

Contract No. _____

Contract Date: _____

UPPER GUNNISON RIVER WATER ACTIVITY ENTERPRISE
AGREEMENT

FOR PURCHASE OF **CLASS D** AUGMENTATION CERTIFICATE PROVIDING
FOR WATER SERVICE FROM MERIDIAN LAKE RESERVOIR

This Agreement is entered into between the Upper Gunnison River Water Activity Enterprise, a water activity enterprise established by the Upper Gunnison River Water Conservancy District pursuant to § 37-45.1-103, Colorado Revised Statutes (Enterprise) and the buyer identified below (Buyer).

Buyer's Name: _____

Address: _____

Telephone: _____ E-mail Address: _____

The Enterprise is providing water stored in Meridian Lake Reservoir for use as replacement water to the Slate, East and Gunnison Rivers to permit out-of-priority depletions by wells or other diversion structures that would otherwise be curtailed by a call by senior water rights diverting water from said rivers or senior instream flow water rights. The replacement water is provided by the Enterprise according to the terms and conditions of the Plan for Augmentation decreed in Case No. 03CW107, Water Division No. 4 (Plan for Augmentation).

AGREEMENT

In consideration of the mutual and dependent covenants contained herein, the parties to this Agreement agree as follows:

1. This Agreement shall become effective upon execution of the Agreement by the Enterprise, and shall continue until terminated as provided in this Agreement.
2. The well or other diversion structure to be protected by release of water authorized by an Augmentation Certificate acquired under the terms of this Agreement is described on *EXHIBIT A* attached to this Agreement and is referred to in this Agreement as the Protected Well.
3. A Base Unit is quantified as 0.05 acre-feet of water stored in Meridian Lake Reservoir. Ownership of a Class D Augmentation Certificate entitles Buyer to the release of water from Meridian Lake Reservoir, according to the terms and conditions of the Plan for Augmentation, in an amount equal to the number of Base Units purchased multiplied by 0.05 acre-feet.

4. The purchase price for each Base Unit is \$3,500 per Base Unit, for a total payment under this Agreement of \$ _____, payable to the Enterprise in cash upon execution of this Agreement.

5. Upon execution of this Agreement by all parties and payment by Buyer of the purchase price, the Enterprise will issue and deliver to Buyer an Augmentation Certificate identifying the Protected Well and the number of Base Units purchased by Buyer. The Enterprise will record a copy of the Augmentation Certificate in the records of Gunnison County.

6. Commencing in the calendar year following the year in which this Agreement is signed, Buyer shall pay an annual assessment to the Enterprise equal to Buyer's prorated share of the reservoir operations, maintenance and capital reserve assessment adopted for such year by the Enterprise, plus Buyer's prorated share of the Enterprise's annual cost reimbursement for administration of the Plan for Augmentation (collectively, the Annual Assessment) according to the following procedures.

6.1 During February of each year during the term of this Agreement, the Enterprise will mail an invoice for the Annual Assessment to Buyer's last known address, as reflected in the Enterprise's records, which shall include the following:

6.1.1 An itemization of the reservoir operations and maintenance assessment for that year and the calculation of Buyer's prorated share thereof;

6.1.2 An itemization of the reservoir capital reserve assessment for that year and the calculation of Buyer's prorated share thereof;

6.1.3 The amount of the Enterprise's annual cost reimbursement for administration of the Plan for Augmentation and the calculation of Buyer's prorated share thereof.

6.2 Buyer shall pay the invoiced Annual Assessment on or before March 31 in each year.

7. By signing this Agreement, Buyer acknowledges:

7.1 That Buyer has read and understands this Agreement and agrees to be bound by its terms;

7.2 That the Plan for Augmentation requires Owners of Augmentation Certificates to install totalizing flow meters on augmented wells and approved measuring devices for augmented surface diversions and ponds, and that the Colorado Division of Water Resources will enforce this requirement;

7.3 That Buyer is responsible for obtaining any permit required by the Colorado Division of Water Resources for the Protected Well;

7.4 That the Augmentation Certificate purchased under this Agreement entitles Buyer to the release of water from Meridian Lake Reservoir according to the terms and conditions of the Plan for Augmentation, that the water released for Buyer shall be measured by facilities of the Enterprise and delivered into Washington Gulch at the outlet works of Meridian Lake Reservoir, and that Buyer shall suffer all transit losses assessed by the Division Engineer from the point of delivery to the place of use;

