

Contract No. \_\_\_\_\_  
Acre-feet: \_\_\_\_\_

UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT

**THIRD-PARTY AGREEMENT  
FOR PURCHASE OF ASPINALL UNIT STORAGE WATER  
FOR LONG-TERM WATER SERVICE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 between the Upper Gunnison River Water Conservancy District, a water conservancy district organized pursuant to the Water Conservancy Act (§§ 37-45-101, *et seq.*, C.R.S. (2006))(District) and the buyer identified below (Buyer).

Buyer's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail address \_\_\_\_\_

**RECITALS**

A. The District is authorized by the Water Conservancy Act to enter into contracts with the United States for use of water (§ 37-45-106(e), C.R.S. (2006)), to acquire water for use within the boundaries of the District (§ 37-45-106(j), C.R.S. (2006)), and to enter into cooperative agreements with water conservation districts for the lease or exchange of water produced in the exercise of the District's water rights outside of District boundaries (§ 37-83-106 C.R.S. (2006)).

B. The District has entered into a Long-Term Water Service Contract with the United States of America (the United States), acting through the Secretary of the Interior, pursuant to The Reclamation Act of 1902 (Act of June 17, 1902, 32 Stat. 388) and all acts amendatory and supplementary thereto, and particularly pursuant to the Colorado River Storage Project Act approved April 11, 1956 (70 Stat. 105), for 500 acre-feet of water stored in Blue Mesa Reservoir, a part of the Aspinall Unit of the Colorado River Storage Project (District Contract). A copy of the District Contract is attached to this Agreement as EXHIBIT A and its terms are incorporated into this Agreement by this reference.

C. The District Contract authorizes the District to resell up to 500 acre-feet of municipal and industrial water subject to the terms and conditions of the District Contract.

D. The District is providing the water described in this Agreement for use as replacement

water to the Gunnison River to permit out-of-priority depletions by the water right specifically identified in paragraph 2 below which would otherwise be curtailed by a call on the Gunnison River by senior water rights diverting water downstream from the Aspinall Unit. The water is provided by the District pursuant to the terms and conditions of a Substitute Water Supply Plan authorized by § 37-92-308(4) C.R.S. (2006) as approved by the State Engineer or the Plan for Augmentation decreed in Case No. 03CW49, Water Division 4, as applicable.

### 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 District, subject to the approvals required by paragraph 14, and shall expire December 31, 2043. This Agreement is subject to and limited by the terms of the District Contract.

2. The water right to be protected by release of water pursuant to this Agreement are decreed to *(name of structure)* \_\_\_\_\_, described in detail on the Application attached to this Agreement as EXHIBIT B.

3. The amount of water purchased by Buyer under this Agreement is \_\_\_\_\_ acre-feet. *(This amount must be at least one-half acre-foot and not more than 25 acre-feet.)*

4. For the water purchased under this Agreement, Buyer agrees to pay the Colorado River Storage Project Municipal and Industrial water rate (M&I water rate), as calculated annually by the Bureau of Reclamation according to the terms of the District Contract, payable as follows:

4.1 Upon signing this Agreement, the Buyer shall pay to the District:

4.1.1 **\$50.00** to reimburse the District for costs of administration of this Agreement and the District Contract; plus

4.1.2 **\$ 70.22** per acre-foot for each acre-foot of water purchased by Buyer, as set forth in paragraph 3; plus

4.1.3 **\$2.00** per acre-foot for operation and maintenance surcharge for each acre-foot of water purchased by Buyer, as set forth in paragraph 3.

Total amount paid by Buyer upon signing this Agreement: \$ \_\_\_\_\_ (4.1.1 + 4.1.2 x acre-feet purchased + 4.1.3 x acre-feet purchased)

*Example: Buyer is purchasing two acre-feet in 2026.  
Total amount paid is \$194.44 (\$50.00 plus \$70.22 x 2, plus \$2.00 x 2).*

*Example: Buyer is purchasing one acre-foot in 2026.  
Total amount paid is \$122.22 (\$50.00 plus \$70.22 x 1, plus \$2.00 x 1).*

4.1.4 The amount in the example reflects the M&I water rate for 2026. The M&I water rate will be adjusted annually, as provided in paragraph 4 of the District Contract.

