

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, August 12, 2024, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(720)707-2699, Meeting ID: 873 5785 0771, Passcode: 475314

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve August 12, 2024, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from July 8, 2024, Regular Meeting**
 - b. Unaudited Financial Statements July 2024**
 - c. Invoices through August 12, 2024**
 - d. Letter of Intent Single Lot**
 - i. Tarquin Colorado LLC**
 - ii. Lind**
 - e. Saddler Ridge Notice to Serve Letter**
 - f. Amended Easement for Hwy 14 Recharge Site with Longs Peak**
 - g. Change Order and Work Directive for Quality Well to Enlarge Recharge Basin**
 - h. CSU Lease Agreement Additional NPIC Shares**
 - i. Eaton Pipeline Phase 2 Connel Resources Final Acceptance Documents**
 - j. Easement Acquisition NEWT III- (Ratify)**
 - i. K&M**
 - ii. Lebsack**
 - iii. Endor**
 - iv. Kurtz Letter**
 - v. Kimley Horn Project Close K&M**
- 6. NEWT III Construction Update – Ditesco Engineering Services (enclosures)**
 - a. Change Order Request Garney Construction**
 - b. ELCO Interconnection CR 3, CR 5 and CR 1**

7. **Action: Consider Adoption of Resolution No. 20240812-01, A Non-Potable Irrigation Water Supply Policy**

8. **Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to ELCO NEWT III County Road Interconnects**

9. **District Manager's Report:**
 - a. **Tap Sales**
 - b. **Stakeholder Meeting Town of Severance, July 2024**
 - c. **Cobb Lake Water Treatment Presentation**
 - d. **Town of Eaton and Severance Divestment of NISP Units to FCLWD**
 - e. **SCWTP temporary shutdown during repair**
 - f. **Larimer County 1041 Legal Challenge to Thornton Pipeline**
 - g. **Conflict Of Interest Letter – PIC**
 - h. **Wildfire Update**
 - i. **Greeley NWCWD Harmony Interconnect Operational**

10. **Other Business**

ADJOURN _____ .M.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Monday, the 8th day of July, 2024, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Jamie Cotter, Spencer Fane, District special counsel; Chris Otto and Patrick Shubat; Plante Morane, District auditor; Richard Raines, Water Resources; Angela Thompson, Slate Communication; Dave Bruin, Town of Severance; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously approved the agenda as presented.

PUBLIC COMMENT None.

CONSENT MATTERS **AGENDA** Upon a motion of Mr. Nelson, seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from June 10, 2024, Regular Meeting
- b. Unaudited Financial Statements June 2024
- c. Invoices through July 8, 2024
- d. Letter of Intent Single Lot
 - i. Shiner
- e. Raw Water Dedication Agreement Johnson Dairy
- f. City of Greeley Overland Ponds Amended Site Maintenance Agreement
- g. Slate Communications Letter of Termination of Services
- h. Authorization # 3 Greeley and NWCWD Harmony Interconnect

Consider Acceptance of 2023 Draft Financial Audit, Plante Moran Mr. Otto and Mr. Shubat presented to the Board the 2023 Audit and indicated the issuance of a clean, unmodified opinion. Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the Board accepted the 2023 Audit.

FCWLD and NWCWD Buss Grove Interconnect IGA and FCLWD Capacity Issues Mr. Reckentine presented to the Board a memo describing the current situation with Fort Collins-Loveland Water District's (FCLWD) use of the Buss Grove interconnect to meet oversold capacity demands. Mr. White and Mr. Reckentine informed the Board that the interconnect has been used historically, but the record does not reflect an IGA with FCLWD was ever executed. This was confirmed by counsel to FCLWD. The District has shut down use of the interconnect and Mr. Reckentine has discussed the issues with FCLWD.

The Board entered Executive Session to discuss potential liability issues.

Following the Executive Session and further discussion by the Board, the Board directed legal counsel and staff to notify FCLWD the District is willing to entertain an IGA with FCLWD for use of the interconnect which would include a high penalty rate for non-emergency use of the interconnect. The Board directed the District always serve its own customers before helping others solve their self-made problems.

Selection of Public Relations Firm and Approval of Engagement Letter

Mr. Reckentine presented proposals for new PR services from The Solution PR and Novitas. Mr. Reckentine has met with both firms and recommended engagement of The Solution PR. The Board discussed the District’s PR needs with Mr. Pettinger stating he does not believe the District should engage in PR efforts with District funds. Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the Board approved the engagement of The Solution PR. Mr. Pettinger opposed.

Consider Approval of Variance Proposals Related to NWCWD Development Review Policy

Saddler Development

The Board entered Executive Session to discuss a variance request from the Saddler Development. Ms. Cotter, District special counsel discussed the matter with the Board. Mr. White left the room due to a conflict of interest with Saddler Development.

Following the Executive Session and further discussion by the Board, upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the Board approved the variance request.

Foss Dairy

Owners of the Foss Dairy presented a request for variance from the District’s development review process and allow for new development review. The owners requested a development review to convert a residential tap to a commercial tap. The surcharge on the residential tap use is creating financial difficulty. Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the Board approved the variance from the development review process.

NWCWD Regional Master Plan Update and Growth Projection Analysis 2030 through 2040

The Board entered Executive Session to discuss Regional Master Plan and Growth Projection Analysis.

Following Executive Session, no action was taken.

Update re Litigation with Eagle View Farms, LLC and Litigation Issues

Ms. Cotter updated the Board regarding an order from the Court of Appeals in favor of Eagle View Farms.

The Board entered Executive Session to receive legal advice related to the implication of the Order.

Following Executive Session, the Board requested an analysis of potential damages the District may be liable for. No action was taken.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Regional Master Plan; Development Review Variance Requests; FCLWD and NWCWD Buss Grove Interconnect IGA and Usages; and Eagle View Farms, LLC Litigation.

Upon a motion of Ms. Hennen, seconded by Mr. Pettinger, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 10:05 AM for the purpose of receiving legal advice on and discussion matters subject to negotiation and strategy pursuant to Section 24-6-402(4)(a)(b)(e)&(f), C.R.S. related to Regional Master Plan, Development Review Variance Requests, FCLWD and NWCWD Buss Grove Interconnect IGA and Usages; and Eagle View Farms, LLC Litigation.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(e), C.R.S.

Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during executive session.

The Board reconvened in regular session at 12:08p.m.

DISTRICT MANAGER'S REPORT

- | | |
|---------------------------------------|--|
| Tap Sales | Mr. Reckentine reported to the Board there were 45 taps sold to date. |
| Line 1 Transmission Line Repair | Mr. Reckentine reported that repairs on Line 1 were completed 3 weeks ago. |
| September Meeting Date | The Board moved the September meeting to September 3 to accommodate travel schedules. |
| BPCCC Legislative Change July 1, 2024 | Mr. Reckentine reported to the Board regarding a legislative change requiring backflow inspections to be completed by licensed plumbers. Ongoing discussions with the CDPHE and DORA will continue on this issue to try to seek a legislative fix or loophole. |

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 10:05 A.M. on July 8, 2024 for the sole purpose of discussing receiving legal advice on and discussion matters subject to negotiation and strategy pursuant to Section 24-6-402(4)(b)&(e), C.R.S. related to Regional Master Plan; Development Review Variance Requests; FCLWD and NWCWD Buss Grove Interconnect IGA and Usages; and Eagle View Farms, LLC Litigation. as authorized by Section 24-6-402(4)(b)&(e), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
July 31, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,581,654.61
1015 - COLO TRUST - GENERAL		15,288,831.58
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,356,430.81
1020 - COLO TRUST - 2022 BOND		37,823,851.84
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		3,093,230.80
1105 - AR CONSTRUCTION METERS		129,425.10
1116 - ACCOUNTS RECEIVABLE		33,917.58
1230 - PREPAID INSURANCE		54,470.50
1300 - INVENTORY		2,119,497.29

Total Current Assets 63,747,073.36

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,440,118.09
1405 - WATER RIGHTS OWNED		102,112,451.44
1407 - WATER STORAGE		6,572,497.14
1415 - MACHINERY & EQUIPMENT		2,600,943.63
1416 - DEPREC - MACH & EQUIP		(2,007,120.85)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		76,915,677.65
1426 - DEPREC - PIPELINES		(26,502,452.05)
1430 - STORAGE TANKS		3,626,714.18
1431 - DEPREC - STORAGE TANKS		(1,642,003.81)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(82,279.68)
1435 - PUMP STATIONS		5,974,705.89
1436 - DEPREC - PUMP STATIONS		(2,826,752.24)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(568,176.17)
1454 - CONSTRUCT IN PROGRESS		8,333,141.04

Total Property and Equipment 178,886,262.50

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37

Total Other Assets 22,849,611.07

Total Assets \$ 265,482,946.93

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	739,489.45
2216 - CONST MTR DEPOSITS		105,424.94
2230 - ACCRUED WAGES		74,373.11

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

July 31, 2024

2231 - ACCRUED COMP ABSENCES	162,037.28	
2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
Total Current Liabilities		2,161,983.81
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	2,224,785.12	
2227 - CURT PORT LONGTERM DEBT	2,025,000.00	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
Total Long-Term Liabilities		57,532,740.41
Total Liabilities		59,694,724.22
Capital		
2800 - RETAINED EARNINGS	203,059,247.99	
Net Income	2,728,974.72	
Total Capital		205,788,222.71
Total Liabilities & Capital	\$	265,482,946.93

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,792,615.26	\$ 7,595,368.65	\$ 14,417,718.00	6,822,349.35	52.68
3111 - WATER ALLOC SURCHARGE	621,901.00	3,013,947.50	4,300,000.00	1,286,052.50	70.09
3112 - PLANT INVEST SURCHARGE	447,552.00	1,899,036.00	2,800,000.00	900,964.00	67.82
3113 - ADJUSTMENTS	143,181.64	608,180.61	0.00	(608,180.61)	0.00
3140 - CONST METER USAGE	103,512.51	188,013.90	213,282.00	25,268.10	88.15
3141 - CONSTR METER RENTAL	530.00	6,050.00	5,722.00	(328.00)	105.73
3142 - CONSTRUCT METER REPAIR	857.12	9,101.40	572.00	(8,529.40)	1,591.15
OPERATING	3,110,149.53	13,319,698.06	21,737,294.00	8,417,595.94	61.28
3210 INTEREST-COTRUST-GENERAL	249,309.37	1,721,580.16	1,500,000.00	(221,580.16)	114.77
3220 - PORT PARTONAGE AGFINITY	1,003.16	3,556.68	845.00	(2,711.68)	420.91
NON OPERATING	250,312.53	1,725,136.84	1,500,845.00	(224,291.84)	114.94
3310 - TAP (PI) FEES	350,400.00	3,833,100.00	3,300,000.00	(533,100.00)	116.15
3311 - DISTANCE FEES	59,000.00	620,500.00	180,186.00	(440,314.00)	344.37
3312 - WATER (ALLOCATION) FEE	73,500.00	110,250.00	210,000.00	99,750.00	52.50
3314 - INSTALLATION FEES	119,700.00	221,046.22	337,849.00	116,802.78	65.43
3315 - METER RELOCATION FEE	0.00	0.00	1,689.00	1,689.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	156,060.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	16,000.00	10,000.00	(6,000.00)	160.00
3321 - NON-POTABLE INSTALL	0.00	24,515.00	0.00	(24,515.00)	0.00
3330 - COMMITMENT LETTER FEE	100.00	1,700.00	0.00	(1,700.00)	0.00
3331 - REVIEW FEE	40.00	680.00	0.00	(680.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	602,740.00	4,901,051.33	4,195,784.00	(705,267.33)	116.81
3410 - WATER RENTAL	0.00	15,885.00	18,571.00	2,686.00	85.54
3415 - WSSC RETURN FLOW RENTAL	0.00	1,628.00	0.00	(1,628.00)	0.00
AG WATER	0.00	17,513.00	18,571.00	1,058.00	94.30
3500 - MISCELLANEOUS	31,086.52	86,059.66	0.00	(86,059.66)	0.00
3520 - TRANSFER FEES	1,000.00	4,400.00	10,000.00	5,600.00	44.00
3530 - RISE TOWER RENT	300.00	2,100.00	8,221.00	6,121.00	25.54
3540 - SAFETY GRANT (CSD)	20,667.89	20,667.89	0.00	(20,667.89)	0.00
MISCELLANEOUS	53,054.41	113,227.55	18,221.00	(95,006.55)	621.41
TOTAL REVENUES	4,016,256.47	20,076,626.78	27,470,715.00	7,394,088.22	73.08
OPERATING EXPENSE					
4110 - POTABLE WATER	230,639.64	1,862,934.21	3,278,725.90	1,415,791.69	56.82
4120 - RENTAL WATER	0.00	(12,750.00)	0.00	12,750.00	0.00
4130 - CARRYOVER	0.00	0.00	93,063.81	93,063.81	0.00
4140 - WINTER WATER	0.00	0.00	5,743.43	5,743.43	0.00
4150 - ASSESSMENTS	0.00	617,029.83	536,331.86	(80,697.97)	115.05
4160 - RULE 11 FEES	0.00	0.00	66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	387.00	8,980.00	14,280.00	5,300.00	62.89
WATER	(231,026.64)	(2,476,194.04)	(3,994,486.00)	(1,518,291.96)	61.99
4210 - SALARIES, FIELD	108,578.00	793,853.43	1,422,445.00	628,591.57	55.81
4220 - SALARIES, ENGINEERING	10,663.46	83,070.05	316,162.00	233,091.95	26.27
4240 - INSURANCE HEALTH	15,536.28	108,557.25	198,308.00	89,750.75	54.74
4250 - RETIREMENT	7,038.30	53,965.78	86,420.00	32,454.22	62.45
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	0.00	847.24	6,500.00	5,652.76	13.03
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(141,816.04)	(1,040,293.75)	(2,032,387.00)	(992,093.25)	51.19
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	5,697.31	35,853.65	60,000.00	24,146.35	59.76

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4411 - LOCATES	1,145.52	6,898.92	17,000.00	10,101.08	40.58
4412 - FARM PROPERTIES	0.00	0.00	3,000.00	3,000.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,812.00	5,812.00	0.00
4414 - CONSTRUCTION METER	0.00	10,159.71	0.00	(10,159.71)	0.00
4415 - WATER LINES (REPAIRS)	31,747.00	119,702.78	473,000.00	353,297.22	25.31
4416 - APPURTENANCE(REPAIR)	21.63	12,400.49	225,000.00	212,599.51	5.51
4417 - METER SETTING	526.20	79,864.99	510,000.00	430,135.01	15.66
4418 - MASTER METERS	0.00	367.50	25,000.00	24,632.50	1.47
4419 - SERVICE WORK	0.00	140,318.40	130,000.00	(10,318.40)	107.94
4420 - STORAGE TANKS (O & M)	2,115.64	24,969.55	54,000.00	29,030.45	46.24
4430 - PUMP STATIONS (O & M)	38,277.89	103,643.40	285,000.00	181,356.60	36.37
4435 - CHLORINE STATION	0.00	561.05	5,520.00	4,958.95	10.16
4440 - EQUIPMENT	2,128.15	28,355.27	77,000.00	48,644.73	36.83
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,631.00	5,631.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	2,223.54	29,436.78	51,000.00	21,563.22	57.72
4460 - VEHICLES	16,239.23	112,936.67	104,040.00	(8,896.67)	108.55
4470 - SAFETY	352.00	68,349.91	20,400.00	(47,949.91)	335.05
4480 - CONTROL VAULTS	100.00	100.00	34,000.00	33,900.00	0.29
OPERATION & MAINTENANCE	(100,574.11)	(773,919.07)	(2,142,431.00)	(1,368,511.93)	36.12
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	35,603.98	107,716.18	184,722.00	77,005.82	58.31
4640 - METER VAULTS	0.00	15,405.25	0.00	(15,405.25)	0.00
4650 - FILL STATION	0.00	138.73	0.00	(138.73)	0.00
ELECTRICITY	(35,603.98)	(123,260.16)	(184,722.00)	(61,461.84)	66.73
4700 - COMMUNICATIONS	100.08	700.85	51,000.00	50,299.15	1.37
COMMUNICATIONS	(100.08)	(700.85)	(51,000.00)	(50,299.15)	1.37
4810 - GENERAL	2,519.51	20,180.57	75,500.00	55,319.43	26.73
4820 - AUTO	968.45	6,779.15	20,400.00	13,620.85	33.23
4830 - WORKER'S COMP	2,546.96	27,227.72	76,500.00	49,272.28	35.59
INSURANCE	(6,034.92)	(54,187.44)	(172,400.00)	(118,212.56)	31.43
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	515,155.77	4,468,555.31	8,577,426.00	4,108,870.69	52.10
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	44,618.65	341,285.80	538,541.00	197,255.20	63.37
SALARIES	44,618.65	341,285.80	538,541.00	197,255.20	63.37
5210 - FICA	12,436.84	94,240.39	139,000.00	44,759.61	67.80
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	12,436.84	94,240.39	144,068.00	49,827.61	65.41
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	30,805.67	0.00	(30,805.67)	0.00
HEALTH INSURANCE	4,400.81	30,805.67	61,200.00	30,394.33	50.34
5400 - OFFICE UTILITIES	320.99	2,258.26	0.00	(2,258.26)	0.00
5401 - ELECTRICITY	2,482.73	5,427.02	10,200.00	4,772.98	53.21
5402 - PROPANE	0.00	8,991.80	7,140.00	(1,851.80)	125.94
5403 - TELEPHONE	7,106.11	38,254.62	23,460.00	(14,794.62)	163.06
5404 - CELL PHONE SERVICE	1,652.88	11,474.80	20,400.00	8,925.20	56.25
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	10,200.00	20,400.00	10,200.00	50.00
5407 - INTERNET	251.64	1,671.48	612.00	(1,059.48)	273.12

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	%
5409 - SECURITY CAMERAS	0.00	6,760.00	12,000.00	5,240.00	56.33
5410 - OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
5412 - PRINTERS	196.83	1,496.70	500.00	(996.70)	299.34
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	0.00	0.00	5,000.00	5,000.00	0.00
5441 - COMPUTER SUPPORT	6,119.26	42,840.82	67,570.00	24,729.18	63.40
5442 - HARDWARE (COMPUTERS)	0.00	5,113.18	0.00	(5,113.18)	0.00
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	0.00	16,134.90	30,600.00	14,465.10	52.73
5445 - SENSUS METER SUPPORT	0.00	3,700.00	3,060.00	(640.00)	120.92
OFFICE UTILITIES	19,490.44	154,323.58	211,907.00	57,583.42	72.83
5510 - OFFICE EXPENSES	13,763.19	138,683.66	178,609.00	39,925.34	77.65
5520 - POSTAGE	0.00	354.90	3,378.00	3,023.10	10.51
5530 - BANK / CREDIT CARD FEES	5,090.61	28,274.50	5,631.00	(22,643.50)	502.12
5540 - BUILDING MAINTENANCE	320.00	3,128.94	1,126.00	(2,002.94)	277.88
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,378.00	3,378.00	0.00
OFFICE EXPENSE	19,173.80	170,442.00	194,937.00	24,495.00	87.43
5610 - LEGAL	17,416.03	195,904.04	364,140.00	168,235.96	53.80
5620 - ACCOUNTING	2,000.00	64,000.00	51,000.00	(13,000.00)	125.49
5625 - EASEMENT FEES	0.00	800.00	0.00	(800.00)	0.00
5626 - RECORDING FEES	0.00	(58.00)	0.00	58.00	0.00
5630 - WATER TRANSFER FEES	0.00	4,943.50	4,000.00	(943.50)	123.59
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	17,002.05	39,272.05	208,080.00	168,807.95	18.87
5660 - MEMBERSHIP FEES	0.00	18,794.15	60,000.00	41,205.85	31.32
5680 - LAND ACQUISITION	187.50	34,652.25	100,000.00	65,347.75	34.65
PROFESSIONAL FEES	36,605.58	358,307.99	787,934.00	429,626.01	45.47
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	136,726.12	1,149,405.43	2,048,587.00	899,181.57	56.11
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
6300 - PUMP STATIONS	0.00	19,257.61	75,000.00	55,742.39	25.68
PUMP STATIONS	0.00	19,257.61	75,000.00	55,742.39	25.68
6410 - VEHICLES	0.00	93,013.40	220,000.00	126,986.60	42.28
EQUIPMENT	0.00	93,013.40	220,000.00	126,986.60	42.28
6505 - ENGINEERING	126,019.00	984,714.36	1,200,000.00	215,285.64	82.06
6510 - WATER LINES	458,958.04	3,604,582.86	19,700,000.00	16,095,417.14	18.30
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	37,209.25	0.00	(37,209.25)	0.00
SYSTEM	584,977.04	4,626,506.47	21,700,000.00	17,073,493.53	21.32
6610 - WATER RESOURCE MANAGER	0.00	851.33	0.00	(851.33)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Seven Months Ending July 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6620 - WATER RIGHTS	0.00	5,280,000.00	6,000,000.00	720,000.00	88.00
6630 - LEGAL (WRM)	610.50	23,860.86	310,000.00	286,139.14	7.70
6640 - STORAGE	59,541.55	299,423.03	0.00	(299,423.03)	0.00
WATER RIGHTS	60,152.05	5,604,135.22	6,510,000.00	905,864.78	86.09
6710 - EASEMENTS	0.00	244,222.24	75,000.00	(169,222.24)	325.63
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	490.00	5,675.00	5,000.00	(675.00)	113.50
LAND/EASEMENTS	490.00	249,897.24	180,000.00	(69,897.24)	138.83
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	645,619.09	10,621,267.82	29,685,000.00	19,063,732.18	35.78
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	4,017,312.82	20,078,211.19	27,547,095.00	7,468,883.81	72.89
TOTAL EXPENSES	1,297,500.98	17,349,236.47	44,793,042.00	27,443,805.53	38.73
PROFIT/LOSS	2,719,811.84	2,728,974.72	(17,245,947.00)	(19,974,921.72)	(15.82)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: July 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		958,355.78
Add: Cash Receipts		671,804.54
Less: Cash Disbursements		(1,293,375.95)
Add (Less) Other		<u>2,244,870.24</u>
Ending GL Balance		<u>2,581,654.61</u>
Ending Bank Balance		3,339,737.69
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022	17106 (227.65)
	Nov 30, 2023	18286 (1,100.00)
	Nov 30, 2023	18288 (1,100.00)
	Nov 30, 2023	18299 (1,100.00)
	Nov 30, 2023	18302 (1,100.00)
	Nov 30, 2023	18305 (1,100.00)
	Jan 30, 2024	18494 (8,000.00)
	Feb 9, 2024	18529 (14.43)
	Mar 8, 2024	18644 (1,100.00)
	Apr 12, 2024	18758 (9.60)
	Apr 15, 2024	18768 (46.50)
	May 29, 2024	18891 (10,000.00)
	Jun 7, 2024	18910 (3,356.79)
	Jun 25, 2024	18970 (171.00)
	Jun 25, 2024	18976 (13.82)
	Jun 25, 2024	18980 (51.42)
	Jul 17, 2024	19036 (11,241.58)
	Jul 17, 2024	19037 (14,502.05)
	Jul 17, 2024	19040 (194.25)
	Jul 17, 2024	19044 (30,000.00)
	Jul 17, 2024	19045 (11,360.56)
	Jul 17, 2024	19046 (5,907.80)
	Jul 17, 2024	19048 (100.08)
	Jul 18, 2024	19050 (6,119.26)
	Jul 18, 2024	19051 (11.25)
	Jul 18, 2024	19054 (37,582.92)
	Jul 23, 2024	19056 (74,785.78)
	Jul 23, 2024	19061 (8,156.25)
	Jul 25, 2024	19063 (346.75)
	Jul 25, 2024	19064 (61.90)
	Jul 25, 2024	19065 (28.50)
	Jul 25, 2024	19066 (10.00)
	Jul 25, 2024	19067 (490.00)
	Jul 25, 2024	19068 (28.50)
	Jul 25, 2024	19069 (65.00)
	Jul 25, 2024	19070 (2,500.00)
	Jul 25, 2024	19071 (124.50)
	Jul 29, 2024	19072 (164.50)
	Jul 29, 2024	19073 (21,988.69)
	Jul 29, 2024	19074 (246.48)
	Jul 29, 2024	19075 (4,964.59)
	Jul 29, 2024	19076 (526.20)
	Jul 29, 2024	19077 (187.50)
	Jul 29, 2024	19078 (196.83)
	Jul 30, 2024	19079 (72,406.13)
	Jul 30, 2024	19080 (361,062.10)
	Jul 30, 2024	19081 (677.87)
	Jul 30, 2024	19082 (51,233.22)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: July 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Jul 30, 2024	19083	(387.00)
Jul 26, 2024	OL-0726202	(8,299.12)
Jul 29, 2024	OL-0729202	(340.00)
Jul 29, 2024	OL-0729202	(1,340.00)
Jul 30, 2024	OL-0730202	(7,106.11)

Total outstanding checks (763,234.48)

Add (Less) Other

Jul 30, 2024		786.50
Jul 31, 2024	CASH0731	552.00
Jul 30, 2024	CCIH0721	2,048.50
Jul 31, 2024	CCIH0722	727.25
Jul 31, 2024	CF0721	332.50
Jul 31, 2024	DP0713	28.50
Jul 31, 2024	DP0714	175.75
Jul 31, 2024	DP0715	28.50
Jul 31, 2024	LB0721	24.90
Jul 30, 2024	MARS0721	746.25
Jul 31, 2024	MARS0722	487.25

Total other 5,937.90

Unreconciled difference (786.50)

Ending GL Balance 2,581,654.61

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2024
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: July 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,219,254.51
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>69,577.07</u>
Ending GL Balance	<u>15,288,831.58</u>
Ending Bank Balance	15,288,831.58
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>15,288,831.58</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2024
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: July 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,345,890.15
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>10,540.66</u>
Ending GL Balance	<u>2,356,430.81</u>
Ending Bank Balance	2,356,430.81
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,356,430.81</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jul 31, 2024
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: July 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	37,654,660.20
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>169,191.64</u>
Ending GL Balance	<u>37,823,851.84</u>
Ending Bank Balance	<u>37,823,851.84</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>37,823,851.84</u></u>



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

August 5, 2024

Tarquin Colorado LLC, Developer
50 Troon Drive
Odessa, TX 79762

Brad Rinehart - 360 Rail Services, Agent
7800 E. Dorado Pl. STE 280
Englewood, CO 80111

Subject: Water Service Request, Tarquin Colorado LLC Property, Industrial / Railroad Site Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Tarquin Colorado LLC shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

Tarquin Colorado LLC

_____ Date

By: _____

Name: _____

Its: _____



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT A

Lot A, Lot Line Adjustment # LLA23-0024 recorded November 22, 2023 at Reception No. 4932219, County of Weld, State of Colorado.

(Street Address: 31770~ CR 23.75, Greeley, CO)

Weld County Parcel Number: 080725100030

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
 P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions		Lot Size greater than 0.33 Acres (14,375 sq. ft)				
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use				
50% Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise				
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$4,800
Base Portion of Plant Investment Fee	\$21,900	Line Reimbursement Fee*	\$41,310.73
Distance Portion of Plant Investment Fee (12 miles)	\$6,000		
TOTAL Up-Front COSTS PER TAP		\$147,510.73 Full Standard Tap	
<p>*This Tap will connect to a waterline that was previously constructed and funded by another Developer. A Line Reimbursement Fee is required to reimburse a portion of the original Developer's costs.</p> <p style="text-align: center;">See Table 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure	35 psi		
Normal Pressure Range	80 psi to 90 psi		
Maximum Pressure	95 psi		

Table No. 3 – Usage Rates and Fees




Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$28.50 Minimum
6,000 gallons and up	\$4.75 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------

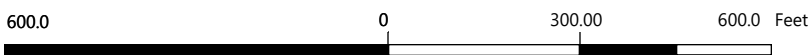


Legend

-  Parcels
-  Highway
-  County Boundary

North Weld County Water District water service is available, according to the terms of this letter, to:

Lot A LLA23-0024, also known as 31770~ CR 23.75.



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

August 6, 2024

Luke & Becky Lind, Developer
12276 CR 74
Eaton, CO 80615

Subject: Water Service Request, Lind Property, 2nd Residence - Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Luke & Becky Lind shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, a **Deed Restriction (if purchasing 50% Tap)**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

Luke Lind

Date

Becky Lind

Date



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT A

Lot A of Recorded Exemption No. 0805-06-2 RE-4549 recorded May 23, 2007 at Reception No. 3477766, being a part of the North Half of Section 6, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 12276 CR 74, Eaton, CO)

Weld County Parcel Number: 080506200001

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
 P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions		Lot Size greater than 0.33 Acres (14,375 sq. ft)				
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use				
50% Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise				
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

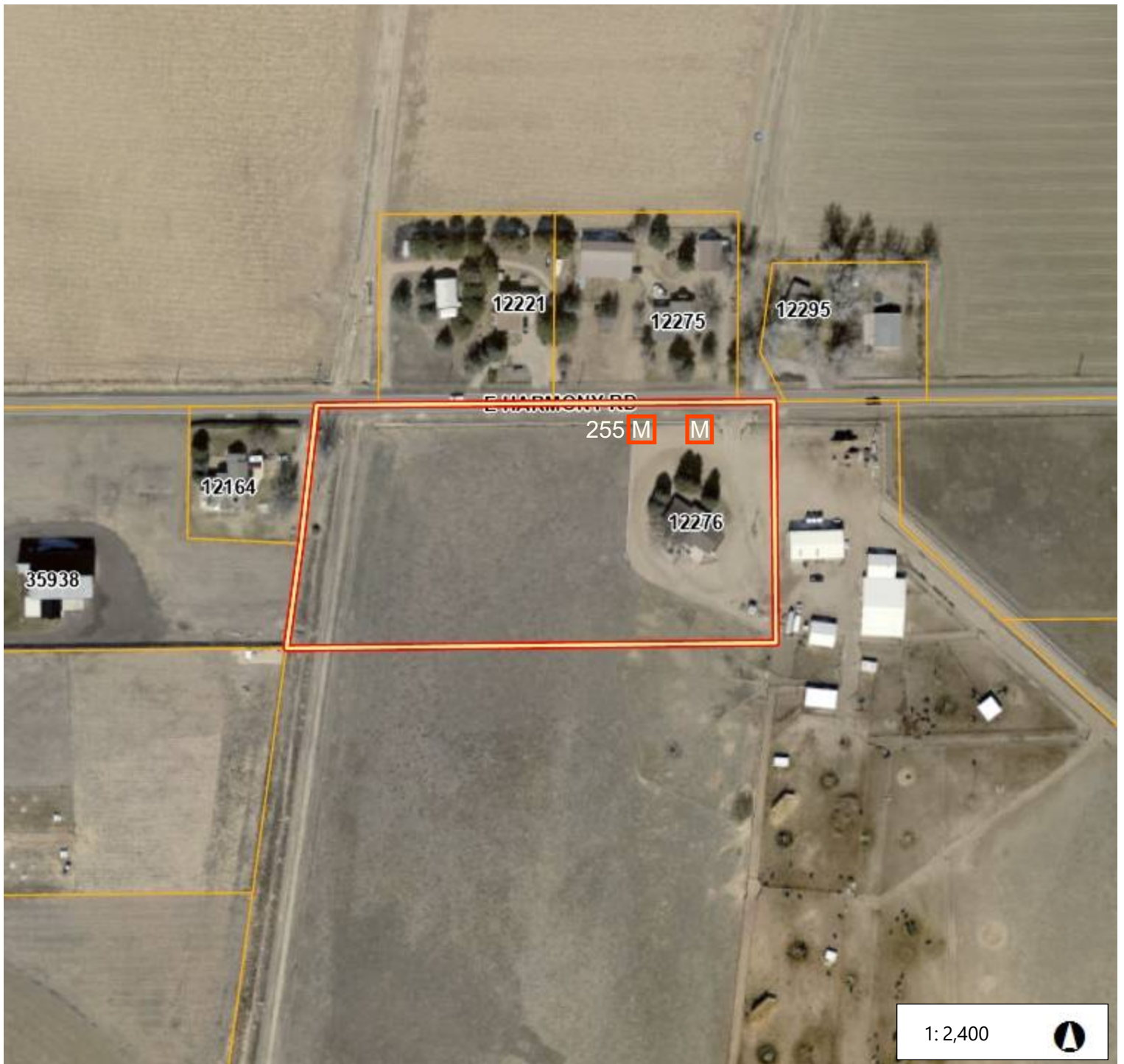
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$10,800
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (9 miles)	\$4,500		
TOTAL Up-Front COSTS PER TAP		\$110,700 Full Standard Tap \$73,950 50% Tap*	
<p>*Per District Resolution No. 20210510-01, this parcel qualifies for a 50% Tap because there is already a Full Tap serving the parcel (Premise # 255). Per the Resolution, a Deed Restriction will be required prior to the purchase of a 50% Tap.</p> <p style="text-align: center;">See Table 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		85 psi to 95 psi	
Maximum Pressure		115 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$28.50 Minimum
6,000 gallons and up	\$4.75 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



1:2,400

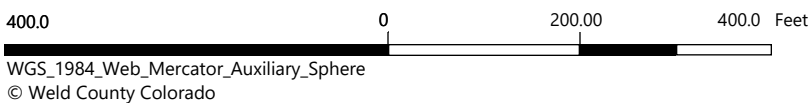
Legend

- Parcels
- Highway
- County Boundary

Lot A RE-4549, also known as 12276 CR 74, is served by existing meter number 255.

North Weld County Water District water service is available, according to the terms of this letter, to:

Lot A RE-4549, also known as 12276 CR 74.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

August __, 2024

RE: Will Serve Letter - Saddler Tracts 9 & 10 and Saddler Southern

Dear

North Weld County Water District (District) has the capacity to serve Saddler Tracts 9 & 10 and Saddler Southern (Development). In order for the District to provide water service to the Development, the District's development review process must be completed to the satisfaction of the District. The following items must be completed, in addition to all other applicable requirements under the District's development review process:

- Submit Construction Plans, Landscape Plans and Final Plats for Saddler Tracts 9 & 10 and Saddler Southern
 - The Construction Plans must show the integration of the required 12" water main, per the letter dated June 28, 2024 by Stantec Consulting Services Inc.
 - All fire hydrants must connect to the potable water system. The fire hydrants in Saddler Southern are currently shown connected to the non-potable water system.
- Submit Non-Potable Study & Plans
 - The connections to the District's existing non-potable system must be shown with a Master Meter. Separate Master Meters will be required, one (1) for Saddler Tracts 9 & 10 and one (1) for Saddler Southern.
 - The District's review of the Non-Potable Study & Plans will determine if the existing Saddler Non-Potable Pump Station is adequate to serve the additional non-potable demand, or whether pump station upgrades will be required.
 - A separate non-potable system agreement is required

If all of the District's requirements, including the requirements set forth above, have not been satisfied and completed within one year (i.e., 365 days) following the date of this letter, the District may revoke this letter regarding the availability of capacity to provide water service to the Development. Following the expiration of said one-year period, if the District's requirements have not been satisfied, the District shall have the right to utilize such available capacity for the benefit of other project

North Weld County Water District

By: _____
Eric Reckentine, District Manager

AMENDED AND RESTATED RECHARGE POND EASEMENT AGREEMENT

This Amended and Restated Recharge Pond Site Easement Agreement (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2024, between **LONGS PEAK DAIRY, LLC**, a Colorado limited liability company, ("**Grantor**") and **NORTH WELD COUNTY WATER DISTRICT**, a Colorado special district, ("**Grantee**"), Grantor and Grantee may be referred to as a "**Party**" or collectively as the "**Parties**."

