

The decree entered in case no. 2016CW3186 relied on a parcel-specific analysis of the historical consumptive use of the subject water rights, with a study period of 1950 through 2001. The total shares include 4/6<sup>th</sup> (0.667) of a share historically used to irrigate the Broncucci (aka Wattenberg) Property. An average of 42 acres of pasture grass were irrigated by controlled flood irrigation. The engineering study commissioned by Westminster for case no. 2016CW3186 found the average historical consumptive use for the 0.667 Brighton ditch shares used on the Broncucci Property to be 82.5 acre-feet.

The other 0.371 shares were historically used to irrigate the Haake Property, along with 5.75 shares of the New Brantner Extension Ditch Company. Irrigated portions of the Haake Farm ranged from 92.3 to 111.8 acres from 1950-2001. During the study period, between 10.7 and 11.3 acres of dry beans (prior to 1960) and corn (1960 on) were irrigated by the Brighton Ditch shares only; 20 acres of pasture grass and between 14.2 and 20.1 acres of dry beans (prior to 1960) and corn (1960 on) were irrigated by the New Brantner Ditch shares only; and between 49 and 61 acres of furrow irrigated corn and flood irrigated pasture grass were irrigated by both the combined Brighton Ditch and New Brantner Ditch water supplies. The engineering study commissioned by Westminster for case no. 2016CW3186 found the average historical consumptive use attributable to the 0.371 Brighton Ditch shares used on the Haake Property to be 67.85 acre-feet.

The total average historical consumptive use for the subject 1.038 shares is therefore 150.35 acre-feet per year (144.85 acre-feet per share). Aggregate will utilize the entire 1.038 shares for use in this plan. The use of the Brighton Ditch shares in this plan must comply with the terms and conditions of the 2016CW3186 decree, including the volumetric limits identified in paragraph 35.D of the decree and summarized in the table below.

	Apr	May	Jun	Jul	Aug	Sep	Oct	Annual
Max Monthly and Annual Limits	59.7	96.3	96.3	106.6	97.8	56.8	52.3	458.0
20-Year Limits	458	1,073	1,355	1,598	1,375	879	425	7,163

For the purposes of this SWSP, you have estimated the expected credit for the Brighton Ditch shares from a dry-year farm headgate delivery (using a 25% ditch loss, consistent with case no. 2016CW3186) of 331 acre-feet per share, or 343.58 acre-feet for all 1.038 shares for the period of April through October. This amount is less than the 20-year average annual limit of 358.15 acre-feet (7,163 acre-feet ÷ 20 years), and therefore is acceptable.

The historical return flows associated with the 1.038 shares that are the subject of this SWSP must be maintained in accordance with the return flow factors identified in paragraph 35.F of the decree entered in case no. 2016CW3186. The return flow obligations will be accounted for and replaced under this SWSP.

The total consumptive use credit for 2020 is projected to equal 218.56 acre-feet, which is greater than the dry-year yield because of the reduced subsurface return flow obligation requirement resulting from low deliveries in 2019. Aggregate anticipates utilizing the augmentation structures on the Brighton Ditch operated by the City of Aurora for the delivery of these shares.

Replacement Summary

The proposed depletions and replacements are shown in the attached “South Platte Combined Substitute Supply Plan Accounting 2020”. The transit loss for each stream was estimated as 0.5% per mile for the South Platte River and for the Cache la Poudre River east of Interstate 25, and 0.25% per mile for the Cache la Poudre River west of Interstate 25. The stream miles for each source is found on the Transit Loss spreadsheet submitted as part of the Applicant’s accounting.

Aggregate will coordinate deliveries of changed shares back to the river from the Whitney Ditch, the Fulton Ditch, the Brighton Ditch, and the Greeley Irrigation Canal with the Water Commissioners. Aggregate will track and provide the amount of water available, the amount of water requested, and the amount of water delivered on a daily basis or as required by the water commissioner.

Additional Water Supplies - Not Currently Authorized for Use in this SWSP

The Applicant owns or has/may obtain the right to use the following additional water supplies, which are not currently included as authorized replacement sources in this SWSP. The details of each source are provided herein solely for informational purposes.

Source	Comments
Bergen Reservoirs 4, 5, & 6 <sup>a</sup>	191 shares total
Boyd & Freeman Ditch <sup>b</sup>	240 shares, owned by City of Greeley
Centennial <sup>a</sup>	Perpetual lease, 30 acre-feet
City of Greeley <sup>b</sup>	Lease
City of Longmont <sup>b</sup>	Lease
Godding, Dailey & Plumb Ditch <sup>a</sup>	3 shares total
Huett Seepage Ditch <sup>a</sup>	100% ownership
L.G. Everist <sup>b</sup>	Lease
Last Chance Ditch Co. No. 2 <sup>a</sup>	0.3154 shares total
Left Hand Ditch Company <sup>a</sup>	4 shares total
Leggett-Owens Reservoir <sup>a</sup>	19.6 shares total
Lupton Bottom Seep Ditches No. 1 & No. 2 <sup>a</sup>	100% ownership
Platte River Power Authority Lease <sup>b</sup>	Lease
Silver Heights <sup>b</sup>	Lease
Smith & Emmons Ditch <sup>a</sup>	1.5 shares total
Zweck & Turner Ditch <sup>c</sup>	5/12ths interest in the ditch

<sup>a</sup>The use of these sources for replacement purposes will only be allowed pursuant to a request for a new SWSP that provides the necessary additional information detailed for each source in our letter of December 8, 2014, and summarized below.

<sup>b</sup>The Applicant must provide a copy of a lease/purchase agreement to the State Engineer’s Office and the division engineer for use of such additional replacement water prior to its use as a replacement source under this SWSP. In addition, this source of replacement water may only be used in this SWSP if the Applicant complies with the attached Division One Administration Protocol “Use of Replacement Sources Not Specifically Identified in an SWSP or Augmentation Plan”.

<sup>c</sup> The use of this source for replacement purposes will only be allowed pursuant to a request for a new SWSP that provides additional information as detailed below.

Boyd & Freeman Ditch

In the past, Aggregate has utilized 240 shares in the Boyd & Freeman Ditch Company currently owned by the City of Greeley. Aggregate is currently in discussions with Greeley on the continued use of these shares in this SWSP. Until approval for their use is given by Greeley, no credit from the Boyd & Freeman Ditch shares will be claimed in this SWSP.

*Bergen Reservoirs 4, 5, & 6*

This office located the reference to the December 29, 1986 report prepared by KKBNA Incorporated consulting engineers in the July 13, 1990 SWSP request for the Thornton Pit; however this office does not appear to have a copy of the report itself. Therefore this office is unable to determine the validity of the conclusions reached by the report. Prior to use of these shares as a replacement source, the Applicant must provide documentation to support the claimed net annual yield of 85 acre-feet and estimated average annual consumptive use of 15.8 acre-feet for these shares.

*City of Greeley Lease*

Aggregate has previously utilized fully consumable effluent leased from the City of Greeley as a replacement source in this SWSP. The water is discharged to the Poudre River from the City's wastewater treatment plant. In the future, Aggregate may use leased water from the City of Greeley if a supplemental source of replacement water is needed.

*City of Longmont Lease*

For this SWSP period, the use of leased water from the City of Longmont is not necessary and is not proposed to be utilized. In the future, Aggregate may use leased water from the City of Longmont if a supplemental source of replacement water is needed.

*Godding, Dailey & Plumb Ditch*

The Applicant seeks to rely on a historical consumptive use analysis included in the SWSP request for the Distel Pit dated November 14, 2000. The historical consumptive use analysis did not compare actual monthly historical diversions to the monthly crop consumptive use (based on actual weather data), and therefore is not acceptable. Prior to use of these shares as a replacement source, the Applicant must provide a revised historical consumptive use analysis for the subject shares. The revised analysis must also identify the lands historically irrigated by the shares.

*Huett Seepage Ditch*

Prior to use of these shares as a replacement source, the Applicant must provide a full historical consumptive use analysis for the subject shares.

*L.G. Everist Lease*

Aggregate has previously utilized water leased from L.G. Everist, Inc. and stored in the Everist Star Reservoir (WDID 0303325) as a replacement source in this SWSP. Everist Star Reservoir is part of the Feit Gravel Pit (M-1977-522), and is primarily located in the SE¼ of the SW¼ and the SW¼ of the SE¼ of Section 26, Township 6 North, Range 66 West, 6<sup>th</sup> P.M., adjacent to the Cache la Poudre River. The slurry wall liner for the Everist Star Reservoir was approved as having been lined to the design standard referenced in the August 1999 State Engineer Guidelines for Lining Criteria for Gravel Pits in a letter dated December 16, 2014 (amended March 6, 2015) and it is therefore classified as a lined reservoir. Deliveries from the Everist Star Reservoir would be to the Cache la Poudre River via a submersible pump. The headgate for the Greeley No. 3 Ditch is located between the point of depletion of the W.W. Farms Pit and the Everist Star Reservoir (downstream point of release). During times when the Greeley No. 3 Canal is calling for water, Aggregate is not permitted to use the water released from the Everist Star Reservoir as a replacement source for depletions from the W.W. Farms Pit.

*Last Chance Ditch Company No. 2*

The Applicant proposes to rely on a ditch-wide analysis of the Last Chance Ditch system performed by W.W. Wheeler and Associates summarized in a letter report dated April 16, 1990. Prior to use of these shares as a replacement source, the Applicant must provide a copy of said letter report to this office for review. Please note that several subsequent change cases involving a change of shares in the Last Chance Ditch No. 2 found the per-share historical consumptive use to be significantly lower than the values referenced in the SWSP request. This office reserves the right to require a new historical consumptive use analysis for Aggregate's shares.

*Left Hand Ditch Company*

The Applicant seeks to rely on the historical consumptive use for the shares determined in case no. 87CW127. Prior to use of these shares as a replacement source, the Applicant must demonstrate that the shares have continued to be used in approximately the same way as considered in case no. 87CW127 since the decree was entered on June 5, 1991 (that there has been no change in circumstance), or the Applicant must take into account any periods of non-use or undecreed use in determining the actual historical consumptive use of the shares.

*Leggett-Owens Reservoir*

Prior to use of these shares as a replacement source, the Applicant must provide a full historical consumptive use analysis for the subject shares.

*Lupton Bottom Seep Ditches No. 1 and No. 2*

Prior to use of these shares as a replacement source, the Applicant must provide a full historical consumptive use analysis for the subject shares.

*Platte River Power Authority Lease*

Aggregate has previously utilized leased water from the Platte River Power Authority ("PRPA") as a replacement source in this SWSP. For this SWSP period, the use of leased water from the PRPA is not necessary and is not proposed to be utilized. In the future, Aggregate may use leased water from the PRPA if a supplemental source of replacement water is needed.

*Silver Heights Lease*

Aggregate seeks the flexibility to use water from this source when needed. Applicant must be able to account for and deliver Plum Creek water, including proper accounting and tracking in the Chatfield Reservoir Daily accounting; augmentation station releases, transit loss, etc.

*Smith & Emmons Ditch*

Aggregate owns 1.5 of 8 total outstanding shares in the Smith & Emmons Ditch Company. The 1.5 Smith & Emmons Ditch shares were historically used to irrigate 68 acres of pasture grass. Using a Blaney-Criddle analysis the potential crop consumptive use for the 68 acres was determined to be 108.7 acre-feet. Assuming a 10% ditch loss and 55% farm efficiency the dry-year consumptive use was determined to be 91.65 acre-feet for the 1.5 shares.

The Applicant will install a return structure to measure Smith & Emmons Ditch deliveries associated with the subject shares back to the stream prior to claiming use of this source. The applicant may not utilize the 1.5 shares of Smith & Emmons Ditch as a replacement source in this SWSP until such time as all required measurement and bypass structures have been installed and approved by the water commissioner.

### *Zweck & Turner Ditch*

The Applicant seeks to rely on a historical consumptive use analysis previously submitted in support of the SWSP request for the Fredstrom Pit and included in this SWSP request, dated May 29, 2018. The historical consumptive use analysis was accepted for the Fredstrom Pit SWSP for the purpose of demonstrating that the yield from the subject shares was expected to be sufficient to offset evaporative depletions from the Fredstrom Pit. The historical consumptive use analysis did not include evidence that the actual field efficiency (based on historical management and system properties) achieved the assumed maximum irrigation efficiency of 60% assumed in the report, and is therefore not acceptable. Prior to the use of the Applicant's interest in the Zweck & Turner Ditch as a replacement source, the Applicant must provide a revised historical consumptive use analysis for the ditch that either uses an assumed maximum irrigation efficiency of 50% or a maximum irrigation efficiency that considers the site-specific potential efficiency and the effects of installation, management and maintenance of the irrigation system on the potential irrigation efficiency. In addition, the SWSP request must clearly define how the maximum irrigation efficiency was determined, including all assumptions and calculations.

Furthermore, Aggregate is in the process of developing an augmentation station for the Zweck & Turner Ditch. The applicant may not use the Zweck & Turner Ditch as a replacement source in this SWSP until such time as all required measurement and bypass structures have been installed and approved by the water commissioner.

### **Dewatering**

All sites that are actively dewatering have been equipped with a Totalizing Flow Meter ("TFM") to measure the dewatering discharge. Monthly dewatering volumes must be recorded monthly with the meter readings included on submitted accounting. As long as dewatering operations remain continual at constant rates the net accretions are assumed to offset any lagged depletions. Under this assumption, the Applicant is not claiming any dewatering credit. Once dewatering operations stop, or are significantly reduced, at specific sites the monthly meter readings will be used to analyze post pumping depletions. The sites that will be actively dewatered during this SWSP period are the Wattenberg Pit, W.W. Farms Pit, Tull Pit, Tucson South Pit, Irwin-Thomas Pit, and Fredstrom Pit.

### **Long Term Depletions and Reclamation**

In accordance with the letter dated April 30, 2010 (copy attached) from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), all sand and gravel mining operators must comply with the requirements of the Colorado Reclamation Act and the Mineral Rules and Regulations for the protection of water resources. The April 30, 2010 letter from DRMS requires that you provide information to DRMS to demonstrate you can replace long term injurious stream depletions that result from mining related exposure of groundwater. The DRMS letter identifies four approaches to satisfy this requirement, which are identified and described in the attached letter.

In accordance with approach no. 4, you have provided an affidavit dated February 29, 2012, that dedicates the 13.5 shares of the Whitney Ditch Company and 96 shares of the Fulton Irrigating Ditch Company described above as replacement water solely for this combined SWSP for as long as there are depletions at these gravel pit sites or until such time as another replacement source is obtained. This dedication supersedes a previous dedication dated January 25, 2011. A copy of the affidavit is attached to this letter. You have also provided an affidavit dated April 23, 2019 that dedicates 5/12ths of the Zweck & Turner Ditch described above as replacement water solely for the Fredstrom Pit for as long as there are depletions at the gravel pit site or until such time as another



replacement source is obtained. For the purposes of this SWSP, these affidavits will be accepted for the dedication of the shares; however, if the State Engineer determines that a different affidavit or dedication process is necessary to assure proper dedication of the shares, additional information may be required prior to future SWSP approvals.

A summary of the final reclamation and the compliance approach to the DRMS letter including the current posted bond amount is shown in Table E.

**Table E - Final Reclamation Summary**

Site Name	Proposed Final Reclamation	Bond Amount	DRMS Approach No.	Comments
Jeronimus Pit	Backfilled	\$1,510,800	1, 4	Backfilling of all post-81 areas in progress. Water rights dedicated via February 29, 2012 affidavit.
Hazeltine Pit	Lined Reservoir	\$670,602	3	Bonded for lining. The site has been lined with a slurry wall (WDID 0203381).
Brighton Pit	Lined Reservoir/Lakes	\$150,000	1, 3	Bonded for lining. The south and central reservoirs are lined with a slurry wall (WDID 0203385) and have obtained SEO liner approval. A bond reduction was approved by DRMS. The applicant is in the process of backfilling the remaining exposed groundwater areas. Once backfilling is complete, additional SWSPs will be required until the applicant has replaced all of the remaining lagged depletions.
Tucson South Pit	Lined Reservoir	\$326,040	3	Bond increased to cover backfilling of exposed groundwater.
Wattenberg Pit	Lined Reservoir	\$520,000	3	Bonded for lining. (Pit lined in 2013; however, liner has not yet been tested or approved.)
Platte Valley Pit	Groundwater Lake	\$754,732	1, 4	Bonded for backfilling. Water rights dedicated via February 29, 2012 affidavit.
Distel Pit	Groundwater Lake	\$1,216,716	1, 2	Bonded for backfilling. Lagged and future depletions from evaporation and consumptive use by wetlands vegetation at the site covered under City of Longmont augmentation plan decreed in case no. 2009CW271.
Tull Pit	Lined Reservoir	\$2,947,600	1, 3	Bonded for lining. Conditional water storage right decreed in case no. 1994CW062.
Irwin-Thomas Pit	To Be Determined	\$2,747,911	3	Bonded for lining.
Fredstrom Pit	To Be Determined	\$1,000	4	Water rights have been dedicated via April 23, 2019 affidavit.
W.W. Farms Pit	Lined Reservoir/ Groundwater Lakes	\$270,000	2	Conditional water storage right and plan for augmentation for evaporation from up to 66 acres of water surface area decreed in case no. 1990CW23 (site currently exposes 36 acres).
F-Street Pit	Groundwater Lake	\$10,237,994	1 or 3	Bond amount increased to cover the cost of backfilling the site.

### Conditions of Approval

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

1. This SWSP shall be valid for the period of January 1, 2020 through December 31, 2020, unless otherwise revoked or superseded by decree. Should a request for renewal of this plan be needed, such renewal request must be submitted to this office with the statutory fee (currently \$257 per pit) no later than November 1, 2020. **If a renewal request is received after the expiration date of this plan, it may be considered a request for a new SWSP in which case the filing fee for a new SWSP will apply (currently \$1,157 per pit).**
2. Well permits have been obtained for the current use and exposed groundwater surface area of each gravel pit except the Fredstrom Pit in accordance with sections 37-90-137(2) and (11), C.R.S., as identified in Table A of this approval. A gravel pit well permit application for the Fredstrom Pit was submitted to this office and is currently pending under receipt no. 3691674, subject to the resolution of a hearing scheduled to be held before the Hearing Officer in case no. 19SE01.
3. The total area of groundwater surface exposed after December 31, 1980 for each of the pits shall not exceed those values listed in Table A of this approval. Should the total surface area exposed exceed those amounts, an amendment will need to be filed with this office.
4. The total amount of groundwater to be consumed at each of the pits shall not exceed the values listed in Table C of this approval. Total consumption at each pit must not exceed these amounts unless an amendment is made to this plan.
5. Approval of this plan is for the purposes as stated herein. This office must first approve any additional uses for the water. Any future additional historic consumptive use credit given (e.g., agricultural water transfer) for these sites must consider all previous credits given.
6. All releases of replacement water must be sufficient to cover all out-of-priority depletions in time, place, and amount and must be made under the direction and/or the approval of the water commissioner(s). If approved prior, the release of replacement water may be aggregated to maximize beneficial use. The water commissioner(s) and/or the division engineer shall determine the rate and timing of an aggregated release.
7. Conveyance loss for delivery of replacement water is subject to assessment and modification as determined by the division engineer. The distance for assessment of conveyance loss will be based upon DWR stream miles or as approved by the Water Commissioner, and will be assessed from the point of release to the point of depletion/replacement.
8. The replacement water, which is the subject of this plan cannot be sold or leased to any other entity. As a condition of subsequent renewals of this substitute water supply plan, the replacement water must be appurtenant to these sites until a plan or plans for augmentation are obtained. All replacement water must be concurrent with depletions in quantity, timing, and locations. According to affidavits dated February 29, 2012 and April 23, 2019, the Applicant dedicated the 13.5 shares of the Whitney Ditch Company, 96 shares of the Fulton Irrigating Ditch Company, and 5/12ths interest in the Zweck & Turner Ditch as replacement water solely for this SWSP for as long as there are depletions at these gravel pit sites or until such time as another replacement source is obtained. For the purposes of this SWSP, these affidavits will be accepted for the dedication of the shares; however, if the State Engineer determines that a different affidavit or dedication process is necessary to assure proper

dedication of the shares, additional information may be required prior to future SWSP approvals.

