



June 7, 2023

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

Re: Holcim South Platte Combined Substitute Water Supply 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, 2023 through December 31, 2023
Contact information for Mr. Dains: 303-452-6611; jareddains@applegategroup.com

Dear Mr. Dains:

We have reviewed your letter dated December 30, 2022, requesting renewal of a substitute water supply plan (“SWSP”) 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 Holcim - WCR, Inc. (“Holcim” or “Applicant”, formerly known as Aggregate Industries - WCR, Inc.) 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 specified in Table A below. The required filing fee of \$3,084 (12 sites × \$257/site renewal fee) has been received (receipt nos. 10026258-10026269).

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 ^a	0203029	63281-F	No	5.6 ^b
Hazeltine Pit	South Platte	M-2004-031	0203030	63224-F	No	0
Brighton Pit	South Platte	M-1977-436	0203031	56993-F	No	1.0
Tucson South Pit	South Platte	M-2004-044	0203032	81342-F	No	3.0
Wattenberg Pit	South Platte	M-2004-051	0203034	78627-F	No	37.0
Platte Valley Pit	South Platte	M-1989-120	0203035	78626-F	No	63.8
Distel Pit	St. Vrain	M-1989-029	0503000	67433-F & 76960-F	No	N/A ^c
Tull Pit	St. Vrain	M-1994-027	0603001	74831-F	No	4.0
Irwin-Thomas Pit	St. Vrain	M-2016-054	0505626	88168-F	No	1.0
Fredstrom Pit	St. Vrain	M-2001-016	0505629	86019-F	No	0
W.W. Farms Pit	Lower Poudre	M-1999-098	0303014	76207-F	No	64.0
F-Street Pit	Lower Poudre	M-1992-069	0303015	67989-F	No	26.2

^a 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. The Applicant 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.

^b 5.6 acres exposed after December 31, 1980 and 14.7 acres exposed prior to January 1, 1981.

^c 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 for each of the mining sites is identified in Table B below and depicted on the attached “Figure 1–Aggregate Industries Combined SSP Vicinity Map”.

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. The East 8th Street Pit (M-2000-082, WDID 0303016) is no longer a part of this Combined SWSP. Holcim sold the East 8th Street Pit to Superior Oilfields and as of November 2012 this pit is no longer covered by Holcim. All depletions impacting the river are now covered under the East 8th 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 Tucson Pit (Rogers Reservoir, WDID 0203917) has been lined with a slurry wall and has obtained SEO liner approval. All post-pumping depletions associated with the Tucson Pit have been replaced under previous SWSPs. The remaining 2.0-acre pond is located within the permit 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. These two sites were incorporated into this SWSP starting in 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 (“pre-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: Resource extraction at the Hazeltine Pit has 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. The Applicant was required to install and operate the Orr Drain to reduce mounding of groundwater associated with the installation of the slurry wall at the site. According to the Applicant, the Orr Drain must continue to operate until the DRMS Permit is released. The Orr Drain currently intercepts groundwater seepage and surface flow in the Bull Seep, which are routed into the lined pit and subsequently pumped out to the Bull Seep and discharged to the South Platte River; the monthly difference between what is measured entering the pit and what is measured being pumped out is considered a depletion. Responsibilities for the Orr Drain have transferred over to the City of Thornton and will be included in their plan for augmentation decreed in case no. 18CW3158. January 2023 was the last month that depletions due to the Orr Drain were replaced under this SWSP. Depletions covered by this SWSP are limited to depletions due to Orr Drain inflows in January 2023 that were not pumped out in the same month and 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 2.0 acres was backfilled in 2020. Mining operations will not be considered to have ceased until the backfilling is complete.

Exposed Groundwater Surface: 1.0 acres
Active Dewatering: No

*Tucson South Pit
(South Platte
Mainstem)*

Status: Holcim intends to continue actively mining the Tucson South Pit during 2023. Depletions covered by this SWSP include water lost due to evaporation, aggregate production, slurry wall construction, landscape irrigation, and dust control.

Exposed Groundwater Surface: 3.0 acres (including 2.0 acres transferred from the Tucson Pit)
Active Dewatering: Yes

*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 2023.

Exposed Groundwater Surface: 37.0 acres

Active Dewatering: Yes

*Platte Valley Pit
(South Platte
Mainstem)*

Status: Mining operations at the Platte Valley Pit are not anticipated to occur in 2023, though reclamation activity consisting of backfilling portions of the site will continue in 2023. Holcim intends to import 1,400,000 tons of material mined at other sites to the Platte Valley Pit site for processing. The imported material will be washed with water withdrawn from exposed groundwater ponds on the site, therefore 2% of the weight of the imported material will be charged as a depletion. The initial moisture content of the material will be charged as depletions at the originating source, which may include sources operated by other entities. Depletions covered by this SWSP include water lost due to evaporation, aggregate processing, 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 with this SWSP and the well complies with the South Platte Well Measurement Rules. The Applicant submitted the attached "Figure 1— Platte Valley Pit 2021 Exposed Area" for verification of the area that has been exposed starting in 2019.

Exposed Groundwater Surface: 63.8 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, Holcim 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. Dewatering at the site ceased due to flooding in September 2013, and Holcim 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 2023. Depletions covered by this SWSP include water lost due to evaporation, dust control, aggregate production, and dewatering. The site will be dewatered continuously throughout 2023.

Exposed Groundwater Surface: 4.0 acres

Active Dewatering: Yes

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

Status: Mining operations are anticipated to begin at the Irwin-Thomas Pit in 2023. Water use at this site will consist of dewatering, evaporation from exposed groundwater, aggregate production, and dust control.

Exposed Groundwater Surface: 1.0

Active Dewatering: Proposed to start in 2023

*Fredstrom Pit
(St. Vrain River)*

Status: Mining operations are anticipated to be on hold at the Fredstrom Pit in 2023. There is no anticipated water use at this site in 2023, and there are no remaining lagged depletions to be replaced during this plan period. The Fredstrom Pit is included in this SWSP due to requirements of third-party agreements.

Exposed Groundwater Surface: 0 acres

Active Dewatering: No

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

Status: Mining operations at the W.W. Farms Pit (aka Riverview Resources) are anticipated to continue in 2023. Depletions covered by this SWSP include water lost due to evaporation, aggregate production, dust control, concrete batching, and dewatering. During the 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 2023. 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: 64.0 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 (including the washing of imported material), dust control, slurry wall construction, 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 /Slurry Wall Const.	Concrete Batching	Orr Drain Depletion	Total	Lagged Depletions	Lagged Dewatering Depletions Impacting the River	Total Depletions to be Replaced
Jeronimus Pit	15.00	0	0	0	0	15.00	15.57	0	15.57
Hazeltine Pit	0	0	0	0	0.86 ^b	0.86	0	37.78 ^c	39.99
Brighton Pit	2.73	0	0	0	0	2.73	4.85	2.17 ^c	7.01
Tucson South Pit	8.20	20.11 (1,366,538 tons)	2.51	0	0	30.82	25.71	0 ^d	25.71
Wattenberg Pit	108.38	0	0	0	0	108.38	107.81	0 ^d	107.81
Platte Valley Pit	169.15	20.11 (1,366,538 tons)	18.49	7.73	0	215.48	214.38	0	214.38
Distel Pit	0 ^a	0	1.54	0	0	1.54	1.54	0	1.54
Tull Pit	10.32	17.69 (601,050 tons)	0.99	0	0	29.00	26.73	0 ^d	26.73
Irwin-Thomas Pit	2.07	8.98 (305,000 tons)	8.98	0	0	17.80	7.69	0 ^d	7.69
Fredstrom Pit	0	0	0	0	0	0	0	0	0
W.W. Farms Pit	178.56	17.81 (605,127 tons)	0.99	7.24	0	204.60	203.24	0 ^d	203.24
F-Street Pit	71.79	0	0	0	0	71.79	71.79	0	71.79
Total	--	--	--	--	--	693.0	--	--	721.46

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

^b The depletion is the difference between the amount of water delivered into the pit and the amount of water pumped out of the pit each month. Responsibility for the Orr Drain Diversion transferred to the City of Thornton in February 2023, therefore Table C only includes the depletion from January 2023.

^c Lagged Dewatering Depletions, as shown in the table, are from past dewatering operations that have ceased but continue to impact the stream system.

^d 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 (gravel pit) to the river channel, 3) T - transmissivity of the alluvial aquifer (in gallons per day per foot) between the well (gravel pit) and the river, and 4) S - specific yield (0.2 was used for all sites). 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 2023” sheet.

Replacements

Lower Poudre River

Replacement Sources	Projected 2023 Yield (acre-feet)	Comments
Whitney Ditch	163.84	13.5 shares
Greeley Irrigation Company	32.96	Lease of 3 shares
Bucklen Pit	70.96	Annual lease of excess augmentation credit
City of Greeley	21.5	Lease

Note: Projected 2023 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

Holcim owns a total of 13.5 shares in the Whitney Ditch Company. The subject 13.5 shares were changed in case no. 1990CW23 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. 1990CW23; 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. 1990CW23.

The decree entered in case no. 1990CW23 relied on a ditch-wide analysis of the Whitney Ditch developed for and decreed in case no. 2008CW65. 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. 2002CW331, 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. 2002CW331, 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 Holcim’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 2023 plan period, Holcim will dedicate all 13.5 of their Whitney Ditch shares to this SWSP. For the purposes of this SWSP, the projected farm headgate delivery 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 2023 is projected to be approximately 163.84 acre-feet.

Holcim will utilize 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, 6th P.M. to return the water attributable to their Whitney Ditch shares to the Cache la Poudre River. A copy of the carriage agreement, dated March 23, 2023, authorizing the Applicant's use of this structure for the 2023 irrigation season is attached.

The location of the historically irrigated land to be dried up for the subject Whitney Ditch shares was 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 Farm #1 was removed from irrigation due to damage to the lateral serving the property. Therefore the entire farm is included as dry-up for all 13.5 shares dedicated to the plan in 2023. The share dedication dated February 29, 2012 remains valid and is attached.

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 is for the 2023 irrigation season. A copy of the lease, dated April 20, 2023, is attached. The share certificate numbers are #2476 (2 shares) and #2455 (1 share).

The GIC owns a 5/8th 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 amount, 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, Holcim is assuming that the GIC's 60 preferred rights in Fossil Creek Reservoir will not be available to GIC during WY2023. Excluding the Fossil Creek Reservoir component of the GIC deliveries, the projected farm headgate delivery of the 3 shares will equal 60.93 acre-feet per year (3 shares × 20.31 acre-feet/share), with a return flow obligation of 27.97 acre-feet. The total consumptive use credit for the 3 shares is therefore projected to equal 32.96 acre-feet for 2023.

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

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 2023. A copy of the lease, dated December 8, 2022, 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 71.20 acre-feet of excess credits during the 2023 irrigation season. According to the agreement, Bucklen Equipment Co. will lease to Holcim as needed any excess augmentation credit available during the 2023 irrigation season for use. At the time of execution of the agreement, it was anticipated that a total of 70.96 acre-feet of excess augmentation credit would be available for use in this SWSP. The Bucklen GIC shares will be delivered to the Cache la Poudre River at the 23rd Avenue and Fourth Street Return Station (WDID 0302318).

City of Greeley Lease

Holcim has entered into a water lease agreement with the City of Greeley under which Greeley will provide 21.5 acre-feet of fully consumable water for replacement purposes in February 2023. A copy of the lease agreement, dated January 19, 2023, is attached. The water is discharged to the Cache la Poudre River from the City's wastewater treatment plant.

St. Vrain River

Replacement Source	Projected 2023 Yield (acre-feet)	Comments
City of Longmont Lease	38.10	Annual lease
Lighthouse Cove Pond Recharge	12.81	1.5 shares Smith & Emmons Ditch and free river

City of Longmont Lease

Holcim has entered into a water lease agreement with the City of Longmont under which Longmont will provide up to 375 acre-feet annually of fully consumable water to offset depletions which may regularly occur during the mining of the Irwin-Thomas Pit. A copy of the lease agreement, dated October 1, 2021, is attached. Holcim has separately requested that the City of Longmont provide 9.7 acre-feet to offset depletions at Holcim’s other sites. Deliveries under this lease are available from either the outfall of Longmont’s municipal wastewater treatment plant or the confluence of Spring Gulch and Saint Vrain Creek. Deliveries will be made to St. Vrain Creek during the period of April through October 2023 pursuant to the attached delivery schedule.

Smith & Emmons Ditch/Lighthouse Cove Pond Recharge

Holcim owns 1.5 of 8 total outstanding shares in the Smith & Emmons Ditch Company. The 1.5 Smith & Emmons Ditch Company shares were historically used to irrigate 68 acres of pasture grass. The pro-rata diversions available at the farm headgate for the 1.5 shares used on the property were estimated to total 224.21 acre-feet per year, based on the average headgate diversions for the Smith & Emmons Ditch (WDID 0600553) for the years 1950 to 1998, assuming a 10% ditch loss. Using a Modified Blaney-Criddle analysis the potential crop consumptive use for the 68 acres was determined to be 108.7 acre-feet. Assuming a farm efficiency of 55%, the average consumptive use was determined to be 91.65 acre-feet for the 1.5 shares. Total return flow obligations from the use of the 1.5 shares were calculated as 132.56 acre-feet per year by subtracting the historical consumptive use from the pro-rata amount of diversions available at the farm headgate. One-half of the return flows (66.28 acre-feet) were assumed to occur as surface return flows and one-half of the return flows (66.28 acre-feet) were assumed to occur as subsurface return flows. The monthly and annual volumetric limits for the farm headgate deliveries are shown in the table below.

Table E- Monthly and Annual Farm Headgate Delivery Limits (acre-feet)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
0	0	0.22	3.40	35.24	53.76	79.64	38.93	11.86	1.15	0	0	224.21

Subsurface return flows were lagged to the river using the AWAS stream depletion model with the following parameters:

- Distance from the centroid of the irrigated property to the river (X) = 800 ft
- Alluvial aquifer width (W) = 9,300 ft
- Specific yield (S) = 0.2
- Transmissivity (T) = 50,000 (gpd/ft)

The resulting return flow factors are shown in Table F below.

Table F- Monthly Surface Water (SW) and Groundwater (GW) Return Flow Factors

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SW	0%	0%	50.0%	22.50%	36.15%	30.32%	30.98%	22.50%	22.50%	22.50%	0%	0%
GW	0.71%	0.61%	0.56%	0.63%	2.70%	4.73%	6.99%	5.64%	3.19%	1.79%	1.14%	0.87%

The monthly groundwater return flow requirements will be determined by multiplying the monthly groundwater return flow factor by the total delivery during the previous 12 months. Monthly results shall be divided by the number of days in that month to determine the daily groundwater return flow obligation. The daily surface water return flow requirement will be determined by multiplying the daily delivery of the 1.5 Smith & Emmons shares by the monthly surface return flow factor.

Water associated with the 1.5 Smith & Emmons shares and water diverted under free river conditions will be delivered to the Lighthouse Cove Pond (WDID 0603018) for recharge. There is an existing return structure to measure deliveries to the Pond. The water commissioner approved the structure on May 16, 2023. **The Applicant may not claim recharge credits for any water delivered to the Lighthouse Cove Pond prior to the date of the water commissioner’s approval.**

During the period of May 16-24, 2023, the Applicant delivered 51.75 acre-feet of water to the Lighthouse Cove Pond under free river conditions. The water delivered under free river conditions does not count against the monthly or annual volumetric limits for the 1.5 Smith & Emmons shares, and does not incur return flow obligations.

The expected volume of water available for diversion into the Lighthouse Cove Pond for the subject 1.5 shares is 187.79 acre-feet per year. This figure represents the pro-rata average headgate diversion less a 10% ditch loss. The pro-rata historical consumptive use credit for the 1.5 shares is estimated to total 91.65 acre-feet for this plan period and the pro-rata return flow obligation for the 1.5 shares is estimated to be 132.56 acre-feet. The Lighthouse Cove Pond (formerly Groom Addition Pit, DRMS Permit no. M-1983-099) is an existing gravel pit pond that is subject to a written augmentation agreement with the Water Users Association of District No. 6. Pursuant to section 37-90-137(11)(b), C.R.S., and case no. 2009CW49, a gravel pit operator or property owner does need to replace water lost through evaporation in excess of the augmentation amount in the written agreement, provided that the operator continually complied with the provisions of the written agreement. The written agreement, dated May 24, 1983, transferred 0.736 shares of the Smith & Emmons Ditch Company to the Water Users Association of District No. 6 for the replacement of evaporation associated with 55 acres of exposed groundwater. The delivery of water to recharge in the pond is not anticipated to increase the surface area of the pond or create additional evaporative depletions beyond those attributable to the groundwater exposed to the atmosphere in connection with the extraction of sand and gravel by open mining, therefore the Applicant is not required to consider evaporative depletions of water delivered to the Lighthouse Cove Pond for recharge.

The lagged accretions from the Lighthouse Cove Pond were estimated by the Applicant’s consultant using the AWAS stream depletion model with the following parameters:

- Distance from the recharge pond centroid to the river (X) = 3,450 ft
- Alluvial aquifer width (W) 9,300 ft
- Specific yield (S) = 0.2
- Transmissivity (T) =50,000 (gpd/ft)

The lagged accretions to the confluence of the St. Vrain Creek and Boulder Creek are projected to total 37.80 acre-feet during this plan period based on stated deliveries of water to recharge under free river conditions for the period of May 16-24 and the Applicant’s projected delivery of 0.5 acre-feet of Smith & Emmons water per day or the monthly volumetric limit, whichever was less, for the period of May 25-October 31. After accounting for return flow obligations, net recharge credit was projected to total 12.81 acre-feet for this plan period.

South Platte Mainstem

Replacement Sources	Projected 2023 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 2023
City of Aurora	300.00	Annual lease with City of Aurora
Thornton Effluent	10.53	November - March only
Fulton Ditch	112.0	96 shares total; 84 shares to be used in 2023
Brighton Ditch	-23.94	Lagged return flow obligations from 1.038 shares

Note: Projected 2023 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

Holcim 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 Holcim 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, Holcim intends to utilize this source during the months of January and February. A copy of a letter confirming Centennial’s intent to follow the proposed schedule dated December 27, 2022 is attached. Holcim 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.)

City of Aurora Lease

The January 10, 2022 lease with the City of Aurora and Stillwater Lake Ranch LLC is an agreement that provides reusable raw water for Aggregate Industries and Stillwater Lake Ranch LLC. The original term of the lease was from December 1, 2021 through November 30, 2022 with the allowance for one-year extensions through November 30, 2027. A copy of a letter confirming the City of Aurora’s agreement to extend the lease for December 1, 2022 through November 30, 2023 is attached. The letter confirms the City of Aurora’s intent to provide 312 acre-feet of reusable raw water from December 1, 2022 through December 31, 2023.

Under the lease, water will be delivered to the outfall of the Robert W. Hite Treatment Facility (aka Metro Sewer, WDID 0200700) located on the South Platte River. Aurora may alternatively deliver water at other points along a reach of the South Platte River beginning at or below the Hite Treatment Facility extending downstream to a point at or above the Lupton Bottom Ditch headgate. The point of depletion is downstream of the Lupton Bottom Ditch headgate. The Applicant must notify the Water Commissioner at least 48 hours prior to making replacement deliveries at a location other than the Hite Treatment Facility.

Thornton Lease

Holcim 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 1st through March 31st.

Fulton Ditch

Holcim 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 2023, Holcim intends to utilize their 62 Cooley Gravel and 22 CAMAS shares for replacement under this SWSP. (The 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. The Applicant previously utilized an assumed ditch loss of 20% and an irrigation efficiency of 65%. For the purposes of this SWSP, the Applicant has provided a revised analysis utilizing an assumed irrigation efficiency of 50%. Based on the above, the historical consumptive use of the 62 Cooley Gravel shares is estimated as 1.5 acre-feet per share. Return flow obligations were allocated as 50% surface return flows and 50% subsurface return flows.

Holcim has provided a memorandum dated December 29, 2022 with a historical consumptive use analysis of the 22 CAMAS shares. The historical consumptive use analysis utilized a parcel-specific analysis for the period of 1919 to 1971. The shares were purchased by Adams Aggregate in 1971 and little is known about the use of the shares after that time. A total of 45 shares were used on the CAMAS parcel during the study period to irrigate an average of 81.9 acres of alfalfa and pasture grass. The parcel contained primarily loam soils and an average water holding capacity of 1.5 inches per foot was assumed. For the purposes of this SWSP, the Applicant has assumed an irrigation efficiency of 50%. Based on the above, the historical consumptive use of the 22 CAMAS shares is estimated as 1.52 acre-feet per share. Return flows were allocated as 75% surface return flows and 25% subsurface return flows. The historical return flows from the Cooley Gravel shares and the CAMAS shares were added together to develop a single set of return flow factors.

The 84 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 84 Fulton Ditch shares for 2023 has been estimated from a dry-year farm headgate delivery of 2.66 acre-feet per share or approximately 224 acre-feet for the 84 shares. After accounting for return flow obligations, the total consumptive use credit for the 84 shares is projected to equal 112.0 acre-feet in 2023. In the event the Fulton Ditch goes into Sections, the Applicant must make up any temporary shortfalls with other sources.

Brighton Ditch

Holcim has previously used 1.038 shares in the Brighton Ditch Company owned by the City of Westminster for augmentation purposes. The lease with the City of Westminster was not extended for this SWSP approval period; however, Holcim must continue to replace return flow obligations from the past use of the shares. The historical return flows will be replaced in accordance with the return flow factors identified in paragraph 35.F of the decree entered in case no. 2016CW3186. The return flow obligations, projected to total 23.94 acre-feet for this plan period, will be accounted for and replaced under this SWSP.

Replacement Summary

The proposed depletions and replacements are shown in the attached “South Platte Combined Substitute Supply Plan Accounting 2023”. 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.

Holcim will coordinate deliveries of changed shares back to the river from the Whitney Ditch, the Fulton Ditch, and the Greeley Irrigation Canal with the Water Commissioners. Holcim will also coordinate deliveries of changed shares to the Lighthouse Cove Pond for recharge with the Water Commissioner. Holcim 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.

Prior to using a downstream replacement source for upstream depletions, or prior to operating any administrative exchange, the Applicant shall be required to provide 48 hours advanced notice and obtain prior approval from the Water Commissioners. Any use of downstream replacement sources for upstream depletions, or any operation of an administrative exchange, can only operate when there is sufficient streamflow and no intervening call for water within the impacted reach.

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 ^a	191 shares total
Boyd & Freeman Ditch ^b	240 shares, owned by City of Greeley
Central Colorado Water Conservancy District ^b	Lease
Godding, Dailey & Plumb Ditch ^a	3 shares total
Huett Seepage Ditch ^a	100% ownership
L.G. Everist ^b	Lease

Last Chance Ditch Co. No. 2 ^a	0.3154 shares total
Left Hand Ditch Company ^a	4 shares total
Leggett-Owens Reservoir ^a	19.6 shares total
Lupton Bottom Seep Ditches No. 1 & No. 2 ^a	100% ownership
Martin Marietta Lease ^b	Lease
Platte River Power Authority Lease ^b	Lease
Silver Heights ^b	Lease
Zweck & Turner Ditch ^c	5/12 ^{ths} interest in the ditch

^aThe 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.

^bThe 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”.

^cThe 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.

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.

Boyd & Freeman Ditch

In the past, Holcim has utilized 240 shares in the Boyd & Freeman Ditch Company currently owned by the City of Greeley. Holcim 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.

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

Holcim 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, 6th 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, Holcim 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 Holcim'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.

Martin Marietta Lease

Holcim has previously utilized water from Martin Marietta Materials, Inc. as a replacement source in this SWSP. For this SWSP period, the use of leased water from Martin Marietta Materials, Inc. is not necessary and is not proposed to be utilized. In the future, Holcim may use leased water from Martin Marietta if a supplemental source of replacement water is needed.

Platte River Power Authority Lease

Holcim 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, Holcim may use leased water from the PRPA if a supplemental source of replacement water is needed.

Silver Heights Lease

Holcim seeks the flexibility to use water from this source when needed. The 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.

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 the 2020 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, Holcim 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.

Use of Excess Credits

The Applicant has proposed to use excess replacement credit associated with their approved replacement sources in other gravel pit SWSPs approved pursuant to section 37-90-137(11), C.R.S. or temporary SWSPs approved pursuant to section 37-92-308(5), C.R.S., to the extent such excess replacement credit exists. The Applicant must provide written notice to the Division Engineer and Water Commissioner at least 30 days in advance of the desired commencement of use of the excess replacement credits, which must include the specific plan in which the credits will be used, the provision in the plan that allows an unnamed source to be added for credit, the annual and monthly amount of excess replacement credit available, the location at which the water will be delivered to the stream, and a copy of a lease agreement between the Applicant and the purchaser of the excess replacement credits if the additional plan is not owned by the Applicant. **The Applicant cannot claim credit for the use of the excess replacement credits in any other plan until they have received written approval from the Division Engineer or Water Commissioner.** For this plan period the Applicant requests the ability to lease excess replacement credits for use as a replacement source in the Stillwater Ski Lake SWSP (Plan ID 6024, WDID 0202850) requested pursuant to section 37-92-308(5), C.R.S. The Applicant will provide 11.1 acre-feet of excess replacement credits on the South Platte River above the St. Vrain confluence during the 2023 irrigation season for use in the Stillwater Ski Lake SWSP.

