



WATER-RIGHT DOCKET

Rocky Mountain National Park

Docket No: 76

ALPINE VISITOR CENTER WELL

State Water Rights Documentation

06-14-2011: Findings and Ruling of the Referee and Judgment and Decree of the Water Court

WATER DIVISION I, STATE OF COLORADO District Court, Weld County 901 Ninth Avenue, P.O. Box 2038 Greeley, CO 80631-1113	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA – ROCKY MOUNTAIN NATIONAL PARK	COURT USE ONLY
IN LARIMER COUNTY, COLORADO	Case Number: 2009CW263
FINDINGS AND RULING OF THE REFEREE AND JUDGMENT AND DECREE OF THE WATER COURT	

THIS MATTER has come before the Water Referee on an Application for Approval of Appropriative Rights of Exchange filed by the Applicant, United States of America, and the Referee, having reviewed the Application and the other pleadings in this case, having considered the comments of the Division Engineer, and now being fully advised with respect to this matter, enters the following Findings and Ruling of the Referee:

I. FINDINGS

1. A properly verified Application was filed in this matter by the United States of America on December 29, 2009. Timely and adequate notice of the Application was given in the manner provided by law. See C.R.S. § 37-92-302.
2. The name and address of the Applicant is:

United States of America,
United States Department of the Interior
National Park Service
Rocky Mountain National Park
Estes Park, CO 80517
Phone: (970) 586-1200
3. Statements of Opposition were filed in this case by: Northern Colorado Water Conservancy District and Thompson Water Users Association.

4. Timely and adequate notice of the filing and contents of the Application herein was given in the manner required by law. The time for filing Statements of Opposition and for seeking leave to intervene has expired. The Court has jurisdiction over the subject matter of this proceeding and over all persons and owners of property affected hereby, irrespective of whether or not those persons and owners of property have appeared. See C.R.S. § 37-92-302.
5. The Division Engineer issued his Summary of Consultation dated March 31, 2010, which was duly served upon all parties on April 7, 2010. The Referee has given the Summary of Consultation due consideration.
6. Neither the land nor the water which is the subject of this Application is located within the boundaries of any designated ground water basin.
7. Name of structures to which water will be exchanged:

Alpine Visitor Center Surface Diversion (decreed in Case No. 10050, Boulder County District Court). This structure is located on the north side of a nameless tributary at the headwaters of Fall River in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 1, T 5 N, R 75 W, 6 PM, and from which point the NE corner of said Section 1 bears north $21^{\circ} 48'$ east 549 feet. (The corner being a scribed stone of GLO survey of 1882).

Alpine Visitor Center Well (permit no. 67506-F). This well is located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, T 6 N, R 75 W, 6 PM. This well is a point of diversion for a portion of the 150 acre-feet of water for future consumptive use decreed to the Rocky Mountain National Park in Case No. W-8439-76 (W-8788-77).

Glacier Basin Campground Well (permit applied for). This well is located in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, T 4 N, R 73 W, 6 PM. This well is a point of diversion for a portion of the 150 acre-feet of water for future consumptive use decreed to the Rocky Mountain National Park in Case No. W-8439-76 (W-8788-77).
8. Previous decrees of water rights to be used by exchange:
 - A. Date entered: October 12, 1955, and supplemented by a decree dated April 16, 1964.
 - B. Case No.: Consolidated Case Nos. 2782, 5016 and 5017.
Court: United States District Court for Colorado.
 - C. Type of water right: Transmountain from the Colorado River.
 - D. Legal description of points of diversion or place of storage: Numerous points of diversion and places of storage in the Colorado River basin.
 - E. Source: Colorado River via Alva Adams Tunnel.

- F. Amount: The various direct flow and storage water rights associated with the Colorado-Big Thompson Project transported through the Alva Adams Tunnel and decreed in Consolidated Civil No. 2782, 5016, and 5017.
- G. Appropriation: August 1, 1935
- H. Decreed use: Irrigation, sanitary, domestic, power, industrial, fisheries, and recreation.

9. The water rights used by exchange are imported transmountain water rights which are part of the Colorado-Big Thompson Project ("C-BT"). These waters are fully consumable in the Platte River Drainage. The United States acquired water rights for the C-BT in a United States District Court action in the nature of a quiet title suit, and the decrees were entered on October 12, 1955, and supplemented by a decree dated April 16, 1964. Those water rights are subject to the 1938 contract between the United States and the Northern Colorado Water Conservancy District.

Article 24 of the 1938 contract between the United States and the Northern Colorado Water Conservancy District ("District") states:

There is hereby understood and agreed that the United States shall have the right to permit the release of a sufficient amount of water made available by the project works, without charge to the National Park Service, not to exceed a total of three second-feet of water at Granby Reservoir pumping plant No. 1 or other points on the project works, said releases to be made to permit the use in Rocky Mountain National Park of a like amount of water for irrigation, culinary, domestic, or related purposes; provided that additional project water shall be released at the same points without charge to permit the use of additional water if needed for culinary, domestic, or related uses in said park; and provided further that the United States through the National Park Service may make, without objection by the District, such additional non-consumptive uses of water as it deems necessary so long as such use does not render the water unavailable to the project, allowing for slight consumptive loss unavoidably incident to such non-consumptive uses.

10. Pursuant to the Memorandum of Understanding and Agreement Among the National Park Service, the Bureau of Reclamation and the Northern Colorado Water Conservancy District dated October 20, 2009, the Second Addendum and Appendix to Agreement Among the Rocky Mountain National Park, Northern Colorado Water Conservancy District and United States Bureau of Reclamation dated October 20, 2009, and the Memorandum of Understanding and Agreement Among the National Park Service, the Bureau of Reclamation and the Northern Colorado Water Conservancy District dated April 28, 2003, the District and Reclamation have agreed to release C-BT Project water for the exchanges described herein, provided said water is charged against and deducted from the 3.0 c.f.s. referenced in Article 24.

11. The water to be used by exchange is pumped from Granby Reservoir pumping plant No. 1 to Shadow Mountain Lake, thence flows by gravity into Grand Lake and is diverted through the Alva B. Adams Tunnel to Water Division No. 1.
12. At the request of the Division Engineer or Water Commissioner, C-BT Project water to be provided for these exchanges will be released by Reclamation from C-BT Project facilities (Lake Estes) to the Big Thompson River, and diverted by exchange on a one-for-one basis by diversion and/or withdrawal from the Alpine Visitor Center Surface Diversion, the Alpine Visitor Center Well, and/or the Glacier Basin Campground Well.
13. The Point of delivery of the C-BT water, also known as the "exchange from point" is located in the NW1/4, S29, T5N, R72W, Sixth (6th) Principal Meridian. The exchange to points are those structures identified in paragraph 7 hereof.
14. The combined maximum rate of exchange of C-BT Project water for all diversions will be limited to 0.184 c.f.s. up to 23.35 acre-feet per year through the following structures in the following amounts:
 - A. Alpine Visitor Center Surface Diversion – Diversions of up to 16.947 acre-feet per year at a maximum rate of 0.100 c.f.s.
 - B. Alpine Visitor Center Well (permit no. 67506-F) - Ground water withdrawals of up to 3 acre-feet per year at a maximum rate of 0.033 c.f.s.
 - C. Glacier Basin Campground Well (permit applied for) - Ground water withdrawals of up to 3.4 acre-feet per year at a maximum rate of 0.051 c.f.s.

Exchange Matrix		Exchange To Points		
Exchange From Point		To Pt. 1: Alpine Visitor Center Surface Diversion	To Pt. 2: Alpine Visitor Center Well	To Pt. 3: Glacier Basin Campground Well
	Fr. Pt.: Lake Estes Outlet	.100 c.f.s.	.033 c.f.s.	.051 c.f.s.

15. The reaches of streams affected by the exchanges described herein are that reach of the Fall River and the Big Thompson River between Lake Estes and the Alpine Visitor Center Diversion and the Alpine Visitor Center Well and that reach of Glacier Creek and the Big Thompson River between Lake Estes and the Glacier Basin Campground Well. The exchange appropriation date shall be October 20, 2009, the date of the Addendum to

the April 28, 2003, agreement among the National Park Service, Reclamation, and the District regarding the use of Article 24 water for these appropriative rights of exchange.

16. The Alpine Visitor Center Well (permit no. 67506-F) is located within 100 feet of the Fall River and the exchange described herein is allowed to operate directly to the well. The Glacier Basin Campground Well (permit applied for) is located more than 100 feet from Glacier Creek and the exchange described herein operates to the uppermost point on Glacier Creek where the depletions to surface water caused by pumping this well occur. No material lagged impacts occur from the use of the Glacier Basin Campground Well.
17. Applicant has initiated these appropriative rights of exchange by the formation of an intent to appropriate, completion of engineering studies, and exchanges of water to permit the continued use of the junior water rights described in paragraph 7 herein.

The exchanges confirmed herein have been operated pursuant to an emergency substitute supply plan, and the appropriative rights of exchange for the Alpine Visitor Center Well (permit no. 67506-F) and the Glacier Basin Campground Well (permit applied for) described herein have been made ABSOLUTE at the maximum rates described herein. The exchange for the Alpine Visitor Center Surface Diversion has been exercised under the Memorandum of Understanding and Agreement Among the National Park Service, the Bureau of Reclamation and the Northern Colorado Water Conservancy District dated April 28, 2003, and has been made ABSOLUTE in the amount of 0.1 c.f.s.
18. Water may be exchanged only to the extent that there is a continuous live stream in the Fall River and the Big Thompson River below the Alpine Visitor Center Surface Diversion and the Alpine Visitor Center Well and/or in Glacier Creek and the Big Thompson River below the Glacier Basin Campground Well.
19. The appropriative rights of exchange described above are capable of administration by state water officials.
20. The exchange described herein may only be operated with the prior approval of the Water Commissioner or Division Engineer and may be subject to transit loss charges if necessary to prevent injury to other water rights.

II. RULING OF THE REFEREE

It is hereby the Ruling of the Referee that the foregoing Findings are incorporated in this Ruling by this reference and are to be considered a part of the decretal portion of this decree as though set forth in full, and that the Application is hereby granted, subject to the terms and conditions set forth in this Ruling.

21. The Applicant is hereby awarded the appropriate rights of exchange for the Alpine Visitor Center Well (permit no. 67506-F), the Glacier Basin Campground Well (permit applied for) and the Alpine Visitor Center Surface Diversion described in paragraphs 11, 12, 13 and 14 above, ABSOLUTE.
22. Applicant will account for its diversion, withdrawal, use, and exchange of water and report this information to the Division Engineer utilizing accounting forms as may be reasonably acceptable to the Division Engineer.
23. The State and Division Engineers shall administer the water rights and appropriate rights of exchange as set forth herein and not curtail diversions and/or withdrawals by any of the water diversion structures and/or wells described herein as long as such diversions and/or withdrawals occur in accordance with this Decree.
24. The appropriate rights of exchange approved herein were filed with the Water Court in the year 2009, and the appropriate rights of exchange shall be administered as having been filed in that year and shall be junior to all priorities awarded based upon applications filed in previous years. As between all rights filed for adjudication in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of the ruling.
25. Applicant shall install and maintain such gauges and other measuring devices as required by the Division Engineer.
26. A copy of this Ruling shall be filed with the appropriate Division Engineer and with the State Engineer.

Dated: May 23, 2011

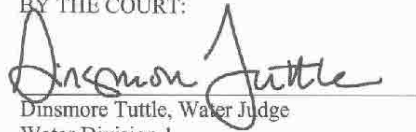


John S. Cowan
Water Referee
Water Division 1

No protest has been filed. The foregoing ruling is confirmed and approved, and is hereby made the judgment and decree of this court.

Dated: 14 June 2011

BY THE COURT:


Dinsmore Tuttle, Water Judge
Water Division I

WATER DIVISION 1, STATE OF COLORADO District Court, Weld County 901 Ninth Avenue, P.O. Box 2038 Greeley, CO 80631-1113	COURT USE ONLY Case Number: 2009CW263
CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA – ROCKY MOUNTAIN NATIONAL PARK IN LARIMER COUNTY, COLORADO	
FINDINGS AND RULING OF THE REFEREE AND JUDGMENT AND DECREE OF THE WATER COURT	

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6. Neither the land nor the water which is the subject of this Application is located within the boundaries of any designated ground water basin.
7. Name of structures to which water will be exchanged:

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the April 28, 2003, agreement among the National Park Service, Reclamation, and the District regarding the use of Article 24 water for these appropriative rights of exchange.

16. The Alpine Visitor Center Well (permit no. 67506-F) is located within 100 feet of the Fall River and the exchange described herein is allowed to operate directly to the well. The Glacier Basin Campground Well (permit applied for) is located more than 100 feet from Glacier Creek and the exchange described herein operates to the uppermost point on Glacier Creek where the depletions to surface water caused by pumping this well occur. No material lagged impacts occur from the use of the Glacier Basin Campground Well.
17. Applicant has initiated these appropriative rights of exchange by the formation of an intent to appropriate, completion of engineering studies, and exchanges of water to permit the continued use of the junior water rights described in paragraph 7 herein.