9. All diversions shall be measured in a manner acceptable to the division engineer. The Applicant shall install and have approved by the Water Commissioner all structures prior to any credit or use in this SWSP. The Applicant shall maintain such measuring devices as required by the division engineer for operation of this SWSP. In addition, the applicant shall maintain daily records of all diversions, replacements, and the amount of water used for each particular purpose. The applicant shall provide a report of these records to the division engineer and the water commissioner on a monthly basis, or more frequent as required, on a form approved by them. The accounting must be submitted to the division engineer in Greeley ([DNR.Div1Accounting@state.co.us](mailto:DNR.Div1Accounting@state.co.us)) and the water commissioners [Jorge Vidal ([Jorge.Vidal@state.co.us](mailto:Jorge.Vidal@state.co.us)), Mark Simpson ([Mark.Simpson@state.co.us](mailto:Mark.Simpson@state.co.us)), Shera Sumerford ([Shera.Sumerford@state.co.us](mailto:Shera.Sumerford@state.co.us)), Bob Carlson ([Bob.Carlson@state.co.us](mailto:Bob.Carlson@state.co.us)), and Brent Schantz ([Brent.Schantz@state.co.us](mailto:Brent.Schantz@state.co.us))] within 30 calendar days of the end of the month for which the accounting is being made. Submitted accounting shall conform to the attached Division One Administration Protocol "*Augmentation Plan Accounting*".

In addition, the applicant shall verify that each entity making replacements for this plan, have included this plan in their respective accounting submitted to the division engineer. For this plan period those entities are the Centennial Water and Sanitation District, City of Westminster, and City of Thornton.

10. All return structures utilized in this plan must have a measuring device equipped with an electronic recording device and must be approved by the water commissioner prior to use. In addition, all charts or other output data associated with each measuring device utilized in this plan must be provided in a timely manner acceptable to all of the water commissioners identified herein.
11. The Applicant shall be required to notify and obtain approval of the Water Commissioners in writing a minimum of 48 hours, or as required by each individual Water Commissioner, of all planned releases and exchanges, including but not limited to, location, amount, and timing (start and end dates). In addition, the Applicant will coordinate deliveries of changed shares back to the river from the Whitney Ditch, the Fulton Ditch, the Brighton Ditch, and the Greeley Irrigation Canal with the Water Commissioners. Aggregate will track and provide the amount of water available, the amount of water requested, and the amount of water delivered on a daily basis or as required by the water commissioner.
12. The Division Engineer, or his designated representative, will administer all such water transported in the South Platte River or its tributaries under this SWSP, including water for replacement of depletions, past intervening headgates to ensure that such water is not intercepted or otherwise diminished in quantity by diversion, use or other interference by intervening water rights and to assure that such water remains available and suitable for Applicant's uses under this SWSP, except when any intervening headgate is diverting the entire flow of ("sweeping") the river. In the event that delivery past headgates which sweep the river requires the installation of a bypass structure or the use of an existing bypass structure by agreement with a third-party, Applicant is responsible for either installing a new bypass structure with a continuous recording measuring device(s) as approved by the Water Commissioner or securing an agreement with a third-party to use an existing bypass structure and providing such information and agreement to the Division Engineer.

13. The Division of Water Resources will not be responsible for any enforcement or administration of third party agreements that are not included in a decree of the water court.
14. The name, address, and phone number of a contact person who will be responsible for the operation and accounting of this plan must be provided to the Water Commissioner(s) and the Division Engineer.
15. Subject to prior approval by the division engineer, the Applicant may lease or purchase additional replacement water as identified in this SWSP request. Such additional sources of replacement water may only be used in this SWSP if the Applicant complies with the attached Division One Administration Protocol *“Use of Replacement Sources Not Specifically Identified in an SWSP or Augmentation Plan”*.
16. The Applicant shall perform an inspection and provide verification that the land associated with the changed water rights in this SWSP has been removed from irrigation during the term of this SWSP. Verification of dry-up must be in the form of an affidavit signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with each change of water right in this SWSP. In accordance with the attached Division One Administration Protocol *“Dry-Up of Irrigated Land”*, **by October 31, 2020**, the Applicant shall provide an affidavit to the water commissioner and division engineer that confirms dry-up during the **2020** irrigation season. A GIS shapefile outlining the dry-up must accompany each affidavit and be emailed to [DNR\\_Div1Accounting@state.co.us](mailto:DNR_Div1Accounting@state.co.us). The shapefile shall include the pending court case number, the WDID of the plan, a delineation of the dried-up land, the acreage of dry-up, and any accompanying metadata. In addition, the datum must be NAD83 and the UTM projection must be Zone 13. If a shapefile of the acreage was provided previously and the proposed dry-up acreage has remained the same, the notice can reference the previously provided shapefile, rather than providing it again. If the actual dry-up does not match the land proposed for dry-up in the spring, a revised GIS shape file must be submitted with the affidavit in the fall.

The historical consumptive use attributed to the changed surface water right(s) under this SWSP shall not include groundwater contributions. As a result, the historical consumptive use (“HCU”) credit calculated for the subject water right(s) to be changed by this SWSP shall be reduced by any ongoing sub-irrigation from groundwater. In order to ensure the required dry-up conditions exist during the approval period of this SWSP, and to ensure no sub-irrigation from groundwater is occurring, the Applicant shall provide records of monthly monitoring of depth to groundwater for all land associated with the change of water right(s) in this SWSP. Information regarding depth to groundwater may be provided using existing irrigation wells, existing or new monitoring wells, or piezometers located on the dried-up fields. The Applicant may utilize wells or piezometers located within ¼ mile of each field provided that the Applicant can demonstrate the depth to groundwater information available off-site is representative of the depth to groundwater on the dried-up land. The Applicant shall modify its accounting to reduce the amount of the calculated HCU that may be claimed in this SWSP according to the table below. Measurements taken at the start of each month will determine the necessary reduction in credit to be applied during the following month. The Applicant may use another methodology upon review and prior approval by the state engineer and division engineer. (Construction of monitoring holes/wells, or piezometers requires that permits or notices be obtained as described in Table 1 of the Water Well Construction Rules.)

Depth to Groundwater (Feet)	Percent Reduction in Calculated HCU <sup>1</sup>	
	Native Grass	Alfalfa
1	85%	100%
2	50%	90%
3	30%	75%
4	20%	50%
5	15%	35%
6	10%	20%
7	5%	15%
8	0%	10%

1. Adapted from *EVAPOTRANSPIRATION AND AGRONOMIC RESPONSES IN FORMERLY IRRIGATED MOUNTAIN MEADOWS*, South Park, Colorado, March 1, 1990; Revised September 1, 1991

17. Dewatering at the Wattenberg Pit, W.W. Farms Pit, Tull Pit, Tucson South Pit, Irwin-Thomas Pit, and Fredstrom Pit will produce delayed depletions to the stream system. As long as the pits are continuously dewatered, the water returned to the stream system should be adequate to offset the depletions attributable to the dewatering operation. Once dewatering at a site ceases, the delayed depletions must be addressed. Accordingly, dewatering is required to continue at the W.W. Farms Pit, Wattenberg Pit, and Tull Pit during the term of this approval. Once dewatering has begun at the Tucson South Pit, Irwin-Thomas Pit, and Fredstrom Pit it will be required to continue during the term of this approval. At least three years prior to completion of dewatering, a plan must be submitted that specifies how the post pumping dewatering depletions (including refilling of the pit) will be replaced, in time, place and amount.
18. Prior to claiming any credit for the water returned to the stream system from dewatering in excess of lagged dewatering depletions (a net accretion), the applicant must install a totalizing flow meter that accurately measures the quantity of water being pumped and returned to the stream system via dewatering operations and account on a real time basis for the actual dewatering depletions and accretions. No net accretion credits are sought by the Applicant for this approval period.
19. If dewatering of any of these sites is discontinued, the pit would fill, creating additional depletions to the stream system due to increased evaporation. To ensure that additional depletions to the river do not occur, a bond has been obtained through the DRMS for lining or backfilling of the lakes. Therefore, if the dewatering is discontinued these bonds can finance the completion of the lining of these pits or the backfilling, thus preventing depletions to the stream system.
20. The approval of this substitute water supply plan does not relieve the Applicant and/or landowner of the requirement to obtain a Water Court decree approving a permanent plan for augmentation or mitigation to ensure the permanent replacement of all depletions, including long-term evaporation losses and lagged depletions after gravel mining operations have ceased.
21. If reclamation of the mine sites will produce a permanent water surface exposing groundwater to evaporation, an application for a plan for augmentation must be filed with the Division 1 Water Court at least three (3) years prior to the completion of mining to include, but not be limited to, long-term evaporation losses and lagged depletions. If a lined pond results after reclamation, replacement of lagged depletions shall continue until there is no longer an effect on stream flow. According to the SWSP request, mining of material has ceased at the Jeronimus Pit, Platte Valley Pit, F-Street Pit, Brighton Pit, Tucson Pit, Distel Pit,

and Wattenberg Pit. Since material mining has ceased at these sites, either the lakes must be lined or backfilled, or an application for a plan of augmentation for the site must be filed with the water court. In addition all lagged depletions shall continue to be replaced under a SWSP until there is no longer an effect on stream flow or a court approved augmentation plan is approved by the water court. Granting of this plan does not imply approval by this office of any such court application(s).

22. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all excavation of product from below the water table, and all other use of water at the pits under this SWSP, must cease immediately.
23. In accordance with amendments to section 25-8-202-(7), C.R.S. and Senate Bill 89-181 Rules and Regulations adopted on February 4, 1992, the State Engineer shall determine if this substitute supply is of a quality to meet requirements of use to which the senior appropriation receiving the substitute supply has normally been put. As such, water quality data or analyses may be requested at any time to determine if the requirement of use of the senior appropriator is met.
24. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any water court case or any other legal action that may be initiated concerning the substitute water supply plan. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other plans or in any proposed renewal of this plan, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant.

Should you have any further comments or questions, please contact Michael Hein, Lead Assistant Division Engineer, in Greeley at 970-352-8712 or Javier Vargas-Johnson of this office.

Sincerely,



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

Attachments: Figure 1

South Platte Substitute Supply Plan Accounting 2020  
Bucklen Lease (01/30/2020)  
GIC Lease (01/27/2020)  
Martin Marietta Lease (12/31/2010)  
Centennial Lease (12/2/1996) & January 3, 2020 letter  
City of Westminster 1998 Lease (5/22/1998)  
City of Westminster Agreement (1/14/2020)  
City of Westminster Agreement Schedule (2/3/2020)

City of Thornton Lease (3/31/2006)  
City of Westminster Brighton Ditch Lease (1/14/2020)  
Affidavit-Dedication of Water Rights to this SWSP (2/29/2012 and 4/23/19)  
Letter from DRMS dated April 30, 2010  
Accounting, Use of Unnamed Sources, and Dry-up Protocols

Cc: Michael Hein, Lead Assistant Division Engineer, [Michael.Hein@state.co.us](mailto:Michael.Hein@state.co.us)  
810 9<sup>th</sup> Street, 2<sup>nd</sup> Floor, Greeley, Colorado 80631, 970-352-8712

Dean Santistevan, Assistant Division Engineer, [Dean.Santistevan@state.co.us](mailto:Dean.Santistevan@state.co.us)  
810 9<sup>th</sup> Street, 2<sup>nd</sup> Floor, Greeley, Colorado 80631, 970-352-8712

Brent Schantz, River Operations/Compact Commissioner, [Brent.Schantz@state.co.us](mailto:Brent.Schantz@state.co.us)

Jorge Vidal, Water Commissioner District 2, [Jorge.Vidal@state.co.us](mailto:Jorge.Vidal@state.co.us)

Mark Simpson, Water Commissioner District 3, [Mark.Simpson@state.co.us](mailto:Mark.Simpson@state.co.us)

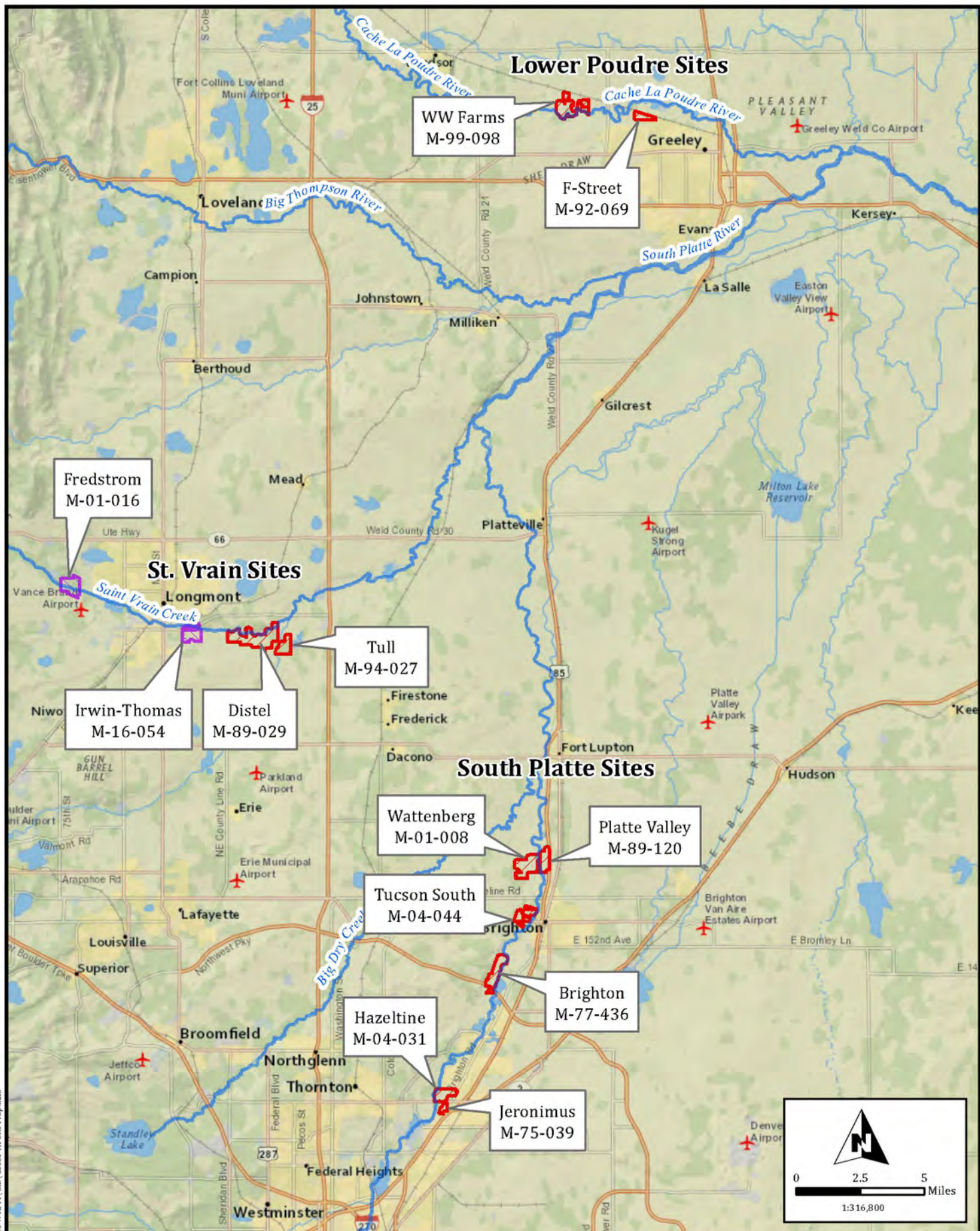
Shera Sumerford, Water Commissioner District 5, [Shera.Sumerford@state.co.us](mailto:Shera.Sumerford@state.co.us)

Bob Carlson, Water Commissioner District 6, [Bob.Carlson@state.co.us](mailto:Bob.Carlson@state.co.us)

Louis Flink, Tabulation/Diversion Records Coordinator, [Louis.Flink@state.co.us](mailto:Louis.Flink@state.co.us)

Colorado Division of Reclamation Mining and Safety





**Applegate  
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Water Resource Advisors for the West

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## AGGREGATE INDUSTRIES COMBINED SSP Vicinity Map

Date: 30 Dec 2019

Job #: 06-103

Drawn By: JMD

Figure:

**1**

Of:

1



Aggregate Industries - WCR, Inc.  
 South Platte Combined Substitute Supply Plan Accounting  
 2020

**TOTAL ON-SITE CONSUMPTIVE USE (ac-ft)**

	Site	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
District 2	Jeronimus Pit (WDID 0203029)	0.47	0.56	0.74	1.14	1.60	2.28	2.37	2.16	1.64	1.09	0.51	0.44	15.00	
	Hazeltine Pit (WDID 0203030)	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	
	Brighton Pit (WDID 0203031)	0.24	0.30	0.37	0.69	0.84	1.24	1.34	1.18	0.90	0.60	0.27	0.23	8.20	
	Tucson South Pit (WDID 0203032)	0.83	1.07	1.30	2.42	4.69	6.00	6.35	5.83	4.88	3.83	2.72	2.56	42.46	
	Wattenberg Pit (WDID 0203034)	0.84	1.08	1.35	2.36	3.11	4.24	4.45	3.94	3.04	2.04	1.04	0.86	28.34	
	Platte Valley Pit (WDID 0203035)	5.70	6.49	8.42	15.00	17.97	27.53	30.05	27.31	19.81	13.29	6.19	5.02	182.75	
District 5/6	Distel Pit (WDID 0503000)	0.03	0.05	0.08	0.08	0.15	0.23	0.23	0.23	0.23	0.15	0.05	0.03	1.54	
	Tull Pit (WDID 0603001)	1.53	1.50	1.73	2.23	2.42	2.73	2.78	2.73	2.37	2.08	1.67	1.37	25.13	
	Irwin-Thomas Pit (WDID 0505626)	0.20	0.23	0.33	0.60	0.74	1.49	1.64	1.49	1.19	0.94	0.74	0.66	10.21	
	Fredstrom Pit (WDID 0505629)	0.08	0.09	0.13	0.30	0.37	1.67	1.73	1.55	1.42	1.34	1.29	1.16	11.65	
Dist 3	W.W. Farms Pit (WDID 0303014)	4.84	7.83	9.64	15.52	19.13	26.42	28.65	26.42	19.13	12.07	6.07	4.84	180.55	
	F-Street Pit (WDID 0303015)	2.10	2.62	3.41	5.76	7.34	10.74	11.79	11.00	7.60	4.98	2.36	2.10	71.79	

Total Consumptive Uses	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
District 2	8.08	9.50	12.18	21.61	28.21	41.29	44.56	40.42	30.25	20.85	10.72	9.09	276.76
Districts 5/6	1.84	1.87	2.26	3.21	3.67	6.12	6.37	6.12	5.33	4.59	3.79	3.34	48.53
District 3	6.93	10.45	13.05	21.28	26.47	37.16	40.44	37.43	26.73	17.04	8.42	6.93	252.33
<b>Total</b>	<b>16.85</b>	<b>21.81</b>	<b>27.49</b>	<b>46.10</b>	<b>58.35</b>	<b>84.58</b>	<b>91.37</b>	<b>83.97</b>	<b>62.32</b>	<b>42.48</b>	<b>22.94</b>	<b>19.37</b>	<b>577.63</b>