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, and Irwin-Thomas 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 5/12^{ths} 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 approach for compliance with the DRMS letter, including the current posted bond amount, is shown in Table G.

Table G- 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). Holcim has applied for a full surety release. Additional SWSPs will be required until the applicant/landowner has replaced all of the remaining lagged depletions.
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	\$834,000	1, 3	The financial warranty was reviewed as part of an inspection and the bond was decreased.
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	Lined Reservoir	\$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, 2023 through December 31, 2023 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, 2023. **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 \$1,593 per pit).**
2. Well permits have been obtained for the current use and exposed groundwater surface area of each gravel pit in accordance with sections 37-90-137(2) and (11), C.R.S., as identified in Table A of this approval.
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 historical 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. The Applicant must replace all out-of-priority depletions and return flow obligations resulting from operation under this SWSP, including those lagged depletions and return flow obligations that occur to the stream after the expiration date of this SWSP.
8. 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.
9. The replacement water which is the subject of this plan cannot be sold or leased to any other entity unless prior approval is obtained from the state or division engineer. 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 5/12^{ths} 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.
10. 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.
11. The Division of Water Resources will not acknowledge any recharge activity conducted without the knowledge of the water commissioner. The flow into the recharge site must be metered and equipped with a continuous flow recorder unless the water commissioner, in conjunction with the division engineer, determines adequate records may be kept without such equipment.
12. The Applicant shall follow the attached Division 1 Recharge Protocol for the operation of this SWSP, except that for the reasons described in this SWSP, evaporative losses from the Lighthouse Cove Pond do not need to be considered.
13. The Applicant shall provide daily accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a monthly basis. The accounting must be uploaded to the CDSS Online Reporting Tool within 30 days of the end of the month for which the accounting applies (<https://dwr.state.co.us/Tools/reporting>). In addition, the accounting must be submitted to the water commissioners [currently Jorge Vidal (Jorge.Vidal@state.co.us), Mark Simpson (Mark.Simpson@state.co.us), Shera Sumerford (Shera.Sumerford@state.co.us), Michael Hein (Michael.Hein@state.co.us), and Brent Schantz (Brent.Schantz@state.co.us)] within 30 calendar days of the end of the month for which the accounting is being made. Instructions for using the tool are available on the Division of Water Resources website on the “Services” → “Data & Information” page under the heading of “Online Data Submittal. Accounting and reporting procedures are subject to approval and modification by the division engineer. Accounting forms need to identify the WDID number for

each structure operating under this SWSP. **NOTE:** Monthly accounting, even during the winter non-irrigation season, is required. Submitted accounting shall conform to the attached Augmentation Plan Accounting Protocol.

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 City of Greeley, City of Longmont, Centennial Water and Sanitation District, City of Westminster, City of Thornton, and the City of Aurora.

14. 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.
15. Prior to using a downstream replacement source for upstream depletions, or prior to operating any administrative exchange, the Applicant shall be required to provide 48 hours advanced notice and obtain prior approval from the Water Commissioners. 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. Holcim 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. Any use of downstream replacement sources for upstream depletions, or any operation of an administrative exchange, can only operate when there is sufficient streamflow and no intervening call for water within the impacted reach.
16. In order to prevent injury to other water rights, the division engineer and water commissioner must be able to administer Applicants' replacement water past headgates on the river at times when those headgates would otherwise be legally entitled to divert all available flow in or "sweep" the South Platte River or its tributaries. Applicant shall not receive credit for replacement of depletions to the South Platte River or its tributaries below such diversion structures unless bypass and measurement structures are in place to allow the division engineer and water commissioner to confirm that Applicant's replacement water is delivered past the headgates. In the event that delivery past dry-up points requires the use of a structure for which a carriage or use agreement with a third party is required, Applicant shall be responsible for securing such agreement. Until such time as the Applicant provides a copy of the carriage or use agreement to the division engineer and water commissioner, no credit will be allowed for replacement of depletions to the South Platte River or its tributaries below such diversion structure.
17. 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.
18. 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.
19. 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*".

20. The Applicant shall perform an inspection of the dried up parcels, submit a Dry-Up Report - Verified Statement of that inspection, and provide a zipped GIS shapefile of the dried-up land as follows:
- The Applicant's inspection of dry-up must be submitted on the Dry-Up Report - Verified Statement form by June 30, 2023 indicating planned dry-up and then again in the fall after the irrigation season confirming the planned dry-up was accomplished. A pdf map of each parcel shall be attached to that report. The Dry-Up Report - Verified Statement form is available for download from the Division of Water Resources' website at: https://drive.google.com/drive/folders/1TF0a1Nt6f5fla0Xz_n1_iAGCg4xusRN2 (Water Administration Documents / South Platte River Basin Forms). The Dry-Up Report - Verified Statement must be signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with the change of water right in this SWSP. The Dry-up Report - Verified Statement submitted on May 5, 2023 included inaccurate information regarding the CAMAS parcel and must be revised. The revised Dry-Up Report - Verified Statement must also include photos taken during a site visit. The site visit must take place in June 2023.
 - GIS shapefiles in a file format *.zip outlining the dry-up shall also be submitted at the same time as the Dry-Up Report. The GIS files must include any accompanying attribute data and the datum must be NAD83 and the UTM projection must be Zone 13N.
 - Submittals shall be made by May 31, 2023 for planned dry-up and by October 31, 2023 for dry-up confirmation. Submittals shall be made through the CDSS Online Reporting Tool (<https://dwr.state.co.us/Portal/?ReturnUrl=/Tools/Reporting>). Instructions for using the tool are available under Services / Data and Information in the Online Data Submittal Section. Two new Reporting Submittal Tool elements will be created for this SWSP: (1) Dry-up shapefile and (2) Dry-up Report - Verified Statement. For additional assistance, with Online Reporting Submittals, contact Dawn Ewing in the Division 1 office at dnr_div1accounting@state.co.us.
21. 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 ¹	
	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

22. Dewatering at the Wattenberg Pit, W.W. Farms Pit, Tull Pit, Tucson South Pit, and Irwin-Thomas 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 Wattenberg Pit, W.W. Farms Pit, and Tull Pit during the term of this approval. Once dewatering has begun at the Tucson South Pit and Irwin-Thomas 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.
23. 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.
24. 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 pits. 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.
25. 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.
26. 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, Hazeltine Pit, Platte Valley Pit, F-Street Pit, Brighton 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).

27. The Applicant should consider the effects of groundwater mounding and the need for interceptor drains due to construction of the liners around the pits.
28. 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.
29. 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.
30. 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– Aggregate Industries Combined SSP Vicinity Map
Figure 1– Platte Valley Pit 2021 Exposed Area
South Platte Substitute Supply Plan Accounting 2023
Bucklen Lease (12/8/2022)
GIC Lease (4/20/2023)
Longmont Lease (12/10/2021 and 1/27/2023)

Centennial Lease (12/2/1996) & December 27, 2022 letter
City of Westminster 1998 Lease (5/22/1998)
City of Thornton Lease (3/31/2006)
City of Aurora Lease (1/10/2022) and February 28, 2023 letter
Whitney Ditch Carriage Agreement (3/23/2023)
Affidavit-Dedication of Water Rights to this SWSP (2/29/2012 and 4/23/19)
Letter from DRMS dated April 30, 2010
Recharge, Accounting, and Use of Unnamed Sources Protocols

Cc: Michael Hein, Lead Assistant Division Engineer, Michael.Hein@state.co.us
1809 56th Avenue, Greeley CO 80634, (970) 352-8712

Aliyah Santistevan, Assistant Division Engineer, Aliyah.Santistevan@state.co.us

Brent Schantz, River Operations/Compact Commissioner, Brent.Schantz@state.co.us

Jorge Vidal, Water Commissioner, Districts 1 and 2, Jorge.Vidal@state.co.us

Alec Hernandez, Water Commissioner, District 2, Alec.Hernandez@state.co.us

Mark Simpson, Water Commissioner, District 3, Mark.Simpson@state.co.us

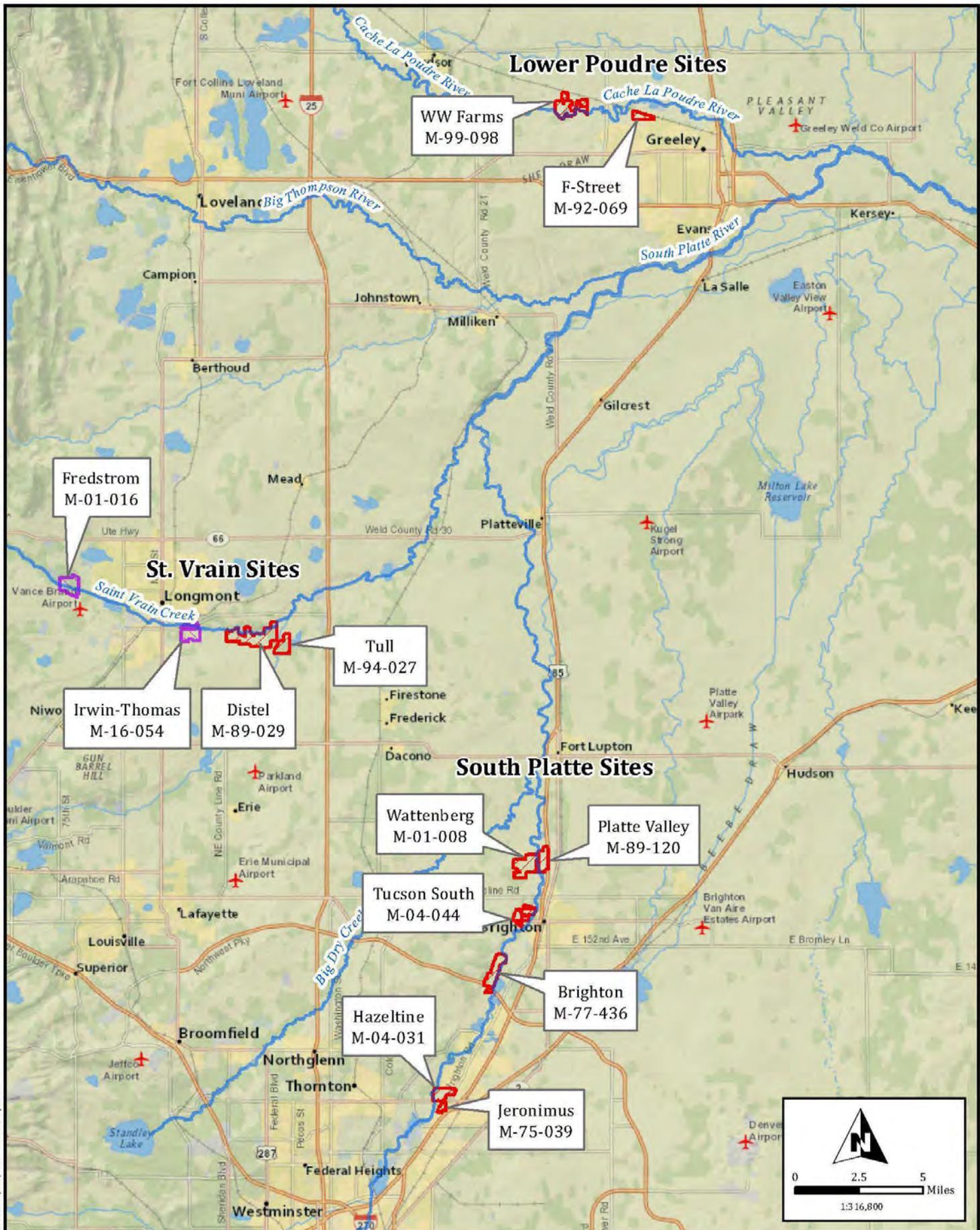
Shera Sumerford, Water Commissioner, District 5, Shera.Sumerford@state.co.us

Jason Smith, Tributary Operations Coordinator, Districts 6 & 7 & Acting Water Commissioner,
District 6, (Jason.Smith2@state.co.us)

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

Dawn Ewing, Accounting Coordinator, Dawn.Ewing@state.co.us

Colorado Division of Reclamation Mining and Safety



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**AGGREGATE INDUSTRIES
 COMBINED SSP
 Vicinity Map**

Date: 30 Dec 2019
 Job #: 06-103
 Drawn By: JMD

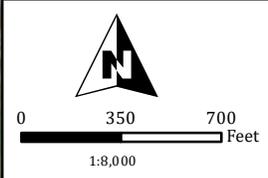
Figure:
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 Of: 1

Legend

-  Exposed Area
-  Platte Valley Pit



Total Platte Valley Pit Exposed Area = 63.8 ac



Aerial Photo Date = 6/7/2020

Date Saved: 3/3/2021 2:35:50 PM
Path: N:\06103 Aggregate Industries WRP\GIS\Exposed Surface Area Maps\2021 Platte Valley Pit.mxd



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AGGREGATE INDUSTRIES
Platte Valley Pit 2021 Exposed Area

Date: 3 Mar 2021
Job #: 06-103
Drawn By: JMD

Figure:
1
Of: 1

Aggregate Industries - WCR, Inc.
 South Platte Combined Substitute Supply Plan Accounting
 2023

TOTAL ON-SITE CONSUMPTIVE USE (ac-ft)

	Site	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	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)	0.08	0.10	0.12	0.23	0.28	0.41	0.45	0.39	0.30	0.20	0.09	0.08	2.73	
	Tucson South Pit (WDID 0203032)	1.28	1.90	1.87	2.34	2.88	3.56	3.49	3.83	3.28	3.12	1.57	1.70	30.82	
	Wattenberg Pit (WDID 0203034)	3.15	4.04	5.03	8.88	11.84	16.50	17.33	15.26	11.53	7.86	3.73	3.24	108.38	
	Platte Valley Pit (WDID 0203035)	6.29	8.28	9.63	17.97	21.40	31.81	34.13	30.26	24.01	17.42	7.58	6.71	215.48	
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)	0.92	1.48	2.14	2.52	2.85	3.17	3.46	3.75	3.13	2.61	1.95	1.41	29.00	
	Irwin-Thomas Pit (WDID 0505626)	0.00	0.00	0.00	0.00	0.00	2.70	2.76	2.70	2.58	2.50	2.42	2.11	17.80	
	Fredstrom Pit (WDID 0505629)	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	
Dist 3	W.W. Farms Pit (WDID 0303014)	5.80	8.26	11.25	16.79	20.71	28.90	31.45	29.29	21.16	15.45	8.37	7.18	204.60	
	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	

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
Total Consumptive Uses													
District 2	11.27	14.88	17.39	30.56	38.00	54.55	57.77	51.91	40.76	29.69	13.48	12.16	372.42
Districts 5/6	0.95	1.53	2.22	2.60	3.00	6.10	6.46	6.69	5.94	5.26	4.03	3.55	48.34
District 3	7.90	10.88	14.66	22.56	28.04	39.64	43.24	40.29	28.76	20.43	10.72	9.28	276.39
Total	20.12	27.29	34.27	55.72	69.04	100.29	107.47	98.89	75.46	55.38	28.23	24.99	697.15

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

	Site	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Comments
District 2	Jeronimus Pit (WDID 0203029)	-0.87	-0.84	-0.87	-1.00	-1.22	-1.54	-1.82	-1.90	-1.79	-1.54	-1.22	-0.98	-15.57	
	Hazeltine Pit (WDID 0203030)	-4.30	-3.41	-3.38	-3.36	-3.33	-3.29	-3.25	-3.21	-3.17	-3.14	-3.10	-3.06	-39.99	
	Brighton Pit (WDID 0203031)	-0.48	-0.48	-0.49	-0.55	-0.60	-0.68	-0.73	-0.73	-0.67	-0.60	-0.52	-0.48	-7.01	
	Tucson South Pit (WDID 0203032)	-0.98	-1.28	-1.48	-1.65	-1.93	-2.29	-2.60	-2.82	-2.93	-2.89	-2.62	-2.25	-25.71	
	Wattenberg Pit (WDID 0203034)	-5.51	-5.39	-5.66	-6.97	-8.89	-11.41	-13.35	-13.60	-12.38	-10.39	-7.96	-6.30	-107.81	
	Platte Valley Pit (WDID 0203035)	-10.35	-10.43	-10.99	-14.21	-17.59	-22.87	-27.05	-27.37	-24.90	-21.09	-15.51	-12.02	-214.38	
District 5/6	Distel Pit (WDID 0503000)	-0.06	-0.06	-0.08	-0.09	-0.12	-0.17	-0.19	-0.20	-0.21	-0.17	-0.11	-0.08	-1.54	
	Tull Pit (WDID 0603001)	-2.29	-2.24	-2.19	-2.15	-2.13	-2.14	-2.16	-2.20	-2.24	-2.30	-2.34	-2.35	-26.73	
	Irwin-Thomas Pit (WDID 0505626)	0.00	0.00	0.00	0.00	0.00	-0.19	-0.74	-1.09	-1.29	-1.40	-1.48	-1.51	-7.69	
	Fredstrom Pit (WDID 0505629)	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	
Dist 3	W.W. Farms Pit (WDID 0303014)	-8.77	-9.28	-11.02	-14.43	-17.79	-23.14	-26.75	-26.98	-22.97	-18.41	-13.21	-10.49	-203.24	
	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	

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
Total Stream Depletions													
District 2	-22.48	-21.82	-22.88	-27.73	-33.55	-42.08	-48.79	-49.62	-45.84	-39.66	-30.93	-25.09	-410.48
Districts 5/6	-2.35	-2.31	-2.27	-2.24	-2.25	-2.49	-3.09	-3.48	-3.74	-3.87	-3.93	-3.94	-35.96
District 3	-13.62	-13.59	-15.07	-18.62	-22.59	-28.92	-33.88	-35.10	-31.34	-26.18	-19.98	-16.14	-275.03
Total	-38.44	-37.72	-40.22	-48.58	-58.39	-73.50	-85.76	-88.21	-80.91	-69.72	-54.83	-45.18	-721.47

Aggregate Industries - WCR, Inc.
 South Platte Combined Substitute Supply Plan Accounting
 2023

REPLACEMENT SOURCES (ac-ft)

	Source	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Comments
District 2	Silver Heights													0.00	
	Last Chance Ditch No. 2													0.00	
	Centennial	14.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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 07CW19f
	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	12.47	40.71	41.22	33.71	36.86	27.86	29.33	0.00	0.00	222.16	
	Old Brantner Ditch													0.00	Removed from Plan
	Brighton Ditch													0.00	Removed from Plan
District 5/6	Westminster / Aurora / SACWST	20.00	10.00	35.00	15.00	0.00	0.00	25.00	25.00	30.00	35.00	60.00	45.00	300.00	
	New Brantner Ditch													0.00	Removed from Plan
	Leggett Reservoir													0.00	
	Lighthouse Cove Recharge	0.00	0.00	0.00	0.00	0.19	2.46	5.06	5.84	6.42	6.50	6.10	5.24	37.80	Recharge accretions from Lighthouse Cove Pond deliveries
	Hall N&S Ditches													0.00	
	South Flat Ditch													0.00	
	Mason Meadows Ditch													0.00	
	Longmont WWTP	0.00	0.00	0.00	5.90	5.40	7.10	6.70	5.50	4.00	3.50	0.00	0.00	38.10	Lease from City of Longmont
District 3	Heaton Reservoir (Martin Marietta, Coffin & Davis Ditch)													0.00	Lease from Martin Marietta
	Rural Ditch													0.00	Removed from Plan
	Bonus Ditch													0.00	Removed from Plan
	P & D Ditch													0.00	
	C-BT													0.00	Removed from Plan
	Little Cache													0.00	Removed from Plan
	Lindenmeier													0.00	
	Fort Collins / PRPA													0.00	
District 3	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	Removed from Plan
	Star 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	Lease from L.G. Everist
	City of Greeley / Bucklen Pit	0.00	21.50	0.00	5.12	12.89	11.61	12.08	12.09	10.37	6.80	0.00	0.00	92.47	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-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Comments
District 2	Fulton Ditch	-3.85	-3.31	-3.43	-6.74	-15.18	-15.41	-13.77	-14.96	-12.38	-12.88	-4.34	-4.25	-110.50	
	Old Brantner Ditch													0.00	Removed from Plan
	Brighton Ditch	-2.18	-1.72	-1.33	-1.09	-1.33	-1.95	-2.73	-3.51	-4.06	-4.06	0.00	0.00	-23.94	
	New Brantner Ditch													0.00	Removed from Plan
Dist. 3	Whitney Ditch	-1.51	-1.29	-1.07	-6.95	-26.69	-26.09	-32.67	-32.18	-26.66	-7.54	-4.34	-3.22	-170.23	
	Boyd & Freeman Ditch													0.00	Removed from Plan
Dist. 5/6	GLC	-1.01	-0.95	-0.90	-2.04	-3.41	-3.52	-3.66	-3.54	-3.54	-3.03	-1.21	-1.15	-27.97	
	Smith & Emmons Ditch	0.00	0.00	0.00	0.00	0.00	-5.26	-6.93	-6.08	-4.29	-1.26	-0.66	-0.50	-24.99	

Transit Loss Summary (ac-ft)

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Comments
St. Vrain at Confluence	0.00	0.00	0.00	-0.65	-0.62	-0.79	-0.74	-0.61	-0.64	-0.86	-0.49	-0.43	-5.83	
Poudre At Confluence	0.00	-0.06	0.00	0.00	-0.31	-0.57	-0.98	-0.63	-0.09	0.00	0.00	0.00	-2.64	
South Platte To St. Vrain River	-9.63	-7.95	-8.82	-5.17	-4.81	-3.43	-4.54	-4.68	-4.98	-9.11	-12.52	-10.56	-86.21	
St. Vrain To Poudre River	-2.19	-1.45	-2.45	-1.44	-1.35	-0.25	-0.30	-0.35	-0.55	-2.74	-4.00	-3.37	-20.44	

Basin Summary (ac-ft)

Location	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Comments
St. Vrain at Confluence	-2.35	-2.31	-2.27	3.01	2.73	1.02	0.99	1.16	1.75	4.00	1.02	0.37	9.12	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	-16.14	5.60	-17.04	-7.98	18.92	24.81	36.28	25.69	7.82	-20.32	-25.53	-20.51	11.61	Net deficits allowed during non-irrigation season
South Platte River	-	-	-	-	-	-	-	-	-	-	-	-	-	
Above St. Vrain Confluence	24.43	16.96	26.94	11.51	10.86	1.50	2.05	2.32	3.83	23.62	39.25	33.53	196.80	Net deficits allowed during non-irrigation season
Below St. Vrain Confluence	22.08	14.65	24.67	14.52	13.59	2.52	3.03	3.48	5.58	27.63	40.27	33.90	205.92	Net deficits allowed during non-irrigation season
Above Poudre Confluence	19.89	13.19	22.22	13.08	12.24	2.27	2.73	3.14	5.03	24.88	36.27	30.54	185.48	Net deficits allowed during non-irrigation season
Net Balance	3.75	18.80	5.18	5.10	31.17	27.07	39.01	28.83	12.85	4.57	10.75	10.02	197.09	

