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

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

To: _____

Address: _____

Signed the _____ day of _____ 20____

Transferor

Transferor

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

RECEIPT AND AGREEMENT

1. The undersigned Transferee hereby acknowledges and assumes the rights and obligations noted for the use of augmentation of water for the structure(s) associated with Certificate Number _____ and agrees to the terms and conditions of the Certificate, including but not limited to the following terms and conditions:

2. Measurement; Reporting; Excess Diversion Fee. The Transferee shall install and maintain a totalizing flow meter (or such other measuring device as may be approved by the Upper Arkansas Water Activity Enterprise "UAWAE" and the Division Engineer) to measure the quantity of water diverted by Transferee's water structure, and any other measurement device as may be required pursuant to the applicable judgments and decrees. Written certification of the accuracy of the measuring device shall be provided upon installation and at such other reasonable interval as UAWCD may require. A written report, in a form acceptable to the UAWAE, confirming the quantity of water diverted shall be furnished to the UAWAE upon demand and not less frequently than annually at UAWAE office, 339 E. Hwy 50, Salida, Colorado. If Transferee exceeds the annual allowable quantity of water for uses described herein UAWAE shall assess an "Over-Pumping Fee" at the rate of \$0.005 per gallon of excess or a minimum of \$50.00. Upon the occurrence of subsequent over use the over pumping fee will apply and additional units of augmentation must be purchased to prevent further over use. At the discretion of UAWAE, the rate of such fee may change without notice to the Transferee. Additionally, the right of the Transferee to use water pursuant to this agreement shall be subject to permanent forfeiture for over pumping their allocation based upon the amount of augmentation purchased for the uses described herein or for applying water to uses other than those approved herein.

A. Shared Structures. A separate measuring device and separate meter reporting is required for each owner of a shared augmented structure (any structure that serves uses on separate parcels that are not under common ownership) subject to all the terms provided herein. Failure to comply with any of the provisions of this agreement by any one of the users of the augmented shared structure shall subject the entire structure to permanent forfeiture of augmentation as provided herein.

3. Annual Storage and Maintenance Fee. Transferee shall pay to UAWAE at its office in Salida, Colorado, annually, an amount of \$165.00 per augmentation unit as the annual storage and maintenance fee. Such fee is due and shall be paid on or before **March 15th of each year**. UAWAE has the right and authority to increase or decrease such annual storage and maintenance fee upon ninety (90) days prior written notice to Transferee at Transferee's address herein, or such other address as Transferee may advise UAWAE in writing.

4. Breach; Remedies. UAWAE may withhold the delivery of water for Transferee for any breach of this agreement by Transferee, including but not limited to any delinquency in payment of any fees, charges, and assessments, failure to provide and confirm meter readings, or for exceeding the annual allowable quantity of water for uses described herein. The right of the Transferee to use water pursuant to this agreement shall be subject to permanent forfeiture for failure to pay fees, charges, installments, or assessments that from time to time may become due or upon default or failure to comply with this agreement. UAWCD's Board may declare such forfeiture to UAWAE and may resell, lease, or otherwise dispose of the water or right to use water upon which forfeiture has been declared, after making demand for the amount due either in person or by written or printed notice duly mailed to the last known address of Transferee at least thirty days prior to the time the forfeiture is to take effect. Notice will be given to the County, the State Engineer, and the Division of Water Resources, that such right to use water pursuant to this agreement has been forfeited and/or that the delivery of water has been withheld. All remedies herein or elsewhere provided for the collection of delinquencies shall be cumulative, and the exercise of one or more of such remedies shall not prevent UAWAE from invoking other remedies provided by law.

5. Transfer. Transferee, upon transfer of ownership of the structure to which the augmentation units apply, shall pay all fees and charges owed to UAWAE within 60 days of such transfer, **and notify UAWAE in writing of the ownership transfer**. Upon payment of said fees and charges, Transferee may assign the right to use the augmentation water only to a successive owner of the structure. Transferee must notify UAWAE of any such assignment and provide UAWAE with a copy of an assignment and assumption of rights and obligations within 60 days of such assignment. If full assignment and assumption of Transferee’s rights and obligations related to the use of such water is not made upon the transfer of ownership of the augmented structure, UAWCD shall have the right to terminate this agreement without further notice, in which case all rights and obligations of all parties related to the provision of such augmentation water shall immediately terminate.

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

7. Approval by State Engineer Required. Provision of the augmentation water and inclusion in UAWAE’s augmentation plan(s) is subject to application and approval procedures described in UAWAE’s augmentation decrees and the terms and conditions of applicable judgments and decrees and laws including approval of the Office of the Colorado State Engineer.

8. Non-Refundable Fees. All application, storage and maintenance charges are non-refundable. Upon approval by the Office of the Colorado State Engineer of any augmented structure(s) for which augmentation application is made herein or one year from the date of this Augmentation Application, whichever occurs first, the augmentation water fee shall no longer be refundable. The augmentation water fee may become non-refundable prior to approval of the State Engineer and inclusion in the UAWAE’s augmentation plan. All fees are a full take-or-pay obligation of the Applicant, meaning that the Applicant is responsible for the full amount of the fee regardless of the amount of augmentation required by Applicant in any particular year. If Applicant does not require the full amount of augmentation purchased in any year, Applicant shall not be entitled to any refund or credit, and shall not be entitled to carryover unused augmentation water to any ensuing year.

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

10. Force Majeure. UAWAE shall not be responsible for failure to deliver or provide the augmentation water due to conditions beyond UAWAE’s control, including natural conditions resulting in physical or legal unavailability.

11. No Warranty. UAWAE does not warrant the quality of the augmentation water for any type of human, animal, or plant consumption.

12. Right to Return Flows. UAWAE retains the sole right to any successive use of augmentation water and to any return flows from any augmented diversion.

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

Transferee: _____

Date: _____

Transferee: _____

Date: _____

COMPLETE ALL PAGES, SIGN, AND INITIAL

REV: 12/27/2021

Notice of Transfer and Receipt

INITIAL _____