**Stream Depletions (ac-ft)** (+) accretions / (-) depletions

	Site	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
District 2	Jeronimus Pit (WDID 0203029)	-0.89	-0.85	-0.88	-1.01	-1.23	-1.55	-1.83	-1.91	-1.80	-1.55	-1.23	-0.99	-15.72	
	Hazeltine Pit (WDID 0203030)	-4.99	-4.91	-4.84	-4.78	-4.72	-4.67	-4.62	-4.58	-4.53	-4.48	-4.42	-4.38	-55.91	
	Brighton Pit (WDID 0203031)	-0.82	-0.78	-0.80	-0.96	-1.10	-1.34	-1.50	-1.47	-1.31	-1.10	-0.85	-0.73	-12.75	
	Tucson South Pit (WDID 0203032)	-1.45	-1.38	-1.40	-1.62	-2.32	-3.28	-4.04	-4.42	-4.42	-4.17	-3.74	-3.36	-35.60	
	Wattenberg Pit (WDID 0203034)	-2.75	-2.36	-2.28	-2.52	-2.93	-3.48	-3.89	-3.90	-3.56	-3.01	-2.35	-1.89	-34.92	
	Platte Valley Pit (WDID 0203035)	-9.28	-9.07	-9.58	-12.24	-15.01	-19.73	-23.63	-24.29	-21.58	-17.48	-12.83	-9.91	-184.63	
District 5/6	Distel Pit (WDID 0503000)	-0.06	-0.07	-0.08	-0.09	-0.12	-0.17	-0.20	-0.21	-0.18	-0.11	-0.08	-0.08	-1.56	
	Tull Pit (WDID 0603001)	-1.59	-1.58	-1.56	-1.56	-1.56	-1.57	-1.60	-1.64	-1.69	-1.73	-1.75	-1.77	-19.60	
	Irwin-Thomas Pit (WDID 0505626)	-0.01	-0.06	-0.09	-0.15	-0.24	-0.37	-0.59	-0.74	-0.79	-0.77	-0.72	-0.66	-5.20	
	Fredstrom Pit (WDID 0505629)	-0.01	-0.03	-0.05	-0.10	-0.16	-0.41	-0.77	-0.95	-1.02	-1.03	-1.02	-1.01	-6.57	
Dist 3	W.W. Farms Pit (WDID 0303014)	-6.34	-7.61	-9.06	-12.48	-15.79	-20.67	-23.93	-24.03	-20.40	-15.35	-10.43	-7.90	-173.98	
	F-Street Pit (WDID 0303015)	-4.85	-4.31	-4.05	-4.19	-4.80	-5.78	-7.12	-8.12	-8.37	-7.78	-6.76	-5.65	-71.79	

Total Stream Depletions	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
District 2	-20.16	-19.35	-19.78	-23.13	-27.31	-34.05	-39.51	-40.57	-37.20	-31.79	-25.43	-21.25	-339.53
Districts 5/6	-1.68	-1.74	-1.79	-1.89	-2.08	-2.53	-3.16	-3.53	-3.70	-3.71	-3.61	-3.51	-32.93
District 3	-11.19	-11.92	-13.11	-16.67	-20.59	-26.45	-31.05	-32.15	-28.76	-23.13	-17.20	-13.55	-245.76
<b>Total</b>	<b>-33.03</b>	<b>-33.01</b>	<b>-34.68</b>	<b>-41.69</b>	<b>-49.97</b>	<b>-63.03</b>	<b>-73.72</b>	<b>-76.25</b>	<b>-69.67</b>	<b>-58.63</b>	<b>-46.23</b>	<b>-38.31</b>	<b>-618.22</b>

Aggregate Industries - WCR, Inc.  
South Platte Combined Substitute Supply Plan Accounting  
2020

REPLACEMENT SOURCES (ac-ft)

	Source	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
District 2	Silver Heights													0.00	
	Last Chance Ditch No. 2													0.00	
	Centennial													30.00	
	Westminster 1998	26.42	23.74	26.25	24.77	25.02	23.15	13.17	13.24	13.22	25.00	24.96	26.28	265.24	294.79 of total; 29.55 of reserved for 07CW198
	Thornton Effluent	2.15	2.01	2.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.08	2.15	10.53	
	Fulton Ditch	0.00	0.00	0.00	9.21	30.05	30.43	24.88	27.21	20.57	21.65	0.00	0.00	163.98	
	Old Brantner Ditch													0.00	
	Brighton Ditch	0.00	0.00	0.00	31.42	64.87	59.73	54.41	52.71	46.43	34.04	0.00	0.00	343.60	
District 5/6	Westminster 1999	20.00	26.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	36.00	163.00	Removed from Plan
	New Brantner Ditch	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	
	Leggett Reservoir	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	
	Smith & Emmons Ditch	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	
	Hall N&S Ditches													0.00	
	South Flat Ditch													0.00	
	Mason Meadows Ditch													0.00	
	Langmont W/TP	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	
District 3	Heaton Reservoir (Martin Marietta)	0.00	0.00	0.00	1.90	2.10	2.60	3.20	3.60	3.80	3.80	0.00	0.00	21.00	Lease from Martin Marietta
	Coffin & Davis Ditch	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	Removed from Plan
	Rural Ditch													0.00	Removed from Plan
	Bonus Ditch													0.00	
	P & D Ditch													0.00	
	C-BT	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	Removed from Plan
	Little Cache	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	Removed from Plan
	Lindenmeier	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	
District 3	Fort Collins / PRPA	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	
	Whitney Ditch	0.00	0.00	0.00	9.44	48.90	62.42	85.39	75.81	49.82	2.29	0.00	0.00	334.07	13.5 shares used
	Boyd & Freeman Ditch	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	
	Star Reservoir (L.G. Everist)	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	Lease from L.G. Everist
	City of Greeley / Bucklen Pit	0.00	0.00	0.00	4.44	11.08	9.95	10.26	10.24	8.81	5.80	0.00	0.00	60.58	Lease from Bucklen Pit SWSP
	GLC	0.00	0.00	0.00	5.07	10.14	9.87	9.99	9.24	9.27	7.35	0.00	0.00	60.93	Leased shares

Return Flow Obligations (ac-ft)

	Source	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
District 2	Fulton Ditch	-1.30	-1.13	-1.17	-2.94	-7.29	-6.73	-5.74	-6.43	-5.15	-5.52	-1.33	-1.36	-46.10	
	Old Brantner Ditch													0.00	
	Brighton Ditch	-4.12	-3.23	-2.50	-9.38	-16.12	-14.72	-15.26	-16.58	-16.28	-14.49	-6.91	-5.44	-125.03	
	New Brantner Ditch	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	Removed from Plan
Dist. 3	Whitney Ditch	-1.22	-1.04	-0.86	-6.95	-26.69	-26.09	-32.67	-32.18	-26.66	-7.53	-4.34	-3.22	-169.46	
	Boyd & Freeman Ditch	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	
	GLC	-0.58	-0.55	-0.52	-1.68	-2.98	-3.02	-3.11	-2.96	-2.97	-2.48	-0.83	-0.79	-22.47	
Dist.5/6	Smith & Emmons Ditch	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	

Transit Loss Summary (ac-ft)

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
St. Vrain at Confluence	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	Transit Loss not assessed
Poudre At Confluence	0.00	0.00	0.00	0.00	-0.22	0.00	0.00	-0.13	-0.08	0.00	0.00	0.00	-0.43	
South Platte To St. Vrain River	-5.60	-6.04	-6.80	-5.01	-4.16	-1.83	-1.26	-2.41	-3.28	-5.84	-8.90	-5.45	-56.57	
St. Vrain To Poudre River	-1.47	-1.57	-1.51	-0.96	-0.88	0.00	0.00	-0.50	-0.65	-1.17	-2.19	0.00	-10.91	

Basin Summary (ac-ft)

	Location	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total	Comments
	St. Vrain at Confluence	-1.68	-1.74	-1.79	0.01	0.02	0.07	0.04	0.07	0.10	0.09	-3.61	-3.51	-11.93	Net deficits allowed during non-irrigation season
	Upper Poudre	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	No net deficits allowed in any month
	Poudre At Confluence	-12.99	-13.51	-14.49	-6.35	19.63	26.68	38.81	27.86	9.43	-17.70	-22.36	-17.56	17.45	Net deficits allowed during non-irrigation season
	South Platte River	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Above St. Vrain Confluence	17.39	22.00	30.15	34.94	70.06	55.97	30.69	27.17	23.30	33.05	33.47	30.93	409.12	Net deficits allowed during non-irrigation season
	Below St. Vrain Confluence	15.71	20.26	28.35	34.95	70.08	56.04	30.73	27.24	23.40	33.14	29.86	27.42	397.19	Net deficits allowed during non-irrigation season
	Above Poudre Confluence	14.24	18.69	26.84	33.99	69.20	56.04	30.73	26.73	22.75	31.98	27.67	27.42	386.28	Net deficits allowed during non-irrigation season
	Net Balance	1.25	5.19	12.35	27.63	88.83	82.73	69.54	54.60	32.17	14.28	5.31	9.86	403.74	

Aggregate Industries, Inc.  
Site: Wattenberg Pit (WDID 0203034)

South Platte River Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Net Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Evaporative Losses (ac-ft)	On-site Aggregate Production (tons)	Water Retained in Product (ac-ft)	Dust Control (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Lagged Depletion (ac-ft)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	0.00	Yes	0.09	5.0	0.43	145,871	4.29	0.07	4.79	-6.14	-0.02	-6.16
	Feb-18	1,214	0.35	No	0.11	5.0	0.55	146,148	4.30	0.10	4.95	-5.79	-0.12	-5.79
	Mar-18	2,452	0.04	No	0.14	5.0	0.68	216,711	6.38	0.13	7.19	-6.35	-0.13	-6.35
	Apr-18	963	27.06	No	0.24	5.0	1.20	214,114	6.30	0.20	7.70	-7.04	-8.29	-7.04
	May-18	1,046	30.72	No	0.32	5.0	1.60	236,228	6.95	0.23	8.78	-7.63	-16.90	-7.63
	Jun-18	1,498	48.22	No	0.45	5.0	2.23	199,036	5.86	0.23	8.32	-7.88	-25.69	-7.88
	Jul-18	1,327	63.22	No	0.47	5.0	2.34	211,337	6.22	0.23	8.79	-8.05	-36.85	-8.05
	Aug-18	1,230	71.35	No	0.41	5.0	2.06	225,034	6.62	0.23	8.92	-8.27	-46.29	-8.27
	Sep-18	1,531	61.64	No	0.31	5.0	1.56	154,873	4.56	0.23	6.35	-7.61	-48.82	-7.61
	Oct-18	1,978	45.01	No	0.21	5.0	1.06	190,636	5.61	0.13	6.80	-7.11	-44.06	-7.11
	Nov-18	1,948	4.99	No	0.10	5.0	0.50	144,742	4.26	0.13	4.89	-6.48	-28.60	-6.48
	Dec-18	2,766	210.08	No	0.09	5.0	0.44	183,740	5.41	0.07	5.92	-6.22	-79.71	-6.22
Totals							14.65	2,268,470	66.77	1.98	83.39	-84.57	-335.47	-84.59
2019	Jan-19	2,209	274.50	No	0.09	5.0	0.43	143,501	4.22	0.07	4.72	-5.93	-152.98	-5.93
	Feb-19	2,504	284.63	No	0.11	5.0	0.55	106,985	3.15	0.10	3.79	-5.29	-190.99	-5.29
	Mar-19	3,393	464.77	No	0.14	5.0	0.68	121,237	3.57	0.13	4.38	-5.06	-264.06	-5.06
	Apr-19	3,119	308.54	No	0.24	5.0	1.20	135,860	4.00	0.20	5.40	-5.35	-277.71	-5.35
	May-19	3,042	408.14	No	0.32	5.0	1.60	154,639	4.55	0.23	6.38	-5.86	-289.51	-5.86
	Jun-19	2,355	245.14	No	0.45	5.0	2.23	161,694	4.76	0.23	7.22	-6.41	-269.80	-6.41
	Jul-19	2,616	282.84	No	0.47	5.0	2.34	219,604	6.46	0.23	9.04	-7.27	-249.82	-7.27
	Aug-19	1,804	125.20	No	0.41	5.0	2.06	52,247	1.54	0.23	3.83	-6.31	-207.58	-6.31
	Sep-19	1,849	114.25	No	0.31	5.0	1.56	2,750	0.08	0.23	1.87	-4.49	-163.72	-4.49
	Oct-19	1,248	88.45	No	0.21	5.0	1.06	44,049	1.30	0.13	2.49	-3.80	-141.41	-3.80
	Nov-19	165	21.90	No	0.10	5.0	0.50	128,875	3.79	0.13	4.43	-4.22	-107.42	-4.22
	Dec-19	0	0.00	Yes	0.09	5.0	0.44	34,033	1.00	0.07	1.51	-3.71	-75.72	-79.43
Totals							14.65	1,305,474	38.42	1.98	55.05	-63.71	-2390.72	-139.43
2020	Jan-20	0	0.00	No	0.09	9.0	0.77	0	0.00	0.07	0.84	-2.75	-59.03	-2.75
	Feb-20	0	0.00	No	0.11	9.0	0.98	0	0.00	0.10	1.08	-2.36	-49.94	-2.36
	Mar-20	0	0.00	No	0.14	9.0	1.22	0	0.00	0.13	1.35	-2.28	-43.24	-2.28
	Apr-20	0	0.00	No	0.24	9.0	2.16	0	0.00	0.20	2.36	-2.52	-37.70	-2.52
	May-20	0	0.00	No	0.32	9.0	2.88	0	0.00	0.23	3.11	-2.93	-33.00	-2.93
	Jun-20	0	0.00	No	0.45	9.0	4.01	0	0.00	0.23	4.24	-3.48	-28.88	-3.48
	Jul-20	0	0.00	No	0.47	9.0	4.22	0	0.00	0.23	4.45	-3.89	-25.30	-3.89
	Aug-20	0	0.00	No	0.41	9.0	3.71	0	0.00	0.23	3.94	-3.90	-22.17	-3.90
	Sep-20	0	0.00	No	0.31	9.0	2.81	0	0.00	0.23	3.04	-3.56	-19.40	-3.56
	Oct-20	0	0.00	No	0.21	9.0	1.91	0	0.00	0.13	2.04	-3.01	-17.01	-3.01
	Nov-20	0	0.00	No	0.10	9.0	0.91	0	0.00	0.13	1.04	-2.35	-14.89	-2.35
	Dec-20	0	0.00	No	0.09	9.0	0.79	0	0.00	0.07	0.86	-1.89	-13.06	-1.89
Totals							26.36	0	0.00	1.98	28.34	-34.92	-363.62	-34.92

Aggregate Industries, Inc.  
 Site: Brighton Pit (WDID 0203031)

South Platte River Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Change in Rate (Yes/No)	Does Dewatering impact the River (Yes/No)	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Water Used For Dust Control (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	No	Yes	0.08	5.0	0.40	0	0.00	0.00	0.40	-0.72	-0.26	-0.98
	Feb-18	0	No	Yes	0.10	5.0	0.51	0	0.00	0.00	0.51	-0.75	-0.25	-1.00
	Mar-18	0	No	Yes	0.12	5.0	0.62	0	0.00	0.00	0.62	-0.81	-0.25	-1.06
	Apr-18	0	No	Yes	0.23	5.0	1.16	0	0.00	0.00	1.16	-1.10	-0.25	-1.35
	May-18	0	No	Yes	0.28	5.0	1.40	0	0.00	0.00	1.40	-1.35	-0.25	-1.59
	Jun-18	0	No	Yes	0.41	5.0	2.06	0	0.00	0.00	2.06	-1.76	-0.24	-2.01
	Jul-18	0	No	Yes	0.45	5.0	2.24	0	0.00	0.00	2.24	-2.03	-0.24	-2.27
	Aug-18	0	No	Yes	0.39	5.0	1.97	0	0.00	0.00	1.97	-2.00	-0.24	-2.23
	Sep-18	0	No	Yes	0.30	5.0	1.50	0	0.00	0.00	1.50	-1.74	-0.23	-1.97
	Oct-18	0	No	Yes	0.20	5.0	1.00	0	0.00	0.00	1.00	-1.39	-0.23	-1.62
	Nov-18	0	No	Yes	0.09	5.0	0.45	0	0.00	0.00	0.45	-0.97	-0.23	-1.20
	Dec-18	0	No	Yes	0.08	5.0	0.38	0	0.00	0.00	0.38	-0.77	-0.23	-1.00
<b>Totals</b>							<b>13.67</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>13.67</b>	<b>-15.40</b>	<b>-2.90</b>	<b>-18.29</b>
2019	Jan-19	0	No	Yes	0.08	5.0	0.40	0	0.00	0.00	0.40	-0.71	-0.22	-0.94
	Feb-19	0	No	Yes	0.10	5.0	0.51	0	0.00	0.00	0.51	-0.74	-0.22	-0.96
	Mar-19	0	No	Yes	0.12	5.0	0.62	0	0.00	0.00	0.62	-0.80	-0.22	-1.02
	Apr-19	0	No	Yes	0.23	5.0	1.16	0	0.00	0.00	1.16	-1.09	-0.22	-1.30
	May-19	0	No	Yes	0.28	5.0	1.40	0	0.00	0.00	1.40	-1.34	-0.21	-1.55
	Jun-19	0	No	Yes	0.41	5.0	2.06	0	0.00	0.00	2.06	-1.75	-0.21	-1.96
	Jul-19	0	No	Yes	0.45	5.0	2.24	0	0.00	0.00	2.24	-2.02	-0.21	-2.23
	Aug-19	0	No	Yes	0.39	5.0	1.97	0	0.00	0.00	1.97	-1.99	-0.20	-2.19
	Sep-19	0	No	Yes	0.30	5.0	1.50	0	0.00	0.00	1.50	-1.73	-0.20	-1.93
	Oct-19	0	No	Yes	0.20	5.0	1.00	0	0.00	0.00	1.00	-1.38	-0.20	-1.58
	Nov-19	0	No	Yes	0.09	5.0	0.45	0	0.00	0.00	0.45	-0.96	-0.20	-1.16
	Dec-19	0	No	Yes	0.08	5.0	0.38	0	0.00	0.00	0.38	-0.76	-0.19	-0.95
<b>Totals</b>							<b>13.67</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>13.67</b>	<b>-15.27</b>	<b>-2.51</b>	<b>-17.77</b>
2020	Jan-20	0	No	Yes	0.08	3.0	0.24	0	0.00	0.00	0.24	-0.62	-0.19	-0.82
	Feb-20	0	No	Yes	0.10	3.0	0.30	0	0.00	0.00	0.30	-0.59	-0.19	-0.78
	Mar-20	0	No	Yes	0.12	3.0	0.37	0	0.00	0.00	0.37	-0.61	-0.19	-0.80
	Apr-20	0	No	Yes	0.23	3.0	0.69	0	0.00	0.00	0.69	-0.77	-0.18	-0.96
	May-20	0	No	Yes	0.28	3.0	0.84	0	0.00	0.00	0.84	-0.92	-0.18	-1.10
	Jun-20	0	No	Yes	0.41	3.0	1.24	0	0.00	0.00	1.24	-1.16	-0.18	-1.34
	Jul-20	0	No	Yes	0.45	3.0	1.34	0	0.00	0.00	1.34	-1.32	-0.18	-1.50
	Aug-20	0	No	Yes	0.39	3.0	1.18	0	0.00	0.00	1.18	-1.29	-0.18	-1.47
	Sep-20	0	No	Yes	0.30	3.0	0.90	0	0.00	0.00	0.90	-1.13	-0.18	-1.31
	Oct-20	0	No	Yes	0.20	3.0	0.60	0	0.00	0.00	0.60	-0.92	-0.18	-1.10
	Nov-20	0	No	Yes	0.09	3.0	0.27	0	0.00	0.00	0.27	-0.67	-0.18	-0.85
	Dec-20	0	No	Yes	0.08	3.0	0.23	0	0.00	0.00	0.23	-0.55	-0.18	-0.73
<b>Totals</b>							<b>8.20</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>8.20</b>	<b>-10.55</b>	<b>-2.19</b>	<b>-12.75</b>