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

0.371 shares 0.667 shares

<i>(all values in ac-ft)</i>						Fulton Ditch Dry-year delivery = 336.13				Brighton Ditch - Haake Farm Haake Farm 2003 delivery = 44.16				Brighton Ditch - Wattenberg Farm Wattenberg Farm 2003 delivery = 79.35			
Month	1998 Westminster Lease	Westminster / Aurora / SACWSD Lease	Thornton Effluent	Centennial	Deliveries				Deliveries				Deliveries				
					Surface RF	Subsurface RF	RF Obligations	Haake Farm	Surface RF	Subsurface RF	RF Obligations	Wattenberg Farm	Wattenberg Farm Surface RF	Subsurface RF	Wattenberg Farm RF Obligations		
2021	Jan-21	26.42	27.00	2.15	0.00	0.00%	-2.31%	-2.31	0.00	0.00%	-2.800%	-1.80	0.00	0.00%	-2.80%	-3.23	
	Feb-21	23.74	29.00	2.01	0.00	0.00%	-2.00%	-2.00	0.00	0.00%	-2.200%	-1.41	0.00	0.00%	-2.20%	-2.54	
	Mar-21	26.25	29.00	2.15	0.00	-24.99%	-2.08%	-2.08	0.00	0.00%	-1.700%	-1.09	0.00	0.00%	-1.70%	-1.96	
	Apr-21	24.77		0.00	6.00	-25.26%	-1.91%	-3.42	7.81	-23.30%	-1.400%	-2.72	14.05	-23.30%	-1.40%	-4.89	
	May-21	25.02		0.00	0.87	-25.48%	-1.88%	-2.10	0.70	-21.00%	-1.700%	-1.24	1.25	-21.00%	-1.70%	-2.23	
	Jun-21	23.15		0.00	7.00	-25.10%	-1.80%	-3.55	4.93	-18.50%	-2.500%	-2.52	8.86	-18.50%	-2.50%	-4.53	
	Jul-21	13.17		0.00	22.00	-25.32%	-1.93%	-7.50	16.82	-18.60%	-3.500%	-5.38	30.25	-18.60%	-3.50%	-9.67	
	Aug-21	13.24		0.00	25.00	-25.42%	-2.08%	-8.43	17.46	-18.90%	-4.500%	-6.19	31.39	-18.90%	-4.50%	-11.13	
	Sep-21	13.22		0.00	21.00	-25.33%	-2.17%	-7.49	17.53	-18.60%	-5.200%	-6.60	31.51	-18.60%	-5.20%	-11.86	
	Oct-21	25.00		0.00	16.84	-25.21%	-2.38%	-6.62	9.93	-20.10%	-5.200%	-5.33	17.85	-20.10%	-5.20%	-9.59	
	Nov-21	24.96	58.00	2.08	0.00	-25.01%	-2.36%	-2.36	0.00	0.00%	-4.700%	-3.02	0.00	0.00%	-4.70%	-5.43	
	Dec-21	26.28	41.00	2.15	0.00	-24.79%	-2.41%	-2.41	0.00	0.00%	-3.700%	-2.38	0.00	0.00%	-3.70%	-4.27	
Totals		265.24	184	10.53	98.71			-50.26	75.18			-39.67	135.15			-71.32	
2022	Jan-22	26.42	38.00	2.15	0.00	0.00%	-2.31%	-2.28	0.00	0.00%	-2.800%	-2.10	0.00	0.00%	-2.80%	-3.78	
	Feb-22	23.74	36.00	2.01	0.00	0.00%	-2.00%	-1.97	0.00	0.00%	-2.200%	-1.65	0.00	0.00%	-2.20%	-2.97	
	Mar-22	26.25	33.00	2.15	0.00	-24.99%	-2.08%	-2.05	0.00	0.00%	-1.700%	-1.28	0.00	0.00%	-1.70%	-2.30	
	Apr-22	24.77		0.00	8.00	-25.26%	-1.91%	-3.90	6.34	-23.30%	-1.400%	-2.53	11.39	-23.30%	-1.40%	-4.55	
	May-22	25.02		0.00	11.00	-25.48%	-1.88%	-4.66	7.98	-21.00%	-1.700%	-2.95	14.35	-21.00%	-1.70%	-5.31	
	Jun-22	23.15		0.00	15.00	-25.10%	-1.80%	-5.54	13.56	-18.50%	-2.500%	-4.39	24.38	-18.50%	-2.50%	-7.89	
	Jul-22	13.17		0.00	41.70	-25.32%	-1.93%	-12.46	0.00	-18.60%	-3.500%	-2.63	0.00	-18.60%	-3.50%	-4.73	
	Aug-22	13.24		0.00	44.44	-25.42%	-2.08%	-13.35	0.00	-18.90%	-4.500%	-3.38	0.00	-18.90%	-4.50%	-6.08	
	Sep-22	13.22		0.00	61.00	-25.33%	-2.17%	-17.59	0.00	-18.60%	-5.200%	-3.91	0.00	-18.60%	-5.20%	-7.03	
	Oct-22	25.00		0.00	32.00	-25.21%	-2.38%	-10.42	0.00	-20.10%	-5.200%	-3.91	0.00	-20.10%	-5.20%	-7.03	
	Nov-22	24.96		2.08	0.00	-25.01%	-2.36%	-2.33	0.00	0.00%	-4.700%	-3.53	0.00	0.00%	-4.70%	-6.35	
	Dec-22	26.28		2.15	0.00	-24.79%	-2.41%	-2.38	0.00	0.00%	-3.700%	-2.78	0.00	0.00%	-3.70%	-5.00	
Totals		265.24	107	10.53	213.14			-78.94	27.88			-35.05	50.12			-63.02	
2023	Jan-23	26.42	20.00	2.15	0.00	0.00%	-1.81%	-3.85	0.00	0.00%	-2.800%	-0.78	0.00	0.00%	-2.80%	-1.40	
	Feb-23	23.74	10.00	2.01	0.00	0.00%	-1.55%	-3.31	0.00	0.00%	-2.200%	-0.61	0.00	0.00%	-2.20%	-1.10	
	Mar-23	26.25	35.00	2.15	0.00	-28.52%	-1.61%	-3.43	0.00	0.00%	-1.700%	-0.47	0.00	0.00%	-1.70%	-0.85	
	Apr-23	24.77	15.00	0.00	12.47	-28.34%	-1.51%	-6.74	0.00	-23.30%	-1.400%	-0.39	0.00	-23.30%	-1.40%	-0.70	
	May-23	25.02	0.00	0.00	40.71	-28.71%	-1.64%	-15.18	0.00	-21.00%	-1.700%	-0.47	0.00	-21.00%	-1.70%	-0.85	
	Jun-23	23.15	0.00	0.00	41.22	-28.38%	-1.74%	-15.41	0.00	-18.50%	-2.500%	-0.70	0.00	-18.50%	-2.50%	-1.25	
	Jul-23	13.17	25.00	0.00	33.71	-28.48%	-1.96%	-13.77	0.00	-18.60%	-3.500%	-0.98	0.00	-18.60%	-3.50%	-1.75	
	Aug-23	13.24	25.00	0.00	36.86	-28.55%	-2.08%	-14.96	0.00	-18.90%	-4.500%	-1.25	0.00	-18.90%	-4.50%	-2.26	
	Sep-23	13.22	30.00	0.00	27.86	-28.56%	-2.08%	-12.38	0.00	-18.60%	-5.200%	-1.45	0.00	-18.60%	-5.20%	-2.61	
	Oct-23	25.00	35.00	0.00	29.33	-28.53%	-2.11%	-12.88	0.00	-20.10%	-5.200%	-1.45	0.00	-20.10%	-5.20%	-2.61	
	Nov-23	24.96	60.00	2.08	0.00	-28.48%	-1.95%	-4.34	0.00	0.00%	-4.700%	0.00	0.00	0.00%	-4.70%	0.00	
	Dec-23	26.28	45.00	2.15	0.00	-28.64%	-1.91%	-4.25	0.00	0.00%	-3.700%	0.00	0.00	0.00%	-3.70%	0.00	
Totals		265.24	300	10.53	222.16			-110.50	0.00			-8.56	0.00			-15.39	

Aggregate Industries - WCR, Inc.

Summary of Replacement Sources

St. Vrain Creek

	Month	Free River Recharge to Lighthouse Cove (ac-ft)	Smith & Emmons Ditch				Lighthouse Cove Lagged Accretions (ac-ft)	Longmont WWTP (ac-ft)	Godding, Dailey & Plumb Ditch (ac-ft)	Heaton Reservoir (ac-ft)
			Deliveries to Lighthouse Cove (ac-ft)	Surface RF Factor	Subsurface RF Factor	Total Return Flow Obligations [ac-ft]				
2021	Jan-21		0.00	0%	-0.71%	0.00				
	Feb-21		0.00	0%	-0.61%	0.00				
	Mar-21		0.00	-50.00%	-0.56%	0.00				
	Apr-21		0.00	-22.50%	-0.63%	0.00	2.5			
	May-21		0.00	-36.15%	-2.70%	0.00	2.6			
	Jun-21		0.00	-30.32%	-4.73%	0.00	2.8			
	Jul-21		0.00	-30.98%	-6.99%	0.00	3			
	Aug-21		0.00	-22.50%	-5.64%	0.00	3.1			
	Sep-21		0.00	-22.50%	-3.19%	0.00	3.2			
	Oct-21		0.00	-22.50%	-1.79%	0.00	3.2			
	Nov-21		0.00	0%	-1.14%	0.00				
	Dec-21		0.00	0%	-0.87%	0.00				
Totals			0.00			0.00	20.40	0.00	0.00	
2022	Jan-22		0.00	0%	-0.71%	0.00				
	Feb-22		0.00	0%	-0.61%	0.00				
	Mar-22		0.00	-50.00%	-0.56%	0.00				
	Apr-22		0.00	-22.50%	-0.63%	0.00	3.9			
	May-22		0.00	-36.15%	-2.70%	0.00	4.2			
	Jun-22		0.00	-30.32%	-4.73%	0.00	4.5			
	Jul-22		0.00	-30.98%	-6.99%	0.00	4.7			
	Aug-22		0.00	-22.50%	-5.64%	0.00	4.9			
	Sep-22		0.00	-22.50%	-3.19%	0.00	5.1			
	Oct-22		0.00	-22.50%	-1.79%	0.00	5.2			
	Nov-22		0.00	0%	-1.14%	0.00				
	Dec-22		0.00	0%	-0.87%	0.00				
Totals			0.00			0.00	32.50	0.00	0.00	
2023	Jan-23		0.00	0%	-0.71%	0.00	0.00			
	Feb-23		0.00	0%	-0.61%	0.00	0.00			
	Mar-23		0.00	-50.00%	-0.56%	0.00	0.00			
	Apr-23		0.00	-22.50%	-0.63%	0.00	0.00	5.9		
	May-23	52.93	0.00	-36.15%	-2.70%	0.00	0.19	5.4		
	Jun-23	0.00	15.00	-30.32%	-4.73%	-5.26	2.46	7.1		
	Jul-23	0.00	15.50	-30.98%	-6.99%	-6.93	5.06	6.7		
	Aug-23	0.00	15.50	-22.50%	-5.64%	-6.08	5.84	5.5		
	Sep-23	0.00	11.00	-22.50%	-3.19%	-4.29	6.42	4		
	Oct-23	0.00	1.00	-22.50%	-1.79%	-1.26	6.50	3.5		
	Nov-23	0.00	0.00	0%	-1.14%	-0.66	6.10			
	Dec-23	0.00	0.00	0%	-0.87%	-0.50	5.24			
Totals		52.93	58.00			-24.99	37.80	38.10	0.00	

Aggregate Industries - WCR, Inc.
 Summary of Replacement Sources
 Poudre River

	Month	Fort Collins / PRPA	GDC / Star Reservoir	City of Greeley/Bucklen Pit	Whitney Ditch - WW Farm - 5 shares Zone 2-A (74% of WW Farm, or 3.7 shares)				Whitney Ditch - Orr Farm #1 - 6 shares Zone 3 (6 + 26% of WW Farm, or 7.3 shares)				Whitney Ditch - Orr Farm #2 - 2.5 shares Zone 2-B (2.5 shares)				GIC				
					Deliveries	Surface RF Factors	Subsurface RF Factors	RF Obligations	Deliveries	Surface RF Factors	Subsurface RF Factors	RF Obligations	Deliveries	Surface RF Factors	Subsurface RF Factors	RF Obligations	Deliveries	Surface RF		Subsurface RF	
																		Factors	RF Obligations	Factors	RF Obligations
2021	Jan-21				0.00		-0.50%	-0.34	0.00		-0.80%	-0.84	0.00		-1.40%	-0.46	0.00	0.00%	-1.80%	-0.74	
	Feb-21				0.00		-0.40%	-0.27	0.00		-0.70%	-0.73	0.00		-1.20%	-0.39	0.00	0.00%	-1.70%	-0.70	
	Mar-21				0.00		-0.30%	-0.20	0.00		-0.60%	-0.63	0.00		-1.00%	-0.33	0.00	0.00%	-1.60%	-0.66	
	Apr-21			4.06	2.96	-65.80%	-1.95	4.58	-73.70%	-3.38	1.44	-89.40%	-1.29	3.21	-23.70%	-1.50%	-1.38	-23.70%	-1.50%	-1.38	
	May-21			10.63	0.83	-54.60%	-0.45	1.28	-54.20%	-0.70	0.40	-55.80%	-0.22	0.95	-23.70%	-1.80%	-0.97	-23.70%	-1.80%	-0.97	
	Jun-21			9.44	4.63	-43.80%	-2.03	7.16	-41.10%	-2.94	2.25	-39.90%	-0.90	4.72	-23.70%	-2.10%	-1.99	-23.70%	-2.10%	-1.99	
	Jul-21			9.76	10.87	-41.20%	-4.48	16.80	-37.50%	-6.30	5.27	-34.60%	-1.82	8.89	-23.70%	-2.30%	-3.06	-23.70%	-2.30%	-3.06	
	Aug-21			9.76	12.87	-45.50%	-5.86	19.89	-42.10%	-8.37	6.24	-37.30%	-2.33	9.22	-23.70%	-2.40%	-3.18	-23.70%	-2.40%	-3.18	
	Sep-21			8.34	10.02	-55.40%	-5.55	15.48	-54.00%	-8.36	4.86	-48.10%	-2.34	9.52	-23.70%	-2.40%	-3.25	-23.70%	-2.40%	-3.25	
	Oct-21			5.36	1.11	-47.80%	-1.22	1.72	-47.80%	-2.10%	0.54	-47.80%	-2.00%	7.38	-23.70%	-2.30%	-2.70	-23.70%	-2.30%	-2.70	
	Nov-21				0.00		-0.90%	-0.39	0.00		-1.40%	-0.94	0.00		-1.80%	-0.38	0.00	0.00%	-2.10%	-0.88	
	Dec-21				0.00		-0.60%	-0.26	0.00		-1.00%	-0.67	0.00		-1.60%	-0.34	0.00	0.00%	-2.00%	-0.84	
Totals		0.00	0.00	57.34	43.29		-23.00	66.91		-36.08	20.99		-11.47	43.89		-20.33				-20.33	
2022	Jan-22				0.00		-0.50%	-0.22	0.00		-0.80%	-0.54	0.00		-1.40%	-0.29	0.00	0.00%	-1.80%	-0.75	
	Feb-22				0.00		-0.40%	-0.17	0.00		-0.70%	-0.47	0.00		-1.20%	-0.25	0.00	0.00%	-1.70%	-0.71	
	Mar-22				0.00		-0.30%	-0.13	0.00		-0.60%	-0.40	0.00		-1.00%	-0.21	0.00	0.00%	-1.60%	-0.67	
	Apr-22			3.94	3.36	-65.80%	-2.21	5.20	-73.70%	-3.83	1.63	-89.40%	-1.46	16.48	-23.70%	-1.50%	-4.53	-23.70%	-1.50%	-4.53	
	May-22			10.46	9.71	-54.60%	-5.30	15.01	-54.20%	-8.14	4.71	-55.80%	-2.63	9.84	-23.70%	-1.80%	-3.08	-23.70%	-1.80%	-3.08	
	Jun-22			9.20	10.80	-43.80%	-4.73	16.69	-41.10%	-6.86	5.24	-39.90%	-2.09	10.12	-23.70%	-2.10%	-3.28	-23.70%	-2.10%	-3.28	
	Jul-22			9.46	14.94	-41.20%	-6.16	23.09	-37.50%	-8.66	7.25	-34.60%	-2.51	9.80	-23.70%	-2.30%	-3.28	-23.70%	-2.30%	-3.28	
	Aug-22			9.45	11.72	-45.50%	-5.33	18.12	-42.10%	-7.63	5.68	-37.30%	-2.12	9.22	-23.70%	-2.40%	-3.19	-23.70%	-2.40%	-3.19	
	Sep-22			8.06	10.67	-55.40%	-5.91	16.49	-54.00%	-8.91	5.17	-48.10%	-2.49	9.52	-23.70%	-2.40%	-3.26	-23.70%	-2.40%	-3.26	
	Oct-22			5.11	1.39	-47.80%	-1.66	2.15	-47.80%	-2.10%	0.68	-47.80%	-2.00%	6.66	-23.70%	-2.30%	-2.54	-23.70%	-2.30%	-2.54	
	Nov-22				0.00		-0.90%	-0.56	0.00		-1.40%	-1.35	0.00		-1.80%	-0.55	0.00	0.00%	-2.10%	-1.18	
	Dec-22				0.00		-0.60%	-0.38	0.00		-1.00%	-0.97	0.00		-1.60%	-0.49	0.00	0.00%	-2.00%	-1.12	
Totals		0.00	0.00	55.68	62.61		-32.77	96.76		-50.80	30.36		-16.01	71.64		-27.60				-27.60	
2023	Jan-23				0.00		-0.50%	-0.31	0.00		-0.80%	-0.77	0.00		-1.40%	-0.42	0.00	0.00%	-1.80%	-1.01	
	Feb-23			21.50	0.00		-0.40%	-0.25	0.00		-0.70%	-0.68	0.00		-1.20%	-0.36	0.00	0.00%	-1.70%	-0.95	
	Mar-23				0.00		-0.30%	-0.19	0.00		-0.60%	-0.58	0.00		-1.00%	-0.30	0.00	0.00%	-1.60%	-0.90	
	Apr-23			5.12	3.12	-65.80%	-2.05	4.82	-73.70%	-3.55	1.51	-89.40%	-1.35	5.07	-23.70%	-1.50%	-2.04	-23.70%	-1.50%	-2.04	
	May-23			12.89	16.14	-54.60%	-8.81	24.94	-54.20%	-13.52	7.82	-55.80%	-4.37	10.14	-23.70%	-1.80%	-3.41	-23.70%	-1.80%	-3.41	
	Jun-23			11.61	20.60	-43.80%	-9.02	31.84	-41.10%	-13.08	9.99	-39.90%	-3.99	9.87	-23.70%	-2.10%	-3.52	-23.70%	-2.10%	-3.52	
	Jul-23			12.08	28.18	-41.20%	-11.61	43.55	-37.50%	-16.33	13.66	-34.60%	-4.73	9.99	-23.70%	-2.30%	-3.66	-23.70%	-2.30%	-3.66	
	Aug-23			12.09	25.02	-45.50%	-11.38	38.66	-42.10%	-16.28	12.13	-37.30%	-4.52	9.24	-23.70%	-2.40%	-3.54	-23.70%	-2.40%	-3.54	
	Sep-23			10.37	16.44	-55.40%	-9.11	25.41	-54.00%	-13.72	7.97	-48.10%	-3.83	9.27	-23.70%	-2.40%	-3.54	-23.70%	-2.40%	-3.54	
	Oct-23			6.80	0.76	-47.80%	-2.14	1.17	-47.80%	-2.10%	0.37	-47.80%	-2.00%	7.35	-23.70%	-2.30%	-3.03	-23.70%	-2.30%	-3.03	
	Nov-23				0.00		-0.90%	-0.99	0.00		-1.40%	-2.39	0.00		-1.80%	-0.96	0.00	0.00%	-2.10%	-1.21	
	Dec-23				0.00		-0.60%	-0.66	0.00		-1.00%	-1.70	0.00		-1.60%	-0.86	0.00	0.00%	-2.00%	-1.15	
Totals		0.00	0.00	92.47	110.24		-56.52	170.38		-86.76	53.45		-26.95	60.93		-27.97				-27.97	

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	Monthly Net Evap (ft)	Exposed Surface Area (ac)	Evaporative Loss (ac-ft)	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 Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	1011	136.22	No	0.08	64.0	5.12	27,737	0.82	0.04	0.00	5.97	-7.85	-106.89	-7.85
	Feb-21	807	99.87	No	0.11	64.0	7.04	15,184	0.45	0.05	0.00	7.54	-8.29	-92.35	-8.29
	Mar-21	920	126.03	No	0.14	64.0	8.96	53,006	1.56	0.07	0.00	10.59	-9.97	-100.28	-9.97
	Apr-21	925	122.67	No	0.23	64.0	14.72	58,721	1.73	0.10	0.00	16.55	-13.61	-105.14	-13.61
	May-21	1138	155.87	No	0.29	64.0	18.56	60,007	1.77	0.12	0.00	20.44	-17.09	-123.17	-17.09
	Jun-21	1132	150.13	No	0.41	64.0	26.24	54,268	1.60	0.12	0.00	27.95	-22.15	-129.63	-22.15
	Jul-21	1116	152.93	No	0.45	64.0	28.80	48,421	1.43	0.12	0.14	30.48	-25.63	-132.87	-25.63
	Aug-21	1194	163.52	No	0.41	64.0	26.24	51,645	1.52	0.12	0.32	28.20	-25.78	-140.60	-25.78
	Sep-21	1060	140.58	No	0.29	64.0	18.56	42,618	1.25	0.12	0.50	20.43	-21.92	-133.33	-21.92
	Oct-21	1220	167.09	No	0.20	64.0	12.80	35,645	1.05	0.07	0.64	14.56	-17.36	-143.07	-17.36
Nov-21	930	123.32	No	0.10	64.0	6.40	0	0.00	0.07	0.63	7.09	-11.97	-127.71	-11.97	
Dec-21	901	123.46	No	0.08	64.0	5.12	0	0.00	0.04	0.48	5.63	-9.03	-119.49	-9.03	
Totals			1661.69		2.79		178.56	447,252	13.16	0.99	2.71	195.43	-190.66	-1454.53	-190.66
2022	Jan-22	838	112.92	No	0.08	64.0	5.12	0	0.00	0.04	0.32	5.47	-7.96	-113.14	-7.96
	Feb-22	697	86.25	No	0.11	64.0	7.04	0	0.00	0.05	0.33	7.42	-8.46	-97.19	-8.46
	Mar-22	946	129.66	No	0.14	64.0	8.96	42,083	1.24	0.07	0.65	10.92	-10.39	-111.99	-10.39
	Apr-22	1053	139.66	No	0.23	64.0	14.72	58,137	1.71	0.10	0.69	17.22	-14.29	-125.60	-14.29
	May-22	1477	202.31	No	0.29	64.0	18.56	58,973	1.74	0.12	0.87	21.28	-17.94	-161.01	-17.94
	Jun-22	1209	160.32	No	0.41	64.0	26.24	65,452	1.93	0.12	0.60	28.88	-23.10	-156.56	-23.10
	Jul-22	1218	166.86	No	0.45	64.0	28.80	58,055	1.71	0.12	0.73	31.35	-26.57	-154.56	-26.57
	Aug-22	1138	155.97	No	0.41	64.0	26.24	68,429	2.01	0.12	0.82	29.19	-26.78	-150.88	-26.78
	Sep-22	1492	197.78	No	0.29	64.0	18.56	63,328	1.86	0.12	0.51	21.05	-22.76	-170.04	-22.76
	Oct-22	1396	191.31	No	0.20	64.0	12.80	63,377	1.87	0.07	0.69	15.42	-18.24	-176.91	-18.24
Nov-22	1723	228.44	No	0.10	64.0	6.40	33,773	0.99	0.07	0.82	8.28	-13.05	-196.70	-13.05	
Dec-22	1301	178.25	No	0.08	64.0	5.12	44,011	1.30	0.04	0.65	7.10	-10.32	-181.88	-10.32	
Totals			1949.73		2.79		178.56	555,618	16.35	0.99	7.68	203.59	-199.86	-1796.46	-199.86
2023	Jan-23	34	4.52	No	0.08	64.0	5.12	15,278	0.45	0.04	0.20	5.80	-8.77	-86.73	-8.77
	Feb-23	54	6.66	No	0.11	64.0	7.04	37,967	1.12	0.05	0.05	8.26	-9.28	-45.53	-9.28
	Mar-23	232	31.85	No	0.14	64.0	8.96	56,196	1.65	0.07	0.57	11.25	-11.02	-48.15	-11.02
	Apr-23	345	45.73	No	0.23	64.0	14.72	40,127	1.18	0.10	0.79	16.79	-14.43	-55.93	-14.43
	May-23	219	30.04	No	0.29	64.0	18.56	54,559	1.61	0.12	0.43	20.71	-17.79	-49.73	-17.79
	Jun-23	0	0.00	No	0.41	64.0	26.24	66,000	1.94	0.12	0.60	28.90	-23.14	-30.45	-23.14
	Jul-23	0	0.00	No	0.45	64.0	28.80	59,000	1.74	0.12	0.80	31.45	-26.75	-21.61	-26.75
	Aug-23	0	0.00	No	0.41	64.0	26.24	69,000	2.03	0.12	0.90	29.29	-26.98	-18.55	-26.98
	Sep-23	0	0.00	No	0.29	64.0	18.56	64,000	1.88	0.12	0.60	21.16	-22.97	-16.54	-22.97
	Oct-23	0	0.00	No	0.20	64.0	12.80	64,000	1.88	0.07	0.70	15.45	-18.41	-15.00	-18.41
Nov-23	0	0.00	No	0.10	64.0	6.40	34,000	1.00	0.07	0.90	8.37	-13.21	-13.73	-13.21	
Dec-23	0	0.00	No	0.08	64.0	5.12	45,000	1.32	0.04	0.70	7.18	-10.49	-12.64	-10.49	
Totals			118.82		2.79		178.56	605,127	17.81	0.99	7.24	204.60	-203.24	-414.60	-203.24