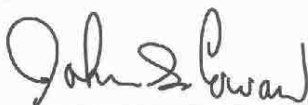
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18. Water may be exchanged only to the extent that there is a continuous live stream in the Fall River and the Big Thompson River below the Alpine Visitor Center Surface Diversion and the Alpine Visitor Center Well and/or in Glacier Creek and the Big Thompson River below the Glacier Basin Campground Well.
19. The appropriative rights of exchange described above are capable of administration by state water officials.
20. The exchange described herein may only be operated with the prior approval of the Water Commissioner or Division Engineer and may be subject to transit loss charges if necessary to prevent injury to other water rights.

II. RULING OF THE REFEREE

It is hereby the Ruling of the Referee that the foregoing Findings are incorporated in this Ruling by this reference and are to be considered a part of the decretal portion of this decree as though set forth in full, and that the Application is hereby granted, subject to the terms and conditions set forth in this Ruling.

21. The Applicant is hereby awarded the appropriative rights of exchange for the Alpine Visitor Center Well (permit no. 67506-F), the Glacier Basin Campground Well (permit applied for) and the Alpine Visitor Center Surface Diversion described in paragraphs 11, 12, 13 and 14 above, ABSOLUTE.
22. Applicant will account for its diversion, withdrawal, use, and exchange of water and report this information to the Division Engineer utilizing accounting forms as may be reasonably acceptable to the Division Engineer.
23. The State and Division Engineers shall administer the water rights and appropriative rights of exchange as set forth herein and not curtail diversions and/or withdrawals by any of the water diversion structures and/or wells described herein as long as such diversions and/or withdrawals occur in accordance with this Decree.
24. The appropriative rights of exchange approved herein were filed with the Water Court in the year 2009, and the appropriative rights of exchange shall be administered as having been filed in that year and shall be junior to all priorities awarded based upon applications filed in previous years. As between all rights filed for adjudication in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of the ruling.
25. Applicant shall install and maintain such gauges and other measuring devices as required by the Division Engineer.
26. A copy of this Ruling shall be filed with the appropriate Division Engineer and with the State Engineer.

Dated: May 23, 2011

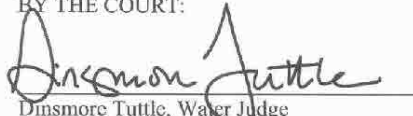


John S. Cowan
Water Referee
Water Division 1

No protest has been filed. The foregoing ruling is confirmed and approved, and is hereby made the judgment and decree of this court.

Dated: 14 June 2011

BY THE COURT:


Dinsmore Tuttle, Water Judge
Water Division I



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

August 30, 2010

Bill Ritter, Jr.
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Mr. Vaughn Baker, Superintendent
U.S. Department of Interior, National Park Service
Rocky Mountain National Park
Estes Park, CO 80517

Re: **Emergency Substitute Water Supply Plan for the
Alpine Visitor Center at Rocky Mountain National Park,**

Dear Mr. Baker:

Pursuant to your request of August 24, 2010, an emergency Substitute Water Supply Plan for the Alpine Visitor Center in Rocky Mountain National Park has been approved pursuant to § 37-92-308(7), C.R.S., for an additional 90-day period. Please note that this approval includes the following language:

NOTE: No additional emergency SWSPs will be approved for the operation of well no. 67506-F. If a decree has not yet been entered in case no. 2009CW263 at the time the well is needed to supply the Alpine Visitors Center in 2011, any request for another SWSP will have to be submitted under the provisions of § 37-92-308(4), C.R.S. The statutory fee of \$300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than 90 days prior to the start of operation of the well for the season.

Requests submitted pursuant to the requirements of § 37-92-308(4), C.R.S., require notice to be sent to all objectors in the pending water court case and objectors have 30 days to provide comments to our office regarding the requested supply plan. I wanted to point out this change to you in the event another supply plan is needed in 2011. If you have any questions regarding the process, please let me know.

Sincerely,

Jeff Deatherage, P.E.
Water Resource Engineer

Cc: Michael Hein, Assistant Division Engineer, Water Division 1

/jd

Office of the State Engineer
1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: 303-866-3581 • Fax: 303-866-3589
www.water.state.co.us



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

August 25, 2010

Bill Ritter, Jr.
Governor

Mike King
Executive Director

Dick Wolfe, P.E.
Director/State Engineer

Mr. Vaughn Baker, Superintendent
U.S. Department of Interior, National Park Service
Rocky Mountain National Park
Estes Park, CO 80517

Re: **Emergency Substitute Water Supply Plan for the
Alpine Visitor Center at Rocky Mountain National Park, WDID #0402527
SE ¼, Section 36, T 6 N, R 73 W, 6th PM
Water Division 1, Water District 4, Larimer County**

Approval Period: August 22, 2010 through November 19, 2010
Contact Phone Number for Mr. William Thompson,
Chief of Facility Management: 970-586-1200

Dear Mr. Baker:

We have reviewed your letter dated August 24, 2010 in which you request approval of an emergency Substitute Water Supply Plan ("SWSP") for the Alpine Visitor Center in Rocky Mountain National Park ("RMNP" or "Applicant"), pursuant to § 37-92-308(7), C.R.S. You previously obtained approval of an emergency SWSP for 2010, and that SWSP was valid for the period of May 24 through August 21. Your request indicates that you plan to use the well to supply the Alpine Visitors Center until approximately September 12, 2010, at which time you anticipate the Alpine Visitor Center will be shut down for the season.

The Alpine Visitor Center is located along Trail Ridge Road near the headwaters of Fall River and you have reported that approximately 50 staff and employees work at the site and approximately two million visitors annually utilize the site. The Alpine Visitor Center includes the visitor center, an adjacent store/restaurant, and restroom facilities. The water supply for the Alpine Visitor Center was supplied by an old surface diversion (the Fall River Pass Water System, described in case nos. CA-10050, W-8439-76, and W-8788); however you indicated the surface diversion system is failing and is in need of repair. Additionally, the water supplied from the surface diversion is reported to be of poor quality. You have requested an emergency SWSP to allow for the use of a well to be used to provide a potable water supply to the Alpine Visitor Center.

Pursuant to § 37-92-308(7), C.R.S., emergency SWSPs may be approved for a period of 90 days if needed to address an emergency situation affecting public health or safety. You have reported the water supply from the existing surface water diversion is of poor quality and subject to high concentrations of giardia, cryptosporidium, and bacteria, therefore, you have requested this approval to allow for a well to be used to provide potable water to the site while a permanent replacement water supply can be developed. Since this plan is an emergency, there are no requirements for notice to potential objectors and the 30-day comment period does not apply. The \$300 fee (receipt number 3647095) has been received.

Office of the State Engineer

1313 Sherman Street, Suite 818 • Denver, CO 80203 • Phone: 303-866-3581 • Fax: 303-866-3589
www.water.state.co.us

Mr. Vaughn Baker, Superintendent
August 25, 2010

Page 2 of 4

SWSP Operation and Depletions

The well that will be used to supply the Alpine Visitors Center was drilled on June 29, 2007 under well permit no. 273781 as a monitoring and observation well (WDID #0405691). The well is located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, T 6 N, R 75 W and was drilled to a depth of 660 feet. The well construction report indicates the well produces from a zone between 240 feet and 260 feet below ground and from a second zone between 620 feet and 640 feet below ground. The well construction report indicates the well produces from fractured granite, thus you have assumed that stream depletions are not lagged and have an instantaneous effect on Fall River. Permit no. 67506-F was issued on September 9, 2008 to allow the well to be used as a water supply for domestic and commercial purposes inside the Alpine Visitor Center (including the associated facilities) and for fire protection purposes. This permit limits the well pumping rate to 15 gallons per minute and limits the diversions from the well to 3 acre-feet/year. According to the pump installation report submitted for this well, the pump was installed on September 19, 2007 (prior to the permit expiration date), thus permit no. 67506-F remains valid.

The Alpine Visitor Center is located at an elevation of approximately 11,800 feet and is operated for approximately four months per year while Trail Ridge Road is open to the public. Water is used for drinking and sanitary purposes by the estimated two million annual visitors to the site. You have estimated that each of the two million visitors use approximately 0.33 gallons of water for an annual total of approximately two (2) acre-feet. Additionally, you have reported that there are approximately 30 full time employees and 20 part time employees that use an estimated 90,000 gallons of water annually for a variety of commercial/sanitary purposes such as dishwashing and custodial work. Based on the above, you have conservatively estimated that no more than three (3) acre-feet of water per year are used at the site. All waste water is hauled by truck to the Upper Thompson Sanitation District for treatment. All treated water is discharged to the Big Thompson River below Lake Estes.

Replacements

As indicated above, annual water use is estimated to be no more than three (3) acre-feet. You have proposed to provide three (3) acre-feet of replacement water to the Big Thompson River by releasing replacement water from Lake Estes. The replacement water consists of water made available to RMNP from the Colorado-Big Thompson ("CBT") project pursuant to Article 24 of the Repayment Contract entered into on July 5, 1938 between the United State of America and the Northern Colorado Water Conservancy District ("Northern"). Article 24 provides for three (3) cubic feet per second ("cfs") of replacement water to be made available at Granby Reservoir pumping plant No. 1, or other points on the CBT project works to permit the use of water in RMNP for irrigation, culinary, domestic, or related purposes. You have proposed that a portion of the three (3) cfs of transbasin water that is delivered through the Adams Tunnel will be released from Lake Estes on a one-for-one basis to replace all pumping from the well at the Alpine Visitors Center. A totalizing flow meter will be installed on the well to measure all pumping from the well. A copy of Article 24 of the Repayment Contract was provided with your previous request for an SWSP in 2008.

The previous SWSP issued on April 19, 2010 indicated that an application was filed in December 2009 with the Division 1 Water Court in case no. 2009CW263 for approval of an exchange. The exchange proposes to utilize the CBT water described in the preceding paragraph to allow for operation of well no. 67506-F. Since the court has yet to approve a decree for this case, you have requested approval of this SWSP to allow well no. 67506-F to continue to operate until mid-September. **NOTE: No additional emergency SWSPs will be approved for the operation of well**

Mr. Vaughn Baker, Superintendent
August 25, 2010

Page 3 of 4

no. 67506-F. If a decree has not yet been entered in case no. 2009CW263 at the time the well is needed to supply the Alpine Visitors Center in 2011, any request for another SWSP will have to be submitted under the provisions of § 37-92-308(4), C.R.S. The statutory fee of \$300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than 90 days prior to the start of operation of the well for the season.

Conditions of Approval

This SWSP is hereby approved pursuant to § 37-92-308(7), C.R.S., subject to the conditions stated below:

1. Pursuant to § 37-92-308(7), C.R.S., this SWSP is approved for the period of August 22, 2010 through November 19, 2010.
2. The use of C-BT water for replacement purposes must be made in accordance with Article 24 of the Repayment Contract entered into on July 5, 1938 between the United State of America and Northern.
3. For the purposes of this emergency SWSP, releases of replacement water from Lake Estes may be aggregated as approved by the division engineer and water commissioner. The applicant is responsible for coordinating all required releases of replacement water with the division engineer and water commissioner.
4. If the well in this SWSP causes depletions that affect a senior surface water right at a location where this SWSP cannot provide replacement water, the well is subject to curtailment until arrangements are made to provide replacement water at a point which will preclude injury to the calling senior surface water right. Well owners are responsible for providing replacement water in time, location, and amount to offset all out-of-priority depletions.
5. The Applicant shall provide daily accounting (including, but not limited to diversions, replacement sources, and river calls) on a monthly basis. The accounting must be emailed to the water commissioner, Jason.Smith2@state.co.us and Div1Accounting@state.co.us within 30 days of the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the division engineer. Accounting forms need to identify the WDID number for the well operating under this SWSP.
6. The Applicant shall follow the accounting protocol as referenced in the attached document for the operation of this SWSP.
7. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the division engineer and water commissioner.
8. Applicant is required to install and maintain a totalizing flow meter on the well included in this SWSP and all diversions shall be measured in a manner acceptable to the division engineer. The Applicant shall install and maintain measuring devices as required by the division engineer for operation of this SWSP.
9. Approval of this SWSP is for the purposes stated herein. This office must first approve any additional uses for which the water may be used. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the division engineer.

