COLORADO
Division of Water Resources
Department of Natural Resources

April 15, 2021

David Heintz
Bishop-Brogden Associates
333 West Hampden Avenue, Suite 1050
Englewood, CO 80110

RE: Rich Pit Substitute Water Supply Plan, M-85-218
SE ¼, Sec. 34, T20S, R63W, 6th P.M.
NW ¼, Sec. 2, T21S, R63W, 6th P.M.
Water Division 2, Water District 14
SWSP ID 550, WDID 1407808

Approval Period: April 1, 2021 through March 31, 2022
Contact Information: 303-806-8952; dheintz@bbawater.com

Dear Mr. Heintz:

We have received your letter dated January 31, 2020, requesting renewal of the above referenced substitute water supply plan ("SWSP") in accordance with Section 37-90-137(11), C.R.S., to replace depletions caused by an existing gravel mining operation owned by Martin Marietta Materials ("Applicant"). The required fee of $257 for the renewal of this SWSP has been submitted (receipt no. 3696755). The original SWSP was approved on May 18, 2000 and it was most recently approved in a letter dated April 10, 2020 for the period April 1, 2021 through March 31, 2022.

SWSP OPERATION

The Rich Pit is located in portions of the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 34, Township 20 South, Range 63 West of the 6th P.M. Martin Marietta Materials ("MM" or "Applicant") acquired the site from Lafarge West Inc. ("Lafarge") at the end of 2011. The Rich Pit has been inactive since 2001. Mining operations on the site are expected to resume in April 2021.

Consumptive use under this SWSP will consist of evaporation from exposed groundwater, mining and washing of material, dust suppression, concrete batching and pumping of a permitted sanitary well on the site.

DEPLETIONS

The Rich Pit comprises two areas; the Active PIt Site and the Wash Pond Site. Under this SWSP, material will be mined from the Active Pit Site and delivered to the Wash Pond Site for washing. Pond evaporation from the Active Pit (16.7 exposed acres plus 3000 feet of 5 foot wide dewatering trenches totaling 17.0 acres). Additionally, MM has constructed two silt ponds and a fresh water pond at the Wash Pond Site totaling 1.89 acres of exposed groundwater (see Figure 1).

Permit No. 45995-F (WDID 1406466) was issued for the Active Pit for exposure of ground water, dust suppression, product retention, and concrete batching. A well, Permit No. 66042-F (WDID 1405128), is used for sanitary and miscellaneous purposes connected with the Rich Pit.

Description	WDID	Location
Active Pit (# 45995-F)	1406470	SE ¼, Sec. 34
Well Permit No. 66042-F	1405128	NE ¼, Sec. 33

Water losses in the mined material at the Active Pit have been estimated to be 6.63 acre-feet, based on a projected 450,000 tons of mined material and a 2% moisture content. The moisture content is less than wet mining (4% loss) due to the fact that the pit is dewatered.

Water losses from washing the material at the Wash Pond Site have been estimated to be 6.63 acre-feet, based on an additional loss of water of 2% by weight of the total mined material.

A Glover analysis was utilized to determine lagged depletions to the stream from the consumptive use of ground water described above. The Glover analysis utilized the following parameters:

	Active Pit	Wash Pond
Specific Yield	0.2	0.2
Distance to the Stream, X (ft)	864	1,400
Distance to No-Flow Boundary, W (ft)	4,121	2,650
Transmissivity (gpd/ft)	80,000	80,000

Based on these parameters, modeling was prepared for the exposed surface area from April 2020 through March 2021 as shown in Tables 1 and 2. The lagged depletion analysis uses the previously used approach to account for all lagged depletions prior to March 2016. According to the analyses, 95.27 acre-feet of lagged depletions will occur during this plan year. This total is made up of 82.47 acre-feet of depletions due to the Active Pit, 12.47 acre-feet of depletions due to the Wash Pond Site and 0.33 acre-feet of depletions from the Sanitary Well (see Table 3).

Water used for dust suppression at the Active Pit Site and Wash Pond Site will be pumped from the existing 16.7 acre unlined pond or the dewatering trench located on the Active Pit Site. MM expects to use approximately 5.81 acre-feet of water for dust suppression. The concrete batching plant, which is expected to come online in July 2021, is estimated to use 13.45 acre-feet of water.