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)	Evaporative Loss (ac-ft)	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 (-)
2021	Jan-21	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-21	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-21	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-21	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-21	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-21	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-21	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-21	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-21	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-21	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-21	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-21	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
2022	Jan-22	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-22	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-22	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-22	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-22	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-22	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-22	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-22	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-22	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-22	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-22	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-22	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
2023	Jan-23	0	No	Yes	0.08	26.2	2.10	0	0.00	0.00	2.10	-4.85	0.00	-4.85
	Feb-23	0	No	Yes	0.10	26.2	2.62	0	0.00	0.00	2.62	-4.31	0.00	-4.31
	Mar-23	0	No	Yes	0.13	26.2	3.41	0	0.00	0.00	3.41	-4.05	0.00	-4.05
	Apr-23	0	No	Yes	0.22	26.2	5.76	0	0.00	0.00	5.76	-4.19	0.00	-4.19
	May-23	0	No	Yes	0.28	26.2	7.34	0	0.00	0.00	7.34	-4.80	0.00	-4.80
	Jun-23	0	No	Yes	0.41	26.2	10.74	0	0.00	0.00	10.74	-5.78	0.00	-5.78
	Jul-23	0	No	Yes	0.45	26.2	11.79	0	0.00	0.00	11.79	-7.12	0.00	-7.12
	Aug-23	0	No	Yes	0.42	26.2	11.00	0	0.00	0.00	11.00	-8.12	0.00	-8.12
	Sep-23	0	No	Yes	0.29	26.2	7.60	0	0.00	0.00	7.60	-8.37	0.00	-8.37
	Oct-23	0	No	Yes	0.19	26.2	4.98	0	0.00	0.00	4.98	-7.78	0.00	-7.78
	Nov-23	0	No	Yes	0.09	26.2	2.36	0	0.00	0.00	2.36	-6.76	0.00	-6.76
	Dec-23	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 Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	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-21	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.06	0.00	-0.07
	Mar-21	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-21	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-21	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-21	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-21	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.19	0.00	-0.19
	Aug-21	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-21	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-21	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.17	0.00	-0.18
	Nov-21	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-21	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
Totals			0.00				0.00	0	0.00	1.54	0.00	1.54	-1.54	-0.01	-1.55
2022	Jan-22	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-22	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.06	0.00	-0.07
	Mar-22	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-22	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-22	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-22	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-22	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.19	0.00	-0.19
	Aug-22	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-22	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-22	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.17	0.00	-0.18
	Nov-22	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-22	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
Totals			0.00				0.00	0	0.00	1.54	0.00	1.54	-1.54	-0.01	-1.55
2023	Jan-23	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-23	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.05	0.00	0.05	-0.06	0.00	-0.06
	Mar-23	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-23	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-23	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-23	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-23	0	0.00	Yes	0.44	0.0	0.00	0	0.00	0.23	0.00	0.23	-0.19	0.00	-0.19
	Aug-23	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-23	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-23	0	0.00	Yes	0.18	0.0	0.00	0	0.00	0.15	0.00	0.15	-0.17	0.00	-0.17
	Nov-23	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-23	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
Totals			0.00				0.00	0	0.00	1.54	0.00	1.54	-1.54	0.00	-1.54

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

Saint Vrain Creek Basin Accounting
 Elk 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)
2021	Jan-21	0	0.01	No	0.08	4.0	0.32	38,811	1.14	0.04	1.50	-1.84	-4.50	-1.84
	Feb-21	0	0.00	No	0.09	4.0	0.36	27,904	0.82	0.05	1.23	-1.83	-4.37	-1.83
	Mar-21	1	0.10	No	0.13	4.0	0.52	49,788	1.47	0.07	2.05	-1.82	-4.25	-1.82
	Apr-21	1	0.07	No	0.20	4.0	0.80	50,513	1.49	0.10	2.39	-1.79	-4.12	-1.79
	May-21	1	0.14	No	0.26	4.0	1.04	46,397	1.37	0.12	2.52	-1.78	-4.01	-1.78
	Jun-21	1	0.08	No	0.38	4.0	1.52	65,889	1.94	0.12	3.57	-1.79	-3.90	-1.79
	Jul-21	1	0.09	No	0.44	4.0	1.76	58,902	1.73	0.12	3.61	-1.82	-3.79	-1.82
	Aug-21	0	0.06	No	0.38	4.0	1.52	97,465	2.87	0.12	4.50	-1.87	-3.68	-1.87
	Sep-21	1	0.07	No	0.26	4.0	1.04	30,759	0.91	0.12	2.06	-1.94	-3.58	-1.94
	Oct-21	20	2.72	No	0.18	4.0	0.72	48,573	1.43	0.07	2.21	-2.02	-3.48	-2.02
	Nov-21	4	0.53	No	0.10	4.0	0.40	72,363	2.13	0.07	2.59	-2.05	-3.39	-2.05
	Dec-21	0	0.00	No	0.08	4.0	0.32	86,549	2.55	0.04	2.90	-2.07	-3.35	-2.07
Totals							10.32	673,913	19.83	0.99	31.14	-22.63	-46.43	-22.63
2022	Jan-22	7	1.00	No	0.08	4.0	0.32	36,823	1.08	0.04	1.44	-2.08	-3.30	-2.08
	Feb-22	26	3.25	No	0.09	4.0	0.36	45,839	1.35	0.05	1.76	-2.09	-3.23	-2.09
	Mar-22	8	1.03	No	0.13	4.0	0.52	77,350	2.28	0.07	2.86	-2.07	-3.17	-2.07
	Apr-22	8	1.00	No	0.20	4.0	0.80	71,004	2.09	0.10	2.99	-2.06	-3.16	-2.06
	May-22	130	17.79	No	0.26	4.0	1.04	65,428	1.93	0.12	3.08	-2.07	-3.13	-2.07
	Jun-22	42	5.57	No	0.38	4.0	1.52	51,159	1.51	0.12	3.14	-2.09	-3.18	-2.09
	Jul-22	41	5.57	No	0.44	4.0	1.76	53,484	1.57	0.12	3.45	-2.12	-3.46	-2.12
	Aug-22	108	14.80	No	0.38	4.0	1.52	71,098	2.09	0.12	3.73	-2.16	-3.72	-2.16
	Sep-22	54	7.10	No	0.26	4.0	1.04	66,924	1.97	0.12	3.12	-2.21	-3.93	-2.21
	Oct-22	35	4.85	No	0.18	4.0	0.72	61,505	1.81	0.07	2.60	-2.25	-4.21	-2.25
	Nov-22	0	0.00	No	0.10	4.0	0.40	36,778	1.08	0.07	1.55	-2.29	-4.41	-2.29
	Dec-22	0	0.00	No	0.08	4.0	0.32	35,802	1.05	0.04	1.41	-2.30	-4.47	-2.30
Totals							10.32	673,194	19.81	0.99	31.12	-25.79	-43.37	-25.79
2023	Jan-23	0	0.00	No	0.08	4.0	0.32	19,211	0.57	0.04	0.92	-2.29	-4.37	-2.29
	Feb-23	24	2.99	No	0.09	4.0	0.36	36,326	1.07	0.05	1.48	-2.24	-4.18	-2.24
	Mar-23	28	3.81	No	0.13	4.0	0.52	52,866	1.56	0.07	2.14	-2.19	-4.00	-2.19
	Apr-23	18	2.44	No	0.20	4.0	0.80	54,994	1.62	0.10	2.52	-2.15	-3.88	-2.15
	May-23	240	32.83	No	0.26	4.0	1.04	57,653	1.70	0.12	2.85	-2.13	-3.83	-2.13
	Jun-23	0	0.00	No	0.38	4.0	1.52	52,000	1.53	0.12	3.17	-2.14	-3.95	-2.14
	Jul-23	0	0.00	No	0.44	4.0	1.76	54,000	1.59	0.12	3.46	-2.16	-4.45	-2.16
	Aug-23	0	0.00	No	0.38	4.0	1.52	72,000	2.12	0.12	3.75	-2.20	-4.70	-2.20
	Sep-23	0	0.00	No	0.26	4.0	1.04	67,000	1.97	0.12	3.13	-2.24	-4.65	-2.24
	Oct-23	0	0.00	No	0.18	4.0	0.72	62,000	1.82	0.07	2.61	-2.30	-4.47	-2.30
	Nov-23	0	0.00	No	0.10	4.0	0.40	37,000	1.09	0.07	1.55	-2.34	-4.26	-2.34
	Dec-23	0	0.00	No	0.08	4.0	0.32	36,000	1.06	0.04	1.41	-2.35	-4.05	-2.35
Totals							10.32	601,050	17.69	0.99	29.00	-26.73	-50.79	-26.73

Aggregate Industries, Inc.

Site: Irwin-Thomas Pit (WDID 0505626)

Saint Vrain Creek Basin Accountingæk 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 and Slurry Wall (acre-feet)	Total On-Site Consumptive Use (acre-feet)	Lagged Depletion (acre-feet)	Lagged Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	0	0.00	No	0.08	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Feb-21	0	0.00	No	0.09	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Mar-21	0	0.00	No	0.13	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-21	0	0.00	No	0.20	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	May-21	0	0.00	No	0.25	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-21	0	0.00	No	0.38	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Jul-21	0	0.00	No	0.44	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Aug-21	0	0.00	No	0.38	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Sep-21	0	0.00	No	0.26	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Oct-21	0	0.00	No	0.18	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Nov-21	0	0.00	No	0.10	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Dec-21	0	0.00	No	0.08	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
Totals							0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
2022	Jan-22	0	0.00	No	0.08	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Feb-22	0	0.00	No	0.09	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Mar-22	0	0.00	No	0.13	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-22	0	0.00	No	0.20	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	May-22	0	0.00	No	0.25	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-22	0	0.00	No	0.38	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Jul-22	0	0.00	No	0.44	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Aug-22	0	0.00	No	0.38	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Sep-22	0	0.00	No	0.26	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Oct-22	0	0.00	No	0.18	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Nov-22	0	0.00	No	0.10	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Dec-22	0	0.00	No	0.08	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
Totals							0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
2023	Jan-23	0	0.00	No	0.08	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Feb-23	0	0.00	No	0.09	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Mar-23	0	0.00	No	0.13	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Apr-23	0	0.00	No	0.20	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	May-23	0	0.00	No	0.25	0.0	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
	Jun-23	0	0.00	No	0.38	1.0	0.38	45,000	1.32	1.00	2.70	-0.19	0.00	-0.19
	Jul-23	0	0.00	No	0.44	1.0	0.44	45,000	1.32	1.00	2.76	-0.74	0.00	-0.74
	Aug-23	0	0.00	No	0.38	1.0	0.38	45,000	1.32	1.00	2.70	-1.09	0.00	-1.09
	Sep-23	0	0.00	No	0.26	1.0	0.26	45,000	1.32	1.00	2.58	-1.29	0.00	-1.29
	Oct-23	0	0.00	No	0.18	1.0	0.18	45,000	1.32	1.00	2.50	-1.40	0.00	-1.40
	Nov-23	0	0.00	No	0.10	1.0	0.10	45,000	1.32	1.00	2.42	-1.48	0.00	-1.48
	Dec-23	0	0.00	No	0.08	1.0	0.08	35,000	1.03	1.00	2.11	-1.51	0.00	-1.51
Totals							1.82	305,000	8.98	7.00	17.80	-7.69	0.00	-7.69

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)
2021	Jan-21	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.88
	Feb-21	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.85
	Mar-21	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.88
	Apr-21	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.00
	May-21	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.22
	Jun-21	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.55
	Jul-21	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.82
	Aug-21	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.91
	Sep-21	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.80
	Oct-21	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.55
	Nov-21	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.23
	Dec-21	0.08	5.6	0.44	0	0.00	0.00	0.44	-0.98
Totals				15.00	0	0.00	0.00	15.00	-15.66
2022	Jan-22	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.88
	Feb-22	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.84
	Mar-22	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.87
	Apr-22	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.00
	May-22	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.22
	Jun-22	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.54
	Jul-22	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.82
	Aug-22	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.90
	Sep-22	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.79
	Oct-22	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.54
	Nov-22	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.22
	Dec-22	0.08	5.6	0.44	0	0.00	0.00	0.44	-0.98
Totals				15.00	0	0.00	0.00	15.00	-15.61
2023	Jan-23	0.08	5.6	0.47	0	0.00	0.00	0.47	-0.87
	Feb-23	0.10	5.6	0.56	0	0.00	0.00	0.56	-0.84
	Mar-23	0.13	5.6	0.74	0	0.00	0.00	0.74	-0.87
	Apr-23	0.20	5.6	1.14	0	0.00	0.00	1.14	-1.00
	May-23	0.29	5.6	1.60	0	0.00	0.00	1.60	-1.22
	Jun-23	0.41	5.6	2.28	0	0.00	0.00	2.28	-1.54
	Jul-23	0.42	5.6	2.37	0	0.00	0.00	2.37	-1.82
	Aug-23	0.39	5.6	2.16	0	0.00	0.00	2.16	-1.90
	Sep-23	0.29	5.6	1.64	0	0.00	0.00	1.64	-1.79
	Oct-23	0.19	5.6	1.09	0	0.00	0.00	1.09	-1.54
	Nov-23	0.09	5.6	0.51	0	0.00	0.00	0.51	-1.22
	Dec-23	0.08	5.6	0.44	0	0.00	0.00	0.44	-0.98
Totals				15.00	0.00	0.00	0.00	15.00	-15.57

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 (ac-ft)	Lagged Dewatering Depletions (ac-ft)	Orr Drain Inflow (ac-ft)	Pump Outflow (ac-ft)	Surface Water Depletion (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.17	-	-	-	-4.32
	Feb-21	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.12	-	-	-	-4.27
	Mar-21	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.07	-	-	-	-4.22
	Apr-21	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.15	-4.03	-	-	-	-4.18
	May-21	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.14	-4.00	15.35	15.09	-0.26	-4.41
	Jun-21	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.14	-3.96	23.31	22.09	-1.22	-5.32
	Jul-21	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.14	-3.91	16.04	12.19	-3.85	-7.91
	Aug-21	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.14	-3.88	16.48	14.68	-1.79	-5.81
	Sep-21	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.14	-3.85	16.17	7.60	-8.57	-12.55
	Oct-21	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.14	-3.81	13.55	13.83	0.28	-3.67
	Nov-21	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.77	45.11	49.94	4.83	0.92
	Dec-21	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.73	39.26	37.43	-1.84	-5.70
Totals							0.00	0	0.00	0.00	0.00	-1.69	-47.33	185.28	172.85	-12.43	-61.44
2022	Jan-22	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.70	41.19	42.84	1.65	-2.19
	Feb-22	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.67	41.81	46.34	4.53	0.73
	Mar-22	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.64	41.15	52.48	11.33	7.56
	Apr-22	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.61	15.38	14.04	-1.34	-5.08
	May-22	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.58	22.20	14.78	-7.43	-11.14
	Jun-22	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.55	19.58	8.25	-11.33	-15.00
	Jul-22	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.13	-3.51	16.21	20.55	4.34	0.71
	Aug-22	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.47	17.42	14.38	-3.04	-6.63
	Sep-22	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.44	15.25	14.03	-1.21	-4.77
	Oct-22	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.41	7.34	8.43	1.09	-2.44
	Nov-22	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.38	7.50	9.54	2.05	-1.46
	Dec-22	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.35	2.00	10.27	8.27	4.80
Totals							0.00	0	0.00	0.00	0.00	-1.50	-42.30	247.02	255.92	8.90	-34.91
2023	Jan-23	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.32	10.25	9.38	-0.86	-4.30
	Feb-23	0	0.00	Yes	0.10	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.29	0.00	0.00	0.00	-3.41
	Mar-23	0	0.00	Yes	0.13	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.27	0.00	0.00	0.00	-3.38
	Apr-23	0	0.00	Yes	0.20	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.24	0.00	0.00	0.00	-3.36
	May-23	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.12	-3.21			0.00	-3.33
	Jun-23	0	0.00	Yes	0.41	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.18			0.00	-3.29
	Jul-23	0	0.00	Yes	0.42	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.14			0.00	-3.25
	Aug-23	0	0.00	Yes	0.39	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.10			0.00	-3.21
	Sep-23	0	0.00	Yes	0.29	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.06			0.00	-3.17
	Oct-23	0	0.00	Yes	0.19	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.03			0.00	-3.14
	Nov-23	0	0.00	Yes	0.09	0.0	0.00	0	0.00	0.00	0.00	-0.11	-3.00			0.00	-3.10
	Dec-23	0	0.00	Yes	0.08	0.0	0.00	0	0.00	0.00	0.00	-0.11	-2.96			0.00	-3.06
Totals							0.00	0	0.00	0.00	0.00	-1.35	-37.78	10.25	9.38	-0.86	-39.99

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 Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.43	-0.18	-0.61
	Feb-21	0	No	Yes	0.10	1.0	0.10	0	0.00	0.00	0.10	-0.39	-0.18	-0.57
	Mar-21	0	No	Yes	0.12	1.0	0.12	0	0.00	0.00	0.12	-0.38	-0.18	-0.56
	Apr-21	0	No	Yes	0.23	1.0	0.23	0	0.00	0.00	0.23	-0.43	-0.18	-0.61
	May-21	0	No	Yes	0.28	1.0	0.28	0	0.00	0.00	0.28	-0.47	-0.18	-0.65
	Jun-21	0	No	Yes	0.41	1.0	0.41	0	0.00	0.00	0.41	-0.54	-0.18	-0.73
	Jul-21	0	No	Yes	0.45	1.0	0.45	0	0.00	0.00	0.45	-0.59	-0.18	-0.77
	Aug-21	0	No	Yes	0.39	1.0	0.39	0	0.00	0.00	0.39	-0.58	-0.18	-0.76
	Sep-21	0	No	Yes	0.30	1.0	0.30	0	0.00	0.00	0.30	-0.53	-0.18	-0.71
	Oct-21	0	No	Yes	0.20	1.0	0.20	0	0.00	0.00	0.20	-0.45	-0.18	-0.63
	Nov-21	0	No	Yes	0.09	1.0	0.09	0	0.00	0.00	0.09	-0.37	-0.18	-0.55
	Dec-21	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.32	-0.18	-0.50
Totals							2.73	0	0.00	0.00	2.73	-5.48	-2.17	-7.65
2022	Jan-22	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.31	-0.18	-0.49
	Feb-22	0	No	Yes	0.10	1.0	0.10	0	0.00	0.00	0.10	-0.31	-0.18	-0.49
	Mar-22	0	No	Yes	0.12	1.0	0.12	0	0.00	0.00	0.12	-0.33	-0.18	-0.51
	Apr-22	0	No	Yes	0.23	1.0	0.23	0	0.00	0.00	0.23	-0.38	-0.18	-0.56
	May-22	0	No	Yes	0.28	1.0	0.28	0	0.00	0.00	0.28	-0.43	-0.18	-0.61
	Jun-22	0	No	Yes	0.41	1.0	0.41	0	0.00	0.00	0.41	-0.51	-0.18	-0.69
	Jul-22	0	No	Yes	0.45	1.0	0.45	0	0.00	0.00	0.45	-0.56	-0.18	-0.74
	Aug-22	0	No	Yes	0.39	1.0	0.39	0	0.00	0.00	0.39	-0.56	-0.18	-0.74
	Sep-22	0	No	Yes	0.30	1.0	0.30	0	0.00	0.00	0.30	-0.50	-0.18	-0.68
	Oct-22	0	No	Yes	0.20	1.0	0.20	0	0.00	0.00	0.20	-0.43	-0.18	-0.61
	Nov-22	0	No	Yes	0.09	1.0	0.09	0	0.00	0.00	0.09	-0.35	-0.18	-0.53
	Dec-22	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.31	-0.18	-0.49
Totals							2.73	0	0.00	0.00	2.73	-4.98	-2.17	-7.15
2023	Jan-23	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.29	-0.18	-0.48
	Feb-23	0	No	Yes	0.10	1.0	0.10	0	0.00	0.00	0.10	-0.30	-0.18	-0.48
	Mar-23	0	No	Yes	0.12	1.0	0.12	0	0.00	0.00	0.12	-0.31	-0.18	-0.49
	Apr-23	0	No	Yes	0.23	1.0	0.23	0	0.00	0.00	0.23	-0.37	-0.18	-0.55
	May-23	0	No	Yes	0.28	1.0	0.28	0	0.00	0.00	0.28	-0.42	-0.18	-0.60
	Jun-23	0	No	Yes	0.41	1.0	0.41	0	0.00	0.00	0.41	-0.50	-0.18	-0.68
	Jul-23	0	No	Yes	0.45	1.0	0.45	0	0.00	0.00	0.45	-0.55	-0.18	-0.73
	Aug-23	0	No	Yes	0.39	1.0	0.39	0	0.00	0.00	0.39	-0.55	-0.18	-0.73
	Sep-23	0	No	Yes	0.30	1.0	0.30	0	0.00	0.00	0.30	-0.49	-0.18	-0.67
	Oct-23	0	No	Yes	0.20	1.0	0.20	0	0.00	0.00	0.20	-0.42	-0.18	-0.60
	Nov-23	0	No	Yes	0.09	1.0	0.09	0	0.00	0.00	0.09	-0.34	-0.18	-0.52
	Dec-23	0	No	Yes	0.08	1.0	0.08	0	0.00	0.00	0.08	-0.30	-0.18	-0.48
Totals							2.73	0	0.00	0.00	2.73	-4.85	-2.17	-7.01

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/Slurry Wall (ac-ft)	Total On-Site Consumptive Use (ac-ft)	Lagged Depletion (ac-ft)	Lagged <i>Dewatering</i> Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	0	0.00	Yes	0.08	3.0	0.24	0	0.00	0.00	0.24	-0.49	0.00	-0.49
	Feb-21	0	0.00	Yes	0.10	3.0	0.30	0	0.00	0.00	0.30	-0.46	0.00	-0.46
	Mar-21	0	0.00	Yes	0.12	3.0	0.37	0	0.00	0.00	0.37	-0.45	0.00	-0.45
	Apr-21	0	0.00	Yes	0.23	3.0	0.69	0	0.00	0.00	0.69	-0.51	0.00	-0.51
	May-21	0	0.00	Yes	0.28	3.0	0.84	0	0.00	0.00	0.84	-0.61	0.00	-0.61
	Jun-21	0	0.00	Yes	0.41	3.0	1.24	0	0.00	0.00	1.24	-0.75	0.00	-0.75
	Jul-21	0	0.00	Yes	0.45	3.0	1.34	0	0.00	0.00	1.34	-0.91	0.00	-0.91
	Aug-21	0	0.00	Yes	0.39	3.0	1.18	0	0.00	0.00	1.18	-0.98	0.00	-0.98
	Sep-21	0	0.00	Yes	0.30	3.0	0.90	0	0.00	0.00	0.90	-0.94	0.00	-0.94
	Oct-21	0	0.00	Yes	0.20	3.0	0.60	0	0.00	0.61	1.21	-0.95	0.00	-0.95
	Nov-21	0	0.00	Yes	0.09	3.0	0.27	0	0.00	2.23	2.50	-1.26	0.00	-1.26
	Dec-21	0	0.00	Yes	0.08	3.0	0.23	0	0.00	19.21	19.44	-4.71	0.00	-4.71
Totals							8.20	0	0.00	22.05	30.26	-13.01	0.00	-13.01
2022	Jan-22	0	0.00	Yes	0.08	3.0	0.24	0	0.00	0.04	0.28	-5.97	0.00	-5.97
	Feb-22	0	0.00	Yes	0.10	3.0	0.30	0	0.00	0.00	0.30	-2.92	0.00	-2.92
	Mar-22	0	0.00	Yes	0.12	3.0	0.37	0	0.00	0.00	0.37	-2.08	0.00	-2.08
	Apr-22	0	0.00	Yes	0.23	3.0	0.69	0	0.00	0.00	0.69	-1.79	0.00	-1.79
	May-22	0	0.00	Yes	0.28	3.0	0.84	0	0.00	0.00	0.84	-1.66	0.00	-1.66
	Jun-22	0	0.00	Yes	0.41	3.0	1.24	0	0.00	0.00	1.24	-1.63	0.00	-1.63
	Jul-22	0	0.00	Yes	0.45	3.0	1.34	0	0.00	0.11	1.45	-1.66	0.00	-1.66
	Aug-22	0	0.00	Yes	0.39	3.0	1.18	0	0.00	0.30	1.48	-1.67	0.00	-1.67
	Sep-22	0	0.00	Yes	0.30	3.0	0.90	0	0.00	0.25	1.14	-1.59	0.00	-1.59
	Oct-22	0	0.00	Yes	0.20	3.0	0.60	0	0.00	0.14	0.74	-1.40	0.00	-1.40
	Nov-22	118	15.70	No	0.09	3.0	0.27	0	0.00	0.00	0.27	-1.15	-2.84	-1.15
	Dec-22	217	29.76	No	0.08	3.0	0.23	0	0.00	0.00	0.23	-0.92	-9.60	-0.92
Totals							8.20	0	0.00	0.83	9.03	-24.45	-12.44	-24.45
2023	Jan-23	1,108	149.32	No	0.08	3.0	0.24	70,656	1.04	0.00	1.28	-0.98	-36.85	-0.98
	Feb-23	622	77.01	No	0.10	3.0	0.30	108,248	1.59	0.00	1.90	-1.28	-58.74	-1.28
	Mar-23	640	87.68	No	0.12	3.0	0.37	101,645	1.50	0.00	1.87	-1.48	-57.21	-1.48
	Apr-23	689	91.37	No	0.23	3.0	0.69	112,075	1.65	0.00	2.34	-1.65	-63.00	-1.65
	May-23	492	67.40	No	0.28	3.0	0.84	136,705	2.01	0.03	2.88	-1.93	-63.81	-1.93
	Jun-23	0	0.00	No	0.41	3.0	1.24	127,666	1.88	0.44	3.56	-2.29	-49.07	-2.29
	Jul-23	0	0.00	No	0.45	3.0	1.34	115,884	1.71	0.44	3.49	-2.60	-31.31	-2.60
	Aug-23	0	0.00	No	0.39	3.0	1.18	150,024	2.21	0.44	3.83	-2.82	-24.25	-2.82
	Sep-23	0	0.00	No	0.30	3.0	0.90	131,999	1.94	0.44	3.28	-2.93	-19.90	-2.93
	Oct-23	0	0.00	No	0.20	3.0	0.60	151,133	2.22	0.29	3.12	-2.89	-16.58	-2.89
	Nov-23	0	0.00	No	0.09	3.0	0.27	68,561	1.01	0.29	1.57	-2.62	-13.85	-2.62
	Dec-23	0	0.00	No	0.08	3.0	0.23	91,942	1.35	0.12	1.70	-2.25	-11.60	-2.25
Totals							8.20	1,366,538	20.11	2.51	30.82	-25.71	-446.16	-25.71