4.2 Commencing in the calendar year following the year in which this Agreement is signed, Buyer shall pay to the District annually the M&I water rate plus the operations and maintenance surcharge calculated for such year by the Bureau of Reclamation for each acre-foot of water purchased.

4.3 On or before the last day of February of each year during the term of this Agreement, the District shall mail an invoice to Buyer's last known address, as reflected in the District's records, which shall include the following:

4.3.1 A calculation of the payment rate for M&I water for the current year, plus the operations and maintenance surcharge, as provided to the District by the Bureau of Reclamation pursuant to the District Contract;

4.3.2 The amount, if any, of the District's annual cost reimbursement;

4.3.3 The total amount due from Buyer to the District for the current year;

4.3.4 A form to be completed by Buyer, itemizing monthly well diversions under water rights described in paragraph 2, as reflected by Buyer's flowmeter.

4.4 On or before March 31st, Buyer shall return the completed diversion record provided by the District pursuant to paragraph 4.3.4, together with payment of the total amount due as described in the invoice.

4.5 The District shall pay all sums collected from Buyer to the United States, pursuant to the District Contract; provided, however, that the cost reimbursements described in paragraphs 4.1.1 and 4.3.2 will be retained by the District.

5. By signing this Agreement, Buyer acknowledges, represents and warrants to the District:

5.1 That the information provided by Buyer to the District on the Application attached to this Agreement as EXHIBIT B is correct to the best of Buyer's knowledge;

5.2 That Buyer has read and understands the District Contract attached to this Agreement and agrees to be bound by its terms, as applicable;

5.3 That the Substitute Water Supply Plan and the Plan for Augmentation described in Recital D above require that all wells must have totalizing flow meters installed and maintained in good working order;

***If Buyer's well is not metered on the date of this Agreement, Buyer acknowledges that the Division Engineer will require Buyer to install and maintain a totalizing flow meter in order to qualify for protection of the water right described in paragraph 2 by the Substitute Water Supply Plan or the Plan for Augmentation described in Recital D.***

5.4 That water purchased under this Agreement will be released from Blue Mesa Reservoir and delivered to the Gunnison River at the outlet works of Crystal Dam 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 Gunnison River to permit out-of-priority depletions by the water right specifically identified in paragraph 2 which would otherwise be curtailed by a valid call on the Gunnison River by senior water rights diverting water downstream from the Aspinall Unit;

5.5 That water purchased under this Agreement will not protect Buyer from curtailment as a result of a call placed by any water right upstream of the Aspinall Unit and senior to Buyer's water right;

5.6 That the amount of water purchased by Buyer under this Agreement has been determined solely by Buyer, and that the District makes no representation that the amount purchased by Buyer is sufficient to protect Buyer's water rights from curtailment as a result of a call placed by senior water rights diverting water downstream from the Aspinall Unit;

5.7 That the amount to be paid annually by Buyer under this Agreement is due and payable in full, whether or not the water purchased is actually released from Blue Mesa Reservoir;

5.8 That Buyer shall have no holdover of water storage in Blue Mesa Reservoir from year to year; therefore, any water purchased under this Agreement which is not released by December 31 in each year shall become integrated with the water supply for all purposes of the Blue Mesa Reservoir and be available for all purposes at that time.

5.9 That in the event water available to the District under the District Contract is curtailed pursuant to the provisions of the District Contract, no liability shall attach to the District for such curtailment, even if said curtailment results in a reduction of the amount of water released under this Agreement;

5.10 That, except as expressly contained in this Agreement, no representation by or on behalf of the District has been made to Buyer as to the amount of water purchased by Buyer under this Agreement, the effectiveness of such purchase in protecting any water right from curtailment or the availability of water to the District under the District Contract.