7.5 That water released for Buyer's benefit from Meridian Lake Reservoir will be released from the reservoir according to the terms and conditions of the Plan for Augmentation upon request of the Division Engineer, Water Division 4, at times and in amounts determined by the Division Engineer in his sole discretion, and only for the purpose of providing replacement water to the Slate, East, or Gunnison Rivers (or tributaries thereof) to permit out-of-priority depletions by the Protected Well which would otherwise be curtailed by a valid call on such rivers by senior water rights diverting water downstream from the point of diversion for the Protected Well or by senior instream flow water rights;

7.6 That the number of Base Units purchased by Buyer under the terms of this Agreement has been determined solely by Buyer, and that the Enterprise makes no representation that the amount purchased by Buyer is sufficient to protect the Protected Well from curtailment as a result of a call placed by by senior water rights;

7.7 That the amount to be paid annually by Buyer under this Agreement for operations and maintenance assessment and reimbursement for administration costs is due and payable in full, whether or not any water is released from Meridian Lake Reservoir according to the terms and conditions of the Plan for Augmentation;

7.8 That Buyer shall have no right to holdover of water storage in Meridian Lake Reservoir from year to year; therefore, any water which is not released by October 31 in each year according to the terms and conditions of the Plan for Augmentation shall become integrated with the water supply for all purposes of the Meridian Lake Reservoir and be available for all purposes at that time;

7.9 That because of drought or other natural causes, there may occur a shortage during any year in the quantity of water stored or released from Meridian Lake Reservoir, and that such a shortage may result in the curtailment of the Protected Well. In no event shall any liability accrue against the Enterprise or any of its directors, agents or employees for any damage, direct or indirect, arising from such a shortage. In any year in which such a shortage occurs, the Enterprise reserves the right to apportion the available water supply among those entitled under Augmentation Certificates to releases of water from Meridian Lake Reservoir in a manner to be prescribed by the Enterprise in its sole discretion.

8. Buyer agrees to maintain a permanent record of all diversions by the Protected Well, recorded by Buyer at least monthly, and to submit a copy of such record to the Enterprise annually. To assist Buyer in maintaining such record, the Enterprise will provide to Buyer a form to be completed by Buyer itemizing monthly diversions by the Protected Well, as reflected by Buyer's flow meter (Diversion Record). In October of each year the Enterprise will mail a new Diversion Record to Buyer's last known address, as reflected in the Enterprise's records. On or before November 15 in each year, Buyer shall mail to the Enterprise a completed Diversion Record for the preceding twelve months. Buyer may request additional forms at any time.

9. Payment by Buyer of the purchase price described in paragraph 4 is a condition precedent to receiving the benefit of the Augmentation Certificate acquired under the terms of this Agreement. In the event that Buyer's tendered payment is dishonored, the Augmentation Certificate shall be void and the Enterprise shall not release water for Buyer's benefit under Buyer's Augmentation Certificate until Buyer provides payment of the amount due, plus interest at the rate of eighteen percent (18%) per annum from the date of Buyer's original tender and a late charge equal to five percent (5%) of the payment, in cash, electronic transfer funds, certified check or cashier's check.

10. In the event of failure by Buyer to pay the Annual Assessment when due, or Buyer's failure to provide a completed Diversion Record to the Enterprise as required by paragraph 8 (collectively referred to as Buyer's Default), the Enterprise shall have the following rights and remedies:

10.1 The Enterprise may terminate release of water for Buyer's benefit under Buyer's Augmentation Certificate and, upon such termination, shall give written notice to Buyer and the Division Engineer that Buyer's right to releases has been terminated.

10.2 The Enterprise shall have a lien against the real property served by the Protected Well to secure payment of the Annual Assessment, plus interest from the date the Annual Assessment was due and payable at a rate determined by the Enterprise, but not to exceed twenty-one percent (21%) per annum, plus a late charge in an amount determined by the Enterprise, plus all costs and expenses of collecting the unpaid amount, including, but not limited to, reasonable attorneys' fees. The lien may be foreclosed in the manner of foreclosure of mortgages in the State of Colorado. If Buyer fails to pay the Annual Assessment when due, the Enterprise may record a Notice of Lien in the records of Gunnison County that shall set forth the amount of the Annual Assessment due and owing to the Enterprise, specifying the date such amount was due and payable and from which interest accrues, specifying all costs and expenses, including reasonable attorneys' fees, of collecting the unpaid amount to the date of recording of such Notice of Lien, describing the real property affected by the lien and specifying the name or names, last known to the Enterprise, of the owner of said real property.