Mr. Vaughn Baker, Superintendent
August 25, 2010

Page 4 of 4

10. This SWSP may be revoked or modified at any time should it be determined that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all use of water under this SWSP must cease immediately.
11. Replacement water shall be made available to cover all out-of-priority depletions in time, place, and amount and shall be made available under the direction and/or approval of the water commissioner. If at any time the projected stream depletions show the Applicant is unable to replace all out-of-priority stream depletions, the Applicant is required to notify the division engineer of the projected shortfall and describe how well pumping will be reduced and/or replacements will be increased to ensure all out-of-priority depletions will be replaced.
12. The decision of the state engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the state engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant.

Should you have any comments or questions, please contact Michael Hein, Assistant Division Engineer in Greeley at 970-352-8712 or Jeff Deatherage in this office.

Sincerely,



Kevin G. Rein, P.E.
Assistant State Engineer

Enclosures: Accounting Protocol

cc: Michael Hein, Assistant Division Engineer, Div1Accounting@state.co.us
810 9th Street, Suite 200, Greeley, CO 80631

Jason Smith, Water Commissioner, Water District 4, Jason.Smith2@state.co.us
810 9th Street, Suite 200, Greeley, CO 80631

KGR/jcd/Alpine Visitor Center(7) SWSP 2010_#2.doc



United States Department of the Interior

NATIONAL PARK SERVICE
Rocky Mountain National Park
Estes Park, Colorado 80517

IN REPLY REFER TO:
L54 (ROMO)

MAR 15 2010

Jeff Deatherage
Colorado Division of Water Resources
1313 Sherman Street
Suite 818
Denver, CO 80203

Dear Mr. Deatherage:

Enclosed for your review and approval is an application for an emergency substitute water supply plan for the Alpine Visitor Center in Rocky Mountain National Park. This request for approval of an emergency substitute water supply plan is made pursuant to Section 37-92-308(7), C.R.S. and is based on the need to protect the health and safety of the over 2 million people that visit the Alpine Visitor Center annually as well as the approximately 50 people that work at the site:

The existing surface water supply system is failing and poses a very real threat to the health and safety of park visitors. A ground water system (666 foot deep well) would replace the existing system and provide water for commercial use at the Alpine Visitor Center. It is anticipated that once approved, the emergency substitute water supply plan would be in effect during the summer season and for no more than three months. Therefore, we would like to have the emergency substitute water supply plan become effective on May 24, 2010. Payment for the processing fee in the amount of \$300.00 is enclosed.

Currently, we have completed a Memorandum of Agreement with the Northern Colorado Water Conservancy District and the U.S. Bureau of Reclamation to allow the National Park Service to use no more than 3.0 acre-feet of water annually from the Colorado Big-Thompson Project as replacement for water used out of priority by the Alpine Visitor Center Well. In addition, the United States Department of Justice has submitted an augmentation plan by exchange to the Water Court. Case No. 2009CW263 was filed on December 29, 2009. To date, two Statements of Objection have been received by the Water Court.

Your assistance in approving this request is very much appreciated. If you have any questions, please contact William Thompson, Chief of Facility Management, at 970 586-1200 or Dr. Ken Czarnowski, our water rights consultant, at 970 412 3383.

Sincerely,

(SOD.) VAUGHN L. BAKER

Vaughn L. Baker
Superintendent

cc: Peter Fahmy, SOL
Jim Dubois, DOJ
Chuck Pettee, WRD
Ken Czarnowski
NCWCD

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES

GWS-45 GENINST (06/2006)

GENERAL PURPOSE WELL PERMIT APPLICATION INSTRUCTIONS

Applications must be typewritten or printed in BLACK or BLUE INK. ALL ITEMS in the application must be completed. Complete applications may be returned to the applicant for more information. Applications are evaluated in chronological order. Please allow approximately six weeks for processing. This form may be reproduced by photocopying or computer generation. Reproductions must retain margins and print quality of the original form.

FEES: This application must be submitted with a \$100 filing fee. Acceptable forms of payment are check or money order, payable to the Colorado Division of Water Resources, and Visa or MasterCard (card number and expiration date must be provided on a separate attachment). Fees are nonrefundable.

USES: This form (GWS-45) is to be used to apply for commercial, industrial, municipal, irrigation, feed lot, geothermal, recovery wells, and other uses not otherwise noted in the following list:

RESIDENTIAL use wells – Use of form GWS-44 is required
LIVESTOCK watering on a farm, ranch, range or pasture (not feedlots) – Use form GWS-44
MONITORING/OBSERVATION wells – Use form GWS-46
GRAVEL PITS – Use form GWS-27
REGISTRATION of an existing well – Use form GWS-12 (must have been in use prior to May 8, 1972)
GEOEXCHANGE SYSTEM LOOP FIELDS – Use form GWS-72
REPLACEMENTS OF WELLS FOR THE ABOVE USES

GENERAL INSTRUCTIONS: (numbers correspond with those on the front of this form)

The applicant is the entity for whom the permit is to be issued. Provide the applicant name and the mailing address where all correspondence will be sent.

Check all boxes that apply.

Complete all boxes that apply. If the permit is to be issued pursuant to a water court decree or a Designated Basin determination of water right, the case number or determination number must be indicated. If applying to replace or change the use of an existing well, the permit number of the existing well must be indicated.

The county, 1/4 of the 1/4 section designation, section #, township, range, principal meridian, and distances from section lines for the proposed well must be provided. (An option to providing distances from section lines and the 1/4 of the 1/4 section designation is to provide an accurate GPS location in UTM format. The required GPS unit settings must be as indicated on this form.) Colorado contains two (2) UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108th Meridian (longitude). West of the 108th Meridian is UTM Zone 12 and east of the 108th Meridian is UTM Zone 13. The 108th Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone. Provide the property address of the well location if one exists. If it is the same as the mailing address, check the box next to the well location address.

Please attach a current deed for the subject parcel. Complete all boxes and provide a complete legal description of the parcel of land on which the well will be located.

Check all boxes that apply and attach a detailed description of the uses applied for.

Complete all boxes.

Complete all boxes and provide a legal description of the land areas on which ground water from the proposed well will be used. If agricultural irrigation is a proposed use, provide a map of the land area with proposed irrigated areas accurately drawn, including section numbers and section lines. A list of all other wells or water rights used on the described land must be provided.

The well must be constructed by a Colorado licensed well driller, an authorized individual in accordance with the Water Well Construction Rules, 2 CCR 402-2, or under the "private driller" provision as defined in CRS 37-91-102(12).

An ORIGINAL signature must be on the application. The individual signing the application must be the applicant or an officer of the corporation/company/agency identified as the applicant. An authorized agent may sign the application, if a letter signed by the applicant is submitted with the application authorizing that agent to sign on the applicant's behalf.

IF YOU HAVE ANY QUESTIONS regarding any item on the application form, please call the Division of Water Resources Ground Water Information Desk (303-866-3587), or the nearest Division of Water Resources Field Office located in Greeley (970-352-8712), Pueblo (719-3368), Alamosa (719-589-6683), Montrose (970-249-6622), Glenwood Springs (970-945-5665), Steamboat Springs (970-879-0272), or Durango (970-247-1845), or refer to our web site at <http://www.water.state.co.us> for general information, additional forms, and access to state rules or statutes.

Emergency Substitute Water Supply Plan, Alpine Visitor Center

Rocky Mountain National Park, Colorado

Project Description

The Alpine Visitor Center (AVC) is located at an elevation of 11,800 feet along Trail Ridge Road in Rocky Mountain National Park at the headwaters of the Fall River. Over 2 million visitors annually stop at the AVC for interpretive programs, to enjoy the scenic grandeur of the area, to purchase souvenirs, use the restrooms and enjoy lunch or a snack at the restaurant/store. The AVC and adjacent store/restaurant are supplied with water from an antiquated surface diversion on the Fall River which is located about 2,000 yards below the buildings (see figure 1.). This diversion on the Fall River was constructed in the early 1950's and is in need of considerable repair.

In 2007, the National Park Service drilled a monitoring well (permit number 273781) adjacent to the visitor center in an effort to obtain an alternative source of water for the failing downstream diversion system. The well is located in Larimer County in the NE1/4, SE ¼, S36, T6N, R73W, 6th P.M. The well was drilled to a depth of 666 feet and the yield was approximately seven gallons per minute. Water from the well has not been put to beneficial use.

Justification for Emergency Plan

This request for approval of an emergency substitute water supply plan is made pursuant to Section 37-92-308(7), C.R.S. and is based on protecting the health and safety of the over 2 million people that visit the AVC and restaurant as well as the approximately 50 staff and employees that work at the site. Approximately 3 acre-feet of water will be required for present and future use at the AVC during the four month season when Trail ridge Road is open to the public. As described below, the existing surface water system is failing, posing a very real threat to public health and safety, and must be replaced as soon as possible by a ground water system.

The existing Fall River Pass Water System was decreed on January 30, 1939 (Case No. 10050, Water District No. 4, Boulder County District Court and Case No. 85-CW350, District Court Water Division 1) and in Case No W-8439-76 (W-8788-77). Historical records indicate that about two acre-feet of water have been diverted from the Fall River annually during the months of May through October.

The diversion system consists of a small masonry dam in a ravine (headwaters of the Fall River) that collects surface water, snowmelt, and tundra moisture melt. The immediate zone of influence above the dam is frequented by herds of elk, deer, bighorn sheep, marmots, badgers, occasional porcupines, and a variety of small mammals. Very high concentrations of giardia, cryptosporidium and bacteria are found in the water impounded by the dam. In addition, the turbidity level of the water is extremely high from animal waste and debris. Both the giardia and cryptosporidium pathogen have been microscopically determined to be smaller than one micron. This abnormality may be due to the extreme elevation or low ambient temperatures.

Water from the dam is filtered and chemically treated in a small water plant before it is pumped via a surface pipeline up to the visitor center and store. The water plant contains a 50 micron roughing filter to reduce inlet turbidity. After water passes through the roughing filter, the system splits into two separate banks of filtration. Each bank consists of a two stage filter process using the Strainrite HPM99-CC-S2 prefilter and the HPM99-CCX final filter. An additional Harmsco 0.45 micron filter was installed on each bank for additional filtration. Major improvements were made to the treatment process in the 1960's and again in the 1980's.

During July of 2004, an annual microscopic particular analysis was conducted on the Fall River Pass water system. The system tested positive for giardia. Three additional analyses were performed and another positive result was recorded, this time for cryptosporidium. Although the Strainrite filtration system appears to be performing as designed, it is possible that a filtration system may not be suitable for the AVC and store/restaurant. To protect the health and safety of the visiting public, park staff and concession employees, the surface water system must be replaced by a ground water system.

Depletion

- ◆ Evaporation - negligible
- ◆ Irrigation - There will be no outside irrigation
- ◆ Drinking and Sanitary - About thirty full time employees, and twenty part time employees (National Park Service employees, volunteers and concession employees) work at the site. However, an estimated two million visitors also use the site annually. Approximately 0.33 gallons of water per person per day is used at the AVC and store/restaurant during the four month season.
- ◆ Remediation - All waste water is collected and transported by truck to the Upper Thompson Sanitation District for treatment.
- ◆ Industrial/Commercial/Other - Approximately 90,000 gallons of water are used annually for sanitary purposes, dishwashing, custodial work, etc. to maintain the

AVC and the store/restaurant. All waste water is collected and returned to the Upper Thompson Sanitation District. Treated water is then returned to the Big Thompson River below Lake Estes. An undetermined, although minimal amount of water is unavoidably lost through evaporation, spillage or taken to other locations by visitors filling their water bottles.

- ♦ Depletions lagged - It is anticipated that there will be little or no effect on the stream (Fall River) from water pumped from this 666 foot deep well. The well is located at the uppermost headwaters of the Fall River, and is cited approximately 50 feet from the defined channel of the river.

Replacement Source

Replacement water in the amount of approximately three acre-feet will be made available to downstream users by releases from Lake Estes at a time and in the quantity required by the Division Engineer.

Water rights used in the emergency substitute water supply plan for the Alpine Visitor Center Well will be the water made available to Rocky Mountain National Park from the Colorado-Big Thompson project ("Project") pursuant to Article 24 of the Repayment Contract entered into on July 5, 1938 between the United States of America and the Northern Colorado Water Conservancy District (see Appendix 1).

a. Article 24 provides:

There is hereby understood and agreed that the United States shall have the right to permit the release of a sufficient amount of water made available by the project works, without charge to the National Park Service, not to exceed a total of three second-feet of water at the Grandby reservoir pumping Plant No. 1 or other points on the project works, said releases to be made to permit the use in Rocky Mountain National Park of a like amount of water for irrigation, culinary, domestic or related purposes; provided that additional project water shall be released at the same points without charge to permit the use of additional water if needed for culinary, domestic or related uses in said Park; and provided further that the United States through the National Park Service may make, without objection by the District such additional nonconsumptive uses of water as it deems necessary so long as such use does not render the water unavoidable to the Project, allowing for slight consumptive loss unavoidably incident to such nonconsumptive uses.

b. Appropriation date: August 1, 1935

c. Adjudication dates: October 12, 1955 and April 16, 1964 in the Consolidated Cases-Civil Nos. 2782, 5016 and 5017.

d. Source: Colorado River and its tributaries through the Alva B. Adams Tunnel

e. Legal description of the points of diversion and places of storage: Willow Creek, Grandby and Shadow Mountain Reservoirs, Grand Lake, Willow

Creek Feeder Canal and Grandby Pump Canal transported to the East Slope through the Alva B. Adams Tunnel.