Aggregate Industries - WCR, Inc.  
Summary of Replacement Sources  
South Platte Mainstem

(all values in ac-ft)						0.371 shares				0.667 shares							
						Fulton Ditch				Brighton Ditch - Haake Farm				Brighton Ditch - Wattenberg Farm			
						Dry-year delivery = 336.13				Haake Farm 2003 delivery = 44.16				Wattenberg Farm 2003 delivery = 79.35			
		1998	1999	Thomson		Surface RF	Subsurface RF			Haake Farm	Haake Farm	Haake Farm	Haake Farm	Wattenberg	Wattenberg	Farm	Wattenberg
	Month	Westminster	Westminster	Effluent	Centennial	Deliveries	Factors	Factors	RF Obligations	Deliveries	Surface RF	Subsurface RF	RF Obligations	Deliveries	Farm	Surface	Farm
		Lease	Lease								Factors	Factors			RF Factors	Subsurface RF	Factors

# Aggregate Industries - WCR, Inc.

Summary of Replacement Sources

St. Vrain Creek

		Smith & Emmons Ditch					Longmont WWTP (ac-ft)	Godding, Dailey & Plumb Ditch (ac-ft)	Heaton Reservoir (ac-ft)
	Month	Leggett-Owens (ac-ft)	Deliveries (ac-ft)	Surface RF Factor	Subsurface RF Factor	Total Return Flow Obligations (ac-ft)			
2018	Jan-18		0.00	0%	-0.71%	0.00			
	Feb-18		0.00	0%	-0.61%	0.00			
	Mar-18		0.00	-50.00%	-0.56%	0.00			
	Apr-18		0.00	-22.50%	-0.63%	0.00			2
	May-18		0.00	-36.15%	-2.70%	0.00			2
	Jun-18		0.00	-30.32%	-4.73%	0.00			2
	Jul-18		0.00	-30.98%	-6.99%	0.00			2
	Aug-18		0.00	-22.50%	-5.64%	0.00			2
	Sep-18		0.00	-22.50%	-3.19%	0.00			2
	Oct-18		0.00	-22.50%	-1.79%	0.00			2
	Nov-18		0.00	0%	-1.14%	0.00			
	Dec-18		0.00	0%	-0.87%	0.00			
Totals		0.00	0.00			0.00	0.00	0.00	14.00
2019	Jan-19		0.00	0%	-0.71%	0.00			
	Feb-19		0.00	0%	-0.61%	0.00			
	Mar-19		0.00	-50.00%	-0.56%	0.00			
	Apr-19		0.00	-22.50%	-0.63%	0.00			2
	May-19		0.00	-36.15%	-2.70%	0.00			2
	Jun-19		0.00	-30.32%	-4.73%	0.00			2
	Jul-19		0.00	-30.98%	-6.99%	0.00			2
	Aug-19		0.00	-22.50%	-5.64%	0.00			2
	Sep-19		0.00	-22.50%	-3.19%	0.00			2
	Oct-19		0.00	-22.50%	-1.79%	0.00			2
	Nov-19		0.00	0%	-1.14%	0.00			
	Dec-19		0.00	0%	-0.87%	0.00			
Totals		0.00	0.00			0.00	0.00	0.00	14.00
2020	Jan-20		0.00	0%	-0.71%	0.00			
	Feb-20		0.00	0%	-0.61%	0.00			
	Mar-20		0.00	-50.00%	-0.56%	0.00			
	Apr-20		0.00	-22.50%	-0.63%	0.00			1.9
	May-20		0.00	-36.15%	-2.70%	0.00			2.1
	Jun-20		0.00	-30.32%	-4.73%	0.00			2.6
	Jul-20		0.00	-30.98%	-6.99%	0.00			3.2
	Aug-20		0.00	-22.50%	-5.64%	0.00			3.6
	Sep-20		0.00	-22.50%	-3.19%	0.00			3.8
	Oct-20		0.00	-22.50%	-1.79%	0.00			3.8
	Nov-20		0.00	0%	-1.14%	0.00			
	Dec-20		0.00	0%	-0.87%	0.00			
Totals		0.00	0.00			0.00	0.00	0.00	21.00



2010	Month	C&I	Auto/Trucks	Landfill	Joint Colloids P&G	GDC/Star Resin	Other Royalty/Block	Whitney Ditch - WM Farm - 5 shares (Zone 1 (1-10% of WM Farm or 7.7 shares))				Whitney Ditch - Our Farm #1 - 6 shares (Zone 2 (1-10% of WM Farm or 1.3 shares))				Whitney Ditch - Our Farm #2 - 2.5 shares (Zone 2 (1-10% of WM Farm or 1.3 shares))				Boyd & Freeman Ditch (Whitney Farm #2 - 99.5)				L&C			
								Subsidiary R2	Subsidiary R1	Debt/Equity	Debt/Equity	Subsidiary R2	Subsidiary R1	Debt/Equity	Debt/Equity	Subsidiary R2	Subsidiary R1	Debt/Equity	Debt/Equity	Subsidiary R2	Subsidiary R1	Debt/Equity	Debt/Equity	Subsidiary R2	Subsidiary R1	Debt/Equity	Debt/Equity
								Debt/Equity	Debt/Equity			Debt/Equity	Debt/Equity			Debt/Equity	Debt/Equity			Debt/Equity	Debt/Equity			Debt/Equity	Debt/Equity		
	Jan-10							0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	-0.35	-0.35	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.35	-0.35
	Feb-10							0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	-0.35	-0.35	0.00	0.00%	-1.25%	0.00	0.00	0.00%	-1.25%	-0.35	-0.35
	Mar-10							0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	-0.35	-0.35	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.35	-0.35
	Apr-10							2.41	-2.50%	-1.62	0.00	-2.50%	-1.62	0.00	-2.50%	-1.62	-1.62	-1.62	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-1.62	-1.62
	May-10							0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	0.00	-0.5%	-0.35	-0.35	-0.35	0.00	0.00%	-0.34%	0.00	0.00	0.00%	-0.34%	-0.35	-0.35
	Jun-10							7.00	-5.57	-43.00%	-2.44	10.99	-41.10%	-4.52	3.76	-39.99%	-4.52	-4.52	0.00	0.00%	-1.50%	0.00	0.00	0.00%	-1.50%	-4.52	-4.52
	Jul-10							5.00	5.11	-41.20%	-2.10	10.00	-47.50%	-3.78	3.45	-34.00%	-4.15	-4.15	0.00	0.00%	-2.00%	0.00	0.00	0.00%	-2.00%	-2.10	-2.10
	Aug-10							3.00	6.12	-45.50%	-3.11	13.47	-42.10%	-5.03	4.01	-37.50%	-4.72	-4.72	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-3.11	-3.11
	Sep-10							3.50	8.12	-55.00%	-4.50	16.62	-54.00%	-6.65	5.49	-48.10%	-6.65	-6.65	0.00	0.00%	-7.90%	-0.00%	0.00	0.00	-7.90%	-4.50	-4.50
	Oct-10							2.50	3.05	-47.00%	-1.60%	-2.57	6.02	-47.00%	-2.10%	-5.70	2.06	-47.00%	-2.10%	-1.67	0.00	0.00%	-1.14%	0.00	0.00	-1.67	-1.67
	Nov-10							0.00	-0.5%	-0.35	-0.65	0.00	-1.50%	-1.57	0.00	-1.50%	-1.57	-1.57	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-1.57	-1.57
	Dec-10							0.00	-0.5%	-0.35	-0.42	0.00	-1.00%	-1.34	0.00	-1.00%	-1.34	-1.34	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-1.34	-1.34
Total		0.00	0.00	0.00	0.00	0.00	39.50	33.73	-19.64	-66.53	-66.53	-19.64	-66.53	-66.53	-19.64	-66.53	-66.53	-19.64	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-66.53	-66.53
2010	Jan-10							0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	-0.17	-0.17	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.17	-0.17
	Feb-10							0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	-0.17	-0.17	0.00	0.00%	-1.25%	0.00	0.00	0.00%	-1.25%	-0.17	-0.17
	Mar-10							0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	0.00	-0.5%	-0.17	-0.17	-0.17	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.17	-0.17
	Apr-10							4.21	1.39	-66.00%	-0.91	2.15	-71.70%	-1.59	0.67	-49.40%	-0.60	-0.60	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-0.91	-0.91
	May-10							11.10	15.83	-64.60%	-0.24	17.60	-54.20%	-8.57	5.34	-55.90%	-8.57	-8.57	0.00	0.00%	-6.54%	-0.00%	0.00	0.00	-6.54%	-0.24	-0.24
	Jun-10							10.07	5.73	-49.10%	-2.32	8.94	-41.10%	-3.67	2.80	-39.99%	-3.67	-3.67	0.00	0.00%	-1.73%	0.00	0.00	0.00%	-1.73%	-2.32	-2.32
	Jul-10							16.09	0.62	-41.20%	-2.73	10.23	-57.50%	-3.84	3.21	-24.00%	-4.14	-4.14	0.00	0.00%	-2.00%	-0.00%	0.00	0.00	-2.00%	-2.73	-2.73
	Aug-10							10.09	11.00	-45.00%	-3.57	18.24	-40.50%	-5.63	3.72	-37.50%	-5.63	-5.63	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-3.57	-3.57
	Sep-10							20.00	12.39	-55.90%	-0.86	19.14	-54.90%	-6.53	6.00	-48.10%	-6.53	-6.53	0.00	0.00%	-7.90%	-0.00%	0.00	0.00	-7.90%	-0.86	-0.86
	Oct-10							0.00	1.20	-47.00%	-1.60%	-1.57	1.71	-47.00%	-2.10%	-2.55	0.54	-47.00%	-2.10%	-0.78	0.00	0.00%	-1.14%	0.00	0.00	-0.78	-0.78
	Nov-10							0.00	-0.5%	-0.17	-0.48	0.00	-1.50%	-1.57	0.00	-1.50%	-1.57	-1.57	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-0.48	-0.48
	Dec-10							0.00	-0.5%	-0.17	-0.33	0.00	-1.00%	-1.34	0.00	-1.00%	-1.34	-1.34	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-0.33	-0.33
Total		0.00	0.00	0.00	0.00	0.00	60.50	59.43	-27.17	-76.66	-76.66	-27.17	-76.66	-76.66	-27.17	-76.66	-76.66	-27.17	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-76.66	-76.66
2010	Jan-10							0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	-0.25	-0.25	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.25	-0.25
	Feb-10							0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	-0.25	-0.25	0.00	0.00%	-1.25%	0.00	0.00	0.00%	-1.25%	-0.25	-0.25
	Mar-10							0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	0.00	-0.5%	-0.25	-0.25	-0.25	0.00	0.00%	-1.00%	0.00	0.00	0.00%	-1.00%	-0.25	-0.25
	Apr-10							4.66	3.12	-63.90%	-0.05	4.82	-73.70%	-3.55	1.31	-49.99%	-4.35	-4.35	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-0.05	-0.05
	May-10							11.00	16.14	-64.90%	-0.01	24.94	-54.20%	-13.57	6.62	-55.90%	-13.57	-13.57	0.00	0.00%	-6.54%	-0.00%	0.00	0.00	-6.54%	-0.01	-0.01
	Jun-10							9.93	20.60	-41.10%	-0.02	31.84	-41.10%	-3.06	9.66	-39.99%	-3.06	-3.06	0.00	0.00%	-1.73%	0.00	0.00	0.00%	-1.73%	-0.02	-0.02
	Jul-10							16.30	28.18	-41.20%	-0.14	18.44	-57.50%	-5.13	13.66	-34.00%	-6.13	-6.13	0.00	0.00%	-2.00%	-0.00%	0.00	0.00	-2.00%	-0.14	-0.14
	Aug-10							16.54	23.07	-41.00%	-0.13	34.68	-40.50%	-6.28	12.11	-37.50%	-6.28	-6.28	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-0.13	-0.13
	Sep-10							6.00	18.44	-67.90%	-0.14	25.44	-54.90%	-7.72	7.67	-48.10%	-7.72	-7.72	0.00	0.00%	-7.90%	-0.00%	0.00	0.00	-7.90%	-0.14	-0.14
	Oct-10							3.00	0.75	-47.00%	-1.60%	-2.13	1.17	-47.00%	-2.10%	-4.43	0.77	-47.00%	-2.10%	-4.25	0.00	0.00%	-1.14%	0.00	0.00	-4.25	-4.25
	Nov-10							0.00	-0.5%	-0.25	-0.94	0.00	-1.50%	-1.57	0.00	-1.50%	-1.57	-1.57	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-0.94	-0.94
	Dec-10							0.00	-0.5%	-0.25	-0.62	0.00	-1.00%	-1.34	0.00	-1.00%	-1.34	-1.34	0.00	0.00%	-2.50%	-0.00%	0.00	0.00	-2.50%	-0.62	-0.62
Total		0.00	0.00	0.00	0.00	0.00	60.50	110.24	-19.24	-176.37	-176.37	-19.24	-176.37	-176.37	-19.24	-176.37	-176.37	-19.24	0.00	0.00%	-2.50%	0.00	0.00	0.00%	-2.50%	-176.37	-176.37

Aggregate Industries, Inc.

Site: F-Street Pit (WDID 0303015)

Cache La Poudre River Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Change in Rate (Yes/No)	Does Dewatering impact the River (Yes/No)	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Exposed Surface Area (ac)	On-site Aggregate Production (tons)	Water Retained in Product (ac-ft)	Water for Dust control (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Total Lagged Depletions (ac-ft)	Lagged Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-18	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-18	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-18	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-18	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-18	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-18	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-18	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-18	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-18	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-18	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-18	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-5.65	0.00	-5.65
Totals							71.79	0	0.00	0.00	71.79	-71.79	0.00	-71.79
2019	Jan-19	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-19	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-19	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-19	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-19	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-19	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-19	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-19	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-19	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-19	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-19	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-19	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-5.65	0.00	-5.65
Totals							71.79	0	0.00	0.00	71.79	-71.79	0.00	-71.79
2020	Jan-20	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-20	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-20	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-20	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-20	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-20	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-20	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-20	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-20	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-20	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-20	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-20	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-5.65	0.00	-5.65
Totals							71.79	0	0.00	0.00	71.79	-71.79	0.00	-71.79



**Aggregate Industries, Inc.**  
**Site: Distel Pit (WDID 0503000)**  
 (aka Longmont East)

**Saint Vrain Creek Basin Accounting**

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Water Used For Dust Control (acre-feet)	Water Used for Concrete Batching (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.07	-0.01	-0.08
	Feb-18	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.07	-0.01	-0.08
	Mar-18	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.08	-0.01	-0.09
	Apr-18	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.09	-0.01	-0.10
	May-18	0	0.00	Yes	0.25	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.12	-0.01	-0.13
	Jun-18	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.17	-0.01	-0.18
	Jul-18	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.20	-0.01	-0.20
	Aug-18	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.21	-0.01	-0.21
	Sep-18	0	0.00	Yes	0.26	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.21	-0.01	-0.22
	Oct-18	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.18	-0.01	-0.18
	Nov-18	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.12	-0.01	-0.12
	Dec-18	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.08	-0.01	-0.08
<b>Totals</b>			<b>0.00</b>				<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>1.54</b>	<b>0.00</b>	<b>1.54</b>	<b>-1.59</b>	<b>-0.09</b>	<b>-1.68</b>
2019	Jan-19	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.06	0.00	-0.07
	Feb-19	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.07	0.00	-0.07
	Mar-19	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.08	0.00	-0.09
	Apr-19	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.09	0.00	-0.09
	May-19	0	0.00	Yes	0.25	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.12	0.00	-0.12
	Jun-19	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.17	0.00	-0.17
	Jul-19	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.20	0.00	-0.20
	Aug-19	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.20	0.00	-0.21
	Sep-19	0	0.00	Yes	0.26	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.21	0.00	-0.21
	Oct-19	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.18	0.00	-0.18
	Nov-19	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.11	0.00	-0.12
	Dec-19	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.08	0.00	-0.08
<b>Totals</b>			<b>0.00</b>				<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>1.54</b>	<b>0.00</b>	<b>1.54</b>	<b>-1.56</b>	<b>-0.04</b>	<b>-1.59</b>
2020	Jan-20	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.06	0.00	-0.06
	Feb-20	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.07	0.00	-0.07
	Mar-20	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.08	0.00	-0.08
	Apr-20	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.08	0.00	0.08	-0.09	0.00	-0.09
	May-20	0	0.00	Yes	0.25	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.12	0.00	-0.12
	Jun-20	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.17	0.00	-0.17
	Jul-20	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.19	0.00	-0.20
	Aug-20	0	0.00	Yes	0.38	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.20	0.00	-0.20
	Sep-20	0	0.00	Yes	0.26	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.21	0.00	-0.21
	Oct-20	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.18	0.00	-0.18
	Nov-20	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.11	0.00	-0.11
	Dec-20	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.03	0.00	0.03	-0.08	0.00	-0.08
<b>Totals</b>			<b>0.00</b>				<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>1.54</b>	<b>0.00</b>	<b>1.54</b>	<b>-1.55</b>	<b>-0.01</b>	<b>-1.56</b>



Aggregate Industries, Inc.  
Site: Tull Pit (WDID 0603001)

