

ONE-TIME-SALE AGREEMENT 2025 – 08

THIS ONE TIME SALE AGREEMENT (hereinafter "Agreement") is hereby entered into between the San Luis Valley Water Conservancy District (hereinafter "District"), whose address is 623 Fourth Street, Alamosa, Colorado 81101 and telephone number is (719) 589-2230, and the following identified party (hereinafter "Participants"):

Names: Southwest Ready Mix, Inc.
c/o Izora L. Southway and Rock I. Southway

Mailing Address: 117 White Pine Drive
Alamosa, CO 81101

Site Address: 5687 County Road 112 South
Alamosa, CO 81101

Telephone Number: 719-589-5103

Email: izorasouthway@yahoo.com and rock@southway.com

Type of Structure: Gravel Pit - WDID 2014690

1. The District will deliver for the Participants' benefit 26.83 acre-feet of augmentation water in 2025, in compliance with the terms and conditions of the District's Decrees and in coordination with the Division Engineer. The delivery shall replace out-of-priority depletions caused by the Participants' use water of water through the Participants' Structure, as described in paragraph 1.4, below.
 - 1.1. 26.83 acre-feet will be released from the District's augmentation water supply in Rio Grande or Continental Reservoir in coordination with the Division Engineer;
 - 1.2. Of the amount set forth above in paragraph 1.1, 4.47 acre-feet represent an assessment of twenty percent (20%) of the reservoir release for river conveyance loss;
 - 1.3. Of the amount set forth above in paragraph 1.1, a total of 22.36 acre-feet is available to replace out-of-priority depletions from gravel pit evaporation.
2. The Participants shall pay to the District at the time of execution of this document:
 - 2.1. A one-time Processing Fee in the amount of one hundred dollars (\$100.00).
 - 2.2. The cost of the augmentation water in the amount of 26.83 acre-feet (26.83 acre-feet x \$2,000.00 per acre-foot) is fifty-three thousand, six hundred, and sixty dollars (\$53,660.00).

2.3. The total amount the Participants shall pay on execution of this document is fifty-three thousand, seven hundred, and sixty dollars (\$53,760.00).

3. Participant shall maintain records of pond dimensions during gravel pit reclamation and provide such information to the District and to the Division of Water Resources.

4. The District assumes no responsibility for the actions of the Participant or its agents or employees. The Participant shall hold the District harmless from any loss or damage and any claim for loss or damage, including reasonable attorney's fees arising from the actions or omissions of the Participant, its employees, independent contractors, and agents in furtherance of this Agreement.

5. Participant's one-time right of use of the augmentation water purchased herein shall expire on December 31, 2025.

PARTICIPANT: Southwest Ready Mix, Inc.

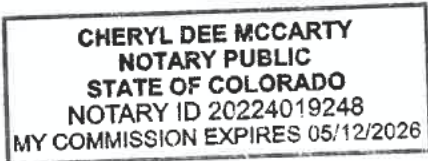
By: Izora L. Southway
Izora L. Southway

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 11th Day of September, 2025, by Izora L. Southway.

Witness my hand and official seal.

My commission expires: 05/12/2026



Cheryl Dee McCarty
Notary Public

PARTICIPANT: Southwest Ready Mix, Inc.

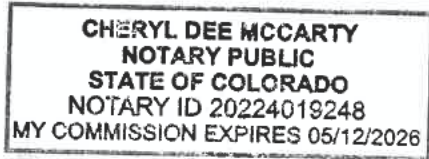
By: Rock I. Southway
Rock I. Southway

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 11th Day of September, 2025, by Rock I. Southway.

Witness my hand and official seal.

My commission expires: 05/12/2026



Cheryl Dee McCarty
Notary Public

MATTHEW ALAN HILDNER
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20214037691
My Commission Expires 09/22/2025

SAN LUIS VALLEY WATER CONSERVANCY DISTRICT

By: Heather Dutton
Heather R. Dutton, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 16th Day of September, 2025, by Heather R. Dutton, Manager, San Luis Valley Water Conservancy District.

Witness my hand and official seal.

My commission expires: 9/22/25

Matthew A. Hildner

Notary Public

Division Engineer's Approval

The Water Division 3 hereby approves this Agreement and Augmentation Certificate and states that as of the date of entry of the Agreement and Augmentation Certificate, the amount of augmentation water provided for by this Agreement and Augmentation Certificate is sufficient to augment the out-of-priority diversions of the Participants. The augmentation of the Participants' uses is subject to the foregoing additional conditions:

Not applicable: _____.

Additional Conditions: _____

By: _____
Craig Cotten
Division Engineer
Colorado Water Division 3

Date: _____ 2025