Recitals

- A. Grantor is the fee owner of that certain property more particularly described on **Exhibit A**, attached to this Agreement (the "**Grantor Property**").
- B. Grantor and Grantee executed that certain Recharge Pond Easement Agreement dated October 24, 2022 and recorded on November 23, 2022 at Reception No. 4868649 in the records of the Weld County Clerk and Recorder (the "**Original Easement Agreement**").
- C. The easement granted by the Original Easement Agreement granted a smaller area for the easement than was intended by the Parties.
- D. The Parties agree to amend and restate the Original Easement Agreement as set forth in this Agreement to set forth a new description for the area of the easement granted therein, and by this Agreement, Grantor agrees to grant to Grantee an easement for the area of the encroachment of the Recharge Pond as well as an easement for the access, construction, operation, maintenance, repair, and improvement of the Recharge Pond.
- E. The Parties intend this Agreement to replace and supersede the Original Easement Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Recitals.** The foregoing Recitals are incorporated into and constitute a part of this Agreement.
- 2. **Grant of Easements.** Grantor hereby grants to Grantee a permanent, exclusive easement (the "**Recharge Easement**") in the area of the Grantor Property legally described in **Exhibit B-1** and depicted in **Exhibit B-2**, together with a permanent, non-exclusive pedestrian and vehicular access easement on, over, and across a portion of the Grantor Property depicted in **Exhibit C-1** and legally described in **Exhibit C-2** for the purposes of constructing, maintaining, operating, repairing, and improving the Recharge Pond. Grantor agrees to grant to Grantee a non-exclusive easement (the "**Access Easement**") in, on, over and across the Grantor Property using the existing roadway as depicted in **Exhibit D** to access the Recharge Easement, including, without limitation, to allow construction vehicles, machinery, and other equipment across the Grantor Property along the Access Easement for the construction, operation, maintenance, repair, and improvement of the Recharge Pond if access is not available by other means. The Recharge Easement and Access Easement may collectively be

referred to as the “**Easements.**”

3. **Reserved Rights.** The Easement shall be subject only to Grantor’s rights, if any, to any subsurface minerals or other interests, and shall otherwise be exclusive and perpetual in favor of Grantee.
4. **Maintenance and Repair.** Any and all maintenance, repairs, replacement, or other costs related to the Easements shall be the sole option of Grantee and shall be the sole responsibility of Grantee.
5. **Insurance.** Grantee shall cause any contractors, subcontractors, or other agents of Grantee performing work within the Easements to maintain, at Grantee’s cost or such contractor, subcontractor, or agent’s cost, commercial general liability insurance with a primary limit of at least \$1,000,000 per occurrence, which shall include premises operations, personal injury, contractual liability, products/completed operations hazard and broad form property damage coverages as well as any other form of legally-required insurance. Grantee shall also ensure such parties maintain all legally-required worker’s compensation coverage. All policies of liability insurance maintained by Grantee’s agents under this Agreement shall name Grantee and Grantor as additional named insureds.
6. **Release and Indemnification.**
 - a. To the fullest extent permitted by law, each party hereby releases the other party and all of its members, directors, officers, employees and agents (each, a “**Relevant Person**”), and no Relevant Person shall be liable in any manner to Grantee or any other person claiming through such party for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Easements relating to the use of the Easements, except to the extent that the same results from the negligence or willful misconduct of a Relevant Person.
 - b. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless each of the other party’s Relevant Persons from any claim, suit, proceeding, loss, damage, cost or expense, including, without limitation, attorneys’ fees and consultants’ fees, asserted against or incurred by such Relevant Person as a result of or in connection with:
 - i. any act or omission occurring in, on or about the Easements related to the purposes for which the Easements are granted, except to the extent that the act or omission results from the negligence or willful misconduct of a Relevant Person; or
 - ii. Either party’s failure to perform or observe any obligation or condition to be performed or observed by such party under this Agreement.
7. **Mechanic’s Liens.** Neither party shall permit any mechanic’s or materialman’s liens to be enforced against the Easement Area in connection with any work performed over, under or across the Easement Area by or at the direction of any either party or materials furnished in connection with such work. If such a lien is filed, the party causing such lien shall cause the lien to be removed of record within thirty (30) days

thereafter, or, if any foreclosure action to enforce the lien actually commences, within five (5) days after commencement of such foreclosure action.

8. **Notice.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be sent by personal delivery, receipted overnight delivery, email, or registered or certified mail, postage prepaid, and to the applicable address below:

To Grantor:	Longs Peak Dairy, LLC Attn: Wade Podtburg _____ _____ Email: wadepodtburg@gmail.com
To Grantee:	North Weld County Water District Attn: Eric Reckentine 32825 Co Rd 39 Lucerne, Colorado 80646 Email: eric@nwcwd.org

Any party may at any time change its respective address by sending written notice of the change to the other party in the manner hereinabove prescribed. Notices shall be deemed to be given (a) upon receipt (or refusal thereof) if by personal delivery or email, (b) on the first (1st) business day after deposit with a receipted overnight delivery service, or (c) on the third (3rd) business day after mailing, if sent by registered or certified mail, postage prepaid.

9. **Amendment.** This Agreement may be amended only by a written instrument duly executed, delivered by Grantee (or its successors or assigns, as appropriate) and Grantor, and recorded in the Office of the Clerk and Recorder for Weld County, Colorado.
10. **Covenant Running with Land.** This Agreement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the parties and their successors and assigns.
11. **Matters of Record.** This Agreement is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing of record in the Office of the Clerk and Recorder's Office in Weld County, Colorado at the time this Agreement is executed.
12. **Costs of Legal Proceedings.** If either party institutes legal proceedings with respect to this Agreement against any other party, the prevailing party shall be entitled to court costs and reasonable attorneys' fees incurred by such party or parties in connection with such legal proceedings.
13. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
14. **Entire Agreement.** This Agreement constitutes the entire agreement among Grantor

and Grantee concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements among Grantor and Grantee concerning the subject matter hereof. The terms and provisions of this Agreement will bind the parties and their respective successors and assigns.

15. **Severability; Waiver.** In the event any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such remaining terms and provisions hereof shall remain in full force and effect to the fullest extent permitted by law. No covenant, term, or condition of this Agreement may be waived except by written consent of the party against who the waiver is claimed, and the waiver of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition of this Agreement, unless otherwise provided in such writing.
16. **Title.** Grantor makes no representation or warranty regarding the title of the Easement, and Grantor grants this Easement subject to all matters of public record.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed, shall be deemed an original and both of which together shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Recharge Pond Site Agreement is executed as of the date first set forth above.

GRANTOR:

LONGS PEAK DAIRY, LLC

By: _____

Printed Name:

Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)

County of _____)

On _____, 2022 before me, _____,

Here Insert Name and Title of the Officer

personally appeared _____,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

(SEAL)

This Recharge Pond Site Agreement is executed as of the date first set forth above.

GRANTEE:

NORTH WELD COUNTY WATER DISTRICT, a Colorado special district

By: _____

Printed Name:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ and _____, as _____ of the North Weld County Water District.

Witness my hand and official seal.

My commission expires _____.

Notary Public

EXHIBIT A
GRANTOR PROPERTY LEGAL DESCRIPTION

LOT D, RECORDED EXEMPTION NO. 0709-07-4 RECX14-0063, RECORDED DECEMBER 31, 2014 AT RECEPTION NO. 4072462, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

EXHIBIT B-1

LEGAL DESCRIPTION:

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED PLS 23513 AT THE CENTER OF SAID SECTION 7 AND A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED PLS 15606 AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, ASSUMED TO BEAR SOUTH 00°15'22" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2644.96 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE CENTER OF SAID SECTION 7;

THENCE SOUTH 88°48'19" EAST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 739.00 FEET;

THENCE SOUTH 00°15'22" EAST A DISTANCE OF 74.75 FEET TO A POINT OF CURVATURE

THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT 816.10 FEET, SAID CURVE HAVING A RADIUS OF 1360.00 FEET, A DELTA OF 34°22'54" AND BEING SUBTENDED BY A CHORD BEARING SOUTH 50°07'53" WEST A DISTANCE OF 803.91 FEET;

THENCE NORTH 88°48'19" WEST A DISTANCE OF 119.49 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER;

THENCE ON SAID WEST LINE, NORTH 00°15'22" WEST A DISTANCE OF 603.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 249,187 SQUARE FEET OR 5.72 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.



AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4862 INNOVATION DRIVE, SUITE 100
FORT COLLINS, COLORADO 80525
(970) 353-7600

EXHIBIT B-2

POINT OF BEGINNING
 CENTER CORNER, SEC. 7
 FOUND NO. 6 REBAR WITH A 2-1/2"
 ALUMINUM CAP STAMPED PLS 23513

NORTH LINE SOUTHEAST QUARTER, SECTION 7, T7N, R65W 6TH P.M.

S 88°48'19" E 739.00'

S 00°15'22" E
 74.75'

RECHARGE EASEMENT

249,187 SQ. FT.
 OR 5.72 ACRES

L=816.10'
 R=1360.00'
 Δ=34°22'54"
 CH=S 50°07'53" W
 803.91'

BASIS OF BEARINGS

WEST LINE SOUTHEAST QUARTER, SECTION 7, T7N, R65W 6TH P.M.

FENCE

N 00°15'22" W 603.00'

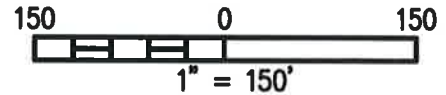
2644.96'

S 00°15'22" E

N 88°48'19" W
 119.49'



GRAPHIC SCALE



SOUTH QUARTER CORNER, SEC. 7
 FOUND NO. 4 REBAR WITH A 2"
 ALUMINUM CAP STAMPED PLS 15606

COLORADO STATE HIGHWAY NO. 14

EDGE ASPHALT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY, IT IS INTENDED ONLY
 TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AARON ALVIN DEMO, PLS
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
 FOR AND ON BEHALF OF BASELINE CORPORATION



4862 INNOVATION DR. SUITE 100 • FORT COLLINS, COLORADO 80525
 P. 970.353.7600 • F. 970.353.4864 • www.baselinecorp.com

NORTH WELD COUNTY WATER DISTRICT

COUNTY OF WELD

RECHARGE EASEMENT

SOUTHEAST QUARTER SECTION 7, T7N, R65W OF THE 6TH P.M.

DESIGNED BY	INITIAL SUBMITTAL	07/16/2024
DRAWN BY	DRAWING SIZE	8.5" X 11"
DKL	SURVEY FIRM	NOCO
CHECKED BY	SURVEY DATE	09/27/2022
AAD	JOB NO.	0015565
	DRAWING NAME	RECHARGE EASEMENT B-2
	SHEET	3 OF 3

EXHIBIT C-1

LEGAL DESCRIPTION:

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AS MONUMENTED BY A NO. 6 REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED PLS 23513 AT THE CENTER OF SAID SECTION 7 AND A NO. 4 REBAR WITH A 2 INCH ALUMINUM CAP STAMPED PLS 15606 AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, ASSUMED TO BEAR SOUTH 00°15'22" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2644.96 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE CENTER OF SAID SECTION 7;

THENCE SOUTH 00°15'22" EAST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 120.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°48'19" EAST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 00°15'22" EAST, A DISTANCE OF 635.00 FEET;

THENCE NORTH 88°48'19" WEST, A DISTANCE OF 12.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7;

THENCE NORTH 00°15'22" WEST ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 635.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 7,620 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

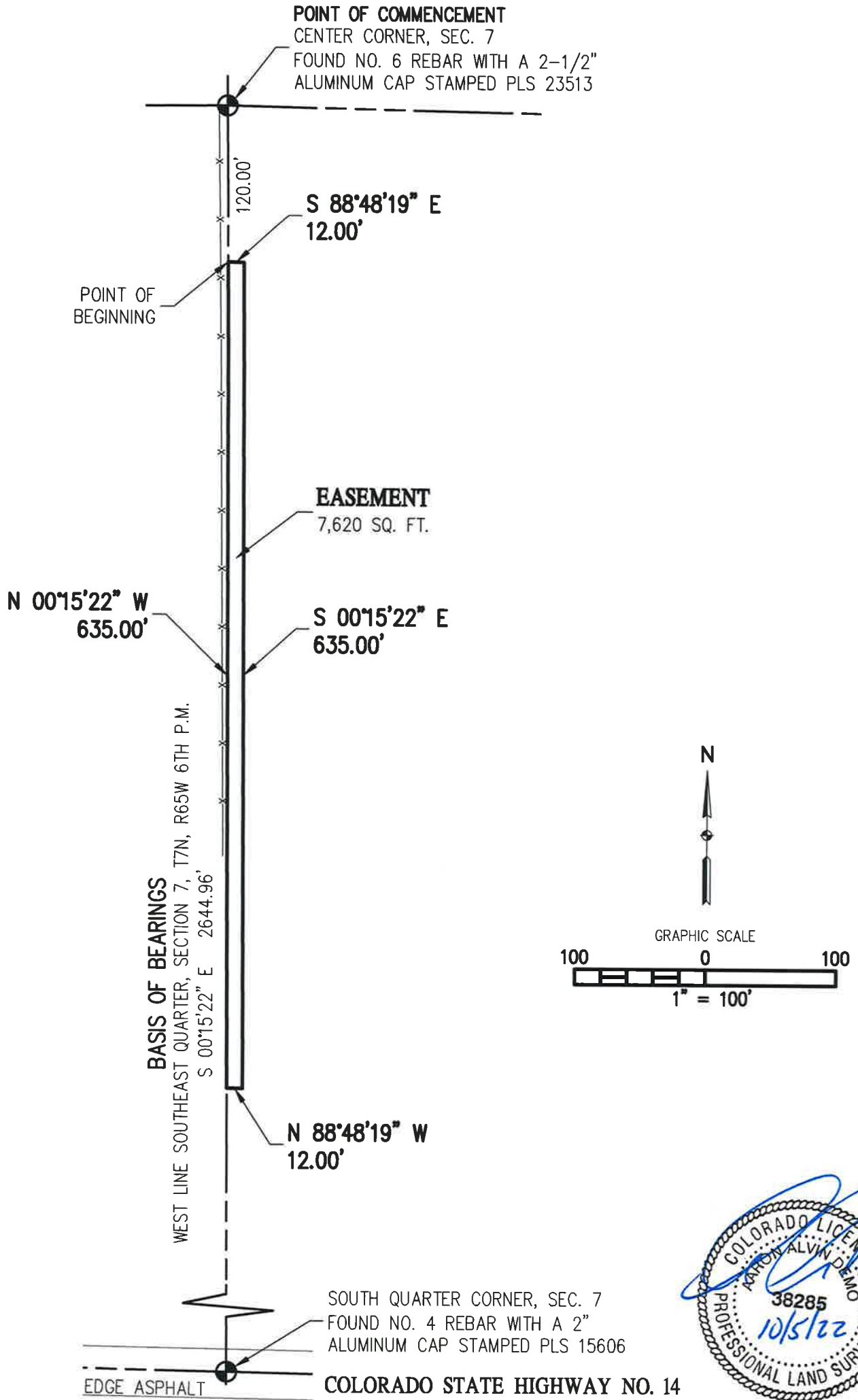
I, AARON ALVIN DEMO, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION WAS PREPARED UNDER MY PERSONAL SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION, AND THAT IT IS NOT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 SOUTH LINCOLN AVE, SUITE 405
LOVELAND, COLORADO 80537
(970) 353-7600



EXHIBIT C-2



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AARON ALVIN DEMO, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE CORPORATION

BASELINE
Engineering · Planning · Surveying

4007 S. LINCOLN AVENUE, SUITE 405 • LOVELAND, COLORADO 80537
P. 970.353.7600 • F. 866.679.4884 • www.baselinecorp.com

NORTH WELD COUNTY WATER DISTRICT

COUNTY OF WELD

ACCESS EASEMENT

SOUTHEAST QUARTER SECTION 7, T7N, R65W OF THE 6TH P.M.

DESIGNED BY	INITIAL SUBMITTAL	10/05/2022
DRAWN BY	DRAWING SIZE	8.5" X 14"
DKL	SURVEY FIRM	NOCO
CHECKED BY	SURVEY DATE	09.27.2022
AAD	JOB NO.	15565
	DRAWING NAME	15565 - EASEMENTS.dwg
	SHEET	2 OF 2

**EXHIBIT D
DEPICTION OF TEMPORARY ACCESS EASEMENT**



Exhibit D to Amended and Restated Recharge Pond Easement Agreement

**SECTION 00941
CHANGE ORDER**

No. 002

Date of Issuance: 2024-07-02 Effective Date: 2024-07-02

Project: Hwy 14 Recharge Basin (aka Longs Peak – PHASE 2)	Owner: North Weld County Water District	Owner's Contract No.:
Contract: Longs Peak – PHASE 2	Date of Contract: November 17, 2022	
Contractor: Quality Well and Pump	Engineer's Project No.: 227704354	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Stantec issued a stop work notice on November 6, 2023, so that the recharge basin design can be modified to meet the recharge requirements.

This change order includes work included as part of Work Change Directive 004 (enlargement of the recharge basin to meet the recharge requirements).

This change order provides increases both the contract price and the contract dates to complete recharge basin repairs.

Attachments (list documents supporting change):

Updated Bid Form

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	
<u>\$55,425.00</u>		Substantial completion (date): <u>2023-04-19</u>	
		Ready for final payment (date): <u>2023-05-04</u>	
Increase from previously approved Change Orders No. <u>000</u> to No. <u>001</u> :		Increase from previously approved Change Orders No. <u>000</u> to No. <u>001</u> :	
<u>\$36,115.00</u>		Substantial completion (date): <u>2024-03-29</u>	
		Ready for final payment (date): <u>2024-04-19</u>	
Contract Price prior to this Change Order:			
<u>\$91,540.00</u>			
Increase of this Change Order:		Increase of this Change Order:	
<u>\$64,600.00</u>		Substantial completion (date): <u>2024-10-04</u>	
		Ready for final payment (date): <u>2025-02-07</u>	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
<u>\$156,140.00</u>		Substantial completion (date): <u>2024-10-04</u>	
		Ready for final payment (date): <u>2025-02-07</u>	

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>7/22/2024</u>

**SECTION 00940
WORK CHANGE DIRECTIVE**

No. 004

Date of Issuance: 2024-06-06

Effective Date: 2024-06-06

Project: Hwy 14 Recharge Basin (aka Longs Peak – PHASE 2)	Owner: North Weld County Water District	Owner's Contract No.:
Contract: Longs Peak – PHASE 2		Date of Contract: November 17, 2022
Contractor: Quality Well and Pump		Engineer's Project No.: 227704354

You are directed to proceed promptly with the following change(s):

Item No.	Description
1	Contractor shall expand the basin. For more information, please refer to the attached sheets and details.

Attachments (list documents supporting change):

Attachment A – Plans Sheets (G-001, G-002, C-101, C-102, C-501)
Bid Tab for WCD-004

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

Nonagreement on pricing of proposed change. (Contractor shall submit an estimate to Owner)

Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ 124,100.00⁰⁰ Increase

Contract Time 30 days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Massaro, Pamela 	Date: 6/6/2024
Authorized for Owner by: <i>Eric Reggentine</i> <i>General Manager</i>	Date:
Accepted for Contractor by: <i>Mitch</i> 	Date: 6/10/2024
Approved by Funding Agency (if applicable):	Date:



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

August 12, 2024

Mr. Troy Bauder
Associate Deputy Director AES
Campus Delivery 3001
Colorado State University
Fort Collins, CO 80523

RE: 2024 Rental of North Poudre MU Water for ARDEC Facility Irrigation

Dear Troy,

North Weld County Water District (North Weld) appreciates its relationship CSU and is happy to rent 50 acre-feet of North Poudre MU water. We understand the ARDEC facility has had issues with one of its wells and needs the rental water to complete the irrigation season. The rental rate will be same as the North Weld rental rate for North Poudre AG water which is \$45 per acre-foot in 2024.

Please send a check to for \$2,250 made out North Weld County Water Districts to the attention of Mr. Bernie Frias at the District's office address. Once payment is received, Mr. Frias will transfer the water to CSU ARDEC's account at the North Poudre office.

If you have additional questions, please contact Richard Raines at (970)-218-2738 or rraines@scwtp.org or Bernie Frias at (970)-356-3020 or bernief@nwcwd.org.

Sincerely,

Eric Reckentine
District Manager
North Weld County Water District

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned HOBAS PIPE USA has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 19TH day of MARCH, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

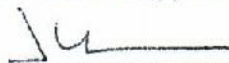
(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 6TH day of JUNE, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

HOBAS PIPE USA
Subcontractor / Supplier


By: (Authorized Signature)

FINAL
WAIVER OF LIEN

STATE OF Colorado
COUNTY OF Larimer

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Black Eagle Fence has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 29 day of January, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

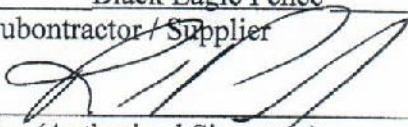
(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 5th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Black Eagle Fence
Subcontractor / Supplier

By: (Authorized Signature)

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned G2 SEEANG LLC has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.


NOW THEREFORE, the Undersigned having full authority to execute this document through the _____ day of _____, 2024, does hereby:

- (1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.
- (2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.
- (3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 6th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

G2 SEEANG LLC
Subcontractor / Supplier

By: (Authorized Signature)

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Ferguson Enterprises LLC has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the **Eaton Pipeline Ph 2** project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 30 day of April, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

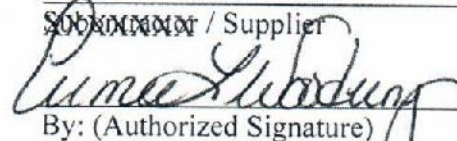
Dated this 10 day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Ferguson Enterprises LLC

~~Subcontractor~~ / Supplier



By: (Authorized Signature)

Aimee L Woodring / Sr Market Credit Manager

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Quality Traffic Control Inc. has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

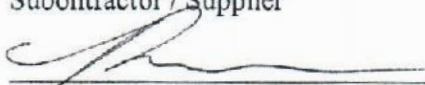
NOW THEREFORE, the Undersigned having full authority to execute this document through the 10th day of June, 2024, does hereby:


- (1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.
- (2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.
- (3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 10th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Quality Traffic Control Inc
Subcontractor / Supplier

By: (Authorized Signature)

Acknowledgement
STATE of Colorado
COUNTY of Larimer
This instrument was acknowledged
before me this 10 day of
June 2024 by
Patrick Michael Obster
My Commission expires: 07-14-2028

Notary Public

MELINDA HASAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2016402679A
MY COMMISSION EXPIRES 07-14-2028

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Concrete Construction, Inc. has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the **Eaton Pipeline Ph 2** project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 6th day of June, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 6th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Concrete Construction, Inc.
Subcontractor / Supplier

[Signature]
By: (Authorized Signature)
President

FINAL
WAIVER OF LIEN

STATE OF Colorado
COUNTY OF Arapahoe

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned GROUND Engineering Consultants has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 11th day of June, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

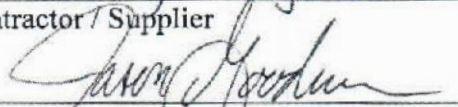
(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 11th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

GROUND Engineering Consultants Inc
Subcontractor / Supplier

By: (Authorized Signature)

FINAL
WAIVER OF LIEN

STATE OF MICHIGAN
COUNTY OF KENT

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Kelley Dewatering and Construction Company has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 5th day of June, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.


Dated this fifth day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Kelley Dewatering and Construction Co.
Subcontractor / Supplier


By: Kendra Brown

ROBIN SHOEMAKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2026
Acting in the County of _____


FINAL
WAIVER OF LIEN

STATE OF Colorado
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned, Precision Pavement Marking, has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the Eaton Pipeline Ph 2 project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 5th day of June, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

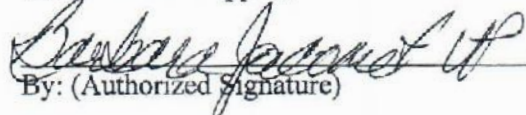
Dated this 5th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Precision Pavement Marking

Subcontractor / Supplier


By: (Authorized Signature)

FINAL
WAIVER OF LIEN

STATE OF
COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, the Undersigned Can Do Concrete Construction Inc. has been employed by Connell Resources Inc., hereinafter referred to as "the Contractor", or their agents, or both, to furnish labor and/or material in connection with improvements to the **Eaton Pipeline Ph 2** project located in Weld County, Colorado.

NOW THEREFORE, the Undersigned having full authority to execute this document through the 4th day of June, 2024, does hereby:

(1) Waive and release any and all lien and claim or right to lien on said above described building and premises or any portions thereof, under the Statutes of the State of Colorado, relating to the Mechanic's Lien, on account of labor or materials, or both, furnished by the undersigned to date in connection with said improvements, reserving, however, all lien rights for labor and/or materials furnished after said date.

(2) Represents to the Contractor that the Undersigned has paid, or within seven days upon receipt hereof will pay, all of its subcontractors, material suppliers or laborers who have furnished materials, services, or labor who have or may have a lien against said property or a portion thereof.

(3) Agree that in the event the procedures set forth in Paragraph 2 above are not allowed, the Undersigned will hold the Contractor harmless from any and all claims or liabilities, to include necessary attorney's fees.

Dated this 4th day of June, 2024.

PLEASE SIGN AND RETURN TO:

Connell Resources, Inc.
7785 Highland Meadows Pkwy
Fort Collins, CO 80528

Can Do Concrete Construction Inc.
Subcontractor / Supplier

Nina Gutierrez
By: (Authorized Signature)

SECTION 00 65 17

NOTICE OF ACCEPTABILITY OF WORK

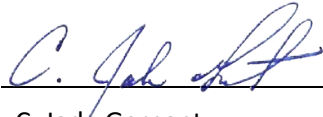
Owner:	North Weld County Water District		
Engineer:	Trihydro Corporation (Construction Administration)	Engineer's Project No.:	0075Q-003-0010 Task 0008
Contractor:	Connell Resources, Inc.	Contractor's Project No.:	2221045
Project:	Eaton Pipeline Project (Phase 2)		
Notice Date:	July 11, 2024	Effective Date of the Construction Contract:	September 12, 2022

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated April 10, 2023 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): 
Name (printed): C. Jade Gernant
Title: Project Manager (Construction Administration)

Contractor

By (signature):
Name (printed):
Title:

Owner

By (signature):
Name (printed):
Title:

END OF SECTION



July 27, 2024

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: North Weld County Water District – Eaton Pipeline Project (Phase 2) – Connell Resources, Inc.
Application for Final Payment (No. 11) – Release of Retainage Request

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 11 for the subject project. This application for final payment constitutes Connell Resources' formal request for release of retainage for the project. Trihydro has reviewed and agrees with the application for final payment and recommends release of retainage in the amount of \$361,062.10 to Connell Resources, Inc. in accordance with the contract documents.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "C. Jade Gernant".

C. Jade Gernant, P.E.
Senior Engineer

0075Q-003-001, Task 0008

Enclosure

pdfc: Mr. Roland Tremble, Project Manager – Connell Resources

CONNELL RESOURCES, INC.
 7785 HIGHLAND MEADOWS PKWY
 SUITE 100
 FORT COLLINS, CO 80528

OWNER: North Weld County Water District
 ADDRESS: 32825 WCR 39
 CITY, STATE, ZIP: Lucerne, CO 80646
 ATTENTION: Jared Rauch
 PROJECT NAME: Eaton Pipeline Ph 2
 LOCATION: Eaton, CO
 OWNER PROJECT #:
 CRI PM: Roland Tremble
 JOB NUMBER: 2221045

DATE: 20-Jun-24
 INVOICE NUMBER: 2221045-Retainage
 ESTIMATE NUMBER: Retainage
 FOR PERIOD: June-24
 LAST DAY WORKED: 30-Jun-24

ITEM NUMBER	CHANGE ORDER #	DESCRIPTION OF ITEM	BID QTY	UNIT	UNIT BID	BID TOTAL	PREVIOUS		THIS PERIOD		TOTAL TO DATE		% COMPLETE
							QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
1		Original Bid - 36" DIP	1.00	LS	7,136,142.60	7,136,142.60	1.00	7,136,142.60		0.00	1.00	7,136,142.60	100%
		CONTRACT AMOUNT				7,136,142.60		7,136,142.60		0.00		7,136,142.60	100%
		Change Order #1											
1	CO #1	CREDIT Original Bid - 36" DIP	(1.00)	LS	7,136,142.60	(7,136,142.60)	(1.00)	(7,136,142.60)		0.00	(1.00)	(7,136,142.60)	100%
1	CO #1	Mobilization & Demobilization	1.00	LS	240,000.00	240,000.00	1.00	240,000.00		0.00	1.00	240,000.00	100%
2	CO #1	Clearing & Grubbing	1.00	LS	38,000.00	38,000.00	1.00	38,000.00		0.00	1.00	38,000.00	100%
3	CO #1	Construction Traffic Control	1.00	LS	58,000.00	58,000.00	1.00	58,000.00		0.00	1.00	58,000.00	100%
4	CO #1	Construction Surveying	1.00	LS	18,000.00	18,000.00	1.00	18,000.00		0.00	1.00	18,000.00	100%
5	CO #1	Field Quality Control Testing	1.00	LS	24,000.00	24,000.00	1.00	24,000.00		0.00	1.00	24,000.00	100%
6	CO #1	Dewatering	1.00	LS	220,000.00	220,000.00	1.00	220,000.00		0.00	1.00	220,000.00	100%
7	CO #1	Erosion & Sedimentation Control	1.00	LS	69,000.00	69,000.00	1.00	69,000.00		0.00	1.00	69,000.00	100%
8	CO #1	Remove & Reset Guy Wire	2.00	EA	3,100.00	6,200.00	2.00	6,200.00		0.00	2.00	6,200.00	100%
9	CO #1	Remove & Reset Existing Steel Fence – LetRBuck, LLC	80.00	LF	43.00	3,440.00	80.00	3,440.00		0.00	80.00	3,440.00	100%
10	CO #1	Install & Remove Temporary 3-Str& Wire Fence with Steel T-Posts – LetRBuck, LLC	190.00	LF	7.40	1,406.00	190.00	1,406.00		0.00	190.00	1,406.00	100%
11	CO #1	Install & Remove Temporary 20-ft. Steel Gate – LetRBuck, LLC	1.00	EA	1,800.00	1,800.00	1.00	1,800.00		0.00	1.00	1,800.00	100%
12	CO #1	Remove & Reset Existing Steel Fence – 35321 Estate, LLC	80.00	LF	43.00	3,440.00	80.00	3,440.00		0.00	80.00	3,440.00	100%
13	CO #1	Install & Remove Temporary 3-Str& Wire Fence with Steel T-Posts – 35321 Estate, LLC	1,764.00	LF	6.80	11,995.20	1,764.00	11,995.20		0.00	1,764.00	11,995.20	100%
14	CO #1	Install & Remove Temporary 20-ft. Steel Gate – 35321 Estate, LLC	1.00	LS	1,800.00	1,800.00	1.00	1,800.00		0.00	1.00	1,800.00	100%
15	CO #1	Remove & Reset Existing Barbed Wire Fence – Long Meadow Farm, LLC	80.00	LF	9.85	788.00	80.00	788.00		0.00	80.00	788.00	100%
16	CO #1	Install & Remove Temporary 3-Str& Wire Fence with Steel T-Posts – Long Meadow Farm, LLC	316.00	LF	7.40	2,338.40	316.00	2,338.40		0.00	316.00	2,338.40	100%
17	CO #1	Tie-in to Phase 0 (Sta. 200+00)	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		0.00	1.00	10,000.00	100%
18	CO #1	East Terminus Tie-in at WCR- 33	1.00	LS	8,000.00	8,000.00	1.00	8,000.00		0.00	1.00	8,000.00	100%
19	CO #1	Sheet Piling at East Terminus	40.00	LF	730.00	29,200.00	40.00	29,200.00		0.00	40.00	29,200.00	100%
20	CO #1	Pipe - 30-Inch DI Pressure Class 200 with Push-On Joints	7,908.00	LF	103.00	814,524.00	7,908.00	814,524.00		0.00	7,908.00	814,524.00	100%
21	CO #1	Pipe - 30-Inch DI Pressure Class 200 with Restrained Joints	3,328.00	LF	263.00	875,264.00	3,328.00	875,264.00		0.00	3,328.00	875,264.00	100%
20-21	CO #1	Material Price for Items 20 & 21	11,236.00	LF	297.00	3,337,092.00	11,236.00	3,337,092.00		0.00	11,236.00	3,337,092.00	100%
22	CO #1	Pipe – 8-inch DI Special Thickness Class 52 with Restrained Joints	3.00	LF	1,100.00	3,300.00	3.00	3,300.00		0.00	3.00	3,300.00	100%
23	CO #1	Restraint Harness for Existing 8-inch PVC Waterline at East Terminus	4.00	EA	2,400.00	9,600.00	4.00	9,600.00		0.00	4.00	9,600.00	100%
24	CO #1	Blow-off Assembly - 12-Inch	1.00	EA	24,000.00	24,000.00	1.00	24,000.00		0.00	1.00	24,000.00	100%

ITEM NUMBER	CHANGE ORDER #	DESCRIPTION OF ITEM	BID QTY	UNIT	UNIT BID	BID TOTAL	PREVIOUS		THIS PERIOD		TOTAL TO DATE		% COMPLETE
							QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
25	CO #1	Blow-off Assembly - 8-Inch	1.00	EA	16,000.00	16,000.00	1.00	16,000.00		0.00	1.00	16,000.00	100%
26	CO #1	Dual Body Air Valve w/MH Off 36-Inch Main	1.00	EA	27,000.00	27,000.00	1.00	27,000.00		0.00	1.00	27,000.00	100%
27	CO #1	Fitting - 30-Inch x 30-Inch MJ Reducer	0.00	EA	11,000.00	0.00	0.00	0.00		0.00	0.00	0.00	
28	CO #1	Fitting - 30-Inch - 11.25° DI Elbow with MJs	1.00	EA	9,600.00	9,600.00	1.00	9,600.00		0.00	1.00	9,600.00	100%
29	CO #1	Fitting - 30-Inch - 45° DI Elbow with MJs	20.00	EA	10,000.00	200,000.00	20.00	200,000.00		0.00	20.00	200,000.00	100%
30	CO #1	Fitting - 30-Inch - 90° DI Elbow with MJs	8.00	EA	11,000.00	88,000.00	8.00	88,000.00		0.00	8.00	88,000.00	100%
31	CO #1	Fitting - 30-Inch - Cap/Plug with Restrained MJs	1.00	EA	6,600.00	6,600.00	1.00	6,600.00		0.00	1.00	6,600.00	100%
32	CO #1	Fitting - 8-Inch x 8-Inch DI Tee with MJs	2.00	EA	1,400.00	2,800.00	2.00	2,800.00		0.00	2.00	2,800.00	100%
33	CO #1	Fitting - 8-Inch - 90° DI Elbow with MJs	1.00	EA	1,100.00	1,100.00	1.00	1,100.00		0.00	1.00	1,100.00	100%
34	CO #1	Fitting - 8-Inch - 45° DI Elbow with MJs	1.00	EA	1,100.00	1,100.00	1.00	1,100.00		0.00	1.00	1,100.00	100%
35	CO #1	Valve - 30-Inch Butterfly with MJs (Buried)	4.00	EA	21,000.00	84,000.00	4.00	84,000.00		0.00	4.00	84,000.00	100%
37	CO #1	Valve - 8-Inch Gate with MJs	3.00	EA	3,800.00	11,400.00	3.00	11,400.00		0.00	3.00	11,400.00	100%
38	CO #1	Gas Line Crossing (Sta. 206+39±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
39	CO #1	Montgomery Seepage Ditch Crossing (Sta. 227+32±)	1.00	LS	22,000.00	22,000.00	1.00	22,000.00		0.00	1.00	22,000.00	100%
40	CO #1	Gas Line Crossing (Sta. 227+91±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
41	CO #1	Gas Line Crossing (Sta. 242+55±)	1.00	LS	31,000.00	31,000.00	1.00	31,000.00		0.00	1.00	31,000.00	100%
42	CO #1	Gas Line Crossing (Sta. 242+75±)	1.00	LS	31,000.00	31,000.00	1.00	31,000.00		0.00	1.00	31,000.00	100%
43	CO #1	Gas Line Crossing (Sta. 242+99±)	1.00	LS	31,000.00	31,000.00	1.00	31,000.00		0.00	1.00	31,000.00	100%
44	CO #1	Gas Line Crossing (Sta. 245+12±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
45	CO #1	Gas Line Crossing (Sta. 245+26±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
46	CO #1	Gas Line Crossing (Sta. 245+37±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
47	CO #1	Waterline Crossing (Sta. 245+41±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
48	CO #1	Comms. Line Crossing (Sta. 245+42±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
49	CO #1	Comms. Line Crossing (Sta. 245+46±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
50	CO #1	Comms. Line Crossing (Sta. 253+44±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
51	CO #1	Waterline Crossing (Sta. 253+45±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
52	CO #1	Gas Line Crossing (Sta. 253+83±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
53	CO #1	Gas Line Crossing (Sta. 254+12±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
54	CO #1	Irrigation Line Crossing (Sta. 255+08±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
55	CO #1	Gas Line Crossing (Sta. 256+49±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
56	CO #1	Waterline Crossing (Sta. 256+58±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
57	CO #1	Gas Line Crossing (Sta. 256+75±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
58	CO #1	Gas Line Crossing (Sta. 256+79±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
59	CO #1	Gas Line Crossing (Sta. 278+20±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
60	CO #1	Gas Line Crossing (Sta. 284+52±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
61	CO #1	Comms. Line Crossing (Sta. 284+62±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
62	CO #1	Gas Line Crossing (Sta. 284+72±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
63	CO #1	Waterline Crossing (Sta. 284+80±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
64	CO #1	Gas Line Crossing (Sta. 285+37±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
65	CO #1	Gas Line Crossing (Sta. 302+71±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
66	CO #1	Irrigation Line Crossing (Sta. 303+60±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
67	CO #1	Electric Line Crossing (Sta. 303+62±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
68	CO #1	Gas Line Crossing (Sta. 311+49±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
69	CO #1	Waterline Crossing (Sta. 312+31±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
70	CO #1	Comms. Line Crossing (Sta. 312+37±)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00		0.00	1.00	2,300.00	100%
71	CO #1	West Lucas Lateral Ditch Crossing, Open Cut	1.00	LS	11,000.00	11,000.00	1.00	11,000.00		0.00	1.00	11,000.00	100%
72	CO #1	East Lucas Lateral Ditch Crossing, Open Cut	1.00	LS	11,000.00	11,000.00	1.00	11,000.00		0.00	1.00	11,000.00	100%
73	CO #1	Property Entrance Crossing, Gravel (Sta. 225+60± to Sta. 225+80±)	1.00	LS	6,500.00	6,500.00	1.00	6,500.00		0.00	1.00	6,500.00	100%
74	CO #1	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 244+99± to Sta. 245+59±) with 54" FRPM Casing	60.00	LF	730.00	43,800.00	60.00	43,800.00		0.00	60.00	43,800.00	100%
75	CO #1	Flow Fill (WCR-72, Sta. 245+29)	175.00	CY	140.00	24,500.00	175.00	24,500.00		0.00	175.00	24,500.00	100%
76	CO #1	Road Crossing, Open Cut at WCR 31 (Sta. 253+43± to Sta. 253+98±) with 54" FRPM Casing	55.00	LF	760.00	41,800.00	55.00	41,800.00		0.00	55.00	41,800.00	100%
77	CO #1	Asphalt - Remove & Replace (WCR-31, Sta. 253+70)	18.00	CY	780.00	14,040.00	18.00	14,040.00		0.00	18.00	14,040.00	100%
78	CO #1	Flow Fill (WCR-31, Sta. 253+70)	166.00	CY	140.00	23,240.00	166.00	23,240.00		0.00	166.00	23,240.00	100%