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 Dewatering Depletions (ac-ft)	Net Depletion (+) or Accretion (-) (ac-ft)
2021	Jan-21	0	0.00	No	0.09	37.0	3.15	0	0.00	0.07	3.22	-2.39	-48.11	-2.39
	Feb-21	0	0.00	No	0.11	37.0	4.04	0	0.00	0.10	4.14	-3.20	-38.42	-3.20
	Mar-21	192	26.34	No	0.14	37.0	5.03	0	0.00	0.13	5.16	-3.89	-40.62	-3.89
	Apr-21	839	111.30	No	0.24	37.0	8.88	0	0.00	0.20	9.08	-5.50	-69.41	-5.50
	May-21	190	26.05	No	0.32	37.0	11.84	0	0.00	0.23	12.07	-7.66	-65.87	-7.66
	Jun-21	985	130.58	No	0.45	37.0	16.50	0	0.00	0.23	16.73	-10.37	-80.02	-10.37
	Jul-21	945	129.41	No	0.47	37.0	17.33	0	0.00	0.23	17.56	-12.47	-103.66	-12.47
	Aug-21	148	20.28	No	0.41	37.0	15.26	0	0.00	0.23	15.49	-12.86	-76.85	-12.86
	Sep-21	522	69.27	No	0.31	37.0	11.53	0	0.00	0.23	11.76	-11.76	-64.79	-11.76
	Oct-21	383	52.46	No	0.21	37.0	7.86	0	0.00	0.13	7.99	-9.85	-65.61	-9.85
	Nov-21	294	39.03	No	0.10	37.0	3.73	0	0.00	0.13	3.86	-7.48	-57.44	-7.48
	Dec-21	99	13.51	No	0.09	37.0	3.24	0	0.00	0.07	3.31	-5.88	-44.34	-5.88
Totals							108.38	0	0.00	1.98	110.36	-93.31	-755.12	-93.31
2022	Jan-22	433	59.32	No	0.09	37.0	3.15	0	0.00	0.00	3.15	-5.18	-48.91	-5.18
	Feb-22	0	0.00	No	0.11	37.0	4.04	0	0.00	0.00	4.04	-5.08	-39.73	-5.08
	Mar-22	0	0.00	No	0.14	37.0	5.03	0	0.00	0.00	5.03	-5.39	-24.88	-5.39
	Apr-22	507	67.21	No	0.24	37.0	8.88	0	0.00	0.00	8.88	-6.73	-40.35	-6.73
	May-22	356	48.76	No	0.32	37.0	11.84	0	0.00	0.00	11.84	-8.69	-50.39	-8.69
	Jun-22	343	45.46	No	0.45	37.0	16.50	0	0.00	0.00	16.50	-11.22	-48.11	-11.22
	Jul-22	2,330	319.19	No	0.47	37.0	17.33	0	0.00	0.00	17.33	-13.19	-130.45	-13.19
	Aug-22	2,688	368.31	No	0.41	37.0	15.26	0	0.00	0.00	15.26	-13.46	-221.10	-13.46
	Sep-22	2,604	345.26	No	0.31	37.0	11.53	0	0.00	0.00	11.53	-12.26	-252.46	-12.26
	Oct-22	1,627	222.85	No	0.21	37.0	7.86	0	0.00	0.00	7.86	-10.28	-227.30	-10.28
	Nov-22	437	57.95	No	0.10	37.0	3.73	0	0.00	0.00	3.73	-7.86	-153.75	-7.86
	Dec-22	854	116.96	No	0.09	37.0	3.24	0	0.00	0.00	3.24	-6.22	-123.63	-6.22
Totals							108.38	0	0.00	0.00	108.38	-105.58	-1361.08	-105.58
2023	Jan-23	112	15.34	No	0.09	37.0	3.15	0	0.00	0.00	3.15	-5.51	-95.40	-5.51
	Feb-23	1,628	201.47	No	0.11	37.0	4.04	0	0.00	0.00	4.04	-5.39	-122.69	-5.39
	Mar-23	182	24.93	No	0.14	37.0	5.03	0	0.00	0.00	5.03	-5.66	-110.39	-5.66
	Apr-23	897	118.89	No	0.24	37.0	8.88	0	0.00	0.00	8.88	-6.97	-100.71	-6.97
	May-23	470	64.44	No	0.32	37.0	11.84	0	0.00	0.00	11.84	-8.89	-99.26	-8.89
	Jun-23	0	0.00	No	0.45	37.0	16.50	0	0.00	0.00	16.50	-11.41	-67.13	-11.41
	Jul-23	0	0.00	No	0.47	37.0	17.33	0	0.00	0.00	17.33	-13.35	-44.97	-13.35
	Aug-23	0	0.00	No	0.41	37.0	15.26	0	0.00	0.00	15.26	-13.60	-36.44	-13.60
	Sep-23	0	0.00	No	0.31	37.0	11.53	0	0.00	0.00	11.53	-12.38	-31.07	-12.38
	Oct-23	0	0.00	No	0.21	37.0	7.86	0	0.00	0.00	7.86	-10.39	-26.93	-10.39
	Nov-23	0	0.00	No	0.10	37.0	3.73	0	0.00	0.00	3.73	-7.96	-23.50	-7.96
	Dec-23	0	0.00	No	0.09	37.0	3.24	0	0.00	0.00	3.24	-6.30	-20.55	-6.30
Totals							108.38	0	0.00	0.00	108.38	-107.81	-779.04	-107.81

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)
2021	Jan-21	0.08	63.8	4.91	107,940	1.59	0.12	0.37	6.99	-11.57
	Feb-21	0.10	63.8	6.29	75,498	1.11	0.28	0.43	8.11	-10.98
	Mar-21	0.12	63.8	7.59	101,503	1.49	0.29	0.32	9.70	-11.33
	Apr-21	0.22	63.8	14.29	103,697	1.53	1.14	0.57	17.53	-14.32
	May-21	0.27	63.8	17.27	83,133	1.22	0.80	0.36	19.64	-17.05
	Jun-21	0.40	63.8	25.53	74,109	1.09	2.05	0.44	29.12	-21.56
	Jul-21	0.43	63.8	27.73	77,242	1.14	2.32	0.29	31.47	-25.34
	Aug-21	0.38	63.8	24.45	58,453	0.86	2.59	0.57	28.47	-25.83
	Sep-21	0.29	63.8	18.57	103,464	1.52	2.53	0.64	23.27	-23.86
	Oct-21	0.19	63.8	12.39	97,256	1.43	1.87	0.64	16.33	-20.19
	Nov-21	0.09	63.8	5.47	88,436	1.30	0.91	0.49	8.17	-15.18
	Dec-21	0.07	63.8	4.65	95,597	1.41	0.77	0.37	7.20	-12.09
Totals				169.15	1,066,328	15.69	15.68	5.48	206.01	-209.31
2022	Jan-22	0.08	63.8	4.91	66,893	0.98	0.00	0.30	6.20	-10.55
	Feb-22	0.10	63.8	6.29	62,394	0.92	0.00	0.16	7.36	-10.10
	Mar-22	0.12	63.8	7.59	89,449	1.32	0.34	0.65	9.90	-10.84
	Apr-22	0.22	63.8	14.29	91,249	1.34	1.94	1.07	18.64	-14.44
	May-22	0.27	63.8	17.27	78,621	1.16	2.47	1.62	22.51	-18.15
	Jun-22	0.40	63.8	25.53	88,153	1.30	3.45	0.87	31.15	-22.96
	Jul-22	0.43	63.8	27.73	80,018	1.18	3.89	0.72	33.51	-26.73
	Aug-22	0.38	63.8	24.45	103,591	1.52	2.70	0.70	29.38	-26.88
	Sep-22	0.29	63.8	18.57	91,145	1.34	2.65	0.71	23.28	-24.34
	Oct-22	0.19	63.8	12.39	104,357	1.54	1.93	0.74	16.60	-20.50
	Nov-22	0.09	63.8	5.47	47,341	0.70	0.38	0.62	7.17	-15.02
	Dec-22	0.07	63.8	4.65	63,486	0.93	0.09	0.55	6.22	-11.59
Totals				169.15	966,697	14.23	19.84	8.71	211.92	-212.12
2023	Jan-23	0.08	63.8	4.91	70,656	1.04	0.02	0.32	6.29	-10.35
	Feb-23	0.10	63.8	6.29	108,248	1.59	0.07	0.33	8.28	-10.43
	Mar-23	0.12	63.8	7.59	101,645	1.50	0.10	0.45	9.63	-10.99
	Apr-23	0.22	63.8	14.29	112,075	1.65	1.47	0.55	17.97	-14.21
	May-23	0.27	63.8	17.27	136,705	2.01	1.43	0.69	21.40	-17.59
	Jun-23	0.40	63.8	25.53	127,666	1.88	3.50	0.90	31.81	-22.87
	Jul-23	0.43	63.8	27.73	115,884	1.71	3.90	0.80	34.13	-27.05
	Aug-23	0.38	63.8	24.45	150,024	2.21	2.80	0.80	30.26	-27.37
	Sep-23	0.29	63.8	18.57	131,999	1.94	2.70	0.80	24.01	-24.90
	Oct-23	0.19	63.8	12.39	151,133	2.22	2.00	0.80	17.42	-21.09
	Nov-23	0.09	63.8	5.47	68,561	1.01	0.40	0.70	7.58	-15.51
	Dec-23	0.07	63.8	4.65	91,942	1.35	0.10	0.60	6.71	-12.02
Totals				169.15	1,366,538	20.11	18.49	7.73	215.48	-214.38

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 2023 SWSP approval for the Bucklen Pit SWSP projects that the Bucklen Pit SWSP will have excess augmentation credit during the 2023 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 2023 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 2023 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 2023 irrigation season is currently estimated to equal the values below:

Month	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Total
Estimated Excess [ac-ft]	5.12	12.89	11.61	12.08	12.09	10.37	6.80	70.96

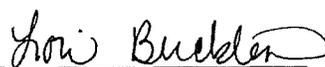
2. The water leased to AI is for the exclusive use by AI and shall not be leased or conveyed to others except by written permission from Bucklen.
3. The cost of the lease water shall be \$100 (ONE HUNDRED DOLLARS) per acre-foot. The volume of water leased by AI each month will be reported to Bucklen within thirty days of the close of that month. Payment will be made by AI within thirty days following the end of the 2023 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 8 day of Dec, 2022.

Aggregate Industries-WCR, Inc.

Bucklen Equipment Company, Inc.

Signature: 

Signature: 

Date: 12/9/2022

Date: 12-8-22

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 2023 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 2023 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 2023 irrigation season. Before April 1, 2023, SHAREHOLDER will direct the GIC to deliver their shares to the 4th 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 2023 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 2023 assessments on SHAREHOLDER's behalf for the 3 GIC shares, at a rate of up to \$540 (FIVE HUNDRED FORTY 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 2023 assessment rate. This payment shall be nonrefundable and is not contingent upon AI's actual usage of the water.

DATED this 20 day of April, 2023.

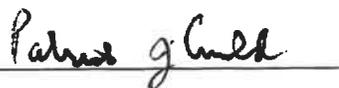
Aggregate Industries-WCR, Inc.

Pat Arnold (PoA for Dorothy Mae Arnold)

Signature: _____



Signature: _____



Date: _____

4-20-23

Date: _____

1-9-2023



CENTENNIAL
WATER AND SANITATION DISTRICT

December 27, 2022

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

RE: Aggregate Industries Lease request for 2023

Dear Mr. Dains,

I am writing to confirm that Centennial W&S District will plan to provide 14 ac-ft in January, and 16 ac-ft in February, 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

WATER SUPPLY AGREEMENT
(Temporary Mining Water Supply)

This WATER SUPPLY AGREEMENT (“Agreement”) is made and entered into this 1st day of October, 2021, by and between the **City of Longmont**, a municipal corporation organized under the laws of the State of Colorado and acting by and through its Water Utility Enterprise (“Longmont”) whose address is 1100 South Sherman Street, Longmont, Colorado, 80501, Golden Farm, LLLP, whose mailing address is P. O. Box 54, Longmont, CO 80502-0054 (“Golden”), and Aggregate Industries – WCR, Inc., a Colorado corporation, whose mailing address is 1687 Cole Boulevard, Suite 300 Golden, CO 80401 (“Mine Operator”). Longmont, Golden and Mine Operator may sometimes be referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

A. Longmont, a home rule municipality, duly organized and existing as a home-rule city under Article XX of the State of Colorado Constitution, acting on behalf of its water utility enterprise, is authorized, pursuant to sections 1.2, 1.3 and 11.1 of Longmont’s Home Rule Charter and section 31-15-101, et seq., C.R.S., as amended, to acquire, hold, lease and dispose of real and personal property, including water and water rights.

B. Golden historically owned all of, and still owns most of, the approximately 283 acres depicted on Exhibit A, attached hereto and incorporated herein (the “Property”). The Property has been annexed into Longmont, by two separate annexations. The first, Irwin Thomas Annexation #1, is an approximately 245-acre parcel, as shown on Exhibit A (the “Annexation #1 Parcel”). Golden owns approximately 214 acres of the Annexation #1 Parcel (the “Golden Parcel”), and Longmont now owns the remaining approximately 31 acres (the “Longmont Parcel”), as shown on Exhibit A. The second, Irwin Thomas Annexation #2, is an approximately 38-acre parcel, as shown on Exhibit A (the “Annexation #2 Parcel”).

C. Mine Operator is the successor to the rights of the Lessee to mine sand, gravel and other resources on the Property pursuant to that Mining Lease entered into on November 1, 1999 with an affiliate of Golden, as the same may have been modified by that Agreement for the Purchase and Sale of Sand and Gravel Minerals in Place effective March 13, 2018 between Golden Land Company, Golden, and Mine Operator (“2018 PSA”), and as the same may be further amended in the future (such lease, as amended, referred to herein as the “Mining Lease”). Following reclamation of the Property after completion of mining, Golden intends to use portions of the Property for mixed use development.

D. Longmont owns water, water rights, or water credits in the St. Vrain Creek basin that are fully consumable.

E. Paragraph 14 of the Mining Lease requires in part that a) the Lessor shall supply all water owned by Lessor for Lessee’s operation during the term of the Mining Lease, including any extensions thereof (the “Lease Term”); b) the Lessee shall be responsible for implementing and complying with the requirements of any water augmentation plan during the Lease Term; c)

the Lessor shall be responsible for implementing and complying with the requirements of any water augmentation plan following the termination of the Mining Lease; and d) Lessee and Lessor shall cooperate to achieve the most beneficial augmentation plan for the Leased Premises.

F. The Parties desire to enter into this Agreement to provide a fully-consumable water supply for uses associated with mining operations on the Property pursuant to a substitute water supply plan or any other necessary approval(s) obtained by Mine Operator. This Agreement, together with a separate Water Supply Agreement between the Parties to provide water for post-reclamation water uses on the Property (the "Post-Reclamation Water Supply Agreement"), are collectively intended to satisfy the obligations of Paragraph 14 of the Mining Lease.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Mining water supply. Longmont hereby agrees to provide to Mining Operator a) up to 375 acre-feet annually of fully-consumable water to offset water depletions which may regularly occur during the mining of the Property pursuant to the Mining Lease, including evaporation from mined-out pit areas while mining continues to occur elsewhere on the Property (the "Mining Operations Water"); and b) a one-time allotment of up to 1260 acre-feet of additional fully-consumable water sufficient to offset any one-time out-of-priority depletions caused by the cessation of previous pumping undertaken by Mine Operator to dewater any alluvial sand and gravel deposits within and adjacent to the pit areas in order to facilitate mining on the Property, including the filling of unlined pit areas and adjacent alluvial deposits with ground water (the "Post-Pumping Depletion Replacement Water") as more fully set forth herein. The Mining Operations Water and Post-Pumping Depletion Replacement Water, collectively, the "Mining Water Supply", may be selected and delivered by Longmont, in its discretion, from various sources including reusable effluent, water stored in Union Reservoir, fully consumable water controlled by Longmont, or water from any other source, provided the Mining Water Supply shall be usable by Mine Operator for its stated purpose. Mine Operator may use any portion of the Mining Operations Water not then needed to offset depletions described in subparagraph 1.a in order to offset depletions described in subparagraph 1.b.

1.1. Deliveries.

1.1.1 Point of delivery. Longmont shall, at its sole discretion, deliver the Mining Water Supply at the following locations (hereinafter the "Delivery Point"): (1) the outfall of Longmont's municipal wastewater treatment plant, presently located in the SE¼ NW¼ of Section 11, T2N, R69W of the 6th P.M., Boulder County, Colorado; (2) the confluence of Spring Gulch #2 and the Saint Vrain Creek, presently located in the SW¼ of Section 8, T2N, R68W of the 6th P.M., Weld County, Colorado; or (3) at the Bonus Ditch Company's diversion structure(s), if authorized pursuant to a substitute water supply plan or any decree entered in currently-pending Case No. 20CW3179. Mine Operator shall bear any losses associated with

conveyance of the Mining Water Supply from the Delivery Point to any location where Mine Operator may divert and/or use the Mining Water Supply. Longmont shall be responsible for all losses and/or return obligations associated with delivery of the Mining Water Supply to the Delivery Point.

1.1.2. Timing of deliveries. The Mining Operations Water shall be delivered based upon a schedule provided by Mine Operator, in writing, to Longmont at least ninety (90) days prior to the first requested delivery of each water year in which deliveries are requested under this Agreement. Notwithstanding the foregoing, Mine Operator and Longmont's General Manager of the Public Works and Natural Resources Department may mutually agree in writing to adjust the monthly distribution schedule. The Post-Pumping Depletion Replacement Water shall be delivered to offset any out-of-priority depletions directly resulting from Mine Operator's cessation of any dewatering pumping, after consultation between Longmont and Mine Operator concerning the amount and timing of such depletions, including whether the cessation of any pumping contemplated by Mine Operator could reasonably be coordinated such that a portion of the resulting depletions would be projected to occur in-priority (e.g., under "free river" conditions) and thus not require replacement. Mine Operator will use best efforts to cease dewatering pumping to maximize replacement requirements within the period between May 1st and October 31st. Mine Operator shall provide a copy of any delivery schedule created pursuant to this paragraph to Golden.

1.1.3. Accounting. Longmont shall maintain an accounting of all deliveries of the Mining Water Supply to Golden and Mine Operator, and shall provide copies of such accounting to Golden and Mine Operator upon request. This accounting is limited to tracking of release of Mining Water Supply only.

1.2. Use of Mining Water Supply. Mine Operator will use the Mining Water Supply solely in connection with mining operations on the Property, which may include obligations under a temporary substitute water supply plan to replace of out-of-priority depletions attributable to reclamation of the Property that overlap with mining operations. The Mining Water Supply shall not be used to satisfy post-mining reclamation replacement obligations governed by any decreed augmentation plan for the Property.

1.2.1. Augmentation and/or substitute supply plan. Mine Operator may seek approval from the State Engineer's Office for a temporary substitute water supply plan, using the Mining Water Supply as a source of replacement water; however no change of Longmont's water rights shall be applied for or reviewed in any such plan without the prior written consent of Longmont except for a temporary change of water rights attributable to Bonus Ditch Company shares in such substitute water supply plan. Following the expiration or termination of this Agreement, Mine Operator and Golden acknowledge that Longmont has no duties or obligation to provide water for the replacement of depletions, delayed or otherwise, arising from the operation of such plan except as may be provided in the Post-Reclamation Water Supply Agreement. Longmont shall review any temporary substitute water supply request proposed by Mine Operator using the Mining Water Supply prior to submittal to the State.

1.2.2. Other approvals. Mine Operator shall be responsible for obtaining

all necessary authorizations, approvals, water court decrees, and/or permits from any and all private entities, and local, state, and federal agencies, as may be required to effectuate use of the Mining Water Supply by Mine Operator pursuant to this Agreement. If requested, Mine Operator shall provide copies of any such authorizations, approvals, and permits to Longmont or Golden.

1.3. Payment/Rate.

1.3.1. Mining Operations Water. A portion of the Mining Operations Water is contemplated to be supplied by water rights attributable to Bonus Ditch Company shares historically used on these properties (“Historical Bonus Ditch Shares”). For the first five (5) years during the term of this Agreement, Golden shall pay Longmont at a rate of 115% of the Bonus Ditch Company yearly assessment rate (operations assessment and special flood assessment) for water supplied by the Historical Bonus Ditch Shares (the “Golden Water”). For any Mining Operations Water in excess of the Golden Water, Mine Operator shall pay Longmont \$641.00 per acre-foot of such Mining Operations Water each year under this Agreement. For Mining Operations Water, such annual payments shall be nonrefundable and not contingent upon whether the Mining Operations Water is actually diverted or used pursuant to this Agreement, so long as Longmont either delivered or was ready to deliver the Mining Operations Water. Payment for the Mining Operations Water deliverable during the first year requested under this Agreement shall be due prior to the commencement of any deliveries by Longmont, and payment for all subsequent years shall be due no later than November 1st for the Mining Operations Water deliverable the following year.

1.3.2. Post-Pumping Depletion Replacement Water. During the term of this Agreement, Golden shall continue to pay for the Mining Operations Water, as provided in section 1.3.1. and Mine Operator shall pay Longmont \$641 per acre-foot for any additional acre-feet of Post-Pumping Depletion Replacement Water actually requested and used as described in Paragraph 1.1.2 of this Agreement. Payment for the Post-Pumping Depletion Replacement Water estimated to be needed pursuant to such paragraph shall be due fifteen (15) days prior to the commencement of any deliveries by Longmont, with any payment adjustments in the amount of water actually required to be delivered, based upon the determination of whether the depletions in question occurred out-of-priority within a given month, due within thirty (30) days of such determination.

1.3.3. Rate Adjustment. After the first five (5) years of this Agreement, the initial water lease rates charged to Mine Operator and described in Paragraphs 1.3.1 and 1.3.2 shall be subject to increases (the “Adjusted Rates”) based on Longmont’s analysis of the pro rata cost of the Longmont water system facilities used for providing the Mining Operations Water (“Cost of Service Analysis”). Longmont may conduct Cost of Service Analyses at its sole discretion during the term of this Agreement. Factors included in Longmont’s Cost of Service Analyses and determinations of the Adjusted Rates may include, without limitation, the costs attributable to developing Longmont’s base raw water supply, yearly assessment costs to acquire raw water from third party suppliers, costs to construct, operate and maintain Longmont’s raw water system, losses attributable to developing a reusable water supply, and the then-current

market value of fully-consumable water. Upon completion of a Cost of Services Analysis, Longmont shall notify Mine Operator, in writing, of the Adjusted Rate for the Mining Operations Water and/or Post-Pumping Depletion Replacement Water, as applicable, which Adjusted Rates per acre-foot shall become effective for the next payment due no later than November 1st, as described above. The Adjusted Rates charged to Mine Operator shall be the same Adjusted Rates charged to other contract purchasers, as adjusted to reflect those costs or increased costs that may be specific to only Mine Operator and not to other contract purchasers. The initial rates shall remain in effect until a Cost of Service Analysis is completed, as set forth above. The Adjusted Rates may be further adjusted pursuant to subsequent Cost of Service Analyses.

1.3.4. Payment Rights and Obligations. If Golden fails to make any payment owed to Longmont for the Mining Operations Water under this Agreement when it is due, Longmont shall promptly provide written notice of such failure to Mine Operator, together with any default notice to Golden pursuant to Paragraph 6, below. Notwithstanding any other provision of this Agreement, Mine Operator may, within twenty-one (21) days from the date of such notice, make such overdue payment, together with a \$500 late fee, to Longmont to cure the non-payment default by Golden. Mine Operator may thereafter collect any such overdue payments and late fees which it has paid from Golden, together with interest at eight percent (8 %), compounded annually, and reasonable costs and attorney fees associated with such collection.

1.4. Term. The term of this Agreement shall be until the later of the expiration of the term of the Mining Lease, as the same may be further amended in the future, or December 31, 2028, unless terminated earlier in accordance with the provisions of this Agreement. If Mine Operator has not commenced mining on the Property within two years of the approval of any amendment to the current permit issued by the Colorado Division of Reclamation, Mining and Safety (DRMS) needed to authorize mining and reclamation as mutually agreed by the Parties, then this Agreement shall be deemed terminated.

