

UPPER ARKANSAS WATER ACTIVITY ENTERPRISE

P.O. Box 1090

Salida, Colorado 81201

Phone #(719) 539-5425, Fax # (719) 539-7579

ANNUAL AUGMENTATION APPLICATION

Date _____

Number _____
(for district use)

Name _____

Address _____

City _____ State _____ Zip _____

Phone No. _____

Month & Year in which water augmentation is requested: _____

Amount of augmentation water applied for: _____

Type of Structure to be Augmented _____ (Well or Pond/Lake)

If a Well is it: Existing: _____ or Proposed: _____

OPEN SURFACE STRUCTURES (If Applicable)

(PONDS OR LAKES)

Indicate Surface Acreage or Square Footage: _____

Indicate Total Capacity (full) in Acre Feet: _____

LOCATION OF WATER STRUCTURE TO BE AUGMENTED

Physical Address: _____

Legal Description:

_____ 1/4 of the _____ 1/4, Section _____, Township _____ (N or S), Range _____ (E or W)
Meridian (NMPM or 6th)

Distances 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 _____

Number of Acres in Tract _____

Lot# _____, Tract # _____, Block # _____, Filing # _____, Subdivision _____

Permit No. if existing well _____

(COMPLETE ALL PAGES, SIGN AND INITIAL)

INITIAL (_____)

Proposed use of water:

- _____ Domestic (single family home, duplex, mobile home)
- _____ Subdivision: Number of Units: _____
- _____ Commercial (office, warehouse, restaurant, bar, retail store, trailer court, condominium)
- _____ Livestock Watering – Number of Animals: _____
- _____ Pond Evaporation
- _____ Irrigation (Lawns, Gardens, Agricultural Lands)

Right: Has applicant applied to Water Court or State Engineer’s office for supplemental supply plan or other type of right for use of this water? _____
 Does applicant have or has applicant applied for trans-basin water? _____

Wastewater treatment system:

- _____ Public _____ Private
- _____ Central wastewater treatment system (not Septic/Leach)
- Location of Treatment System: _____ Onsite _____ Offsite
- Name of System: _____
- _____ Septic tank/leach field
- _____ Vault
- _____ Other: Describe: _____

Name of Stream to which wastewater returns: _____

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

1. The Applicant shall **install and maintain a totalizing flow meter** to measure the quantity of water flowing from Applicant's water structure (well) or to measure water flowing into Applicant's water structure (pond) and any other measurement device as may be required by the State pursuant to the applicable judgments and decrees. A written confirmation of such water flow shall be furnished to the Upper Arkansas Water Activity Enterprise (UAWAE) upon demand and not less frequently than annually at UAWAE office, 339 E. Hwy 50, Salida, Colorado.

2. Applicant shall pay to UAWAE at its office in Salida, Colorado, annually, an amount of \$165.00 per unit as the fee. 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 annual fee upon ninety (90) days prior written notice to Applicant at

(COMPLETE ALL PAGES, SIGN AND INITIAL)

INITIAL (_____)

Applicant's address herein, or such other address as Applicant may advise UAWAE in writing. UAWAE may withhold the delivery of water for Applicant for any defaults or delinquencies of payment. The right of the Applicant to use water pursuant to this agreement shall be subject to permanent forfeiture for failure to pay fees, 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.

3. Applicant, upon transfer of the real property to which the water right is beneficially applied, 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 real property and water structure described above. 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 such real property and water structure, all rights and obligations of all parties related to the provision of such augmentation water shall immediately terminate without further notice.

4. UAWAE shall provide the augmentation water so applied for only upon approval of this application by UAWAE.

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

6. 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. 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 unavailability.

7. UAWAE does not warrant the quality of the augmentation water for any type of human, animal, or plant consumption.

8. UAWAE retains the sole right to any successive use of such water and to any return flows from such water.

9. This annual agreement is for one year. By application and approval of this application by UAWAE, nothing herein binds UAWAE to augmentation beyond the annual period for which augmentation is provided. For augmentation beyond this period new application must be made to UAWAE.

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

Applicant_____

Date_____

Applicant_____

Date_____

(COMPLETE ALL PAGES, SIGN AND INITIAL)

INITIAL (____)