ITEM NUMBER	CHANGE ORDER #	DESCRIPTION OF ITEM	BID QTY	UNIT	UNIT BID	BID TOTAL	PREVIOUS		THIS PERIOD		TOTAL TO DATE		% COMPLETE
							QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
79	CO #1	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 256+38± to Sta. 256+98±) with 54" FRPM Casing	60.00	LF	730.00	43,800.00	60.00	43,800.00		0.00	60.00	43,800.00	100%
81.5	CO #1	Asphalt Remove & Replace WCR 72 (Sta. 284+82)	6.40	CY	1,000.00	6,400.00	6.40	6,400.00		0.00	6.40	6,400.00	100%
80	CO #1	Flow Fill (WCR-72, Sta. 256+68)	157.00	CY	140.00	21,980.00	157.00	21,980.00		0.00	157.00	21,980.00	100%
	CO #1	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	104.00	LF	650.00	67,600.00	104.00	67,600.00		0.00	104.00	67,600.00	100%
79.5	CO #1	Asphalt Remove & Replace WCR 72 (Sta. 256+68)	6.40	CY	1,000.00	6,400.00	6.40	6,400.00		0.00	6.40	6,400.00	100%
82	CO #1	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	206.00	CY	140.00	28,840.00	206.00	28,840.00		0.00	206.00	28,840.00	100%
83	CO #1	Road Crossing, Open Cut at WCR 33 (Sta. 311+13± to Sta. 312+30±) with 54" FRPM Casing	117.00	LF	630.00	73,710.00	117.00	73,710.00		0.00	117.00	73,710.00	100%
84	CO #1	Asphalt - Remove & Replace (WCR-33, Sta. 312+12)	15.00	CY	900.00	13,500.00	15.00	13,500.00		0.00	15.00	13,500.00	100%
85	CO #1	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	173.00	CY	140.00	24,220.00	173.00	24,220.00		0.00	173.00	24,220.00	100%
86	CO #1	Hardesty Revocable Trust Irrigation Pond Fill Area	1.00	LS	1,800.00	1,800.00	1.00	1,800.00		0.00	1.00	1,800.00	100%
	CO #1	Post-Construction Topographical Survey with Volume Lost Quantification, Hardesty Revocable Trust Irrigation Pond Fill Area	1.00	LS	1,800.00	1,800.00	1.00	1,800.00		0.00	1.00	1,800.00	100%
87	CO #1	Dredging & Haul-Off - Hardesty Revocable Trust Irrigation Pond	86.00	CY	45.50	3,913.00	86.00	3,913.00		0.00	86.00	3,913.00	100%
88	CO #1	Site Restoration, Twisted C Farms (Sta. 200+00± to Sta. 225+90±)	1.00	LS	45,000.00	45,000.00	1.00	45,000.00		0.00	1.00	45,000.00	100%
89	CO #1	Site Restoration, Letrbuck (Sta. 225+90± To Sta. 227+32±)	1.00	LS	2,000.00	2,000.00	1.00	2,000.00		0.00	1.00	2,000.00	100%
90	CO #1	Site Restoration, 39321 Estate (Sta. 227+32± to Sta. 244+99±)	1.00	LS	35,000.00	35,000.00	1.00	35,000.00		0.00	1.00	35,000.00	100%
91	CO #1	Site Restoration, WCR 72 R/W (Sta. 244+99± to Sta. 245+59±)	1.00	LS	5,600.00	5,600.00	1.00	5,600.00		0.00	1.00	5,600.00	100%
92	CO #1	Site Restoration, Top Five (Sta. 245+59± to Sta. 253+43±)	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		0.00	1.00	10,000.00	100%
93	CO #1	Site Restoration, WCR 31 R/W (Sta. 253+43± to Sta. 254+03±)	1.00	LS	5,600.00	5,600.00	1.00	5,600.00		0.00	1.00	5,600.00	100%
94	CO #1	Site Restoration, Long Meadow Farm (Sta. 254+03± to Sta. 256+39±)	1.00	LS	3,400.00	3,400.00	1.00	3,400.00		0.00	1.00	3,400.00	100%
95	CO #1	Site Restoration, WCR 72 R/W (Sta. 256+39± to Sta. 256+99±)	1.00	LS	5,600.00	5,600.00	1.00	5,600.00		0.00	1.00	5,600.00	100%
96	CO #1	Site Restoration, Hardesty Revocable Trust (Sta. 256+99± To Sta. 284+46±)	1.00	LS	55,000.00	55,000.00	1.00	55,000.00		0.00	1.00	55,000.00	100%
97	CO #1	Site Restoration, WCR 72 R/W (Sta. 284+46± to Sta. 285+06±)	1.00	LS	5,600.00	5,600.00	1.00	5,600.00		0.00	1.00	5,600.00	100%
98	CO #1	Site Restoration, Anderson (Sta. 285+06± to Sta. 311+82±)	1.00	LS	31,000.00	31,000.00	1.00	31,000.00		0.00	1.00	31,000.00	100%
99	CO #1	Site Restoration, WCR 33 R/W (Sta. 311+82± to Sta. 312+42±)	1.00	LS	5,600.00	5,600.00	1.00	5,600.00		0.00	1.00	5,600.00	100%
100	CO #1	Cathodic Protection & Joint Bonding	0.00	LS	260,000.00	0.00	0.00	0.00		0.00	0.00	0.00	
101	CO #1	Pressure Testing	1.00	LS	13,000.00	13,000.00	1.00	13,000.00		0.00	1.00	13,000.00	100%
102	CO #1	Disinfection	1.00	LS	20,000.00	20,000.00	1.00	20,000.00		0.00	1.00	20,000.00	100%
103	CO #1	Record Drawings	1.00	LS	3,000.00	3,000.00	1.00	3,000.00		0.00	1.00	3,000.00	100%
104	CO #1												
		Change Order #1				19,588.00		19,588.00		0.00		19,588.00	
		Change Order #2											
1	CO #2	Utility Relocations at East Terminus	1.00	LS	10,350.00	10,350.00	1.00	10,350.00		0.00	1.00	10,350.00	100%
1 (D)	CO #2	Utility Relocations at East Terminus (Deduct)	(1.00)	LS	10,350.00	(10,350.00)	(1.00)	(10,350.00)		0.00	(1.00)	(10,350.00)	100%

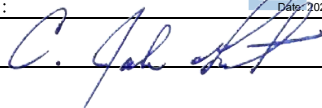
ITEM NUMBER	CHANGE ORDER #	DESCRIPTION OF ITEM	BID QTY	UNIT	UNIT BID	BID TOTAL	PREVIOUS		THIS PERIOD		TOTAL TO DATE		% COMPLETE
							QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
2	CO #2	Restocking Fee for 30" 45 Bends	6.00	EA	3,000.00	18,000.00	6.00	18,000.00			6.00	18,000.00	100%
2 (D)	CO #2	Restocking Fee for 30" 45 Bends (Deduct)	(6.00)	EA	3,000.00	(18,000.00)	(6.00)	(18,000.00)			(6.00)	(18,000.00)	100%
		Total Change Order #2				0.00		0.00			0.00	0.00	0.00
		Change Order #3											
COR 10	CO #3	Stabilization Rock from Station 215+00 to Station 226+00 - Actuals Charged0	305.00	TON	40.00	12,200.00	305.00	12,200.00			305.00	12,200.00	100%
	CO #3	Waterline Lowering / Raising for 3" Waterline at 311+80	1.00	LS	5,750.00	5,750.00	1.00	5,750.00			1.00	5,750.00	100%
201	CO #3	Waterline Crossing (Station 311+80+/-)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00			1.00	2,300.00	100%
202	CO #3	Gas Line Crossing (Station 312+31+/-)	1.00	LS	2,300.00	2,300.00	1.00	2,300.00			1.00	2,300.00	100%
203	CO #3	Pipe 30" PVC Pressure Class 200 w/Push-On Joints	91.00	LF	400.00	36,400.00	91.00	36,400.00			91.00	36,400.00	100%
301	CO #3	Pipe 30" PVC Pressure Class 200 w/Restrained Joints	(91.00)	LS	560.00	(50,960.00)	(91.00)	(50,960.00)			(91.00)	(50,960.00)	100%
302	CO #3	Fitting 30" - 45 Degree DI Elbow w/MJs	(6.00)	EA	10,000.00	(60,000.00)	(6.00)	(60,000.00)			(6.00)	(60,000.00)	100%
303	CO #3	Fitting 30" - 45 Degree DI Elbow w/MJs Less Restocking Fee)	6.00	EA	3,000.00	18,000.00	6.00	18,000.00			6.00	18,000.00	100%
304	CO #3	Fitting 30" - Solid Sleeve for Phasing & Coordination	2.00	EA	9,600.00	19,200.00	2.00	19,200.00			2.00	19,200.00	100%
306	CO #3	Road Crossing, Gravel Open Cut @ WCR 72 (Station 284+52+/- to Station 285+56+/- w/54" FRPM Casing	6.00	LF	650.00	3,900.00	6.00	3,900.00			6.00	3,900.00	100%
307	CO #3	Asphalt Reove & Replace (WCR 33, Station 312+12)	11.00	CY	900.00	9,900.00	11.00	9,900.00			11.00	9,900.00	100%
501	CO #3	Flow Fill (WCR 33/Wast Lucas Lateral	(113.00)	CY	140.00	(15,820.00)	(113.00)	(15,820.00)			(113.00)	(15,820.00)	100%
502	CO #3	Add'l Mobilization	1.00	LS	24,870.00	24,870.00	1.00	24,870.00			1.00	24,870.00	100%
1	CO #3	Pipe 30" PVC Pressure Class 200 w/Push-On Joints	(298.00)	LF	400.00	(119,200.00)	(298.00)	(119,200.00)			(298.00)	(119,200.00)	100%
301	CO #3	Pipe 30" PVC Pressure Class 200 w/Restrained Joints	298.00	LF	560.00	166,880.00	298.00	166,880.00			298.00	166,880.00	100%
302		Total Change Order #3				55,720.00		55,720.00			0.00	55,720.00	100%
		Change Order #4											
75	CO #4	Flow Fill (WCR-72, Sta. 245+29)	(75.62)	CY	140.00	(10,586.80)	(75.62)	(10,586.80)			(75.62)	(10,586.80)	100%
	CO #4	Asphalt - Remove & Replace (WCR-31, Sta. 253+70)	26.73	CY	780.00	20,849.40	26.73	20,849.40			26.73	20,849.40	100%
77	CO #4	Flow Fill (WCR-31, Sta. 253+70)	(71.73)	CY	140.00	(10,042.20)	(71.73)	(10,042.20)			(71.73)	(10,042.20)	100%
78	CO #4	Asphalt Remove & Replace WCR 72 (Sta. 284+82)	17.85	CY	1,000.00	17,850.00	17.85	17,850.00			17.85	17,850.00	100%
81.5	CO #4	Flow Fill (WCR-72, Sta. 256+68)	(67.85)	CY	140.00	(9,499.00)	(67.85)	(9,499.00)			(67.85)	(9,499.00)	100%
80	CO #4	Asphalt Remove & Replace WCR 72 (Sta. 256+68)	10.60	CY	1,000.00	10,600.00	10.60	10,600.00			10.60	10,600.00	100%
79.5	CO #4	Flow Fill (WCR-72 / West Lucas Lateral Crossing)	(67.00)	CY	140.00	(9,380.00)	(67.00)	(9,380.00)			(67.00)	(9,380.00)	100%
82		Total Change Order #4				9,791.40		9,791.40			0.00	9,791.40	100%
		JTD CHANGE ORDERS				85,099.40		85,099.40			0.00	85,099.40	
						0.00	0.00	0.00			0.00	0.00	
		PENDING CHANGE ORDERS				0.00		0.00			0.00	0.00	
		JTD TOTAL				7,221,242.00		7,221,242.00			0.00	7,221,242.00	100%

Digitally signed by Roland Tremble
 DN: C=US, E=rtremble@connellresources.com,
 O=Connell Resources, CN=Roland Tremble
 Reason: I have reviewed this document
 Date: 2024.06.28 14:46:33-06'00'

Roland Tremble

SUBMITTED BY:

APPROVED BY:



7/27/2024

AMOUNT EARNED TO DATE:	7,221,242.00	0.00	7,221,242.00
LESS RETAINAGE OF: 5%	361,062.10	(361,062.10)	0.00
AMOUNT DUE TO DATE:	6,860,179.90	361,062.10	7,221,242.00
LESS PREVIOUS INVOICES:			6,860,179.90
AMOUNT DUE THIS ESTIMATE:			361,062.10

SECTION 00 62 76

CONSENT OF SURETY

TO: North Weld County Water District (hereinafter referred to as "the OWNER").

CONTRACTOR: Connell Resources, Inc.

PROJECT: **Eaton Pipeline Project (Phase 2), Weld County, Colorado**

CONTRACT DATE: 09/12/2023

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR, as indicated above, for Performance and Payment Bond

_____ on bond of (Surety) _____
Travelers Casualty and Surety Company of America

hereby approves of the final payment to the CONTRACTOR and agrees that final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the OWNER, as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 31st day of May, 2024.

Travelers Casualty and Surety Company of America
(Surety Company)



By: _____
(_____)
torney-in-Fact

Attach: Power of Attorney and Certificate of Authority of Attorney(s)-in-Fact.

END OF SECTION

(THIS PAGE INTENTIONALLY LEFT BLANK)



**Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company
 Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna L. Adams, Ashley K. Anderson, Barbara J. Arnold, Timothy J. Blanchard, Lynn Christine Bosman, Mary Ann Eurich, Vickie Golobic, Andrew P. Walters, Nikki M. Mosbrucker, Terri L. Reese, Robert Charles Torrez, Christina L. Townsend, K'Anne E. Vogel, Nicole Lee McGuire, and Jennifer J. Walker** of **Denver, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107667854

**OR
 Project Description:**

Principal: Connell Resources, Inc.

Obligee: North Weld County Water District.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.

State of Connecticut
 City of Hartford ss.



By: Robert L. Raney Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31st day of May, 2024.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 65 23

ADVERTISEMENT AND FINAL ACCEPTANCE

NOTICE is hereby given that North Weld County Water District of Weld County, Colorado (the "District"), will make final payment at _____, Colorado, on _____ 20__, at the hour of _____ to _____ of _____, of _____ Colorado for all work done by said Contractor(s) in construction or work on the **Eaton Pipeline Project (Phase 2)**, performed within North Weld County Water District, Weld County, Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefor has not been paid by the contractors or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid, and an account of such claim, to North Weld County Water District on or before the date and time hereinabove shown for final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release North Weld County Water District, its directors, officers, agents, and employees, of and from any and all liability for such claim.

BY ORDER OF THE BOARD OF DIRECTORS
North Weld County Water District

By: _____
Officer of the District

First Publication: _____, 20__

Last Publication: _____, 20__

END OF SECTION

DATE FILED: August 2, 2024 11:35 AM CASE NUMBER: 2023CV30659	
DISTRICT COURT, LARIMER COUNTY, COLORADO Court Address: 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 Phone Number: (970) 494-3500	
Petitioners: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado v. Respondents: K & M COMPANY, LLLP, et al.	▲ COURT USE ONLY ▲
	Case Number: 2023CV30659 Division: 3B
RULE AND ORDER	

THIS MATTER came before the Court on the Stipulated Motion for Entry of Rule and Order (the “Motion”) submitted by the Petitioners, East Larimer County Water District and North Weld County Water District (jointly, “Districts”), and stipulated to by Respondent K&M Company, LLLP (“K&M”), by their respective counsel of record. The Court, having read the Motion, reviewed the file, and being fully advised, hereby FINDS that:

1. This is an eminent domain proceeding commenced by the Districts by the filing of a Petition in Condemnation (“Petition”) on August 16, 2023 which was amended by the Amended Petition in Condemnation filed on May 6, 2024 (the “Amended Petition”). K&M owns the property (“Property”) that is within the County of Larimer, State of Colorado, and is more particularly described in the attached **Exhibit A**.

2. The Districts seek to acquire (i) a permanent easement (“Permanent Easement”) over, under, on and across the portion of the Property that is described and depicted in the attached **Exhibit B** (“Permanent Easement Area”) subject to the terms and conditions therein, and (ii) a temporary easement (“Temporary Easement”) in, on, under, over and across the portion of the Property that is described and depicted in the attached **Exhibit C** (“Temporary Easement Area”) subject to the terms and conditions therein. The Permanent Easement and Temporary Easement are jointly referred to as the “Easements.”

3. Respondent Irene Josey, in her official capacity as the County Treasurer of Larimer County, Colorado, disclaimed any interest in the subject matter of this action by a Disclaimer of Interest filed on August 31, 2023.

4. Respondent Poudre Valley Rural Electric Association, Inc. disclaimed any interest in the subject matter of this action by a Disclaimer of Interest filed on August 24, 2023.

5. Respondent Anadarko E&P Onshore LLC and Respondent Anadarko Land Corp. disclaimed any interest in the subject matter of this action by a Disclaimer of Interest filed on September 26, 2023.

6. In accordance with the stipulation entered into between the Districts and Respondent Boxelder Sanitation District:

Respondent Boxelder Sanitation District (“BSD”) has an interest in the real property that is within the NE 1/4 and SE 1/4 of Section 5, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado and is more particularly described on Exhibit 1 attached to the Amended Petition in Condemnation (the “Property”) by virtue of an Easement Agreement recorded April 9, 1979, in Book 1942 at Page 372 of the Larimer County, Colorado records (the “BSD Easement”). BSD owns and operates a sewer line and other facilities located on the Property. The Districts shall take title to, possession of, and use the permanent and temporary easements (collectively, the “Subject Easements”) to be acquired in this action, subject to the BSD Easement. The Districts and BSD acknowledge their respective rights are non-exclusive and, as such, the parties will

consider the existence of the respective utility facilities and improvements in future construction projects and work in good faith to try and resolve any engineering conflicts or concerns which may arise. BSD shall not seek to extinguish, impact or impair the Subject Easements or the public project for which the Subject Easements are being acquired, and BSD commits to replace or repair any existing improvements and design and construct future improvements in, on, under or across the portion of the Property where the Subject Easements are located in a manner so as to protect in place and minimize any impact or interference with the Subject Easements.

7. The Districts agreed to acquire the Easements subject to the terms and conditions of a Stipulation jointly filed by Respondent City of Fort Collins on January 19, 2024, which are incorporated into and made part of this Rule and Order and attached as **Exhibit D**.

8. As a result, K&M is the only remaining Respondent who claims any interest in the Easements or the compensation to be awarded for the taking of the Easements.

9. The Districts and K&M have agreed that the sum of One Hundred Eighty-Five Thousand Seven Hundred Eighty-Six and 00/100 Dollars (\$185,786.00) (“Compensation”) represents the final and full compensation to be paid by the Districts for the taking of the Easements. The Compensation represents full satisfaction and payment of the just compensation to be paid to K&M for the taking of the Easements, including, without limitation, the value of the Easements, any damages or benefits to the remaining property, interest, costs, attorney fees and expenses of any kind.

10. The Districts previously deposited the sum of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) into the registry of the Court. The Districts shall deposit the remaining balance due in the amount of Seventy Thousand Seven Hundred Eighty-Six and 00/100 Dollars (\$70,786.00) within 14 days of the Court’s entry of this Rule and Order.

11. The Districts are acquiring the Easements for and in furtherance of the public use and purpose of the construction, operation and maintenance of a water pipeline known as NEWT III.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. Under the Constitution and statutes of the State of Colorado, the Districts have duly and lawfully acquired, taken, and condemned the Easements described in **Exhibits B and C** attached hereto.

2. The Compensation amount of \$185,786.00 represents full satisfaction and payment of the total just compensation to be paid to K&M, including, without limitation, the value of the Easements being acquired, including any damages, benefits and all interest, costs, attorney fees and expenses of any kind that any K&M might claim in this proceeding.

3. Upon the Districts depositing the remaining \$70,786.00 of the \$185,786.00 owed into the Court Registry, the Permanent Easement and Temporary Easement shall pass to the Districts.

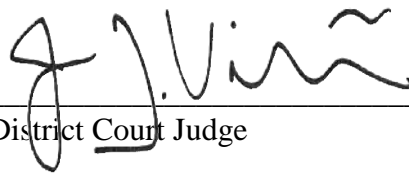
4. The Clerk of this Court is ordered to accept such deposit amount from the Districts without further order of this Court and the Clerk of the Court Registry shall forthwith disburse the entire amount of \$70,786.00, plus any interest accrued, via check made payable to Alderman Bernstein COLTAF and mailed to Joshua Mangiagli, Alderman Bernstein LLC, 101 University Boulevard, Suite 350, Denver, CO 80206.

5. The Districts shall record a copy of this Rule and Order with all attachments in the office of the Larimer County Clerk and Recorder, in like manner and with like effect as if it were a deed of conveyance granting and conveying the Easements to the Districts.

4. If any exhibits referenced in this Rule and Order are not attached hereto, the Districts are granted leave to attach true and correct copies of such exhibits in the form submitted with the proposed Rule and Order, prior to the recording of this Rule and Order.

Dated this _____ day of _____, 2024.

BY THE COURT:

A handwritten signature in black ink, appearing to read "J. Villaseñor", written over a horizontal line.

District Court Judge

Juan G. Villaseñor
District Court Judge

Legal Description of Property

A PART OF THE NE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID 1/4 SECTION; THENCE EAST 1756.1 FEET; THENCE SOUTH 2610 FEET; THENCE WEST 1756.1 FEET; THENCE NORTH 2610 FEET TO THE PLACE OF BEGINNING;

EXCEPT RIGHT OF WAY DEEDED BY QUIT CLAIM DEED RECORDED IN BOOK 171 AT PAGE 454;

EXCEPT RIGHT OF WAY FOR SMALL LATERAL DITCH AS NOW CONSTRUCTED AND COUNTY ROAD;

ALSO, ALL THAT PORTION OF LAND IN THE SE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING ABOVE THE LARIMER & WELD CANAL;

ALSO A PARCEL OF LAND IN THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST OF THE CENTER OF SAID SECTION 5; THENCE SOUTH 390 FEET PARALLEL TO THE NORTH AND SOUTH 1/4 LINE TO THE RIGHT OF WAY OF THE LARIMER & WELD CANAL; THENCE EASTERLY ALONG RIGHT OF WAY OF SAID CANAL 474 FEET TO A POINT 37 1/2 FEET WEST OF CENTER LINE OF THE NO. 8 OUTLET DITCH; THENCE N 40 DEGREES 30' W, 740 FEET AND PARALLEL TO THE OUTLET DITCH TO A POINT 30 FEET EAST OF THE NORTH AND SOUTH 1/4 LINE; THENCE SOUTH PARALLEL TO 1/4 LINE 255 FEET TO POINT OF BEGINNING;

ALSO COMMENCING AT THE NE CORNER OF SAID SECTION 5; THENCE SOUTH 2610 FEET; THENCE WEST 883.9 FEET; THENCE NORTH 2610 FEET; THENCE EAST 883.9 FEET TO PLACE OF BEGINNING;

SUBJECT TO RESERVATION BY ED KELLER OF OIL, GAS AND OTHER MINERALS AS CONTAINED IN DEED FROM HIM TO GRANTORS RECORDED IN BOOK 1752 AT PAGES 66-67, LARIMER COUNTY RECORDS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF FORT COLLINS BY DEED RECORDED AT RECEPTION NO. 88000163;

AND EXCEPT RIGHT OF WAY FOR TIMBERLINE ROAD.

PERMANENT NON-EXCLUSIVE WATER PIPELINE EASEMENT

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524, and the NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, whose address is 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, the “Districts”) hereby acquire from K&M COMPANY, LLLP, a limited liability limited partnership, whose address is 1230 Country Club Rd., Fort Collins, CO 80524 (the “Landowner”) a perpetual non-exclusive easement (the “Permanent Easement”) as described and depicted in **Exhibit 1** attached hereto and incorporated herein by this reference (the “Permanent Easement Area”) under the following terms and conditions:

1. Under the Permanent Easement, the Districts and its officers, agents, employees, designees, contractors, guests, and invitees, and all those acting by or on behalf of the District, shall have the following rights:
 - a. Accessing, surveying, locating, marking and maintaining the marking of the location with suitable markers, relocating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines at the depth and location shown on the Construction Plans attached as **Exhibit 2** hereto, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities, and the cutting and clearing of trees, brush, debris and other obstructions on the Permanent Easement Area that might interfere with the operation and maintenance of the Permanent Easement; provided that the Districts shall, in so far as practicable, restore the surface of the Permanent Easement Area, to at least the condition that existed prior to any disturbance of the Permanent Easement Area by the Districts, by seeding all disturbed areas with native grasses, and restoring fences, drain tile, irrigation systems, landscaping, private roads, and other improvements.
2. Landowner shall retain the right to use the Permanent Easement Area for all uses except the following uses, which would unreasonably interfere with the Districts’ rights under the Permanent Easement:
 - a. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement Area, except Landowner may, within an area no more than three (3) feet from either edge of the Permanent Easement Area:
 - i. Install an irrigation system (including associated sprinklers, sprinkler heads, emitters, and valves) within the Permanent Easement Area, including electrical wire and cable not exceeding two (2) inches in diameter, provided that the system is not installed at a depth that exceeds

three (3) feet from the finished surface level of the Permanent Easement Area; and/or

- ii. Install removable and replaceable improvements such as benches, trash receptacles, monuments, lights, mailbox kiosks, signs, and retaining walls.
- b. Impound water or other substances in, on, or over the Permanent Easement Area;
- c. Plant trees, shrubs, or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement Area;
- d. Alter the ground level within the Permanent Easement Area that modifies the finished grade within the Permanent Easement Area by more than two (2) feet of fill or a cut that reduces the fill over the top of the water pipeline to less than four and one-half (4.5) feet;
- e. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement Area that unreasonably interfere with the Districts' use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement Area for the purposes described above.
- f. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Permanent Easement Area;
- g. Install, alter, or replace any fence on the Permanent Easement Area, except at near right angles to the water pipeline(s) and provided that the Districts may require gates to be installed to provide the Districts access through any fences that cross the Permanent Easement Area;
- h. Grant subsurface or surface easements within the Permanent Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines other than for the use of subsurface utilities that cross the water pipeline at near right angles and not more than thirty (30) degrees from perpendicular to the pipeline with a minimum two (2) feet of clearance between said utilities and the outside diameter of the water pipeline and in conformance with applicable industry standards. Utilities include, but are not limited to, water (potable, stormwater, and wastewater), gas, electric, and telecommunications (including fiber optic lines); and
- i. Paving of or the construction of any paved roadways, parking areas, paths or recreation areas within the Permanent Easement Area, except that after the

Districts have completed the construction of the pipeline, the owner may:

- i. Construct not more than two paved roadway crossings on the Permanent Easement Area, including sub-excavation preparation, concrete curb/gutter, sidewalk, signage, striping, and streetlights (collectively, the “Roadways”), provided that all of the following conditions for all portions/components of the Roadways are met: (i) the Roadways are required by any government agencies, laws and regulations for the development of the Property; (ii) the Roadways cross the Permanent Easement Area at near right angles and not more than thirty (30) degrees from perpendicular to the pipeline; and (iii) the finished grade of the Roadways have at least four and one-half (4.5) feet of cover and not more than seven (7) feet of cover over the top of the water pipeline; and/or
 - ii. Construct gravel trails and bike paths on the Permanent Easement Area provided that such are installed with the centerline of the trail or path a maximum of five (5) feet from either edge of the Permanent Easement and, if the trails and bike paths cross the pipeline, the crossing is at near right angles to the pipeline and no more than thirty (30) degrees from perpendicular to the pipeline, and the finished grade of any crossing shall have no less than four and one-half (4.5) feet of cover over the top of the pipeline.
 - j. Cutting and clearing trees, brush, debris, and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of the Districts’ activities and facilities within the Permanent Easement Area.
3. No Termination: The Permanent Easement shall not be terminated or extinguished by nonuse or abandonment.
 4. Governing Law; Enforcement: The Permanent Easement is subject to and is governed by the laws of the State of Colorado. Enforcement of the Permanent Easement may be by legal proceedings against any party violating any restriction, covenant, condition, or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.
 5. No Rights to the Public: The Permanent Easement is not intended to, nor will it create any rights in the public to the Permanent Easement Area.
 6. LWIC Prior Easement: The Larimer and Weld Irrigation Company (“LWIC”) may have an interest in the Permanent Easement Area by virtue of a prescriptive or statutory ditch easement for the width of the ditch and sufficient lands on each side of the ditch

as are reasonably necessary to maintain, repair, operate and reasonably enjoy the use of such easement (the "LWIC Easement"). The Districts' rights under the Permanent Easement are subject to the LWIC Easement by LWIC.

7. No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of the Permanent Easement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.
8. Modifications: The Permanent Easement may be modified or amended only in writing, duly executed and acknowledged by the Districts and the Landowner, and recorded in the real property records of Larimer County, Colorado.
9. Entire Agreement: The Permanent Easement, subject to the Districts' rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of the Permanent Easement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.
10. Runs with the Land: The Permanent Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions, and limitations of the Permanent Easement, shall run with and burden the Permanent Easement Area, and shall be binding upon and inure to the benefit of the Landowner and the Districts and all of the persons claiming an interest in the Permanent Easement Area, or any portion thereof, through the parties hereto, including the respective heirs, successors, and permitted assigns of the parties.
11. Landowner warrants and represents that it is the fee owner of the Easement Area and has the right to grant the Easement and rights contained herein. Landowner has no actual knowledge of any encumbrances, leases, mortgages, or liens, except those previously disclosed by the Districts or the Landowner.
12. The Permanent Easement incorporates all agreements between the parties as to the subject matter of the Permanent Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of the Permanent Easement.
13. The Permanent Easement shall be recorded, at the Districts' sole cost, in the office of the County Clerk and Recorder's Office in which the Permanent Easement is located.

EXHIBIT '1' TO PERMANENT NON-EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

Attachment to Order - 2023CV30659

EXHIBIT 2

(1 of 4)

PROPERTY DESCRIPTION

A strip of land, being part of the East Half (E1/2) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;

THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;
THENCE North 89°55'00" East along said South line of said electric transmission line easement a distance of 30.00 feet to the intersection with the East Right-of-way line of North Timberline Road as established by that Warranty Deed recorded January 4, 1988 as Reception No. 88000163 of the records of the Larimer County Clerk and Recorder (also see Road Book R, Page 15), said point being the **POINT OF BEGINNING**;

THENCE continuing North 89°55'00" East along said South line of said electric transmission line easement a distance of 2533.29 feet to a point being Sixty (60) feet, as measured at a right angle, West of the East line of the Southeast Quarter (SE1/4) of said Section 5;
THENCE North 00°19'26" East along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 188.41 feet;
THENCE North 00°20'03" East along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.08 feet;
THENCE South 89°15'10" East a distance of 60.00 feet to the intersection with the East line of the Northeast Quarter (NE1/4) of said Section 5;
THENCE South 00°20'03" West along the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.01 feet to the East Quarter (E1/4) corner of said Section 5;
THENCE South 00°19'26" West along the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 227.62 feet to a point being Forty (40) feet, as measured at a right angle, South of said South line of said electric transmission line easement;
THENCE South 89°55'00" West along a line being Forty (40) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission line easement a distance of 2416.23 feet;
THENCE South 00°05'00" East a distance of 57.70 feet;
THENCE South 75°04'45" West a distance of 183.08 feet to the intersection with the East Right-of-way line of North Timberline Road (see Road Book R, Page 15), said East Right-of-way line being Thirty (30) feet, as measured at a right angle, East of and parallel with the West line of the Southeast Quarter (SE1/4) of said Section 5;
THENCE North 00°00'15" West along said 30' East Right-of-way line a distance of 21.02 feet to the intersection with said East Right-of-way line of North Timberline Road established by that Warranty Deed with Reception No. 88000163;



EXHIBIT 2

(2 of 4)

PROPERTY DESCRIPTION

The following Four (4) courses and distances are along said East Right-of-way line of North Timberline Road established by that Warranty Deed with Reception No. 88000163;

THENCE North 73°17'48" East a distance of 20.88 feet;

THENCE North 00°00'15" West a distance of 76.00 feet;

THENCE North 45°00'15" West a distance of 28.28 feet;

THENCE North 00°00'15" West a distance of 21.58 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 130,011 sq. ft. or 2.985 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

SHEET 4



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

NE1/4
SEC. 5

AREA SHOWN ON K&M COMPANY LSP
FOR WINDSOR RESERVOIR AND CANAL CO.
NO. 8 OUTLET DITCH
DEED B.171, P.454
REC. NO. 20040089990 (PLAT)

(BASIS OF BEARINGS)
S89°19'06"E 2624.56'

K & M COMPANY
B.2164 P.1201

CENTER QUARTER CORNER,
SECTION 5, T7N, R68W
POINT OF COMMENCEMENT

30' RIGHT-OF-WAY
(ROAD BOOK R, PAGE 15)
(REC. NO. 88000163)

20' PERMANENT EXCLUSIVE WATER EASEMENT
- EAST LARIMER COUNTY WATER DISTRICT
REC. NO. 20080280608

20' DEED OF EASEMENT FOR WATERLINE
- THE CITY OF FORT COLLINS, COLORADO
REC. NO. 85040103

75' CONTRACT AND GRANT OF EASEMENT
TO THE UNITED STATES OF AMERICA
FOR ELECTRIC TRANSMISSION LINE
BK. 916 P. 189

POINT OF BEGINNING

N89°55'00"E 2533.29'

S89°55'00"W 2416.23'

130,011 SQ.FT.
2.985 ACRES

RIGHT-OF-WAY LINE
(REC. NO. 88000163)

SOUTH PROPERTY LINE
SHOWN ON LSP TO K&M COMPANY
- LABELED AS CENTERLINE OF LARIMER WELD CANAL
- CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT
REC. NO. 20040089990

SOUTH PROPERTY LINE
SHOWN ON DIX AMENDED PLAT
- LABELED AS SOUTH RIGHT OF WAY LINE
OF LARIMER WELD CANAL
- CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT
REC. NO. 2002030339

30' RIGHT-OF-WAY
(ROAD BOOK R, PAGE 15)

TIMBERVINE FARM LIMITED PARTNERSHIP
OUTLOT A, DIX AMENDED PLAT

SOUTH QUARETR CORNER,
SECTION 5, T7N, R68W

N. TIMBERLINE ROAD



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 1/12/2023
CLIENT: NWCWD
DWG: ESMT-K&M COMPANY-PE-R2
DRAWN: SMF CHECKED: MCD

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

NE1/4
SEC. 5

(BASIS OF BEARINGS)
S89°19'06"E 2624.56'

75' CONTRACT AND GRANT OF EASEMENT
TO THE UNITED STATES OF AMERICA
FOR ELECTRIC TRANSMISSION LINE
BK. 916 P. 199

130,011 SQ. FT.
2.985 ACRES

K & M COMPANY
B.2164 P.1201

SE1/4
SEC. 5



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

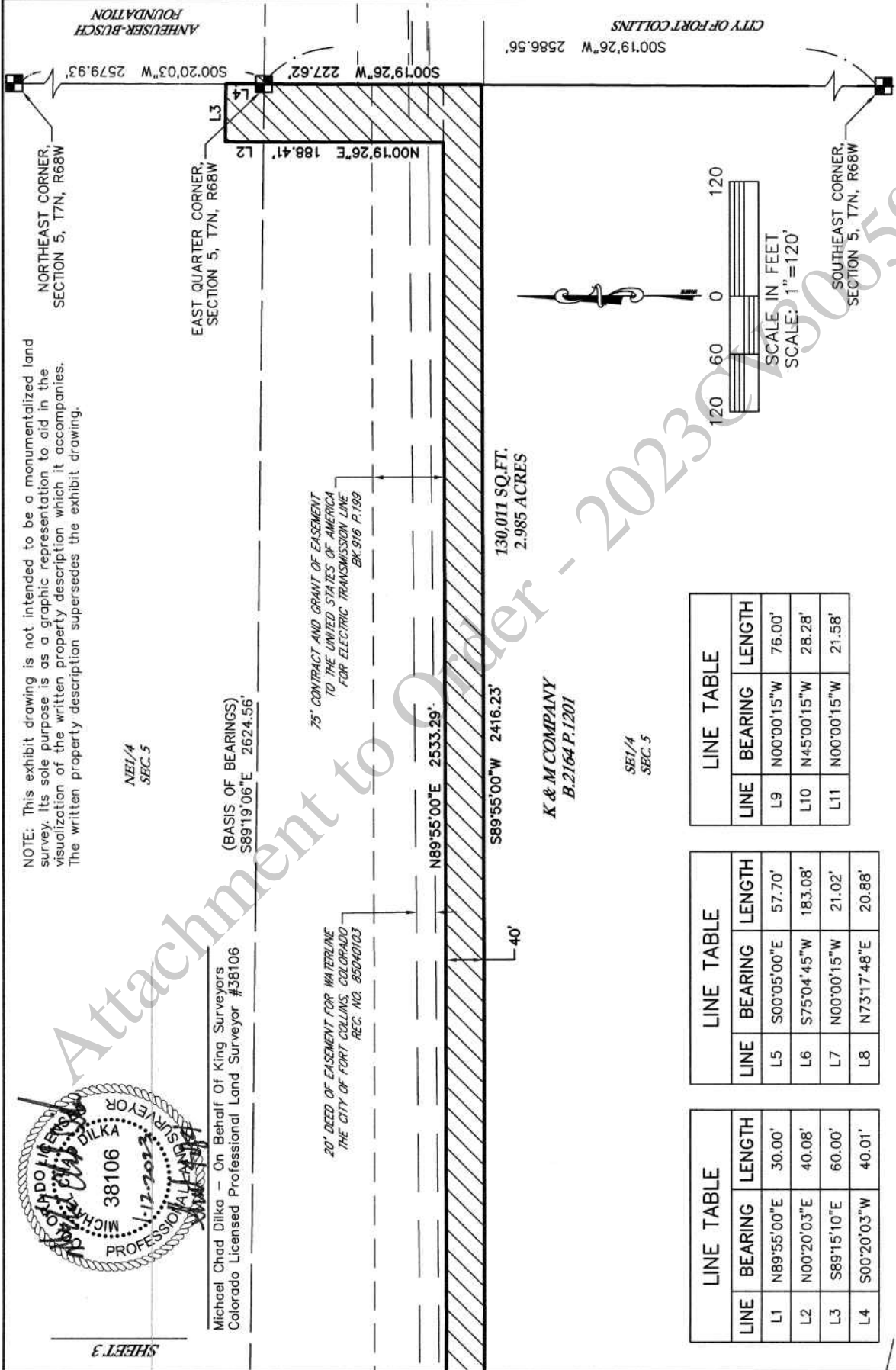
20' DEED OF EASEMENT FOR WATERLINE
THE CITY OF FORT COLLINS, COLORADO
REC. NO. 85040103