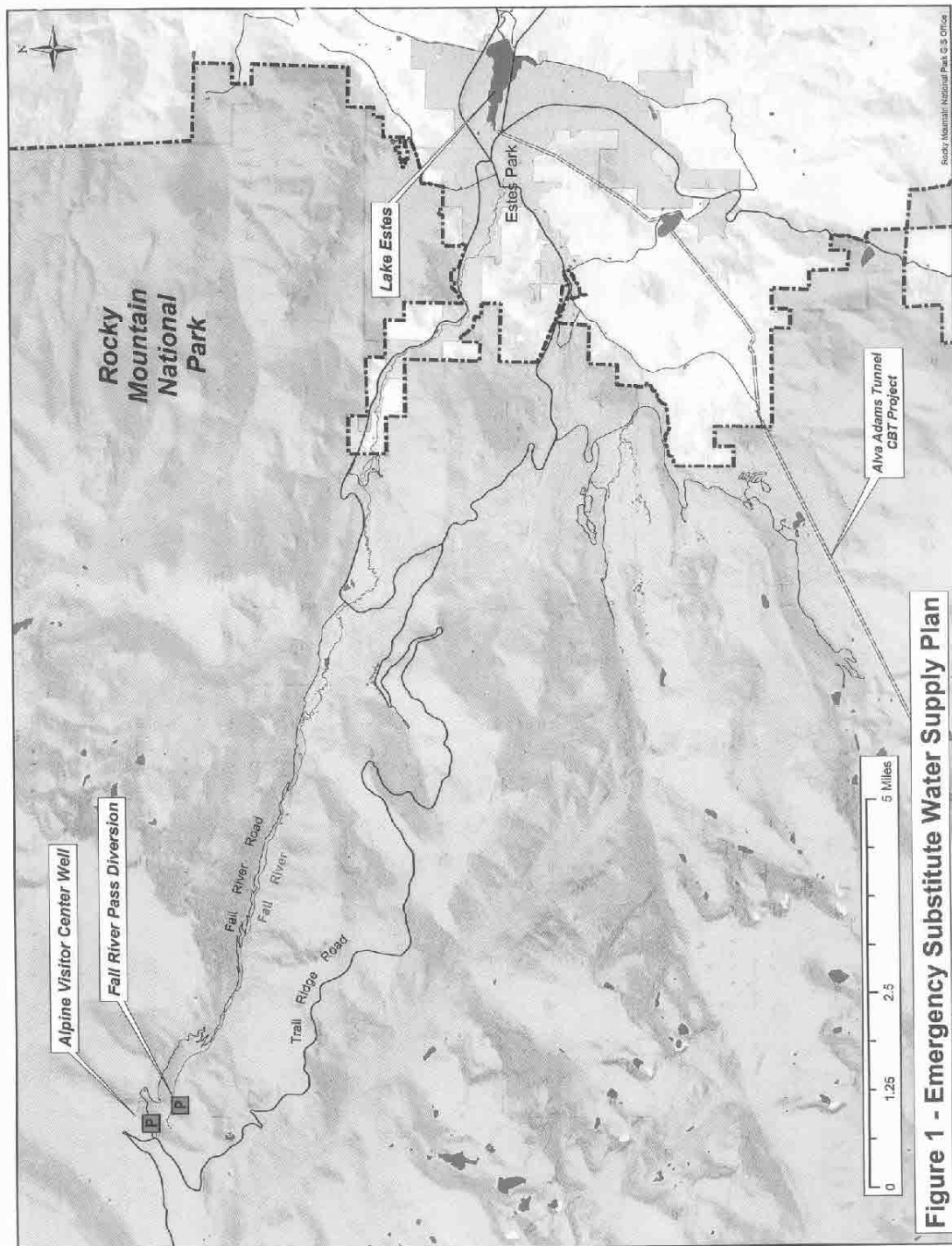
- f. Water from the water rights described in Article 24, above will be provided by exchange to replace the amount of water pumped from the Alpine Visitor Center Well on a one-for-one, acre-foot basis by release at Lake Estes into the Big Thompson River, approximately 15 miles below the AVC Well.

Operation of Plan

No more than 3 acre-feet of water will be required annually from the well during the months of June through September. Appropriate flow measuring devices will be installed on the well as approved by the Water Commissioner. Detailed pumping records for the AVC well will be submitted monthly to the Division Engineer and the Water Commissioner.

A well permit to put the water to beneficial has been requested from the State Engineer for the use of federal reserved water as decreed in Case No. W-8439-76 (W-8788-77 Reserved Rights Claims for Rocky Mountain National Park). In the above mentioned decree (see Appendix 2) it is stated that the United States of America "is entitled to a water right for future diversions and impoundments in an amount equal to twice the total cumulative amounts of water currently used in that portion the park located within Water Division I. It is estimated that approximately 75 acre-feet of water is consumed on the east side of the park." Notification will be made to the State Engineer and the Water Court of the intent of the United States of America to exercise a portion of this water right.

There are no other wells located within 5 miles of the AVC well.



APPENDIX 1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RECEIVED
FEB 14 2002

Colorado-Big Thompson Project,
Colorado.

OFFICE OF THE REGIONAL ENGINEER
DENVER, COLORADO

CONTRACT BETWEEN THE UNITED STATES AND THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
PROVIDING FOR THE CONSTRUCTION OF THE COLORADO-
BIG THOMPSON PROJECT, COLORADO.

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Retyped for clarity January 1997

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- - -

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Symbol Ilr-1051

Colorado-Big Thompson Project,
Colorado

CONTRACT BETWEEN THE UNITED STATES AND THE
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
PROVIDING FOR THE CONSTRUCTION OF THE COLORADO-
BIG THOMPSON PROJECT, COLORADO.

THIS CONTRACT, made this 5th day of July, 1938, in
pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388) and
amendatory acts, herein styled the National Reclamation Law, and
particularly of the Act of Congress of August 9, 1937 (50 Stat., 564, 592,
595), between the United States of America, herein styled the United
States, acting in this behalf by Oscar L. Chapman, Assistant Secretary of
the Interior, herein styled the Secretary, and the Northern Colorado Water
Conservancy District, herein styled the District, a corporation of the State
of Colorado, with its principal place of business at Greeley, Colorado:

WITNESSETH THAT:

EXPLANATORY RECITAL

2. WHEREAS, the United States has investigated, planned
and proposes to construct the Colorado-Big Thompson Project, herein
referred to as the "Project," for the storage, diversion and beneficial use of
the waters of the Colorado and the Big Thompson rivers and their
tributaries for irrigation, power, domestic and other purposes, and the
District desires to contract for a water supply therefrom for irrigation and
domestic uses, for which it will be obligated to repay to the United States a
part of the cost of such project,

3. NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is hereby mutually agreed between the parties hereto as follows:

DESCRIPTION OF PROJECT WORKS TO BE CONSTRUCTED

4. Subject to the availability of funds being supplied by appropriation or otherwise, the United States will expend toward the construction of the project, the sum of \$44,000,000, or so much thereof as the Secretary may find necessary therefor, which project shall include but shall not be restricted to the following principal works:

- (a) A storage reservoir known as Green Mountain Reservoir on the Blue River, 16 miles southeast of Kremmling to be used for water replacement and power purposes, of a capacity of approximately 152,000 acre feet, at elevation 7950, U.S.G.S. datum;
- (b) A hydroelectric plant below the Green Mountain reservoir, known as Power Plant No. 5, to utilize the flow of the Blue River and the stored water of Green Mountain reservoir;
- (c) A storage reservoir, known as Granby Reservoir, located on the Colorado River about 6 miles northeast of Granby having an available storage capacity of approximately 462,000 acre feet, elevation 8275, U.S.G.S. datum;
- (d) A supply canal diverting the flow of Willow Creek above Dexter into the Granby Reservoir, with a carrying capacity of approximately 1,000 second feet; and also a diversion canal from Strawberry and Meadow Creeks;
- (e) A pumping plant, known as the Granby Pumping Plant, located on the northeasterly shore of Granby Reservoir, having a capacity sufficient to deliver water to operate the Continental Divide Tunnel to full capacity;
- (f) A diversion dam on the North Fork of the Colorado river, known as the North Fork Diversion Dam, located about one-half mile down stream from the junction of the Grand Lake Outlet and the North Fork of the Colorado River. This dam will create Shadow Mountain Lake with a water surface elevation the same as Grand Lake, and will stabilize the

water surface elevation of these two lakes within the natural level now attained by Grand Lake;

- (g) A conduit, known as the Granby Pump Canal, to deliver the water from the Granby Pumping Plant to Shadow Mountain Lake of a capacity sufficient to deliver the water of the Granby Pumping Plant;
- (h) A transmountain diversion tunnel, known as the Continental Divide Tunnel, diverting water from near the easterly shore of Grand Lake, approximately 13.1 miles in length into Wind River, a tributary of the Big Thompson River, which shall have a carrying capacity of not less than 550 second feet;
- (i) A conduit, known as Power Canal No. 1, from the east portal of the Continental Divide Tunnel to Power Plant No. 1 with a capacity sufficient to deliver the full discharge of the Continental Divide Tunnel;
- (j) A power plant, known as Power Plant No. 1, located on the south bank of the Big Thompson River approximately one-half mile below the village of Estes Park, of a capacity to utilize the flow of the Continental Divide Tunnel;
- (k) A power plant, known as Power Plant No. 2, located on the southwesterly bank of the North Fork of the Big Thompson River about one-half mile above Drake, Colorado, of a capacity to utilize the flow of Power Canal No. 2. This plant will operate under an approximate net head of 1195 feet;
- (l) A conduit, known as Power Canal No. 2, diverting water from the north bank of the Big Thompson River, below the tailrace of Power Plant No. 1, approximately 10.62 miles in length and of an approximate capacity of 650 second feet to deliver water to Power Plant No. 2;
- (m) A power plant, known as Power Plant No. 3, located on the north bank of the Big Thompson River about one-half mile east of the Loveland Power Diversion dam of a capacity to utilize the flow of Power Canal No. 3. This plant will operate under an approximate net head of 328 feet;
- (n) A conduit, known as Power Canal No. 3, diverting water from the northeasterly bank of the North Fork of the Big Thompson River below the tailrace of Power Plant No. 2, approximately 2.88 miles in length and of an approximate capacity of 650 second feet to deliver water to Power Plant No. 3;

- (o) A conduit, known as Power Canal No. 3A, delivering water from the Big Thompson River to the North Fork of the Big Thompson just above diversion dam for Power Plant No. 3. Capacity of canal to be 650 second feet;
- (p) A power plant, known as Power Plant No. 4, located on the south bank and at the mouth of the Big Thompson Canyon of a capacity to utilize a flow of 500 second feet of water. The water passing through this plant will be returned to the Big Thompson above the irrigation canals on that stream or for storage in Arkins Reservoir through the Arkins Feeder Canal. This plant will operate under an approximate net head of 550 feet;
- (q) A conduit, known as Power Canal No. 4, diverting water from the south bank of the Big Thompson River below the tailrace of Power Plant No. 3, approximately 4.93 miles in length and of an approximate capacity of 750 second feet, to deliver water to Power Plants Nos. 4 and 4A, and also to Carter Lake Reservoir Feeder Canal;
- (r) A power plant, known as Power Plant No. 4A, located about 300 feet west and up the mountain side from Power Plant No. 4, of a capacity to handle 250 second feet of water. The water passing through this plant will be siphoned across the Big Thompson to supply the Horsetooth Feeder Canal. This plant will operate under an approximate net head of 381 feet and will be controlled from Power Plant No. 4 by remote control;
- (s) Transmission lines of sufficient capacity to carry the output of the several plants to the market centers and to tie the several power and pumping plants together;
- (t) A conduit, known as the Carter Lake Feeder Canal, (also known as Carter Lake Supply Canal) diverting water from Power Canal No. 4 at a point approximately 3.08 miles below its diversion from the Big Thompson River. This canal will be approximately 8.8 miles in length and have a carrying capacity of not less than 300 second feet to feed Carter Lake Reservoir;
- (u) A conduit, known as Horsetooth Feeder Canal, (also known as Horsetooth Supply Canal) diverting water from the tailrace of Power Plant No. 4A and feeding Horsetooth Reservoir. This canal will be approximately 9.9 miles in length and have a carrying capacity of not less than 250 second feet with main structures designed for a capacity of 400 second feet;