6. Buyer agrees to maintain permanent records of all well diversions under water rights described in paragraph 2, as reflected by Buyer's flow meter, recorded by Buyer at least monthly, and to submit a copy of such records to the District annually with the payment described in paragraph 4.4.

7. The payment by Buyer of the amounts described in paragraph 4 is a condition precedent to receiving benefits under this Agreement. In the event that Buyer's tendered payment is dishonored, the District shall not make water available for Buyer until Buyer provides payment of the amount due, plus interest at the rate of ten percent (10%) per annum from the date of tender and a late charge equal to five percent (5%) of the payment, in Good Funds (cash, electronic transfer funds, certified check or cashier's check).

8. This Agreement may not be assigned, or the water purchased hereunder transferred, by Buyer without the written consent of the District and approval by the United States. Upon any transfer of the water right identified in paragraph 2, Buyer shall notify the District 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. The District may, in its discretion, assess an administration fee to record the transfer as a condition of approving the transfer. Any transfer of the water purchased under this Agreement without the consent and approval required by this paragraph shall be void.

9. The District may terminate this Agreement in the event of failure by the Buyer to perform Buyer's obligation to pay the sums due under this Agreement, or in the event of a misrepresentation or breach of warranty by Buyer. In the event of termination by the District for reasons other than non-payment, any sums paid by Buyer shall be non-refundable. The District shall give written notice of termination to Buyer, the United States and the Division Engineer.

10. This Agreement constitutes the entire and only agreement between the District 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 and the United States and approved by the Division Engineer.

11. The use of water purchased under this Agreement shall comply fully with the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 *et seq.*) prior to the approval of this Agreement by the United States.

12. The water purchased under this Agreement shall be appurtenant to the water right identified in paragraph 2, and the terms of this Agreement shall be binding upon Buyer's successors in interest to said water right.

13. 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 District. Any notice to the District shall be in writing and shall be given and be effective upon (1) hand delivery to the District's manager or (2) by mailing such notice by first-class U.S. mail to the District at 210 West Spencer, Suite B, Gunnison, CO 81230, or to such other address as the District may designate by notice to Buyer.

14. This Agreement is subject to approval by the United States. Upon execution by all parties, and subject to timely payment by Buyer, the District will issue an Augmentation Certificate, a copy of which will be recorded in the records of the County in which structure identified in EXHIBIT B is located and a copy of which will be provided to Buyer in a form that can be attached to the structure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Buyer:

Upper Gunnison River  
Water Conservancy District

\_\_\_\_\_

\_\_\_\_\_  
By: Sonja Chavez, General Manager

APPROVED:

United States of America

\_\_\_\_\_  
By: Bart Deming, Area Manager  
Western Colorado Area Office

UPPER GUNNISON RIVER WATER CONSERVANCY DISTRICT

THIRD PARTY AGREEMENT FOR PURCHASE OF ASPINALL UNIT STORAGE WATER FOR 40 YEAR WATER SERVICE

EXHIBIT B APPLICATION

The following information must be provided before Third-Party Agreement can be processed by the District.

- 1. Applicant Information.
1.1 Name:
1.2 Address:
1.3 Telephone Email:
2. Name of Structure or Subdivision:
3. Structure type (well, pond, pump):
3.1 Water Court Case Number of decree
3.2 If pond or pump, water source (stream or ditch)
3.3 Pond Surface area (acres or square feet)
3.4 Well or pump capacity ( in gallons per minute)
3.5 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 Aspinall Unit Storage Water.
3.6 Meter Model, Type and Number
3.7 Initial Well Meter Reading
3.8 Number of dwelling units served by well
3.9 Well distance from live stream
4. Structure Location.
4.1 Drainage basin:
4.2 Township Range Meridian P. M.
Section 1/4 Section 1/4 1/4 Section
4.3 GPS Reading (specify datum), OR
feet from North/South Section Line, feet from East/West Section Line
4.4 Elevation (from USGS map or GPS, in feet)
5. Wastewater disposal system (choose one):
Individual non-evaporative sewage disposal system Central wastewater treatment system
Name of wastewater treatment provider
6. Lawn Size (square feet)
7. Acre Feet Purchased:
8. Amount Paid:
9. 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)

Contract Number

Date Received by UGRWCD

**Annual Consumptive Use Calculation Spreadsheet for UGRWCD Plan**

11/26/2007

Instructions: Enter required information in boxes.