1.5. Curtailment. Golden and Mine Operator acknowledge that the availability of the Mining Water Supply provided for hereunder is dependent upon natural water resources that are variable in quantity of supply from year to year, and which can be affected by causes beyond Longmont's control. Accordingly, deliveries of Mining Water Supply pursuant to this Agreement may be curtailed by Longmont during: 1) force majeure events, or 3) if otherwise required by Longmont's Water Supply and Drought Management Plan ("Drought Plan"), as it may be amended from time to time. Golden and Mine Operator acknowledge that this Agreement is subject to all provisions of the Drought Plan. Curtailments of such deliveries pursuant to the Drought Plan shall be consistent with curtailments of deliveries to other similar customers. In the event of curtailment or reduction of deliveries caused by such events, Longmont shall refund to Golden or Miner Operator, as applicable, the advanced payment received for any amount of the Mining Water Supply that is not delivered. Longmont shall use best efforts to inform Golden and Mine Operator of any event which it reasonably foresees may cause an interruption in deliveries pursuant to the events 1-3, above. Longmont shall notify Golden and Mine Operator, in writing, of any curtailment of deliveries of Mining Water Supply under this Agreement and shall include in such notice the reasons for curtailment, the extent of the curtailment, and a reasonable estimate of the length of such curtailment; the notice of

curtailment shall also provide that curtailment shall not take effect sooner than 14 days from Mine Operator's receipt of the notice.

1.6. Untreated water. The Mining Water Supply delivered under this Agreement is untreated or non-potable water of whatever quality that is now or in the future available from the sources specified herein. Delivery of non-potable water under this Agreement will be on an "as is" basis only, and Longmont does not warrant the quality of the water or its suitability for any particular purpose. Golden and Mine Operator shall not make any claim against Longmont arising from the quality of water delivered, and Longmont shall have no treatment responsibility for the water made available under this Agreement.

2. Indemnification. Golden and Mine Operator shall bear all responsibility for the use of the Mining Water Supply provided under this Agreement, together with the costs associated therewith. Golden and Mine Operator shall defend, indemnify and hold harmless Longmont from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising out of the use of the Mining Water Supply provided under this Agreement.

3. Transfer and assignment. This Agreement, and the right to use the Mining Water Supply, may not be transferred, assigned or otherwise conveyed by Mine Operator or Golden for use at locations other than the Property without the prior written consent of Longmont. The rights and obligations of Golden pursuant to this Agreement may be assigned by Golden to a future owners association formed to manage the portions of the Property, not to include any affordable housing development site(s), contingent upon Longmont's and Mine Operator's written notices of acceptance of the transfer and a written acceptance by such owners association of the terms of this Agreement. Longmont's and Mine Operator's acceptance of the transfer shall not be unreasonably withheld.

4. Water Conservation. Golden and Mine Operator agree to implement or continue reasonable Best Management Practices ("BMP") for water conservation during the term of this Agreement. This subparagraph shall not be construed to require any specific BMP, but shall broadly be held to encourage reasonable, cost effective efforts to conserve water used by Golden and Mine Operator under this Agreement which are consistent with the requirements of any governmental approval required for mining of the Property (e.g., dust suppression). Examples of BMP's for agricultural uses include the conservation practices promoted by the Natural Resources Conservation Service. Golden's current BMP's include planting of native landscaping in many areas of the reclamation plan, conversion of some areas of open gravel pits to native wetland areas and promotion of conservation practices in developable areas of the Property.

5. Integration. This instrument embodies the whole agreement of the Parties with respect to the subject matter contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto. There shall be no modification of this Agreement nor waiver of any of its provisions except upon mutual agreement of the Parties expressed in writing, executed with the same formalities as this instrument; however, the foregoing shall not apply to a modification of the

delivery requirements for the Mining Operations Water as expressly provided for in Paragraph 1.1.2., above.

6. Default; remedies. A default shall be deemed to have occurred if either Party breaches its obligations hereunder and fails to cure such breach within thirty (30) days of written notice from the non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default or defaults shall not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, including specific performance and damages, the non-breaching Party shall also have the right to cancel this Agreement for noncompliance with any provision hereunder by giving written notice of cancellation; provided that such Party has previously given the other Party written notice of such noncompliance and the other Party has not cured such noncompliance.

7. Notices and payments. All notices, payments and other communications under this Agreement shall be in writing, except as otherwise provided for in this Agreement. All such notices and communications and all payments shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile (with respect to notices and communications only) on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Longmont: City of Longmont
Water Resources Manager
1100 South Sherman Street
Longmont, Colorado 80501
Facsimile (303) 651-8812

With a Copy to: City of Longmont
City Attorney
408 Third Avenue
Longmont, Colorado 80501

Golden: Golden Farm, LLLP
PO Box 54
Longmont, CO 80502-0054

With a Copy to: Lyons Gaddis
PO Box 978
Longmont, CO 80502-0978

Mine Operator: Aggregate Industries – WCR, Inc.
Attn: Regional Manager – Land and Environment
1687 Cole Boulevard, Suite 300
Golden, CO 80401

With a Copy to: James Witwer
Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, CO 80202

Persons and addresses to which notices are to be sent may be changed by the same method.

8. No beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party.

9. Governmental immunity. Nothing in this Agreement shall be construed to waive Longmont's protection from liability or the limitations on its liability due to its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

10. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event of litigation over this Agreement, jurisdiction and venue shall be proper and exclusive in the District Court in and for Boulder County, State of Colorado.

11. Force majeure. Golden and Mine Operator acknowledge that the availability of the Mining Water Supply provided for hereunder is dependent upon natural water resources that are variable in quantity of supply, and which can be affected by causes beyond Longmont's control. Moreover, Longmont shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault of Longmont, including without limitation failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or environmental constraints imposed by federal, state or local governments), which Longmont could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Longmont under this Agreement shall be excused and suspended without penalty or damages, provided that Longmont shall give Golden and Mine Operator written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Longmont proceeds with reasonable diligence to remedy its inability to perform and provides progress reports to Golden and Mine Operator describing the actions taken to remedy the consequences of the event or condition.

12. Independent contractors. The Parties shall perform all services under this Agreement as independent contractors, and not as an agent or employee of any other Party. No official or employee of one Party shall supervise any other Party. No Party shall represent that it is an employee or agent of any other Party in any capacity. No Party owes any other Party a fiduciary duty pursuant to the terms or conditions of this Agreement. **No Party has any right to Worker's Compensation benefits from any other Party or its insurance carriers or funds.**

13. No continuing duty to supply water. Longmont shall have no obligation to supply water to Golden or Mine Operator after this Agreement expires or is otherwise terminated except as may be provided in the Post-Reclamation Water Supply Agreement. By agreeing to deliver water under this Agreement, Longmont does not intend to represent itself as a public utility to any Party in such regard nor shall it be deemed to operate as a public utility. Golden and Mine Operator shall not assert that Longmont is a public utility by reason of delivering water pursuant to this Agreement, nor that it is subject to regulation as a public utility or subject to regulation by the Colorado Public Utilities Commission or to rate regulation by any other public entity.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures shall be acceptable and binding upon all Parties.

15. Headings. All paragraph headings used herein are for the convenience of the Parties and shall have no meaning in the interpretation or effect of this Agreement.

16. Negotiated provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Agreement.

17. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Executed as of the date first set forth above.

CITY OF LONGMONT, acting by and through its
Water Utility Enterprise:



MAYOR

APPROVED AS TO FORM:



CITY ATTORNEY

9/17/21

DATE



SPECIAL WATER COUNSEL

09/03/2021

DATE

Cristi Campbell
PROOFREAD

9/3/2021
DATE

APPROVED AS TO FORM AND SUBSTANCE:

Dale F. Rademacher
ORIGINATING DEPARTMENT

9/18/2021
DATE

CA File: 10535

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this 10th day of October, 2021, by Brian Bradley, as the Mayor of the City of Longmont.

Witness my hand and official seal.

Dawn Quintana
CITY CLERK

DAWN E QUINTANA
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #19974002371
My Commission Expires 1/5/2025

Notary Public, State of Colorado
My commission expires: Jan. 5, 2025

GOLDEN FARM, LLC

By [Signature] GP
Reginald V. Golden, General Partner

10-18-21
Date

State of ~~Colorado~~ Hawaii)
County of ~~Boulder~~ Maui) ss.

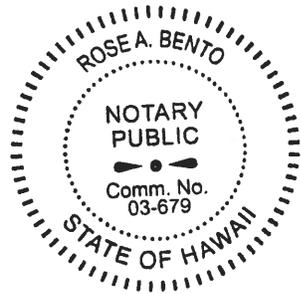
I attest that the foregoing instrument was acknowledged before me this 18 day of Oct, 2021, by Reginald V Golden as the General Partner of Golden Farms, LLC.

Witness my hand and official seal.

[Signature]
CITY CLERK

Notary Public, State of ~~Colorado~~ Hawaii

My commission expires: 11/23/23



AGGREGATE INDUSTRIES – WCR, INC.

By W. Chance Allen
W. Chance Allen, General Manager

10/11/21
Date

State of Colorado)
County of Jefferson) ss.

I attest that the foregoing instrument was acknowledged before me this 11 day of October, 2021, by W. Chance Allen, as the General Manager of Aggregate Industries – WCR, Inc.

Witness my hand and official seal.

Sarah Grege
Notary Public, State of Colorado

My commission expires: 2/21/25

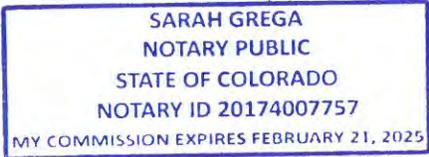
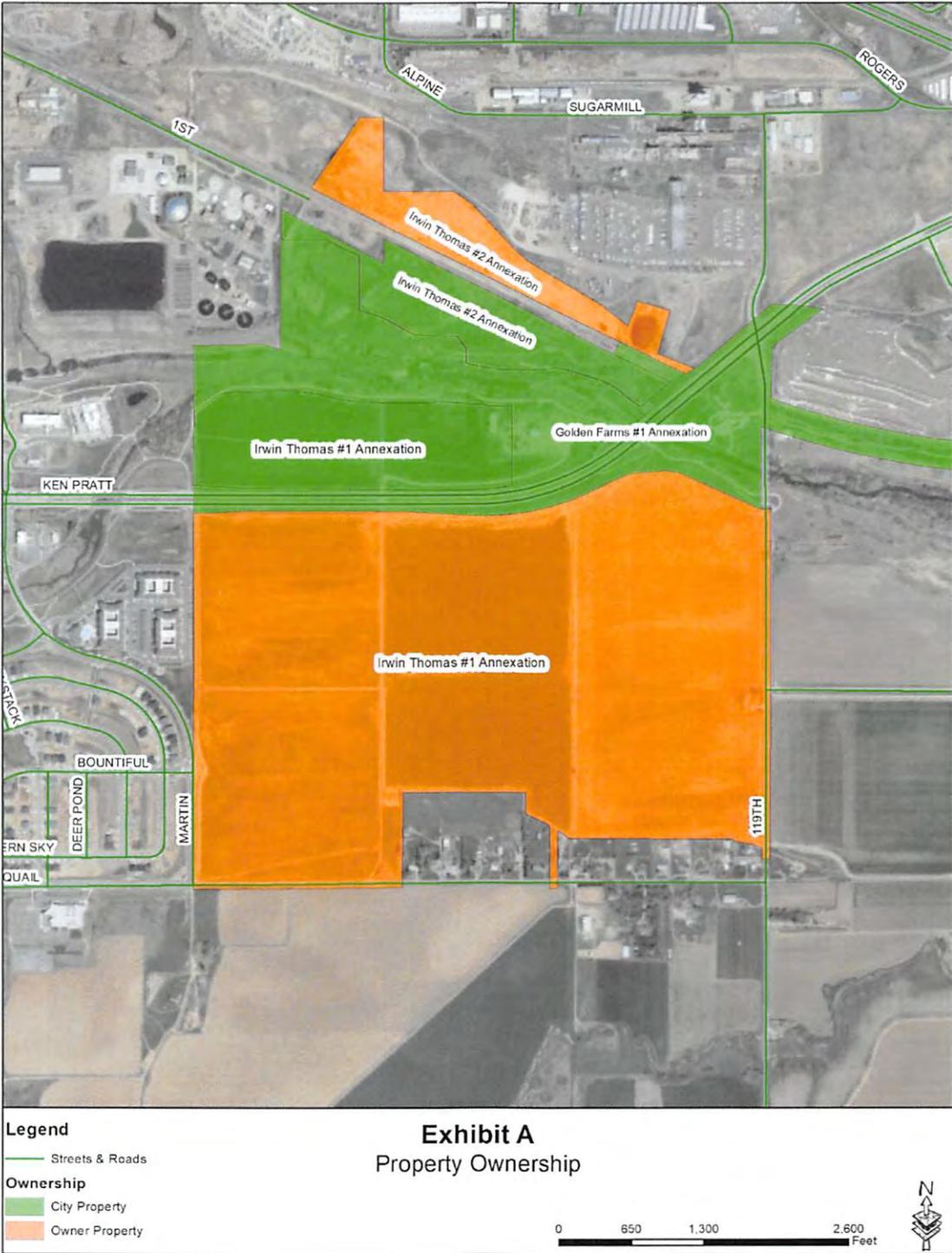


EXHIBIT A
(To Water Supply Agreement)



Wes Lowrie <Wes.Lowrie@longmontcolorado.gov>
to Jared Dains, Ken Huson

Fri, Jan 27, 11:48 AM

You are viewing an attached message. State.co.us Executive Branch Mail can't verify the authenticity of attached messages.



Jared,

Pursuant to the attached Temporary Mining Water Supply Agreement, the City of Longmont will provide to the Saint Vrain Creek from its available sources 28.4 AF of fully consumable water for Irwin-Thomas Pit. Longmont will additionally provide 9.7 AF of fully consumable water for replacement of depletions at AI's other sites on the Saint Vrain Creek, for a combined total of 38.1 AF according to your requested delivery schedule below.

Wes

Wes Lowrie
Water Resources Analyst
Water & Waste Department
375 Airport Road,
Longmont, CO 80501

OFFICE 303-651-8814
CELL 720-323-3044

longmontcolorado.gov

From: Jared Dains
Sent: Tuesday, December 27, 2022 2:51 PM
To: wes.lowrie@longmontcolorado.gov
Cc: Ken.Huson@longmontcolorado.gov
Subject: Aggregate Industries Augmentation Water Request for 2023

Wes,

I'm writing to request a couple of augmentation water leases from Longmont for Aggregate Industries in 2023. The first request is being made pursuant to Paragraph 1 of the October 1, 2021 Temporary Mining Water Supply Agreement for the Irwin-Thomas Pit. Based on mining projections from AI, I estimate that mining depletions in 2023 from Irwin-Thomas will total about 28.4 ac-ft and so would like to request an equivalent amount of augmentation water for the year.

Separately, I'd like to request an additional 9.7 ac-ft for replacement of deletions at AI's other sites on the St. Vrain. The combined total is 38.1 ac-ft, delivered according to the below schedule:

Month	Volume [ac-ft]
Apr-23	5.9
May-23	5.4
Jun-23	5.3
Jul-23	5.3
Aug-23	5.4
Sep-23	5.4
Oct-23	5.4
Total	38.1

Please let me know if this will work for Longmont, and how you want to handle that part of this water is being requested under the Irwin-Thomas agreement and the other part is being requested separately.

Regards,
Jared Dains, P.E.
Applegate Group, Inc.
1490 West 121st Avenue, Suite 100
Denver, CO 80234
Phone: (303) 452-6611
Fax: (303) 452-2759

One attachment - Scanned by Gmail



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 M. ...*
Vice, Resident

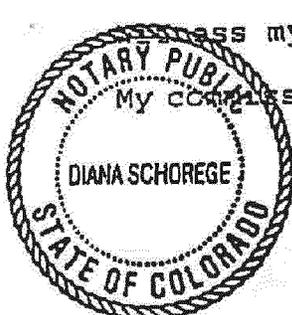
ATTEST:

R. D. ...
Secretary

STATE OF COLORADO)
)
COUNTY OF DOUGLAS)

ss.

The foregoing document was acknowledged before me this 27 day of November, 1996, by John Hardrick 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

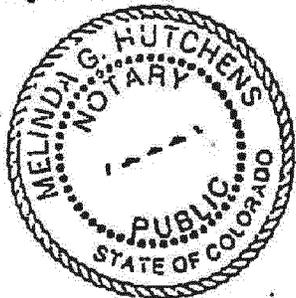
STATE OF COLORADO)
)
COUNTY OF JEFFERSON)

ss.

The foregoing document was acknowledged before me this 2 day of DECEMBER, 1996, by RICHARD MERGENS, 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

EXCHANGE AGREEMENT

This Agreement ("Agreement") is entered into this 22nd day of May, 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 Westminster
City Council on 2-9-98

By: William Christopher
William Christopher
City Manager

Attest:

Michele Kelley
City Clerk

CAMAS COLORADO, INCORPORATED

By: Richard Mergens
Rick Mergens
Vice President

Attest:

Maia Ostus
Secretary

LES:jma-393

EXHIBIT D

WATER LEASE

This Water Lease is made and entered into this 31ST 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
Ilona Adamian
NOTARY

ATTEST:

Nancy Vincent
Nancy Vincent, City Clerk

CITY OF THORNTON
By Jack Ethredge
Jack Ethredge, City Manager

APPROVED AS TO FORM:
Dennis A. Hanson
Assistant City Attorney

**Agreement
For Delivery of Reusable Raw Water**

This Agreement ("Agreement") is entered into on this 10 day of January, 2022, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, Stillwater Lake Ranch LLC ("Stillwater"), whose address is 303 South Broadway B-200, Denver, Colorado 80209, and Aggregate Industries WCR-Inc. ("AI"), whose address is 1687 Cole Boulevard Suite 300, Golden, Colorado 80401. Aurora, Stillwater and AI are each referred to herein as a "Party, collectively as the "Parties," and Stillwater and AI together are referred to as the "Water Users."

Witnesseth

WHEREAS, Aurora has the right to use, sell, or provide for use of certain of its fully reusable municipal water return flows to the South Platte River ("Reusable Raw Water"); and

WHEREAS, such Reusable Raw Water is derived from trans-mountain or other reusable sources; and

WHEREAS, the Water Users have a use for a certain portion of this Reusable Raw Water; and

WHEREAS, Aurora and the Water Users desire to enter into this Agreement whereby Aurora shall deliver a portion of such Reusable Raw Water to the Water Users; and

WHEREAS, this Agreement will be of mutual benefit and convenience to each of the Parties; and

WHEREAS, the Aurora Utility Enterprise staff has determined, as a precondition to entering this Agreement, that Aurora is able to fulfill all exchange and operational obligations that require Reusable Raw Water, that it is able to fulfill all existing long-term agreements that require Reusable Raw Water (including this Agreement), and that all other needs of Aurora that may be fulfilled by these sources are met; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. **Term.** The Term of this Agreement shall commence on December 1, 2021 and continue until November 30, 2022 (the "Term"). Aurora may, in its sole discretion, extend this Agreement for additional one (1) year terms through November 30, 2027 at Water Users' request. The Water Users must notify Aurora by October 1 that it requests a one-year extension of this Agreement for the following water year (December 1 through November 30). Aurora will confirm the extension of this Agreement, or not, including delivery schedule and applicable rates, by written notification to the Water Users to be made by no later than forty-five (45) days after Water Users' request, and said delivery schedule shall be the Delivery Schedule.

2. **Delivery Schedule.** Delivery of the Reusable Raw Water will be made in accordance with the Delivery Schedule attached as Exhibit A. As long as Aurora is capable of delivering the Reusable Raw Water to any of the Delivery Points (defined in Paragraph 3, below) according to the Delivery Schedule, the Water Users will be obligated to pay the per acre-foot charge set forth in Paragraph 8, below, regardless of whether or not the Water Users request or use the Reusable Raw Water.

3. **Delivery Location.**

(a) **Delivery Points.** The Water Users agree that Aurora shall initially make its delivery of the Reusable Raw Water at the outfall of the Metro Wastewater Reclamation District's Robert W. Hite treatment facility ("Hite"). The Water Users further agree that Aurora may, in its sole discretion, satisfy its delivery obligations under this Agreement by delivering the Reusable Raw Water at any other delivery point or delivery points on the South Platte River (each of Hite and such other delivery points, hereinafter, a "Delivery Point", and collectively the "Delivery Points"), provided that such alternative Delivery Points are located within a reach of the South Platte River above the Water Users "Point of Use", beginning at or below Hite, and continuing downstream to a point at or above the Lupton Bottom Ditch headgate. The Water Users' "Point of Use" is downstream of the Lupton Bottom Ditch headgate. The Water Users acknowledge and agree that the alternate Delivery Points may include, but are not limited to, other wastewater treatment plants that may be constructed in the future that discharge Reusable Raw Water owned by Aurora, Brighton Ditch Augmentation Stations, the outfall of Walker Reservoir, and the confluence of Sand Creek and the South Platte River. Aurora will bear the responsibility for delivery of the Reusable Raw Water to these Delivery Points, and in its sole discretion may determine which of the Delivery Points it will use at any given time. Once Aurora has completed its delivery of the Reusable Raw Water hereunder, the Water Users shall assume sole liability for any loss, damage, or injury that may occur to persons or property as the direct or indirect result of the control and/or use of said Reusable Raw Water by the Water Users. The amount of Reusable Raw Water reflected in the Delivery Schedule was calculated by the Water Users to include any transportation losses, or "shrinkage," from Hite to the Point of Use downstream. The Water Users also acknowledge the travel time between the alternate Delivery Points and the Point of Use varies, but that the timing for Aurora's delivery obligations as provided for under the Delivery Schedule shall remain the same regardless of Aurora's use of alternative Delivery Points.

(b) Credit for Avoided Transit Loss. Aurora's obligations with respect to the volume of Reusable Raw Water to be delivered under this Agreement are deemed to be satisfied if Aurora makes deliveries in such amounts as if delivered at Hite. Thus, if Aurora elects, in its sole discretion, to make its delivery of any Reusable Raw Water under this Agreement at a Delivery Point other than Hite, and if delivery at such alternative Delivery Point(s) results in reduced transit loss, Aurora shall be entitled to retain such avoided transit loss with no credit to the Water Users in water, money or otherwise. Aurora shall maintain and provide to the Water Users a monthly accounting and report of daily deliveries at the Delivery Point(s). If Aurora elects to deliver some or all of the Reusable Raw Water at alternative Delivery Point(s), then the foregoing reports shall include the calculated amount of avoided transit loss, and the amount of water physically delivered at such alternative Delivery Point(s). For purposes of calculating any such avoided transit loss, the Parties hereby agree that the volume of Reusable Raw Water required to be delivered by Aurora in accordance with the Delivery Schedule shall be discounted by an amount equal to one-half of one percent (0.5%) of such volume during the April through September irrigation season, or one-fourth of one percent (0.25%) of such volume during the October through March non-irrigation season, for each river mile in distance between Hite and such alternative Delivery Point(s) (such distance calculated to the nearest one-tenth of a mile), or by such other amount as determined by the Division Engineer for Water Division 1 (such office or its replacement the "Division Engineer") or as specified in an applicable statute or decree from a court of applicable jurisdiction. The product of this calculation shall represent the amount of avoided transit loss in acre-feet, which Aurora shall be entitled to retain.

4. Source and Quality of Reusable Raw Water. The Reusable Raw Water to be provided by Aurora under this Agreement shall, at Aurora's discretion, consist of Aurora's reusable municipal return flows to the South Platte River, any fully consumable portion of changed irrigation water rights owned by, or available to Aurora, fully consumable water diverted pursuant to decrees entered in 03CW414, 03CW415, and 06CW104, Water Division 1, and any other legal source of Reusable Raw Water available to Aurora. Under no circumstances shall this Agreement be interpreted to mean that Aurora must supply potable water should the sources set forth in this paragraph be unavailable. Aurora does not warrant or guaranty any water quality standards with respect to the Reusable Raw Water to be delivered as provided for under this Agreement, and the Water Users hereby waive any such warranty or guaranty.

5. Use of Reusable Raw Water.

(a) The Water Users shall have the right to use and reuse to extinction the Reusable Raw Water delivered under this Agreement for water supply purposes, including without limitation replacement and exchange purposes in connection with any substitute water supply plan approved by the Colorado State Engineer's Office, augmentation and exchange purposes in accordance with any augmentation plan or appropriative right of exchange decreed by the Colorado Water Court, and any other lawful exchanges; provided that such use is consistent with the terms of this Agreement and all applicable laws, rules and regulations

(b) Aurora does not allow the use of, and the Water Users will not use, the Reusable Raw Water by direct use, augmentation, replacement, or exchange within or upstream of a decreed instream flow reach if such use will deprive the decreed instream flow of water it is

entitled to by priority unless waived by the Colorado Water Conservation Board ("CWCB") consistent with the CWCB Board procedures and law allowing such action. Any such use will be deemed a violation of the terms of this Agreement.

6. **Water Rights Accounting.** The Water Users will be solely responsible for any and all reporting and accounting required by the Colorado State Engineer, the Division Engineer for Water Division 1, the Water Commissioner for Water Commissioner District 2, or any other lawful authority after Aurora makes its delivery of the Reusable Raw Water as provided for under this Agreement. This responsibility includes, but is not limited to, the Water Users' withdrawal of the Reusable Raw Water from the South Platte River (if any) and the Water Users' use of the Reusable Raw Water. In addition to the reporting requirements set forth in Paragraph 3(b) above, Aurora will provide any and all reporting and accounting required by the Colorado State Engineer, the Division 1 Engineer, or any other lawful authority concerning proof of the reusability of the Reusable Raw Water, and conveyance of the Reusable Raw Water to the Delivery Point(s).