- (v) A conduit, known as St. Vrain Supply Canal, (also known as St. Vrain Feeder Canal) diverting water from the outlet of Carter Lake Reservoir to the Little Thompson and St. Vrain. This canal will be approximately 9.92 miles in length and have a carrying capacity of not less than 300 second feet;
- (w) A conduit, known as Big Thompson Supply Canal, (also known as Big Thompson Feeder Canal) diverting water from Dry Creek two-thirds of a mile below the outlet of Carter Lake Reservoir to Cottonwood Creek and thence to the Big Thompson River. This canal will be approximately 5.37 miles in length and have a carrying capacity of not less than 800 second feet;
- (x) A conduit, known as Poudre Supply Canal, (also known as Poudre Feeder and Poudre Valley Feeder Canals) diverting water from Horsetooth Reservoir to Lewstone Creek and to the Poudre River. This canal will be approximately 5.47 miles in length and have a carrying capacity of not less than 1200 second feet to Lewstone Creek and 400 second feet to the Poudre;
- (y) A conduit, known as the North Poudre Supply Canal, (also known as North Poudre Feeder Canal) diverting water from a point about one mile downstream from the headgate of the Poudre Valley Canal where water is siphoned across the Poudre River from the Poudre Supply Canal. This canal will first be an enlargement of the Poudre Valley Canal for a distance of 3.58 miles or to the location of the North Poudre Pumping Plant. The canal proper will start from the outlet of the pumping plant and will be approximately 10 miles in length to where it will deliver water into the North Poudre Canal. This canal will have a carrying capacity of not less than 150 second feet;
- (z) A conduit, known as Arkins Feeder Canal, diverting water from the Big Thompson River just below the dam of the Handy Ditch, and feeding the Arkins Reservoir. This canal will be approximately 2.33 miles in length and will have a carrying capacity of not less than 500 second feet;
- (aa) A pumping plant, known as the North Poudre Pumping Plant, located on the west bank of the Poudre Valley Canal, about 4.58 miles below the headgate of said canal. This plant will have a capacity of 150 second feet operating under an approximate head of 157 feet;
- (bb) A storage reservoir, known as Horsetooth Reservoir, located behind the glades about 5 miles west and southwest of Fort

Collins. This reservoir will have an approximate capacity of 96,000 acre feet, storing water to elevation 5400, U.S.G.S. datum; and will be used to serve the Poudre and lower South Platte sections of the District;

- (cc) A storage reservoir, known as the Arkins Reservoir, located about 7 miles northwest of Loveland on Buckhorn Creek. This reservoir will have an approximate capacity of 50,000 acre feet, storing water to elevation 5275, U.S.G.S. datum; and will be used to serve the Big Thompson River and lower South Platte Sections of the District;
- (dd) A storage reservoir, known as Carter lake Reservoir, located about 8 miles west of Berthoud, Colorado, behind the glades. This reservoir will have an approximate capacity of 110,000 acre feet, storing water to elevation 5760, U.S.G.S. datum; and will be used to serve the St. Vrain, Little and Big Thompson and the South Platte sections of the District;
- (ee) Certain improvements contemplated on the Colorado River between the mouth of Frazier River and Gore Canyon to (1) relieve irrigated meadow lands at that location from injury due to the project works, and (2) protect the present domestic water supplies of Hot Sulphur Springs and Kremmling;
- (ff) Conduits from the St. Vrain to Boulder Creek and to South Platte River (now being studied).
- (gg) Such appurtenant and incidental works as may be necessary and incident to the construction, operation and maintenance of said Colorado-Big Thompson project.

It is understood that the works designated herein are only tentatively determined upon and that they may be changed in location, or works may be eliminated from or added to the foregoing list, as provided in Senate Document No. 80, 75th Congress, First Session, to conform to later revised plans of the project; and that the lists of works referred to in Article 8, subdivisions (a), (b), and (c) may be modified accordingly by the Secretary. If any major changes in, and eliminations of, or additions to the works of the project are proposed, prior to the time when the District's

construction repayment obligation is conclusively determined by the Secretary, a hearing thereon may be requested by the Board of Directors of the District prior to final determination thereof, but the decision of the Secretary on any such proposals shall be conclusive. The project as now contemplated is designed to deliver the average annual supply of 310,000 acre feet into the St. Vrain, Little and Big Thompson and Poudre rivers on a 75-day basis, the first 80% of which may be delivered on a 60-day basis.

Allocation of Costs of Construction

5. The works to be built by the United States as described in Article 4 will be devoted to the development of a water supply in Colorado for irrigation, domestic and related uses, and for the production of power. In the allocation of costs between the various types of uses, it is understood and agreed that the "irrigation feature" of the project shall embrace uses for irrigation, domestic and related uses and the works or parts thereof devoted thereto; and that the "power feature" of the project shall embrace uses for the production of power and the works or parts thereof devoted thereto. It is further understood and agreed that, while certain works are devoted primarily to the "irrigation feature" and others primarily to the "power feature," these two types of works are mutually dependent on certain works common to both features of the project; and that the feasibility of any one use of the project is dependent on the coordinated development of all the works above described. It is, therefore, understood and agreed that an equitable allocation of construction costs between the "irrigation feature" and the "power feature" is the allocation to each of one-half the total cost of construction of the project as described in

Article 4, including revisions thereof as provided for, and including expenditures chargeable to the project made prior to the date of this contract; and the District hereby agrees to pay the cost of the "irrigation feature" as determined by an allocation in accordance with this agreement.

In determining the total cost of construction as the basis for the foregoing allocation, there shall be a finding by the Secretary in the manner and at the time provided in the first paragraph of Article 6 hereof of the total cost of works constructed to the date of such finding and there shall be added thereto the estimated costs, as set forth in Senate Document No. 80, 75th Congress, 1st Session, of the works provided for in Article 4 hereof remaining to be constructed, it being understood that the project as a whole may not be completed at the time the District's obligation to repay its share of construction costs is fixed as provided in the first paragraph of Article 6. With respect to the District's obligation, the estimated costs for works yet to be constructed shall be final regardless of the cost of said works to the United States when and if constructed.

The tentative estimated cost of construction herein allocated to the "irrigation feature" is \$22,000,000, but the total obligation of the District under this contract for construction shall in no event exceed \$25,000,000.

TERMS OF PAYMENT OF CONSTRUCTION
COST BY DISTRICT

6. The District shall pay to the United States its part of the construction cost of the project, as said District's part of said cost is determined and stated by the Secretary in the statement hereinafter

provided for (but not to exceed the sum of \$25,000,000) in forty (40) consecutive annual instalments, the first twenty (20) of which shall be \$450,000 each; the third ten (10), \$500,000 each; the fourth ten (10) of such instalments shall be in such equal amounts as will, in their total, amount to the balance of the District's obligation for construction costs as determined by the Secretary pursuant to this Article. At any time after the construction of the project is completed, or after construction costs chargeable to the District, including its share of the estimated cost of works remaining to be constructed as defined in Article 5, have reached \$25,000,000 or at any time when in the opinion of the Secretary, the project works have progressed to the point that the water supply to be furnished to the District can so be furnished, the Secretary may give written notice thereof to the District. When said notice is given, if it is given before March 1 of any year, the first construction repayment instalment shall become due on December 31 of the succeeding year; otherwise, the first instalment shall become due on December 31 of the second succeeding year.

In the event, in the opinion of the Secretary, it is necessary to discontinue work on the project because available funds are exhausted or are insufficient for continuance of work, the Secretary may discontinue the work. If the work has not then progressed to the point that the District can be required to commence the regular repayment of construction costs as above provided in this Article, the Secretary may, nevertheless, by written notice to the District require it to pay such part of construction costs actually incurred to the date of such notice as shall be determined by the

Secretary, payments to be in not less than 40 equal annual instalments beginning within one year of December 31 of the year when such notice is given. The Secretary may also, in the event of such discontinuance and on terms satisfactory to him, permit the District to proceed with construction at its own expense but with proper credit by reason thereof; Provided, that the United States may thereafter resume work when funds are made available and further repayments under this paragraph of this Article by the District shall cease upon such resumption. Any payments made to the United States under this paragraph of this Article shall be credited against the balance of the District's obligation to be paid in the fourth ten installments provided for in this Article.

When notice is given under any of the conditions stated in the first paragraph of this Article, the Secretary shall include therewith a final finding of the District's obligation determined in the manner provided for in Article 5; Provided that, if for any reason the Secretary is unable to make the final finding in time to announce it with said notice, he may at his discretion make, and include with the notice, a provisional finding in which the District's part of the cost of said works is estimated, which shall govern until the final finding has been made; however, such provisional finding of the estimated cost shall not operate to change the schedule of annual instalments herein set forth.

DISTRICT TO COMPENSATE GRAND COUNTY

7. The District agrees to pay direct to Grand County pursuant to a contract with such County to be entered into in form satisfactory to the Secretary, the sum of \$100,000.00, to compensate such

County for loss due to the construction of the project, in pursuance of the provisions of subsection (k) of paragraph 5 of that section of Senate Document No. 80, 75th Congress 1st Session, relating to "Manner of Operation of Project Facilities and Auxiliary Features."

OPERATION AND MAINTENANCE
OF PROJECT WORKS

8. (a) The United States shall retain possession of and shall operate and maintain the following described works:

Power Plant No. 5, described in Article 4 (b),

Power Plant No. 1, described in Article 4 (j),

Power Plant No. 2 and Power Canal No. 2, described in Article 4 (k) and (l),

Power Plant No. 3 and Power canals Nos. 3 and 3A, described in Article 4 (m), (n) and (o),

Power Plant No. 4 and Power Canal No. 4, described in Article 4 (p) and (q),

Power Plant No. 4A, described in Article 4 (r),

Transmission lines, described in Article 4 (s), excepting the transmission line between Power Plant No. 1 and the Granby Pumping plant,

and their respective appurtenant and incidental works.

(b) The District shall, from and after the effective date of a written notice from the Secretary therefor, take over and operate and maintain the following works or any part thereof:

North Poudre Supply Canal, described in Article 4 (y);

North Poudre Pumping Plant, described in Article 4 (aa);

The St. Vrain conduits, described in Article 4 (ff),

and their respective appurtenant and incidental works. Said notice may be given to the District by the Secretary so as to be effective any time after the beginning of the second period described in Article 9. Said notice shall be given in advance of the transfer of said works; shall describe the works to be transferred; and shall specify the effective date of said transfer. Works so transferred may be taken back and operated and maintained by the United States at any time at the election of the Secretary, and the District hereby agrees to surrender possession of said works on being given written notice, similar in form to that described above.

The United States assumes no responsibility for the safety or operation of any of the foregoing works when transferred, and the District will hold the United States and its assigns, officers, agents, and employees harmless from any and all claims arising in connection therewith.

(c) The United States shall retain possession of and shall operate and maintain the remaining project works and their respective appurtenant and incidental works.

It is understood that the present proposed plan of operation of the project includes a transfer of certain of the project works covered by this subdivision to the District for operation and maintenance, and that it is contemplated that the transfer will be effected on such terms that will preserve substantially the present arrangement whereby the costs of operating and maintaining the project works covered by this subdivision are borne equally by the parties; but it is further understood that the detailed arrangements for effecting this proposed plan can only be worked out satisfactorily after seasoning of the project works and after a thorough

study of actual operation and maintenance of these works has been completed. It is, therefore, understood and agreed that any transfers to the District of any project works covered by this subdivision shall be made the subject of a supplemental contract to be entered into between the parties hereto prior to the time when any such transfers are made.

COST OF OPERATION AND MAINTENANCE
OF PROJECT WORKS

9. (a) The cost of operating and maintaining the works described in Article 8(a) shall be borne by the United States.

(b) The cost of operating and maintaining the works described in Article 8(b) shall be borne by the District.

(c) The cost of operating and maintaining the works described in Article 8(c) shall be borne equally by the parties.

(d) With respect to methods of payment of costs of operation and maintenance of works described in Article 8(c), the operation and maintenance of the project shall be divided into two periods: (1), the period ending with December 31 two years prior to the initial repayment instalment provided in the first paragraph of Article 6, and (2), the period after such date. The District's share of the costs of operation and maintenance of such works in the first period shall be covered by statements from the Secretary and shall be payable at such times as he may fix; provided, that the Secretary may, in his discretion, require the District to advance all or part of its share of the estimated operation and maintenance costs at the beginning of or during any year in the first period. Such advances shall be made on the basis of estimates furnished

by the Secretary to the District and shall be payable at such times as he may fix. It is understood that water rentals paid to the United States as provided in Article 10 shall, in the manner provided in said Article, be credited to the District's share of operation and maintenance costs or advances therefor required from the District. In the second period of operation, with respect to works described in Article 8(c) that are retained by the United States, the District shall pay its share of operation and maintenance costs in advance. Payment shall be made on the basis of annual estimates of such costs made by the Secretary and submitted to the District in advance of the year covered thereby. The District's share shall be payable in two equal instalments, the first on or before December 31 of the year preceding the year for which the estimate is made, and the second on or before June 1 of the year for which made. Should the actual cost threaten to exceed the estimated cost, the District agrees that, upon written notice from the Secretary, it will advance such additional amounts as the Secretary determines are necessary for the balance of the year. If funds so advanced by the District exceed its actual share of the cost, the excess will be credited on the June 1 payment for the succeeding year.

