

Upper Arkansas Water Conservancy District

PO Box 1090 Salida, CO 81201

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**APPLICATION FOR
ANNUALLY CURTAILABLE AUGMENTATION OF NEW PONDS
(ON TRIBUTARIES WITH WATER AVAILABILITY LIMITED BY A TRIBUTARY CALL)
TRIBUTARIES DETERMINED BY UAWAE**

Date: _____

Augmentation # _____
(To Be Completed By Office)

First Name: _____ Last Name: _____

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Month & Year in which water augmentation is requested: _____

Structure:

Choose One: On-stream reservoir/pond Off-stream reservoir/pond

(For on-stream ponds the increase in exposed surface area created by the impoundment/dam must be able to be eliminated upon curtailment of augmentation)

Source of Water Supply if Off-Stream:

Choose One: Well Surface diversion

(Diversion must be curtailable (pond-wells are not allowed). If a surface diversion the point of diversion must be decreed.) * If you checked Surface Diversion you must also provide an Engineering Report.

Structure Location and Permit:

Physical Address: _____

City: _____ State: _____ Zip: _____

Legal Description: _____ ¼ of the, _____ ¼, Section _____ Township _____ N or S

Range _____ E or W Meridian NMPM or 6th

Acres in Tract: _____

Distance from Section lines: _____ ft from the N or S and _____ ft from the E or W

OR

GPS Location (Must be in UTM format. Datum must be NAD83)

Easting: _____ Northing: _____

Lot # _____ Tract # _____ Block # _____ Filing # _____

Subdivision: _____

Permit Number (if it is an existing well): _____ Case Number if adjudicated water right: _____

1. Applicant will be required to purchase the initial and any subsequent fills of the impoundment.
2. Off-Stream ponds fed by an open canal: Include in the total exposed surface area the exposed area of the canal.
3. On-Stream ponds require a low-level outlet to fully drain the pond and shall be equipped with a staff gage and an "Agri-Drain" type water level control structure to adjust water elevations.
4. UAWAE will determine if an engineering analysis by a qualified registered water resource engineer is needed to calculate augmentation demand based upon the size and complexity of the proposed impoundment.

Amount of augmentation water applied for: _____

Use: Type of water for which augmentation is requested. Check all that apply.

Complete this section only for on-stream ponds, off-stream ponds, or surface diversions.

On-stream pond (identify surface area in square-feet) _____ Capacity (acre-feet): _____

Off-stream pond (identify surface area in square-feet) _____ Capacity (acre-feet): _____

Surface diversion (please fill out information below)

Name of point of diversion: _____

Location of diversion: _____

Choose One: Decreed Un-decreed Case Number, if Decreed: _____

Off-stream pond filled by surface diversion and Open Canal:

Length and Width of the feeder Canal/Ditch: _____

Right:

* Has applicant applied to Water Court or State Engineer's office for supplemental supply plan or other plan using or identifying the water structure to be augmented? Yes No

* Does the applicant have or has the applicant applied for trans-basin water associated with the structure to be augmented? Yes No

The above named Applicant hereby agrees to the following terms and conditions and verifies the accuracy of the information contained herein above:

1. Applicant shall pay to Upper Arkansas Water Activity Enterprise "UAWAE" the Augmentation Water Fee of \$1,650.00 per acre foot per year. Such fee is due and shall be paid on or before **March 15th of each year**. UAWAE has the right and authority to increase or decrease such fee upon ninety (90) days prior written notice to Applicant at Applicant's address herein, **or such other address as Applicant may advise UAWAE in writing.** *Applicant understands that augmentation under this plan may not be available each year nor for a full calendar year. Curtailment is subject to stream conditions on the impacted tributary that may reduce water availability due to a tributary call. When augmentation is curtailed as determined by UAWAE, Applicant will be notified to cease diversion and use of water and the associated evaporation for on-stream ponds by reducing the increased surface area, caused by the impoundment, to the natural stream level.*

2. Measurement; Reporting; Excess Diversion Fee. The Applicant shall install and maintain a totalizing flow meter (or such other measuring device as may be approved by UAWAE and the Division Engineer) to measure the quantity of water diverted by Applicant's water structure, and any other measurement device as may be required pursuant to the applicable judgments and decrees. Written certification of the accuracy of the measuring device shall be provided upon installation and at such other reasonable interval as UAWCD may require. A written report, in a form acceptable to UAWAE, confirming the quantity of water diverted shall be furnished to the UAWAE upon demand and not less frequently than annually at UAWAE office, 339 E. Hwy 50, Salida, Colorado. If Applicant exceeds the annual allowable quantity of water for uses described herein UAWAE shall assess an "Over-Pumping Fee" at the rate of \$0.005 per gallon of excess or a minimum of \$50.00. Upon the occurrence of subsequent over use the over pumping fee will apply and additional units of augmentation must be purchased to prevent further over use. At the discretion of UAWAE, the rate of such fee may change without notice to the Applicant. Additionally, the right of the Applicant to use water pursuant to this agreement shall be subject to permanent forfeiture for over pumping their allocation based upon the amount of augmentation purchased for the uses described herein, for applying water to uses other than those approved herein, or for not complying with a curtailment notice.