Saint Vrain Creek Basin Accounting ek Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Water Used For Dust Control (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	8	1.02	No	0.08	1.0	0.08	54,691	1.61	0.04	1.72	-1.21	-9.09	-1.21
	Feb-18	85	11.44	No	0.09	1.0	0.09	36,577	1.08	0.05	1.22	-1.22	-8.86	-1.22
	Mar-18	128	17.16	No	0.13	1.0	0.13	69,205	2.04	0.07	2.23	-1.22	-8.62	-1.22
	Apr-18	59	7.88	No	0.20	1.0	0.20	92,638	2.73	0.10	3.03	-1.23	-8.58	-1.23
	May-18	100	13.39	No	0.26	1.0	0.26	122,746	3.61	0.12	3.99	-1.25	-8.72	-1.25
	Jun-18	94	12.69	No	0.38	1.0	0.38	52,966	1.56	0.12	2.05	-1.31	-8.85	-1.31
	Jul-18	136	18.35	No	0.44	1.0	0.44	50,669	1.49	0.12	2.05	-1.38	-8.99	-1.38
	Aug-18	137	18.41	No	0.38	1.0	0.38	52,077	1.53	0.12	2.03	-1.44	-9.19	-1.44
	Sep-18	109	14.62	No	0.26	1.0	0.26	45,261	1.33	0.12	1.71	-1.47	-9.47	-1.47
	Oct-18	89	11.98	No	0.18	1.0	0.18	53,483	1.57	0.07	1.82	-1.48	-9.80	-1.48
	Nov-18	71	9.49	No	0.10	1.0	0.10	39,989	1.18	0.07	1.34	-1.49	-10.04	-1.49
	Dec-18	41	5.55	No	0.08	1.0	0.08	51,595	1.52	0.04	1.63	-1.49	-10.16	-1.49
<b>Totals</b>							<b>2.58</b>	<b>721,897</b>	<b>21.25</b>	<b>0.99</b>	<b>24.82</b>	<b>-16.19</b>	<b>-110.37</b>	<b>-16.19</b>
2019	Jan-19	1	0.07	No	0.08	1.0	0.08	35,655	1.05	0.04	1.16	-1.48	-10.14	-1.48
	Feb-19	0	0.06	No	0.09	1.0	0.09	30,853	0.91	0.05	1.05	-1.48	-9.96	-1.48
	Mar-19	1	0.07	No	0.13	1.0	0.13	46,069	1.36	0.07	1.55	-1.46	-9.62	-1.46
	Apr-19	1	0.11	No	0.20	1.0	0.20	60,975	1.79	0.10	2.09	-1.44	-9.20	-1.44
	May-19	1	0.07	No	0.26	1.0	0.26	62,647	1.84	0.12	2.22	-1.44	-8.79	-1.44
	Jun-19	1	0.10	No	0.38	1.0	0.38	40,397	1.19	0.12	1.68	-1.45	-8.40	-1.45
	Jul-19	1	0.15	No	0.44	1.0	0.44	49,911	1.47	0.12	2.02	-1.47	-8.04	-1.47
	Aug-19	1	0.09	No	0.38	1.0	0.38	73,639	2.17	0.12	2.66	-1.49	-7.72	-1.49
	Sep-19	1	0.09	No	0.26	1.0	0.26	61,026	1.80	0.12	2.17	-1.51	-7.42	-1.51
	Oct-19	1	0.08	No	0.18	1.0	0.18	61,183	1.80	0.07	2.05	-1.54	-7.15	-1.54
	Nov-19	0	0.00	No	0.10	1.0	0.10	54,779	1.61	0.07	1.78	-1.57	-6.91	-1.57
	Dec-19	0	0.00	No	0.08	1.0	0.08	42,780	1.26	0.04	1.37	-1.58	-6.67	-1.58
<b>Totals</b>							<b>2.58</b>	<b>619,904</b>	<b>18.24</b>	<b>0.99</b>	<b>21.81</b>	<b>-17.89</b>	<b>-100.02</b>	<b>-17.89</b>
2020	Jan-20	0	0.00	No	0.08	2.0	0.16	41,522	1.22	0.04	1.42	-1.59	-6.46	-1.59
	Feb-20	0	0.00	No	0.09	2.0	0.18	43,252	1.27	0.05	1.50	-1.59	-6.25	-1.59
	Mar-20	0	0.00	No	0.13	2.0	0.26	47,578	1.40	0.07	1.73	-1.58	-6.05	-1.58
	Apr-20	0	0.00	No	0.20	2.0	0.40	58,823	1.73	0.10	2.23	-1.57	-5.87	-1.57
	May-20	0	0.00	No	0.26	2.0	0.52	60,553	1.78	0.12	2.42	-1.57	-5.69	-1.57
	Jun-20	0	0.00	No	0.38	2.0	0.76	63,148	1.86	0.12	2.73	-1.58	-5.51	-1.58
	Jul-20	0	0.00	No	0.44	2.0	0.88	60,553	1.78	0.12	2.78	-1.61	-5.35	-1.61
	Aug-20	0	0.00	No	0.38	2.0	0.76	63,148	1.86	0.12	2.73	-1.65	-5.19	-1.65
	Sep-20	0	0.00	No	0.26	2.0	0.52	58,823	1.73	0.12	2.37	-1.69	-5.04	-1.69
	Oct-20	0	0.00	No	0.18	2.0	0.36	56,228	1.65	0.07	2.08	-1.73	-4.89	-1.73
	Nov-20	0	0.00	No	0.10	2.0	0.20	47,578	1.40	0.07	1.67	-1.76	-4.75	-1.76
	Dec-20	0	0.00	No	0.08	2.0	0.16	39,792	1.17	0.04	1.37	-1.77	-4.62	-1.77
<b>Totals</b>							<b>5.16</b>	<b>641,000</b>	<b>18.87</b>	<b>0.99</b>	<b>25.02</b>	<b>-19.70</b>	<b>-65.67</b>	<b>-19.70</b>

Aggregate Industries, Inc.

Site: Irwin-Thomas Pit (WDID 0505626)

Saint Vrain Creek Basin Accounting sk Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Water Used For Dust Control (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2020	Jan-20	0	0.00	No	0.08	2.5	0.20	0	0.00	0.00	0.20	-0.01	0.00	-0.01
	Feb-20	0	0.00	No	0.09	2.5	0.23	0	0.00	0.00	0.23	-0.06	0.00	-0.06
	Mar-20	0	0.00	No	0.13	2.5	0.33	0	0.00	0.00	0.33	-0.09	0.00	-0.09
	Apr-20	0	0.00	No	0.20	2.5	0.50	0	0.00	0.10	0.60	-0.15	0.00	-0.15
	May-20	0	0.00	No	0.25	2.5	0.63	0	0.00	0.12	0.74	-0.24	0.00	-0.24
	Jun-20	0	0.00	No	0.38	2.5	0.95	14,286	0.42	0.12	1.49	-0.37	0.00	-0.37
	Jul-20	0	0.00	No	0.44	2.5	1.10	14,286	0.42	0.12	1.64	-0.59	0.00	-0.59
	Aug-20	0	0.00	No	0.38	2.5	0.95	14,286	0.42	0.12	1.49	-0.74	0.00	-0.74
	Sep-20	0	0.00	No	0.26	2.5	0.65	14,286	0.42	0.12	1.19	-0.79	0.00	-0.79
	Oct-20	0	0.00	No	0.18	2.5	0.45	14,286	0.42	0.07	0.94	-0.77	0.00	-0.77
	Nov-20	0	0.00	No	0.10	2.5	0.25	14,286	0.42	0.07	0.74	-0.72	0.00	-0.72
	Dec-20	0	0.00	No	0.08	2.5	0.20	14,286	0.42	0.04	0.66	-0.66	0.00	-0.66
Totals							6.43	100,000	2.94	0.84	10.21	-5.20	0.00	-5.20



Aggregate Industries, Inc.  
 Site: Fredstrom Pit (WDID 0505629)

Saint Vrain Creek Basin Accounting sk Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Water Used For Dust Control (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2020	Jan-20	0	0.00	No	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.01	0.00	-0.01
	Feb-20	0	0.00	No	0.09	1.0	0.09	0	0.00	0.00	0.09	-0.03	0.00	-0.03
	Mar-20	0	0.00	No	0.13	1.0	0.13	0	0.00	0.00	0.13	-0.05	0.00	-0.05
	Apr-20	0	0.00	No	0.20	1.0	0.20	0	0.00	0.10	0.30	-0.10	0.00	-0.10
	May-20	0	0.00	No	0.25	1.0	0.25	0	0.00	0.12	0.37	-0.16	0.00	-0.16
	Jun-20	0	0.00	No	0.38	1.0	0.38	40,000	1.18	0.12	1.67	-0.41	0.00	-0.41
	Jul-20	0	0.00	No	0.44	1.0	0.44	40,000	1.18	0.12	1.73	-0.77	0.00	-0.77
	Aug-20	0	0.00	No	0.38	1.0	0.38	40,000	1.18	0.12	1.67	-0.95	0.00	-0.95
	Sep-20	0	0.00	No	0.26	1.0	0.26	40,000	1.18	0.12	1.55	-1.02	0.00	-1.02
	Oct-20	0	0.00	No	0.18	1.0	0.18	40,000	1.18	0.07	1.42	-1.03	0.00	-1.03
	Nov-20	0	0.00	No	0.10	1.0	0.10	40,000	1.18	0.07	1.34	-1.02	0.00	-1.02
	Dec-20	0	0.00	No	0.08	1.0	0.08	40,000	1.18	0.04	1.29	-1.01	0.00	-1.01
Totals							2.57	280,000	8.24	0.84	11.65	-6.57	0.00	-6.57

Aggregate Industries, Inc.

Site: Jeronimus Pit (WDID 0203029)

South Platte River Basin Accounting

Year	Month	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Dust Control (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)
2018	Jan-18	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.90
	Feb-18	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.87
	Mar-18	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.90
	Apr-18	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.03
	May-18	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.24
	Jun-18	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.57
	Jul-18	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.84
	Aug-18	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.93
	Sep-18	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.82
	Oct-18	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.57
	Nov-18	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.25
	Dec-18	0.08	5.6	0.44	0	0.00	0.00	0.44	-1.00
<b>Totals</b>				<b>15.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>15.00</b>	<b>-15.91</b>
2019	Jan-19	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.89
	Feb-19	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.86
	Mar-19	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.89
	Apr-19	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.02
	May-19	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.24
	Jun-19	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.56
	Jul-19	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.83
	Aug-19	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.92
	Sep-19	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.81
	Oct-19	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.56
	Nov-19	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.24
	Dec-19	0.08	5.6	0.44	0	0.00	0.00	0.44	-0.99
<b>Totals</b>				<b>15.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>15.00</b>	<b>-15.81</b>
2020	Jan-20	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.89
	Feb-20	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.85
	Mar-20	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.88
	Apr-20	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.01
	May-20	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.23
	Jun-20	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.55
	Jul-20	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.83
	Aug-20	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.91
	Sep-20	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.80
	Oct-20	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.55
	Nov-20	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.23
	Dec-20	0.08	5.6	0.44	0	0.00	0.00	0.44	-0.99
<b>Totals</b>				<b>15.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>15.00</b>	<b>-15.72</b>



Aggregate Industries, Inc.

Site: Hazeltine Pit (WDID 0203030)

(aka Thornton)

South Platte River Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Evaporative Losses (ac-ft)	On-site Aggregate Production (tons)	Water Retained in Product (ac-ft)	Water Used for Dust Control (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Lagged Depletion (ft)	Lagged Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.36	-7.14	-7.50
	Feb-18	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.32	-6.99	-7.31
	Mar-18	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.30	-6.84	-7.14
	Apr-18	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.29	-6.70	-6.98
	May-18	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.28	-6.57	-6.85
	Jun-18	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.27	-6.43	-6.70
	Jul-18	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.26	-6.27	-6.53
	Aug-18	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.25	-6.14	-6.39
	Sep-18	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.24	-6.03	-6.28
	Oct-18	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.24	-5.94	-6.18
	Nov-18	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.23	-5.84	-6.07
	Dec-18	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.23	-5.74	-5.97
Totals							0.00	0	0.00	0.00	0.00	-3.26	-76.63	-79.89
2019	Jan-19	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.22	-5.65	-5.87
	Feb-19	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.22	-5.57	-5.79
	Mar-19	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.21	-5.48	-5.69
	Apr-19	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.21	-5.39	-5.60
	May-19	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.20	-5.32	-5.53
	Jun-19	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.20	-5.25	-5.44
	Jul-19	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.19	-5.17	-5.36
	Aug-19	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.19	-5.09	-5.28
	Sep-19	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.19	-5.03	-5.22
	Oct-19	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.18	-4.97	-5.16
	Nov-19	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.18	-4.92	-5.10
	Dec-19	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.18	-4.87	-5.05
Totals							0.00	0	0.00	0.00	0.00	-2.37	-62.72	-65.09
2020	Jan-20	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.18	-4.81	-4.99
	Feb-20	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.17	-4.74	-4.91
	Mar-20	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.17	-4.67	-4.84
	Apr-20	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.17	-4.61	-4.78
	May-20	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.17	-4.56	-4.72
	Jun-20	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.16	-4.51	-4.67
	Jul-20	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.16	-4.46	-4.62
	Aug-20	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.16	-4.42	-4.58
	Sep-20	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.16	-4.37	-4.53
	Oct-20	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.32	-4.48
	Nov-20	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.27	-4.42
	Dec-20	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.22	-4.38
Totals							0.00	0	0.00	0.00	0.00	-1.96	-53.96	-55.91



Aggregate Industries, Inc.

Site: Tucson South Pit (WDID 0203032)

South Platte River Basin Accounting

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Evaporative Losses (ac-ft)	On-site Aggregate Production (tons)	Water Retained in Product (ac-ft)	Dust Control (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Lagged Depletion (ac-ft)	Lagged Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	0	0.00	Yes	0.08	2.0	0.16	0	0.00	0.00	0.16	-0.33	0.00	-0.33
	Feb-18	0	0.00	Yes	0.10	2.0	0.20	0	0.00	0.00	0.20	-0.31	0.00	-0.31
	Mar-18	0	0.00	Yes	0.12	2.0	0.25	0	0.00	0.00	0.25	-0.30	0.00	-0.30
	Apr-18	0	0.00	Yes	0.23	2.0	0.46	0	0.00	0.00	0.46	-0.34	0.00	-0.34
	May-18	0	0.00	Yes	0.28	2.0	0.56	0	0.00	0.00	0.56	-0.41	0.00	-0.41
	Jun-18	0	0.00	Yes	0.41	2.0	0.82	0	0.00	0.00	0.82	-0.50	0.00	-0.50
	Jul-18	0	0.00	Yes	0.45	2.0	0.89	0	0.00	0.00	0.89	-0.61	0.00	-0.61
	Aug-18	0	0.00	Yes	0.39	2.0	0.79	0	0.00	0.00	0.79	-0.65	0.00	-0.65
	Sep-18	0	0.00	Yes	0.30	2.0	0.60	0	0.00	0.00	0.60	-0.63	0.00	-0.63
	Oct-18	0	0.00	Yes	0.20	2.0	0.40	0	0.00	0.00	0.40	-0.56	0.00	-0.56
	Nov-18	0	0.00	Yes	0.09	2.0	0.18	0	0.00	0.00	0.18	-0.46	0.00	-0.46
	Dec-18	0	0.00	Yes	0.08	2.0	0.15	0	0.00	0.00	0.15	-0.37	0.00	-0.37
Totals							5.47	0	0.00	0.00	5.47	-5.47	0.00	-5.47
2019	Jan-19	0	0.00	Yes	0.08	2.0	0.16	0	0.00	0.00	0.16	-0.33	0.00	-0.33
	Feb-19	0	0.00	Yes	0.10	2.0	0.20	0	0.00	0.00	0.20	-0.31	0.00	-0.31
	Mar-19	0	0.00	Yes	0.12	2.0	0.25	0	0.00	0.00	0.25	-0.30	0.00	-0.30
	Apr-19	0	0.00	Yes	0.23	2.0	0.46	0	0.00	0.00	0.46	-0.34	0.00	-0.34
	May-19	0	0.00	Yes	0.28	2.0	0.56	0	0.00	0.00	0.56	-0.41	0.00	-0.41
	Jun-19	0	0.00	Yes	0.41	10.0	4.12	0	0.00	0.00	4.12	-1.10	0.00	-1.10
	Jul-19	0	0.00	Yes	0.45	10.0	4.47	0	0.00	0.23	4.70	-2.18	0.00	-2.18
	Aug-19	0	0.00	Yes	0.39	10.0	3.95	0	0.00	0.23	4.18	-2.67	0.00	-2.67
	Sep-19	0	0.00	Yes	0.30	10.0	2.99	0	0.00	0.23	3.22	-2.71	0.00	-2.71
	Oct-19	0	0.00	Yes	0.20	10.0	2.00	0	0.00	0.13	2.13	-2.46	0.00	-2.46
	Nov-19	0	0.00	Yes	0.09	10.0	0.89	0	0.00	0.13	1.02	-2.03	0.00	-2.03
	Dec-19	0	0.00	Yes	0.08	10.0	0.75	0	0.00	0.07	0.82	-1.64	0.00	-1.64
Totals							20.81	0	0.00	1.02	21.83	-16.48	0.00	-16.48
2020	Jan-20	0	0.00	Yes	0.08	10.0	0.80	0	0.00	0.04	0.83	-1.45	0.00	-1.45
	Feb-20	0	0.00	Yes	0.10	10.0	1.02	0	0.00	0.05	1.07	-1.38	0.00	-1.38
	Mar-20	0	0.00	Yes	0.12	10.0	1.24	0	0.00	0.07	1.30	-1.40	0.00	-1.40
	Apr-20	0	0.00	Yes	0.23	10.0	2.32	0	0.00	0.10	2.42	-1.62	0.00	-1.62
	May-20	0	0.00	Yes	0.28	10.0	2.81	60,000	1.77	0.12	4.69	-2.32	0.00	-2.32
	Jun-20	0	0.00	Yes	0.41	10.0	4.12	60,000	1.77	0.12	6.00	-3.28	0.00	-3.28
	Jul-20	0	0.00	Yes	0.45	10.0	4.47	60,000	1.77	0.12	6.35	-4.04	0.00	-4.04
	Aug-20	0	0.00	Yes	0.39	10.0	3.95	60,000	1.77	0.12	5.83	-4.42	0.00	-4.42
	Sep-20	0	0.00	Yes	0.30	10.0	2.99	60,000	1.77	0.12	4.88	-4.42	0.00	-4.42
	Oct-20	0	0.00	Yes	0.20	10.0	2.00	60,000	1.77	0.07	3.83	-4.17	0.00	-4.17
	Nov-20	0	0.00	Yes	0.09	10.0	0.89	60,000	1.77	0.07	2.72	-3.74	0.00	-3.74
	Dec-20	0	0.00	Yes	0.08	10.0	0.75	60,000	1.77	0.04	2.56	-3.36	0.00	-3.36
Totals							27.35	480,000	14.13	0.99	42.46	-35.60	0.00	-35.60