(e) In the event any of the works described in Article 8(b) are operated and maintained by the United States, the District shall pay the entire cost of operation and maintenance in advance, on the basis of estimates submitted by the Secretary in the manner and at the times provided with respect to similar advance payments under subdivision (d) of this article.

RENTAL OF WATER PRIOR TO COMMENCEMENT OF
CONSTRUCTION REPAYMENT INSTALLMENTS

10. Water which is available for use during the first period, as defined in Article 9 hereof, may, with the consent of the Secretary, be rented to water users by the District at a price approved by the Secretary, but in no event less than \$1.50 per acre foot per annum. Water so rented shall be measured at the point or points of delivery from the project works and the District shall require water users to pay in advance therefor. The revenue derived therefrom shall be paid to the United States at the close of each month, and it shall, after deducting therefrom the United States' share of operation and maintenance costs, be credited to the District's obligation for such costs or be used to meet advances of operation and maintenance costs as required by the Secretary during the first period above referred to. The remainder of such revenue shall be treated as advances by the District of its share of operation and maintenance costs required during the early years' operations in the second period.

INSPECTION AND COST THEREOF

11. The Secretary may, at his election, cause to be made from time to time an inspection of the books, records, and papers of the District to ascertain whether the terms of this contract are being faithfully executed by the District. In the event of the transfer of project works, or any part thereof, to the District, as provided in Article 8(b), the Secretary may cause to be made from time to time, at his election, a reasonable inspection of the works so transferred.

The cost of said inspection shall be borne by the District, and shall be paid by the District to the United States annually on or before April 1 in the year next succeeding that in which the expense is incurred. Payment shall be on the basis of a statement submitted to the District by the Secretary no later than March 1 of the year in which payment is due.

COST OF REPAIRS AND REPLACEMENTS.
RESERVES THEREFOR.

12. (a) The costs of all repairs and replacements made in connection with the works referred to in Article 8(a) shall be borne by the United States. Those made in connection with the works referred to in Article 8(b) shall be borne by the District.

(b) The costs of repairs and replacements made in connection with those project works referred to in Article 8(c) shall be borne equally by the parties thereto; and each party's share of the costs of such repairs and replacements shall be treated as operation and maintenance costs as provided in Article 9; provided, that a reserve fund to meet major or extraordinary costs of repairs or replacements shall be established, and to the extent authorized by the Secretary, the District's share of such repair or replacement costs shall be met out of such funds, all in the following manner:

Beginning with the second year in the second period of operation described in Article 9, the District will pay five thousand dollars annually on or before December 31 into a reserve fund to be maintained in a separate account by the District in such Federal depository in Colorado as is satisfactory to the Secretary, and on terms satisfactory to him, until

\$50,000 is accumulated in said reserve fund. Thereafter, further annual deposits into said fund shall be made whenever withdrawals have reduced the fund below \$50,000, and until the fund has been again increased to \$50,000; but such annual deposits shall in no event exceed \$5,000.

The Secretary, in his discretion, may determine to meet the cost of a particular repair or replacement, in whole or in part, with advances or other withdrawals from the reserve fund. If advances are determined by the Secretary to be necessary, said advances may be required to be made to the United States in amounts not to exceed the estimated cost of the work to be done, as determined by the Secretary; provided that additional advances from the reserve fund may be required as the work progresses is, in the opinion of the Secretary, actual costs threaten to exceed estimated costs.

After completion of said repair or replacement, the Secretary shall conclusively determine the costs thereof and what part of the District's share of the cost shall be charged against the reserve fund and what part shall be otherwise charged to the District. Notice of this determination shall be given to the District within six months of completion of the work; and on the basis of these determinations the Secretary shall submit a statement to the District showing: (1) any balance due from the District. Any such balance due from the District shall be payable, as the Secretary may direct, from the reserve fund or other funds of the District. (2) the excess, if any, of advances from the reserve fund over the amount chargeable thereto as above provided. Such excess, if any, shall be an obligation of the United States to the District

and shall be paid to the District when appropriations are available therefor and shall be deposited in the reserve fund.

In the event the reserve fund is insufficient to meet the District's share of the cost of any repair or replacement or if the fund has been wholly exhausted, and if the Secretary determines that such particular repair or replacement should not be paid out of funds available for ordinary operation and maintenance, the United States will undertake the repair or replacement, and the District will reimburse the United States for one-half the actual cost thereof as determined by the Secretary on such terms as the Secretary may direct.

(c) With respect to any of the works described in Article 8(b) which have been transferred to the District, the United States shall have the right to enter therein for the purpose of making repairs or replacements when, in the opinion of the Secretary, the District has failed or is failing to make necessary repairs or replacements. The cost of such work shall be borne solely by the District. Payment therefor shall be made to the United States after the work has been completed within 90 days after statements of the actual cost, as determined by the Secretary, have been rendered to the District.

OVERHEAD EXPENSE

13. In determining the costs of operating and maintaining the project works described in Article 8(c) and those in Article 8(b) during operation and maintenance thereof by the United States, there shall be included as a part thereof such items for administration and general

expense incurred by the United States as are chargeable to such works in the opinion of the Secretary.

DEFINITION OF COSTS

14. The construction costs covered by the provisions of this contract shall be defined as embracing all expenditures of whatsoever kind or nature in connection with, growing out of or resulting from, the construction of the works, provided for in Article 4 including, but not limited by this enumeration, those costs of labor, material, equipment, investigations, engineering, legal work, superintendence, administration, overhead, rights of way, property and damages of all kinds, properly chargeable thereto, in the opinion of the Secretary.

MINIMUM LEVIES AND ASSESSMENTS.
DISPOSITION OF EXCESS REVENUES.

15. Annually, commencing with the initiation of the repayment period of this contract as provided in the first paragraph of Article 6, the District shall levy not less than one-mill tax on property within the District as authorized by the Water Conservancy District Act of Colorado, Chap. 266, Session Laws of Colorado, 1937; provided, that in the event a repayment period is commenced under Article 6, prior to the delivery of water under this contract, levies of one-half mill only will be required for such period. Levies and assessments for water allotted by the District for use under contract or otherwise, shall be made in an amount sufficient, together with the tax levy first above provided for, to meet the District's obligations to the United States under this contract as they accrue, but shall in no event be less than \$1.50 per acre-foot per annum

for water so allotted. It is further understood and agreed that the District shall exercise its full powers under the Water Conservancy District Act of Colorado to produce the funds necessary to meet in full its obligations under this contract.

If the aforementioned levies and assessments produce, in any year during the construction repayment period, more revenues than are necessary for that year to meet:

- (a) all payments to the United States required of the District in or prior to that year by the terms of this contract,
- (b) the payments required to be made by the District to Grand County by this contract, and
- (c) costs and expenses incurred by the District in its entire operation chargeable to that year, as certified to the Secretary by the Board of Directors of the District,

the excess shall be used first to accumulate and to maintain a fund not to exceed \$100,000.00 at any time to be retained by the District to be used as a contingent fund, but to be drawn on only with the approval of the authorized representative of the Secretary. All additional excess revenues shall be paid to the United States to be invested and reinvested by the Secretary in such United States bonds as may be selected by the District to be deposited by the Secretary in escrow with the Secretary of the Treasury. Funds so invested in bonds, including interest accruing thereto but less the costs incidental to the escrow, shall be applied against construction repayment instalments to come due during the last ten-year repayment

period, in accordance with the instructions to be given to the Secretary by the District.

PERMANENT RIGHT TO USE OF
WATER FOR IRRIGATION AND DOMESTIC USE

16. On payment of all construction repayments by the District as required by this contract, and compliance by the District with the covenants it is required to perform, the District shall have the perpetual rights to use all water, excluding water made available by the Green Mountain Reservoir and the water rights reserved in Articles 24 and 25 hereof, that becomes available through the construction and operation of this project, for irrigation, domestic, municipal, and industrial purposes, but excluding any and all uses for power. It is agreed and understood that the use of water made available by the project shall be primarily for irrigation and domestic uses; and that the manner of delivery shall be to this end. It is, however, expressly recognized, understood and agreed by the parties hereto that feasibility of the project and therefore development of the primary water uses are dependent upon a minimum annual transmountain flow of 255,000 acre-feet to be used both in generation of hydroelectric power and for said primary purposes. It is therefore understood and agreed that the United States shall have the privilege of flowing through the Continental Divide Tunnel not less than 255,000 acre-feet in any water year (being from November 1 of any year through October 31 of the succeeding year), at such rates of flow within any one year as may be determined by the Secretary.

Nothing in this Article defining the perpetual rights of the District shall, however, be construed as curtailing the right of the United States to refuse to deliver water as provided in Articles 21 and 30 in the event of default in payments of operation and maintenance charges by the District.

DISTRIBUTION AND USE OF WATER BY DISTRICT

17. The water furnished to the District by the United States under the provisions of this contract shall be distributed in full compliance with the applicable provisions of the National Reclamation Law, particularly the Warren Act of February 21, 1911 (36 Stat. 925) and regulations of the United States applicable thereto. It is understood and agreed that the District may dispose of part of its water to parties desiring to use the project water for domestic, municipal and industrial purposes as permitted by the Act of February 25, 1920 (41 Stat. 451), within the limitations provided for in this contract. The rights of the District and its assigns hereunder are, however, subject to all the provisions of Section 13 of the Boulder Canyon Project Act, approved December 21, 1928 (45 Stat., 1064).

POWER RESOURCES TO REMAIN
PERPETUALLY IN THE UNITED STATES

18. All power plants and appurtenant structures and facilities related thereto shall be and remain in the exclusive control, possession and ownership of the United States, and the United States shall have like rights to the water rights necessary to the operation of such plants, structures and facilities, subject to the provisions of Article 16. All

revenues, including miscellaneous revenues, from the use of power plants, appurtenant structures and facilities and from the use, sale or other disposal of power, in any form made available by the project shall be and remain the property of the United States, except that revenues arising from releases of water from Green Mountain Reservoir for power output in power plants existing at the date of this contract shall be disposed of pursuant to Article 22.

STATUS OF PROJECT WATER SUPPLY

19. The District will cause all water filings for the project made in its name or in its behalf to be assigned to the United States, and all water filings so assigned, or made by the United States for the project, shall be made and held subject to the provisions of Article 16, primarily for domestic, irrigation, municipal, industrial and recreational uses in the District and for such use in the development of hydro-electric energy by the United States as may be made of the waters thus appropriated in their storage, carriage, diversion and distribution to and for such domestic, irrigation, municipal, industrial and recreational uses.

There is also claimed and reserved by the United States for the use of the District for domestic, irrigation and industrial uses, all of the increment, seepage and return flow water which may result from the construction of the project and the importation thereby, from an extraneous source, to-wit, from the Colorado River watershed, of a new and added supply of water to average 320,000 acre feet, or more, annually, into the streams of the South Platte watershed from which the irrigable lands within the District derive their water supply; and the right is

reserved on behalf of the District to capture, recapture, use and re-use the said added supply so often and as it may appear at the stream intake headgates of ditches and reservoirs serving lands within the District.

Said captured, recaptured and return flow water shall be, by the Board of Directors of the District, allocated only to the irrigable lands within the District already being partially supplied with water for irrigation, using as a basis for such allocation the decreed priorities existing at the date of this contract, and without other or additional consideration or payments by the owners of such lands therefor; provided no such captured, recaptured or return flow water shall be taken and held as supplying any appropriation or decreed priority of any such ditch or reservoir.

Any overplus of such captured, recaptured and return flow water shall be rented, sold or disposed of for domestic, irrigation and industrial uses within the District, at such times under such conditions, and upon such terms as the Board of Directors of the District may, from time to time, determine.

It is understood and agreed that the United States does not abandon or relinquish any of the increment or seepage or return flow water coming from the irrigation of lands or other uses supplied with water from or through the works constructed by the United States, but that the same is reserved and intended to be retained for the use and benefit of the District.

RIGHTS OF WAY

20. The United States shall not be obligated to commence construction on any feature of the project until all rights of way, other than over public lands of the United States, required for that feature have been secured or valid contracts entered into covering the purchase thereof.

The District shall negotiate for the purchase of all rights of way, using in connection therewith such forms of contracts, deeds and other necessary papers as may be required by the United States, and purchases shall be only at prices that are satisfactory to the Secretary. Title shall be taken in the name of the United States, and on procuring execution of the necessary contracts, deeds and other papers, they shall be transmitted by the District to the United States by whom payment will be made, after title has been found satisfactory in the opinion of the Secretary.

