



PHONE: 719-539-5425 ♦ FAX: 719-539-7579 ♦ P.O. BOX 1090 ♦ 339 East Hwy 50 ♦ SALIDA, COLORADO 81201

**NOTICE OF TRANSFER AND RECEIPT
of
Upper Arkansas Water Activity Enterprise Augmentation Certificate**

The undersigned hereby transfers Upper Arkansas Water Activity Enterprise
Water Augmentation Certificate No. _____

To: _____

Address: _____

Signed the _____ day of _____ 20__

To effectuate transfer, "Receipt and Agreement" must be signed and returned to
The Upper Arkansas Water Activity Enterprise, P.O. Box 1090, Salida, CO 81201, with a
\$25.00 Transfer Fee and a copy of the Warranty Deed.

RECEIPT AND AGREEMENT

The undersigned Transferee hereby acknowledges receipt of Certificate Number _____ and agrees to the terms and conditions of the Certificate, including but not limited to the following terms and conditions:

1. The Transferee shall install and maintain a totalizing flow meter to measure the quantity of water flowing from Transferee's water structure (well) or to measure water flowing into Transferee'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. If Applicant exceeds the annual allowable quantity of water for uses described herein UAWAE shall assess an "Over-Pumping Fee" at the rate of \$0.05 per gallon of excess. At the discretion of UAWAE, the rate of such fee may change without notice to the Applicant.
2. Transferee shall pay to UAWAE at its office in Salida, Colorado, annually, an amount of \$165.00 per augmentation unit as the annual storage and maintenance 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 storage and maintenance fee upon ninety (90) days prior written notice to Transferee at Transferee's address herein, or such other address as Transferee may advise UAWAE in writing.
3. UAWAE may withhold the delivery of water for Transferee for any defaults or delinquencies of payment of any fees, charges, and assessments. The right of the Transferee 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 Transferee 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.
4. Transferee, upon transfer of the real property 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, Transferee may assign the right to use the augmentation water only to a successive owner of real property and water structure described above. Transferee 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 Transferee'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.
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 or legal unavailability.
7. Upon approval by the Office of the Colorado State Engineer of any augmented structure(s) for which augmentation application was made or one year from the date of the original Augmentation Application, whichever occurs first, the augmentation water fee shall no longer be refundable. All application, storage and maintenance charges are non-refundable. The augmentation water fee may become non-refundable prior to approval of the State Engineer and inclusion in the UAWAE's augmentation plan.
8. UAWAE does not warrant the quality of the augmentation water for any type of human, animal, or plant consumption.
9. UAWAE retains the sole right to any successive use of such water and to any return flows from such water.
10. UAWAE shall provide the augmentation water so applied for, only upon approval of this application by UAWAE and only upon compliance by the Transferee with the terms and conditions stated hereinabove.

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

Transferee _____

Date _____

Transferee _____

Date _____