The total calculated depletion for this plan is 95.27 acre-feet.

REPLACEMENTS

The source of replacement water is a water lease between Donala Water and Sanitation District ("Donala") and MM (attached). The term of the lease is from March 25, 2021 through March 31, 2023. If replacement water is released from an upstream source, the Applicant will need to account for transit losses as required by the Division Engineer or Water Commissioner. The replacement water will be delivered at the point of discharge of the Upper Monument Creek Regional Waste Water Treatment Facility to Monument Creek. Deliveries on Fountain Creek are

subject to daily administration by the local Water Commissioner, and actual transit losses on Fountain Creek shall be determined by the Fountain Creek Transit Loss Model. There are additional Transit Losses from the Arkansas River and Fountain Creek Confluence that will need to be determined on any water delivered from Fountain Creek.

The lease of 135 acre-feet with Donala will provide sufficient replacement water for the calculated depletions of 95.27 acre-feet at the Rich Pit for the plan year.

In accordance with the letter dated April 30, 2010 from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), a source of renewable long-term replacement water sufficient to cover evaporative depletions has been secured for this plan. At this time, Martin Marietta plans to proceed with the option to mitigate long-term injurious stream depletions that result from mining-related exposure of ground water according to the original plan submitted by LaFarge to install a slurry wall liner for use as water storage for lining and/or backfilling the pit. The Rich Pit has a bond totaling $344,500 to cover the cost of the remediation (Bond No. 44284559).

CONDITIONS OF APPROVAL

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

1. This current plan shall be valid April 1, 2021 through March 31, 2022 unless otherwise revoked or superseded by decree. If this plan will not be decreed by a water court action by the plan's expiration date, a renewal request must be submitted to this office and the Division 2 office (Bethany Arnold at Bethany.Arnold@state.co.us) with the statutory fee (currently $257) no later than February 1, 2022.

2. A well permit was obtained for the current use and exposed pond surface area of the gravel pit in accordance with §37-90-137(2) and (11), C.R.S., permit no. 45995-F, and this permit remains valid.

3. The exposed ground water surface areas, consumption of water, and river depletions due to the operation of this plan may not exceed those listed in Tables 1, 2, and 3, unless a new application is submitted to this office. Documentation of pond size may be required by the Division Engineer in the form of an aerial photo evaluation or survey by a Professional Land Surveyor during the plan year, or in years covered by subsequent renewals of this plan.

4. The total amount of product mined at the Rich Pit shall not exceed 450,000 tons per year, which results in 6.63 acre-feet of water lost with product and 6.63 acre-feet of water lost to washing.

5. Well Permit No. 66042-F (WDID 1405128) shall not pump more than 0.333 acre-foot during the approval period, unless a new SWSP is approved allowing such.

6. All releases of replacement water must be sufficient to cover depletions as given on the attached tables and as calculated monthly based on pumping of Well Permit No. 66042-F (WDID 1405128) and made under the direction and/or approval of the Division Engineer and District 14 Water Commissioner.

7. Replacement water provided for this SWSP releasing effluent from the Upper Monument Creek Regional Waste Water Treatment Facility must be entered into the Fountain Creek Transit Loss Model and shall be tracked from the point of entry into the model domain until the water is delivered. **Deliveries on Fountain Creek are subject to daily administration by the local Water Commissioner, and actual transit losses on Fountain Creek shall be determined by the Fountain Creek Transit Loss Model. Applicant must account for additional transit losses from the Confluence of the Arkansas River and Fountain Creek to the point of depletion.**

8. The Applicant must continue to replace out-of-priority depletions to senior surface water rights in Colorado and depletions to usable Stateline flows occurring after the expiration date of this SWSP that result from the consumption of groundwater during the approval period of this SWSP.

9. All diversions must be measured in a manner acceptable to the Division Engineer and in accordance with the "Amendments to Rules Governing the Measurement of Tributary Ground Water Diversions Located in the Arkansas River Basin".

10. The Applicant shall provide accounting of water in this SWSP on a monthly basis, including excavated area, area of actual ground water exposure, pumping, stream depletions, and replacement water deliveries. The accounting must be submitted to the Division Engineer via the online submittal tool. Accounting must be submitted within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.