Where rights of way cannot be purchased by agreement, the District will, unless otherwise directed by the Secretary, procure them by condemnation; provided, that awards in condemnation suits shall not be paid until the amount thereof has been approved by the Secretary. Immediately after title is vested in the District and payment of the award has been made, the District will convey titles so acquired to the United States and shall be paid therefor by the United States an amount equal to the award.

Expenses incurred by the District in connection with acquisition above provided for shall, to the extent approved by the Secretary, be paid to the District on the basis of annual statements

submitted at the close of each calendar year, and shall be chargeable as part of the construction costs.

REFUSAL OF WATER IN CASE OF DEFAULT

21. The United States reserves the right to refuse to deliver water to the District in the event of the default for a period of more than twelve months in any payment due the United States from the District, and for that purpose may take over the control of any or all of the transferred works. Instead of refusing the delivery of water to the District, the United States may, at its option, reduce the amount of water delivered. The District shall refuse water service to any and all lands which may be in default, and to any and all water users who may be in default, for more than twelve months in the payment to the District of any assessments, construction, operation and maintenance, or other charges of the District levied or established by the District for the purpose of raising revenues to meet the payment of construction or other charges due to the United States from the District under this contract. The provisions of this article are not exclusive and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of any amounts due hereunder.

DISPOSITION OF MISCELLANEOUS REVENUES

22. Miscellaneous revenues arising out of use of project works facilities and other properties, subject to Article 18, shall be credited to the cost of construction of the project until such time as the final determination of construction costs has been made by the Secretary as provided in Article 6, and thereafter shall be credited equally to the District

and the United States; provided, however, that all revenues derived from the carriage of other than project water through the Continental Divide Tunnel shall be the property of the District.

LEVY OF TAXES AND ASSESSMENTS AND FIXING OF RATES AND TOLLS

23. The District agrees that it will cause to be levied and collected all necessary taxes and assessments and cause to be fixed or established all necessary charges, rates and tolls and will use all powers and resources of the District, including the taxing power of the District and the power to withhold delivery of water to collect and pay to the United States all charges provided in this contract in full at their maturity.

WATER FOR ROCKY MOUNTAIN NATIONAL PARK

24. There is hereby understood and agreed that the United States shall have the right to permit the release of a sufficient amount of water made available by the project works, without charge to the National Park Service, not to exceed a total of three second-feet of water at Granby Reservoir pumping plant No. 1 or other points on the project works, said releases to be made to permit the use in Rocky Mountain National Park of a like amount of water for irrigation, culinary, domestic or related purposes; provided that additional project water shall be released at the same points without charge to permit the use of additional water if needed for culinary domestic or related uses in said Park; and provided further that the United States through the National Park Service may make, without objection by the District, such additional non-consumptive uses of water as it deems necessary so long as such use does not render the water

unavailable to the project, allowing for slight consumptive loss
unavoidably incident to such non-consumptive uses.

SALE OF WATER TO THE TOWN OF ESTES PARK, COLORADO
AND TO OTHERS OUTSIDE THE DISTRICT

25. The District agrees that the United States may dispose
of to the Town of Estes Park, Colorado, for domestic purposes up to but
not to exceed 500 acre feet of water per annum, the perpetual use of which
the District is acquiring under the provisions of this contract.

It is agreed that such part of the project water supply as, in
the opinion of the Secretary, may not be required for irrigation and
domestic use in the District may be disposed of for irrigation and domestic
uses outside the District, either by direct diversion and use or by means of
exchange. Any such disposal of water shall be by contract on such terms
as the Secretary may fix, subject to the approval of the Board of Directors
of the District.

SALES OF POWER TO AND WITHIN THE DISTRICT

26. The United States will furnish from Power Plant No. 1 or
any other power plants constructed by it, delivered to, and metered at the
Granby Pumping Plant sufficient electrical power for the operation thereof
at the rates to be established for secondary power, but not to exceed 1.8
mills per kilowatt hour.

The United States will also reserve for and supply to the
District sufficient electrical power for the operation of the North Poudre
Pumping Plant at as favorable rates as may be established by the United
States for like service to other electrical power consumers.

The United States further agrees to furnish to the District and to cities, towns and other public corporations within the District electrical power at as favorable rates as established by the United States for other consumers for like service, giving preference to such entities, so long as the United States has electrical power undisposed of and available for disposition. All power will be furnished and metered at the most available point or points on the transmission lines owned by the United States.

PROTECTION OF WESTERN SLOPE INTERESTS

27. It is understood and agreed that the Project will be constructed and operated and maintained by the United States and the District so that the interests on the WESTERN SLOPE OF THE CONTINENTAL DIVIDE IN COLORADO will be protected in respect to the several matters and in the manner outlined under the heading "Manner of Operation of Project Facilities and Auxiliary Features" in Senate Document No. 80 of the First Session of the 75th Congress of the United States.

EXCESS LANDS

28. It is understood that the provisions of the act of February 21, 1911 (36 Stat. 925) and Section 46 of the Act of May 25, 1926 (44 Stat. 636, 649) with regard to the appraisal and sale of and supplying water to excess irrigable areas in single ownerships shall govern the parties hereto and all lands to receive water from this project.

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

29. On account of drouth, inaccuracy in distribution or other causes, there may occur at times a shortage in the quantity of water

which normally would be available through and by means of said Colorado-Big Thompson Project and appurtenant and incidental works constructed in connection therewith, and in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom and the payments to the United States provided for herein shall not be reduced because of any such shortage or damage.

ALL BENEFITS CONDITIONED UPON PAYMENT

30. Should any assessment or assessments required by the terms of this contract and levied against any tract of land, or water user in the District to be held irregular or void, or the District or its officers be enjoined or restrained from making or collecting any assessments upon such land as provided for herein, then such tract shall have no right to any of the benefits of this contract and no water made available from the works constructed by the United States shall be delivered to or for such tract of land. Should the District fail to levy or collect the necessary taxes and assessments to pay to the United States the amounts herein agreed to be paid, or should any such levy of taxes or assessments made by the District prove to be irregular or void, then the Secretary may proceed to assess the construction and operation and maintenance charges for the use of water, in the manner provided in the said Federal Reclamation Laws and may require payment thereof as a condition precedent to the delivery of water, or may himself make an apportionment of any construction or operation and maintenance indebtedness for the District to the United States among the various users of water under contract in the District and

may issue public notices to the full extent authorized under any of said Federal Reclamation laws; and the Secretary may, by notice to the District, require that no water furnished from any works constructed by the United States shall be delivered to or for any tract or tracts of land or water users in the District until the construction and operation and maintenance charges at the rates and upon the terms and conditions provided for herein, or in the said public notices hereafter issued, shall have been paid or prepaid to the United States. Contracts between the District and the water users for the use and distribution of the water from the said project shall provide that such use and distribution shall be subject to the terms of this contract. In the event that any assessment levied by the District for the purpose of meeting the payments provided for in this contract is found to be irregular or void on account of the failure or neglect of the District to comply with any legal requirement, or on account of any legal defect in the proceedings of the District, the District is hereby authorized as fiscal agent of the United States to collect from the land on which such defective assessment is levied, or from the owners thereof and other users of water under contract, its proportionate share of the charges provided herein and to require payment or prepayments thereof as a condition precedent to the delivery of water; and the District shall promptly pay over all such construction collections to the United States and also such operation and maintenance or rental charges (if any) as are due to the United States. It is further agreed and understood that the payment of construction and operation and maintenance charges at the rates and upon the terms and conditions provided for herein, or in the public notices provided for herein

and applicable to the lands in questions and other users of water under contract, is a prerequisite to the right to receive water from any of the works constructed by the United States; and no irregularity in levying taxes or assessments by the District, nor lack of authority in the District, whether affecting the validity of District taxes or assessments or not, shall be held to authorize or permit any water user of the District to demand or receive water made available through irrigation works constructed by the United States, unless construction and operation and maintenance charges at the rates and upon the terms and conditions provided for herein and in said public notices have been paid by such water user.

INTEREST UPON DELINQUENCY IN PAYMENT

31. Every instalment of money required to be paid by the District under this contract, which shall remain unpaid after the same shall have become due, shall bear interest at the rate of six per centum (6%) per annum until paid, and the District hereby agrees to pay said interest. Assessments levied by the District and delinquent will be subject to the penalties provided in the State Law.

COMPETENT SUPERINTENDENCE REQUIRED

32. Until the District's share of construction costs has been paid and thereafter so long as any of the works owned by the United States are operated by the District, the District will provide, at compensation adequate in the opinion of the Secretary, competent supervision, management and personnel for the operation of any works transferred to it for operation and maintenance. There shall be employed as a superintendent of such works a person, competent and suitable in the

opinion of the Secretary. Upon notice from the Secretary that any Superintendent employed by the District in charge of such works is unsatisfactory, the District will promptly terminate the employment and will employ a superintendent who is competent and suitable in the opinion of the Secretary.

CROP REPORTS

33. The District in so far as possible, shall keep a reasonably accurate record of all crops raised on, and agricultural or livestock products produced from, and revenues arising out of agricultural and conservation practices undertaken on land supplied with water from the District's water supply and shall furnish the Secretary on or before December 31 of each year a crop report including the aforesaid data.

INSPECTION OF BOOKS AND RECORDS

34. Each party hereto shall have a right, subject to governing Federal laws and regulations, during office hours to inspect and to make copies of the other party's books and official records relating to the charges required to be paid by the District.

CHANGES IN ORGANIZATION OF DISTRICT

35. While this contract is in effect, no change will be made in the District, either by the inclusion or exclusion of lands, by consolidation or merger with another District, by proceedings to dissolve or otherwise, except upon the written assent thereto of the Secretary.

BIRD RESERVE OR WILD LIFE REFUGE

36. Should the United States Biological Survey of the Department of Agriculture desire to establish and maintain bird reserves

or wild life refuges upon the land acquired for the reservoirs constructed hereunder it shall be permitted to do so and the District shall be governed by the request of said Survey so far as required by the agreement entered into between the Secretary of the Interior and the Secretary of Agriculture for the establishment and maintenance of bird reserves or wild life refuges on Federal Reclamation projects, a copy of which agreement is attached hereto as Exhibit "A" and made a part hereof. The District further agrees that without the consent of the Secretary of the Interior or other proper officer of the United States, the water levels in reservoirs created by the construction of the dams covered by this contract will not be drawn below a content of 1,000 acre feet in any reservoir.

TITLE TO REMAIN IN THE UNITED STATES

37. Title to all of the works constructed by the United States under this contract shall be in and remain in the name of the United States until otherwise provided for by Congress, notwithstanding that some of the works may be transferred to the District for operation and maintenance.

ASSURANCES RELATING TO VALIDITY OF CONTRACT

38. The execution of this contract shall be authorized by the qualified electors of the District at an election held for that purpose. Thereafter, without delay, the District shall prosecute to final judgment and decree proceedings in court for a judicial confirmation of the proceedings authorizing the execution of this contract by the District, and for a judgment and decree adjudging this contract legal and valid and

binding upon the District. The District shall furnish the United States for its files certified copies of such confirmation proceedings and copies of all proceedings relating to the organization of the District and to the election upon the contract.

RULES AND REGULATIONS

39. The Secretary reserves the rights, so far as the purport thereof may be consistent with the provisions of this contract, to make rules and regulations, and to add to and modify them, as may be deemed proper and necessary to carry out the true intent and meaning of the law and of this contract and to cover any details of the administration or interpretation of the same which are not covered by express provisions of the contract, and the District agrees to observe such rules and regulations; provided, that rules and regulations pertaining to release or delivery of water from reservoirs for District uses shall not be adopted or changed until after consultation with the District's Board of Directors.

SECRETARY ARBITER OF DISPUTES
INVOLVING QUESTIONS OF FACT

40. In the event of disputes between the parties thereto arising out of this contract involving questions of fact, and in so far as the provisions hereof require a determination of fact to be made, the Secretary is hereby designated as the arbiter of such questions and as the one required to make such determination of facts and his decision thereon shall be conclusive as against the parties hereto.

CONTINGENT UPON APPROPRIATIONS

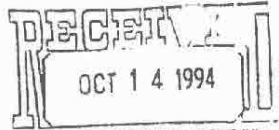
41. If the operation of this contract extends beyond the current fiscal year or exceeds in volume the amount of money made available for its completion through appropriations by Congress, it is understood that this contract is made contingent on Congress making the necessary appropriations for expenditures hereunder after such current year has expired or after such previous appropriations have been exhausted. In case such appropriations as may be necessary to carry out this contract are not made, the District hereby releases the United States from all liability due to such appropriations not being made.

