

UPPER ARKANSAS WATER ACTIVITY ENTERPRISE

P.O. Box 1090

Salida, Colorado 81201

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

AUGMENTATION APPLICATION

Date _____

Number _____

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone No. _____

LOCATION OF WATER STRUCTURE TO BE AUGMENTED

Structure:

Type of structure to be augmented: Existing _____ or proposed _____,
well _____, on-stream reservoir/pond _____, off-stream reservoir/pond _____,
or surface diversion _____.

Structure location and Permit:

Physical Address: _____

Legal description: _____ 1/4 of the _____ 1/4, Section _____, Township _____ (N or S),

Range _____ (E or W), _____ Meridian (NMPM or 6th) # of Acres in Tract _____

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 _____

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

Permit No. if it is an existing well _____

Case No. for court adjudication of water right: _____

Use: Type of water use for which augmentation is requested:

In-house domestic uses _____

Lawn/garden irrigation (identify square footage) _____

Domestic livestock watering (how many animals?) _____

RV park (how many hookups) _____

Bath house _____

In-building office use _____

Motel (identify number of motel units, restaurant, etc.) _____

Other (including commercial, industrial, reservoir fill/refill, evaporation) (describe in detail)

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? _____
Does applicant have or has applicant applied for trans-basin water associated with the structure to be augmented? _____

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: If off lot provide legal Description:
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 _____
_____ Vault
_____ Other: Describe: _____

Name of Stream & Stream Segment to which wastewater returns (i.e. South Arkansas River above Salida): _____

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

1. Applicant shall pay to UAWAE the Augmentation Water Fee of \$3,850.00 per augmentation unit (each unit equals 0.1 acre-feet per year).
2. 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. 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.
3. Applicant 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 Applicant at Applicant's address herein, or such other address as Applicant may advise UAWAE in writing.
4. UAWAE may withhold the delivery of water for Applicant for any defaults or delinquencies of payment of any fees, charges, and assessments. 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. Applicant, 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, Applicant may assign the right to use the augmentation water only to a successive owner of 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.

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

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

8. 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.

9. 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. 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.

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

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

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

Applicant _____

Date _____

Applicant _____

Date _____