40'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°00'15"W	76.00'
L10	N45°00'15"W	28.28'
L11	N00°00'15"W	21.58'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S00°05'00"E	57.70'
L6	S75°04'45"W	183.08'
L7	N00°00'15"W	21.02'
L8	N73°17'48"E	20.88'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°55'00"E	30.00'
L2	N00°20'03"E	40.08'
L3	S89°15'10"E	60.00'
L4	S00°20'03"W	40.01'





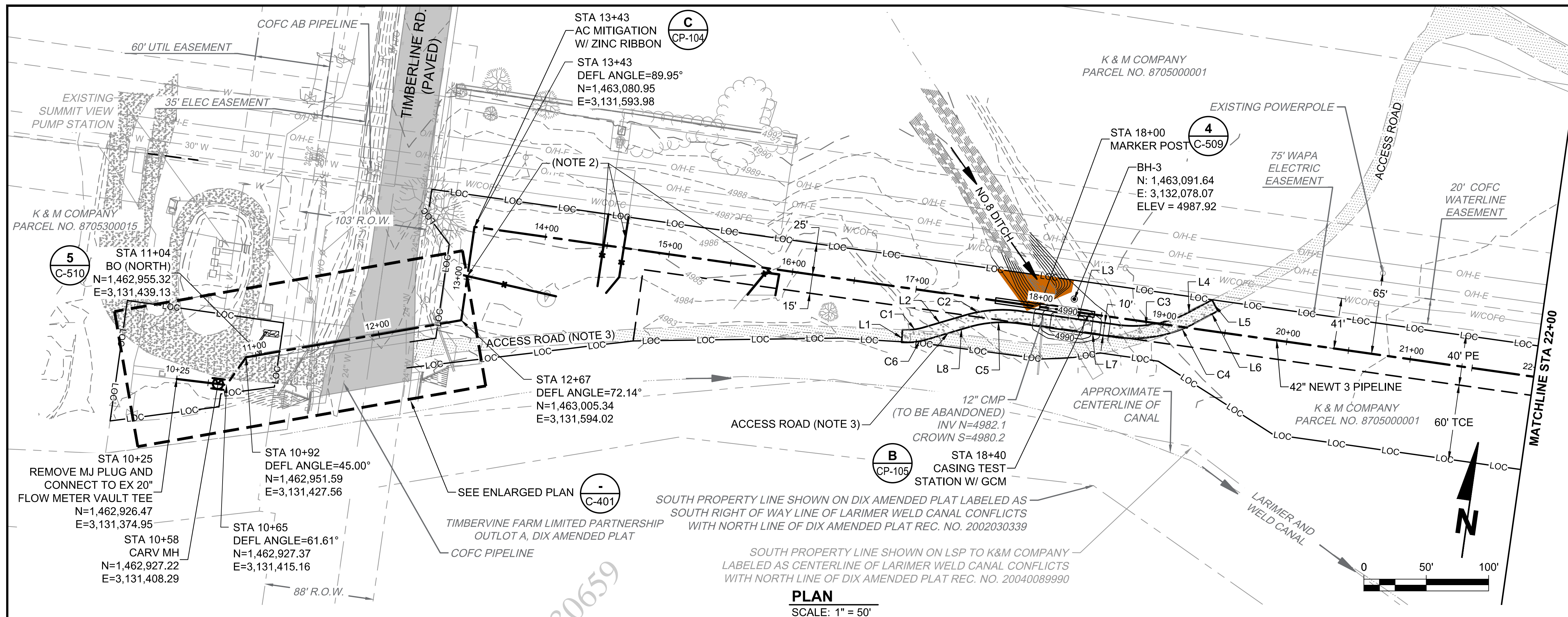
KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 1/12/2023
CLIENT: NWCWD
DWG: ESMT-K&M COMPANY-PE-R2
DRAWN: SMF CHECKED: MCD

EXHIBIT '2' TO PERMANENT NON-EXCLUSIVE WATER PIPELINE EASEMENT

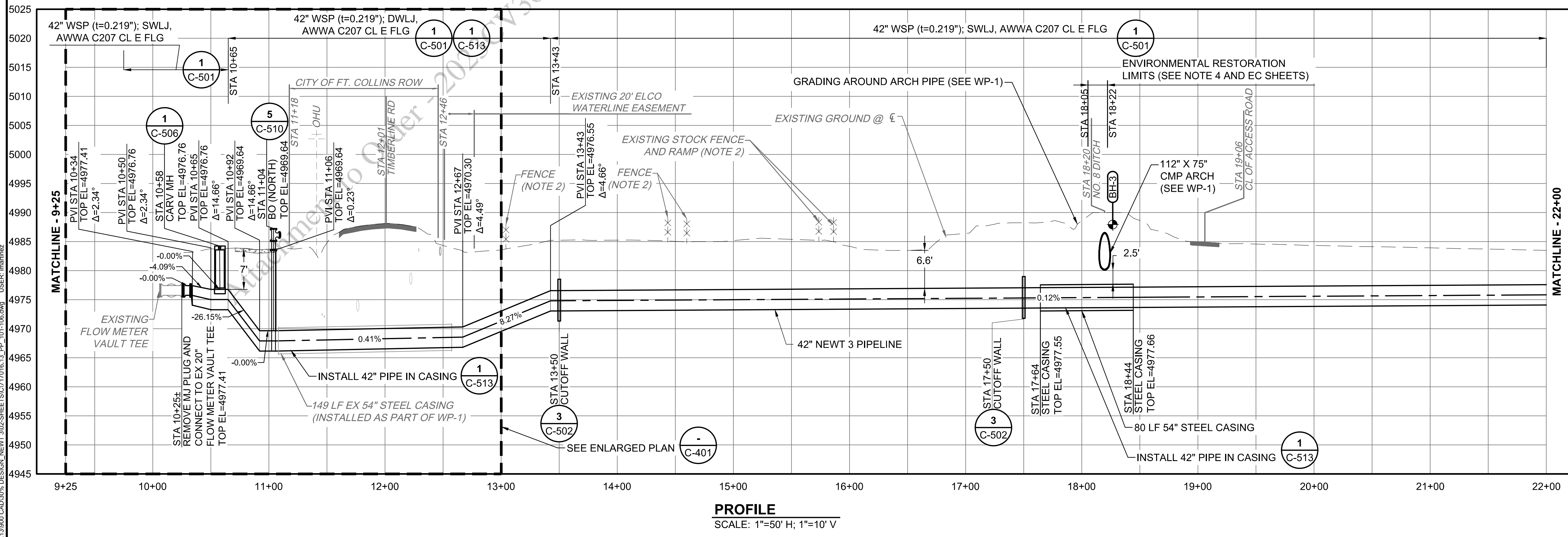
Construction Plans

Attachment to Order - 2023CV30659

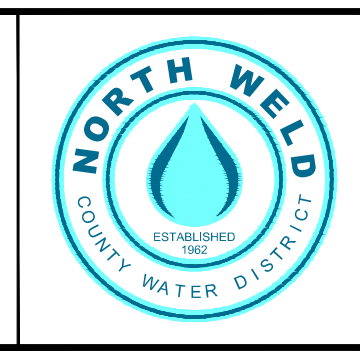


ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C1	019°41'58"	50.00'	17.19'	019°41'58"
C2	024°26'56"	105.00'	44.80'	024°26'56"
C3	035°55'33"	95.00'	59.57'	035°55'33"
C4	035°55'33"	105.00'	65.84'	035°55'33"
C5	024°26'56"	95.00'	40.54'	024°26'56"
C6	019°41'58"	60.00'	20.63'	019°41'58"
L1			10.00'	N04°49'58"W
L2			34.85'	S65°28'04"W
L3			78.01'	S89°55'00"W
L4			20.84'	S53°59'27"W
L5			10.00'	N36°00'33"W
L6			20.84'	N53°59'27"E
L7			78.01'	N89°55'00"E
L8			34.85'	N65°28'04"E

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - EXISTING STOCK FENCE, RAMP, AND OTHER MISCELLANEOUS FEATURES TO BE REMOVED FROM CONSTRUCTION CORRIDOR.
 - ONCE CONSTRUCTION IS COMPLETE, RECONSTRUCT ACCESS ROAD IN THE LOCATION SHOWN.
 - FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023.

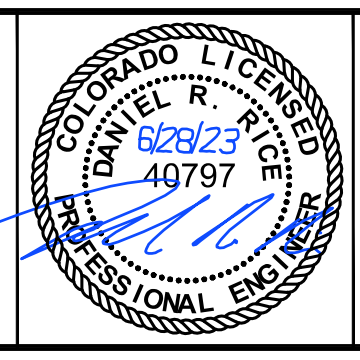


PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO 80129
 (303) 997-5035
 www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

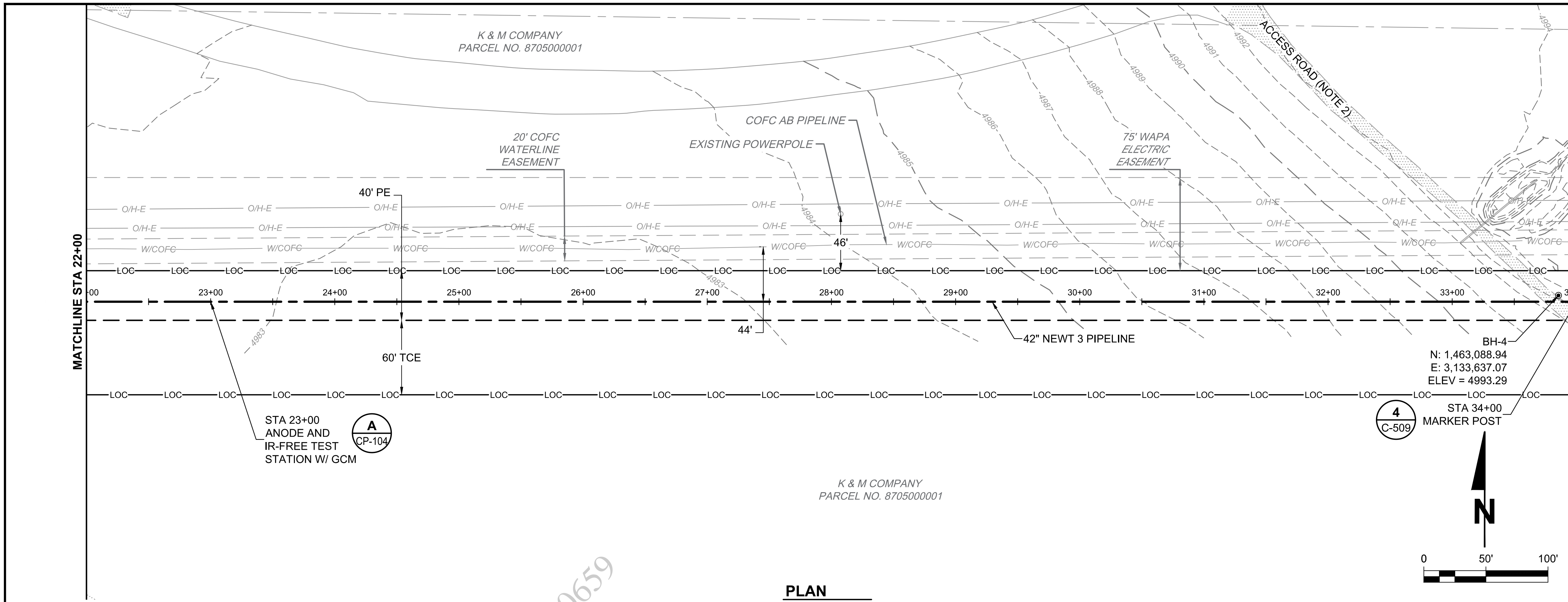
FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 10+00 TO STA 22+00

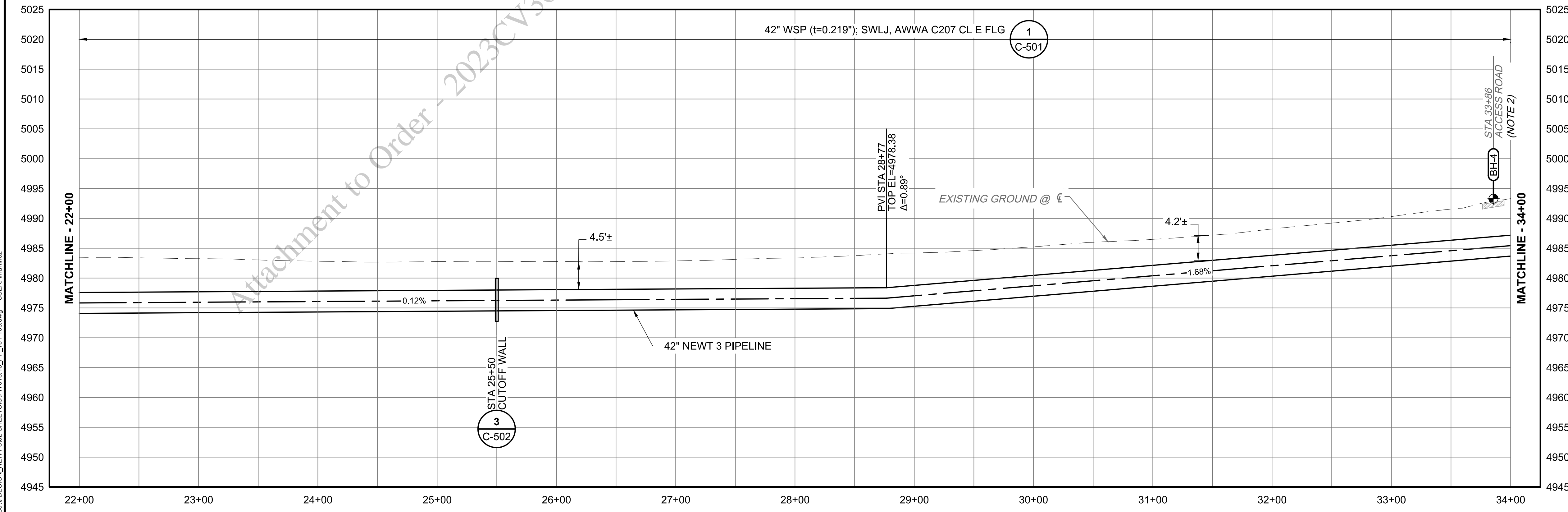
PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	9 OF 109
DRAWING:	PP-101



PLAN
SCALE: 1" = 50'

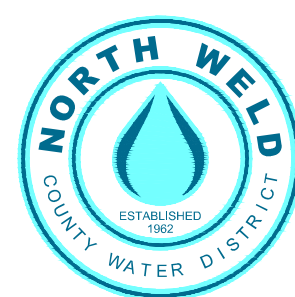
- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE GRAVEL ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.

4
C-501



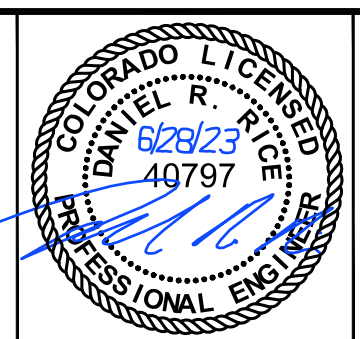
PROFILE
SCALE: 1"=50' H; 1"=10' V

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 22+00 TO STA 34+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	10 OF 109
DRAWING:	PP-102

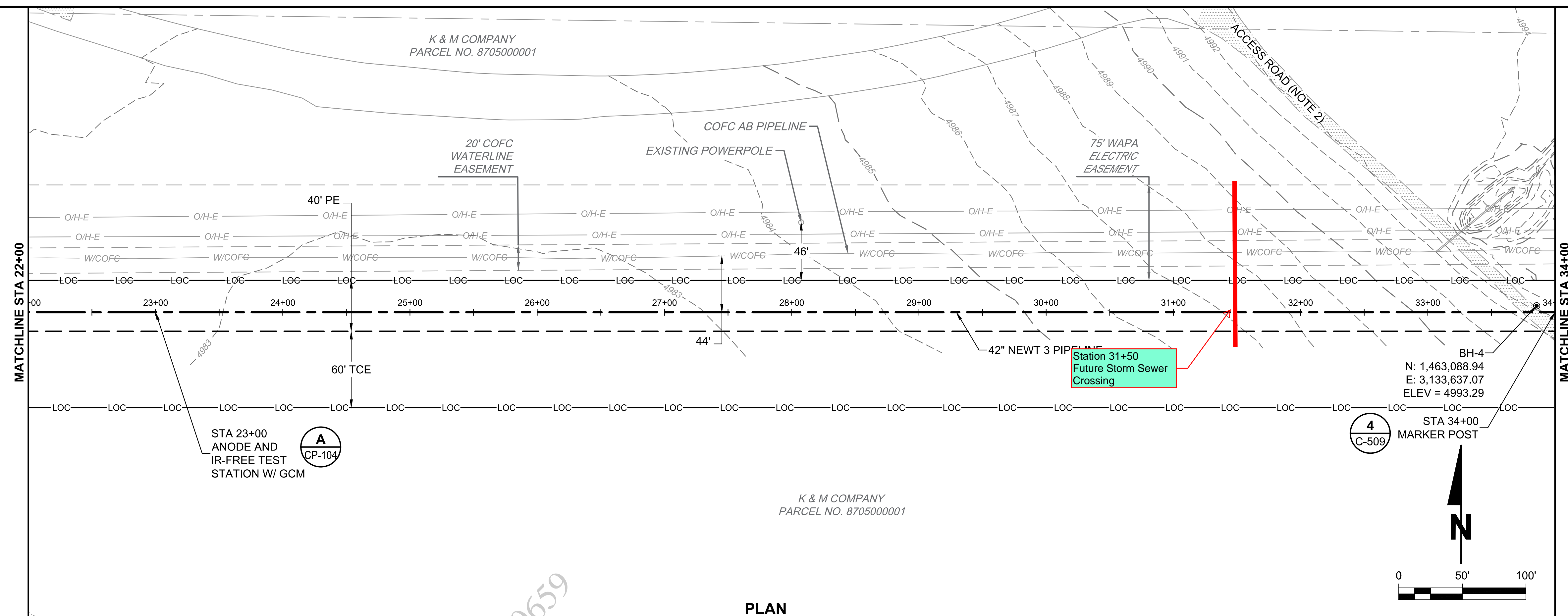
DATE: Jun 28, 2023, 5:04pm; DWG: Z:\Shared\2023\Projects\171016.13\1000 CAD\3035 DESIGN\NEWT_302 SHEETS\C171016.13_PP_01-102.dwg USER: imartinez

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS. DATE FILED: APR 23 2023 8:08 AM CASE NUMBER: 2023CV30659
 - RESTORE GRAVEL ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.

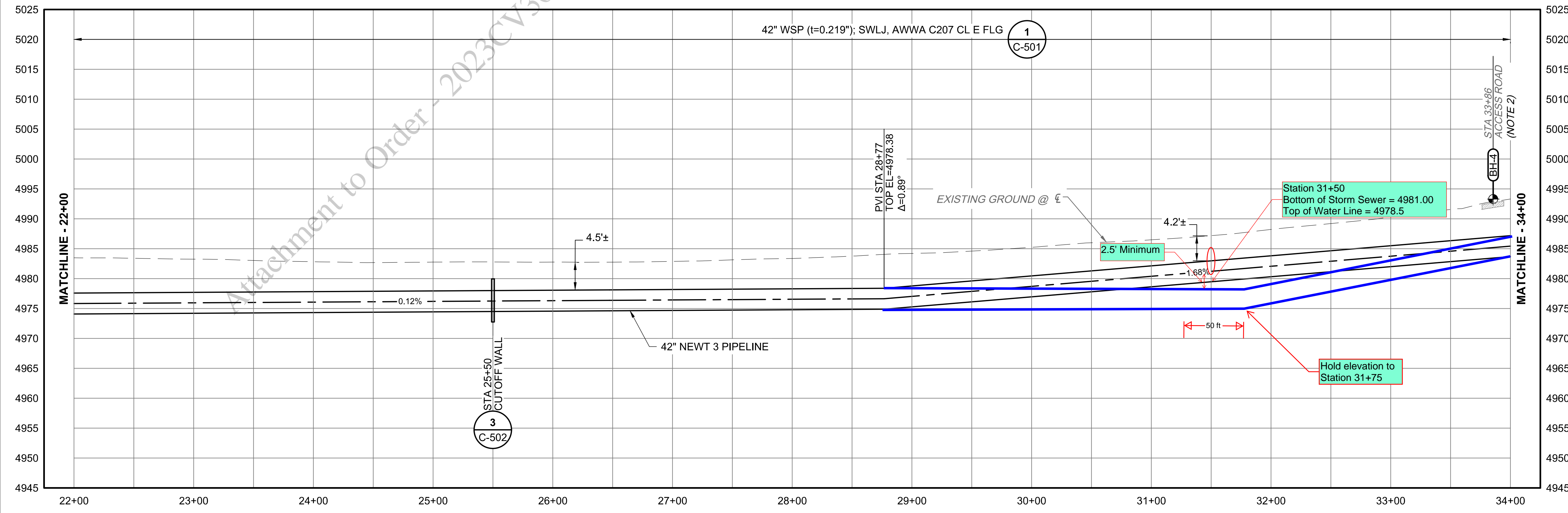
4
C-501

NEWT III Water Line Lowering Summary:

- Crossing Location at Station 31+50
- Bottom of Storm Sewer Elev = 4981.00
- Top of Waterline = 4978.50
- Clearance between NEWT III Waterline and Future Storm Sewer Crossing = 2.5'
- Lowering between station 31+25 to 31+75

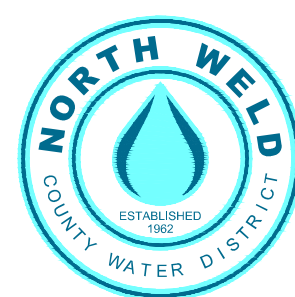


PLAN
SCALE: 1" = 50'



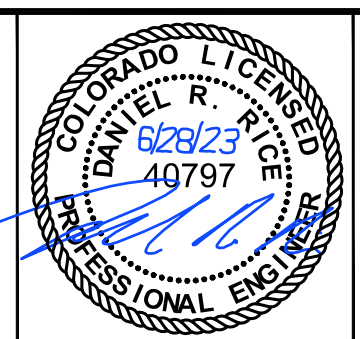
PROFILE
SCALE: 1"=50' H; 1"=10' V

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023

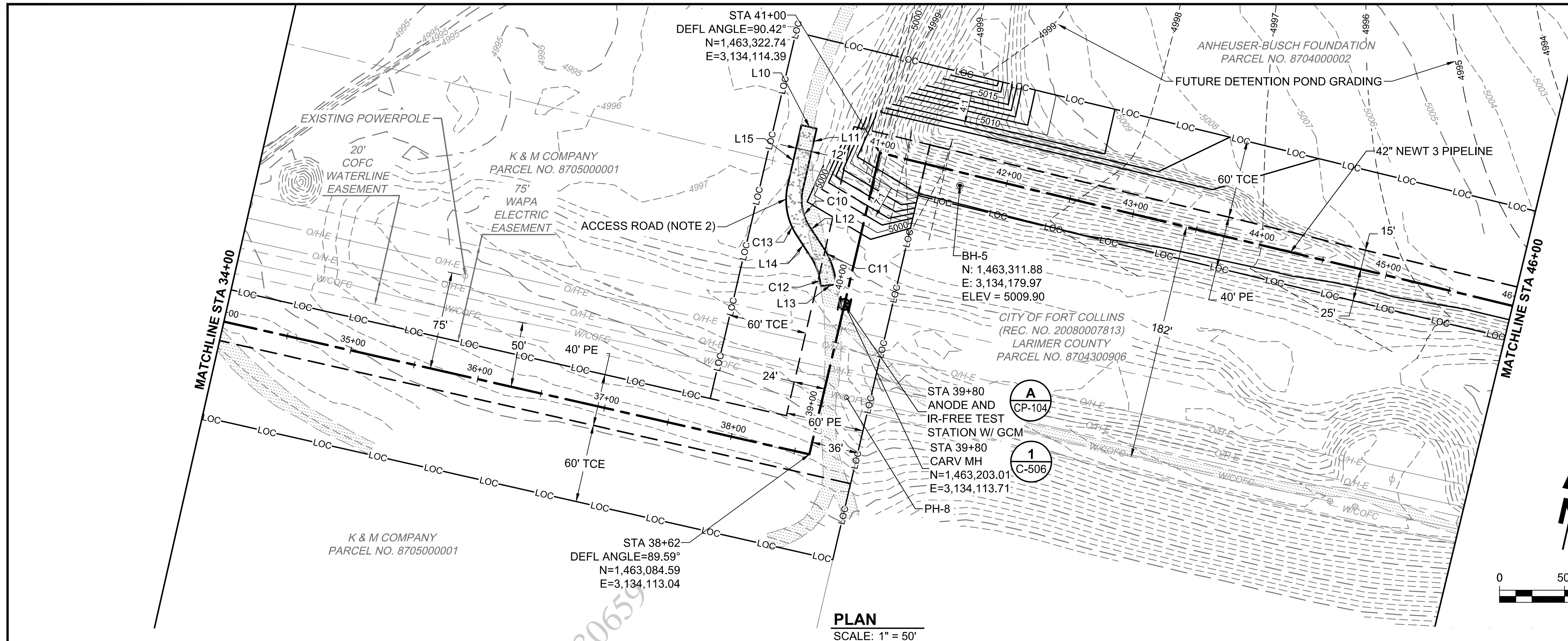


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 22+00 TO STA 34+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	10 OF 109
DRAWING:	PP-102

DATE: Jun 28, 2023, 5:04pm; DWG: Z:\Shared\2023\Projects\171016.13\9800 CAD\3065 DESIGN\NEWT_302 SHEETS\C171016.13_PP_01-102.dwg USER: imartinez

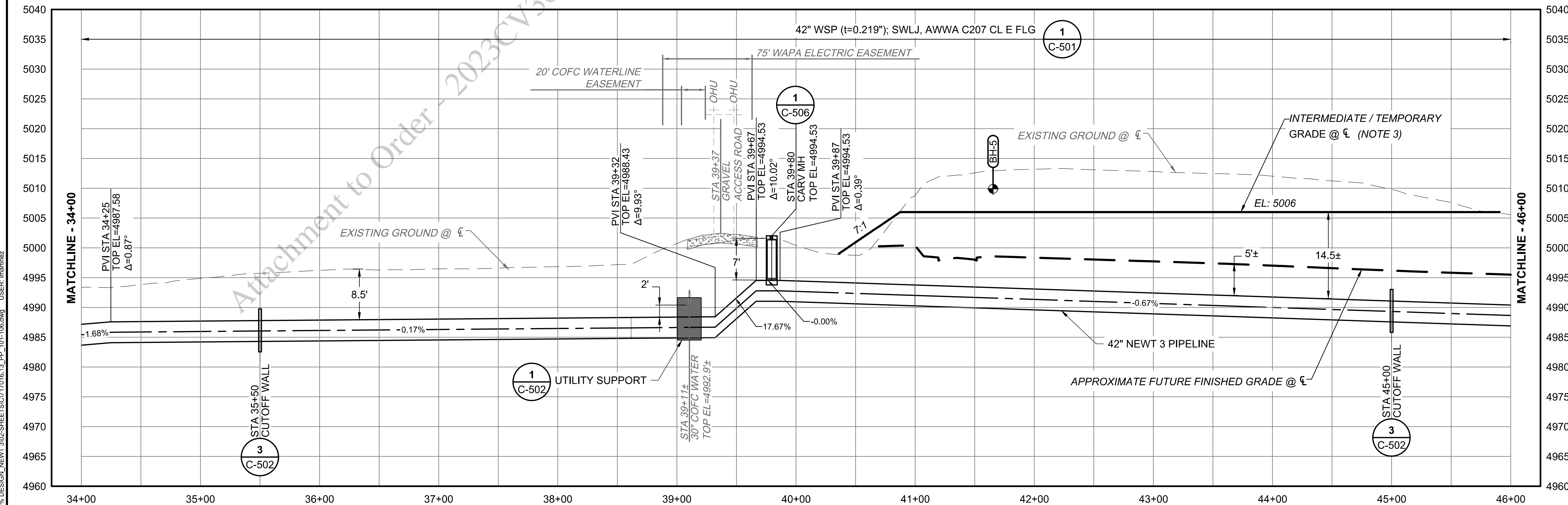


ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C10	045°56'00"	38.00'	30.46'	045°56'00"
C11	027°55'24"	62.00'	30.22'	027°55'24"
C12	027°55'24"	50.00'	24.37'	027°55'24"
C13	045°56'00"	50.00'	40.08'	045°56'00"
L10			12.00'	N89°55'00"E
L11			47.52'	S00°05'00"E
L12			19.28'	S46°01'00"E
L13			12.00'	S71°54'24"W
L14			19.28'	N46°01'00"W
L15			47.52'	N00°05'00"W

NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- ACCESS ROAD TO BE RECONSTRUCTED AROUND GRADING AS SHOWN.
- PRIOR TO INSTALLING PIPE, CONTRACTOR TO REGRADE GROUND SURFACE TO INTERMEDIATE/TEMPORARY GRADE. FUTURE FINISHED GRADE TO BE PERFORMED BY OTHERS. PROPERTY OWNER WILL ALLOW EXCAVATED MATERIAL TO BE PLACED IN SOUTHWEST CORNER OF PROPERTY NORTH OF CONSTRUCTION LIMITS.

PLAN
SCALE: 1" = 50'



PROFILE
SCALE: 1"=50' H; 1"=10' V

CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

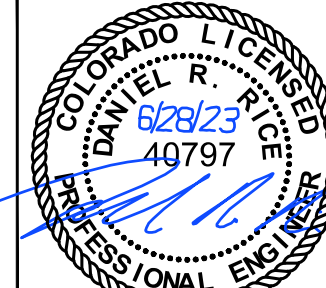
DATE: Jun 28, 2023, 5:04pm; DWG: Z:\Shared\2023\Projects\171016_13\900 CAD\3034 DESIGN\NEWT 302 SHEETS\C171016_13_PP_101.dwg; USER: imartinez

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 34+00 TO STA 46+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 11 OF 109

DRAWING: PP-103

TEMPORARY CONSTRUCTION EASEMENT

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524, and the NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, whose address is 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, the “Districts”) hereby acquire from K&M COMPANY, LLLP, a limited liability limited partnership, whose address is 1230 Country Club Rd., Fort Collins, CO 80524 (the “Landowner”) a temporary construction easement (the “Temporary Easement”) as described and depicted in **Exhibit 1** attached hereto and incorporated herein by this reference (the “Temporary Easement Area”) under the following terms and conditions.

1. Under the Temporary Easement, the Districts and its officers, agents, employees, designees, contractors, guests, and invitees, and all those acting by or on behalf of the District, shall have the following rights:

Accessing, surveying, locating, installing, and constructing the water pipeline(s), and all appurtenances thereto within the Permanent Easement Area under the Permanent Easement (recorded contemporaneously with the Temporary Easement), and for all purposes necessary and incidental thereto, including cutting and clearing trees, brush, debris, and other obstructions on the Temporary Easement Area that interfere with the operation and maintenance of the Temporary Easement, subject to the following requirements:

- i. The Districts right to possess and use the Temporary Easement Area will terminate on the last day of construction activities for the portion of the project within the Temporary Easement Area but in no event later than June 23, 2024; and
 - ii. Prior to the termination of the Temporary Easement, the Districts, at their sole cost and expense, shall restore the surface of the Temporary Easement Areas to a condition that is at least equal to the condition that existed prior to any disturbance by the Districts.
2. **Governing Law; Enforcement:** This Temporary Easement is subject to and is governed by the laws of the State of Colorado. Enforcement of the Temporary Easement may be by legal proceedings against any party violating any restriction, covenant, condition, or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.
3. **No Rights to the Public:** The Temporary Easement is not intended to, nor will it create any rights in the public to the Temporary Easement Area.

4. **LWIC Prior Easement:** The Larimer and Weld Irrigation Company (“LWIC”) may have an interest in the Temporary Easement Area by virtue of a prescriptive or statutory ditch easement for the width of the ditch and sufficient lands on each side of the ditch as are reasonably necessary to maintain, repair, operate and reasonably enjoy the use of such easement (the “LWIC Easement”). The Districts’ rights under the Temporary Easement are subject to the LWIC Easement by LWIC.
5. **No Waiver:** Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of the Temporary Easement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.
6. **Modifications:** The Temporary Easement may be modified or amended only in writing, duly executed, and acknowledged by the Districts and the Landowner.
7. **Entire Agreement:** The Temporary Easement, subject to the Districts’ rules, regulations, standards, and resolutions which are not in conflict with provisions hereof, contains the entire agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of the Temporary Easement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties’ intent.
8. **Runs with the Land:** The Temporary Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions, and limitations of the Temporary Easement, shall run with and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the Landowner and the Districts and all persons claiming an interest in the Temporary Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, personal representatives, successors, and permitted assigns of the parties.
9. **Landowner warrants and represents** that it is the fee owner of the Easement Area and has the right to grant the Easement and rights contained herein. Landowner has no actual knowledge of any encumbrances, leases, mortgages, or liens, except those previously disclosed by the Districts or the Landowner.
10. **The Temporary Easement incorporates all agreements** between the parties as to the subject matter of the Temporary Easement and no prior representations or statements, verbal or written, shall modify or supplement the terms of the Temporary Easement.

The Temporary Easement shall be recorded, at the Districts’ sole cost, in the office of the County Clerk and Recorder’s Office in which the Temporary Easement is located.