10.3 In any foreclosure proceeding under this Agreement, Buyer shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, such costs, expenses and attorneys' fees to be secured by the lien being foreclosed. The Enterprise, through its duly authorized agents, shall have the power to bid on the real property at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

10.4 The amount of the Annual Assessment shall be the personal obligation of Buyer and shall be owed to the Enterprise. Suit to obtain a money judgment for such personal obligation shall be maintainable by the Enterprise without foreclosing or waiving the lien that secures the same.

10.5 In the event of voluntary sale or other conveyance of the real property served by the Protected Well, the grantee thereof shall be jointly and severally liable with the grantor for all unpaid Annual Assessments against the latter, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

10.6 The Enterprise shall, upon request, furnish to any person liable for an Annual Assessment, a certificate in writing, setting forth whether the Annual Assessments have been paid and the amount of the delinquency, if any. Such certificate shall be conclusive evidence of payment of the Annual Assessment.

10.7 The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which the Enterprise may have under this Agreement and by law, including suit to obtain money judgment for unpaid assessments, as provided above.

10.8 Following Buyer's Default, the benefits of Buyer's Augmentation Certificate, including release of water for Buyer's benefit, shall not be restored by the Enterprise until Buyer's Default is cured, including payment in full to the Enterprise of all amounts due, including interest, late fees, and costs of collection including attorneys' fees.

11. Neither the Augmentation Certificate nor a Base Unit acquired under this Agreement may be transferred by Buyer separately from the Protected Well without the prior written consent of the Enterprise. The Enterprise may, in its absolute discretion, require that any Base Unit transferred separately from the Protected Well be sold back to the Enterprise for a purchase price equal to the price paid by Buyer under this Agreement; provided, however, that the Enterprise may delay payment of the purchase price to Buyer until the Enterprise is able to resell the Base Unit. Resale of Base Units by the Enterprise may be at such selling price as the Enterprise determines at the time of resale but said resale price shall have no effect on the amount paid by the Enterprise to Buyer.

12. Prior to any transfer of the Protected Well, Buyer shall notify the Enterprise of such transfer in writing. The notice shall include the name, address and telephone number of the person to whom the transfer will be made and an application for transfer of the Augmentation Certificate. Upon receipt of such application, the Enterprise may, in its discretion, assess an administration fee to process and record a notice of the transfer, and require payment of any unpaid assessments (together with any amounts due pursuant to paragraph 10). The Enterprise shall record a notice of transfer of the Augmentation Certificate in the records of Gunnison County.

13. Any transfer of a Base Unit acquired under this Agreement or of the Augmentation Certificate without the written consent and approval of the Enterprise required by this Agreement shall be void, the Augmentation Certificate shall be rendered void, and the transferee thereof shall receive no benefit. As used in this Agreement, "transfer" shall not include a transfer by devise, descent or by operation of law upon the death of a joint tenant.

14. The Base Units purchased under the terms of this Agreement and the Augmentation Certificate shall be appurtenant to the Protected Well, and the terms of this Agreement shall be binding upon Buyer's successors in interest to the Protected Well.

15. This Agreement constitutes the entire and only agreement between the Enterprise and Buyer relating to the subject matter hereof. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

16. This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action relating to this contract or the interpretation, enforcement or determination of the rights and duties of the parties hereto shall be the District Court in Gunnison County, Colorado.

17. Any notice to Buyer provided for in this Agreement shall be in writing and shall be given and be effective upon (1) hand delivery to Buyer or (2) mailing such notice by first-class U.S. mail, addressed to Buyer at the Buyer's address stated on the first page of this Agreement, or to such other address as Buyer may designate by notice to the Enterprise. Any notice to the Enterprise shall be in writing and shall be given and be effective upon (1) hand delivery to the Enterprise's manager or (2) by mailing such notice by first-class U.S. mail to the Enterprise at 210 West Spencer, Suite B, Gunnison, CO 81230, or to such other address as the Enterprise may designate by notice to Buyer.

Buyer: Upper Gunnison River Water Activity
Enterprise

By: Sonja Chavez, General Manager

Date: _____

Date: _____

Contract No. _____

EXHIBIT A
TO
AGREEMENT FOR PURCHASE OF CLASS D AUGMENTATION CERTIFICATE
PROVIDING FOR WATER SERVICE FROM MERIDIAN LAKE RESERVOIR
FOR USE WHEN PERMITTING OR REPERMITTING WELL

Applicant Information.