CML/FJK

Applicant:

Elevation:

Area:  enter North or South

**Ordinary Household Purposes**

# Single Family Dwellings (SFD)

x 0.392 acre-feet/SFD

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acre-feet of diversions for ordinary household purposes

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

---

acre-feet of depletions for ordinary household purposes

**Lawn and Garden Irrigation**

square feet of lawn and garden

÷ 43,560 square feet/acre

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

---

acre-feet of lawn and garden consumptive use

÷ 0.80 irrigation efficiency

---

acre-feet of lawn and garden diversions

**Livestock**

# animals

x 11 gallons per day

x 365 days/year

÷ 325,900 gallons/acre-foot

---

acre-feet of livestock consumptive use

**Pond Evaporation**

acres of water surface

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

---

acre-feet of evaporative depletions

**Total Depletions**

acre-feet of depletions for ordinary household purposes

acre-feet of lawn and garden consumptive use

acre-feet of livestock consumptive use

acre-feet of evaporative depletions

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

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acre-feet of total depletions

**Total Diversions**

acre-feet of diversions for ordinary household purposes

acre-feet of lawn and garden diversions

acre-feet of Livestock consumptive use

acre-feet of evaporative depletions

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

---

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		

		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
		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)
		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

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

### Replacement Requirement for Pond Evaporation Rates for Off Channel Lakes

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

**COLORADO DIVISION OF WATER RESOURCES**  
**DEPARTMENT OF NATURAL RESOURCES**  
 1313 SHERMAN ST., RM 818, DENVER, CO 80203  
 phone - info: (303) 866-3587 main: (303) 866-3581  
 fax: (303) 866-3589 http://www.water.state.co.us

Office Use Only

Form GWS-44 (06/2006)

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

**1. Applicant Information**

Name of applicant \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone # \_\_\_\_\_ E-mail (optional) \_\_\_\_\_  
 ( ) \_\_\_\_\_

**2. Type Of Application (check applicable boxes)**

- Construct new well  Use existing well  
 Replace existing well  Change or increase use  
 Change source (aquifer)  Reapplication (expired permit)  
 Other: \_\_\_\_\_

**3. Refer To (if applicable)**

Well permit # \_\_\_\_\_ Water Court case # \_\_\_\_\_

Designated Basin Determination # \_\_\_\_\_ Well name or # \_\_\_\_\_

**4. Location Of Proposed Well**

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  NO **Remember to set Datum to NAD83**  
 Easting: \_\_\_\_\_  
 Northing: \_\_\_\_\_

**5. Parcel On Which Well Will Be Located (PLEASE 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 and bounds description recorded prior to June 1, 1972, and a current deed  
 Mining claim (attach a copy of the deed or survey): Name/# \_\_\_\_\_  
 Square 40 acre parcel as described in Item 4  
 Parcel of 35 or more acres (attach a metes and bounds description or survey)  
 Other (attach metes & bounds description or survey and supporting documents)

B. # of acres in parcel \_\_\_\_\_ C. Are you the owner of this parcel?  
 YES  NO (if no - see instructions)

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 (attach copy of engineering design and report)

**10. Proposed Well Driller License #(optional):**

**11. Signature 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 here (Must be **original** signature) \_\_\_\_\_ Date \_\_\_\_\_

Print name & title \_\_\_\_\_

**Office Use Only**

USGS map name \_\_\_\_\_ DWR map no. \_\_\_\_\_ Surface elev. \_\_\_\_\_

Receipt area only

WE  
 WR  
 CWCB  
 TOPO  
 MYLAR  
 SB5

DIV \_\_\_\_\_ WD \_\_\_\_\_ BA \_\_\_\_\_ MD \_\_\_\_\_

## RESIDENTIAL WELL PERMIT APPLICATION INSTRUCTIONS

Applications must be 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 or computer generation. Reproductions must retain margins and print quality of the original form.