A. Shared Structures. A separate measuring device and separate meter reporting is required for each owner of a shared augmented structure (any structure that serves uses on separate parcels that are not under common ownership) subject to all the terms provided herein. Failure to comply with any of the provisions of this agreement by any one of the users of the augmented shared structure shall subject the entire structure to permanent forfeiture of augmentation as provided herein.

3. **Breach; Remedies.** UAWAE may withhold the delivery of water for Applicant for any breach of this agreement by Applicant, including but not limited to any delinquency in payment of any fees, charges, and

assessments, failure to provide and confirm meter readings, or for exceeding the annual allowable quantity of water for uses described herein. The right of the Applicant to use water pursuant to this agreement shall be subject to permanent forfeiture for failure to pay fees, charges, installments, or assessments that from time to time may become due or upon default or failure to comply with this agreement. UAWCD's Board may declare such forfeiture to UAWAE and may resell, lease, or otherwise dispose of the water or right to use water upon which forfeiture has been declared, after making demand for the amount due either in person or by written or printed notice duly mailed to the last known address of Applicant at least thirty days prior to the time the forfeiture is to take effect. Notice will be given to the County, the State Engineer, and the Division of Water Resources, that such right to use water pursuant to this agreement has been forfeited and/or that the delivery of water has been withheld. All remedies herein or elsewhere provided for the collection of delinquencies shall be cumulative, and the exercise of one or more of such remedies shall not prevent UAWAE from invoking other remedies provided by law.

5. Transfer. Applicant, upon transfer of ownership of the structure to which the augmentation units apply, shall pay all fees and charges owed to UAWAE within 60 days of such transfer, **and notify UAWAE in writing of the ownership transfer**. Upon payment of said fees and charges, Applicant may assign the right to use the augmentation water only to a successive owner of the structure. Applicant must notify UAWAE of any such assignment and provide UAWAE with a copy of an assignment and assumption of rights and obligations within 60 days of such assignment. If full assignment and assumption of Applicant's rights and obligations related to the use of such water is not made upon the transfer of ownership of the augmented structure, UAWCD shall have the right to terminate this agreement without further notice, in which case all rights and obligations of all parties related to the provision of such augmentation water shall immediately terminate.

6. Approval of Application by UAWAE Required. UAWAE shall provide the augmentation water so applied for only upon approval of this application by UAWAE.

7. Approval by State Engineer Required. Provision of the augmentation water and inclusion in UAWAE's augmentation plan(s) is subject to application and approval procedures described in UAWAE's augmentation decrees and the terms and conditions of applicable judgments and decrees and laws including approval of the Office of the Colorado State Engineer.

8. Non-Refundable Fees. All application, storage and maintenance charges are non-refundable. Upon approval by the Office of the Colorado State Engineer of any augmented structure(s) for which augmentation application is made herein or one year from the date of this Augmentation Application, whichever occurs first, the augmentation water fee shall no longer be refundable. The augmentation water fee may become non-refundable prior to approval of the State Engineer and inclusion in the UAWAE's augmentation plan. All fees are a full take-or-pay obligation of the Applicant, meaning that the Applicant is responsible for the full amount of the fee regardless of the amount of augmentation required by Applicant in any particular year. If Applicant does not require the full amount of augmentation purchased in any year, Applicant shall not be entitled to any refund or credit, and shall not be entitled to carryover unused augmentation water to any ensuing year.

9. Delivery Location. The location of delivery of the augmentation water shall be pursuant to applicable judgments and decrees.

10. Force Majeure. UAWAE shall not be responsible for failure to deliver or provide the augmentation water due to conditions beyond UAWAE's control, including natural conditions resulting in physical or legal unavailability.

11. No Warranty. UAWAE does not warrant the quality of the augmentation water for any type of human, animal, or plant consumption.

12. Right to Return Flows. UAWAE retains the sole right to any successive use of augmentation water and to any return flows from any augmented diversion.

13. This agreement is for one year. Annually this agreement will automatically renew subject to the availability of replacement water as determined by the District Board of Directors. If water is not available the applicant will be notified by UAWAE and the applicant must curtail all diversions. By application and approval of this application by UAWAE, nothing herein binds UAWAE to augmentation beyond the annual period for which augmentation is provided.

These provisions shall be binding upon the heirs, legal representatives and assigns of the Applicant.

Applicant: _____

Date: _____

Applicant: _____

Date: _____