11. The approval of this SWSP does not relieve the applicant and/or the 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. If reclamation of the mine site will produce a permanent water surface exposing groundwater to evaporation, an application for a plan for augmentation must be filed with the Division 2 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 from mining and dewatering shall continue until there is no longer an effect on stream flow.

12. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, the Applicant shall obtain and present to this office an alternate source of replacement water.

13. In accordance with amendments to §25-8-202(7), C.R.S., and "Senate Bill 89-181 Rules and Regulations" adopted on February 4, 1992, the State Engineer shall determine if the 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.

14. 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 this SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, 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 questions, please contact Melissa van der Poel of this office or Joseph Regur in the Division 2 office in Pueblo at (719) 542-3368.

Sincerely,

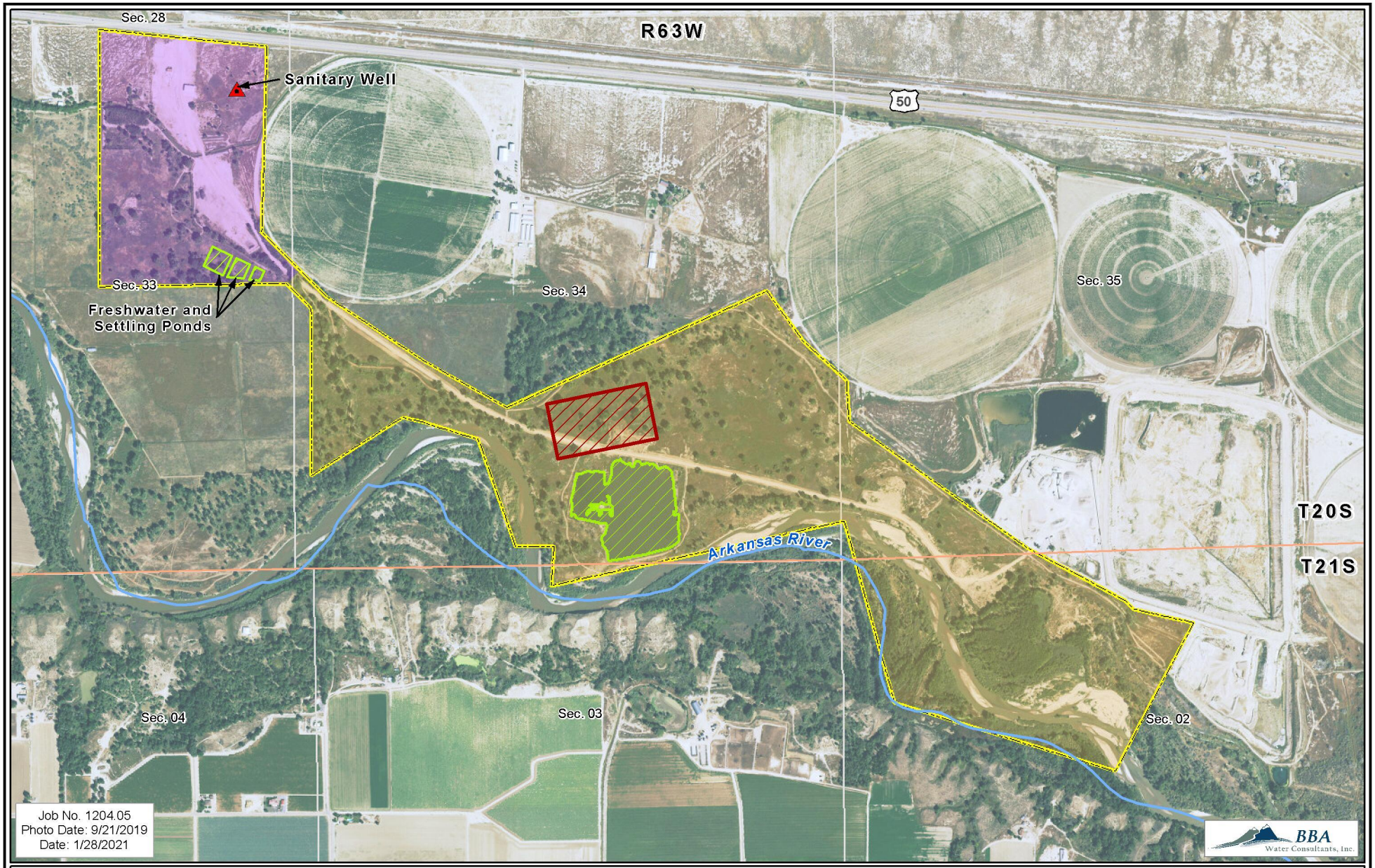
Melissa A. van der Poel

Melissa van der Poel, P.E.
Team Leader, Team 237

Attachments: Figure 1
Tables 1-3
Donala Water Lease Agreement

ec: Division 2 SWSP Staff
Steve Stratman, District 14/15 Water Commissioner
Doug Hollister, North Regional Team Leader, Districts 10,14,15
Division of Reclamation, Mining and Safety

MvdP: M-85-218 Rich Pit 2021-22



Legend

- Proposed Mining Area
- Exposed Surface Area
- Active Pit Site
- Wash Pond Site
- Rich Pit Permit Boundary

Figure 1