**Aggregate Industries, Inc.**  
**Site: WW Farms Pit (WDID 0303014)**  
 (aka Greeley West)

**Cache La Poudre River Basin Accounting**

Year	Month	Average Dewatering Rate (gpm)	Pumped for Dewatering (ac-ft)	Does Dewatering impact the River (Yes/No)	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Exposed Surface Area (ac)	On-site Aggregate Production (tons)	Water Retained in Product (ac-ft)	Dust Control (ac-ft)	Concrete Batching (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Total Lagged Depletions (ac-ft)	Lagged <b>Dewatering</b> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2018	Jan-18	41	5.52	No	0.08	36.0	2.88	0	0.00	0.04	0.00	2.92	-4.51	-9.47	-4.51
	Feb-18	30	3.99	No	0.11	36.0	3.96	0	0.00	0.05	0.00	4.01	-4.81	-8.94	-4.81
	Mar-18	3	0.45	No	0.14	36.0	5.04	0	0.00	0.07	0.00	5.11	-5.46	-6.59	-5.46
	Apr-18	6	0.77	No	0.23	36.0	8.28	0	0.00	0.10	0.00	8.38	-7.30	-5.57	-7.30
	May-18	5	0.61	No	0.29	36.0	10.44	0	0.00	0.12	0.00	10.56	-9.17	-5.04	-9.17
	Jun-18	9	1.22	No	0.41	36.0	14.76	0	0.00	0.12	0.00	14.88	-12.01	-4.92	-12.01
	Jul-18	23	3.07	No	0.45	36.0	16.20	0	0.00	0.12	0.00	16.32	-13.95	-5.64	-13.95
	Aug-18	23	3.08	No	0.41	36.0	14.76	0	0.00	0.12	0.00	14.88	-13.94	-5.86	-13.94
	Sep-18	51	6.80	No	0.29	36.0	10.44	0	0.00	0.12	0.00	10.56	-11.73	-7.58	-11.73
	Oct-18	34	4.60	No	0.20	36.0	7.20	0	0.00	0.07	0.00	7.27	-9.15	-7.21	-9.15
	Nov-18	34	4.60	No	0.10	36.0	3.60	0	0.00	0.07	0.00	3.67	-6.40	-6.74	-6.40
	Dec-18	34	4.60	No	0.08	36.0	2.88	0	0.00	0.04	0.00	2.92	-4.90	-6.55	-4.90
<b>Totals</b>			<b>39.33</b>		<b>2.79</b>		<b>100.44</b>	<b>0</b>	<b>0.00</b>	<b>0.99</b>	<b>0.00</b>	<b>101.43</b>	<b>-103.33</b>	<b>-80.11</b>	<b>-103.33</b>
2019	Jan-19	4	0.48	No	0.08	49.0	3.92	0	0.00	0.04	0.00	3.96	-4.89	-4.35	-4.89
	Feb-19	2	0.28	No	0.11	49.0	5.39	0	0.00	0.05	0.00	5.44	-5.64	-3.14	-5.64
	Mar-19	9	1.25	No	0.14	49.0	6.86	12,125	0.36	0.07	0.00	7.28	-6.82	-3.17	-6.82
	Apr-19	8	1.05	No	0.23	49.0	11.27	53,931	1.59	0.10	0.00	12.96	-10.10	-3.06	-10.10
	May-19	8	1.10	No	0.29	49.0	14.21	34,943	1.03	0.12	0.00	15.35	-12.74	-2.89	-12.74
	Jun-19	10	1.33	No	0.41	49.0	20.09	54,677	1.61	0.12	0.00	21.81	-16.90	-2.85	-16.90
	Jul-19	9	1.19	No	0.45	49.0	22.05	45,468	1.34	0.12	0.00	23.50	-19.61	-2.73	-19.61
	Aug-19	9	1.19	No	0.41	49.0	20.09	40,500	1.19	0.12	0.00	21.40	-19.54	-2.60	-19.54
	Sep-19	9	1.22	No	0.29	49.0	14.21	37,080	1.09	0.12	0.00	15.42	-16.50	-2.49	-16.50
	Oct-19	8	1.09	No	0.20	49.0	9.80	30,041	0.88	0.07	0.00	10.75	-12.91	-2.34	-12.91
	Nov-19	7	0.92	No	0.10	49.0	4.90	20,027	0.59	0.07	0.00	5.55	-9.00	-2.14	-9.00
	Dec-19	10	1.33	No	0.08	49.0	3.92	17,492	0.51	0.04	0.00	4.47	-6.88	-2.24	-6.88
<b>Totals</b>			<b>12.43</b>		<b>2.79</b>		<b>136.71</b>	<b>346,284</b>	<b>10.19</b>	<b>0.99</b>	<b>0.00</b>	<b>147.89</b>	<b>-141.53</b>	<b>-34.00</b>	<b>-141.53</b>
2020	Jan-20	7	0.90	No	0.08	60.0	4.80	0	0.00	0.04	0.00	4.84	-6.34	-2.01	-6.34
	Feb-20	0	0.00	No	0.11	60.0	6.60	40,000	1.18	0.05	0.00	7.83	-7.61	-1.41	-7.61
	Mar-20	0	0.00	No	0.14	60.0	8.40	40,000	1.18	0.07	0.00	9.64	-9.06	-1.09	-9.06
	Apr-20	0	0.00	No	0.23	60.0	13.80	55,000	1.62	0.10	0.00	15.52	-12.48	-0.98	-12.48
	May-20	0	0.00	No	0.29	60.0	17.40	55,000	1.62	0.12	0.00	19.13	-15.79	-0.89	-15.79
	Jun-20	0	0.00	No	0.41	60.0	24.60	58,000	1.71	0.12	0.00	26.42	-20.67	-0.82	-20.67
	Jul-20	0	0.00	No	0.45	60.0	27.00	52,000	1.53	0.12	0.00	28.65	-23.93	-0.76	-23.93
	Aug-20	0	0.00	No	0.41	60.0	24.60	58,000	1.71	0.12	0.00	26.42	-24.03	-0.68	-24.03
	Sep-20	0	0.00	No	0.29	60.0	17.40	55,000	1.62	0.12	0.00	19.13	-20.40	-0.64	-20.40
	Oct-20	0	0.00	No	0.20	60.0	12.00	0	0.00	0.07	0.00	12.07	-15.35	-0.57	-15.35
	Nov-20	0	0.00	No	0.10	60.0	6.00	0	0.00	0.07	0.00	6.07	-10.43	-0.54	-10.43
	Dec-20	0	0.00	No	0.08	60.0	4.80	0	0.00	0.04	0.00	4.84	-7.90	-0.50	-7.90
<b>Totals</b>			<b>0.90</b>		<b>2.79</b>		<b>167.40</b>	<b>413,000</b>	<b>12.16</b>	<b>0.99</b>	<b>0.00</b>	<b>180.55</b>	<b>-173.98</b>	<b>-10.90</b>	<b>-173.98</b>



Aggregate Industries, Inc.

Site: Platte Valley Pit (WDID 0203035)

South Platte River Basin Accounting

Year	Month	Monthly Net Evaporation (feet)	Exposed Water Surface Area (acres)	Evaporative Losses (acre-feet)	On-site Aggregate Production (tons)	Water Retained in Product (acre-feet)	Dust Control (acre-feet)	Concrete Batching (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)
2018	Jan-18	0.08	75.6	5.82	0	0.00	0.14	0.57	6.52	-10.74
	Feb-18	0.10	75.6	7.45	0	0.00	0.19	0.28	7.93	-10.57
	Mar-18	0.12	75.6	9.00	0	0.00	0.36	0.35	9.70	-11.11
	Apr-18	0.22	75.6	16.93	0	0.00	1.41	0.45	18.79	-14.65
	May-18	0.27	75.6	20.46	0	0.00	1.51	0.47	22.44	-18.32
	Jun-18	0.40	75.6	30.25	0	0.00	2.28	0.53	33.06	-23.79
	Jul-18	0.43	75.6	32.85	0	0.00	1.17	0.58	34.61	-27.77
	Aug-18	0.38	75.6	28.97	0	0.00	1.42	0.79	31.19	-28.10
	Sep-18	0.29	75.6	22.01	0	0.00	1.23	0.71	23.95	-25.35
	Oct-18	0.19	75.6	14.69	0	0.00	1.08	0.63	16.39	-20.94
	Nov-18	0.09	75.6	6.48	0	0.00	0.88	0.57	7.93	-15.54
	Dec-18	0.07	75.6	5.51	0	0.00	1.38	0.47	7.36	-12.42
<b>Totals</b>				<b>200.43</b>	<b>0</b>	<b>0.00</b>	<b>13.05</b>	<b>6.40</b>	<b>219.89</b>	<b>-219.29</b>
2019	Jan-19	0.08	60.0	4.62	0	0.00	0.13	0.45	5.20	-10.49
	Feb-19	0.10	60.0	5.92	0	0.00	0.13	0.44	6.49	-9.75
	Mar-19	0.12	60.0	7.14	0	0.00	0.56	0.71	8.42	-10.18
	Apr-19	0.22	60.0	13.44	0	0.00	0.65	0.90	15.00	-12.76
	May-19	0.27	60.0	16.24	0	0.00	0.59	1.14	17.97	-15.46
	Jun-19	0.40	60.0	24.01	0	0.00	1.94	1.58	27.53	-20.12
	Jul-19	0.43	60.0	26.08	0	0.00	2.48	1.50	30.05	-23.97
	Aug-19	0.38	60.0	23.00	0	0.00	2.47	1.84	27.31	-24.59
	Sep-19	0.29	60.0	17.47	0	0.00	2.25	1.65	21.36	-22.41
	Oct-19	0.19	60.0	11.66	0	0.00	0.97	1.64	14.27	-18.49
	Nov-19	0.09	60.0	5.15	0	0.00	0.09	0.87	6.10	-13.38
	Dec-19	0.07	60.0	4.38	0	0.00	0.04	0.78	5.20	-10.27
<b>Totals</b>				<b>159.08</b>	<b>0</b>	<b>0.00</b>	<b>12.30</b>	<b>13.51</b>	<b>184.88</b>	<b>-191.87</b>
2020	Jan-20	0.08	60.0	4.62	0	0.00	0.15	0.94	5.70	-9.28
	Feb-20	0.10	60.0	5.92	0	0.00	0.13	0.44	6.49	-9.07
	Mar-20	0.12	60.0	7.14	0	0.00	0.56	0.71	8.42	-9.58
	Apr-20	0.22	60.0	13.44	0	0.00	0.65	0.90	15.00	-12.24
	May-20	0.27	60.0	16.24	0	0.00	0.59	1.14	17.97	-15.01
	Jun-20	0.40	60.0	24.01	0	0.00	1.94	1.58	27.53	-19.73
	Jul-20	0.43	60.0	26.08	0	0.00	2.48	1.50	30.05	-23.63
	Aug-20	0.38	60.0	23.00	0	0.00	2.47	1.84	27.31	-24.29
	Sep-20	0.29	60.0	17.47	0	0.00	1.73	0.61	19.81	-21.58
	Oct-20	0.19	60.0	11.66	0	0.00	1.00	0.63	13.29	-17.48
	Nov-20	0.09	60.0	5.15	0	0.00	0.50	0.54	6.19	-12.83
	Dec-20	0.07	60.0	4.38	0	0.00	0.25	0.39	5.02	-9.91
<b>Totals</b>				<b>159.08</b>	<b>0</b>	<b>0.00</b>	<b>12.45</b>	<b>11.22</b>	<b>182.75</b>	<b>-184.63</b>

### Lease of Excess Augmentation Credits

This water lease is by and between Aggregate Industries-WCR, Inc. ("AI") and Bucklen Equipment Co., Inc. ("Bucklen"), sometimes collectively referred to as "the Parties".

WHEREAS Bucklen operates a gravel pit Substitute Water Supply Plan (SWSP) for the Bucklen Pit approved by the Division of Water Resources in accordance with C.R.S. §37-90-137(11); and

WHEREAS under conservative assumptions the 2020 SWSP approval for the Bucklen Pit SWSP projects that the Bucklen Pit SWSP will have excess augmentation credit totaling 60.58 acre-feet during the 2020 plan approval period; and

WHEREAS AI operates a combined substitute supply plan (CoSSP) for its various gravel pits approved by the Division of Water Resources in accordance with C.R.S. §37-90-137(11); and

WHEREAS the AI CoSSP may require additional augmentation credit during the 2020 irrigation season;

NOW THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. Bucklen will lease to AI as needed any excess augmentation credit it has available during the 2020 irrigation season according to the Bucklen Pit SWSP monthly accounting submitted to the Division of Water Resources. The amount of excess augmentation credit that will be available during the 2020 irrigation season is currently estimated to equal the values below:

Month	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Total
Estimated Excess [ac-ft]	4.44	11.08	9.95	10.26	10.24	8.81	5.80	60.58

2. The water leased to AI is for the exclusive use by AI and shall not be leased or conveyed to others except by written permission from Bucklen.
3. The cost of the lease water shall be \$100 (ONE HUNDRED DOLLARS) per acre-foot. The volume of water leased by AI each month will be reported to Bucklen within thirty days of the close of that month. Payment will be made by AI within thirty days following the end of the 2020 irrigation season for all water leased. This payment shall be nonrefundable and is not contingent upon AI's actual usage of the water.

DATED this \_\_\_\_ day of December, 2019.

Aggregate Industries-WCR, Inc.

Bucklen Equipment Company, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Lease of GIC Shares

This water lease is by and between Aggregate Industries-WCR, Inc. ("AI") and Pat Arnold ("SHAREHOLDER"), sometimes collectively referred to as "the Parties".

WHEREAS SHAREHOLDER owns 3 shares in the Greeley Irrigation Company (GIC), as evidenced by Certificate Nos. 2455 and 2476, and

WHEREAS SHAREHOLDER desires to rent out their GIC shares for the 2020 irrigation season; and

WHEREAS AI operates a combined substitute supply plan (CoSSP) for its various gravel pits approved by the Division of Water Resources in accordance with C.R.S. §37-90-137(11); and

WHEREAS AI desires to rent GIC shares for 2020 irrigation season to be used as a replacement supply in their CoSSP;

NOW THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. SHAREHOLDER will lease to AI their 3 GIC shares for the 2020 irrigation season. Before April 1, 2020, SHAREHOLDER will direct the GIC to deliver their shares to the 4<sup>th</sup> Street Augmentation Station on the ditch to return the water associated with the shares to the river in order to generate replacement credit on behalf of AI during the entire 2020 irrigation season.
2. The water leased to AI is for the exclusive use by AI and shall not be leased or conveyed to others except by written permission from SHAREHOLDER.
3. AI will pay the cost of the 2020 assessments on SHAREHOLDER's behalf for the 3 GIC shares, at a rate of up to \$540 (FIVE HUNDRED DOLLARS) per share, which is up to \$1,620 total for all three shares. Payment will be made directly to the GIC. SHAREHOLDER will be responsible for payment of any assessments in excess of the maximum \$540 per share paid by AI. Payment will be made by AI within thirty days following the date that the GIC determines the 2020 assessment rate. This payment shall be nonrefundable and is not contingent upon AI's actual usage of the water.

DATED this 27 day of January, 2020.

Aggregate Industries-WCR, Inc.

Pat Arnold (PoA for Dorothy Mae Arnold)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## WATER LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of December 2019, by and between Aggregates Industries. (AI), and Martin Marietta Materials, Inc, ("Martin Marietta").

### **RECITALS**

Whereas Martin Marietta is the owner of a lined gravel pit storage reservoir located in Section 9, Township 2 North, Range 68 West, 6PM, Weld County Colorado near the intersection of Colorado Highway 119 and County Road 7 ("Heaton Reservoir") per Decree 01CW193.

Whereas AI wishes to take delivery of 21 acre feet of fully consumable water currently stored in Heaton Reservoir according to the schedule attached as Exhibit A. Such water will be used as a replacement source in AI's Combined Substitute Supply Plan WID 0202565.

### **AGREEMENT**

Therefore, in consideration of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Beginning from the date of this Agreement until October 31<sup>st</sup>, 2020, Martin Marietta will deliver 21 AF of water from Heaton Reservoir to Boulder Creek per attached Exhibit A to be used in AI's Combined Substitute Supply Plan.
2. The water leased to AI is for the exclusive use by AI and shall not be leased or conveyed to others except by written permission from Martin Marietta
3. The cost of the lease water shall be \$200.00 per acre-foot. Payment will be made by AI within thirty days following the month of use. This payment shall be nonrefundable and is not contingent upon AI's actual usage of the water or can be made in one lump sum payment of \$4,200 to Martin Marietta for the 2020 season.
4. This Agreement is binding upon the parties, their successor and assigns.

Aggregate Industries

By: 

(Print Name and Title) Jeremy Deuts Regional Manager Land & Environment

Martin Marietta Materials, Inc.

By: 

(Print Name and Title) David Hageman Regional VP/Gen Mgr

## EXHIBIT A

Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Total
2.1	2.2	2.6	3.2	3.5	3.7	3.7	21.0

## APPENDIX C

### AGREEMENT TO LEASE AUGMENTATION WATER

THIS AGREEMENT TO LEASE AUGMENTATION WATER is entered into as of the 2 day of DECEMBER, 1996, between Centennial Water and Sanitation District ("Centennial"), a quasi-municipal corporation organized under the laws of Colorado, Lessor, whose address is 62 W. Plaza Drive, Highlands Ranch, Colorado 80126, and the Cooley Gravel Company ("Cooley"), a corporation duly organized and existing under and by virtue of the laws of the State of Indiana, Lessee, whose address is P. O. Box 5485 T.A., Denver, Colorado 80217, 3609 S. Wadsworth Boulevard, Suite 300, Lakewood, Colorado 80235.

#### RECITALS

WHEREAS, Cooley and Centennial entered into an Agreement to Convey Water Rights in Exchange for Lease of Augmentation Water dated 2 DECEMBER 1996; and

WHEREAS, pursuant to that agreement, Centennial agreed to provide certain augmentation water to Cooley, subject to the terms of both that agreement and the lease agreement herein.

NOW, THEREFORE, in consideration of this lease agreement and the Agreement to Convey Water Rights in Exchange for Lease of Augmentation Water, the parties agree as follows:

1. Upon completion of each of the following, Centennial shall deliver annually up to 30 acre-feet of perpetual augmentation water to be used in connection with Cooley's gravel mining operations located near the South Platte River or Plum Creek: execution of the special warranty deed conveying Cooley's 1.0546 shares of Nevada Ditch Holding Company stock to Centennial; assignment and delivery of Cooley's Nevada Ditch Stock Certificate No. 363 to Centennial; and transfer of said stock to Centennial's name on the books of Nevada Ditch Holding Company and issuance of a new stock certificate in Centennial's name, if necessary. This lease agreement and Centennial's obligation to deliver water hereunder shall be effective upon the date by which Cooley completes the performance of each of the foregoing obligations.

2. Such water shall be delivered, at Centennial's sole discretion, at any point on the South Platte River at or upstream from the mouth of Little Dry Creek in Section 33, T4S, R68W, of the

6th P.M., approximately 2350 feet from the South section line and 1650 feet from the East section line; or on Plum Creek, at or below the headgate of the Lower Plum Creek Ditch, located in the SW¼ of Section 28, Township 6 South, Range 68 West, 6th P.M., Douglas County, Colorado; or at the point where water from McLellan Reservoir can be discharged by pipeline into the South Platte River system; or at the point at which effluent is discharged to Marcy Gulch from Centennial's Marcy Gulch Wastewater Treatment Plant; or at a combination of any such points; or by not requiring augmentation water from Cooley sources above the Titan Road gage located on Plum Creek under the circumstances described in paragraph 4 below; or by a combination of the foregoing delivery points and methods. Centennial may deliver water hereunder to other points on the South Platte River and its tributaries, provided that Centennial and Cooley first agree in writing to such other delivery points. The augmentation water shall be deliverable throughout the year as requested by Cooley pursuant to paragraph 5 below. The points at which Centennial may deliver augmentation water under this lease agreement are not dependent on the location of Cooley's existing gravel mining operations. Such delivery points shall remain the same even if the location of Cooley's gravel mining operations changes, unless the parties agree otherwise in writing.

3. The water may be delivered from any source available to Centennial which is legally adequate for augmentation purposes. It shall be Cooley's responsibility to coordinate with the Colorado Division of Water Resources or other appropriate entities and agencies to obtain augmentation credit for the water. Centennial makes no representations or warranties, express or implied, regarding the quality of the augmentation water leased hereunder or regarding Cooley's ability to make use of any of the augmentation water leased hereunder in an augmentation program.

4. Centennial owns and uses water rights on Plum Creek including without limitation the Lower Plum Creek Ditch water right described in the decrees entered by the Division 1 Water Court in Case Nos. W-6072, 85CW415, and 93CW177. Centennial expressly reserves the right to place a call against Cooley's gravel mining operations on Plum Creek for the benefit of its Lower Plum Creek Ditch priority and any of its other Plum Creek water rights that are senior to Cooley's Plum Creek gravel mining operations. Notwithstanding the foregoing, Centennial and Cooley agree that when Centennial's Plum Creek water rights are the calling water rights requiring augmentation water from Cooley, Centennial may, at Cooley's discretion, satisfy its delivery obligation hereunder by not requiring augmentation water from Cooley sources above the Titan Road gage located on Plum Creek. If Cooley chooses not to allow Centennial to satisfy its delivery obligation hereunder by

the method described in the preceding sentence, Centennial may still place a call against Cooley's gravel mining operations on Plum Creek for the benefit of Centennial's Plum Creek water rights.

5. The amount of augmentation water to be delivered each year hereunder shall not exceed 30 acre-feet. On or before April 1 of every year, Cooley shall provide to Centennial a written estimate of the quantities of augmentation water needed by month for the next 12-month period, provided that the total amount to be delivered by Centennial over the next 12-month period shall not exceed 30 acre-feet per year. Such estimate shall be for the purpose of assisting Centennial in the planning of its water operations and shall not be binding upon Cooley. The rate of delivery shall not exceed 0.5 cfs. On or before the third day of every month, Cooley shall inform Centennial of the quantity of augmentation water needed during the previous month and shall give Centennial an estimate of the amount of water needed for the upcoming month.

