RESOLUTION BY THE REPUBLICAN RIVER COMPACT ADMINISTRATION APPROVING ACCOUNTING ADJUSTMENTS AND AGREEMENTS RELATED TO THE OPERATION OF HARLAN COUNTY LAKE IN 2015

Be it hereby resolved that the Republican River Compact Administration ("RRCA") approves the following Republican River Compact accounting ("Compact Accounting") adjustments for 2015. To the extent that the Compact Accounting performed by the RRCA for the accounting years affected by this resolution is also affected by any other changes to the Accounting Procedures that have been, or are, adopted by the RRCA or required by Order of the United States Supreme Court, the temporary changes in this resolution will be executed in conjunction with those other changes. The States hereby agree as follows:

I. Of the water available for irrigation in Harlan County Lake ("HCL") on December 31, 2014 and which is legally stored under Reclamation's Nebraska water right A-4190; 14,100 acre-feet is hereby reserved for Kansas for use by the Kansas Bostwick Irrigation District ("KBID") for project purposes in 2015 or subsequent years.

II. The accounting offset for Nebraska's 2015 compliance operations shall be recorded in the "Imported Water Supply Credit" and "Imported Water Supply Credit Above Guide Rock" columns of Nebraska's Table 3 and Table 5c respectively which, for the 2015 Compact Accounting for Nebraska, will be increased by the amount of Nebraska's December 31, 2014 projected compliance obligation for 2015 that is delivered to HCL by June 1, 2015.

III. The water delivered to Harlan County Lake pursuant to II. shall be reserved for Kansas use as follows:

   a. If a Kansas Account is implemented in 2015 then the water shall be deposited into that account for use by KBID for project purposes; or

   b. If the Kansas Account is not implemented in 2015, then the water shall be legally stored under Reclamation's Nebraska water right A-4190 for use by KBID for project purposes.

IV. Water delivered to HCL in 2015 and deposited into a Kansas Account, reserved as "project water" for KBID's use, or made available to KBID via a Warren Act

contract shall be available for Kansas' use in 2015 or subsequent years, provided that:

a. KBID exhausts its supply of "project water" in 2015 first, and

b. KBID exhausts any carryover of 2014 Kansas Account, 2014 Kansas "project water", or KBID Warren Act contract water second.

V. Water reserved for Kansas' use pursuant to I., II., and III. shall not be subject to the apportionment terms of the memorandum of agreement between KBID and the Bostwick Irrigation District in Nebraska unless the MOA is modified pursuant to its article 3.J. to reflect the agreement described herein.

VI. Provided any Warren Act Contract for 2015 between KBID and Reclamation is consistent with those Warren Act Contracts between KBID and Reclamation from 2013 and 2014, Nebraska will not interfere with such contract.

VII. The 2015 Virgin Water Supply ("VWS") of each of Rock Creek and Medicine Creek will be reduced by the amount of 2015 Rock Creek and 2015 N-CORPE augmentation discharges respectively provided that those discharges occur by June 1, 2015 and are consistent with Nebraska's December 31, 2014 projected compliance obligation.

VIII. Evaporation in HCL will be divided between water reserved for Kansas and other water on a monthly basis in proportion to the relative volume of water in each pool.

a. Evaporation of water reserved for Kansas use pursuant to I., II., and III. will be charged to Kansas.
b. Evaporation of other water will be divided between Kansas and Nebraska according to the methods set forth in the FSS.

IX. This temporary agreement does not obligate any State to support or approve any augmentation plan, any plan proposed under Appendix M of the Final Settlement Stipulation, at any time in the future, or develop a forward-looking delivery approach.

X. This temporary agreement will not be considered precedent for the RRCA's approval of any augmentation proposal or Appendix M plan in the future or the development of a forward-looking delivery approach.

XI. The States do not waive any objections, positions, or arguments related to any matters previously adjudicated or arbitrated.

Approved by the RRCA this 19th day of November, 2014.

Brian P. Dunnigan 11/19/2014

Brian Dunnigan, P.E. date
Nebraska Member
Chairman, RRCA

David W Barfield 11/19/2014

David Barfield, P.E. date
Kansas Member

Dick Wolfe 11-19-14

Dick Wolfe, P.E. date
Colorado Member