(06/18/09)

EXHIBIT '1' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

Attachment to Order - 2023CV30659

(06/18/09)

EXHIBIT 3

(1 of 4)

PROPERTY DESCRIPTION

North Parcel

A parcel of land, being part of the East Half (E1/2) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;

THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°55'00" East along said South line of said electric transmission easement a distance of 2503.29 feet to a point being One Hundred Twenty (120) feet, as measured at a right angle, West of the East line of the Southeast Quarter (SE1/4) of said Section 5, said point being the **POINT OF BEGINNING**;

THENCE North 00°19'26" East along a line being One Hundred Twenty (120) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 189.21 feet;

THENCE North 00°20'03" East along a line being One Hundred Twenty (120) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 100.15 feet;

THENCE South 89°15'10" East a distance of 120.00 feet to the intersection with the East line of the Northeast Quarter (NE1/4) of said Section 5;

THENCE South 00°20'03" West along the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 60.00 feet;

THENCE North 89°15'10" West a distance of 60.00 feet to a point being Sixty (60) feet, as measured at a right angle, West of the East line of the Northeast Quarter (NE1/4) of said Section 5;

THENCE South 00°20'03" West along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.08 feet;

THENCE South 00°19'26" West along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 188.41 feet to said South line of said electric transmission easement;

THENCE South 89°55'00" West along said South line of said electric transmission easement a distance of 60.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 20,936 sq. ft. or 0.481 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

South Parcel

A strip of land, being part of the Southeast Quarter (SE1/4) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;



EXHIBIT 3

(2 of 4)

PROPERTY DESCRIPTION

THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°55'00" East along said South line of said electric transmission easement a distance of 206.78 feet;

THENCE South 00°05'00" East a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, South of said South line of said electric transmission easement, said point being the **POINT OF BEGINNING**;

THENCE North 89°55'00" East along a line being Forty (40) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission easement a distance of 2416.23 feet to the East line of the Southeast Quarter (SE1/4) of said Section 5;

THENCE South 00°19'26" West along the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 60.00 feet to a point being One Hundred (100) feet, as measured at a right angle, South of said South line of said electric transmission easement;

THENCE South 89°55'00" West along a line being One Hundred (100) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission easement a distance of 1897.54 feet;

THENCE North 65°34'50" West a distance of 109.01 feet;

THENCE South 89°55'00" West a distance of 47.22 feet;

THENCE South 71°57'05" West a distance of 21.27 feet;

THENCE South 79°07'17" West a distance of 25.92 feet;

THENCE South 89°23'52" West a distance of 99.23 feet;

THENCE South 85°14'53" West a distance of 63.46 feet;

THENCE South 81°05'08" West a distance of 165.65 feet;

THENCE North 00°05'00" West a distance of 57.70 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 131,129 sq. ft. or 3.010 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

SHEET 4



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

NB1/4
SEC. 5

AREA SHOWN ON K&M COMPANY LSP
FOR WINDSOR RESERVOIR AND CANAL CO.
DEED B.171, P. 454
REC. NO. 20040089990 (PLAT)

CENTER QUARTER CORNER,
SECTION 5, T7N, R68W
POINT OF COMMENCEMENT

30' RIGHT-OF-WAY
(ROAD BOOK R, PAGE 15)
(REC. NO. 88000163)

20' PERMANENT EXCLUSIVE WATER EASEMENT
EAST LARIMER COUNTY WATER DISTRICT
REC. NO. 2008008008

K & M COMPANY
B.2164 P.1201

(BASIS OF BEARINGS)
S89°19'06"E 2624.56'

75' CONTRACT AND GRANT OF EASEMENT
TO THE UNITED STATES OF AMERICA
FOR ELECTRIC TRANSMISSION LINE
BK.916 P.189

20' DEED OF EASEMENT FOR WATERLINE
THE CITY OF FORT COLLINS, COLORADO
REC. NO. 80040703

206.78'
POINT OF
BEGINNING
SOUTH
PARCEL

500°05'00"E
40.00'

RIGHT-OF-WAY LINE
(REC. NO. 88000163)

40'

N89°55'00"E 2503.29'

N89°55'00"E 2416.23'

60'

S89°55'00"W 1897.54'

SOUTH PARCEL
131,129 SQ.FT.
3.010 ACRES

SOUTH PROPERTY LINE
SHOWN ON LSP TO K&M COMPANY
LABELED AS CENTERLINE OF LARIMER WELD CANAL
CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT
REC. NO. 20040089990

L2
L3
L4
L5
L6
L7
L8
LAKIMER & WELD CANAL

50'

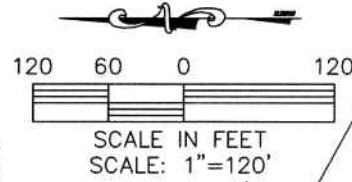
30' RIGHT-OF-WAY
(ROAD BOOK R, PAGE 15)

SOUTH QUARETR CORNER,
SECTION 5, T7N, R68W

SOUTH PROPERTY LINE
SHOWN ON DIX AMENDED PLAT
LABELED AS SOUTH RIGHT OF WAY LINE
OF LARIMER WELD CANAL
CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT
REC. NO. 2002030339

TIMBERVINE FARM LIMITED PARTNERSHIP
OUTLOT A, DIX AMENDED PLAT

SE1/4
SEC. 5



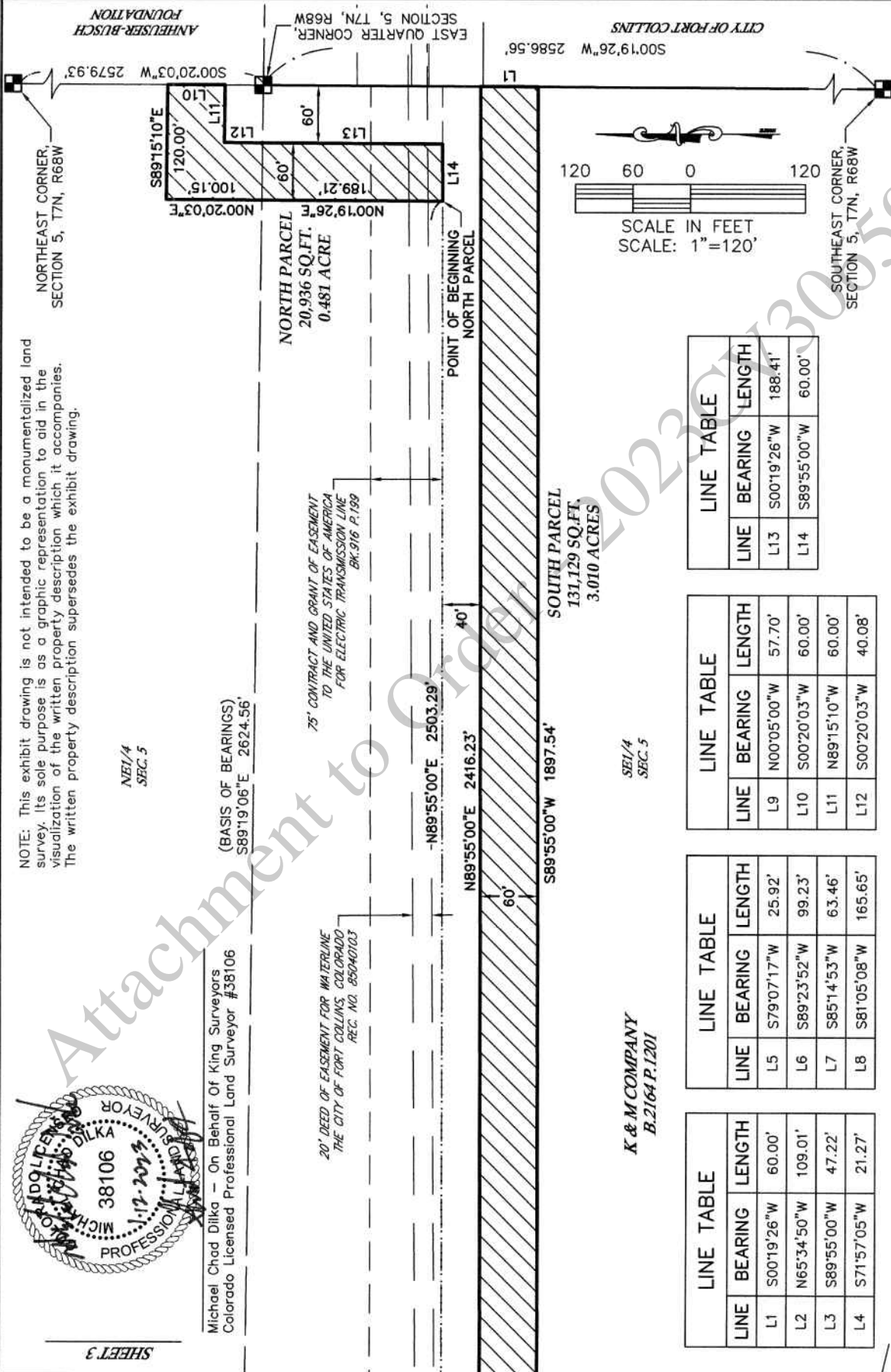
NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20200030
DATE: 1/12/2023
CLIENT: NWCWD
DWG: ESMT-K&M COMPANY-TCE-R1
DRAWN: SMF CHECKED: MCD



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

NB1/4
SEC. 5

(BASIS OF BEARINGS)
S89°19'06"E 2624.56'

75' CONTRACT AND GRANT OF EASEMENT
TO THE UNITED STATES OF AMERICA
FOR ELECTRIC TRANSMISSION LINE
BK. 916 P. 189

20' DEED OF EASEMENT FOR WATERLINE
THE CITY OF FORT COLLINS, COLORADO
REC. NO. 85040103

SOUTH PARCEL
131,129 SQ.FT.
3.010 ACRES

SE1/4
SEC. 5

K & M COMPANY
B.2164 P.1201



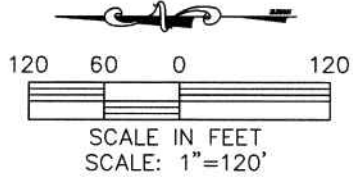
Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

LINE TABLE	
LINE	BEARING LENGTH
L13	S00°19'26"W 188.41'
L14	S89°55'00"W 60.00'

LINE TABLE	
LINE	BEARING LENGTH
L9	N00°05'00"W 57.70'
L10	S00°20'03"W 60.00'
L11	N89°15'10"W 60.00'
L12	S00°20'03"W 40.08'

LINE TABLE	
LINE	BEARING LENGTH
L5	S79°07'17"W 25.92'
L6	S89°23'52"W 99.23'
L7	S85°14'53"W 63.46'
L8	S81°05'08"W 165.65'

LINE TABLE	
LINE	BEARING LENGTH
L1	S00°19'26"W 60.00'
L2	N65°34'50"W 109.01'
L3	S89°55'00"W 47.22'
L4	S71°57'05"W 21.27'



SHEET 3



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20200030
DATE: 1/12/2023
CLIENT: NWCWD
DWG: ESMT-K&M COMPANY-TCE-R1
DRAWN: SMF CHECKED: MCD

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 (970) 494-3500</p>	<p>DATE FILED: January 19, 2024 11:06 AM FILING ID: 29A24E6358546 CASE NUMBER: 2023CV30659</p>
<p>Petitioners: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado,</p> <p>v.</p> <p>Respondents: K & M COMPANY, LLLP, a Colorado limited liability limited partnership, et al.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Attorneys for Petitioners Jamie N. Cotter, No. 40309 Lauren A. Taylor, No 52452 SPENCER FANE LLP 1700 Lincoln Street, Suite 2000 Denver, Colorado 80203 Telephone: 303-839-3800 Fax: 303-839-3838 E-mail: jcotter@spencerfane.com; ltaylor@spencerfane.com</p> <p>Attorney for Petitioner East Larimer County Water District: Tim Goddard Goddard Law Office, PLLC 210 E. 29th Street Loveland, CO 80538 Telephone: 970-493-5070 E-mail: timg@hfglaw.com</p> <p>Attorneys for Respondent City of Fort Collins: Ryan Malarky, Reg. No. 41577 Fort Collins City Attorney's Office 300 Laporte Avenue Fort Collins, CO 80521 Telephone: 970-416-4328 E-mail: rmalarky@fcgov.com</p>	<p>Case Number: 23CV30659</p> <p>Division: 3B</p>
<p align="center">STIPULATION REGARDING IMMEDIATE POSSESSION AND CITY OF FORT COLLINS'S PROPERTY INTEREST AND FACILITIES</p>	

Petitioners East Larimer County Water District (“ELCO”) and North Weld County Water District (“North Weld”) (collectively, the “Districts”), and Respondent City of Fort Collins (the “City”) (all collectively, the “Parties”), by and through their respective counsel of record, stipulate and agree to the Districts’ possession, use and acquisition of the Districts’ Easements (defined below) upon the following terms and conditions.

1. The City is the owner of a water pipeline easement recorded in the public records of the Larimer County Clerk and Recorder on August 14, 1985, at Reception No. 85040103 (“City’s Easement”) for the purposes stated therein and within which the City operates and maintains a water pipeline (“City’s Infrastructure”).
2. The Districts seek to acquire a permanent water pipeline easement and temporary construction easement which shall be recorded in the public records of the Larimer County Clerk and Recorder across certain property located in Larimer County, Colorado and more particularly described in Exhibit 2 and Exhibit 3 attached to the Districts’ Petition in Condemnation (collectively, the “Districts’ Easements”), for the purposes stated therein for the installation of a 42-inch treated water pipeline (“Districts’ Infrastructure”).
3. The Districts’ Easements and the Districts’ Infrastructure will encroach upon that portion of the City’s Easement and City’s Infrastructure shown on Exhibit A attached hereto (“Encroachment Area”).
4. The Districts and the City have reviewed the construction plans for the construction of the Districts’ Infrastructure, which plans are shown on Exhibit B attached hereto (“Plans”).
5. The City has determined that the Districts’ Easements will not unreasonably interfere with the City’s use of the City’s Easement, provided that the Districts’ Infrastructure is constructed and installed according to the Plans and the Districts’ Infrastructure is subject and subordinate to the City’s Easement, and further pursuant to the terms and conditions to this Stipulation.
6. The City hereby consents to the Districts’ encroachment within the Encroachment Area provided that the Districts install or construct the Districts’ Infrastructure in substantial conformance with the Plans and the use of the Districts’ Easements are limited to the extent provided in the Districts’ Easements, both of which are subject and subordinate to the City’s Easement. This Stipulation shall not be deemed as a conveyance from the City to the Districts of any interest in the real property where the Parties’ easements are located. The Districts will obtain the Easements from the fee owner of the property identified in this case by entering into a separate agreement with the owner of said property or by a rule and order by the Court.
7. The Districts shall not encroach upon or use any portion of the City’s Easement outside the Encroachment Area. If the Districts cause any damage to the City’s Easement or the City’s Infrastructure outside the Encroachment Area or the City’s Infrastructure at any location, the Districts at their sole cost and expense, and as soon as practicable, shall repair such damage as reasonably necessary to return the City’s Easement or the City’s Infrastructure

to a state that is at least equal to the state that existed prior to the damage, provided that, the City, in an emergency situation, may repair any such damage without prior notice, and the Districts shall reimburse the City for the reasonable cost thereof upon invoice by the City.

8. The Districts understand that the City's Infrastructure is the main waterline serving the Anheuser-Busch brewery. Prior to the commencement of construction and throughout the construction of the Districts' Infrastructure within the Encroachment, the Districts will use best efforts to coordinate with the City the construction activities that may impact the City's Infrastructure, including but not limited to a minimum of two (2) weeks' prior written notice of said activities, to minimize potential impacts to the City's ability to deliver water to Anheuser-Busch and any other impacted customers.
9. The Districts shall maintain all clearances required by law and obey all City written rules and regulations as well as all reasonable written and verbal instructions related to safety during the Districts' presence on the Encroachment Area. Any damage caused by the Districts to the City's Infrastructure shall, at the City's option, be paid for or repaired at the expense of the Districts. The Districts shall provide a minimum of two (2) weeks' advance written notice to the City prior to any work in the Encroachment Area, but this requirement shall not apply in the case of emergency work. These provisions shall also apply to any other work involving construction, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Districts' Infrastructure within the Encroachment Area. Notwithstanding the foregoing, the City will have no duty to monitor any activities conducted by the Districts. Any monitoring by the City of construction or other activities conducted by the Districts on or near the Encroachment Area is for the sole benefit of the City and shall not create any duty, obligation or liability to the Districts or any other person.
10. The Districts and City acknowledge their respective easements and infrastructure are necessary for a public use and, as such, the parties will consider the existence of the respective easements and infrastructure in future construction projects and work in good faith to try and resolve any engineering conflicts or concerns which may arise. All Parties agree they shall not seek to extinguish, adversely impact, or impair the other Parties' easements or the public project for which the easements are acquired. The City commits to replace or repair the City Infrastructure and to design and construct future City improvements in, on, under or across the portion of the Encroachment where the District's Infrastructure are located in a manner so as to protect in place and minimize any impact or interference with the Districts' Infrastructure.
11. The Districts have been fully advised by the City that the City's Infrastructure is subject to cathodic protection by rectifier and related anode beds, which may have an impact on the Districts' cathodic protection systems for the Districts' Infrastructure or on the Districts' Infrastructure itself. The City shall not be liable for stray current or interfering signals induced in the Encroachment as a result of the City operating its cathodic protection system. The Districts assume all risk pursuant to the provisions of this Stipulation of the existence and nature of the City's Infrastructure and the potential risk involved within the Encroachment.

12. Each party is responsible for its own negligence and that of its officers and employees. However, nothing herein is intended as a waiver of the rights and privileges provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., as now in effect or hereafter amended. Any Party contracting for work to be done in the Encroachment shall require its contractors to maintain a comprehensive policy of general liability insurance in an amount not less than \$1,000,000, naming the contracting Party as insured and the other Party as an additional insured.
13. The rights and obligations of this Stipulation shall be appurtenant to and deemed to run with the Property.
14. The Districts agree to ensure that any order, stipulation, or voluntary agreement conveying, granting, or establishing the Districts' Easements in and to the Districts will specifically include the terms and conditions set forth in this Stipulation. Should the Districts fail to do so, the Districts shall take all steps necessary to amend such order, stipulation, or voluntary agreement to include such terms and conditions.
15. The City does not object to the request by the Districts for immediate possession of the Districts' Easements and to entry of a Final Rule and Order conveying the Districts' Easements to the Districts, provided that the terms and conditions of this Stipulation are incorporated into and made part of the Court's Order of Possession and Final Rule and Order.
16. The Districts agree that they shall provide the City's attorney of record with a final, recorded version of any Rule and Order, stipulation, or voluntary agreement transferring the Districts' Easements to the Districts within a reasonable time of such recording.
17. The City makes no claim to any compensation that may be awarded in this case. Each party to pay its own costs and attorneys' fees.
18. If the Districts amend their Petition regarding the acquisition of property rights, the Districts will specifically indicate that such amended rights are being acquired subject to the City Easement subject to the terms and conditions of this Stipulation, or in the alternative, shall notify the City of such proposed amendment and provide the City an opportunity to respond.
19. The Districts and the City agree that upon the Court's entry of an order approving this Stipulation, the City will no longer be required to participate in this action but shall remain a party and shall be served with all pleadings and orders in this action.
20. Based upon the terms set forth above, the parties request that the Court enter an order approving this Stipulation.

Respectfully submitted this 19th day of January, 2024.

SPENCER FANE LLP

This document is e-filed per C.R.C.P. 121, section 1-26. A duly signed copy is on file at the offices of Spencer Fane LLP

/s/ Jamie N. Cotter

Jamie N. Cotter

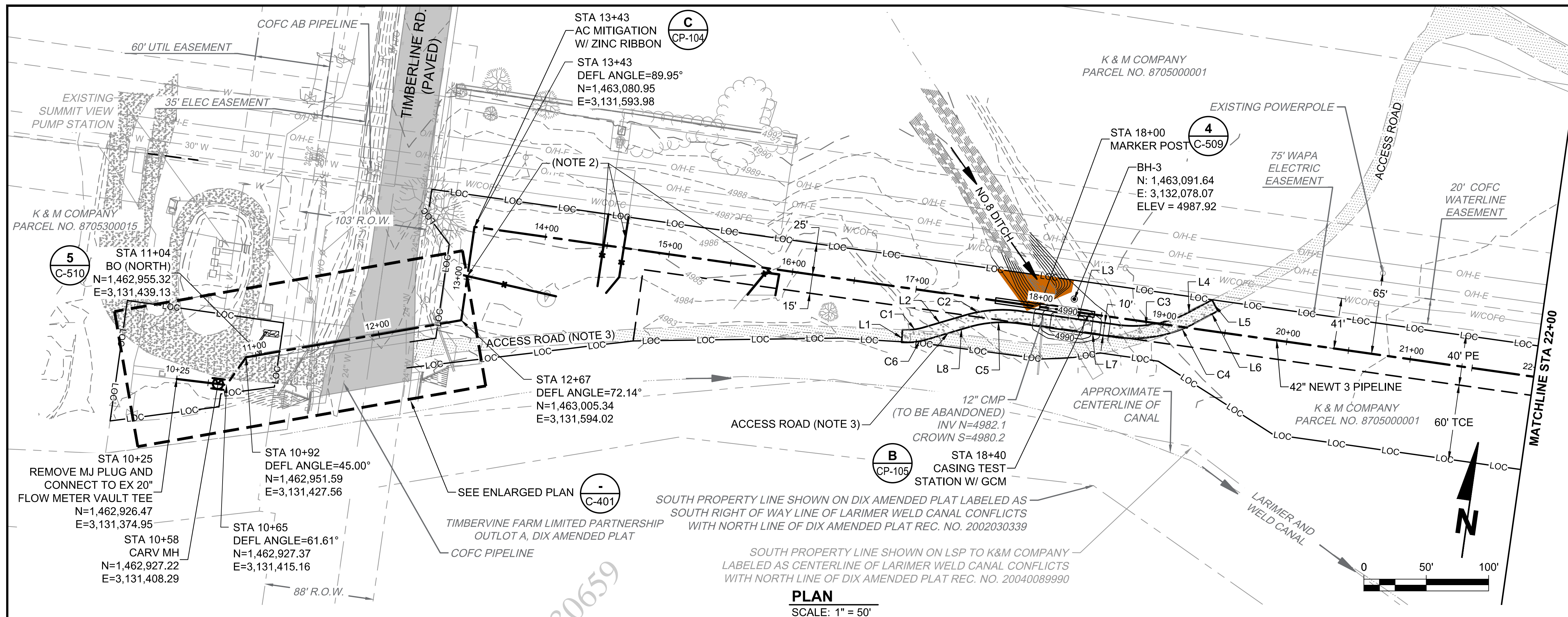
Lauren A. Taylor

CITY OF FORT COLLINS, COLORADO, a
home rule municipality

This document is e-filed per C.R.C.P. 121, section 1-26. A duly signed copy is on file at the offices of Spencer Fane LLP

/s/ Ryan S. Malarky

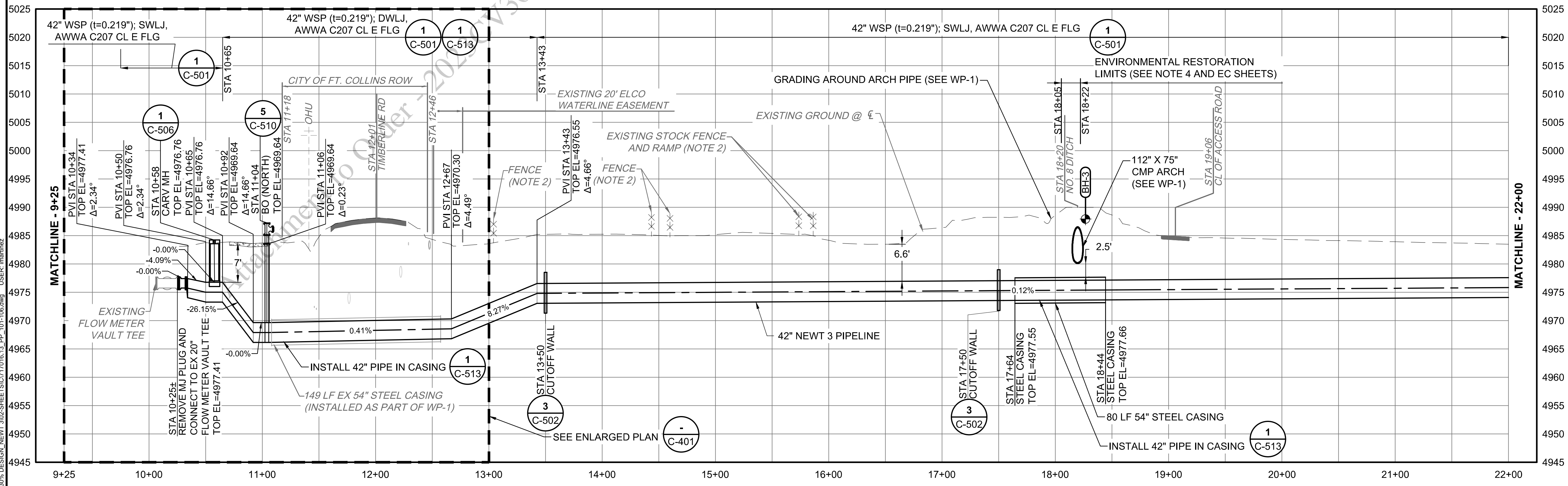
Ryan S. Malarky, # 41577



ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C1	019°41'58"	50.00'	17.19'	019°41'58"
C2	024°26'56"	105.00'	44.80'	024°26'56"
C3	035°55'33"	95.00'	59.57'	035°55'33"
C4	035°55'33"	105.00'	65.84'	035°55'33"
C5	024°26'56"	95.00'	40.54'	024°26'56"
C6	019°41'58"	60.00'	20.63'	019°41'58"
L1			10.00'	N04°49'58"W
L2			34.85'	S65°28'04"W
L3			78.01'	S89°55'00"W
L4			20.84'	S53°59'27"W
L5			10.00'	N36°00'33"W
L6			20.84'	N53°59'27"E
L7			78.01'	N89°55'00"E
L8			34.85'	N65°28'04"E

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - EXISTING STOCK FENCE, RAMP, AND OTHER MISCELLANEOUS FEATURES TO BE REMOVED FROM CONSTRUCTION CORRIDOR.
 - ONCE CONSTRUCTION IS COMPLETE, RECONSTRUCT ACCESS ROAD IN THE LOCATION SHOWN.
 - FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023.

PLAN
SCALE: 1" = 50'



PROFILE
SCALE: 1"=50' H; 1"=10' V

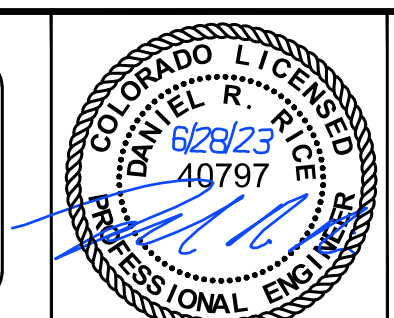
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



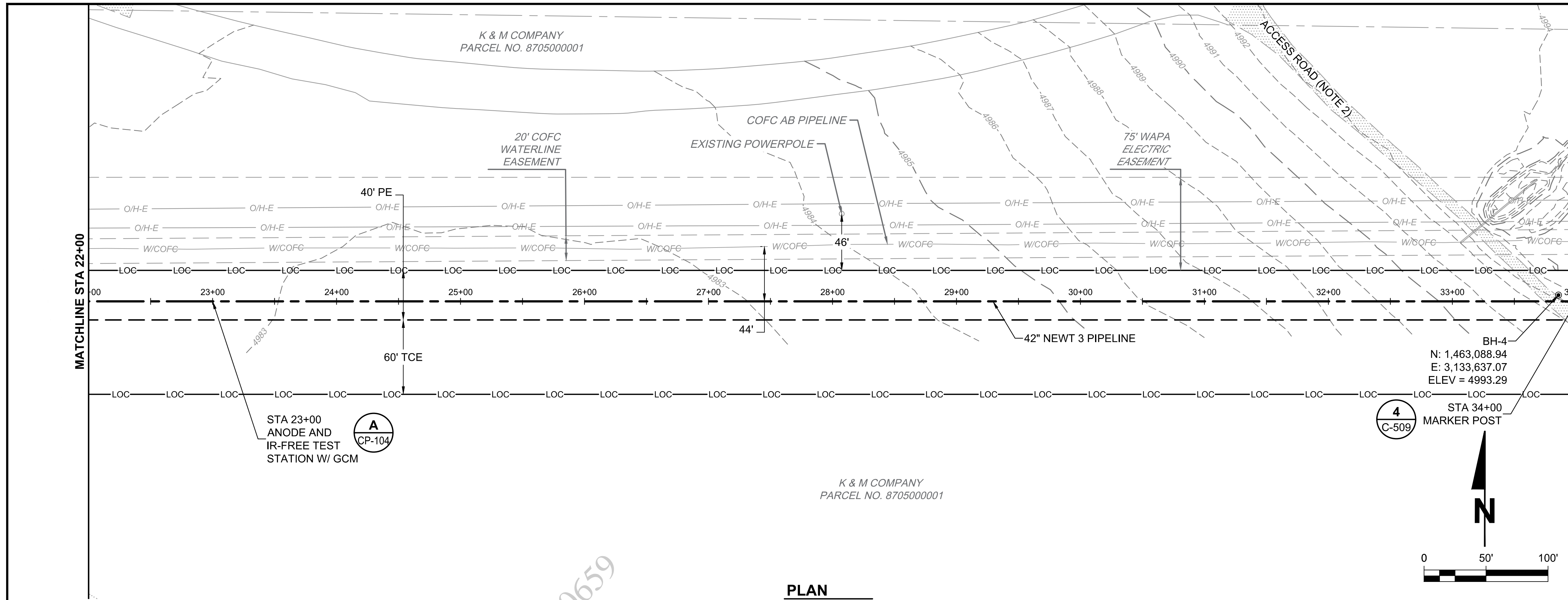
REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023

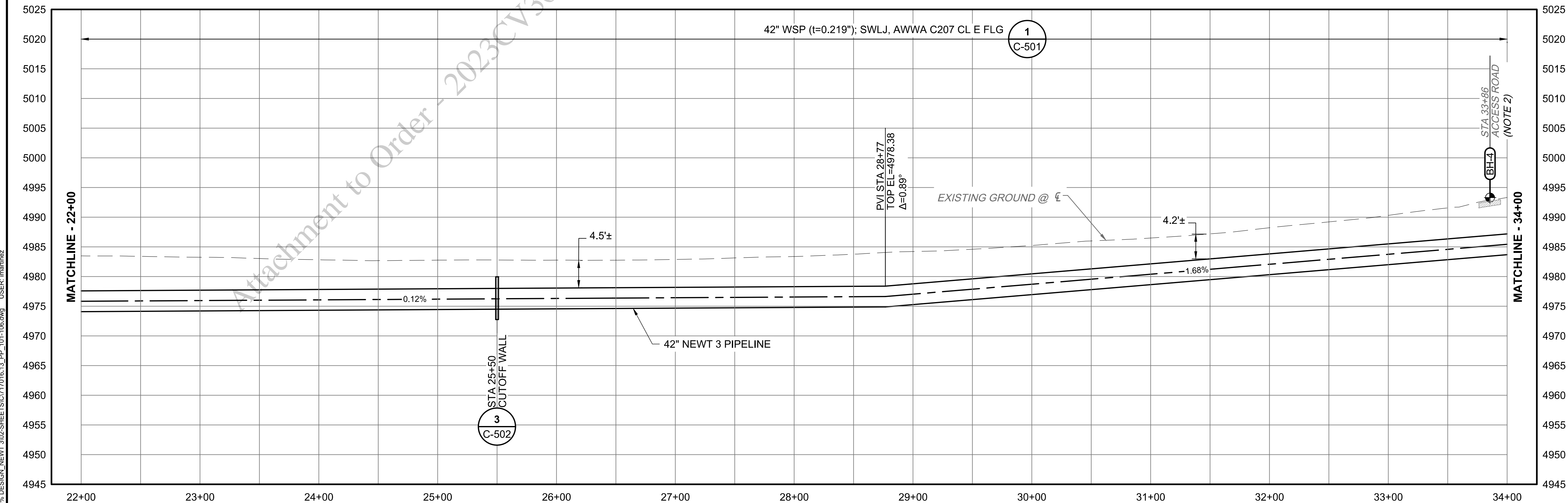


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 9 OF 109
DRAWING: PP-101



PLAN
SCALE: 1" = 50'



PROFILE
SCALE: 1"=50' H; 1"=10' V

NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- RESTORE GRAVEL ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.

4
C-501

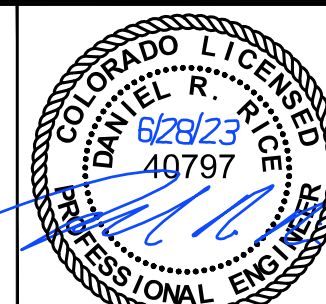
DATE: Jun 28, 2023, 5:04pm
DWG: Z:\Shared\2023\Projects\171016_13\9000 CAD\30% DESIGN\NEWT 3\02 SHEETS\C171016_13_PP_01-102.dwg USER: imartinez

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023

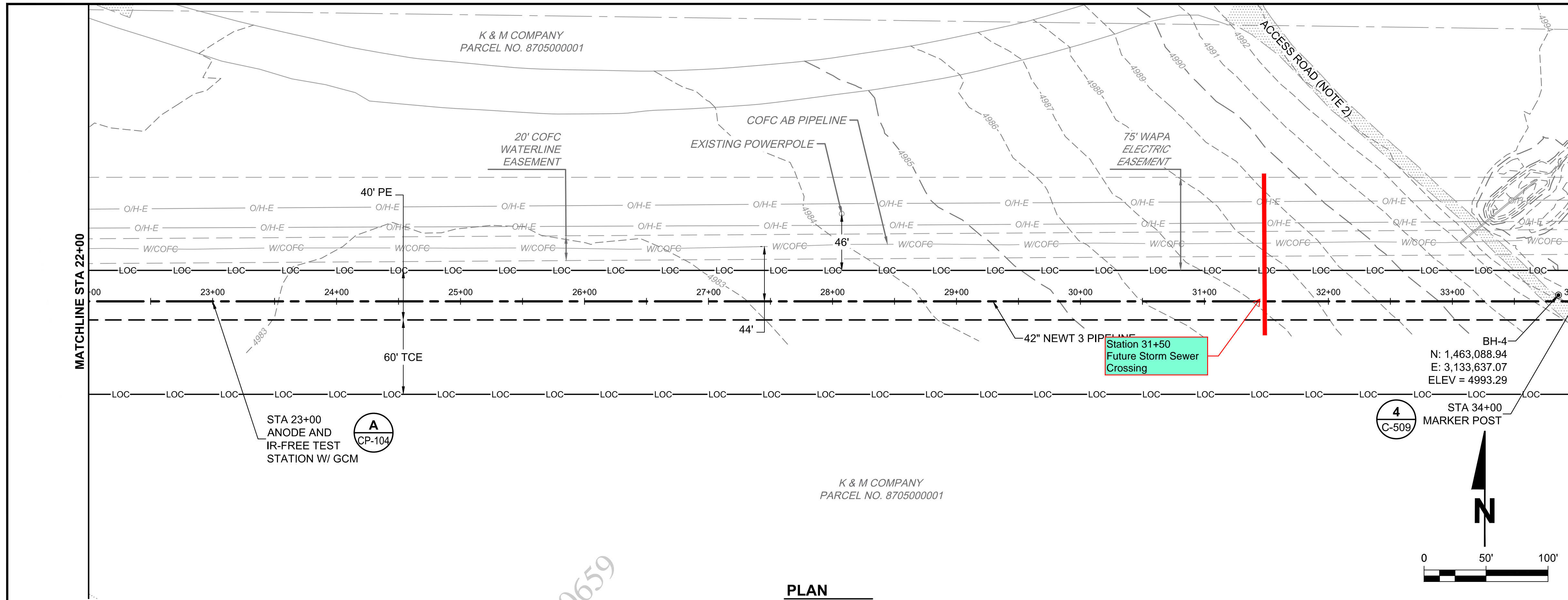


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 22+00 TO STA 34+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	10 OF 109

DRAWING: PP-102

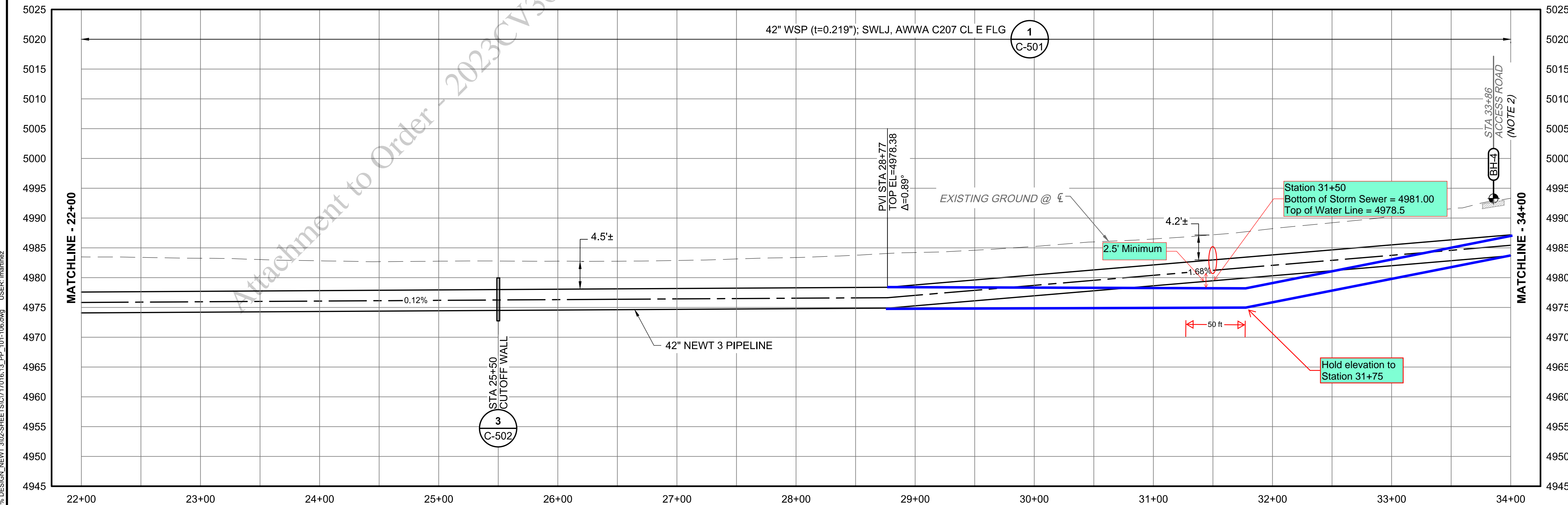


PLAN
SCALE: 1" = 50'

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE GRAVEL ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.