**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 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, and Visa or MasterCard (card number and expiration date must be provided on a separate attachment).

**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 residence (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).

**DO NOT use this form for the registration of an existing unpermitted well (use Form GWS-12).**

### **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.
3. Complete all boxes that apply.
4. The county,  $\frac{1}{4}$  of the  $\frac{1}{4}$  section designation, section #, township, range, principal meridian, and distances from section lines for the proposed well must be provided. (An option to providing distances from section lines and the  $\frac{1}{4}$  of the  $\frac{1}{4}$  section designation is to provide an accurate GPS location in UTM format. The required GPS unit settings must be as indicated on this form.) Colorado contains two (2) UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108<sup>th</sup> Meridian (longitude). West of the 108<sup>th</sup> Meridian is UTM Zone 12 and east of the 108<sup>th</sup> Meridian is UTM Zone 13. The 108<sup>th</sup> 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. 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. **Please attach a current deed for the subject parcel.** 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 must also be attached. Complete Items 5A through 5E (5E is optional). If you answered NO to Item 5C, please state in an attachment 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, the current landowner.
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). (Statutes can be accessed through our 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).
11. An ORIGINAL signature must be on the application. The individual signing the application must be the applicant or an officer of the corporation/company/agency identified as the applicant. An authorized agent may sign the application, if a letter signed by the applicant is submitted with the application authorizing that agent to sign on the applicant's behalf.

**IF YOU HAVE ANY QUESTIONS** regarding any item on the application form, please call the Division of Water Resources Ground Water Information Desk (303-866-3587), or the nearest Division of Water Resources Field Office located 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 our web site at <http://www.water.state.co.us> for general information, additional forms, and access to state rules or statutes.



## **FORM SUBMITTAL, PAYMENT OPTIONS, & FEE SCHEDULE**

**(Fees are non-refundable and subject to change)**

**July 2, 2024**

### **FORM SUBMITTAL**

Current versions of all Division of Water Resources forms can be found on the Division of Water Resources eForms dashboard. Failure to use the current form version may delay the processing of your application. Forms are available in one of two formats; File Online (eForm) or Download (PDF). See details below for each submittal type.

#### **File Online forms**

Forms with the file online option are completed and submitted online within the eForms system. To get started, select the FILE ONLINE button for the appropriate form. Forms will open in a new window and you may need to disable your browser pop-up blocker if applicable. Next, you may be prompted to login or create an account if not already logged in. After logging in, you can start filling out the form following the form specific instructions and prompts. More information about completing a specific form can be found using the HELP button located within each form. After submitting your form you will receive a confirmation email. The status of your submitted form(s) can be found in the “Pending and Completed” section of the eForms dashboard when logged in to your account.

#### **Download forms**

The Division of Water Resources accepts downloadable forms available on our website and most other submittals, such as Substitute Water Supply Plans, by email. All forms and any additional documentation required must be attached to your email in PDF format. Email the application(s) and any required documentation to [DWRpermitsonline@state.co.us](mailto:DWRpermitsonline@state.co.us). Failure to attach required documents may delay the processing of your applications. If the application is for an emergency replacement of an existing well, please review the [Emergency Well Permit Procedures](#) document. Once your application is submitted, every effort will be made by the evaluator to review your application as quickly as possible; however, please be aware that evaluation may take up to 49 days.

The DWR Permits Online email account is monitored during regular business hours and all emails will be responded to. If a response is not received within two business hours, please verify that your submission was sent successfully and check your spam folder before resubmitting or contacting the Records section for assistance.

If the submittal requires payment of a fee, you will receive an email, in addition to the response, with an attached invoice containing a link to submit payment online via eCheck or credit/debit card. If the invoice email is not received within 30 minutes of receiving the initial response email, please check your spam folder before contacting the Denver Office Records section for assistance. Please be aware that forms are not considered received and will not be processed until after any required payment has been received.