Name: _____

Address: _____

Telephone _____ Email: _____

Name of Structure or Subdivision:

Structure type (*well, pond, pump*):

Water Court Case Number of decree _____

If pond or pump, water source (*stream or ditch*) _____

Pond Surface area (*acres or square feet*) _____

Well or pump capacity (*in gallons per minute*) _____

Well Permit Number _____. A copy of the well permit must be attached to this Application.

A totalizing flow meter is required for all wells under the Agreement for Purchase of Augmentation Certificate.

Meter Model, Type and Number _____

Initial Well Meter Reading _____

Number of dwelling units served by well _____

Well distance from live stream _____

Structure Location.

Drainage basin: _____

Township _____ Range _____ Meridian _____ P. M.

Section _____ 1/4 Section _____ ¼ ¼ Section

GPS Reading (specify datum)

_____, *OR*

_____ feet from North/South Section Line, _____ feet from

Contract No. _____

East/West Section Line

Elevation (from USGS map or GPS, in feet)

Wastewater disposal system (choose one):

Individual non-evaporative sewage disposal system Central wastewater treatment system Name of wastewater treatment provider

Lawn Size (square feet)

Number of Base Units purchased: _____

Other (attach additional sheets if necessary) _____

By signing this Application, I certify that the information provided above is true to the best of my knowledge.

Applicant (signature)

Applicant (print)

Date Received by UGRWAE

Annual Consumptive Use Calculation Spreadsheet for UGRWAE Plan

11/7/2006

Instructions: Enter required information in boxes.

CML

Applicant:

Elevation: feet above sea level

Area: North enter North or South

Ordinary Household Purposes

Single Family Dwellings (SFD)

x 0.392 acre-feet/SFD

0.00 acre-feet of diversions for ordinary household purposes

x 0.05 fraction of return flows (0.10 for ISDS, 0.05 for central wastewater treatment)

0.00 acre-feet of depletions for ordinary household purposes

Lawn and Garden Irrigation

square feet of lawn and garden

÷ 43,560 square feet/acre

x 1.34 acre-feet/acre value (use Table 6A for North Area, use Table 6B for South Area)

0.00 acre-feet of lawn and garden consumptive use

÷ 0.80 irrigation efficiency

0.00 acre-feet of lawn and garden diversions

Livestock

animals

x 11 gallons per day

x 365 days/year

÷ 325,900 gallons/acre-foot

0.00 acre-feet of livestock consumptive use

Pond Evaporation

acres of water surface

x 2.22 acre-feet/acre value from Table 1, Net Lake Evaporation Rates

0.00 acre-feet of evaporative depletions

Total Depletions

0.00 acre-feet of depletions for ordinary household purposes

0.00 acre-feet of lawn and garden consumptive use

0.00 acre-feet of livestock consumptive use

0.00 acre-feet of evaporative depletions

0.00 acre-feet of depletions for other drinking and sanitary purposes (if used, attach optional page)

0.00 acre-feet of total depletions

Total Diversions

0.00 acre-feet of diversions for ordinary household purposes

0.00 acre-feet of lawn and garden diversions

0.00 acre-feet of Livestock consumptive use

0.00 acre-feet of evaporative depletions

0.00 acre-feet of diversions for other drinking and sanitary purposes (if used, attach optional page)

0.00 acre-feet of total diversions (Enter in "Annual amount to be withdrawn" on well permit applications)

Other Drinking and Sanitary Purposes

(See Table I, Quantities and BOD Strength of Sewage for various types of uses)

| | Gallons/Person/Day from Table I | Use listed under "Type of Establishment" in Table I |
|----|------------------------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

0.00 gallons/person/day total

x # persons

x days of use/year (365 days if the use is year-round or estimated days for seasonal use)

÷ 325,900 gallons/acre-foot

0.00 acre-feet of diversions for other drinking and sanitary purposes

x fraction of return flows (0.10 for ISDS, 0.05 for central wastewater treatment)

0.00 acre-feet of depletions for other drinking and sanitary purposes

Replacement Water Tables

Replacement Requirement for Lawn Irrigation North of Gunnison River & Tomichi Creek

| ELEVATION | ACRE-FOOT PER ACRE |
|----------------------|--------------------|
| 6,600 - 6,799 | 2.06 Acre-Feet |
| 6,800 - 6,999 | 1.99 Acre-Feet |
| 7,000 - 7,199 | 1.93 Acre-Feet |
| 7,200 - 7,399 | 1.86 Acre-Feet |
| 7,400 - 7,599 | 1.80 Acre-Feet |
| 7,600 - 7,799 | 1.73 Acre-Feet |
| 7,800 - 7,999 | 1.67 Acre-Feet |
| 8,000 - 8,199 | 1.60 Acre-Feet |
| 8,200 - 8,399 | 1.54 Acre-Feet |
| 8,400 - 8,599 | 1.47 Acre-Feet |
| 8,600 - 8,799 | 1.41 Acre-Feet |
| 8,800 - 8,999 | 1.34 Acre-Feet |
| More than 9,000 Feet | 1.28 Acre-Feet |