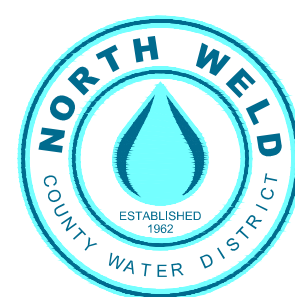
NEWT III Water Line Lowering Summary:

- Crossing Location at Station 31+50
- Bottom of Storm Sewer Elev = 4981.00
- Top of Waterline = 4978.50
- Clearance between NEWT III Waterline and Future Storm Sewer Crossing = 2.5'
- Lowering between station 31+25 to 31+75



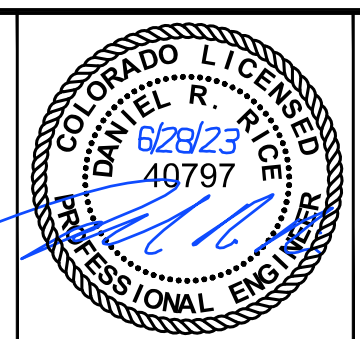
PROFILE
SCALE: 1"=50' H; 1"=10' V

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023

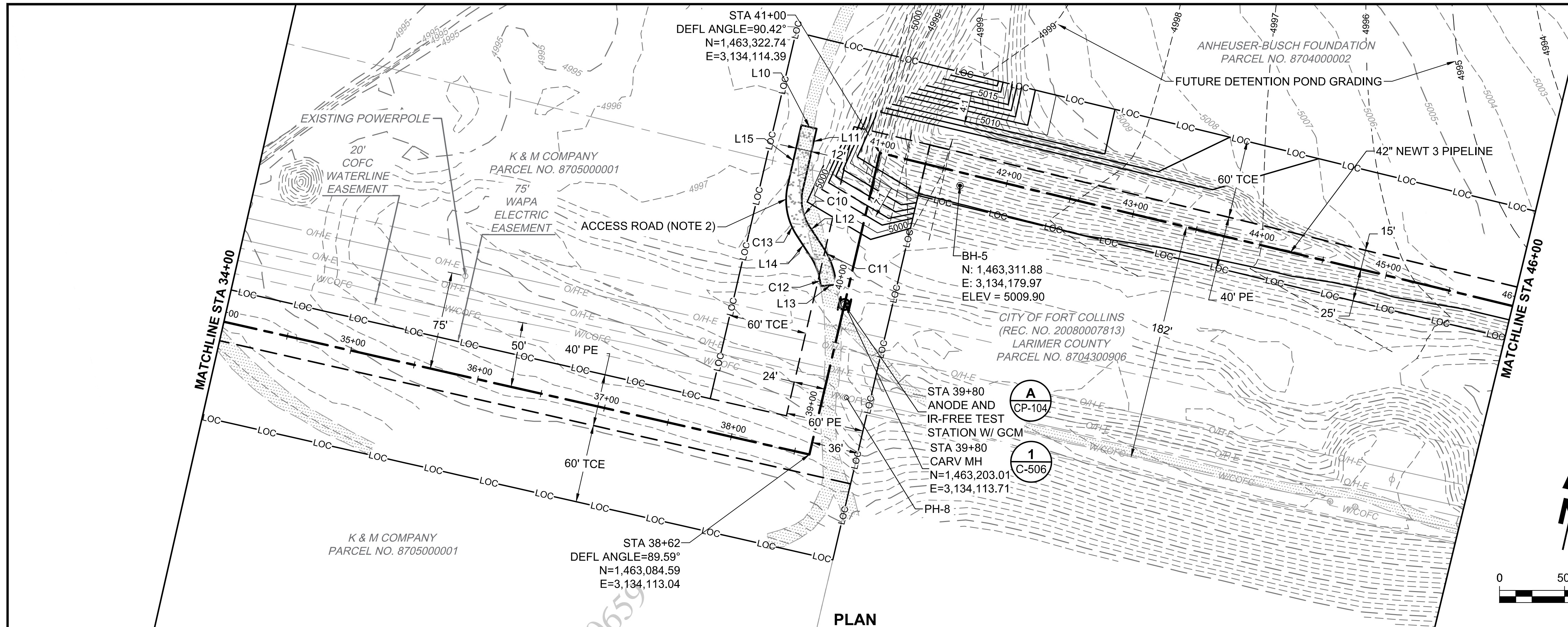


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 22+00 TO STA 34+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	10 OF 109
DRAWING:	PP-102

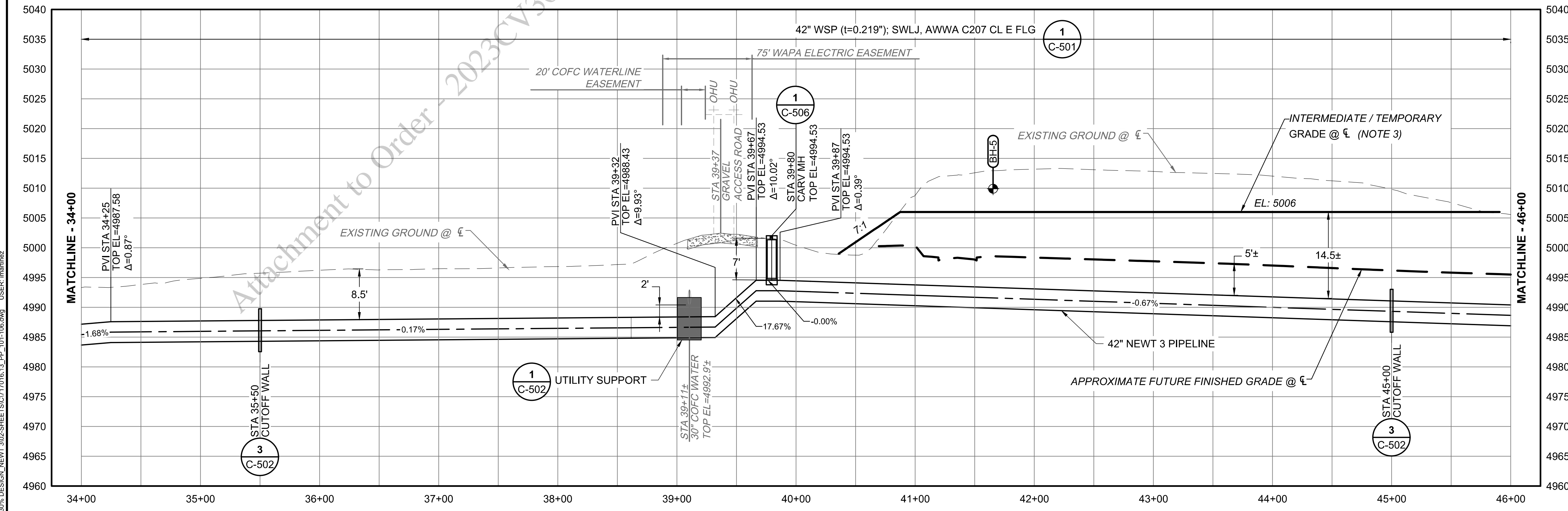
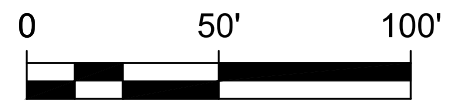
DATE: Jun 28, 2023, 5:04pm; DWG: Z:\Shared\2023\Projects\171016.13\9800 CAD\30% DESIGN\NEWT_302 SHEETS\CIV\171016.13_PP_101.dwg; USER: imartinez



PLAN
SCALE: 1" = 50'

ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C10	045°56'00"	38.00'	30.46'	045°56'00"
C11	027°55'24"	62.00'	30.22'	027°55'24"
C12	027°55'24"	50.00'	24.37'	027°55'24"
C13	045°56'00"	50.00'	40.08'	045°56'00"
L10			12.00'	N89°55'00"E
L11			47.52'	S00°05'00"E
L12			19.28'	S46°01'00"E
L13			12.00'	S71°54'24"W
L14			19.28'	N46°01'00"W
L15			47.52'	N00°05'00"W

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - ACCESS ROAD TO BE RECONSTRUCTED AROUND GRADING AS SHOWN.
 - PRIOR TO INSTALLING PIPE, CONTRACTOR TO REGRADE GROUND SURFACE TO INTERMEDIATE/TEMPORARY GRADE. FUTURE FINISHED GRADE TO BE PERFORMED BY OTHERS. PROPERTY OWNER WILL ALLOW EXCAVATED MATERIAL TO BE PLACED IN SOUTHWEST CORNER OF PROPERTY NORTH OF CONSTRUCTION LIMITS.



PROFILE
SCALE: 1"=50' H; 1"=10' V

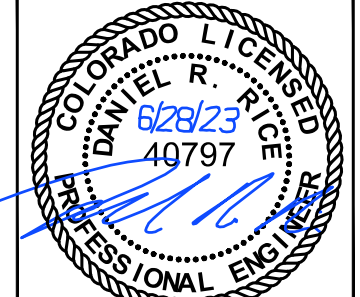
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 34+00 TO STA 46+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 11 OF 109

DRAWING: PP-103

PERMANENT WATER PIPELINE EASEMENT

DATE FILED: July 19, 2024 4:25:64 PM
FILED IN: 430 of 438567, 2023, by
CASE NUMBER: EA403043014

This Permanent Water Pipeline Easement is made this 19th day of July, 2023, by and between Duane Lebsack, whose address is 341 East Avenue, East CO, CO 80714 54701 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado, for the purposes of :

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE’s purposes. GRANTEE shall have the right to install access roads if determined necessary by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the



Easement Area reserved to GRANTOR below;

6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE's activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE's activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement;

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE's facilities on or under the Permanent Easement or GRANTEE's use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement;
11. Impound water or other substance in, on or over the Permanent Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE's use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement.
15. Store or dispose of any dangerous, toxic, or hazardous substance in, on or under the Easement;
16. Install, alter or replace any fence on the Permanent Easement at near right angles to the water pipeline provided that GRANTEE shall have the right to request and the GRANTOR

shall install gates in any fences that cross the Easement;

17. Grant surface or subsurface easements for utilities and cable services running parallel to GRANTEE's water pipeline(s);
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced or unsurfaced parking areas except, except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting of subsurface or surface easements within the Easement Area to other utility and cable service providers for utilities crossing GRANTEE's water pipeline(s) at near right angles to the water pipeline(s) with minimum two (2) feet of clearance between the utility and/or cable services and the water pipeline(s) and further subject to industry standards for crossings that may be applicable;

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Duane Lebsack

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by _____ as _____ for the Duane Lebsack as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

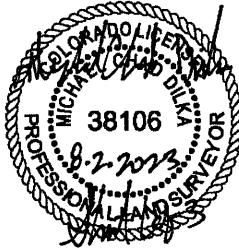
A strip of land, Twenty-five (25) feet in width, being part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The North Twenty-five (25) feet of the Southwest Quarter (SW1/4) of said Section 12 lying West of the Northerly extension of the East line of Lot 1, Ridgewood Meadows, Second Filing, recorded November 2, 1977 as Reception No. 220356 of the records of the Larimer County Clerk and Recorder.

Said described strip of land contains 49,009 sq. ft. or 1.125 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

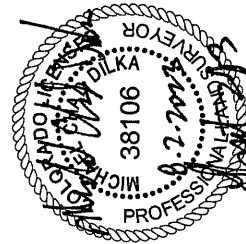
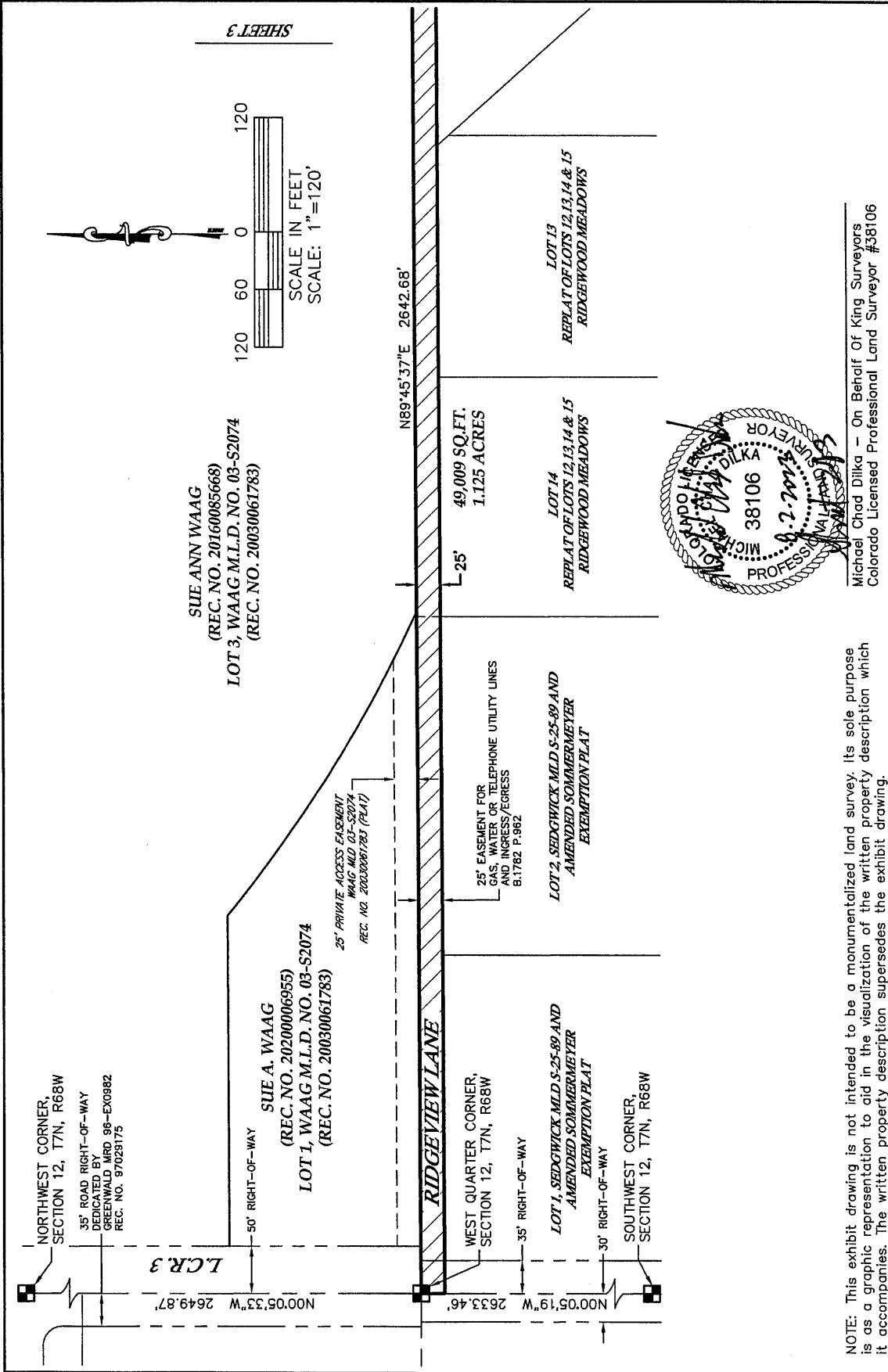
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

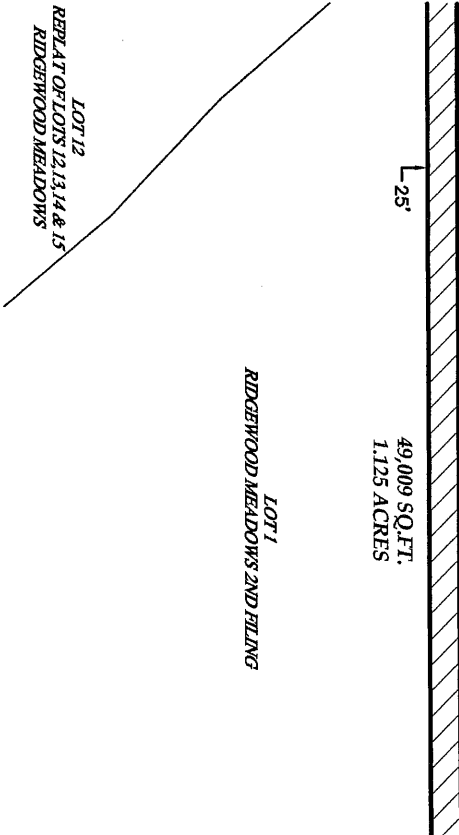
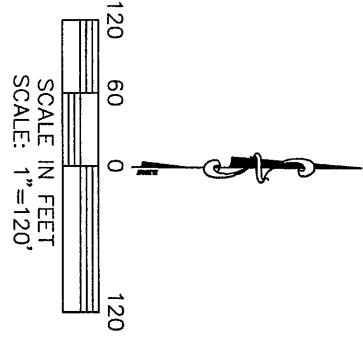
PROJECT NO: 20200030
 DATE: 8/2/2023
 CLIENT: NWCWD
 DWG: ESMT-UNKNOWN N 25FT SWQTR SEC12
 DRAWN: SMF CHECKED: MCD



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@Kingsurveyors.com

PROJECT NO: 20200030
 DATE: 8/2/2023
 CLIENT: NWCWD
 DWG: ESMT-UNKNOWN N 25FT SWQTR SEC12
 DRAWN: SMF CHECKED: MCD

SHEET 2



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

SUE ANN WAAG
 (REC. NO. 20160085668)
 LOT 3, WAAG M.L.D. NO. 03-52074
 (REC. NO. 20030061783)

CENTERLINE FOR THE
 RIGHT OF WAY FOR AN OPEN DITCH
 NO WIDTH GIVEN
 B. 741 P. 105
 B. 755 P. 148

NORTH QUARTER CORNER,
 SECTION 12, T7N, R68W

CENTER QUARTER CORNER,
 SECTION 12, T7N, R68W

N89°45'37" E 2642.68'

REC. NO. 20040107354

2650.99' E 12°12'11.00S



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 (970) 494-3500</p>	<p>DATE FILED: May 24, 2024 9:15 AM CASE NUMBER: 2024CV30144</p>
<p>PETITIONERS: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado,</p> <p>V.</p> <p>RESPONDENTS: DUANE LEBSACK, a Colorado resident; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	<p>Case Number: 2024 CV 30144</p> <p>Division: 3C</p>
<p>ORDER GRANTING MOTION FOR IMMEDIATE POSSESSION</p>	

THIS MATTER comes before the Court upon the Motion for Immediate Possession filed by Petitioners East Larimer County Water District (“ELCO”) and North Weld County Water District (“NWCWD”) (jointly, the “Districts”), and being fully advised in the premises,

THE COURT DOES HEREBY FIND:

1. That this Court has jurisdiction over the subject matter of this action pursuant to C.R.S. § 38-1-102, and has personal jurisdiction over the parties hereto, with proper service having been made of the Petition in Condemnation and proof of service returned to this Court and filed within this case;

2. There is an immediate need for the Districts to take possession of, and use the property described in Exhibit 1 to their Petition in Condemnation (“Property”);

3. Good faith negotiations were conducted for the acquisition of the Property but the Parties were unable to agree on the amount of just compensation, and further negotiations would have been futile;

4. The Districts have the legal authority to condemn for the purposes sought herein and that acquisition of the Property is necessary for such purposes;

5. The acquisition of the Property serves a public purpose; and

6. The sum of \$ 9,375.00 constitutes a sufficient deposit for the immediate possession of the Property by the Districts pursuant to C.R.S. § 38-1-105(6).

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

IT IS HEREBY ORDERED that the Districts may deposit the sum of \$ 9,375.00 into the Registry of the Court and the Clerk of the Court is directed to accept such amounts and retain the same in an account for this action. The deposited sum shall constitute partial satisfaction of, and offset the final award of compensation or settlement amount.

IT IS FURTHER ORDERED that, upon deposit of such funds, the Districts shall be lawfully entitled to take and have possession of the Property described in their Petition in Condemnation, and the Districts and their contractors, agents, servants, and employees may enter into, take and retain possession of said Property, and shall expressly have the right to complete construction of the Project described in the Districts' Petition in Condemnation, without interference from Respondents, or any of them, or their successors, assigns, heirs, devisees, personal representatives, guests or invitees, or any other person or persons claiming by, through or under said Respondents.

DATED: May 24, 2024, 2024.

BY THE COURT:



District Court Judge

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 (970) 494-3500</p>	<p>DATE FILED: June 24, 2024 7:34 AM CASE NUMBER: 2024CV30144</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>PETITIONERS: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado,</p> <p>V.</p> <p>RESPONDENTS: DUANE LEBSACK, a Colorado resident; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO.</p>	
	<p>Case Number: 2024CV030144</p> <p>Division: 3C</p>
<p>RULE AND ORDER</p>	

This matter comes before the Court pursuant to the Motion for Entry of Rule and Order submitted by Petitioners East Larimer County Water District (“ELCO”) and North Weld County Water District (“NWCWD”) (jointly, the “Districts”). The Court, having read the Motion, reviewed the file and being fully advised in the premises, hereby FINDS that:

1. On February 19, 2024, the Districts filed a Petition in Condemnation to acquire a permanent pipeline easement over the property described and depicted in *Exhibit 1* to the Petition and to this Rule and Order (“Property”). The terms and conditions of the permanent pipeline easement are described in Exhibit 1.
2. Respondent Duane Lebsack (“Lebsack”) is the owner of record of the Property.
3. On May 24, 2024, the Court held an immediate possession hearing. Counsel for the Districts and a representative for the Districts attended the immediate possession hearing and made an offer of proof that the Districts had met its burden to establish immediate possession of the

Property. Neither Lebsack nor any representative for Lebsack appeared at the hearing. Nor did any other respondent or respondent representative appear at the hearing.

4. Following the immediate possession hearing, on May 24, 2024, the Court entered an order granting the Districts' immediate possession of the Property ("Order for Immediate Possession"). Pursuant to the Court's Order for Immediate Possession, the Districts deposited the sum of \$9,375.00 into the Registry of the Court on June 10, 2024.

5. Lebsack has not participated to date in his action. Based on information and belief, Lebsack is deceased, and no active estate has been found for Lebsack. The Districts personally served individuals residing at Lebsack's last known addresses, published process for five consecutive weeks in a Larimer County newspaper pursuant to C.R.C.P. 4(f) and (g), and mailed process to Lebsack's last known addresses. The Districts contacted relatives of Lebsack who informed them that Lebsack had no interest in property in Colorado.

6. The total compensation owed for the Property is the appraised amount of the Property of \$9,375.00 as determined by a local appraiser retained by the Districts, and which the Districts have already deposited into the Registry of the Court.

Therefore, it is hereby ORDERED that:

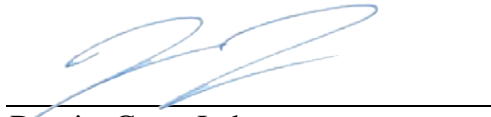
1. The Property described in the attached Exhibit 1 has been duly and lawfully taken and condemned by the Districts pursuant to the statutes and the Constitution of the State of Colorado in accordance with the terms and conditions of the permanent pipeline easement are described in Exhibit 1.

2. The sum of \$9,375.00 represents full satisfaction and payment of the total just compensation to be paid to all respondents, including, without limitation, the value of permanent pipeline easement, and any damages, benefits, interest, costs (including appraisal fees), attorney fees, and expenses of any kind.

3. A certified copy of this Rule and Order may be recorded and indexed in the office of the Larimer County Clerk and Recorder, in the like manner and with like effect as if it were a deed of conveyance from Lebsack to the Districts of the Property described in Exhibit 1.

DATED: June 24, 2024

BY THE COURT:

A handwritten signature in blue ink, appearing to be 'JD', is written over a horizontal line.

District Court Judge
Honorable Joseph Dean Findley

DISTRICT COURT, LARIMER COUNTY, COLORADO Court Address: 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 Phone Number: (970) 494-3500		DATE FILED: April 25, 2024 9:32 AM CASE NUMBER: 2023CV30644
Petitioners: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado v. Respondents: ENDOR LLC, a Colorado limited liability company; POUFRE VALLEY RURAL ELECTRIC ASSOCIATION, INC., a Colorado cooperative association; ANADARKO E&P ONSHORE LLC, a Delaware limited liability company; ANADARKO LAND CORP., a Nebraska corporation; JOHN M. DONALDSON; CYNTHIA L. LAUPA; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO		▲ COURT USE ONLY ▲ Case Number: 23CV30644 Division: 3B
RULE AND ORDER		

THIS MATTER came before the Court on the Stipulated Motion for Entry of Rule and Order (the “Motion”) submitted by the Petitioners, East Larimer County Water District and North Weld County Water District (jointly, “Petitioners”), by their attorney, Goddard Law Office, PLLC and stipulated to by Respondent Endor LLC, a Colorado limited liability company (“Owner”). The Court, having read the Motion, reviewed the file, and being fully advised, hereby FINDS that:

1. This is an eminent domain proceeding commenced by Petitioners by the filing of a Petition in Condemnation on August 9, 2023, which was amended by the Amended Petition in

Condemnation filed on January 3, 2024 (the “Amended Petition). Petitioners seek to acquire the permanent easement (the “Permanent Easement”) and the temporary easement (the “Temporary Easement”) (jointly, the “Easements”) described and defined in **Exhibits A and B**, attached hereto. The Permanent Easement Area and the Temporary Easement Area (jointly, the “Easement Areas”) are located upon a portion of the property (the “Property”) that Owner owns within the N 1/2 SE 1/4 of Section 11, Township 7 North, Range 68 West of the 6th P.M., and is more particularly described in **Exhibit C**, attached hereto.

2. Respondent Poudre Valley Rural Electric Association, Inc. has disclaimed “any interest in the instant condemnation action” by Disclaimer of Interest filed on August 24, 2023. Respondent Irene Josey in her official capacity as the County Treasurer of Larimer County, Colorado, has disclaimed “any interest in and to the subject matter described in the Complaint” by Disclaimer of Interest by the Treasurer of Larimer County filed on August 31, 2023. The following Respondents have disclaimed “any interest in and to the easements sought to be acquired by the Petitioners”: John M. Donaldson, by Disclaimer of Interest filed on September 13, 2023; Cynthia L. Laupa, by Disclaimer of Interest filed on September 15, 2023; Anadarko E&P Onshore LLC, by Disclaimer of Interest filed on September 29, 2023; and Anadarko Land Corp., by Disclaimer of Interest filed on September 29, 2023. As a result, Owner is the only remaining Respondent that claims any interest in the Easements or the compensation to be awarded for the taking of the Easements.

3. Petitioners and Owner have agreed that the sum of \$55,500.00 (the “Compensation”) represents the final and full compensation to be paid by Petitioners for the taking of the Easements. The Compensation represents full satisfaction and payment of the just

compensation to be paid to all Respondents for the taking of the Easements, including, without limitation, the value of the Easements, any damages or benefits to the remaining property, interest, costs, attorney fees and expenses of any kind, excluding only the reimbursement to Owner of its appraisal fees, which Petitioners previously paid to Owner.

4. Petitioners previously deposited the sum of \$21,026.00 into the registry of the Court. Petitioners shall deposit the balance of the Compensation due in the amount of \$34,474.00 within 10 business days of the entry of this Rule and Order.

5. Petitioners are acquiring the Easements for and in furtherance of the public use and purpose of the construction, operation and maintenance of a water pipeline known as NEWT III (the "Project").

6. Under the Permanent Easement, Petitioners have the right to access, survey, locate, mark and maintain the marking of the location with suitable markers, relocate, install, construct, use, operate, maintain, inspect, repair, alter, remove and replace one or more buried water pipelines, in whole or in part, at the minimum depths described below, and all necessary subsurface and surface appurtenances, for the transportation of water and the operation and control of water facilities, and the cutting and clearing of trees, brush, debris and other obstructions on the Permanent Easement Area that might interfere with the operation and maintenance of the Permanent Easement; provided that the depth of the pipeline as constructed or installed shall be not less than four and one-half (4.5) feet as measured from the top of the pipeline to the surface of the land except that the pipeline will be constructed or installed at a depth of seven (7) feet as measured from the top of the pipeline to the surface of the land at the northwestern corner of the Property as identified in **Exhibit D**, attached hereto. Petitioners shall,

in so far as practicable, restore the surface of the Permanent Easement Area to at least the condition that existed prior to any disturbance of the Permanent Easement Area by Petitioners, by seeding all disturbed areas with native grasses and restoring fences, drain tile, irrigation systems, landscaping, private roads and other improvements.

7. Owner retains the right to use the Permanent Easement Area for all uses except the following uses, which would unreasonably interfere with Petitioners' use of the Permanent Easement:

- a. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement Area;
- b. Impound water or other substances in, on or over the Permanent Easement Area;
- c. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement Area;
- d. Alter the ground level within the Permanent Easement Area, except as provided in subparagraph (i) below;
- e. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement Area that unreasonably interferes with Petitioners' use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement Area for the purposes described in this Rule and Order;
- f. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Permanent Easement Area;

g. Install, alter or replace any fence on the Permanent Easement Area, except at near right angles to the water pipeline(s) and provided that Petitioners may require gates to be installed to provide Petitioners access through any fences that cross the Permanent Easement Area;

h. Grant subsurface or surface easements within the Permanent Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines other than utility and cable service crossings at near right angles to the water pipeline with a minimum two (2) feet of clearance between the utility/cable service and the pipeline and in conformance with any applicable industry standards;

i. Paving of or the construction of any paved roadways, parking areas, paths or recreation areas within the Permanent Easement Area, except that owner may install two (2) paved or unpaved roadways including sub-excavation preparation, concrete curb/gutter, sidewalk, signage, striping, and streetlights as required by relevant government agencies, laws, and regulations, provided the roadways shall cross the Permanent Easement at near right angles and not more than thirty (30) degrees from perpendicular to the water pipeline. The finished grade of the roadway shall have no less than four and one half (4.5) feet of cover over the top of the water pipeline. This provision shall not be construed as preventing Owner from installing and constructing parking areas, paths, or recreation areas within the Permanent Easement Area that do not have a paved surface; and

j. In the event Petitioners install an access road within the Permanent Easement Area, Owner retains the right to use the access road, in common with Petitioners as a recreational trail, fire access road or for general access to the Property, subject to any required

governmental approval and in a manner that does not impair or interfere with Petitioners' access, so long as those improvements do not impair or interfere with Petitioners' ability to own, operate, maintain, repair, replace or access Petitioners' infrastructure or the Permanent Easement Area.

8. Under the Temporary Easement, Petitioners have the right to use, access, survey, locate, install and construct the water pipeline(s), and all appurtenances thereto, within the Permanent Easement Area, and for all purposes necessary and incidental thereto, including providing temporary alternative access during construction, cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that interfere with the operation and maintenance of the Temporary Easement, subject to the following requirements:

a. The right to possess and use the Temporary Easement Area will terminate on the last day of construction activities for the portion of the Project that is within the Temporary Easement Area or the Permanent Easement Area, but in no event later than one year after the first day of construction activities for the Project within the Temporary Easement Area or Permanent Easement Area; and

b. Prior to the termination of the Temporary Easement, Petitioners, at their sole cost and expense, shall restore the surface of the Temporary Easement Area to a condition that is at least equal to the condition that existed prior to any disturbance by Petitioners.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Easements described in Exhibits A and B attached hereto, subject to the terms and conditions set forth above, have been duly and lawfully acquired, taken and condemned by Petitioners pursuant to the Constitution and statutes of the State of Colorado.

2. The Compensation paid to Owner in the total sum of \$55,500.00 represents full satisfaction and payment of the total just compensation to be paid to all Respondents, including, without limitation, the value of the Easements being acquired, including any damages, benefits and all interest, costs, attorney fees and expenses of any kind that any Respondent might claim in this proceeding, excluding only the reimbursement to Owner of its appraisal fees, which Petitioners previously paid to Owner.

3. Upon Petitioners depositing the remaining \$34,474.00 of the \$55,500 owed into the Court registry, the Permanent Easement and Temporary Easement shall pass to the Petitioners.

4. The Clerk of this Court is ordered to accept such deposit amount from Petitioners and without further order of this Court, the Clerk of the Court Registry shall forthwith disburse the entire amount of \$55,500, plus any interest accrued, via check made payable to Alderman Bernstein COLTAF and mailed to Joshua Mangiagli, Alderman Bernstein LLC, 101 University Boulevard, Suite 350, Denver, CO 80206.

5. Petitioners shall record a copy of this Rule and Order with all attachments in the office of the Larimer County Clerk and Recorder, in like manner and with like effect as if it were a deed of conveyance granting and conveying the Easements to Petitioners, subject to the terms and conditions described above.

6. The recording of this Rule and Order will release the Lis Pendens recorded on August 15, 2023, at Reception No. 20230035016, of the Larimer County, Colorado records.

7. If any exhibits referenced in this Rule and Order are not attached hereto, Petitioners are granted leave to attach true and correct copies of such Exhibits in the form submitted with the proposed Rule and Order, prior to the recording of this Rule and Order.

April 25, 2024

Dated this _____ day of _____, 2024.

BY THE COURT:



District Court Judge

Exhibit A
to
Rule and Order

Attachment to Order - 2023CV30644

Exhibit 2
(1 of 2)
PROPERTY DESCRIPTION

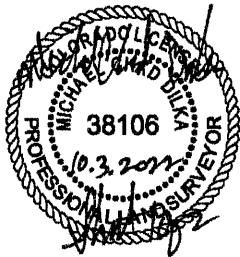
A strip of land, Forty (40) feet in width, being part of that parcel of land described in that Warranty Deed recorded January 7, 2019 as Reception No. 20190000891 of the records of the Larimer County Clerk and Recorder, located in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The North Forty (40) feet of said parcel of land described in said Warranty Deed.

Said described strip of land contains 53,168 sq. ft. or 1.221 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

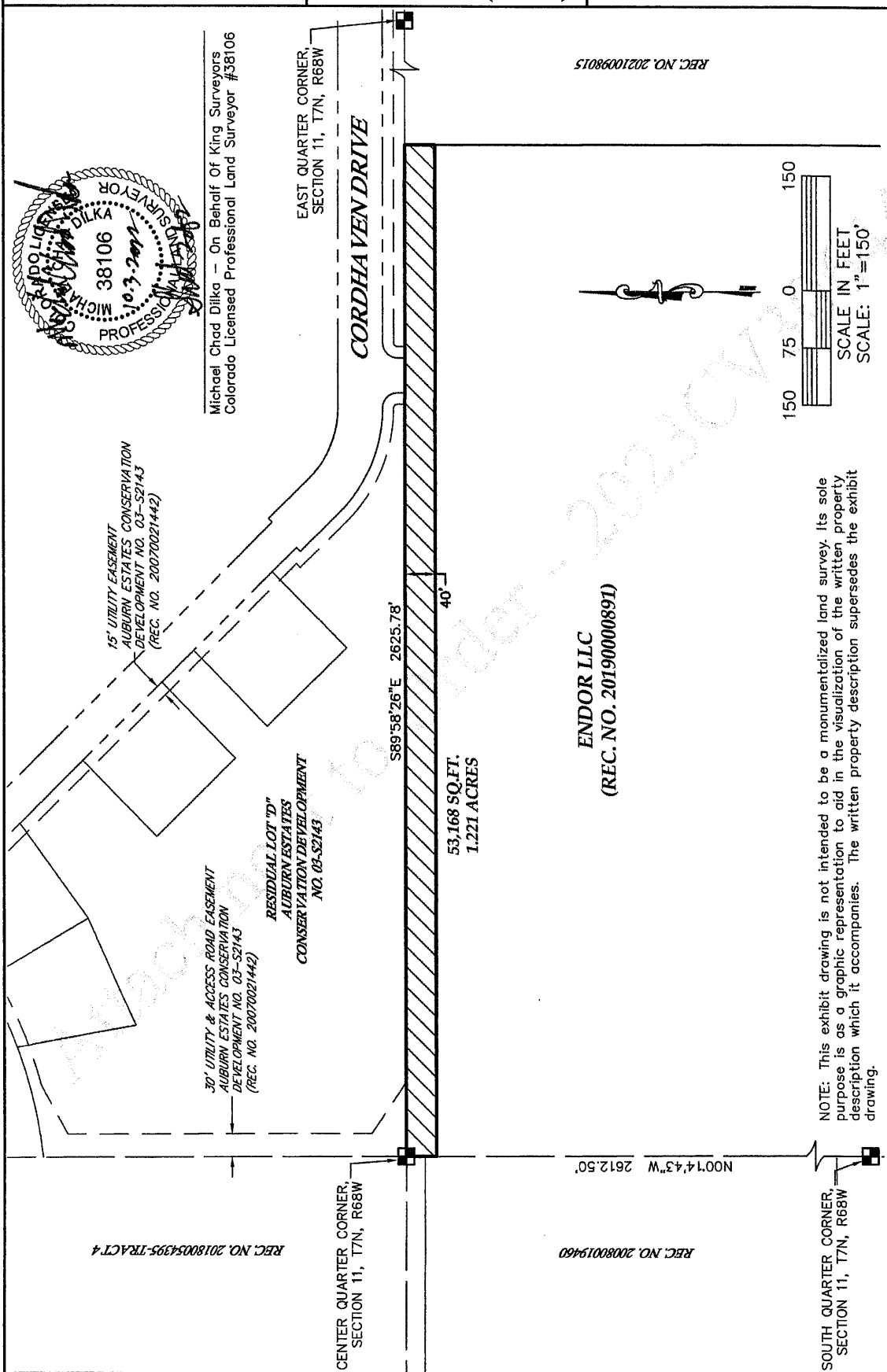
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

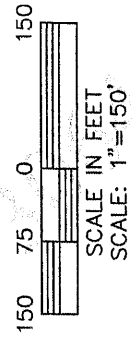
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

REC. NO. 2021098015



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

REC. NO. 20180054395-TRACT 4

REC. NO. 20080019460



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 10/3/2022
 CLIENT: NWCWD
 DWG: ESMT-ENDOR-PE-EXCLUSIVE
 DRAWN: SMF CHECKED: MCD

Exhibit B
to
Rule and Order

Attachment to Order - 2023CV30544

Exhibit 3
(1 of 2)
PROPERTY DESCRIPTION

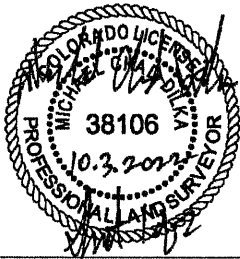
A strip of land, Sixty (60) feet in width, being part of that parcel of land described in that Warranty Deed recorded January 7, 2019 as Reception No. 20190000891 of the records of the Larimer County Clerk and Recorder, located in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The South Sixty (60) feet of the North One Hundred (100) feet of said parcel of land described in said Warranty Deed.

