

AUGMENTATION CERTIFICATE
Ownership Transfer
Number 0428

KNOW ALL MEN BY THESE PRESENTS that:

DANIEL P. THOMPSON & MARILEE A. THOMPSON

whose address is: 7696 Oak Street, Arvada, CO 80005

have applied for and paid for the following augmentation water pursuant to the terms and conditions of Judgments and Decrees held by the Upper Arkansas Water Conservancy District and its Upper Arkansas Water Activity Enterprise ("UAWCD"):

Location of structure to be augmented:

SW ¼ of the SW ¼, Section 35, Township 49 North, Range 10 East, N.M.P.M.,
at distances of 290 ft. from the South section line, and 320 ft. from the West section line.
at GPS location, in UTM Format, Zone 13 Easting: 426506, Northing: 4256104
Lot 2, Laird/Baptist Church Lot Line Adjustment Subdivision
Property Address: 42 Holiday Hills Blvd., Howard, Fremont County, Colorado 81233

Amount of augmentation water: .100 acre foot

Type of structure to be augmented: Well

Use for which augmentation is granted: Commercial: Church activities, 1500 square feet of lawn or garden, ZONE B

Pursuant to the judgments and decrees held by UAWCD and administrative rules and regulations of UAWCD, UAWCD shall deliver the augmentation water for use by the Certificate Holder, subject to physical and legal availability, the terms and conditions of the applicable judgments and decrees, and the following terms and conditions:

1. The Certificate Holder shall install and maintain a totalizing flow meter to measure the quantity of water flowing from Certificate holder's water structure (well) and to measure water flowing into Certificate holder's water structure (pond), and any other measurement device as may be required by the State pursuant to the applicable judgments and decrees. A written confirmation of such water flow shall be furnished to UAWCD not less frequently than annually at UAWCD office, 339 E. Hwy 50, PO Box 1090, Salida, Colorado.

2. The Certificate Holder shall pay to UAWCD at its office in Salida, Colorado, annually, an amount of ~~\$165.00~~ as the annual storage and maintenance fee. Such fee is due and shall be paid on or before March 15th of each year. UAWCD has the right and authority to increase or decrease such annual storage and maintenance fee upon ninety (90) days prior written notice to Certificate Holder at Certificate Holder's address herein, or such other address as Certificate Holder may advise UAWCD in writing. UAWCD may withhold the delivery of water for Applicant for any defaults or delinquencies of payment of any fees, charges, and assessments. The right of Certificate Holder to use water pursuant to this Certificate shall be subject to permanent forfeiture for failure to pay fees, charges, installments, or assessments, that from time to time may become due or upon default or failure to comply with this agreement. UAWCD's Board may declare such forfeiture to UAWCD and may resell, lease, or otherwise dispose of the water or right to use water upon which forfeiture has been declared, after making demand for the amount due either in person or by written or printed notice duly mailed to the last known address of Applicant at least thirty days prior to the time the forfeiture is to take effect. Notice will be given to the County, the State Engineer and Division of Water Resources, that such right to use water pursuant to this agreement has been forfeited and/or that the delivery of water has been withheld. All remedies herein or elsewhere provided for the collection of delinquencies shall be cumulative, and the exercise of one or more of such remedies shall not prevent UAWCD from invoking other remedies provided by law.

3. Upon transfer of the augmented structure or transfer of the real property associated with or on which the augmented structure is located, the Certificate Holder shall pay all fees and charges owed to UAWCD. The Certificate Holder may assign the right to the augmentation water only to a successive owner of the real property and water structure described above. The Certificate Holder must notify UAWCD in writing of any such assignment and provide UAWCD with a copy of an assignment and assumption of rights and obligations within 60 days of such assignment. If full assignment and assumption of the Certificate Holder's rights and obligations related to the use of such water is not made upon the transfer of such real property and water structure, all rights and obligations of all parties related to the provision of such augmentation water shall immediately terminate without further notice.

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

5. Provision of the augmentation water and inclusion in UAWCD's augmentation plan(s) is subject to application and approval procedures described in UAWCD's augmentation decrees and the terms and conditions of applicable judgments and decrees and laws including approval of the Office of the Colorado State Engineer. UAWCD shall not be responsible for failure to deliver or provide the augmentation water due to conditions beyond UAWCD's control, including natural conditions resulting in physical or legal unavailability.

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

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

Issued this 28th day of May, 2014.

UPPER ARKANSAS WATER CONSERVANCY DISTRICT

By Robert M. Campbell
Chairman