Replacement Requirement for Lawn Irrigation South of Gunnison River & Tomichi Creek

| ELEVATION | ACRE-FOOT PER ACRE |
|----------------------|--------------------|
| 6,600 - 6,799 | 2.26 Acre-Feet |
| 6,800 - 6,999 | 2.20 Acre-Feet |
| 7,000 - 7,199 | 2.14 Acre-Feet |
| 7,200 - 7,399 | 2.08 Acre-Feet |
| 7,400 - 7,599 | 2.02 Acre-Feet |
| 7,600 - 7,799 | 1.96 Acre-Feet |
| 7,800 - 7,999 | 1.90 Acre-Feet |
| 8,000 - 8,199 | 1.84 Acre-Feet |
| 8,200 - 8,399 | 1.78 Acre-Feet |
| 8,400 - 8,599 | 1.72 Acre-Feet |
| 8,600 - 8,799 | 1.66 Acre-Feet |
| 8,800 - 8,999 | 1.60 Acre-Feet |
| More than 9,000 feet | 1.54 Acre-Feet |

Replacement Requirement for Pond Evaporation Rates for On Channel Lakes

| ELEVATION | ACRE-FOOT PER ACRE OF SURFACE AREA |
|-----------------------------|---|
| 6,600 - 6,999 | 2.65 Acre-Feet |
| 7,000 - 7,399 | 2.61 Acre-Feet |
| 7,400 - 7,599 | 2.58 Acre-Feet |
| 7,600 - 7,799 | 2.48 Acre-Feet |
| 7,800 - 7,999 | 2.39 Acre-Feet |
| 8,000 - 8,199 | 2.31 Acre-Feet |
| 8,200 - 8,399 | 2.22 Acre-Feet |
| 8,400 - 8,599 | 2.13 Acre-Feet |
| 8,600 - 8,799 | 2.07 Acre-Feet |
| 8,800 - 8,999 | 1.98 Acre-Feet |
| More than 9,000 Feet | 1.79 Acre-Feet |

Replacement Requirement for Pond Evaporation Rates for Off Channel Lakes

| <u>ELEVATION</u> | ACRE-FOOT PER ACRE OF SURFACE AREA |
|-----------------------------|---|
| 6,600 - 6,799 | 3.02 Acre-Feet |
| 6,800 - 6,999 | 3.00 Acre-Feet |
| 7,000 - 7,199 | 2.98 Acre-Feet |
| 7,200 - 7,399 | 2.97 Acre-Feet |
| 7,400 - 7,599 | 2.95 Acre-Feet |
| 7,600 - 7,799 | 2.89 Acre-Feet |
| 7,800 - 7,999 | 2.81 Acre-Feet |
| 8,000 - 8,199 | 2.75 Acre-Feet |
| 8,200 - 8,399 | 2.68 Acre-Feet |
| 8,400 - 8,599 | 2.60 Acre-Feet |
| 8,600 - 8,799 | 2.53 Acre-Feet |
| 8,800 - 8,999 | 2.47 Acre-Feet |
| More than 9,000 feet | 2.32 Acre-Feet |

RESIDENTIAL Note: Also use this form to apply for **livestock watering**
Water Well Permit Application
 Review form instructions prior to completing form.
 Hand completed forms must be completed in black or blue ink or typed.

1. Applicant Information

Name(s) _____

Mailing address _____

City _____ State _____ Zip code _____

Telephone (w/area code) _____ E-mail _____

2. Type Of Application (check applicable boxes)

Construct new well Change source (aquifer)
 Replace existing well Reapplication (expired permit)
 Use existing well Rooftop precip. collection
 Change or increase use Other: _____

3. Refer To (if applicable)

Well permit # _____ Water Court case # _____

Designated Basin Determination # _____ Well name or # _____

4. Location Of Proposed Well (Important! See Instructions)

County _____ 1/4 of the _____ 1/4

Section _____ Township N or S _____ Range E or W _____ Principal Meridian _____

Distance of well from section lines (section lines are typically not property lines)
 Ft. from N S _____ Ft. from E W _____

For replacement wells only – distance and direction from old well to new well
 feet _____ Direction _____

Well location address (Include City, State, Zip) _____ Check if well address is same as in Item 1.