Rich Pit
General Location Map

N
W E
S

1 inch = 0.25 miles

0 0.125 0.25

Miles

Overview Map

Table 1
Martin Marietta Rich Pit
2021-2022 Active Pit Projected Depletions

Month	Percent of Annual Evaporation (%) [1]	Gross Evaporation Rate (ft) [2]	Average Precipitation (ft) [3]	Effective Precipitation (ft) [4]	Net Evaporation Rate (ft) [5]	Active Pit Exposed Surface Area (ac) [6]	Net Evaporation Depletions (ac-ft) [7]	Aggregate Production (tons) [8]	Aggregate Production Consumption (ac-ft) [9]	Dust Suppression (ac-ft) [10]	Batch Plant (ac-ft) [11]	Total Production Depletions (ac-ft) [12]	Total Depletions (ac-ft) [13]	Lagged Depletions (ac-ft) [14]
Apr-21	9.0%	0.38	0.10	0.07	0.30	17.0	5.11	37,500	0.55	0.37	0.00	0.92	6.03	4.49
May-21	12.0%	0.50	0.12	0.09	0.41	17.0	6.99	37,500	0.55	0.38	0.00	0.93	7.92	6.12
Jun-21	14.5%	0.60	0.11	0.08	0.52	17.0	8.86	37,500	0.55	0.74	0.00	1.29	10.15	7.87
Jul-21	15.0%	0.63	0.16	0.11	0.51	17.0	8.69	37,500	0.55	0.76	1.52	2.84	11.53	9.41
Aug-21	13.5%	0.56	0.17	0.12	0.44	17.0	7.50	37,500	0.55	0.76	1.52	2.84	10.33	9.64
Sep-21	10.0%	0.42	0.07	0.05	0.37	17.0	6.30	37,500	0.55	0.74	1.47	2.76	9.07	9.16
Oct-21	7.0%	0.29	0.06	0.04	0.25	17.0	4.26	37,500	0.55	0.76	1.52	2.84	7.10	8.12
Nov-21	4.0%	0.17	0.04	0.03	0.14	17.0	2.39	37,500	0.55	0.37	1.47	2.39	4.78	6.60
Dec-21	3.0%	0.13	0.03	0.02	0.11	17.0	1.87	37,500	0.55	0.19	1.52	2.26	4.14	5.58
Jan-22	3.0%	0.13	0.03	0.02	0.11	17.0	1.87	37,500	0.55	0.19	1.52	2.26	4.14	5.14
Feb-22	3.5%	0.15	0.03	0.02	0.13	17.0	2.22	37,500	0.55	0.17	1.37	2.10	4.31	4.97
Mar-22	5.5%	0.23	0.07	0.05	0.18	17.0	3.07	37,500	0.55	0.38	1.52	2.46	5.52	5.37
Total	100%	4.17	1.00	0.70	3.47	-	59.13	450,000	6.63	5.81	13.45	25.89	85.02	82.47