6. Upon delivery of such water to the South Platte River or Plum Creek as described above in paragraph 2, Centennial shall have no further obligation to Cooley with respect to such water, and Cooley shall be solely responsible for the carriage of such water in the stream system and utilization of same for augmentation purposes.

7. The augmentation water leased hereunder shall be used only to help satisfy Cooley's obligation to replace out-of-priority depletions to Plum Creek, the South Platte River, or both, resulting from Cooley's gravel mining operations, including replacement of evaporation losses from water-filled gravel pits after mining operations cease.

8. Cooley shall not file an application for approval of an augmentation plan using water to be furnished by Centennial without Centennial's prior review and approval of the application, which approval shall not unreasonably be withheld. Centennial shall respond to Cooley's request for approval within thirty (30) days of receipt of the application that Cooley proposes to file. Centennial shall be entitled to be a party to the proceedings on the application in Water Court. Centennial agrees that it will consent to a decree of the District Court, Water Division No. 1, authorizing use of augmentation water furnished by Centennial subject to the terms of this lease agreement and not otherwise inconsistent with this lease agreement, provided the granting of such application will not otherwise injure Centennial's water rights.



9. Cooley shall have the right to an action for specific performance, but not for damages, if Centennial is ever in default on its obligations described herein. Cooley acknowledges that the water available to Centennial is dependent on sources from which the supply is variable in time and quantity and which are, to some extent, beyond the control of Centennial. Cooley agrees that Centennial shall not be considered to be in default on its obligations described herein as a result of unavailability of Centennial's water supply due to inadequate runoff or other occurrences beyond the reasonable control of Centennial. Centennial will make a reasonable attempt to notify Cooley in advance of any interruptions in delivery.

10. Cooley may terminate this lease agreement at any time by delivering written notice to Centennial. Upon delivery of such notice, this lease agreement shall be terminated. Such termination of this lease agreement shall not affect the validity of Centennial's ownership interest in the Nevada Ditch shares previously owned by Cooley described in paragraph 1. However, if Centennial's title to any part of said Nevada Ditch shares is ever defeated by the claim of a third party based upon acts or omissions attributable to Cooley while Cooley was an owner of said Nevada Ditch shares, then this lease shall terminate at Centennial's option, provided Centennial gives Cooley a reasonable opportunity to cure the title defect before Centennial notifies Cooley of such termination.

11. All notices provided for in this lease agreement shall be in writing, and shall be deemed properly given and received three (3) days after being mailed, if sent by certified or registered United States Mail, postage prepaid, addressed to a party at its address set forth at the beginning of this lease agreement or such other address as a party may designate by written notice to the other party.

12. Neither party to this lease agreement may assign its rights and obligations under this lease agreement without obtaining the express written consent of the other party. Subject to the foregoing, the terms and provisions of this lease agreement shall be binding upon and inure to the benefit of Centennial and Cooley, and their successors and assigns.

13. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

CENTENNIAL WATER AND SANITATION DISTRICT,  
a Colorado quasi-municipal corporation

By John Hendrick  
John Hendrick, General Manager

COOLEY GRAVEL COMPANY

By Richard Morgan  
Vice President

ATTEST:

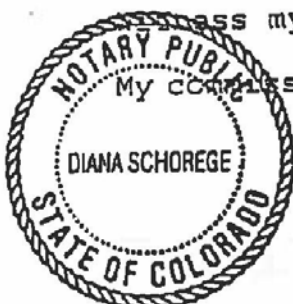
R. E. Lender  
Secretary

STATE OF COLORADO

COUNTY OF DOUGLAS

ss.

The foregoing document was acknowledged before me this 27 day of November, 1996, by John Herdrick as President, and \_\_\_\_\_, as Secretary, of Centennial Water and Sanitation District.



Witness my hand and official seal.

My commission expires: 1-18-2000

Diana Schorege  
Notary Public

My Comm. Expires 1/18/2000

STATE OF COLORADO

COUNTY OF JEFFERSON

ss.

The foregoing document was acknowledged before me this 2 day of DECEMBER, 1996, by RICHARD MEAGENS as VICE President, and R.E. GORDON, as Secretary, of Cooley Gravel Company.

Witness my hand and official seal.

My commission expires: October 13, 1999



Melinda G. Hutchens  
Notary Public



**CENTENNIAL**  
WATER AND SANITATION DISTRICT

January 3, 2020

Jared Dains  
Applegate Group, Inc.  
1499 West 120<sup>th</sup> Avenue, Suite 200  
Denver, CO 80234

RE: Aggregate Industries Lease request for 2020

Dear Mr. Dains,

I am writing to confirm that Centennial W&S District will plan to provide 10 ac-ft in April, 5 ac-ft in May, 5 ac-ft in September, and 10 ac-ft in October as per your request on behalf of Aggregate Industries. Please let me know of any changes to your request.

Please contact me with any concerns.

Sincerely,



Swithin Dick

Water Resources Administrator

#### EXCHANGE AGREEMENT

This Agreement ("Agreement") is entered into this 22<sup>nd</sup> day of April, 1998, between Camas Colorado, Incorporated, an Indiana corporation, ("Camas") and the City of Westminster, ("Westminster" or the "City").

WHEREAS, Westminster is a municipal corporation in the State of Colorado that provides water and sewer services to individuals located within the Westminster Water Service Area;

WHEREAS, Camas Colorado, Incorporated is a corporation of the State of Indiana and owns and operates Cooley Gravel Company in Colorado. Cooley Gravel Company is a wholly owned subsidiary of Camas engaged in certain mining activities in the State of Colorado ("Cooley");

WHEREAS, Cooley is the owner of the following water rights:

(a) 7.5 shares of the capital stock in the Farmers Reservoir and Irrigation Company ("FRICO") assigned for water delivery purposes to the Standley Division, Share Certificate Number 6974;

(b) 31 shares of the capital stock in the Manhart Ditch Company, Replacement Certificate for lost certificates Numbers 43 and 48;

(c) 40.875 shares of the capital stock of the Wellington Reservoir Company, Share Certificate Number 1272; and

(d) 48.715 shares of the capital stock of the Burlington Ditch Reservoir and Land Company, Share Certificate Number 3576.

Within fifteen (15) days of execution of this Agreement, Camas will cause Cooley to execute and record a quit claim deed and assignment of share certificates formally transferring Cooley's interest in the water rights identified above to Camas. The Water Rights identified herein shall thereafter be referred to collectively as the "Camas Water Rights";

WHEREAS, Camas is the owner of approximately 30.69 acres of land, more or less, located in the SE $\frac{1}{4}$  of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, more particularly described in the legal description attached hereto as Exhibit A (the "Camas Lands");

WHEREAS, in connection with the operation of its municipal water service system, Westminster owns certain water rights that yield water that has been decreed to be fully consumable. Moreover, in connection with the operation of its municipal water

treatment system, Westminster owns and generates fully consumable wastewater effluent at its Big Dry Creek Wastewater Treatment Plant ("Big Dry Creek") and at the Metropolitan Denver Wastewater Reclamation District's Sewage Disposal Plant ("Metro") on the South Platte River.

WHEREAS, the parties wish to effectuate a transfer of ownership of the Camas Water Rights and the Camas Lands for certain cash payments and the provision of 290 acre feet of consumable water to Camas in perpetuity, (the "Camas Exchange") pursuant to the terms of this Agreement.

WHEREAS, in the judgment of the Westminster City Council, the terms of this Agreement coupled with the implementation of the Camas Exchange will result in improvement in the capacity, efficiency, or service of Westminster's utility system.

WHEREAS, pursuant to Section 14.2 of the Westminster City Charter, the City may otherwise dispose of property constituting part of the City's utility system subject to certain findings by the City Council.

WHEREAS, Westminster enters this Agreement to effect the disposition of a portion of the City's utility system and thereby facilitate the implementation of the Camas Exchange contemplated herein.

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

1. Exchange.

The parties will exchange the Camas Water Rights and the Camas Lands for 290 acre-feet annually of consumable water and a one time payment of \$288,500.00, all pursuant and subject to the further terms of this Agreement.

2. Escrow.

Upon execution of this Agreement, the parties will create an interest-bearing escrow with Land Title Guarantee Company pursuant to Escrow Instructions in the form attached hereto as Exhibit B into which Westminster shall deposit the sum of \$20,000.00 (the "Escrow Funds"). The Escrow Instructions shall provide that if, within twenty (20) days of receipt of the Title Commitment described in Paragraph 3.2, below, Westminster provides Camas with written notice of title defects to the Camas Water Rights or to the



8.9 Effective Date. This Agreement shall be effective upon execution by both parties.

8.10 Execution of Counterparts. This Agreement may be executed in counterparts.

8.11 Authority. Each signatory acknowledges and represents that he or she has the authority to enter into this Agreement and bind the party for which he or she signs.

CITY OF WESTMINSTER, a Colorado  
municipal corporation

Approved by Westminister  
City Council on 2-9-98

By: William Christopher  
William Christopher  
City Manager

Attest:

Mickelle Kelley  
city clerk

CAMAS COLORADO, INCORPORATED

By: Richard Mergens  
Rick Mergens  
Vice President

Attest:

ma Zalus  
Secretary

LSJ:jma-193

## **FIRST AMENDMENT TO CONSUMABLE WATER LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO CONSUMABLE WATER LEASE AGREEMENT** is entered into this 14th day of January 2020, between the City of Westminster ("Westminster"), lessor, and Aggregate Industries-WCR, Inc., a Colorado corporation ("AI"), lessee, (collectively, the "Parties").

**WHEREAS**, Westminster and AI are parties to an Agreement dated October 24, 2000, (the "Storage Agreement"), as amended on February 10, 2010, whereby AI is mining gravel deposits from certain lands located near Wattenberg, Colorado and, upon completion of mining, is constructing a water storage reservoir for Westminster on said lands;

**WHEREAS**, in connection with the Storage Agreement, the Parties entered into a Consumable Water Lease Agreement dated March 4, 2010, concerning Westminster's delivery of certain fully consumable water to AI, (the "Consumable Water Lease");

**WHEREAS**, pursuant to the terms of the Consumable Water Lease, Westminster leased up to 519 acre feet (AF) of fully consumable water to AI;

**WHEREAS**, the current Consumable Water Lease will expire under its own terms no later than December 31, 2019;

**WHEREAS**, in accordance with paragraph 3.12 of the Consumable Water Lease, the Parties may amend said lease by mutual written agreement; and,

**WHEREAS**, the Parties desire to extend the term of the Consumable Water Lease and amend it consistent with this First Amendment to Consumable Water Lease Agreement ("First Amendment").

**NOW THEREFORE**, the Parties agree as follows:

1. Paragraph 2 of the Consumable Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*Westminster will lease to AI for the term of this Agreement up to 250 acre-feet (AF) annually of Consumable Water from Westminster's municipal water supply system subject to the further terms and conditions of this Agreement.*

2. Paragraph 2.1 of the Consumable Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*2.1 Term of Lease. The term of this Water Lease Agreement shall be from January 1, 2010 through June 30, 2022.*

3. Paragraph 2.2 of the Consumable Water Lease is amended by deleting the entire paragraph and replacing it with the following:

2.2 *Amounts of Consumable Water Leased. The 250 acre feet of Consumable Water to be leased and delivered to AI shall be delivered so as not to exceed the following monthly amounts and schedule:*

<i>Month</i>	<i>Amount in acre feet</i>
<i>January</i>	<i>45.00</i>
<i>February</i>	<i>45.00</i>
<i>March 1-20</i>	<i>40.00</i>
<i>November 10-30</i>	<i>70.00</i>
<i>December</i>	<i>50.00</i>
<i>Total</i>	<i>250.00 a.f. per year</i>

*Delivery shall be, as nearly as practicable, at a constant flow rate during each month of delivery, consistent with the total volume of water to be delivered in each month.*

*The parties may revise the above delivery schedule to reduce the monthly delivery amounts for a particular calendar year, provided that AI notifies Westminster in writing by November 1<sup>st</sup> of the preceding year of AI's projected delivery needs for that year. The delivery schedule may not be revised, however, to provide for deliveries outside of the November 10 to March 20 delivery season contemplated above. Delivery in any given month shall not exceed the constant flow rate of 2.0 c.f.s. Moreover, the reduction in delivery amounts may not fall below a total annual delivery of 100 acre feet without the mutual written agreement of the parties.*

3. Paragraphs 2.4 and 2.4.1 of the Consumable Water Lease are amended by deleting the entire paragraphs and replacing them with the following:

2.4. *Lease Payments. AI shall pay the sum of \$300.00 per acre-foot per year of Consumable Water leased hereunder. In consideration for the water delivered hereunder, AI agrees to make the following payments to Westminster:*

2.4.1. *An annual payment of \$75,000.00—or a prorated payment based on any mutually agreed-upon reduced annual delivery amount in accordance with Section 2.2. of this Water Lease Agreement—on or before December 31<sup>st</sup> of each year Consumable Water will be delivered pursuant to this agreement.*

4. Paragraph 3.5.e. of the Consumable Water Lease is amended by deleting the entire paragraph and replacing it with the following:

e. *On June 30, 2022 unless a later date is subsequently agreed to by the parties.*

5. All remaining paragraphs of the Consumable Water Lease, not specifically mentioned above, shall remain in full force and effect and are in no way modified or revised by this First Amendment.

6. This First Amendment shall in no way modify or revise any portion of the Storage Agreement between the Parties.

**CITY OF WESTMINSTER**

DocuSigned by:  
Donald M. Tripp  
Donald M. Tripp, City Manager

Attest:

DocuSigned by:  
Michelle Parker  
City Clerk

Approved as to Legal Form:

DocuSigned by:  
Kristin Decker  
City Attorney's Office

**AGGREGATE INDUSTRIES-WCR, INC.**

[Signature]  
John Conlin, General Manager, Mountain Region

STATE OF COLORADO

COUNTY OF Jefferson

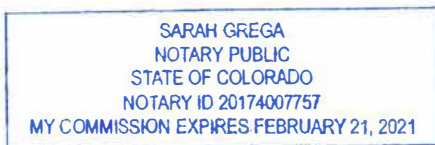
)  
) ss.  
)

The foregoing instrument was acknowledged before me this 12 day of October, 2019 by John Conlin, as R.I.M. of Aggregate Industries-WCR, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission expires: 2/21/21

[Signature]  
Notary Public





STATE OF  
COLORADO

Vargas-Johnson - DNR, Javier <javier.vargasjohnson@state.co.us>

## Fwd: FW: Westminster-AI Water Lease Extension Agreements

**Brucker - DNR, Sarah** <sarah.brucker@state.co.us>

Mon, Feb 3, 2020 at 10:31 AM

To: Javier Vargas-Johnson - DNR <javier.vargasjohnson@state.co.us>

I am assuming this is related to Aggregate Industries' South Platte Combined Plan.

**Sarah Brucker**  
Water Resources Engineer



P 303.866.3581 x 8249  
1313 Sherman St., Suite 821 Denver CO 80203  
sarah.brucker@state.co.us | [www.colorado.gov/water](http://www.colorado.gov/water)

----- Forwarded message -----

From: **Jared Dains** <[JaredDains@applegategroup.com](mailto:JaredDains@applegategroup.com)>

Date: Mon, Feb 3, 2020 at 10:25 AM

Subject: FW: Westminster-AI Water Lease Extension Agreements

To: Brucker - DNR, Sarah <[sarah.brucker@state.co.us](mailto:sarah.brucker@state.co.us)>

Sarah,

Westminster approved the lease with Aggregate Industries for the below schedule (see the e-mail chain).

Month	AC-FT
Jan-20	20.00
Feb-20	26.00
Mar-20	32.00
Apr-20	
May-20	
Jun-20	
Jul-20	

Aug-20	
Sep-20	
Oct-20	
Nov-20	49.00
Dec-20	36.00
	163

Please let me know if you need anything else on this.

Regards,

Jared Dains

---

**From:** Nims, Josh <jnims@CityofWestminster.us>

**Sent:** Thursday, January 30, 2020 11:08 AM

**To:** Jared Dains <[JaredDains@applegategroup.com](mailto:JaredDains@applegategroup.com)>

**Cc:** Orloff, Megan <morloff@CityofWestminster.us>; Lee Johnson <[ljohnson@chp-law.com](mailto:ljohnson@chp-law.com)>;

'[chloe.soik@lafargeholcim.com](mailto:chloe.soik@lafargeholcim.com)' <[chloe.soik@lafargeholcim.com](mailto:chloe.soik@lafargeholcim.com)>; Wolf, Jeanne e

<[JWolf@CityofWestminster.us](mailto:JWolf@CityofWestminster.us)>; 'jeremy.deuto@lafargeholcim.com' <[jeremy.deuto@lafargeholcim.com](mailto:jeremy.deuto@lafargeholcim.com)>;

'Jeremy PRITCHETT' <[jeremy.pritchett@lafargeholcim.com](mailto:jeremy.pritchett@lafargeholcim.com)>

**Subject:** RE: Westminster-AI Water Lease Extension Agreements

Hi Jared –

Yes, City Council provided final approval of the lease extension agreements at its January 13 meeting. The agreements are with City Manager and imminently to be fully executed. With Council approval on the 13th, Water Resources has implemented the consumable water lease agreement with the amounts you listed in the table below and have the 20 AF January obligation in our water accounting.

I understand that Westminster is expecting payment from AI for last year's deliveries. We are hopeful to receive this payment in the very near term in order to not impact the 2020 delivery schedule. Please let me know if you have any questions.

Thanks, Josh



## EXHIBIT D

### WATER LEASE

This Water Lease is made and entered into this 31<sup>ST</sup> day of MARCH, 2006 by and between THE CITY OF THORNTON, a Colorado municipal corporation, ("Thornton"), as Lessor and AGGREGATE INDUSTRIES - WEST CENTRAL REGION, INC., an Indiana Corporation, whose address is 1707 Cole Boulevard, Suite 100, Golden, Colorado, 80401 ("Lessee").

WHEREAS, Thornton owns fully consumable water in its municipal water system, which water, may be delivered to the South Platte River; and

WHEREAS, Thornton desires to lease to Lessee and Lessee desire to lease from Thornton a portion of Thornton's fully consumable water; and

WHEREAS, As consideration for this Water Lease, Lessee is simultaneously selling and transferring 3.0 shares in the Colorado Agricultural Ditch Company (Certificate number 1000) to Thornton pursuant to the Agreement for the Purchase, Sale and Lease of Water Rights dated JANUARY 12, 2005.

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE REPRESENTATIONS AND OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN AND, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Term. This Water Lease shall be a permanent lease, subject to termination only in the event that Lessee, its heirs or assigns notify Thornton in writing that it no longer has any use for, and no longer desire to use the fully consumable water.

2. Consideration. As consideration for this Water Lease, Lessee is simultaneously selling and transferring 3.0 shares in the Colorado Agricultural Ditch Company (Certificate number 1000) to Thornton pursuant to the Agreement for the Purchase, Sale and Lease of Water Rights dated 1/12, 2005. As consideration for the 3.0 Colorado Agricultural Shares, Thornton agrees to permanently lease and provide for Lessee's use the following amount of fully consumable water delivered by Thornton to the South Platte River from any fully consumable water rights owned by Thornton. The rate, period and location of water delivery are set forth below.

- a) Delivery Period and Rate. Thornton shall deliver fully consumable water at a rate of 0.035 c.f.s./day November 1 through March 31.
- b) Location. Thornton agrees to deliver the fully consumable water to the South Platte River in the reach from the outfall of the Metropolitan Wastewater Reclamation District Central Plant to the confluence of Big Dry Creek and the South Platte River, but in any case above the calling right within that reach.