Optional: GPS well location information in UTM format. GPS unit settings are as follows:

Format must be UTM
 Zone 12 or Zone 13
 Units must be Meters
Datum must be NAD83
 Unit must be set to true north
 Was GPS unit checked for above? YES

Easting: _____
 Northing: _____
 Remember to set Datum to NAD83

5. Parcel On Which Well Will Be Located
 (You must attach a current deed for the subject parcel)

A. You must check and complete *one* of the following:

Subdivision: Name _____
 Lot _____ Block _____ Filing/Unit _____

County exemption (attach copy of county approval & survey)
 Name/# _____ Lot # _____

Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed

Mining claim (attach copy of deed or survey) Name/#: _____

Square 40 acre parcel as described in Item 4

Parcel of 35 or more acres (attach metes & bounds description or survey)

Other: (attach metes & bounds description or survey)

B. # of acres in parcel _____ C. Are you the owner of this parcel?
 YES NO _____

D. Will this be the only well on this parcel? YES NO (if no – list other wells)

E. State Parcel ID# (optional): _____

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

A. Ordinary household use in one single-family dwelling (no outside use)

B. Ordinary household use in 1 to 3 single-family dwellings:
 Number of dwellings: _____
 Home garden/lawn irrigation, not to exceed one acre:
 area irrigated _____ sq. ft. acre
 Domestic animal watering – (non-commercial)

C. Livestock watering (on farm/ranch/range/pasture)

7. Well Data (proposed)

| | | | |
|----------------------|------|-------------------------------|-----------|
| Maximum pumping rate | gpm | Annual amount to be withdrawn | acre-feet |
| Total depth | feet | Aquifer | |

8. Water Supplier

Is this parcel within boundaries of a water service area? YES NO
 If yes, provide name of supplier: _____

9. Type Of Sewage System

Septic tank / absorption leach field
 Central system: District name: _____
 Vault: Location sewage to be hauled to: _____
 Other (explain) _____

10. Proposed Well Driller License #(optional):

11. Sign or Enter Name of Applicant(s) or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application _____ Date (mm/dd/yyyy) _____

If signing print name and title _____

Office Use Only

| | | |
|---|-------------|----------------------------|
| USGS map name | DWR map no. | Surface elev. |
| Receipt area only | | |
| AQUAMAP WE WR CWCB TOPO MYLAR SB5 | | |
| DIV _____ | | WD _____ BA _____ MD _____ |

RESIDENTIAL WELL PERMIT APPLICATION INSTRUCTIONS

Applications must be computer generated online, typewritten, or printed in **BLACK** or **BLUE INK**. **ALL ITEMS** in the application must be completed. Incomplete applications may be returned for more information. Applications are evaluated in chronological order. Please allow approximately six weeks for processing. This form may be reproduced by photocopying. Reproductions must retain margins and print quality of the original form. **If filing online see online filing instructions!** You may also save, print, scan and email the completed form to: dwrpermitsonline@state.co.us

DO NOT use this form for the registration of an existing well in use prior to May 8, 1972; (use Form GWS-12).

FEES: This application must be submitted with the appropriate filing fee. The filing fee for applications is **\$100**. Exceptions are as follows: 1) An application to replace or deepen an existing permitted well that is in the same source (aquifer) which does not have a "-F" or "-R" suffix after the original permit number is **\$60**. 2) Applications to register an existing well (use Form GWS-12), and replace or deepen the well (use Form GWS-44) into the same aquifer is **\$100 if submitted together**. **Fees are nonrefundable**. Acceptable forms of payment are check or money order, payable to the Colorado Division of Water Resources. Payment by Visa, MasterCard or Discover cards can be accepted by phone through the Records Office at 303.866.3581.

USES: This form (GWS-44) is to be used when applying for a permit for the following types of uses:

- A. Ordinary household use inside one single-family dwelling (NO outside water use allowed):** Generally, this is all that can be approved on parcels less than 35 acres.
- B. Ordinary household use in 1 to 3 single-family dwellings, irrigation of up to one acre of home garden and lawn, and watering of domestic animals:** Generally, permits can be approved on parcels of land of 35 or more acres, or in areas inside the Designated Basins, the Denver Basin, limited areas on the Western Slope, and for subdivisions under a court-approved plan for augmentation that allow outside uses.
- C. Livestock watering on farm, ranch, range, or pasture** (on parcels of 35 or more acres).