Notes:
[1] Monthly percentages determined in SB89-120 for elevations below 6,500 feet.
[2]Based upon NOAA Technical Report NWS 33, Evaporation Atlas for the Contiguous 48 United States.
[3] Based upon the Western Regional Climate Center Station for Pueblo, CO (056740) for the time period 1954-2005.
[4] Effective precipitation = [3] x 0.7.
[5] Net evaporation rate = [2] - [4].
[6] Total exposed surface area based on review of aerial photography.
[7] Net evaporation depletions = [5] x [6].
[8] Projected mining tonnage provided by Martin Marietta.
[9] Aggregate will be mined from a dewatered state. Water removed with mined aggregate is equal to 4.8 gallons/ton (2% of total mined volume) as defined by the SEO's Gravel Pit SWSP Guidelines. Therefore, [8] is equal to the projected crushed and washed aggregate production (in tons), multiplied by 4.8 gallons/ton, divided by 325,851 to convert gallons to acre-feet.
[10] Projected dust suppression water use provided by Martin Marietta.
[11] Projected concrete batch plant water use provided by Martin Marietta.
[12] Equals [9] + [10] + [11].
[13] Equals [7] + [12]
[14] Reflects real time lagged depletions due to evaporation based on two Glover analyses:
All depletions incurred through March 2016 are lagged using a stream depletion factor of 7.3 days
All depletions incurred after March 2016 are lagged based upon the following parameters: x= 864 ft, W= 4,121 ft, s= 0.2, T= 80,000 gpd/ft

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Table 2
Martin Marietta Rich Pit
2021-2022 Wash Pond Projected Depletions

Month	Percent of Annual Evaporation (%) [1]	Gross Evaporation Rate (ft) [2]	Average Precipitation (ft) [3]	Effective Precipitation (ft) [4]	Net Evaporation Rate (ft) [5]	Exposed Surface Area (ac) [6]	Net Evaporation Depletions (ac-ft) [7]	Aggregate Washing Consumption (ac-ft) [8]	Total Depletions (ac-ft) [9]	Lagged Depletions (ac-ft) [10]
Apr-21	9.0%	0.38	0.10	0.07	0.30	1.89	0.57	0.55	1.12	0.49
May-21	12.0%	0.50	0.12	0.09	0.41	1.89	0.77	0.55	1.33	0.86
Jun-21	14.5%	0.60	0.11	0.08	0.52	1.89	0.98	0.55	1.54	1.15
Jul-21	15.0%	0.63	0.16	0.11	0.51	1.89	0.96	0.55	1.52	1.35
Aug-21	13.5%	0.56	0.17	0.12	0.44	1.89	0.83	0.55	1.38	1.41
Sep-21	10.0%	0.42	0.07	0.05	0.37	1.89	0.70	0.55	1.25	1.39
Oct-21	7.0%	0.29	0.06	0.04	0.25	1.89	0.47	0.55	1.02	1.27
Nov-21	4.0%	0.17	0.04	0.03	0.14	1.89	0.26	0.55	0.82	1.10
Dec-21	3.0%	0.13	0.03	0.02	0.11	1.89	0.21	0.55	0.76	0.95
Jan-22	3.0%	0.13	0.03	0.02	0.11	1.89	0.21	0.55	0.76	0.86
Feb-22	3.5%	0.15	0.03	0.02	0.13	1.89	0.25	0.55	0.80	0.81
Mar-22	5.5%	0.23	0.07	0.05	0.18	1.89	0.34	0.55	0.89	0.83
Total	100%	4.17	1.00	0.70	3.47	-	6.56	6.63	13.19	12.47

Notes:
[1] Monthly percentages determined in SB89-120 for elevations below 6,500 feet.
[2]Based upon NOAA Technical Report NWS 33, Evaporation Atlas for the Contiguous 48 United States.
[3] Based upon the Western Regional Climate Center Station for Pueblo, CO (056740) for the time period 1954-2005.
[4] Effective precipitation = [3] x 0.7.
[5] Net evaporation rate = [2] - [4].
[6] Total exposed surface area based on silt pond and fresh water pond areas expected by Martin Marietta.
[7] Net evaporation depletions = [5] x [6].
[8] Aggregate will be mined from a the Active Pit and then washed on the Wash Pond site. Water used from washing mined aggregate is equal to 4.8 gallons/ ton (2% of total mined volume) as defined by the SEO's Gravel Pit SWSP Guidelines. Therefore, [8] is equal to the projected mined production (in tons), multiplied by 4.8 gallons/ton, divided by 325,851 to convert gallons to acre-
[9] Equals [7] + [8].
[10] Reflects real time lagged depletions due to evaporation based on two Glover analyses:
All depletions incurred through March 2016 are lagged using a stream depletion factor of 120 days
All depletions incurred after March 2016 are lagged based upon the following parameters: x= 1,400 ft, W= 2,650 ft, s= 0.2, T= 80,000 gpd/ft