**PAYMENT OPTIONS**  
**Effective 3/1/2020**

Payment Type	Payment Method	Processing Fee
Credit Card / Debit Card	Online Payment (or) Payable in person electronically in DWR Denver & Division Office Locations	Transaction Amount + ((Transaction Amount + \$0.75) x 2.25%) + \$0.75 \$100.00 application would be \$103.02
eCheck	Online Payment (or) Payable in person electronically in DWR Denver & Division Office Locations	Transaction Amount + \$1.00 \$100.00 application would be \$101.00
Cash	Payable in person in DWR Denver Office Only	None
Money Order	Payable in person in DWR Denver & Division Office Locations (or) by Mail to the Denver Office	None
Paper Check	No Longer Accepted (as of 2/28/2020, 5pm) - Applications submitted with a check will be returned	Not Applicable

**FEE SCHEDULE**  
**Effective 8/23/2023**

**Well Permitting Fees**

Geothermal and GeoExchange well permits: refer to fee table in Rule 6 of Geothermal Rules

<p><b>Well Permit Application Filing Fees all Areas of the State:</b></p> <ul style="list-style-type: none"> <li>-Application for a new well permit, including a permit for the use of an existing well \$100.00</li> <li>-Change in use/aquifer, alternate point of diversion or change in point of diversion \$100.00</li> <li>-Correction of Well Location GWS-42</li> <li>--Exempt and small capacity No fee</li> <li>--Non-exempt wells permitted on or after May 17, 1965* (See policy 1993-1 for Fee Exceptions) \$100.00</li> <li>-Late Recording \$100.00</li> <li>-Late Recording and replacement applications submitted simultaneously \$100.00</li> <li>-Monitoring and observation wells (permanent) \$100.00</li> <li>-Replacement of one year non-exempt permits (-F &amp; -R Permits) \$100.00</li> <li>-Replacement of permitted exempt domestic, stock water and household (two-year permits) \$60.00</li> </ul>	
<p><b>Extension of Permit Expiration Date:</b></p> <ul style="list-style-type: none"> <li>-Exempt (two-year permits) Sections 37-92-602 and 37-90-105, one year at a time No fee</li> <li>-Non-exempt outside Designated Basins, Sections 37-90-137(2), and inside Denver Basin, 37-90-137(4), one additional year only \$60.00</li> </ul>	

-High capacity permits inside Designated Basins, one year only	\$60.00
<b>Change of Owner Name/Contact Information</b> (to be submitted by the new well owner)	No fee
<b>Late Filing of Evidence of Well Construction and/or Pump Installation</b> , for Sections 37-90-137(2) and 37-90-137(4) type wells	\$30.00
<b>High Capacity Well Permits Inside Designated Groundwater Basins, Section 37-90-107:</b>	
-Late evidence of timely well construction	\$30.00
-Late statement of beneficial use	\$30.00
-Objection to application to use of groundwater	\$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	\$300.00/\$300.00
-Gravel Pit Section 37-90-137(11) - New/Renewal	\$1,593.00/\$257.00
-Within Designated Basins, Section 37-90-107.5	\$100.00

#### **Miscellaneous Water Administration Fees:**

-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	\$4,075.00
-Rotational Crop Management, New Plan (1st 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	\$75.00

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

-Application fee required upon filing application Colorado resident/Non-resident	\$20.00/\$50.00
-Reapplication fee after 45 days from examination failure Colorado resident/Non-resident	\$20.00/\$50.00
<b>Initial License fee upon passing examinations</b>	
-Colorado resident/Non-resident	\$50.00/\$400.00
-License renewal resident and non-resident per license type	\$50.00
-License Reinstatement	\$100.00
-Drilling and Pump Rig Registration per Rig	\$10.00

#### **Other:**

Livestock Water Tank or Erosion Control Dam Application	\$15.00
-Copy of Document Per Single Copy	\$0.25
-Rules and Regulations (booklets available for a charge, or Free Online)	\$3.00-\$10.00

**All fees are non-refundable and are subject to change.**