ITEM INSTRUCTIONS: (numbers correspond with those on the front of this form)

1. The applicant is the entity for whom the permit is to be issued. Since the well owner is ultimately responsible for the use of the well, their name should be in this area. The mailing address is where the applicant currently receives mail.
2. Check all boxes that apply. **If you check the box for Rooftop precip. collection, you must also complete and submit Form No. GWS-78.**
3. Complete all boxes that apply.
4. You **must** provide a well spot location under the following circumstances: **(a)** the location is decreed by a water court; **(b)** the well will be inside the Denver Basin or other location where a site-specific well depth restriction will apply; **(c)** your application is for a permit to use an existing well. When a spot location is required, you must provide the county, $\frac{1}{4}$ of the $\frac{1}{4}$ section designation (example: NE $\frac{1}{4}$ of the SE $\frac{1}{4}$), section #, township, range, principal meridian, and either distances from section lines or a GPS location (UTM coordinates). If providing a GPS location, the required GPS unit settings must be as indicated on this form. Colorado contains two UTM zones (12 & 13). Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108th Meridian (longitude). West of the 108th Meridian is UTM Zone 12 and east of the 108th Meridian is UTM Zone 13. The 108th Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone.

For all other applicants, you must provide the following minimum information: **(a)** the county, section #, township, range and principal meridian; and, **(b)** the subdivision lot, block & filing/unit designations as applicable if in a subdivision. You **do**

not need to provide distances from section lines or a GPS location (UTM coordinates).

Provide the property address of the well location if one exists. If it is the same as the mailing address, check the box next to the well location address.

5. **A current deed for the subject parcel must be attached.** If the subject parcel is 35 or more acres, a complete metes and bounds type legal description or surveyor's plat map that references a section point is required to enable us to plot the parcel in our mapping system. If the parcel is less than 35 acres and not in a subdivision, a deed with metes and bounds legal description, **recorded prior to June 1, 1972** is required. Complete Items 5A through 5E (5E is optional). If you answered NO to Item 5C please indicate who the landowner is. If you are under a contract to purchase the subject property, please state this as well. If the parcel is inside the Denver Basin, the application must be in the name of and signed by, or their name entered by, the current landowner. **If filing online please see online filing instructions for how to submit deed and or legal description attachments.**
6. See above comments under USES to determine those uses for which you may qualify, and then check the applicable box or boxes.
7. The **maximum pumping rate** is limited to 15 gpm for most residential type well permits. The **annual amount of water to be withdrawn** is a volume measured in acre-feet. One acre-foot equals 325,851 gallons. For ordinary household use inside one single-family dwelling and no outside use, the annual amount will be about 1/3 acre-foot. For ordinary household use in three single-family dwellings, one acre of home garden/lawn irrigation, and watering of domestic animals, the annual amount will be about 3 acre-feet. For 100 head of livestock, the annual amount will be about 1.35 acre-feet. Please indicate the estimated **depth** of the proposed well. The proposed **aquifer** for the well must be indicated if the well is to be located within the Denver Basin (the approximate area of the Denver Basin extends south from Greeley to an area east of Colorado Springs and from Golden east to Limon), the San Luis Valley, the Southern High Plains basin in Baca or Prowers Counties, or in areas where it is believed the well will penetrate a confining layer. Aquifer information should be provided if known, for well locations outside of these areas.
8. The issuance of well permits may depend on the availability of another source of water, pursuant to CRS 37-92-602(6), such as water from a municipality or water district. (Statutes can be accessed through the CDWR web site.)
9. Check the applicable box, and complete or attach any additional information as requested in this item.
10. Wells must be constructed by a Colorado licensed well driller, or under the "private driller" provision as defined in CRS 37-91-102(12). A listing of licensed well drillers/pump installers is available at <http://water.state.co.us/groundwater/BOE/Pages/LicensedContractors.aspx>
11. The individual signing the application or entering their name (and title if applicable) must be the applicant or an officer of the corporation/company/agency identified as the applicant or their attorney. An authorized agent may also sign or enter their name on the application if a letter signed by the applicant or their attorney is submitted with the application authorizing that agent to sign or enter their name on the applicant's behalf. Payment must be received via phone if filing online at 303.866.3581 (Records Office) prior to processing the application.