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Table 3
Martin Marietta Rich Pit
2021-2022 Water Balance
(all values in ac-ft)

Month	Active Pit Lagged Depletions [1]	Wash Pond Lagged Depletions [2]	Sanitary Well Pumping [3]	Total Depletions [4]	Lease Water [5]	Lease Water Transit Loss [6]	Net Accretions (+) or Depletions (-) to Arkansas River [7]
Apr-21	4.49	0.49	0.03	5.01	5.09	0.08	0.00
May-21	6.12	0.86	0.03	7.00	7.11	0.11	0.00
Jun-21	7.87	1.15	0.03	9.05	9.19	0.14	0.00
Jul-21	9.41	1.35	0.03	10.78	10.95	0.16	0.00
Aug-21	9.64	1.41	0.03	11.08	11.25	0.17	0.00
Sep-21	9.16	1.39	0.03	10.57	10.74	0.16	0.00
Oct-21	8.12	1.27	0.03	9.42	9.57	0.14	0.00
Nov-21	6.60	1.10	0.03	7.73	7.85	0.12	0.00
Dec-21	5.58	0.95	0.03	6.56	6.66	0.10	0.00
Jan-22	5.14	0.86	0.03	6.03	6.12	0.09	0.00
Feb-22	4.97	0.81	0.03	5.81	5.91	0.09	0.00
Mar-22	5.37	0.83	0.03	6.22	6.32	0.09	0.00
Total	82.47	12.47	0.33	95.27	96.75	-	0.00

Notes:
[1] Lagged depletions for Active Pit calculated in Table 1.
[2] Lagged depletions for Wash Pond calculated in Table 2.
[3] Amount of estimated use from sanitary well based upon Martin Marietta projections.
[4] Total depletions at Rich Pit = [1] + [2] + [3].
[5] Lease water for replacement of depletions.
[6] A 1.5% transit loss is assessed to the lease water assuming the releases will be made from Pueblo Reservoir.
[7] Net effect to the Arkansas River = [5]-[6]-[4].

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WATER LEASE

THIS WATER LEASE is made this March 25, 2021, between Donala Water and Sanitation District, a Colorado special district, 15850 Holbein Drive, Colorado Springs, Colorado 80921, as lessor ("Donala"), and Martin Marietta Materials, Inc., a North Carolina corporation, with a place of business at 1627 Cole Blvd, Suite 200, Lakewood, CO 80401, Colorado, ("Martin Marietta"), as lessee.

WHEREAS, Donala serves its potable water customers water derived from, among other sources, nontributary and not nontributary ground water from the Denver Basin aquifers, and discharges treated reusable effluent resulting from such use to Monument Creek at the Upper Monument Creek Regional Waste Water Treatment Facility; and

WHEREAS, subject to its own needs within its district boundaries, and prior leases of reusable effluent ("Prior Obligations"), Donala has and will have reusable effluent available for use in varying amounts from time to time during the next two years ("Lease Water"); and

WHEREAS, Martin Marietta owns and operates the Rich Pit in Pueblo County, and has a need for augmentation water in the Arkansas River to replace evaporative depletions and to support gravel mining operations at the Rich Pit according to a substitute water supply plan to be requested by Martin Marietta.

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donala and Martin Marietta agree:

1. Donala leases to Martin Marietta and Martin Marietta leases from Donala up to 135 acre-feet of Lease Water per year, not to exceed 16 acre-feet in any month. The Lease Water is available from time to time in varying quantities after meeting Prior Obligations. Donala does not guarantee the availability of any quantity of water at any given time, but Martin Marietta shall receive the first increment of reusable effluent after Donala's Prior Obligations and only upon making a specific request to Donala for Lease Water in a given month. Notwithstanding the foregoing, Donala shall not be required to deliver the Lease Water when delivery of the Lease Water would cause Donala to have insufficient water to meet its requirements under any plan for augmentation; or during "force majeure" situations.

