

AGREEMENT FOR CONTRACT (“CONTRACT”) FOR WATER FROM THE ST. VRAIN AND LEFT HAND WATER CONSERVANCY DISTRICT’S AUGMENTATION PROGRAM

1. Pursuant to District’s Application Rules and Guidance (“**Application Rules**”) for its Augmentation Program (“**Program**”), Applicant has submitted a complete Application for the purpose of entering into an annually renewable contract for augmentation water to be delivered by District under the Program.
2. Applicant has reviewed District’s Membership Rules and Guidance for the Program (“**Membership Rules**”) and agrees to perform all Member obligations described therein.
3. District has reviewed and approved the Application.
4. The Division Engineer for Water Division No. 1 has reviewed and approved the Application.
5. Applicant enters into this Contract subject to: (a) terms and conditions, if any, of the Division Engineer’s approval of the Application; (b) the Membership Rules; (c) the Decree entered in District Court, Water Division No. 1, Case No. 02CW334 (“**Decree**”); (d) compliance with all applicable state and federal laws; and (e) the following additional terms and conditions:

Terms and Conditions

6. District agrees to deliver augmentation water to the appropriate location in the St. Vrain River basin to replace depletions caused by out-of-priority diversions of Applicant’s structure.
7. While District believes it has adequate water available to replace depletions to all structures in the Program, Applicant agrees that District cannot and does not guarantee that depletions from Applicant’s structure may not be curtailed by either the Division Engineer or District under certain situations, including those caused by drought, acts of God or termination of the Program for any reason.
8. Applicant agrees that the augmentation water provided under this Contract is dedicated for the exclusive benefit of the Applicant’s structure located on property defined in the Application.
9. Applicant further agrees that the augmentation water provided under this Contract is not transferable to any other structure or any other property without District’s prior written approval. If District learns that an unapproved transfer has occurred, District may terminate this Contract without refunding any portion of paid fees and without affording the violating Member any appeal process.
10. Applicant agrees not to increase or decrease the quantity of water or change the use of water diverted at Applicant’s structure without the District’s approval. The District must be notified of any request prior to September 30 of current year to be effective the following year. If District learns that an unapproved change has occurred, District may terminate this Contract without refunding any portion of paid fees and without affording the violating Member any appeal process.
11. Applicant acknowledges that water uses may result in lagged depletions to the basin and agrees that District may require Applicant to deposit additional funds to cover future replacement obligations.
12. Applicant may renew this Contract annually by timely payment of the annual Renewal Fee as described in the Membership Rules.
13. Applicant shall notify District in writing if it decides not to renew this Contract by the date described in the Membership Rules. .
14. If District decides not to renew this Contract for any reason including but not limited to those reasons identified in ¶7, above, it shall notify Applicant in writing within 120 days.
15. District will notify the State Division of Water Resources of all terminated members.

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16. This Contract shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors and heirs. Applicant may assign this Contract pursuant to the Membership Rules.

17. This Contract represents the entire agreement between the parties and may be amended only by an instrument in writing signed by all of the parties.

18. This Contract supersedes all contracts for the delivery of augmentation water by District under the Program which Applicant and District have previously executed.

19. This Contract is entered into pursuant to Section 37-45-131 of the Colorado Revised Statutes.

20. Applicant acknowledges that District recommends that Applicant review with legal counsel all legal responsibilities and obligations herein before committing to this Contract.

Date

Signature of Applicant

Signature of Applicant

St. Vrain and Left Hand Water Conservancy District

An authorized representative