7. **Subordination Clause.** This Agreement shall be made expressly subordinate to any present or future use of Reusable Raw Water by Aurora for the purposes of augmentation, exchange, or any other use which is or will be of greater direct benefit to Aurora and the users of its water delivery system, as well as to the water supply obligations which Aurora has incurred or will incur from any firm delivery annual agreement or delivery contract of Reusable Raw Water executed prior to the date of this Agreement. The foregoing subordination does not, in and of itself, create an excuse for Aurora's failure to deliver the Reusable Raw Water under this Agreement. However, the Parties agree that the purpose and obligations under this Agreement and Aurora's other obligations with respect to its Reusable Raw Water in the event of a *force majeure* event may cause delay or interruption in Aurora's delivery of the Reusable Raw Water.

8. **Consideration.** The Water Users agree to pay to Aurora the amount of Five Hundred Fifty Dollars (\$550.00) per acre-foot ("Unit Rate") for all Reusable Raw Water delivered under this Agreement in 2021. The Unit Rate will be Five Hundred Sixty-Nine Dollars (\$569.00) for all Reusable Raw Water delivered in 2022. Beginning on January 1, 2023, the Unit Rate will escalate annually by the same percentage increase as the overall average revenue increase in Aurora's potable rates.

9. **Payment.** Aurora shall bill for all Reusable Raw Water it will deliver to the Water Users under the Delivery Schedule within thirty (30) business days of the Effective Date. All billing shall be done on such forms as designated by Aurora for that purpose. Payment by the Water Users shall be due no later than forty-five (45) days after such bill has been issued. Stillwater and AI agree to joint and several liability for payment of the full amount due for the Reusable Raw Water delivered under this Agreement. If the Water Users does not make the required payment by the due date, Aurora may give the Water Users a notice of default. If the Water Users do not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Aurora, in addition to pursuing any other remedies available to it, may declare this Agreement terminated. Any delay in Aurora's invoicing for payments under this Agreement shall not constitute a breach of Aurora's obligations and shall not relieve the Water Users of its obligations to pay all consideration due hereunder.

10. **Non-Assignability and No Subleases.** No Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Parties. The Water Users may not sublease or give others the right to use the Reusable Raw Water to which they are entitled pursuant to this Agreement without the written permission of Aurora, which permission Aurora may grant or withhold at its discretion.

11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties, respective successors and assigns, if any are allowed. The Parties intend that Aurora shall not incur any liability other than those liabilities running directly to Aurora or its assigns permitted under this Agreement, if any. Stillwater and AI each covenants and agrees, to the extent permitted by law, to indemnify, save and hold harmless Aurora from all liability, cost or expense of any kind, including Aurora's costs of defense to any other party arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.

12. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that all Reusable Raw Water provided hereunder is intended for the present and future use of Aurora. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Reusable Raw Water upon the Water Users, nor shall any future needs of the Stillwater and/or AI for water enable Stillwater and/or AI to make claim against Aurora for any of Aurora's Reusable Raw Water, other water or water rights. The Water Users further acknowledges the statutory prohibition against vesting of a right for a continued lease expressed in CRS § 31-35-201 applies in these circumstances.

13. **No Opposition to Aurora Water Court Matters.** From the date of execution of this Agreement and for the Term, Stillwater and AI each agree that neither they nor any of their successors, if any are allowed, will oppose Aurora in any Colorado Water Court applications filed by Aurora except to assert injury to a vested or conditional water right, including any amendment of an application to which Stillwater or AI were a party.

14. **Aurora Right to Request Reuse.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein the Water Users may not need all or a portion of the Reusable Raw Water flow available to it under this Agreement. Aurora may contact the Water Users, not more frequently than once per day, to determine if any of the Reusable Raw Water to be provided hereunder will not be needed.

15. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties, and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.

16. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by

executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

17. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no Party (for the purposes of this Paragraph 17 only, Party is defined as Aurora or the Water Users) to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the reuse of reusable raw water through leases or other agreements to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition more severe than that which occurred in 2002 in the South Platte River Basin or any basin from which the Reusable Raw Water originates] O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and, U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a *force majeure* event or condition prevents Aurora from delivering all or part of the agreed upon amounts of Reusable Raw Water to the Water Users, Aurora shall refund all advance payments made for that water not delivered within sixty (60) days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term.

18. **Sole Obligation of Utility Enterprise.**

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City"), or a multiple fiscal year direct or indirect debt or other financial obligation

whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Stillwater and/or AI shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" as defined in Aurora's City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

19. **Miscellaneous.**

(a) **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties, and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of Aurora, Stillwater, AI, or any other entity not a party hereto.

(b) **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the entire Agreement will terminate.

(c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by any Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

(e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only, and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(g) **Notice.**

(1) All notices, requests, demands, or other communications ("Notice", and collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery

service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: General Manager, Aurora Water

with copy to City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney

To the Water Users:

To Stillwater: Stillwater Lake Ranch LLC.
303 South Broadway B-200
Denver, CO 80209
Attn: Carl Eiberger

To AI: Aggregate Industries WCR-Inc.
1687 Cole Boulevard Suite 300
Golden, CO 80401
Attn: Neil Whitmer

Notices shall be effective (iv) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (v) upon receipt by the addressee of a hand delivery, or (vi) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

(2) Notwithstanding the foregoing, the Parties may communicate with respect to continuance of the Term for Additional Year(s), deliveries and modification of the Delivery Schedule pursuant to Paragraphs 1.b. and 2, above, by e-mail as follows: (i) to Aurora to John Murphy at jmurphy@auroragov.org; (ii) to Stillwater at Black.Bear@comcast.net, and to AI at neil.whitmer@lafargeholcim.com, or at such e-mail address as may be designated by Notice in the manner provided for under this Paragraph 19.g.

(h) **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(i) **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.

(j) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

(k) **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

(l) **No Construction Against Drafter.** This Agreement was drafted by Aurora with the opportunity to review and comment by the Water Users and their attorneys. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

(m) **Effective Date.** The "Effective Date" of this Agreement is the date it is signed by the General Manager of Aurora Water.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

(signatures on following pages)

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise



Marshall P. Brown, General Manager

1/11/2021

Date

Approved as to form for Aurora:



Stephanie Neitzel, Assistant City Attorney

1/11/2022

Date

21007243

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 11th day of January, 2022,
by Marshall P. Brown, General Manager, acting on behalf of the Utility Enterprise of the City of
Aurora, Colorado.

Witness my hand and official seal. Casey Lee Roman
Notary Public

My commission expires: 05/20/2024

(Seal)

Exhibit A
Delivery Schedule

Month	Replacements (ac-ft)	Unit Price per Acre-Ft	Cost
Dec 2021	1.1	\$550	\$605.00
Jan 2022	0	\$569	0
Feb 2022	0.9	\$569	\$512.10
Mar 2022	1.9	\$569	\$1081.10
April 2022	2.3	\$569	\$1308.70
May 2022	0	\$569	0
June 2022	0	\$569	0
July 2022	0	\$569	0
Aug 2022	0	\$569	0
Sept 2022	2.6	\$569	\$1479.40
Oct 2022	1.7	\$569	\$967.30
Nov 2022	1.4	\$569	\$796.60
Total	11.9		\$6750.20



Water Administration
15151 E. Alameda Parkway, Suite 3600
Aurora, Colorado 80012
303.739.7370

Worth Discovering • auroragov.org

February 28, 2023

Mr. Carl Eiberger
Stillwater Lake Ranch LLC.
303 South Broadway B-200
Denver, CO 80209

Neil Whitmer
Aggregate Industries WCR-Inc.
1687 Cole Boulevard Suite 300
Golden, CO 80401

Re: Agreement for Delivery of Reusable Raw Water

Dear Mr. Eiberger and Mr. Whitmer:

This letter is confirming an adjustment to the delivery schedule included in a previous letter dated January 23, 2023 providing the City of Aurora's consent to continue the above-referenced agreement between the City of Aurora, Stillwater Lake Ranch LLC ("Stillwater"), and Aggregate Industries WCR-Inc. ("AI"), dated January 10, 2022 ("Agreement") for an additional Lease Year (December 1, 2022 through November 30, 2023) for delivery of additional water pursuant to the Delivery Schedule attached to the January 23, 2023 letter. This consent is in response to the request from Mr. Jared Dains, engineer with Applegate Group, Inc. representing Stillwater and AI, requesting said adjustment to the additional water pursuant to the attached Delivery Schedule that modifies the original Delivery Schedule.

Extension of the Agreement for additional Lease Years is permitted under Paragraph 1 of the Agreement. Further, the Delivery Schedule for water under the Agreement may be modified and replaced pursuant to Paragraph 2 of the Agreement. The modified Delivery Schedule attached to this letter replaces the Delivery Schedule attached as Exhibit A to the Agreement. The Effective Date of the Agreement for the purposes of this additional Lease Year is the date of this letter. All other terms of the Agreement remain unchanged, and in full force and effect.

If you have any questions concerning this letter, please do not hesitate to contact John Murphy at the above telephone number.

Sincerely,

Dawn M. Jewell
South Platte Basin Water Resources Supervisor
City of Aurora, Colorado

Cc: Jared Dains

John Murphy

Agreement for Lease of Firm Delivery of Reclaimed Wastewater

Exhibit A
Delivery Schedule

Water Year 2022-23

(Acre-Feet)

Original Request for Stillwater												
22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
1.10	0.00	0.90	1.90	2.30	0.00	0.00	0.00	0.00	2.60	1.80	1.40	
Additional Request for Aggregate Industries <i>adjusted per 2/21/22 email from Jared Dains</i>												
	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
	20	10	35	15	0	0	25	25	30	35	60	45
Total Deliveries												
22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec
1.10	20.00	10.90	36.90	17.30	0.00	0.00	25.00	25.00	32.60	36.80	61.40	45.00

TEMPORARY CARRIAGE AGREEMENT

THIS AGREEMENT, is entered into this 25 day of MARCH, 2023, by and between THE WHITNEY IRRIGATION COMPANY, whose address is 30951 County Road 27, Greeley, Colorado, hereinafter referred to as the "Company," and AGGREGATE INDUSTRIES-WCR, INC., whose address is 1687 Cole Boulevard, Suite 300, Golden, Colorado 80401, hereinafter referred to as "Aggregate Industries".

RECITALS

WHEREAS, the Company manages and operates the Whitney Ditch (hereinafter "Ditch") and operates a wasteway and augmentation structure "Structure" located within the SE Quarter, Section 30, Township 6 North, Range 66 West of the 6Th P.M., Weld County, Colorado; and,

WHEREAS, Aggregate Industries desires to divert water they own through the Ditch, being 13.5 Whitney shares, to be carried by the Company and released through the Structure in order to return water yielded by the shares to the Poudre River for the 2023 irrigation season; and

WHEREAS, there is on occasion capacity in the Structure to permit the Company to deliver the water described above as desired by Aggregate Industries;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties hereto, IT IS AGREED AS FOLLOWS:

1. The Company agrees to deliver water represented by Aggregate Industries ownership of 13.5 Whitney shares for release into the Structure described above pursuant to the terms and conditions of this Agreement. The Company may deliver and release the water, in its sole discretion, to the Structure as is consistent with its primary responsibility of delivery of irrigation water during the 2023 irrigation season. Aggregate Industries may request a monthly delivery schedule within said irrigation season, and the Company agrees to accommodate said request as they are reasonably able, so long as the delivery schedule is consistent with Company operations, as determined in the sole discretion of the Company.
2. The carriage and delivery of water will occur only at such times as the Ditch is operating in order to carry water rights to meet the requirements of the stockholders, and it is expressly understood by Aggregate Industries that the carriage right is subordinate to the rights and obligations of the Company to run water for its stockholders. Releases will be made only when the Company is operating the Ditch and may be interrupted in the event the Company determines it cannot run water in the Ditch for any reason. The releases may be simultaneous with the diversion or may be delayed as a result of temporary storage in the Company system. Releases shall equal the amount diverted at the Company headgate minus any losses resulting from ditch seepage or temporary storage ("Carriage Loss").
3. The carriage fee shall be \$ 200.00 per share and shall be paid to the Whitney Irrigation Company upon execution of this Agreement. Additional charges will be assessed as necessary for administration, operation, legal review, engineering review, and any other charges incurred by the Company related to this Agreement. Legal fees shall be limited to \$500.00 and are due and payable

upon execution of this Agreement. The Company does not anticipate engineering fees at this time. Administration and operation fees in an annual amount not to exceed \$300.00 shall be paid on or before October 15, 2023.

4. Company shall be responsible for the maintenance and operation of the Structure. Company shall provide to Aggregate Industries a letter confirming the delivery of shares to the Structure. Aggregate Industries is responsible for all measurement, accounting and reporting related to the amount of water delivered through the Structure to the State or Division Engineer and Company accepts no obligation or responsibility for said measurement or accounting. Aggregate is also responsible for coordinating deliveries with the ditch superintendent, within the delivery limitations described in this agreement, and coordinating and reporting deliveries to the District Water Commissioner as necessary.

5. The term of this agreement shall be from April 1, 2023 to October 15, 2023, to allow for the carriage and delivery of 13.5 shares of Whitney Irrigation Company water rights to the Structure. The term of this agreement is not necessarily representative of the irrigation season, or period of ditch operations, which vary in any given year.

6. Aggregate Industries does hereby indemnify and agrees to hold Company harmless of and from any claims or cause of action by third parties against Company due to the existence or execution of this Agreement or arising out of the diversion and carriage of Aggregate Industries water into the Ditch and subsequent delivery into the Structure.

7. No act by Aggregate Industries under this agreement shall be considered, or claimed by Aggregate Industries, to be adverse possession of the Ditch or other property of Company.

8. This document represents the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

9. Neither party may assign or transfer all or any part of this Agreement.

10. This Agreement is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, The Whitney Irrigation Company has, by the authority of its Board of Directors, caused this Agreement to be executed by its President, and Aggregate Industries, has caused this Agreement to be executed.

DATED the date and year first written above.

AGGREGATE INDUSTRIES-WCR

THE WHITNEY IRRIGATION COMPANY

By: 

By: 

TOM LIVINGSTON, President

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: *Michael C. Refer*

Title: *REGIONAL MGR.*

Date: *2/29/2012*

STATE OF COLORADO)

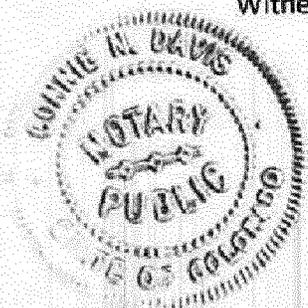
)

COUNTY OF *Jefferson*)

The foregoing instrument was acknowledged before me this *29th* day of *February*, 2012, by *Michael C. Refer, 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

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.
Governor

James B. Martin
Executive Director

Loretta E. Piñeda
Director

April 30, 2010

Lafarge West, Inc.
10170 Church Ranch Way, Ste. 200
Westminster, 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	M1974070	Nelson Pit
	M1979159	Brose Pit	M1979097	East Rigden Pit	M2000002	Tanabe Pit
	M1998014	Gypsum Ranch Pit	M1991035	Bluestone Pit	M1994045	Bluestone Pit
	M1999088	Kyger Pit	M1986159	Courtner Pit	M1986079	M & G Pit
	M1998075	Andrews #3 (Mock Pit)				



ADMINISTRATIVE PROTOCOL

Recharge

Division One - South Platte River Basin

Revised May, 2022

The purpose of recharge is to intentionally introduce water into a tributary aquifer through percolation from the surface. The introduction of water to the aquifer causes a like amount of groundwater to discharge at a surface stream in a specific location and time as “accretions” or “recharge credits” available for beneficial use. Recharge as used in this document does not include artificial recharge of the Denver Basin or nontributary aquifers. A Recharge Structure can be:

- A section of ditch, the infiltration from which can be reasonably modeled as a single source of water.
 - A single pond or a group of ponds that receive water from the same delivery location and the infiltration from which can be reasonably modeled as a single source of water.
1. Recharge credits/accretion including timing, location, and amount are determined only in accordance with decrees of the court or written administrative approvals, including Substitute Water Supply Plans (SWSPs). SWSP or water court applications should include the following information about each Recharge Structure:
 - a. map(s) showing the locations of:
 - i. diversion point(s)
 - ii. Recharge Structure
 - iii. measurement structures (inflow, outflow, staff gage);
 - b. listing of the court case number for the decree(s) authorizing the diversion of water into the Recharge Structure and use of the water in a plan for augmentation, if any
 - c. the maximum water surface area of the structure or stage-area capacity curve developed for each Recharge Structure;
 - d. for ditch structures, if the ditch is divided into more than one Recharge Structure, an explanation of how the volume delivered to an upstream reach will be allocated to downstream Recharge Structures in the ditch.
 2. The division engineer will assign the Recharge Structure a WDID number. The WDID number is the identification number that will be used for the administration of the structure and must be included in all correspondence and accounting.
 3. Prior to commencement of construction, the owner/operator of the Recharge Structure must obtain water commissioner’s approval of proposed equipment, installation and construction. Prior to any diversion into the Recharge Structure, the owner/operator must obtain the water commissioner’s written approval of the final construction and equipment installation, as further described below.

- a. The flow into each Recharge Structure must be equipped with a measurement device and a continuous flow data recorder, unless the water commissioner in conjunction with the division engineer determines adequate records may be kept without such equipment. Refer to the [Administrative Protocol and Functional Standards - Surface Water Headgates and Measuring Devices](#), for minimal suggested equipment installation and operation.
 - b. If the Recharge Structure is designed to discharge water via a surface outlet, such discharge must also be equipped with a measurement device and a continuous flow recorder.
 - c. Each Recharge Structure must have a staff gage, or other devices as required, installed to provide a reading of the surface water elevation in the Recharge Structure.¹ The gage installation should be such that the gage registers the lowest water level in the Recharge Structure. The staff gage must be readable from a readily accessible location. The gage shall have permanent demarcations of 0.01 feet, with the whole feet (1.00 feet) clearly and easily identifiable.
4. All Recharge Structures must be maintained in such a way as to minimize consumptive use of the water by vegetation. Existing vegetation shall be mowed or removed prior to and during the running of water into the Recharge Structure. Crops may not be planted in a Recharge Structure during the same irrigation year that it is used as a Recharge Structure without prior approval from the water commissioner or division engineer.
 5. The timing and quantity of recharge credits/accretions is estimated by applying the lagging parameters (or Unit Response Functions “URFs”) in the decree or SWSP to the volume of water infiltrated into the ground (*Infiltrated Volume* as calculated below). One common method for determining the volume of water infiltrated for any time period can be determined by using a daily mass balance calculation, in acre-feet, and solving for the residual volume (R) of unmeasured flows² as follows. Other methods for determining the volume of water infiltrated into the ground may be considered on a case-by-case basis:

¹ Unless an alternate method of measuring or estimating the change in storage has been approved by the Division Engineer.

² For more information on the mass-balance equation as it applies to ponds or reservoirs, please refer to Guideline 2019-3, Reservoir Accounting Guideline

$$R = \Delta Storage - Meas. Inflow + Meas. Outflow + Evaporation + ET$$

where,

- a. *R* represents the net sum of all unmeasured flow. When *R* is positive, it represents the volume of unmeasured inflows (i.e., no recharge occurred) and when negative, it represents the volume of unmeasured outflow (i.e., recharge volume) that infiltrated into the ground and can be used, with the lagging parameters, to determine the amount of recharge credit.
 - b. $\Delta Storage$ is the change in storage volume compared to a previous measurement, typically based on staff gage readings and the stage-capacity table.
 - c. *Meas. Inflow* is the volume of water delivered into the recharge structure,
 - d. *Meas. Outflow* is the volume of water discharged from the recharge structure,
 - e. *Evaporation* is the volume of water lost to evaporation (see item 6, below),
 - f. *ET* is the volume of water lost from the consumption by vegetation located within the recharge structure. Appropriate vegetative consumptive use values, based on publications of actual plant water use, should be used depending on the type of plants that are found to exist, subject to DWR approval.
6. Gross Evaporative losses from the Recharge Structure must be subtracted from the volume of water delivered to the Recharge Structure. Evaporative losses must be accounted for every day the Recharge Structure has a visible water surface. If the Recharge Structure does not have a stage-surface area curve approved by the water commissioner, the maximum surface area of the Recharge Structure must be used to determine the evaporative losses, unless a different method is approved. Gross evaporation should be estimated using the processes described for off-channel reservoirs in [Guideline 2019-3 - Reservoir Accounting Guideline](#). Monthly evaporation estimates may be prorated for days when there is no visible water surface. A lack of visible water surface is determined from a field inspection. Days with no water surface may be entered from the date of field inspection until the next date of water delivery.
7. Any structure that intercepts groundwater must be permitted as a well and included in a plan for augmentation or SWSP approved by the State Engineer. The Division Engineer strongly recommends avoiding Recharge Structures that intercept groundwater, in order to simplify the accounting process.

Augmentation Plan Accounting Protocol June 2022

Accounting is an administrative tool to confirm water use is in accordance with a decree or other approval including that any required replacement is made to the stream system at the correct time, location, and amount. This guideline is subordinate to any decree language or Division Engineer specific accounting requirements. It describes basic augmentation plan accounting scenarios. Accounting for more complex scenarios can build on the fundamentals described herein.

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1. Background and definitions

A thorough description of augmentation plans for well pumping is available in the [Beginners Guide to Augmentation Plans for Wells](#). The following terms are used in this document:

- **Diversions** are withdrawals from a well, stream, or pond/reservoir.
- **Depletions** are the volume of reduced streamflow caused by a diversion. Lagged depletions are those that occur at a later time than when water is diverted by well pumping or groundwater pond evaporation due to the timing of water movement through the subsurface between the well/groundwater pond and the stream.
- **Hydrobase** is DWR's database of water information.
- **Colorado's Decision Support Systems ("CDSS")** is a State of Colorado website (<https://cdss.colorado.gov/>) providing access to water data and tools.
- **Replacement water** is a volume of water provided to the stream system to replace depletions and satisfy the unmet needs of senior water rights. Replacement water is typically provided from a reservoir release or another source that has been contracted for the purpose of replacing depletions. Replacement water may also be provided in the form of historic consumptive use ("HCU") credits derived from a change of water right where the use of a water right was changed to augmentation.
- **Transit loss** is the diminishment of the amount of water in a stream as water travels from upstream to the downstream location.
- **Priority Admin Number** indicates the seniority of a water right; equal to the number of days between a water right's priority date and the earliest decreed priority, December 31, 1849. For example, the Priority Admin Number for a water right with a priority date of May 5, 1950 is 36650.00000. The lower the Priority Admin Number, the more senior the water right. The five digits to the right of the period are used when the postponement doctrine applies to a water right due to a delay in decreeing the water right in the court (read more about this in the [Administrative Call Standard](#), Appendix A).
- **Administrative Call** is a term that indicates there are unfulfilled downstream water rights "calling" for curtailment of upstream junior water rights to fulfill their need. In accounting, when the downstream Administrative Call is from a senior water right (with a lower Priority Admin Number), diversions/depletions are out-of-priority and replacement water must be provided.
- **Balance** is the amount of replacement water minus the depletions and obligations, not considering the Administrative Call. The balance may be negative when the diversions resulting in the depletions are in priority.
- **Net Effect** is the amount of replacement water minus the depletions and obligations, considering the Administrative Call. When the net effect is zero or positive, it shows that the Augmentation Plan prevented injury by replacing all out-of-priority diversions/depletions.

2. Methods to submit accounting

a. Accounting and Reporting Uploader (preferred)

The preferred method to submit accounting is through the use of the [CDSS Accounting and Reporting Uploader tool](#). To set up an online account, call or email the Division contacts for the appropriate Water Division as shown in Table 1. Additional information is available on DWR's website under Data and Information/Online Data Submittal.

b. Email

Submit via email to the Water Commissioner and the Division Accounting email shown in Table 1. File names for accounting sheets should include the 7 digit Augmentation Plan WDID assigned by the Division Engineer's office.

3. Timing of accounting submittal

Accounting must be submitted as specified by your decree, DWR administrative approval (SWSP, Replacement Plan, etc.), or as requested by the Division Engineer or designated representative(s). If timing is not specified, submit accounting with the timing shown in Table 1.¹

Table 1. Accounting Submittal Emails and Phone Number by Division

Division	Accounting Question & Submittal Email	Contact Phone Number	Standard Submittal Timing
1 - South Platte	Div1Accounting@state.co.us	970-352-8712	30 days after the end of the reporting month
2 - Arkansas	water.reporting@state.co.us	719-542-3368	10 days after the end of the reporting month*
3 - Rio Grande	kevin.boyle@state.co.us	719-589-6683	10 days after the end of the reporting month
4 - Gunnison	gregory.powers@state.co.us	970-249-6622	10 days after the end of the reporting month
5 - Colorado	dnr_div5acct@state.co.us	970-945-5665	10 days after the end of the reporting month
6 - Yampa/White	brian.romig@state.co.us	970-846-0036	Annually by November 15 or as needed upon request
7 - San Juan/ Dolores	dnr_div7acct@state.co.us	970-247-1845	10 days after the end of the reporting month**
Designated Ground Water Basins	chris.grimes@state.co.us	303-866-3851 ext. 8253	Annually by February 15 for the prior year

*for approvals deemed critical for administration; all others (including simple subdivisions) bi-annual readings before and after the irrigation season

**for approvals deemed critical for administration; annual submittals for others

¹ For proper administration, Water Commissioners may request regular and direct submission of water data in addition to accounting submittals described herein.