2. The term of this Water Lease is from the date above through March 31, 2023. The Water Lease may be extended for one year commencing on April 1, 2023 and ending on March 31, 2024 so long as the one year extension is approved by the Parties and specifically by the Donala Water and Sanitation District Board of Directors.

3. Martin Marietta shall pay as rent $300 per acre foot of Lease Water it requests as delivered at the outfall of the Upper Monument Creek Regional Waste Water Treatment Facility. Donala will bill Martin Marietta for all Lease Water delivered on a monthly basis, and payment is due within 30 days. Martin Marietta is responsible for arranging delivery from the place of delivery to its place of use, and shall bear all transit loss.

4. The place of delivery of such Lease Water will be at the point of discharge of the Upper Monument Creek Regional Waste Water Treatment Facility to Monument Creek. Martin Marietta shall incur any transit loss which occurs between the place of delivery and the ultimate place of use,

which is the Rich Pit point of depletion located on the Arkansas River in the SW1/4 of the SE1/4 of Section 34, Township 20 S, Range 63 W, 6th P.M. Donala, which is a participant in the USGS Transit Loss Model for Fountain Creek and Monument Creek, shall determine the transit loss between those two locations and Martin Marietta agrees to accept that determination.

5. The Lease Water shall meet the water quality requirements of the applicable CDPS discharge permit. Donala makes no other warranties or guarantees concerning either the quality of the Lease Water or the purposes for which the Lease Water is suitable.

6. The parties intend to coordinate as necessary to match deliveries of Lease Water to Martin Marietta's demand. Donala shall account for the Lease Water in its daily, weekly or monthly reports, as necessary. The contact person for day-to-day operations shall be:

Donala: Jeff Hodge, General Manager
15850 Holbein Drive
Colorado Springs, CO 80921

Martin Marietta:
1627 Cole Blvd, Suite 200
Lakewood, CO 80401

With copy to:
Legal Department, Martin Marietta Materials
4123 Parklake Avenue
Raleigh, NC 27612

7. Martin Marietta shall be responsible for obtaining all necessary approvals to use the Lease Water for its purposes, including obtaining approval of a substitute water supply plan. Donala shall reasonably cooperate with Martin Marietta to obtain necessary approvals, but such "reasonable fashion" does not include any matters which would require Donala to incur legal fees or engineering fees.

8. This Water Lease may be terminated by Donala in the event of non-payment of Lease Water when due hereunder. Donala shall provide five days written notice of termination for non-payment to Martin Marietta. If Martin Marietta shall fail to bring all payments current within ten days of such notice, this Water Lease shall terminate and Donala shall have no further obligations hereunder. This Water Lease may otherwise be terminated prior to the expiration of the term hereof only upon written consent of both Parties.

9. Nothing in this Water Lease shall be interpreted to give Martin Marietta any legal or equitable title to or in any of Donala's water or water rights.

10. This Water Lease constitutes the entire agreement between the parties pertaining to the subject matter described in it and supersedes any and all prior contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Water Lease shall be binding unless executed in writing by all parties.

11. Neither Party may assign this Water Lease or sublet the Lease Water without the prior approval of the other Party, which shall not be unreasonably withheld, conditioned or delayed. The terms and provisions of this Water Lease are binding upon the parties, their permitted successors and assigns.

12. No waiver or failure to act on the part of either Party to this Water Lease shall prevent such Party from later exercising their rights under this Water Lease.

13. This Water Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all Parties hereto so long as at least one counterpart is executed by each Party.

14. This Water Lease shall be construed according to the law of the State of Colorado. In the event of a dispute between the parties which they cannot resolve between themselves, the venue for a lawsuit shall be proper in El Paso County, Colorado unless the dispute concerns a "water matter" as defined by Colorado law, in which case jurisdiction and venue shall be proper in the water court for Water Division 2, State of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Water Lease effective as of the date first set forth above.

DONALA WATER AND SANITATION DISTRICT

By: _____ 25 March 2021
Jeff Hodge, General Manager

MARTIN MARIETTA MATERIALS, INC.

By: _____
Abbott Lawrence, Division President