RESPONSIBILITY FOR INTERRUPTION

42. In event the performance, in whole or in part, of the obligations of the respective parties under this contract, is hindered, interrupted, or prevented by war, strikes, lockouts, fire, act of God, or by other similar or different acts of civil or military authorities, or by any cause beyond the control of the respective parties hereto, whether similar to the causes herein specified or not, the obligations of the respective parties under this contract shall be suspended to the extent and for the time that performance thereof is prevented or affected by such hindrance, interruption or prevention, but due diligence shall be observed by the respective parties hereto, so far as lies in their power, in performing their respective obligations under this contract.

OFFICIALS NOT TO BENEFIT

43. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to



APPENDIX _

DISTRICT COURT, WATER DIVISION NO. 1, STATE OF COLORADO

Case No. W-8439-76 (W-8788-77) (Reserved Rights Claims for Rocky Mountain National Park)

DECREE

IN THE MATTER OF THE APPLICATION OF

THE UNITED STATES OF AMERICA FOR RESERVED WATER RIGHTS IN ROCKY MOUNTAIN NATIONAL PARK

IN BOULDER AND LARIMER COUNTIES.

1. On December 30, 1976, the United States of America ("United States") filed its original general application for federal reserved and other water rights (Case No. W-8439-76) in Water Division No. 1, which was duly published.

2. On December 29, 1977, the United States filed a more specific amended application for federal reserved water rights for Rocky Mountain National Park (Case No. W-8788-77), which was duly published. The application included claims for instream flows and lake levels, as well as claims for present and future administrative uses within the park.

3. On October 4, 1984, the United States filed an amended application in Case No. W-8788-77, setting forth its claims for federal reserved water rights for Rocky Mountain National Park in more detail. That application was duly published.

4. The United States and Objector Northern Colorado Properties, Inc., both filed motions for summary judgment and declaratory judgment concerning various issues in this case. On December 8, 1992, nunc pro tunc November 13, 1992, this Court entered an order determining some of the disputed issues. On December 29, 1993, this Court entered an order on the remaining issues raised by the motions for summary judgment. This decree implements those orders.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

5. The name, address and telephone number of the claimant:

United States of America
c/o Department of Justice
Environment and Natural Resources Division
599 18th Street, Suite 945
Denver, CO 80202
(303) 294-1900

6. The United States has the following reserved water rights for Rocky Mountain National Park:

a. Source of water: tributaries of the South Platte River, including the Cache La Poudre, Big Thompson, and North St. Vrain watersheds situated within Water Division No. 1, including all perennial and intermittent streams and springs, seeps, lakes and ponds, groundwater, and other natural sources of water.

b. Place of Use: Rocky Mountain National Park, as hereinafter defined.

c. Amount of Water: All waters within Rocky Mountain National Park that were unappropriated as of the dates of the reservations hereinafter set forth, including all surface and ground waters, which are to be maintained in their natural condition, subject to present and future administrative and fire fighting uses necessary to fulfill reservation purposes. Such present and future administrative and fire fighting uses are set forth in Schedule A, hereto annexed.

d. Priority date:

i. January 26, 1915, for waters on all federal lands within Water Division No. 1 that have been continuously within the boundaries of Rocky Mountain National Park since they were "reserved and withdrawn from settlement, occupancy, or disposal under the laws of the United States" for Rocky Mountain National Park by the Act of January 26, 1915 (38 Stat. 798), the metes and bounds being fully described in that Act, a copy of which is attached to this Decree as Schedule B.

ii. February 14, 1917, for waters on all federal lands within Water Division No. 1 that have been continuously within the boundaries of Rocky Mountain National Park since they were "reserved and withdrawn from settlement, occupancy, or disposal under the laws of the United States" for Rocky Mountain National Park by the Act of February 14, 1917 (39 Stat. 916), the metes and bounds being fully described in that Act, a copy of which is attached to this Decree as Schedule C.

iii. December 22, 1980, for waters on all federal lands within Water Division No. 1 that have been continuously within the boundaries of Rocky Mountain National Park since they were added to the Park by Sections 111(a) and 111(c) of the Act of December 22, 1980 (94 Stat. 3265), a copy of which sections is attached to this Decree as Schedule D.

e. Purposes and Uses: As set forth in the Rocky Mountain National Park Act of January 26, 1915, 38 Stat. 798 (16 U.S.C. Section 195), and the National Park Service Act of August 25, 1916, 39 Stat. 535 (16 U.S.C. Section 1). The National Park Service Act provides that the park's purpose is "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations."

7. The Court makes no ruling at this time with respect to claims of the United States for reserved water rights for national forest purposes under the Forest Service Organic Act of 1897, 16 U.S.C. Section 475 (1988).

8. The United States is entitled to its true dates of priority for the claims granted in this decree, regardless of the provisions of Section 37-92-306, C.R.S.

9. The United States may not obtain a priority for Mirror Lake for park purposes senior to December 22, 1980, and therefore the claim for park purposes on that land added to the park on December 22, 1980, is junior to the conditional decree for Mirror Lake, owned by Northern Colorado Properties, Inc., and decreed in Case No. W-398. Cascade Creek flows from Mirror Lake into the National Park. This Court makes no determination at this time whether the United States has or may make any claim to Mirror Lake or Cascade Creek for national forest purposes or whether the rights granted herein to Rocky Mountain National Park on Cascade Creek affect or are affected by the conditional water right held by Northern Colorado Properties, Inc., Case No. 82-CW-404 (W-398).

10. This decree is subject to the Stipulation between the United States and the Mountain Prairie Girl Scout Council dated August 30, 1993; the Stipulation between the United States and the Town of Estes Park, Colorado, dated October 29, 1992; the Stipulation between the United States and the Water Supply and Storage Company dated October 15, 1992; and the Stipulation between the United States and the City of Longmont, Colorado, dated July 17, 1992, copies of which are attached to this Decree as Schedules E, F, G and H respectively.

11. Except as hereinabove provided in paragraphs 7 and 9, this judgment and decree constitutes the final adjudication of all claims of the United States for reserved rights in Water Division No. 1 for Rocky Mountain National Park pursuant to the Rocky Mountain National Park Act of 1915, 16 U.S.C. Section 191, et seq; the National Park Service Act of 1916, 16 U.S.C. Section 1, et seq; the Act of February 14, 1917, 16 U.S.C. Section 192;

and the Act of December 22, 1980, 16 U.S.C. Section 192b-9; and any act or acts of Congress approved prior to October 4, 1984.

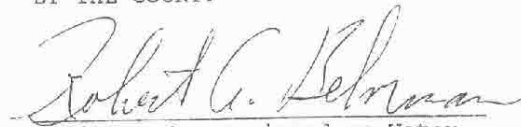
12. The Court determines that there is no just reason for delay and expressly directs that this shall constitute and be entered as a final judgment of this Court, pursuant to Rule 54(b), C.R.C.P.

13. This decree shall be effective so long as such lands remain within Rocky Mountain National Park; provided, however, that in the event that such lands or any portion thereof no longer form part of Rocky Mountain National Park but remain under federal ownership, this Court retains jurisdiction to determine the continued applicability of this decree to the lands no longer forming part of Rocky Mountain National Park. This Court also retains jurisdiction to make the determinations specifically not determined herein as set forth in paragraphs 7 and 9 hereof.

14. The Water Clerk shall serve a copy of this Decree upon the parties, the Division Engineer, Water Division No. 1, and the State Engineer.

DATED this twelfth day of October, 1994.

BY THE COURT:

A handwritten signature in cursive script, reading "Robert C. Behrman". The signature is written in dark ink and is positioned above the printed title.

Senior Judge assigned as Water
Judge by authority of the Chief
Justice.

SCHEDULE A

PRESENT AND FUTURE ADMINISTRATIVE USES INCLUDING FIREFIGHTING

I. Present Administrative Uses

Larimer County

(All legal descriptions refer to the 6th P.M.)

- a. Name of Structure: NPS Longs Peak Ranger Station Well.
Legal Description: In the NW 1/4 NW 1/4, Section 34, T4N, R73W.
Source: Alpine Brook, tributary to North Saint Vrain Creek
Depth of Well: 270 feet
Date of Reservation: January 26, 1915
Use of Water: Domestic
Amount Claimed: 10 gpm
- b. Name of Structure: NPS Longs Peak Campground Water System
Legal Description: At a point whence the West 1/16 corner of Sections 27 and 34, T4N, R73W bears N 21° 38' E, 1505.13 ft.
Source: Alpine Brook, tributary to North St. Vrain Creek
Description of Structure: Surface diversion
Date of Reservation: January 26, 1915
Use of Water: Recreation, Fire fighting
Amount claimed: 220 gpm
- c. Name of Structure: NPS Twin Owls Well
Legal Description: In the SW 1/4 NE 1/4, section 13, T5N, R73W.
Source: Black Canyon, Tributary to Big Thompson River
Depth of Well: 171 feet
Date of Reservation: January 26, 1915
Use of Water: Domestic
Amount Claimed: 5 gpm
- d. Name of Structure: NPS Twin Owls Pipeline No. 1
Legal Reservation: At a point whence the SE corner of Section 13, T5N, R73W, bears S 21° 09' E, 4287.5 feet.
Source: Black Canyon, tributary to Big Thompson River
Description of Structure: Surface diversion
Date of Reservation: January 26, 1915
Use of Water: Recreation, Fire fighting
Amount Claimed: 40 gpm

SCHEDULE A (Continued)

PRESENT AND FUTURE ADMINISTRATIVE USES INCLUDING FIREFIGHTING

- e. Name of Structure: NPS Twin Owls Pipeline No. 2
 Legal Description: At a point whence the SE corner of Section 13, T5N, R73W, bears S 32° 16' E 3704.3 feet.
 Source: Black Canyon, tributary to Big Thompson River
 Description of Structure: Surface diversion
 Date of Reservation: January 26, 1915
 Use of Water: Recreation, Fire fighting
 Amount Claimed: 20 gpm
- f. Name of Structure: NPS Fall River Pass Water System
 Legal Description: At a point whence the NE corner of Section 1, T5N, R75W, bears N 21° 48' E. 549 feet.
 Source: Fall River, tributary to the Big Thompson River
 Description of Structure: Surface diversion
 Date of Reservation: January 26, 1915
 Use of Water: Domestic
 Amount Claimed: 50 gpm
- g. Name of Structure: NPS Fall River Entrance Pipeline
 Legal Description: At a point whence the NE corner of Section 17, T5N, R73W bears S 70° 49' E, 1700.47 feet.
 Source: Bighorn Creek, tributary to Big Thompson River
 Description of Structure: Surface diversion
 Date of Reservation: January 26, 1915
 Use of Water: Fire fighting
 Amount Claimed: 56 gpm
- h. Name of Structure: NPS Lower Hidden Valley Well
 Legal Description: At a point whence the SE 1/16 corner of Section 14, T5N, R74W, bears N 54° 58' W, 2498.77 feet.
 Source: Hidden Valley Creek, tributary to Big Thompson River
 Depth of Well: 20 feet
 Description of Structure: Well
 Date of Reservation: January 26, 1915
 Use of Water: Domestic, Fire fighting
 Amount Claimed: 44 gpm

SCHEDULE A (Continued)

PRESENT AND FUTURE ADMINISTRATIVE USES INCLUDING FIREFIGHTING

Boulder County

- a. Name of Structure: NPS Wild Basin Pipeline
 Legal Description: At a point whence the 1/4 corner between Sections 21 and 22, T3N, R73W, bears N 71° 14' E, 2174.79 feet.
 Source: Hunters Creek, tributary to North Street Vrain Creek
 Description of Structure: Surface diversion
 Date of Reservation: January 26, 1915
 Use of Water: Domestic, Recreation, Fire fighting
 Amount Claimed: 107 gpm

II. FUTURE CONSUMPTIVE USE CLAIMED BY THE UNITED STATES FOR ROCKY MOUNTAIN NATIONAL PARK

In order to accommodate all unforeseen needs, the United States is entitled to a water right for future diversions and impoundments in an amount equal to twice the total cumulative amounts of water currently used in that portion of the part located within Water Division I. It is estimated that approximately 75 acre-feet of water is consumed at present on the east side of the park.

Visitation to the park has increased by about 3% annually for the last decade. Water must be provided to meet the needs of these and future park visitors as well as additional administrative uses. Nevertheless, use of the park cannot continue to grow unabated. It is reasonable to assume that limitations will be eventually placed on park use and thus, an additional 150 acre-feet of water should be sufficient to meet future needs.

If and before additional future diversions are made on reserved land, the United States will notify the State Engineer and the Water Court in writing regarding the location and type of use, the source of the water and the amount of water required for the particular use.

III. REPORTING

The United States will submit a report to the State Engineer annually, or as reasonably necessary, indicating the amount of water used under Schedule A.

Docket Information

Number of Documents in Docket 72

Documents Dated from 10/12/1994 to 6/14/2011

Docket Compiled: 6/27/2012