4. Overall organization of accounting spreadsheet and required information per tab

a. Overall organization

The following are typical spreadsheet tab names in accounting. See the [example and screenshots section](#) for an overview of what this might look like:

- i. Contact/Plan Information tab
- ii. Input tab(s)
- iii. Depletions & Obligations tab
- iv. Replacement tab
- v. Summary tab
- vi. DWR tab
- vii. DWR Meters tab
- viii. Version/Notes tab

Fewer or additional tabs as necessary for more simple or complex accounting, subject to approval by the Division Engineer

b. Contact/Plan Information Tab

The accounting must provide the contact information including name and email address for:

- i. The party(s) responsible for submitting the accounting
- ii. The plan administrator and/or the plan attorney
- iii. Water court case number (format of YYCWXXXX), SWSP name and 4-digit Plan ID, or Ground Water Commission Order represented in the accounting.
- iv. The 7-digit overall WDID(s) associated with the augmentation plan (not the individual structure WDIDs).²

c. Input Tab(s)

When possible, all cells showing diversion of water (well pumping and stream diversions) should be located on one or multiple input tabs as shown below. Cells with regular input, such as meter readings and reservoir releases, should be shaded a specifically identified color to distinguish them from cells that use formulas to convert or summarize the input.

Depending on the specific operation, the following may be included on Input tabs:

i. Estimated water use or evaporation:

When meters or measurement structures are not required, water consumption is estimated based on counts (number of homes, number of domestic animals, acreage of pond surface area, etc.) multiplied by a factor. Include a column or row for each of the following that are relevant to the augmentation plan:

1. Type of use: single family dwellings, domestic animals, area of lawn and garden (include units - square feet or acres), area of pond evaporation (include units - square feet or acres), etc.
2. Count or area input value for each type: the number of homes or domestic animals or the area (square footage or acres of home lawn and garden irrigation or pond surface evaporation). [this is the "Input" that could change regularly]

² Colorado Decision Support System Tools (<https://dwr.state.co.us/Tools>) can be used to find WDIDs (see Structures), court case numbers (see Water Rights), and other supporting information.

3. Factor to convert input to consumption in acre-feet.
4. Acre-feet of consumption.

ii. Well diversion data using flow meters:

Enter raw readings or measurements (e.g., from totalizing flow meters) and how those raw readings or measurements are converted to volumes of water. There should be one row or column for each well with a meter as described below. Once the spreadsheet formulas have been established, generally only the meter reading is entered with every submittal. The well and meter information may be located in a separate well & meter information tab (see [example and screenshots section](#)).

1. Well WDID
2. Well Permit Number
3. Priority Admin Number
4. Flow Meter Serial Number
5. Reading Date
6. Reading³ [this is the “Input” that will change regularly]
Enter reading exactly as shown on the face of the meter as a non-negative integer.
7. Comment
 - a. When a meter rolls over (such as from 999 to 000), is replaced or reset⁴, add a comment stating the old meter serial number, the maximum number before the rollover or replacement and then enter the number on the face of the meter at the end of the reporting period. Update the meter information section with the new meter’s serial number.
8. Meter information:
 - a. Make
 - b. Model
 - c. The units represented by the digits on the meter (such as gallons or acre-feet)
 - d. Multiplier for meter reading (if applicable)
 - i. Residential well meters typically have a multiplier of 1.0 with units of gallons. Readings should generally report all numbers on the face of the meter (including non-rotating digits) with a multiplier of 1.0.
 - ii. Larger agricultural or commercial wells typically read in acre-feet and typically have a decimal multiplier. For instance, with a multiplier of 0.001, a meter reading of 123456 represents 123.456 acre-feet.
 - e. Correction factor
 - i. This is a multiplier used when a meter test shows a need to correct the installed meter to an accurate reading. This will be 1.0 when there is not a test showing a need for correction.
9. Acre-feet pumped
Use a formula to convert from the meter reading to acre-feet using the multiplier and correction factor. To convert meter readings in gallons to acre-feet, divide by 325,851.

iii. Well diversion data using Electricity Consumption

For wells approved to use power records and a Power Conversion Coefficient (PCC) to estimate water pumped, the accounting information is similar to well diversion data using flow meters (section 4.c.ii) above with the following replacements (instead of 6. “Reading” and 8. “Meter information”):

³ A comment on the Meter Reading cell is used to note “Actual, Estimated, Corrected, or Calculated” for all wells subject to measurement rules when the entry is not based on a reading taken on the actual date specified.

⁴ Resetting a meter may be prohibited by local well measurement rules.

6. Power meter reading [this is the “Input” that will change regularly]
8. Power Meter Information
 - a. PCC

iv. Surface diversion data

Include a column or row for each surface diversion with the following information:

1. Diversion structure name or a.k.a.
2. Structure WDID
3. Measured flow through the measurement structure and units
 - a. If more than one water right is diverted through the structure, there should be adjacent columns for each. Each source should have a designated column or row and labeling should include the measuring structure WDID and the source of the water (e.g. case number).
 - b. If there is a multiplier that adjusts the standard measurement-flow relationship to reflect the actual measurement-flow relationship of the specific structure (“shift”), the adjusted value should be reflected in a separate column.
4. Priority Admin Number
5. Storage and release

If the diversion is to storage, which will be followed by a release of water, follow the instructions in the [Reservoir Accounting Guideline](#).

v. Administrative Call (are diversions in-priority?)

In portions of Colorado, there may be times when depletions are in-priority, and do not require replacement. Depletions are in-priority when water rights on the stream system that are senior to the diversion have enough water and are not “calling” for more water.

1. Simplified (percent of month administrative call)

For certain basic accounting, such as subdivision well depletions, the Division Engineer may allow or apply an estimate of the days of expected administrative call each month. Typically, replacement water is provided based on projected call days, which is later compared to actual administrative call data to ensure that adequate replacement was provided. In this case, the accounting should have an input field either for the number of call days or the percentage of days in the month with a call.

2. Daily record of administrative call

Provide a column that shows whether depletions are either “IN” or “OUT” of priority each day.

- Locations with minimal call variation: In areas with minimal variation in the call, the Division Office may not require a formula comparing Priority Admin Numbers, but will accept manual entries of “IN” or “OUT” of priority each day.
- All other locations: “IN” or “OUT” of priority is determined daily using formulas comparing the Priority Admin Number of depletions to the Priority Admin Number of the calling water right in each depleted stream reach. Include a column for each of the following:
 - The Priority Admin Number of the calling water right. Calling structure information can be obtained programmatically from:
 - CDSS [REST](#) services - insert a link that pulls the required information directly from DWR’s database.
 - [CDSS Administrative Calls tool](#).

DWR accounting staff can provide guidance on incorporating this information within an accounting spreadsheet.

- The Name of the calling water right
- “In” or “Out”-of-priority either for all structures covered by the accounting or for each structure in its own column. Use a formula to compare the Priority Admin Number of the calling structure to the Priority Admin Number of the structure(s) in the accounting.

d. Depletion & Obligation tab

Used to (1) convert well pumping (and groundwater pond evaporation) to lagged depletions impacting the stream and (2) show lagged depletions that are out-of-priority, and (3) include any additional water obligations of the plan for augmentation.

- i. Calculate lagged depletions - Although well pumping and modeling may use a monthly step function to determine the depletions from pumping, the monthly result may, if requested by the Division Office or required by decree, then be divided by the number of days in the month in order to calculate a daily impact for daily water administration.
 1. Well Pumping (or groundwater pond evaporation) - Reference back to the Input tab for the acre-feet of water pumped or evaporated.
 2. Consumption factor (%) - If the decree or approval describes that a percentage of the water pumped is consumed and only the consumed amount is replaced.
 3. Acre-feet consumed - Multiply the acre-feet pumped by the consumption factor.
 4. Delay Factors - show factors that convert pumping in one month to depletions in future months. These may be percentages per month, that total 100 percent over an extended period of time.
 5. Depletions - a formula that combines previous months and present month pumping with the delay factors to determine depletions impacting the stream this month and in future months.
- ii. Out-of-priority depletions are combined into one column for each reach considering the administrative call information included on the Input tab.
- iii. Return flow obligations (if applicable): Replacement water sources changed from a historical irrigation use usually have a return flow obligation that must also be tracked in accounting. Return flow obligations are similar to depletions because they must be replaced in time, place, and amount. Depending on decree language and preference, return flow obligations may be included under the replacement tab in section 4.e. below. For each replacement source with return flow obligations, include the following:
 - the basis and volume of the return flow obligation,
 - the location of the return flow obligation,
 - replacement of the return flow obligation.

e. Replacement tab

List each structure providing replacement water, transit loss information, and volumes released:

- i. Structure providing replacement water: name of reservoir, ditch, well, leased or other replacement water, its WDID, and the water court decree allowing its use for augmentation or replacement. For instructions on accounting for replacement using recharge accretions, refer to specific recharge guidance.
- ii. Replacement water travel distance (miles)
the distance from the point of release to the location of the out-of-priority depletion where replacement is owed
- iii. Transit loss percent per mile (%)

- iv. Total transit loss (%)
- v. Volume released (acre-feet)
- vi. Transit loss volume (acre-feet)
- vii. Volume delivered (acre-feet) - equal to volume released minus transit loss volume
- viii. Return flow obligations (acre-feet): Depending on decree language as described above, these may be included here instead of in the depletion tab. See description under section 4.d. above.

f. Summary Tab

The Summary Tab is used to calculate the Net Effect of the Plan on each impacted stream reach. The summary should reference back to information and formulas in the other spreadsheet tabs. The summary tab compares obligations, replacements and that replacements equal or exceed obligations in time, place, and amount. The Summary tab should only summarize data and calculations located in other tabs of the accounting. It should not contain manual entries, input data, or make calculations that are used in other tabs.

The Summary Tab should contain the following for each impacted stream reach (typically on a daily basis or as required by the division office):

- i. Total depletions and obligations
- ii. Total replacement
- iii. Balance - Total replacement minus total depletions and obligations, which may be negative when the diversions resulting in the depletions are in priority.
- iv. Net Effect - Total replacement minus out-of-priority depletions and obligations. If the net effect is negative, the Plan resulted in injury.

g. DWR tab for Diversion Record Data Import

A tab titled “DWR” can be used to convert data input or numbers calculated in other tabs into rows that represent diversion record water classes, which DWR staff can upload to create official diversion records. When appropriate, DWR staff will develop this tab or work with plan owners to develop this tab, ensure it follows DWR’s standard format and utilizes water classes according to the [Diversion Records Standard](#). This format is necessary to allow the records to be imported directly into Hydrobase.

h. DWR Meters tab for Meter Reading Data Import

A tab titled “DWR Meters” can be included for use in bulk uploading meter readings. This calculates pumping totals in compliance with well rules or to meet other Division-specific requirements. In order for this tab to be bulk uploaded into Hydrobase, the columns in this tab must be formatted as shown in the “[User Guide - How to Bulk Upload Meter Readings](#)”.

i. Version/Notes tab

A tab to document changes in accounting formulas and the date of those changes.

5. Requirements and recommendations for all tabs

- a. Accounting should show how raw input data is manipulated using formulas to determine the resulting impact on the river. Accounting must therefore include a functional spreadsheet (ie no pdfs) showing all operations, formulas, etc. to clearly show calculations.
- b. The use of a water year of November 1 through October 31 is required unless specifically decreed otherwise. When a different water year is required by decree, DWR may request additional months of data in the accounting to include the November 1 through October 31

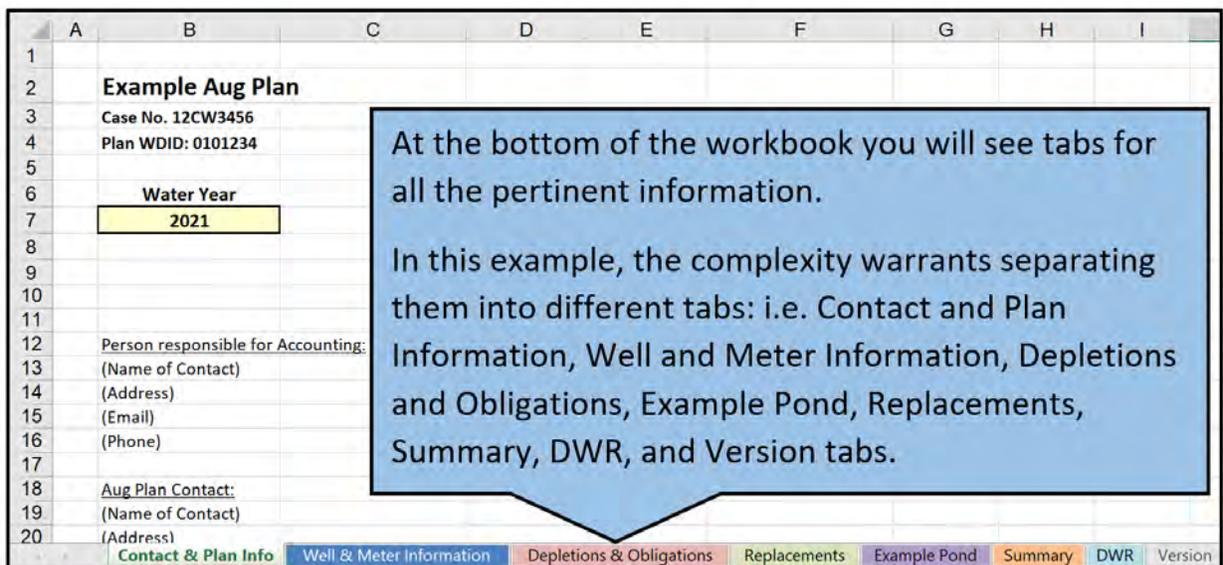
time period, resulting in more than 12 months of data being reported.

- c. For all tabs other than the Summary tab, include running accounting for the entire water year without monthly subtotals. Monthly subtotals commonly result in errors in the spreadsheet. The Summary tab can be used as a place to show monthly totals.
- d. Date fields should be complete dates (month, day, and year, recognized as a date value by the spreadsheet software) but may be formatted to display as desired.
- e. Use consistent cell color shading to clearly identify the different types of information, such as manual input cells and formula cells (provide a legend for data types, see example below)
- f. Enter “0” in cells to document no diversion or use, rather than blanks, hyphens, or another character.
- g. When a formula is overwritten with a manual entry, the cell should be highlighted and a comment added for the reasoning.
- h. When there are multiple stream reaches involved, organize accounting from upstream to downstream.
- i. Footnotes should be utilized, as necessary, to describe the basis for formulas, calculations imposed on the raw input data, and column descriptions.

6. Example, Screenshots, and Spreadsheet Templates

Water users may request spreadsheet templates from their local division office for use as examples of how accounting may be assembled, but are responsible for developing their own functional accounting customized for their own Plan requirements. Note that example and actual accounting may have slightly different organization than what is described above.

a. (List of relevant tabs)



b. (Contact & Plan Information)

The accounting should be titled with the Aug Plan Name, Aug Plan Water Court Case No(s) and Plan WDID. Contact your local DWR office for help obtaining any of this information.

A color legend that includes any relevant cell shading and conditional formatting.

This tab should also include the contact information for the Aug Plan. This may include the Plan Owner, Plan Operator, Person responsible for submitting the accounting and the Plan attorney.

Any other static information that may be helpful can be added to this tab. This may include Decreed rates or volumes, Appropriation/Adjudication dates, Administration numbers, schematics, etc.

Example Aug Plan
 Case No. 12CW3456
 Plan WDID: 0101234

Water Year
 2021

Cell Fill Color Legend
 Yellow Indicates Input Cells
 Orange Indicates Data Error
 Red Indicates Operational Violation
 Grey Indicates Cells Not In Use

Person responsible for Accounting:
 (Name of Contact)
 (Address)
 (Email)
 (Phone)

Aug Plan Contact:
 (Name of Contact)
 (Address)
 (Email)
 (Phone)

Plan Attorney Contact:
 (Name of Contact)
 (Address)
 (Email)
 (Phone)

Decreed Water Rights & Replacement Sources				
Case No.	Right Name	Adj Date	Appr Date	Admin No
12CW3456	Example Aug Plan		12/31/2012	59535.00000
12CW3456	Example Pond		8/10/2012	59392.00000
W1717	Well 1	12/31/1972	12/31/1940	33237.00000
W1717	Well 2	12/31/1972	7/26/1959	40018.00000

Navigation tabs: Contact & Plan Info, Well & Meter Information, Depletions & Obligations, Replacements, Example Pond, Summary, DWR, Version

c. (Well & Meter Information)

Well Information		
Name	Well 1	Well 2
WDID	0104567	0105678
Permit No.	12345F	12346FR
Owner	John Brown	Jane Smith
Contact	123 Fake St. Springfield CO 80123	124 Fake St. Springfield CO 80123

Meter Information		
Make	McCrometer	McCrometer
Model	MO310	MO306
Serial Number	9-8-RC263N	15-08090-6
Correction Factor	0.931	1
Multiplier	0.001	0.001
Units	acre-feet	acre-feet

* Owner and Contact info is not needed here if the wells are owned by the owner of the plan.

Example Aug Plan
Well & Meter Information
Water Year
2021

Contact & Plan Info | **Well & Meter Information** | Depletions & Obligations | Replacements

Meter and Well information should be kept current. This information is verified through field visits and meter testing. If convenient, this information can be listed on the tab where meter readings are entered or separated as shown here.

d. (Depletions & Obligations) - in this example, the Depletions & Obligations tab includes cells for entering meter readings, calculating well pumping over the period, and converting that to lagged depletions.

Example Aug Plan Depletions & Obligations Water Year 2021				
Meter Readings (EOM)				
Month	Well 1	Reading Type	Well 2	Reading Type
	0104567 (af)		0105678 (af)	
10	124651	Actual	133356	Actual
11	124653	Actual	133358	Actual
12	124655	Calculated	133360	Calculated
1	124657	Actual	133362	Actual
2	124659	Actual	133364	Actual
3	124661	Actual	133366	Actual
4	124663	Actual	133368	Actual
5		"		"
6		"		"
7		"		"

The Meter Reading section is a manual entry section of the Depletions and Obligations tab. This should be the actual meter reading as shown on the face of the meter. Adjacent tables or columns/rows may be added to calculate multipliers, correction factors, or conversions.

e. (Depletions & Obligations)

Well Pumping		
Multiplier	0.001	0.001
Correction Factor	0.931	1
Month	Well 1	Well 2
	0104567 (af)	0105678 (af)
11	0.00186	0.00200
12	0.00186	0.00200
1	0.00186	0.00200
2	0.00186	0.00200
3	0.00186	0.00200
4	0.00186	0.00200
5		
6		
7		
8		
9		
10		

The Well Pumping section calculates the value of the amount of pumping determined by the difference in the monthly (or the frequency as required) reading by the subsequent monthly reading and then factoring in values for multipliers, correction factors and/or conversions.

f. (Depletions & Obligations) - calculate lagged depletions for the month

EOM		Well Pumping		URF		Lagged Depletions	
Well 2	Reading Type	Multiplier	0.001	0.001	Previous Year Pumping	10.00	10.00
0105678	(af)	Correction Factor	0.931	1	Month	Well 1	Well 2
133356	Actual	Month	Well 1	Well 2	Month	0104567	0105678
133358	Actual	(af)	(af)	(af)	(af)	(af)	(af)
133360	Calculated	11	0.00186	0.00200	11	0.0887	0.75300
133362	Actual	12	0.00186	0.00200	12	0.0660	0.50500
133364	Actual	1	0.00186	0.00200	1	0.0396	0.39600
133366	Actual	2	0.00186	0.00200	2	0.0334	0.33400
133368	Actual	3	0.00186	0.00200	3	0.0294	0.29400
		4	0.00186	0.00200	4	0.0340	0.34000
		5			5	0.0628	0.62800
		6			6	0.1070	1.07000
		7			7	0.1478	1.47800
		8			8	0.1635	1.63500
		9			9	0.1454	1.45400
		10			10	0.1113	1.11300

Lagged Depletions should be calculated utilizing the Well Pumping data and the lagging method established by the relevant decree or SWSP (Stream depletion Factors or Glover Parameters).

g. (Depletions & Obligations) - convert monthly lagged depletions to daily

DATE	Lagged Depletions					Return Flow Obligations		
	Well 1	Well 2	Well 1	Well 2	Total	Subsidiary		
	0104567	0104567	0105678	0105678	Out-of-Priority	RFO		
(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11/1/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/2/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/3/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/4/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/5/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/6/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/7/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/8/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/9/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/10/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/11/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03
11/12/2020	0.01	0.01	0.01	0.01	0.03	0.03		0.03

Lagged Depletions can now be prorated into a daily value to determine the daily depletion to the river from the Aug Plan.

h. (Replacements)

Example Aug Plan									
Replacements									
Water Year									
2021									
DATE	Previous Year's Total	Example Aug Station			Pond Release			Total	
	Diversion of Changed Shares	Total Through Structure	Transit Loss	Credit at Reach	Release For Aug	Transit Loss	Credit at Reach	Total Aug Credits	
	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
3/31/2021					0.00	0.00	0.000	0.000	
4/1/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/2/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/3/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/4/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/5/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/6/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	
4/7/2021	0.10	0.10	0.00	0.10	0.00	0.00	0.000	0.097	

Input information should be shaded differently than the calculated (cells with formulas) cells. Please provide a legend with the color/shading scheme.

i. (Summary) - daily

Example Aug Plan Summary Water Year 2021											
DATE	Call (admin no.) (1)	Is Plan In Priority? (y/n) (2)	Depletions & Obligations				Replacements			Balance (cfs) (10)	Net Effect (cfs) (11)
			Lagged Depletions	OOP Lagged Depletions	RFOs	Total	Aug Station	Pond Release	Total Credits		
			(cfs) (3)	(cfs) (4)	(cfs) (5)	(cfs) (6)	0102345 (cfs) (7)	0103456 (cfs) (8)	(cfs) (9)		
11/15/2020	21698.00000	n	0.03	0.03	0.03	0.06	0.00	0.05	0.05	-0.01	-0.01
11/16/2020	21698.00000	n	0.03	0.03	0.03	0.06	0.00	0.06	0.06	0.00	0.00
11/17/2020	21698.00000	n	0.03	0.03	0.03	0.06	0.00	0.06	0.06	0.00	0.00
11/18/2020	21698.00000	n	0.03	0.03	0.03	0.06	0.00	0.06	0.06	0.00	0.00
11/19/2020	99999.00000	y	0.03	0.00	0.03	0.03	0.00	0.06	0.06	0.00	0.06
11/20/2020	99999.00000	y	0.03	0.00	0.03	0.03	0.00	0.06	0.06	0.00	0.06
11/21/2020	99999.00000	y	0.03	0.00	0.03	0.03	0.00	0.05	0.05	-0.01	0.05
11/22/2020	21698.00000	n	0.03	0.03	0.03	0.06	0.00	0.05	0.05	-0.01	-0.01

The Balance column is the balance of Replacements and actual Depletions/Obligations regardless of whether the plan is in or out of priority. It is calculated by subtracting Depletions and Obligations from Replacements.

j. (Summary) - a monthly summary table may be added at the bottom of the Summary tab below the daily summary

Monthly Summary											
Month	Number of days Plan is In Priority (# of days) (1)	% of Days In Priority (%) (2)	Lagged Depletions (ac-ft) (3)	OOP Lagged Depletions (ac-ft) (4)	RFOs (ac-ft) (5)	Total (ac-ft) (6)	Aug Station (ac-ft) (7)	Res Release (ac-ft) (8)	Total (ac-ft) (9)	Balance (ac-ft) (10)	Net Effect (ac-ft) (11)
Nov-20	0.00	0%	1.77	1.77	1.81	3.58	0.00	4.26	4.26	0.68	0.68
Dec-20	0.00	0%	1.32	1.32	1.41	2.73	0.00	4.32	4.32	1.59	1.59
Jan-21	30.00	97%	1.25	0.04	1.15	1.19	0.00	0.77	0.77	-1.63	0.69
Feb-21	28.00	100%	1.17	0.00	0.89	0.89	0.00	0.00	0.00	-2.06	0.00
Mar-21	31.00	100%	1.17	0.00	0.88	0.88	0.00	0.00	0.00	-2.05	0.00
Apr-21	9.00	30%	1.25	0.04	0.84	0.88	3.83	0.00	3.83	1.75	2.38
May-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jul-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aug-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sep-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oct-21	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Net Effect is the Balance or Net Impact value with the priority of the plan included. Plans considered in priority may not be required to replace depletions. This column represents whether the Aug plan shows injury to the river or has sufficiently replaced its uses.

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.