IF YOU HAVE ANY QUESTIONS please call the Colo. Division of Water Resources (303-866-3581), or the nearest Division Field Office in Greeley (970-352-8712), Pueblo (719-542-3368), Alamosa (719-589-6683), Montrose (970-249-6622), Glenwood Springs (970-945-5665), Steamboat Springs (970-879-0272), or Durango (970-247-1845), or refer to the CDWR web site at <http://www.water.state.co.us> for general information, additional forms, and access to state rules or statutes.

DIVISION OF WATER RESOURCES FEE SCHEDULE

(Non-Refundable and Subject to Statutory Change)

Effective 7/1/15



Well Permit Application Filing Fees all Areas of the State:

| | |
|--|----------|
| Application for a new well permit, including a permit for the use of an existing well | \$100.00 |
| Change in use/aquifer, alternate point of diversion or change in point of diversion | \$100.00 |
| Correction of Well Location GWS-42: | |
| Exempt wells permitted after May 8, 1972 | \$60.00 |
| Non-exempt wells permitted after May 17, 1965 | \$100.00 |
| Late recording | \$100.00 |
| Late recording and replacement applications <u>submitted simultaneously</u> | \$100.00 |
| Monitoring and observation wells (permanent) | \$100.00 |
| Replacement of one year non-exempt permits (-F & -R Permits) | \$100.00 |
| Replacement of permitted exempt domestic, stock water and household (two-year permits) | \$60.00 |
| Geothermal and GeoExchange well permit: refer to fee table in Rule 6 of Geothermal Rules | |

Extension of Permit Expiration Date:

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|--|---------|
| Exempt (two-year permits) Sections 37-92-602 and 37-90-105, one year at a time | No fee |
| Non-exempt outside Designated Basins, Sections 37-90-137(2), and inside Denver Basin, 37-90-137(4), one additional year only | \$60.00 |
| High capacity permits inside Designated Basins, one year only | \$60.00 |

Change of Well Ownership or Address (to be submitted by the new well owner)

No fee

Late Filing of Evidence of Well Construction and/or Pump Installation, for Sections 37-90-137(2) and 37-90-137(4) type wells

\$30.00

High Capacity Well Permits Inside Designated Ground Water Basins, Section 37-90-107:

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|---|---------|
| Late evidence of timely well construction | \$30.00 |
| Late statement of beneficial use | \$30.00 |
| Objection to application to use of ground water | \$10.00 |
| Determination of Water Rights (Denver Basin), fee per aquifer | \$60.00 |

Substitute Supply Plans/Replacement Plans:

| | |
|---|---------------|
| General, Section 37-92-308 - New/Renewal | \$300/\$300 |
| Gravel Pit, Section 37-90-137(11) - New/Renewal | \$1,593/\$257 |
| Within Designated Basins, Section 37-90-107.5 | \$100.00 |

Miscellaneous Water Administration Fees

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|---|-------------|
| Administer Temporary Instream flows, Section 37-83-105(2)(b)(I) | \$100.00 |
| Interruptible Water Supply Agreements, (IWSA) Sections 37-92-309(5), 37-80-111.5 | \$3,018.00 |
| Rotational Crop Management, New Plan (1 st Year), Section 37-92-305(17)(a)&(b) | \$1,734.00 |
| Rotational Crop Management, Renewal Prior to Decree, Section 37-92-305(17)(a)&(b) | \$617.00 |
| Rotational Crop Management, Annual Fee After Decree, Section 37-92-305(17)(a)&(b) | \$300.00 |
| Well Tester Class Registration Fee - First Time/Renewal Every Two Years | \$250/\$100 |

Ground Water Well and Pump Contractor Licensing, Section 37-91-107:

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|--|------------|
| Application fee-required upon filing application: | |
| Colorado resident/Non-resident | \$20/\$50 |
| Reapplication fee-after 45 days from examination failure: | |
| Colorado resident/Non-resident | \$20/\$50 |
| Initial license fee upon passing examinations: | |
| Colorado resident/Non-resident | \$50/\$400 |
| License renewal resident and non-resident per license type | \$50.00 |
| License reinstatement | \$100.00 |
| Drilling and pump rig registration per rig | \$10.00 |
| Listings of licensed contractors (each sort) | \$8.00* |

Livestock Water Tank or Erosion Control Dam Application

\$15.00

Copy of Document Per Single Copy

\$ 0.50

Fax copy of record, payable in advance (per page): Local/Long Distance

\$1.00/\$1.50*

Rules and Regulations

\$3.00-\$5.00*

* Prices are subject to change without notice