Said described strip of land contains 79,744 sq. ft. or 1.831 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

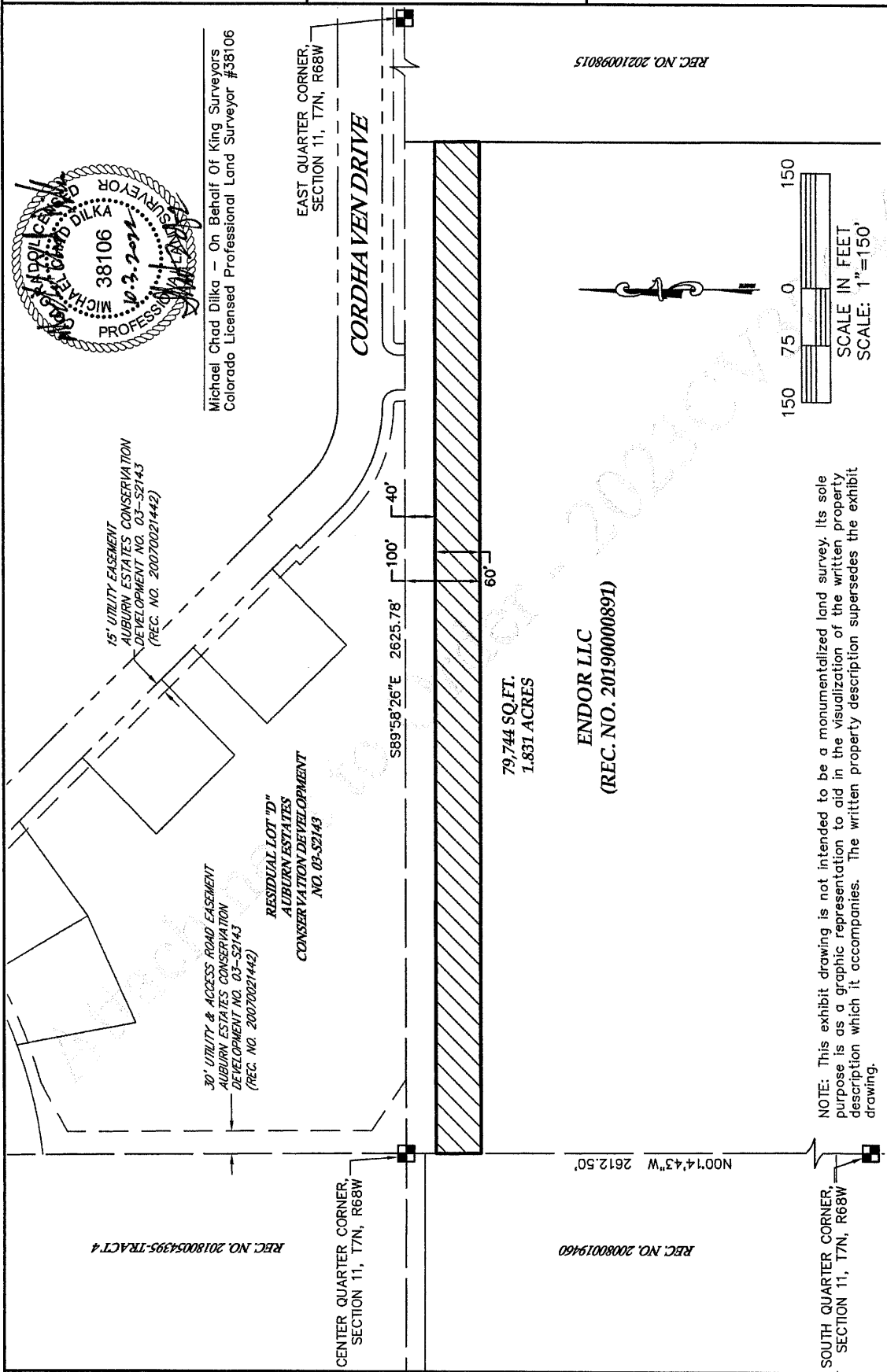
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

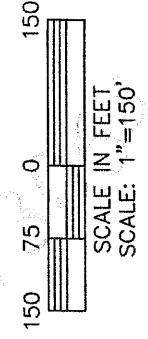
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

REC. NO. 20210098015



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 10/3/2022
CLIENT: NWCWD
DWG: ESMT-ENDOR-TCE
DRAWN: SMF CHECKED: MCD

Exhibit C
to
Rule and Order

Attachment to Order - 2023CV130644

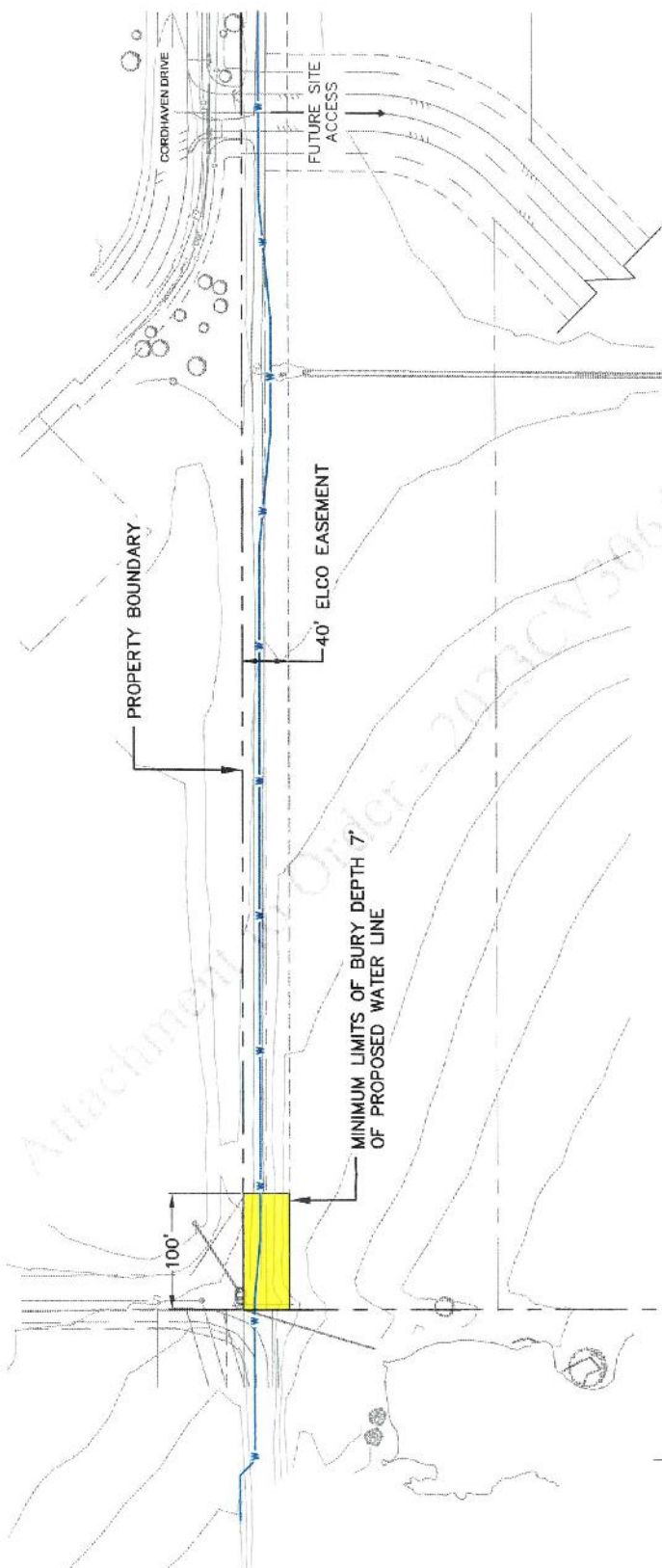
Legal Description of the Property

A PARCEL OF LAND, BEING PART OF THAT PARCEL AS DESCRIBED IN THE SPECIAL WARRANTY DEED AS RECORDED AUGUST 8, 2016 AT RECEPTION NO. 20160051648 OF THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 11 AND ASSUMING THE EAST LINE OF SAID SOUTHEAST QUARTER AS BEARING SOUTH 00°05'22" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2633.57 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO, SAID EAST LINE BEING MONUMENTED BY A #6 REBAR WITH 3 1/2" ALUMINUM CAP STAMPED LS38348 AT THE EAST QUARTER CORNER AND A #6 REBAR WITH A 3 1/2" ALUMINUM CAP STAMPED LS22098 AT THE SOUTHEAST CORNER OF SECTION 11;
THENCE NORTH 89°58'28" WEST ALONG THE NORTH LINE OF SAID N 1/2 SE 1/4 A DISTANCE OF 1296.53 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°05'22" EAST A DISTANCE OF 1311.59 FEET TO THE SOUTH LINE OF SAID N 1/2 SE 1/4;
THENCE ALONG THE SOUTH, SOUTHWEST, WEST AND NORTH LINES OF SAID REC. NO. 20160051648 THE FOLLOWING FOUR COURSES:
THENCE NORTH 89°44'42" WEST ALONG SAID SOUTH LINE A DISTANCE OF 990.96 FEET;
THENCE NORTH 59°00'47" WEST A DISTANCE OF 391.36 FEET TO THE WEST LINE OF THE N 1/2 SE 1/4;
THENCE NORTH 00°14'06" WEST ALONG SAID WEST LINE A DISTANCE OF 1106.30 FEET TO THE NORTHWEST CORNER OF THE N 1/2 SE 1/4;
THENCE SOUTH 89°58'28" EAST ALONG THE NORTH LINE OF THE N 1/2 SE 1/4 A DISTANCE OF 1328.96 FEET TO THE POINT OF BEGINNING.

Exhibit D
to
Rule and Order

Attachment to Order - 2023CV30644



LEGEND

- LIMITS OF WATER LINE BURY DEPTH OF 7'
- PROPOSED ELCO WATER LINE



ENDOR, LLC
 WATER LINE LOWERING LIMITS EXHIBIT
 JOB NO. PROJ. NO. 39827.00
 4/10/2024

J.R. ENGINEERING
 A Western Company
 Central 305-740-4938 • Colorado Springs 719-595-2589
 Fort Collins 970-891-6868 • www.jr-engineering.com



Devin and Pamela Kurtz
101 Green Meadows Ct.
Fort Collins, CO 80524

Re: NEWT III Easement

Fence Letter for NEWT III Easement

Dear Mr. and Mrs. Kurtz:

The North Weld County Water District (“NWCWD”) and the East Larimer County Water District (“ELCO”) (collectively, the “Districts”) are constructing a waterline pipeline project known as NEWT III (“Project”). As part of the Project, the District is installing a water pipeline in property owned by Duane Lebsack (“Lebsack Parcel”). Mr. Lebsack has record title to the Lebsack Parcel by virtue of the Terms, Conditions and Provisions of Quitclaim Deed recorded August 27, 1973 in Book 1589 at Page 144 in the Larimer County, Colorado Records. You own the property directly to the south of the Lebsack Parcel (the “Property”). The Districts understand that you have verbally asserted that you own a portion of the Lebsack Parcel by virtue of adverse possession.

The Districts take no position on your alleged ownership, and it is undisputed that you do not have any ownership of any portion of the Lebsack Parcel that appears in title. However, the Districts understand that you are requesting that they agree to remove the current barbed wire fence located on the Lebsack Parcel, and rebuild such fence along the surveyed boundary of your property. While the Districts have no obligation to do this, they will agree to construct the fence described below in exchange for your express acknowledgment of the Districts’ right to construct the Project.

This letter agreement shall not be recorded or filed in the real estate records of Larimer County, Colorado, or any other public records. In the event you (or any party claiming by, through or under you, including any successor-in-interest to you), records or files this letter in any public records, then the Districts shall have the cumulative rights and remedies to immediately cease and terminate any on-going rights and protections offered to you hereunder and the right to seek any other available remedy at law or in equity. The Districts shall also be entitled to collect their attorneys’ fees and expenses in pursuing and enforcing such remedies against you.

The Districts and you further expressly acknowledge and agree as follows:

A. Personal Rights. The rights and benefits afforded to you under this letter agreement are personal to you and in the event of transfer of your interest in the Property, the obligations of the Districts and the rights and benefits in favor of you shall immediately cease and terminate.

B. Fencing. Following construction of the Project, the Districts agree to construct a fence along the surveyed boundary of your property, as shown on Exhibit A. The fence shall be a 3-rail wood post type fence that matches, as close as possible, the existing fence along the eastern boundary of your property (the “Fence”). The Districts commit to install a gate consisting of 2, 6’ wide swing sections at a location marked by you (the “Gate”). Once the Fence and Gate are constructed, the Districts will have no further obligations for the Fence or Gate whatsoever, including no obligation to maintain or repair the Fence or Gate. You will own the Fence and Gate and assume all obligations therefor.

C. **Project.** In exchange for the Districts' construction of the Fence, you agree to acknowledge the Districts' right to construct the Project. In the event of any future litigation relating to your alleged ownership of any portion of the Lebsack Parcel, either through adverse possession or otherwise, you agree that such litigation will have no effect on the Districts' Project and/or any of the Districts' easements.

D. **Remedies.** In the event a party is in default of its obligations hereunder, before seeking relief, the non-defaulting party will deliver written notice thereof to the defaulting party and the defaulting party will have ten (10) days following receipt of such written notice to cure such default thereafter, or if such default cannot be cured within such ten (10) day period, a reasonable period of time (not to exceed forty-five (45) days) so long as the defaulting party diligently pursues the cure. If the alleged breaching party does not timely cure (or properly dispute) the alleged breach after the required notice, then the non-breaching party shall be entitled to pursue all legal and equitable remedies, including but not limited to an action for specific performance.

E. **Electronic Signatures.** Any signature generated by a party hereto by a customarily recognized form of electronic signature (e.g. DocuSign, Adobe Sign, HelloSign, SignEasy, KeepSolid Sign) or any signature transmitted using any customary delivery method for electronic signatures (e.g. facsimile, .pdf, scan and email) shall be binding and recognized by the parties hereto as original.

If the foregoing accurately states our understanding, please sign a copy of this letter where indicated and return it to the undersigned's attention at:

Devin and Pamela Kurtz
101 Green Meadows Ct.
Fort Collins, CO 80524

Regards,

Eric Reckentine

Eric Reckentine, General Manager, NWCWD
Mike Scheid, General Manager, ELCO

The undersigned acknowledges and agrees to the terms and conditions of this letter agreement.


Devon E. Kurtz


Pamela J. Kurtz




Exhibit A

Depiction of Location of Fencing

NEWT 3

Kurtz Property

Legend

-  Existing Fence Line
-  NEWT 3
-  Property Line as Staked



Google Earth

Image © 2024 Airbus

300 ft



**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT CLOSE-OUT**

This THIRD AMENDMENT, effective the 24th day of May 2024, by and between the **East Larimer County Water District and North Weld County Water District**, hereinafter called "OWNER" and **Kimley-Horn and Associates, Inc.**, a Colorado corporation, hereinafter called "CONSULTANT", witnesseth that,

WHEREAS, the OWNER and the CONSULTANT previously entered into an Agreement for Professional Services as of September 26th, 2023 ("EXISTING AGREEMENT") whereby CONSULTANT agreed to perform professional services for a project known and described as the NEWT 3 Easement Acquisition Assistance – K&M Company Property, hereinafter called the "PROJECT"; and

WHEREAS, the parties desire to amend the EXISTING AGREEMENT as herein below provided.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the mutual receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Engineering Design Services: The EXISTING AGREEMENT is hereby amended to reduce the project budget by the amount remaining of \$17,765.49 as shown on the budget summary attached as Exhibit A, and hereby close out the contract. No further work is authorized by the OWNER.

This THIRD AMENDMENT will be deemed a part of, and be subject to, all terms and conditions of the EXISTING AGREEMENT. Except as modified above, the EXISTING AGREEMENT will remain in full force and effect.

Exhibit A: NEWT 3 – K&M Budget Summary of 5/13/2024

[SEPARATE SIGNATURE PAGE]

**Third Amendment to Agreement for Professional Service
NEWT 3 Easement Acquisition Assistance – K&M Company Property**

In witness thereof, CONSULTANT and OWNER hereby execute this SECOND AMENDMENT.

OWNER: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado:

Signature: Mike Scheid Digitally signed by Mike Scheid
Date: 2024.06.03 15:19:03
-06'00'

Name: Mike Scheid

Title: General Manager

Date: 6/3/2024

OWNER: NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado:

Signature: 

Name: Tad R. Stout

Title: Board of Directors President

Date: 7/16/2024

CONSULTANT: Kimley-Horn and Associates, Inc.

Signature: 

Name: Kory Andryscik

Title: Vice President

Date: 06/03/2024

EXHIBIT A

Project: NEWT3 - K&M
Kimley Horn
Budget Summary

Date: 05/13/24
 Project Manager: KM
 Subconsultant: Kimley Horn
 Subconsultant Contact: Andy Reese

Billing Summary

Invoice Number	Billing Date	Contract Amount	Change Order #	Change Orders	Billing Amount	Total Billed to Date	Amount Remaining	Percent Billed
Overall Contract								
0923	09/30/23	\$49,250.00			\$3,600.26	\$3,600.26	\$45,649.74	7.3%
1023	10/31/23	\$49,250.00			\$18,163.66	\$21,763.92	\$27,486.08	44.2%
Dark Horse Parcel			1	\$8,000.00				
1123	11/30/23	\$57,250.00			\$6,553.19	\$28,317.11	\$28,932.89	49.5%
0124	01/15/24	\$57,250.00			\$11,890.42	\$40,207.53	\$17,042.47	70.2%
			2	\$ 9,750.00				
0224	02/29/24	\$67,000.00			\$4,424.58	\$44,632.11	\$22,367.89	66.6%
0424	05/13/24	\$67,000.00			\$4,602.40	\$49,234.51	\$17,765.49	73.5%

Contract Amendment Summary

C.O. #	Date	Description of Change	Amount
Contract Amendment Total:			\$ -
Contract Amendment % of Total Contract Amount:			0.00%

NEWT3 Pipeline Construction Update

August 12, 2024



NEWT3 – Garney Construction

- **Work completed to date:**

- 14,357 LF of 42” Steel Pipe Installed (50%)
- 28,525 LF of 42” Steel Pipe Staged and Delivered (100%)
- I-25 Crossing Complete
- BNSF Crossing Complete
- CR5 and Vine Drive Crossings Complete
- No-Name Ditch Crossing Complete
- Box Elder Creek Crossing Complete

- **Value of Work in place:**

- Approved and Paid: \$5,421,820
- Under Review: \$3,663,006
- Total: \$9,084,826

- **Upcoming Work:**

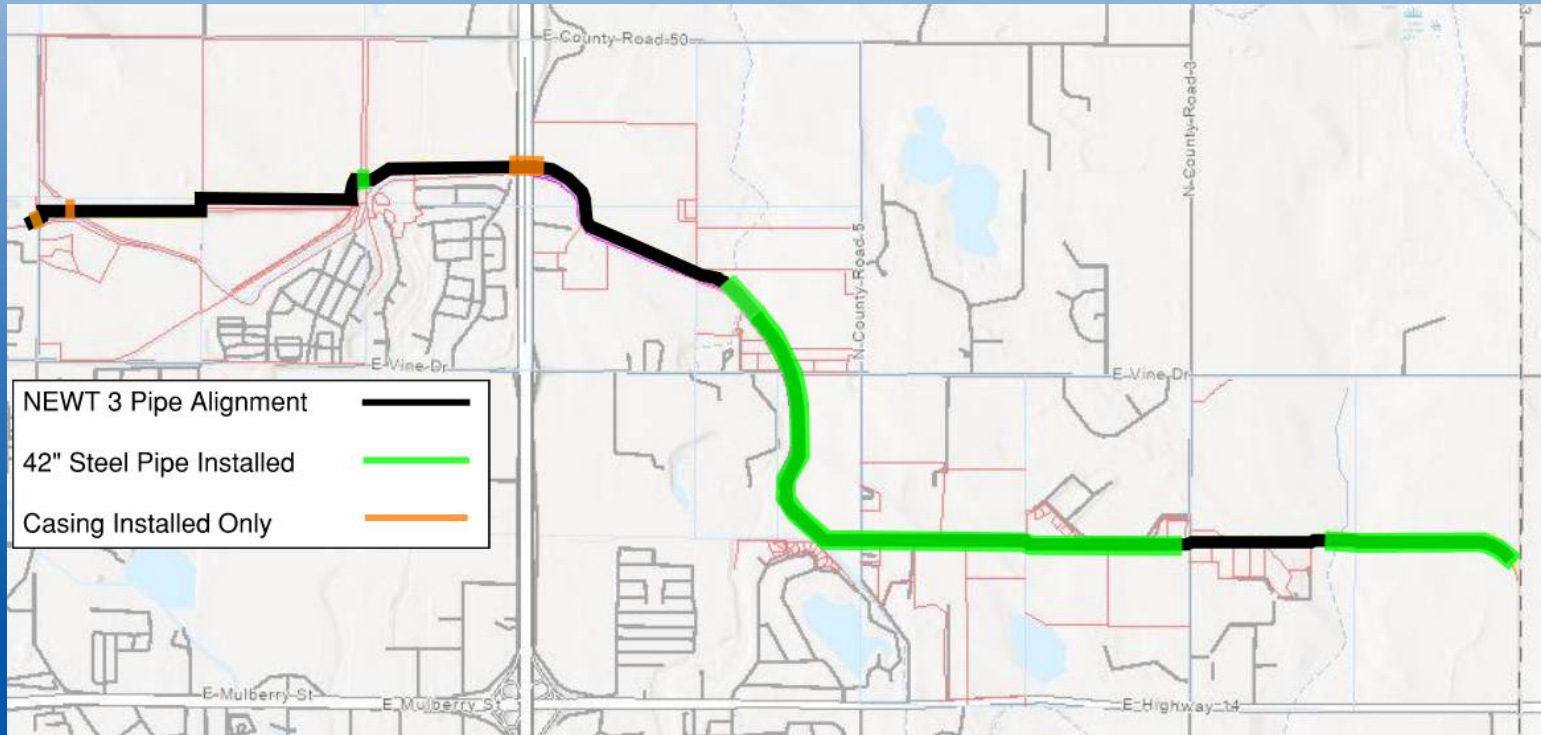
- Continued Pipe Installation East of I-25
- Garney’s Second Pipe Installation Crew to Mobilize



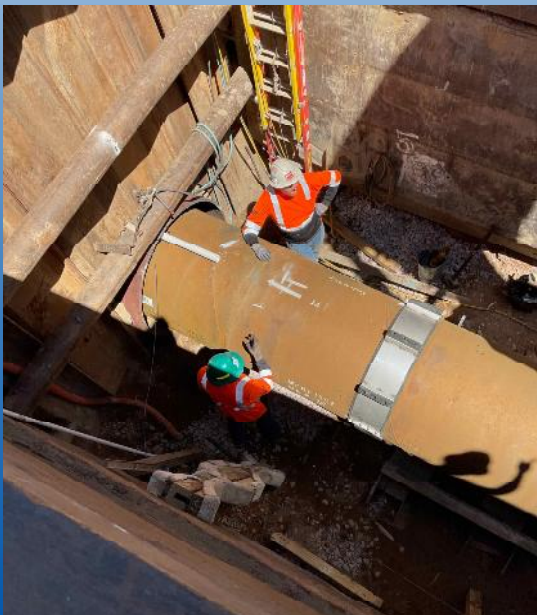
No-Name Ditch Crossing
STA 266+70
June 26, 2024



NEWT3 – Progress Map



NEWT3 – BT/Garney Construction



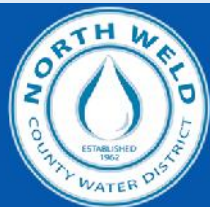
42" Carrier Pipe Installation
STA 71+00 – BNSF RR
July 3, 2024



Installed 42" Carrier Pipe
STA 71+00 – BNSF RR
July 2, 2024



Contact Grouting
STA 71+00 – BNSF RR
July 1, 2024



NEWT3 – Garney Construction



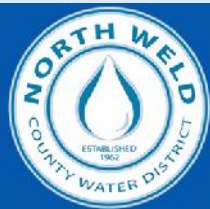
BFV and Vault Installation
STA 289+79 – W of CR 5
July 31, 2024



NWCWD Meter Vault Construction
STA 296+00 – W of NCR 1
July 11, 2024



Blow-Off Installation
STA 189+95 – W of CR 5
June 26, 2024



CHANGE ORDER NO. 3

PROJECT TITLE: NEWT Pipeline - Phase 3
 CONTRACTOR: Garney Companies, Inc.
 PROJECT NUMBER: N/A
 PURCHASE ORDER NO.: N/A
 DESCRIPTION: (See below)

1. Reason for change:

This change order adds contract time to allow for delivery and installation of valves that had extended lead time issues. It also redefines substantial and final completion from the original contract definitions.

2. Description of Change:

Adds time for procurement and delivery of 24" butterfly valve MJ x Flanged (cutsom build).

Add further time for final completion across the winter months and redefine definition of substantial and final completion. See Exhibit A.

3. Change in Contract Cost: \$0.00

4. Change in Contract Time: See Exhibit A

ORIGINAL CONTRACT COST	\$ 887,407.18
TOTAL APPROVED CHANGE ORDERS	\$ 25,443,634.09
TOTAL PENDING CHANGE ORDERS	\$ -
TOTAL THIS CHANGE ORDER	\$0.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	2867%
ADJUSTED CONTRACT COST	<u>\$26,331,041.27</u>

(Assuming all change orders approved)

ACCEPTED BY: _____ DATE: _____
 Garney Companies, Inc.

RECOMMENDED BY:  DATE: 8-1-2024
 Ditesco

APPROVED BY: _____ DATE: _____
 East Larimer County Water District

APPROVED BY: _____ DATE: _____
 North Weld County Water District

cc: Owner Project File
 Ditesco Contractor

**EXHIBIT A
CHANGE ORDER SUPPORTING MEMO**

DATE: August 1, 2024

TO: Gary Haas
Garney Companies, Inc.
345 Inverness Drive South, Bldg. B, Suite 205
Englewood, CO 80112

CC: Randy Siddens, P.E.
District Engineer
East Larimer County Water District

Eric Reckentine
General Manager
North Weld County Water District

FROM: Keith Meyer, Isaiah Surber – Ditesco

RE: NEWT Pipeline Project, Phase 3
Garney Companies - Change Order Number 03

The NEWT Pipeline - Phase 3 contract documents, dated January 17, 2023, created the base contract and agreement between North Weld County Water District, East Larimer County Water District (“Districts”) and Garney Companies, Inc which included Work Package 01 plans and specifications. Since this time, the Districts have executed Change Order 01 for steel coil procurement and Change Order 02 adding Work Package 02. Change Order 03 is now being presented to redefine the contract times and milestone definitions to address material procurement issues. The change order terms are summarized below.

Description of Change

This change order adds contract time as shown below. It also redefines the definitions of substantial and final completion. The time extensions contained within this change order shall be all inclusive of any and all delays incurred on the project.

Partial Substantial Completion 1. As defined in the General Conditions of the Contract and more specifically Article 15, Substantial Completion shall mean that the Work is complete and ready for its intended use including installation of all pipeline, valves, appurtenances, vaults, meters, fittings, manholes and supporting infrastructure. The pipeline and operational testing is complete and the pipeline is ready to transmit potable water to customers. Partial Substantial Completion 1 includes all work not included in Partial Substantial Completion 2 or Final Completion.

Partial Substantial Completion 2. Partial Substantial Completion 2 shall include installation of the 24” butterfly valve at the County Road 1 meter vault at STA 295+42, operational testing of the pipeline and meter vault to STA 296+22. This section of the pipeline and appurtenances shall be ready for operation.

Final Completion. As defined in the Agreement, the Work shall be ready for final payment and acceptance according to Article 15 of the General Conditions. This change order further defines final completion as completion of all punch list items, site and property restoration, seeding, topsoil placement, BMP installation and returning property to prior existing conditions.

Change in Contract Amount

This change order does not change the contract amount.

Approved Contract Summary		
Change Order No.	Description	Amount
-	Work Package 01 (Original Contract Amount)	\$887,407.18
CO-1	Steel Coil Procurement	\$4,943,135.00
CO-2	Work Package 02 (remaining scope of work)	\$20,500,499.09
Current contract amount:		\$26,331,041.27

Change in Contract Time: Article 4, Part 4.02, A is hereby modified to:

- A. The Work will be substantially completed within 665 calendar days (Partial Substantial Completion 1) and further substantially complete within 729 calendar days (Partial Substantial Completion 2) after the date of contract execution (January 17, 2023), and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 804 calendar days. The time extensions contained within this change order shall be all inclusive of any and all delays incurred on the project.

Contract Time Summary			
Contract Milestone	Original Contract Date	CO2 Contract Date	Revised Contract Dates this Change Order 03
Substantial Completion 1	August 25, 2023	September 11, 2024	November 12, 2024
Substantial Completion 2	none	none	January 15, 2025
Final Completion	September 24, 2023	November 15, 2024	March 31, 2025

INTERGOVERNMENTAL AGREEMENT

(North Weld - ELCO)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 15th day of June 2021, by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, with a physical address of 32825 County Road 39, Lucerne, Colorado 80646 ("North Weld") and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, with a physical address of 232 South Link Lane, Fort Collins, Colorado 80524 ("ELCO"). North Weld and ELCO are also sometimes referred to herein as "District" and collectively as "Districts."

RECITALS

WHEREAS, North Weld and ELCO each exist pursuant to and in accordance with the provisions of sections 32-1-101, *et seq.*, of the Colorado Revised Statutes, for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for themselves and their respective residents and users;

WHEREAS, pursuant to section 32-1-1001(1)(d)(I) of the Colorado Revised Statutes, North Weld and ELCO are each empowered to enter into contracts and agreements affecting the affairs of their respective District;

WHEREAS, North Weld and ELCO desire to cooperate in the acquisition of certain water pipeline easements and in the engineering, construction and operation of approximately five and one-half (5.5) miles of a treated water pipeline,

WHEREAS, North Weld and ELCO desire to share the cost of the acquisition of the easements and the engineering, construction and operation of such water transmission pipeline as more fully provided hereinafter, and

WHEREAS, the Districts believe it is in the best interest of each of them to cooperate in the acquisition of easements and the engineering, construction, and operation of such water transmission pipeline;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the Districts agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the below-defined meanings.

A. "Acquisition Costs" shall mean and refer to all costs related to the acquisition of the easements and crossing agreements, including, but not limited to, compensation paid to the property owners and legal, valuation, and appraisal expenses, including such reasonable and appropriate legal and appraisal costs incurred in any condemnation action approved and undertaken by the Districts to acquire such easements and crossing agreements.

B. "Applicable Percentage" shall mean and refer, with respect to each District, (i) its fifty percent (50%) share of the Acquisition Costs and (ii) its respective "Pro Rata Share" (as defined below) of the "Engineering Services" and "Project Construction Costs" (as defined below).

C. "District Engineer" shall mean and refer to engineers designated and employed by the Districts to represent the interests of the Districts and discharge the duties of the District Engineer as more fully set forth herein in Sections 3, 4, and 13.

D. "Engineering Services" shall mean and refer to all engineering services and activities required prior to, and during, the construction of the New Pipeline (as defined below), including, but not limited to, surveying, data collection, utility crossing coordination and design, pipeline design, the preparation of construction specifications and drawings, and other reports, studies, and plans required in connection with the construction of the New Pipeline or "Pipeline Project" (as defined below) "Engineering Services" shall also include regulatory permitting efforts described herein in Section 17 and engineering services during construction.

E. "New Improvements" shall mean and refer to the New Pipeline , together with any new improvements to be installed along the "Pipeline Route" (as defined below) or as part of the "Pipeline Project" (as defined below), including, but not limited to, water meters, backflow prevention devices, tie-in piping, valves, test connections, and associated valving and appurtenances to provide for the transmission of "Treated Water" (as defined below) within the New Pipeline.

F. NEWT shall mean and refer to North Weld County and East Larimer County Water Transmission Pipeline Project.

G. "NEWT 3 Pipeline" and "New Pipeline" shall mean and refer to the part of the NEWT depicted upon the "Pipeline Map" (as defined below), which generally describes the portion of the pipeline having as its most westerly boundary the North Weld Summit View Pump Station at Timberline Road and as its most easterly boundary the North Weld existing thirty-six-inch (36"), water transmission line located along Weld County Road 13.

H. "PIC" shall mean and refer to Providence Infrastructure Consultants of Highlands Ranch, Colorado.

I. "PIC Contract" shall mean and refer to that certain Agreement for Professional Services dated June 26, 2017, entered into between North Weld and PIC, specifically Task Order No. 13.

J. "Pipeline Map" shall mean and refer to the map prepared by PIC attached hereto as **Exhibit "A"** and incorporated herein by reference.

K. "Pipeline Project" shall mean and refer to the acquisition of easements for and the engineering, construction and operation of the New Pipeline.

L. "Pipeline Route" shall mean and refer to the area in which the New Pipeline is to be installed as shown on the Pipeline Map.

M. "Project Construction Costs" shall mean and refer to all costs to be paid

to third construction parties required for the completion of the Pipeline Project, including, but not limited to, labor, materials, supplies, surveying, construction, utility relocation, removal and replacement of improvements, demolition, and project management, related to the New Improvements, but excluding all costs in connection with the Routing Study and Planning Approval (“Routing Study and Planning Approval Costs”) c Acquisition Costs, and all costs in connection with the Engineering Services (“Engineering Services Costs”)

N. “Pro Rata Share” shall mean and refer to the pro rata share of the capacity in the New Pipeline allocated to each of the Districts and their respective pro rata share of the Engineering Services Costs and Project Construction Costs, as more fully set forth in Section 5 below.

O. “Routing Study” shall mean and refer to the professional services, including studies and reports, provided by PIC pursuant to the PIC Contract in connection with its study of the routing and its determination of the Pipeline Route.

P. “Total Project Costs” shall mean and refer to all costs paid to third parties required for the completion of, or in connection with, the Pipeline Project, including (i) Routing Study and Planning Approval Costs (ii) Acquisition Costs, (iii) Engineering Services Costs, and (iv) Project Construction Costs.

Q. “Treated Water” shall mean and refer to the potable water treated by the Soldier Canyon Filter Plant.

2. Routing Study and Planning Approvals. The Districts acknowledge that prior to the date of this Agreement, North Weld retained PIC to make recommendations for the Pipeline Route for the New Pipeline and initiate planning level approvals with the City of Fort Collins and Larimer County. On the date of the execution of this Agreement, ELCO paid to and reimbursed North Weld fifty percent (50%) of the total fees charged to date by PIC pursuant to the PIC Contract for the Routing Study and Planning Approvals for the New Pipeline. The Districts agree and acknowledge that such payment represents partial payment by ELCO for its share of the costs for the Routing Study and Planning Approvals. As a result of the Routing Study performed by PIC, the Districts have agreed to install the New Pipeline within the Pipeline Route as depicted on the Pipeline Map and seek planning level approvals from the City of Fort Collins and Larimer County.

3. Acquisition of Easements and Crossing Agreements. The Districts agree that a mutually agreed upon land agent shall be primarily responsible for obtaining easements and crossing agreements along the Pipeline Route depicted on the Pipeline Map. The Districts further agree that ELCO’s District Engineer or representative may accompany the land agent at key site visits and meetings, with property owners in Larimer County. The form of the easement agreement proposed to be used by the land agent to obtain easements from private property owners for the installation of the New Pipeline and other improvements shall be subject to the approval of the Districts as to form and content. The approval of such easement agreements by either District shall not be unreasonably withheld or delayed. All such easements and agreements shall name North Weld and ELCO as joint grantees in order to allow both Districts full and complete access and possessory rights to the New Improvements.

Each District will be responsible for payment of fifty percent (50%) of the Acquisition Costs for such easements and crossing agreements. Each District shall timely pay their 50% of

the Acquisition Costs so that neither District will be responsible for advancing payment on behalf of the other District.

The compensation to be paid for the acquisition of each easement and crossing agreement and whether or not to initiate eminent domain proceedings to condemn an easement on behalf of both Districts shall be determined by mutual agreement of the Districts. Both Districts shall be equally responsible for the payment of any crossing fees and for securing permits for ditch crossings, railroad crossings, and similar permits required in connection with the installation of the New Improvements.

Construction shall not commence in any segment of the easement depicted on the Pipeline Map until at least immediate possession for all easements and crossing agreements required for the installation of the New Pipeline within such segment have first been obtained.

4. Engineering and Construction of New Improvements. North Weld and ELCO shall be jointly responsible for the engineering and construction of the New Improvements, including, but not limited to, the NEWT 3 Pipeline.

As to the engineering and construction costs of the New Improvements and any necessary relocation of utilities in connection therewith, including demolition, removal and replacement of improvements, construction services, and incidental costs related thereto, North Weld shall be responsible for seventy percent (70%) and ELCO shall be responsible for thirty percent (30%), which is based upon the capacity allocations set forth herein in Section 5. The Districts agree that no construction shall occur until the construction drawings and specifications for the New Improvements have been mutually approved by both Districts.

The engineering firm retained to provide engineering services for the New Pipeline or New Improvements shall be selected by mutual agreement of the Districts. During the construction and installation of the New Improvements, North Weld and ELCO District Engineers shall have the right to review and inspect any construction activities constituting part of the Pipeline Project.

Prior to the initiation of construction, the Districts shall establish a protocol for the observation and inspection of the installation of the New Improvements. Such protocol shall set forth, among other items, the action to be taken in that either the North Weld or ELCO District Engineer observe construction defects or items of concern in connection with the installation of the New Improvements and the action to be taken following notice to the other District of such observation.