3. Water Quality. Thornton does not warrant or guarantee that the water it provides satisfies any water quality standards.

4. Assignability. Lessee may freely assign its rights under this Water Lease in whole or in part to any other person or entity. No such assignment will be effective until written notice has been given to Thornton and no assignment will be allowed if it increases the obligations under this Water Lease. Prior to selling, permanently assigning or otherwise transferring Lessee's rights under this Water Lease, Lessee agrees to notify Thornton of its intent to transfer the rights and enter into an exclusive 30 day negotiation period with Thornton to determine if the Parties can come to an agreement to transfer the rights back to Thornton. Thornton may assign its obligation under this agreement only with the written consent of Lessee or its assignee, which consent shall not be unreasonably withheld.

5. Venue. This Water Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereto shall be brought in the County of Adams, State of Colorado.

6. Entire Agreement. This Water Lease constitutes the entire agreement between the parties superseding all prior oral or written communications. None of the provisions of this Water Lease may be amended, modified or changed except by a writing signed by both parties.

7. Waiver. The waiver of any breach of any of the provisions of this Water Lease by either party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this Water Lease.

8. Notices. All notices and communications regarding this Water Lease should be directed, in writing by hand delivery or certified mail return receipt requested, to the Water Resources Manager, Civic Center, 9500 Civic Center Drive, Thornton, Colorado, 80229, for Thornton and to Aggregate Industries, Attn: Michael Refer, Vice President of Administration, 1707 Cole Boulevard, Suite 100, Golden, Colorado, 80401 for Lessee, or to any subsequent address provided by the parties.

IN WITNESS WHEREOF, the Parties have executed this Water Lease on the date first above written.

AGGREGATE INDUSTRIES - WEST CENTRAL REGION, INC.

By Michael Refer  
Title VICE PRESIDENT

STATE OF COLORADO )  
COUNTY OF Adams ) SS

The foregoing instrument was acknowledged before me this 31st day of March 2006  
by Michael Refer

WITNESS my hand and official seal.

My Commission expires:

March 5, 2010

Joe A. Wieman  
NOTARY

ATTEST:

Dorothy A. Vincent  
Dorothy Vincent, City Clerk

CITY OF THORNTON:

By Jack Ethredge  
Jack Ethredge, City Manager

APPROVED AS TO FORM:

Dennis A. Hanson  
Assistant City Attorney

## **FIRST AMENDMENT TO WATER LEASE**

**THIS FIRST AMENDMENT TO WATER LEASE** is entered into this 14th day of January 2020, between the City of Westminster ("Westminster"), lessor, and Aggregate Industries-WCR, Inc., a Colorado corporation ("AI"), lessee, (collectively, the "Parties").

**WHEREAS**, Westminster and AI are parties to an Agreement dated October 24, 2000, (the "Storage Agreement"), as amended on February 10, 2010, whereby AI is mining gravel deposits from certain lands located near Wattenberg, Colorado and, upon completion of mining, is constructing a water storage reservoir for Westminster on said lands;

**WHEREAS**, in connection with the Storage Agreement, the Parties entered into a Water Lease agreement dated March 4, 2010, concerning Westminster's 1.038 shares in the Brighton Ditch, (the "BDC Shares"), identified as Stock Certificate Numbers 228 and 229 (the "Water Lease");

**WHEREAS**, pursuant to the terms of the Water Lease, Westminster leased its BDC Shares to AI;

**WHEREAS**, during the term of the current Water Lease, Westminster's BDC Shares were the subject of a change of water right decree issued on July 2, 2018 in Case No. 16CW3186;

**WHEREAS**, the current Water Lease will expire under its own terms no later than March 4, 2020; and,

**WHEREAS**, the Parties desires to extend the term of the Water Lease and amend it consistent with this First Amendment to Water Lease ("First Amendment").

**NOW THEREFORE**, the Parties agree as follows:

1. Paragraph 2 of the Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*2. AI agrees to put the water derived from the BDC Shares to "beneficial use" as that term is defined under Colorado Water Law, and will take no action that would constitute an abandonment of the BDC Shares or otherwise jeopardize the historical consumptive use associated with the BDC Shares. AI further agrees that its use of the BDC Shares shall be in compliance with the terms and conditions of the change of use decree issued in Case No. 16CW3186. During the term of this lease, AI shall be responsible for satisfying all return flow obligations and maintaining required accounting information associated with its use of the BDC Shares in accordance with the terms of said decree. To this end, AI will promptly provide Westminster with monthly accounting information for its use of the BDC Shares so Westminster can timely incorporate the information into Westminster's accounting submittals to the State and Division Engineer. AI shall*

*be solely responsible for any accounting submittals it must make to the State and Division Engineer as required by any approved Substitute Water Supply Plan that involves use of the BDC Shares. In addition, AI agrees that it will limit its diversions under the BDC Shares to no more than 352.9 acre feet in any irrigation season, as well as the monthly maximums set forth below:*

<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>
<i>40.0 a.f.</i>	<i>70.0 a.f.</i>	<i>66.2 a.f.</i>	<i>78.5 a.f.</i>	<i>67.2 a.f.</i>	<i>50.0 a.f.</i>	<i>40.0 a.f.</i>

2. Paragraph 6.a. of the Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*a. The completion by AI and acceptance by Westminster of lined storage pursuant to the terms of the Storage Agreement of storage amounts in excess of 3,000 acre feet; or*

3. Paragraph 6.f. of the Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*f. June 30, 2022; or*

3. Paragraph 12 of the Water Lease is amended by deleting the entire paragraph and replacing it with the following:

*12. By decree in Case No. 16CW3186, Westminster has changed the use of the BDC Shares to municipal uses. AI agrees that it will not oppose, but will cooperate with the City on, any actions filed in the water court or administrative or other proceedings for approval of the City's request for a change of use of the BDC Shares, including, but not limited to, an application involving a change of water right, alternate point of diversion, appropriative rights of exchange or other water court applications involving the BDC shares, and/or any amendment to the decree in Case No. 16CW3186.*

4. All remaining paragraphs of the Water Lease, not specifically mentioned above, shall remain in full force and effect and are in no way modified or revised by this First Amendment.

5. This First Amendment shall in no way modify or revise any portion of the Storage Agreement between the Parties.



**CITY OF WESTMINSTER**

DocuSigned by:  
Donald M Tripp  
Donald M. Tripp, City Manager

Attest:

DocuSigned by:  
Michelle Parker  
City Clerk

Approved as to Legal Form:

DocuSigned by:  
Kristin Decker  
City Attorney's Office

**AGGREGATE INDUSTRIES-WCR, INC.**

[Signature]

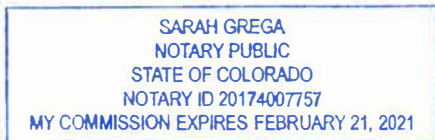
John Conlin, General Manager, Mountain Region

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.  
)

The foregoing instrument was acknowledged before me this 12 day of October, 2019 by John Conlin, as P.G.M. of Aggregate Industries-WCR, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission expires: 2/21/21



[Signature]  
Notary Public

## Dedication of Water Rights to the

### Aggregate Industries Combined Substitute Supply Plan

Aggregate Industries – WCR, Inc. (AI), is the owner of 13.5 shares of the Whitney Ditch Company (which are associated with the W.W. Farms Pit, DRMS Permit No. M-99-098), and 96 shares of the Fulton Irrigating Ditch Company (which are not associated with any specific site but rather are associated generally with the entire AI Combined Substitute Water Supply Plan (CoSSP)). AI hereby affirms that the above water rights will be dedicated solely to the AI CoSSP for as long as there are depletions at the associated gravel pits or until such time as another replacement source is obtained. The water rights will not be sold, leased, or traded to others during the term of this dedication. This dedication supersedes the previous dedication dated January 25, 2011.

Signature: \_\_\_\_\_

Title: REGIONAL MGR.

Date: 2/29/2012

STATE OF COLORADO )

)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of February, 2012, by Michael C. Defer, Environmental & Land Services Manager for Aggregate Industries - WCR, Inc.

My commission expires: 2-26-13

Witness my hand and official seal.



Connie N. Davis

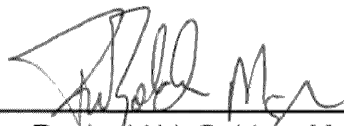
Notary Public

**Dedication of Water Rights to the  
Fredstrom Pit Substitute Water Supply Plan**

Golden Land Company, LLC, as the owner of 5/12ths interest in the Zweck & Turner Ditch, hereby affirm that a pro-rata share (as pro-rata is defined below) of said water rights will be dedicated solely to the Fredstrom Pit Substitute Water Supply Plan for as long as there are depletions at this gravel pit, until such time as another replacement source is obtained, or until the associated depletions are reduced requiring less water to be dedicated. This dedication is subject to the terms & conditions of Paragraph 10 of the Purchase and Sale Agreement between Aggregate Industries- WCR, Inc & Golden Land Company, LLC dated March 13, 2018, which makes available for mining operations a pro-rata share of the water rights appurtenant to the property based on the ratio of mined acres to total farmable acres; the remaining pro-rata share of the water rights not used for mining may continue to be used for irrigation of the property. Other than as allowed by the aforementioned Purchase and Sale Agreement, the water right will not be sold, leased, or traded to others during the term of this dedication.

Dated: 4/23/19

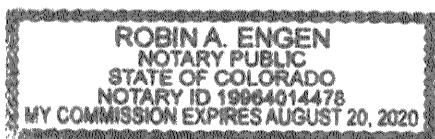
GOLDEN LAND COMPANY, LLC

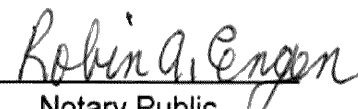
By   
Reginald V. Golden, Manager

STATE OF COLORADO     )  
  ) ss  
COUNTY OF BOULDER     )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2019, by Reginald V. Golden as Manager of Golden Land Company, LLC.

Witness my hand and official seal.



  
Notary Public

**DIVISION OF RECLAMATION, MINING AND SAFETY**

Department of Natural Resources

1313 Sherman St., Room 215

Denver, Colorado 80203

Phone: (303) 866-3567

FAX: (303) 832-8106

Bill Ritter, Jr.  
GovernorJames B. Martin  
Executive DirectorLoretta E. Piñeda  
Director

April 30, 2010

Lafarge West, Inc.  
10170 Church Ranch Way, Ste. 200  
Westminister, CO 800210000

RE: Mining Operations with Exposed Ground water

To Whom It May Concern:

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

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

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

The Division has identified four approaches for operators:

1. File a financial warranty that will ensure backfilling of the pit to cover the exposed ground water to a depth of two feet above the static ground water level or,
2. Obtain a court approved augmentation plan prior to exposing ground water or,
3. File a financial warranty to cover the cost of installing a clay liner or slurry wall that meets the Division of Water Resources requirements for preventing ground water exposure or,
4. Obtain approval from the Division of Water Resources that acknowledges compliance with the SEO's requirements pursuant to § 37-90-137(11).

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

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

cc:	M2006064	Shields at Fossil Creek Mine	M1983031	Stromquist Pit
	M1994002	Andrews S & G #5 (Burlington Pit)	M1974072	Chantala Pit
	M2006018	North Bank Resources	M1985218	Rich Pit
	M2006073	Sundance Sand and Gravel Resource	M1985206	Boone-Martin Pit
	M2009082	Parsons Mine	M1995022	Andrews #2
	M1977081	Greeley West Pit	M1990144	Boone-Fillmore Pit
	M2003091	Duckworth Pit	M1997087	Hartman Pit
	M2000113	Mamm Creek Sand & Gravel	M2001094	Shaw Pit
	M2001090	River Valley Resource	M2002009	Beeman Pit #1
	M2000016	Riverbend Operation	M1981307	Fountain Pit
	M1979134	Powers Pit	M1977439	Home Office Mine
	M1977036	Greeley 35th Ave Pit	M1979191	Three Bells Pit
	M2000034	Reichert Pit	M1982182	Port of Entry Pit
	M2001051	North Taft Hill Expansion Site	M2002081	Overland Ponds
	M1974015	Lyons Pit	M1981088	McCoy Pit
	M1974004	Specification Aggregates Quarry	M1982034	Miller Pit
	M1987176	Hamm Pit	M1996082	Blair Mesa Pit
	M1988042	Cottonwood Pit	M1980136	Chambers Pit
	M1990112	State Pit	M1977098	Sievers Pit
	M1979002	North Delta Pit	M1983013	Latham - Burkett Pit
	M1979159	Brose Pit	M1979097	East Rigden Pit
	M1998014	Gypsum Ranch Pit	M1991035	Bluestone Pit
	M1999088	Kyger Pit	M1986159	Courtner Pit
	M1998075	Andrews #3 (Mock Pit)	M1974070	Nelson Pit
			M2000002	Tanabe Pit
			M1994045	Bluestone Pit
			M1986079	M & G Pit



**ADMINISTRATION PROTOCOL**  
**Dry-Up of Irrigated Land**  
**Division One – South Platte River**

As required by either a decreed change of water rights or a substitute water supply plan, a source of irrigation water may be either permanently or temporarily removed from a parcel of land in order to make the historical consumptive use portion of that water supply available for other uses, typically augmentation. This protocol addresses the documentation required to administer the effective “dry-up”. To the extent that one or more of the following directives are in direct contradiction with a decree of the court, the terms of the decree must be followed.

**Permanent Dry-up Covenant**

1. Must be decreed by the court.
2. Must be filed with clerk and recorder’s office for the county wherein the land is located.
3. Must email a GIS shapefile to [Div1Accounting@state.co.us](mailto:Div1Accounting@state.co.us) that includes case number, WDID, and total acreage permanently dried-up, along with any accompanying metadata. The shapefile must be in NAD83 datum, UTM projection, Zone 13North.
4. Must address the issue of noxious weeds as required by §37-92-305(4.5)(a), C.R.S. and/or other county or local ordinances. (DWR is not authorized to administer the issue of noxious weeds; this statement is, therefore, simply informational).

**Temporary Dry-up Agreement**

1. May be made for a term that is not less than one irrigation season.
2. Unless otherwise stated in the approved SWSP, a written notification, reporting land of intended dry-up, must be submitted prior to April 1 of each irrigation season to the division engineer, water commissioner and [Div1Accounting@state.co.us](mailto:Div1Accounting@state.co.us). Along with the written notification, a GIS shapefile reflecting the land of intended dry-up must be submitted. The shapefile must be emailed to [Div1Accounting@state.co.us](mailto:Div1Accounting@state.co.us). The shapefile shall include case number, WDID, and acreage of dry-up, along with any accompanying metadata. The shapefile must be in NAD83 datum, UTM projection, Zone 13North.
3. Unless otherwise stated in the approved SWSP, a written affidavit, affirming land actually dried up, must be submitted prior to October 31 of each irrigation season to the division engineer, water commissioner and [Div1Accounting@state.co.us](mailto:Div1Accounting@state.co.us). Along with the written affidavit, a GIS shapefile, reflecting the dried up acreage proclaimed in the affidavit, must be submitted. If the submitted affidavit indicates that the intended and actual dry-up acreages are identical, then no GIS shapefile is required. The shapefile must be emailed to [Div1Accounting@state.co.us](mailto:Div1Accounting@state.co.us). The shapefile shall include case number, WDID, and acreage of dry-up, along with any accompanying metadata. The shapefile must be in NAD83 datum, UTM projection, Zone 13North.
4. Once written notice has been made to the division engineer and/or water commissioner, the dry-up requirement is irrevocable during the current irrigation season regardless of whether or not the water associated with the historical consumptive use is actually used.

# ADMINISTRATION PROTOCOL

## Augmentation Plan Accounting

### Division One – South Platte River

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

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

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

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

- iv. The well meter serial readings for each meter shall be included if there is more than one meter on a well.
- b. Each **recharge site** must comply with the *Administration Protocol - Recharge* and must report the:
  - i. daily volume in AF diverted into the site;
  - ii. monthly volume in AF released from the site;
  - iii. monthly net evaporative loss in AF;
  - iv. volume of water in AF remaining at the end of the month.
- c. The accounting must identify each source of **fully consumable replacement water** actually delivered to the location impacted by the depletions. To demonstrate the water was actually delivered to the required location will require the following information:
  - i. the originating source of the water, date released and volume of water released;
  - ii. transportation losses to point of diversion or use, if any, using stream loss factors approved by the water commissioner;
  - iii. the volume of water actually delivered on a daily basis past any surface water diversion that was sweeping the river as corroborated by the water commissioner.

(See *Administration Protocol – Delivery of Water* for more details on delivering water.)
- d. For each source of **replacement water that has been “changed”** for use as a source of augmentation, such as changed reservoir shares, ditch bypass credits or credits from dry-up, etc., the following input information must be reported:
  - i. the basis and volume of the return flow obligation;
  - ii. the location the changed water was historically used; this will be the location used to determine the timing of the return flow impact on the river.
- 4. The accounting must include a monthly **projection** of the plan’s operation at least through March 31 of the next calendar year.
- 5. The accounting must include all input and output files associated with **modeling the delayed impact** of diversions. The output from the modeling must report to a summary table that shows, by month, the ongoing depletions associated with pumping, return flow obligations, etc. and accretions from recharge operations.
- 6. A **net impact** summary must show the out-of-priority depletions, accretions from each recharge site, volume of replacement water actually delivered to the location of the depletions and the resultant net impact on **a daily basis**. If necessary, the net impact must be done by river reach.

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

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

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

7. The basis for determining that the depletions are **out-of-priority** must be clearly established and all steps in the calculation included in the accounting. The analysis may be done, unless otherwise limited by decree, for each well or groups of wells, provided the most junior water right associated with the group of wells is used as the reference water right for the group’s out-of-priority status.
8. Accounting must include **actual information** for the irrigation year through the month for which the accounting is being submitted **AND projections** of the plan operation through March 31 of the next calendar year.
9. The following **naming convention** must be used for all files submitted pursuant to item 1:

“Plan**WDID**\_YYMMDD”

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

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

“0103333\_040515.xls”

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

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

11. If a well is covered in multiple SWSP's or augmentation plans, the monthly meter readings must be the same in the accounting for each plan covering the subject well. The accounting for every plan covering the well shall state the proportionate pumping amount covered by each plan to assure all out-of-priority depletions are replaced.
12. The following additional accounting is required for sources of replacement water used for more than one plan. The water right owner of the replacement water is responsible for accounting for the total replacement amount and how much each plan is using of that total amount. The accounting for portions of the replacement water by other users must match the accounting of the water right owner. The amount of replacement water used by the water right owner and other users together shall not exceed the total replacement amount available.

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



ADMINISTRATION PROTOCOL  
*Use Of Replacement Sources Not Specifically Identified  
In An SWSP Or Augmentation Plan*  
Division One – South Platte River

This protocol addresses the minimum standards required for use of a source of replacement water not specifically described in an SWSP or augmentation plan.

- Request to the Division Engineer and Water Commissioner must be in writing and must include:
  - the augmentation plan or SWSP provision in the purchasers plan that allows an unnamed source to be added to the plan for credit
  - the decree provision or SWSP provision in the sellers plan that allows water to be sold for use in the purchasers plan
  - the annual and monthly amount of water available from the water right to be used for replacement
  - the location at which the water will be delivered to the stream
  - a lease agreement between the seller and purchaser of the replacement water
- Applicant shall have written approval from the Division Engineer or Water Commissioner before an unnamed source is added to an augmentation plan or SWSP.
- Applicant must comply with the Augmentation Plan Accounting Protocol and, if appropriate, the Delivery of Water Protocol.

This protocol is subordinate to any decreed language addressing specific situations.