5. Allocation of Capacity in New Pipeline. The Districts desire to have the water conveyance capacity resulting from the installation of a forty-two-inch (42-inch) water transmission pipeline using Pipeline Route as depicted on the Pipeline Map. Based upon mutual agreement of the Districts and a 42-inch pipeline size, the capacity in the New Pipeline shall be allocated seventy percent (70%) to North Weld and thirty percent (30%) to ELCO.

The total, maximum capacity of the New Pipeline shall be based on the following assumptions, in accordance with the Hazen-Williams formula:

$$h_f = \frac{10.44 \cdot L \cdot Q^{1.85}}{C^{1.85} \cdot d^{4.87}}$$

Where:

h_f = Allowable Head Loss due to Friction (feet) = 1.5 feet;

L = Length of Pipe corresponding to the amount of Head Loss (feet) = 1,000 feet;

Q = Volumetric Flow Rate (gallons per minute, gpm);

C = Hazen – Williams Coefficient = 130; and

d = Diameter of the New Pipeline (inches) = 42 inches.

For the purposes of changing the volumetric flow rate (Q) in the future, the assumed values for head loss (h_f) and the Hazen Williams coefficient (C) shall only be changed by mutual agreement of the Districts.

Based upon the Districts' Pro Rata Share of capacity, the initial maximum flow rates allocated to each of the Districts shall be as follows, unless later adjusted as subsequently set forth in this Section 5:

<i>Maximum Flow Rate</i>	<i>Allocated To</i>
14,291 gpm (20.642 MGD)	North Weld
6,124 gpm (8.846 MGD)	ELCO

20,415 gpm; 29.488 MGD	

Consistent with their Pro Rata Share of capacity, North Weld shall be responsible for seventy percent (70%), and ELCO shall be responsible for thirty percent (30%) of the costs for Engineering Services and Project Construction Costs.

If, following the installation of the New Pipeline, either District desires additional capacity in the New Pipeline that can be achieved by gravity flow, either District may use additional capacity in excess of the Pro Rata Share established herein by renting additional capacity and flow rates from the other District or by purchasing additional capacity from the other District pursuant to terms mutually acceptable to both Districts. In no event shall either District be required to rent, sell, or purchase capacity to or from the other District.

If, following the installation of the New Pipeline, either District desires additional capacity in the New Pipeline that can be achieved by forced pumping of water therein, an engineering firm shall be mutually selected by the Districts to determine all specifics regarding pumping, including, but not limited to, the nature and type of equipment required in connection therewith, the impact of such pumping upon existing services and connections to the New Pipeline, and the appropriate adjustment in the determination of each District's Pro Rata Share of the capacity of the New Pipeline.

No pumping or pumping equipment shall be allowed, installed, or implemented unless and until the Districts enter into a separate, written agreement in the future; or a revision to this Agreement.

Either District shall have the right to use or lease their Pro Rata capacity in the New Improvements. However, prior to offering capacity to third parties, each District shall grant to the other District for a period of ninety (90) days a right of first negotiation before the capacity in the New Pipeline is offered to a third party.

The flow rates set forth in this Section 5 are based upon engineering analysis and estimates, and the Districts understand that actual flow rates may be different during the lifetime of the New Pipeline. Furthermore, as the New Pipeline may be constructed in segments, it is agreed that actual flow rates will be determined upon complete construction of the New Pipeline. Upon completion of the New Pipeline, the Districts shall perform a field test to determine the actual flow rates within the New Pipeline. In the event it is determined that the actual flow rates are more or less than the flow rates for each District stated above in this Section 5, the actual flow rates for each entity shall be adjusted up or down in accordance with each District's Pro Rata Share of the New Pipeline (i.e., 70% to North Weld and 30% to ELCO). In addition, either District shall have the right thereafter, but not more often than once every five (5) years, to require field testing of the New Pipeline to determine if the actual flow rates have changed; and, in the event of such change, the flow rates shall be adjusted as set forth in the preceding sentence. Any adjustment to the flow rates shall be set forth in writing signed by the Districts identifying the actual flow rates resulting from such field testing.

6. Availability of Funds to Pay Total Project Costs. To ensure that adequate funds are available to pay the Total Project Costs, each District hereby represents to the other that it shall either (i) have sufficient funds available on hand or (ii) have obtained a loan with sufficient funds available to pay its Applicable Percentage of the Total Project Costs. Upon the request of either District to the other, such District shall provide evidence of the availability of such funds or such loan to pay its Applicable Percentage of the anticipated Total Project Costs.

7. Payment of Project Construction Costs. Upon receipt of any invoice for any of the Total Project Costs ("Invoice Costs"), together with supporting documentation from the contractors, subcontractors, material suppliers, and consultants for the Pipeline Project (collectively, "Providers"), if any, the District receiving such invoice ("Requesting District") shall promptly provide a copy of the invoice to the other District ("Responding District") along with any documentation provided by such Providers. Unless a shorter period of time is required to avoid a default in the payment obligations to the Providers, within thirty (30) days following delivery by the Requesting District to the Responding District of such Invoice Costs and related documentation, the Responding District shall either pay its Applicable Percentage of the Invoice Costs to the Provider or shall submit a construction draw request to its lender to make payment of the Applicable Percentage of the Invoice Costs to the Provider. The Districts shall cooperate with each other in obtaining and providing such information in a timely manner as shall be reasonably required by each of the Districts and their respective lenders to make payments in a timely manner to the Providers. Each District hereby covenants that it shall take such action as shall be reasonably required to ensure that its lender shall pay all such draw requests prior to the due date for such Invoice Costs.

8. Ownership of New Improvements and Easements. New Improvements shall be deemed to be owned by North Weld as to an undivided seventy percent (70%) interest and by ELCO as to an undivided thirty percent (30%) interest. Easements and crossing agreements constituting part of the Pipeline Project shall be deemed to be owned by North Weld as to an undivided fifty percent (50%) interest and by ELCO as to an undivided fifty percent (50%) interest. The Districts agree to execute any and all instruments and documents reasonably necessary for the purpose of evidencing their respective interests in and to the easements, crossing agreements, and the New Improvements.

9. Operation and Maintenance of New Improvements. ELCO shall have the initial responsibility for visual inspections and North Weld shall have the initial responsibility for line locations with respect to the New Improvements. Water line locations for the New Pipeline shall be accomplished using sub-foot accuracy survey methods.

In the event of any other construction or utility activity involving crossing or potential damage to the New Pipeline that requires a standby onsite visual inspection, North Weld will locate the New Pipeline per applicable law, including, without limitation, Article 1.5 of Title 9 of the Colorado Revised Statutes concerning excavation requirements, including as such article may be amended in the future. ELCO will have the responsibility for the standby onsite visual inspections during such construction activities. Each District will reimburse the other District its Pro Rata Share for all such reasonable costs incurred by the other District in the performance of such inspection and line location activities and services as set forth herein.

All other activities, including operation and maintenance, except for emergency repairs, shall be mutually agreed upon and authorized by the Districts prior to undertaking such activity. Each District shall be responsible for the payment of such repairs and maintenance based upon their respective Pro Rata Share. Decisions with respect to repairs, maintenance and operation shall be determined by mutual agreement of both Districts, with each District having equal input in such decisions. Emergency repairs may be performed by either of the Districts without prior authorization of the other District, and each District shall cooperate with the other concerning any emergency repairs. The Districts shall mutually agree upon an approved contractor list for any such emergency repairs.

In the event it is determined that there is a loss of water of five percent (5%) or more in any area of the New Pipeline, the Districts agree that the same shall not be considered as a normal loss, and the Districts agree to locate and repair any facilities as needed to reduce any loss to less than five percent (5%).

If deemed appropriate by both Districts, the Districts may create an operations advisory committee ("Committee") consisting of at least one (1) representative from each of the Districts. In the event such a Committee is created, the Committee shall develop written operational guidelines to aid in the operation and maintenance of the New Improvements and shall address operational, accounting, measuring, and similar issues. In addition, the Committee may assist in the preparation of an annual operating budget for the operation of the Pipeline Project. Decisions of the Committee shall be made based upon unanimous vote of its representatives.

10. Maintenance and Repairs of New Improvements. All required maintenance and repair of the New Improvements shall be the joint responsibility of both Districts upon completion of construction of the New Improvements and each District shall have equal rights with respect to determining matters relative to maintenance and repair of the New Improvements. In the event either District shall repair or maintain all or any part of the New Improvements in accordance with the provisions of Section 10 above, such District shall, within thirty (30) days following completion of the maintenance or repairs, send an invoice to the other District for payment of the other District's Pro Rata Share of the cost of such repairs and maintenance based upon the then-current charges of such District for labor and materials, as well as any out-of-pocket costs incurred by such District. Such invoice shall contain a reasonable description of personnel and time required to repair or maintain the New Improvements,

together with a detailed description of all materials utilized in connection therewith. The District that receives such invoice shall pay the same to the District performing such maintenance and repairs within thirty (30) days after receipt of the invoice. In the event either District fails to pay the full amount of such billing within said thirty (30) day period and provided that such District does not, in good faith, contest the amount of the invoice, there shall be added to the amount of said invoice, a surcharge for late payment in the amount of five percent (5%) of the actual invoice amount. In addition, if such invoice has not been paid within a thirty (30) day period, such invoice shall bear delinquent interest at a rate equal to three percent (3%) above the prime interest rate as reported in *The Wall Street Journal* from time to time, but in no event less than five percent (5%) nor more than twelve percent (12%) per annum until paid. Notwithstanding the foregoing, in the event the maintenance or repairs of the New Improvements are directly attributable to the connection by either District of its water transmission lines or other distribution lines to the New Improvements, then, in such event, such maintenance or repair shall be borne solely by the District causing such connection to the New Pipeline and the other District shall have no responsibility therefor.

11. Metering and Flow Control. The New Improvements shall include metering and flow control equipment installed at any point where water flows into the New Pipeline and is taken out of the New Pipeline. All metering equipment shall include telemetry/real-time monitoring of the flow rates, and each District shall provide all telemetry and monitoring information to the other District and to the Soldier Canyon Filter Plant ("SCFP") at the same time water meters are read by the Districts as provided hereinafter. Such metering equipment shall be calibrated in gallons, which metering equipment shall be of a type satisfactory to both Districts. The water meters shall be read, either directly or indirectly, at such intervals as both Districts determine, but in no event less often than once per month. The purpose of the meter reading shall be to determine how much water was delivered into the New Pipeline for the benefit of each District and how much water was removed from the New Pipeline by each of the Districts. The metering equipment so furnished and installed shall be tested by a qualified third party at such intervals as the Districts shall agree, but in no event less often than once every five (5) years to ensure its continuing accuracy in conformance with the standards of measurement and service as set forth in the manufacturer's specifications. The cost of conducting such tests for metering shall be borne by the Districts in accordance with their Pro Rata Share. All costs for meters and control valves shall be the sole expense of the District that receives water through said meters and control valves. In the event any test indicates that the metering equipment is inaccurate based upon the manufacturer's specifications, the Districts will attempt to agree upon such reasonable adjustment as shall be appropriate under the circumstances. In the event the Districts are unable to agree upon an appropriate adjustment within sixty (60) days following the determination of such inaccuracy in excess of the manufacturer's specifications, the Districts agree to submit the matter to binding arbitration, using arbitrators and experts mutually agreed upon between the Districts.

12. Connections by Other Governmental Entities. The Districts agree that any decision to allow connection to the New Pipeline by any other municipal, governmental, or quasi-governmental water supplier shall only be made by mutual agreement of the Districts and upon such terms as the Districts shall mutually agree. No such connection will be permitted by either District in the absence of mutual agreement of the Districts.

13. Limitation on Taps to New Pipeline. The Districts acknowledge that individual metered and controlled tap connections to the New Pipeline may have an impact upon the operation of the New Pipeline. Therefore, neither District will, without the written consent of the other District, (i) provide Treated Water directly to individual customers from such water line or

(ii) install tap connections to the New Pipeline involving a pipeline of less than twelve (12) inches in diameter. Notwithstanding the foregoing, neither District may install upon the New Pipeline more than four (4) metered and controlled connections twelve (12) inches or greater in diameter without the review and approval of the other District, which approval shall not be unreasonably withheld, conditioned, or delayed. Appropriate water metering and flow control devices shall be located at all such connections to the New Pipeline, per Section 11 of this Agreement.

14. Interruption of Water Service in New Pipeline. Each District shall endeavor to operate and maintain its water distribution system and shall attempt to take all actions that may be necessary to avoid interference with the transmission of water in the New Pipeline. In the event that either District will require an interruption to water service within the New Pipeline due to connections made to the New Pipeline by such District or otherwise, such District shall provide written notice to the other District, including the proposed time and duration of the shutdown, and the other District shall have a minimum of ninety (90) days to review and or make arrangements for alternative sources of water for the shutdown to avoid interruption and interference with transmission of water in the New Pipeline. The District requiring the shutdown or interruption of water in the New Pipeline shall be responsible for the other District's reasonable costs for finding and providing alternative sources of water during such interruptions or shutdown. In no event shall the New Pipeline be shut down or interrupted for new connections without the required review and approval of the other District, which approval shall not be unreasonably withheld, conditioned, or delayed.

The Districts acknowledge that each of them has entered into various reciprocal agreements with other governmental entities for the purpose of providing short-term emergency Treated Water supplies to such other governmental entities in the event of an emergency. If either District is required, pursuant to such reciprocal agreements, to provide water service to other governmental entities, the Districts hereto recognize that such short-term obligations may have an adverse impact upon the quantity of water available to the other District through the New Pipeline. Each District providing short-term emergency Treated Water supplies to another governmental entity shall notify the other District at the earliest possible time in order to allow the District to notify its customers of any interruption or interference with normal water service.

15. Regulatory Agencies. This Agreement is subject to all lawful rules, regulations, and laws as may be applicable to similar agreements in the State of Colorado. Each District shall cooperate with the other in obtaining necessary approvals, permits, certificates, or the like, as may be required to comply therewith. Additionally, each of the Districts hereto specifically agrees to cooperate with the other in obtaining such approvals, permits, and certificates from the City of Fort Collins, Larimer County, Weld County, and the State of Colorado relative to the design and construction of the New Improvements.

16. Enforceability. The Districts recognize that there are legal constraints imposed upon special districts by the constitutions, statutes and laws of the State of Colorado and of the United States and that, subject to such restraints, the Districts intend to carry out the terms and conditions of this Agreement. Notwithstanding any of the provisions of this Agreement to the contrary, in no event shall either of the Districts exercise any powers or undertake any actions which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

17. Notices. Other than billings, which may be sent by either District to the other by

first-class mail relative to maintenance and repairs, whenever a notice is required or permitted hereunder from one District to the other, such notice shall be in writing and may be personally delivered; mailed by certified mail, return receipt requested; sent by telephone facsimile with a hard copy sent by regular mail; sent by a nationally recognized, receipted, overnight delivery service, including, by example and not limitation, United Parcel Service, Federal Express, or similar courier for earliest delivery the next business day; or sent by electronic mail with a hard copy sent by regular mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by telephone facsimile or electronic mail, on the day sent if sent on a business day during regular business hours of the recipient, otherwise on the next business day; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service. The addresses, telephone numbers, facsimile numbers and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

If to North Weld, to:

North Weld County Water District
Attention: General Manager
32835 County Road 39
P.O. Box 56 Lucerne, CO 80646
Telephone: (970) 356-3020
Facsimile: (970) 395-0997

If to ELCO, to:

East Larimer County Water District
Attention: General Manager
232 S. Link Lane (Zip Code: 80524)
P.O. Box 2044
Fort Collins, CO 80522
Telephone: (970) 493-2044
Facsimile: (970) 493-1801

Either District may at any time designate a different person or address for the purpose of receiving notice by so informing the other District in writing.

18. Attorneys' Fees. In the event either of the Districts hereto shall default in any of their covenants or obligations herein provided so as to require the other District not in default to commence legal or equitable action against the defaulting District, the defaulting District expressly agrees to pay all reasonable expenses of said litigation, including a reasonable sum for attorneys' fees.

19. Effect of Assignment. Notwithstanding the sale, transfer, or conveyance of either District's interest in the New Improvements to any private or public entity, including a water activity enterprise, or the merger, consolidation, or reorganization of either District, the ownership rights of the other District in and to the New Improvements shall not be affected, defeated, altered, or modified as a result of such action. The successor in interest or assignee of either District shall be bound by the terms and provisions of this Agreement as if it were an original signatory hereto.

20. Waiver. No waiver by North Weld or ELCO of any of the terms or conditions of this Agreement shall be deemed to be or shall be construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.

21. Subject to Annual Appropriation and Budget. The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Districts expressly understand and agree that each District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by each of the District's respective board of directors and shall not constitute a monetary charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by either District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of either District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Section 6, of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of either District's funds. Each District's obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement.

22. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to either District or their respective officials, employees, contractors, or agents, or any other person acting on behalf of either District, and, in particular, governmental immunity afforded or available to either District pursuant to the Colorado Governmental Immunity Act, §§ 24-1-101, *et seq.*, C.R.S.

23. Cooperation to Effectuate this Agreement. The Districts will cooperate with each other and execute and delivery such other instruments and take such other steps as may be necessary to effectuate all the provisions of this Agreement.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Districts and their respective successors and assigns.

25. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Districts, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party on such Agreement. It is the express intention of the Districts that any person other than Districts receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. Entire Agreement. This document represents the complete contract of the Districts, and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the Districts.

27. Changes. This Agreement may be changed only by a written amendment signed by the Districts.

28. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the

validity of any other portion of this Agreement, which portion(s) shall remain in full force and effect based on the Districts express intention that such portions are severable.

29. Governing Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

30. Headings. Paragraph headings in this Agreement are for convenience only and shall not be construed as part of this Agreement or in any way limiting or amplifying the provisions hereof.

31. Construction. This Agreement shall be construed according to its fair meaning. This Agreement shall not be construed more strictly against one of the Districts than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Districts, it being acknowledged by the Districts that each of the Districts has contributed substantially and materially, including through their respective legal counsel as desired by each of the Districts, to the preparation of this Agreement. This Agreement shall be deemed to be and contain the entire understanding and agreement between the Districts. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Agreement, unless this Agreement is subsequently amended consistent with Section 25 below.

32. Tax and Legal Advice. Both Districts are hereby advised to seek competent tax and/or legal advice regarding this transaction.

33. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, email, or other electronic means. Executed copies upon receipt shall be deemed originals and binding upon the Districts and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings. The Districts acknowledge and agree that the complete original of this Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any legible printout or other output legible by sight, the reproduction of which is shown to accurately represent the complete original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

34. Authorized Signatories. The undersigned representatives of the Districts certify that they are authorized to enter into this Agreement and to legally bind the respective District to the terms and conditions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Districts hereto have executed this Intergovernmental Agreement as of the day and year first hereinabove written.

NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation,
and a political subdivision of the State of
Colorado

By: _____
Name: _____
Title: _____

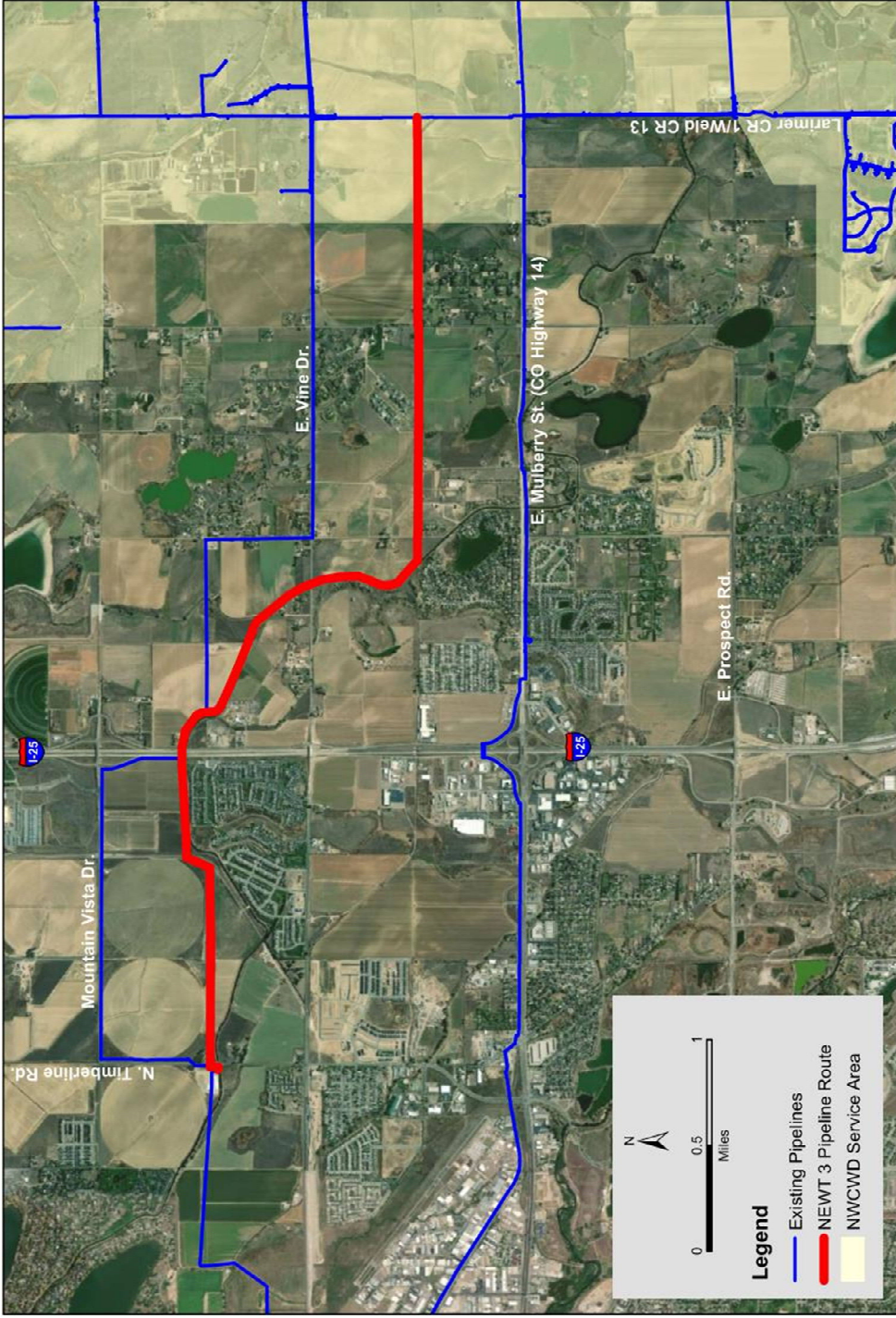
EAST LARIMER COUNTY WATER
DISTRICT, a quasi-municipal corporation,
and a political subdivision of the State of
Colorado

By: Loren R. Maxey
Name: LOREN R. MAXEY
Title: PRESIDENT

EXHIBIT "A"

Pipeline Map

[Following Page]



**NORTH WELD COUNTY WATER DISTRICT
 NEWT 3 PIPELINE PROJECT
 EXHIBIT A - PIPELINE MAP**



RESOLUTION NO. 20240708-01

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER
DISTRICT**

ADOPTING A NON-POTABLE IRRIGATION WATER SUPPLY POLICY

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, in order to preserve the health, safety, and welfare of the District’s water distribution system and water resources, the District has undertaken measures to reduce demand on the District’s water system including under certain limited conditions as identified and described herein, allowing for the design and implementation of non-potable irrigation water supply systems; and

WHEREAS, the Board of Directors of the District (“Board”) has determined that it is necessary and in the best interest of the District to adopt a policy to allow for the design and implementation of non-potable irrigation water supply systems to reduce demand on the District’s potable water system (“Policy”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Pursuant to the findings set forth above, the Board hereby adopts the Policy so that from this date forward, and subject to the procedures identified and described herein, the District may approve the design and implementation of non-potable irrigation water supply systems, unless and until the Board is presented with facts supporting the amendment or termination of this Policy and acts through a future Resolution to amend or terminate the same.

2. The District, will evaluate requests to provide water for indoor use only to residential development, only following the review and approval of a proposed non-potable water system for outdoor use, as applicable by and through this Policy.

3. All proposed non-potable water systems must provide water from a source or sources other than treated water from the District for outdoor use to the same level of reliability and resiliency as if the District were providing the service.

4. A developer submitting such proposed non-potable water supply system must provide the District with a non-potable system design, the source(s) of water supply for such system, and the system's operational plans, all of which must be approved by the Board consistent with the District's then-current, approved Design Criteria, as the same may be amended from time-to-time.

5. At the time of submission of the non-potable water system application, the developer must identify the metro district or other organization (POA, HOA, etc.) that will administer and provide governance for the approved and installed non-potable system ("Responsible Non-Pot Entity"). Prior to the installation of an approved non-potable system, the Responsible Non-Pot Entity must enter into a Water Services Agreement ("WSA") with the District.

6. Prior to the execution of a WSA for an approved non-potable water system, the District must receive evidence that the Responsible Non-Pot Entity owns the water source(s) proposed to be used for the non-potable system. The District will not approve the proposed non-potable water system without evidence of ownership of the water source(s) and without concluding that the source(s) will provide sufficient yield for the reliable operation of the system. The District will make an independent determination whether the yield of the water source(s) is sufficient and will calculate such sufficiency using a dry-year yield of such water source(s).

7. Additionally, prior to the execution of a WSA for an approved non-potable water system, the Responsible Non-Pot Entity must demonstrate that the system will provide the same level of reliability as if the District was providing the service. As an example, but not as the sole requirement to demonstrate sufficient system reliability, the Responsible Non-Pot Entity may submit for the District's approval, enforceable covenants or other enforceable contractual performance obligations that evidence its perpetual obligation to provide a reliable system.

8. The non-potable water system proposal must meet the District's then-current standards for the entire development at the time it is submitted. The District will not grant conditional approval(s) for future development phases. As will be required in the WSA, the Responsible Non-Pot Entity will not be able to change, modify, substitute, or alter the non-potable water supply source(s) after approval without the express written

consent of the District.

9. The evaluation of and the process by which the District will consider an application for a non-potable water system, is attached hereto and incorporated herein as **Exhibit A.**

10. This Resolution and the adoption of the Policy shall be effective immediately and shall remain in effect unless and until the Board is presented with facts supporting the amendment or termination of this Policy and acts through a future Resolution to amend or terminate the same.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

ADOPTED THIS 12th DAY OF AUGUST 2024.

NORTH WELD COUNTY WATER DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

President _____

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

EVALUATION PROCESS FOR A NON-POTABLE IRRIGATION WATER SUPPLY SYSTEM APPLICATION

1. Initial Evaluation Meeting
 - a. Developer meets with NWCWD to discuss and answer questions about the requirements associated with NWCWD's evaluation of the proposed non-potable water system.

2. Developer Provides Information Required to Conduct an Evaluation of the Proposed Non-Potable Water System
 - a. Projected landscape irrigation demands for all lots and tracts to be irrigated based on a professionally designed and prepared landscape plan for the project or up to 5 years of actual metered landscape irrigation usage data if available.
 - b. Operational Plan of non-potable system.
 - c. Identification of surface water sources and copies of share certificates for the proposed ditch or reservoir company water.
 - d. Evidence of ownership of surface and groundwater rights that are not delivered by or through a ditch or reservoir company.
 - e. Groundwater sources and copies of decrees, well permits, and any and all documentation of the amount augmented or other restrictions encumbering such sources.
 - f. Decree or reservoir accounting data and submittals for the proposed water source(s) where applicable.
 - g. Agreements with ditch and reservoir companies or others associated with the proposed water source(s).
 - h. Easements or right-of ways for facilities, ponds, and/or pipelines associated with the delivery of the proposed water source(s).

3. Evaluation Standard
 - a. In order for the NWCWD Board to approve water service for indoor use only, the Developer must demonstrate that its non-potable system is at a similar level of reliability as if NWCWD provided water service for outdoor use to the development.
 - b. Meet specifications of NWCWD's approved Design Criteria.
 - c. The dry year yield of the water supplies must meet the demands of the non-potable system from April 1 to October 31 or the delivery period identified in the operational plan described above if shorter.
 - d. Supply must be adequate to meet the non-potable demand during the prescribed season of use.
 - e. Similar level of system/infrastructure reliability as North Weld.
 - f. The system includes redundancies to protect reliability of water delivery.
 - g. Developer must provide evidence that the Responsible Non-Pot Entity will maintain an accurate accounting of its diversions, pumping if applicable, deliveries, and water usage.

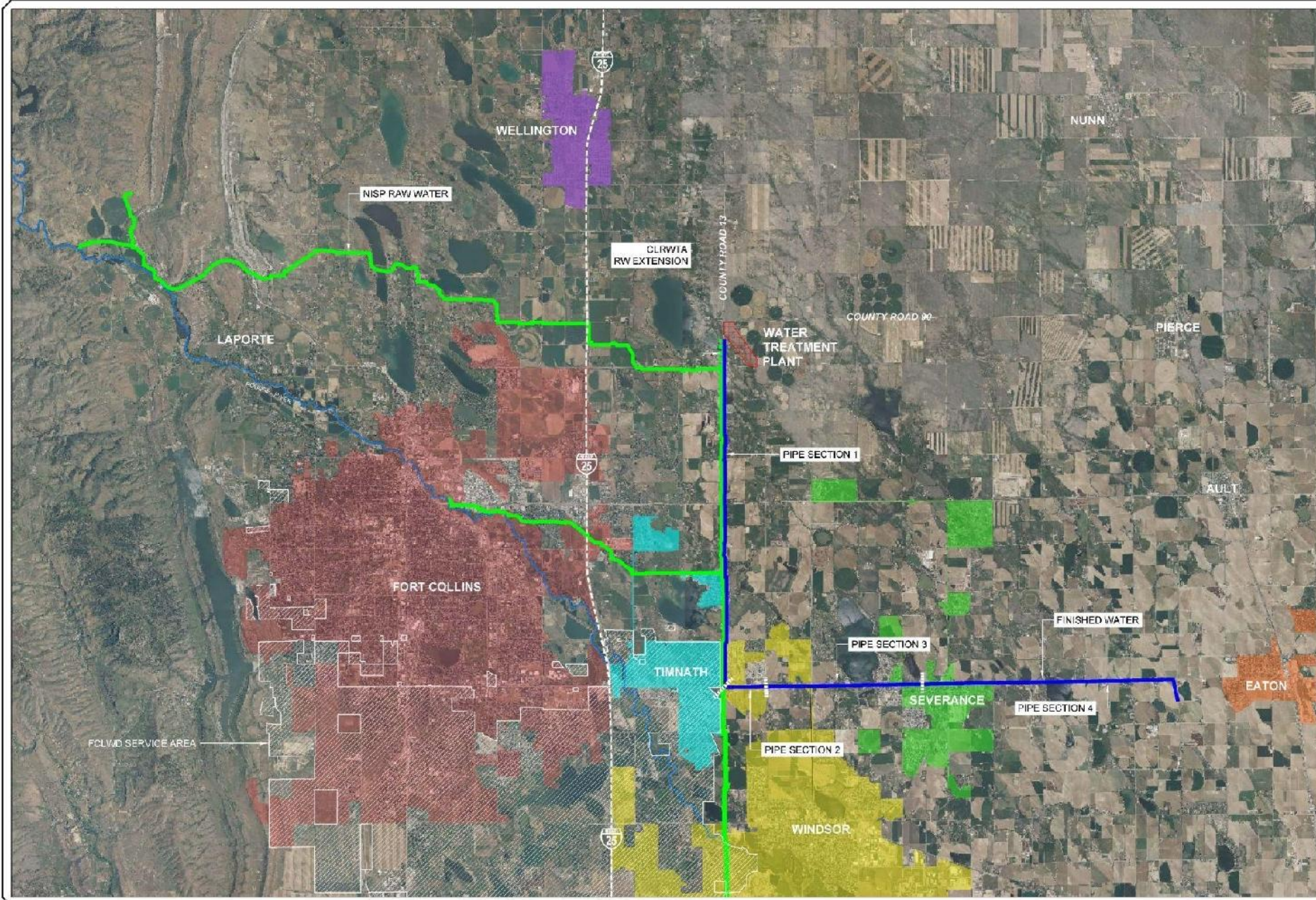
4. Complete Evaluation Process
 - a. Developer works with NWCWD staff, NWCWD's consulting engineers, users of water source(s) (previous and current), owner of land historically irrigated with the water source(s), ditch company, if applicable, and others to establish and document usage history and determine if the proposed non-potable water supply will meet the projected irrigation demand.

5. Division of Water Resources
 - a. Developer must prepare accounting forms to be submitted monthly to the Division of Water Resources ("DWR").
 - b. Monthly accounting will include diversions, volume of water pumped, metered usage, and other information required by the DWR.
 - c. Developer must obtain approval in writing from the DWR of monthly accounting forms and all measuring devices.
 - d. Developer will provide a copy of the written approval to NWCWD.
 - e. Developer will submit monthly accounting to the DWR and provide a copy to NWCWD.

6. Post Evaluation Meeting
 - a. Meeting between Developer and NWCWD is scheduled to discuss results of evaluation process.
 - b. Final development plat must be reviewed and approved by NWCWD.

7. Water Service Agreement
 - a. If the proposed non-potable irrigation supply meets the projected irrigation demand in a dry year and the developer elects to move forward, NWCWD staff will work to prepare a draft Water Service Agreement that addresses the requirements associated with the proposed non-potable irrigation supply and landscape irrigation system for the project.
 - b. When the draft water service agreement is complete and the language is acceptable to NWCWD staff and legal as well as the developer, NWCWD staff will present the agreement and the developer's request for a reduction in raw water requirements and plant investment fees for the residential development to the NWCWD Board for consideration at its next regularly scheduled meeting.

8. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to ELCO NEWT III County Road Interconnects



REGIONAL WATER TREATMENT AUTHORITY

TREATMENT FACILITY OVERVIEW MAP
ALIGNMENT A

CONFIDENTIAL

CONFIDENTIAL

PREPARED FOR
CACTUS HILL
SUBMITTAL DATE:
03/15/2022

SCALE:
VERTICAL: N/A
HORIZONTAL: 1" = 10'

SHEET NUMBER
A
1 OF 2 SHEETS



CLRWTA FORMATION

- 2021: Property acquisition
- 2022 – 2024: Stakeholder meetings and Creation Agreement developed
- 2024: Authority formed and board seated
- 2024 – 2026: Design of pipeline and facility
- 2027: Construction
- 2030: Project completion, ongoing operations



CLRWTA GOVERNANCE - BOARD OF DIRECTORS

Director	Organization
Chris Pletcher, Chair	Fort Collins-Loveland Water District
Shane Hale, Vice Chair	Town of Windsor
Nicholas Wharton, Treasurer	Town of Severance
Lindsay Radcliff Coombes, At-Large	Town of Severance
Wesley LaVanchy	Town of Eaton





**COBB LAKE REGIONAL WATER
TREATMENT AUTHORITY**

QUESTIONS?

CHRIS MATKINS

CLRWTA MANAGER

ALLY UTILITY CONSULTING

C.MATKINS@ALLYUTILITY.COM

WWW.CLRWTA.ORG



Fort Collins-Loveland Water District Special Board Meeting Agenda
Tuesday, July 9, 2024 10:00 AM
5150 Snead Drive, Fort Collins, CO

1. (10:00am) BOARD STUDY SESSION

1.1 Watering Restrictions Overview

- Causes
- Solutions
 - Demand Reductions
 - Supply Increases
- Results, Current Status
- Future Infrastructure Improvements

1.2 Cobb Lake Partnership Overview

- NISP Transfers
- Cobb Lake Participation
- Raw Water Delivery Options

2. (11:30am) SPECIAL BOARD MEETING

3. (11:30am) Roll Call

4. (11:35am) Northern Integrated Supply Project (NISP) Transfer Agreements

4.1 **NISP Unit Transfer Agreement with Town of Eaton (ACTION REQUIRED):**

Recommended Motion: Move that the Board approve the Amended Northern Integrated Supply Project (NISP) Transfer Agreement with the Town of Eaton.

4.2 **NISP Unit Transfer Agreement with Town of Severance (ACTION REQUIRED):**

Recommended Motion: Move that the Board approve the Amended Northern Integrated Supply Project (NISP) Transfer Agreement with the Town of Severance.

4.3 **NISP Unit Transfer Agreement with Left Hand Water District (ACTION REQUIRED):**
Recommended Motion: Move that the Board approve the Amended Northern Integrated Supply Project (NISP) Transfer Agreement with the Left Hand Water District.

4.4 **NISP Unit Transfer Agreement with City of Fort Lupton (ACTION REQUIRED):**
Recommended Motion: Move that the Board approve the Amended Northern Integrated Supply Project (NISP) Transfer Agreement with the City of Fort Lupton.

5. **(11:50am) Other Business**

6. **(12:00am) Adjournment**



Eaton Town Board Agenda Item

TO: Board of Trustees of the Town of Eaton
FROM: Wesley LaVanchy, Town Administrator, and Avi Rocklin, Town Attorney
DATE of MEETING: July 18, 2024
TITLE/SUBJECT: Agreement to Transfer NISP Units to Existing NISP Participant (the Fort Collins-Loveland Water District)

DESCRIPTION: Consider Agreement to Transfer NISP Units to Existing NISP Participant (“Agreement”)

SUMMARY: The Town’s water portfolio demands have evolved over the years with respect to its actual growth demands and master planning efforts. The Town and the Fort Collins-Loveland Water District (“FCLWD”) are participants in a water project being developed by the Northern Integrated Supply Project (“NISP”) Water Activity Enterprise, owned by the Northern Colorado Water Conservancy District (“NISP Enterprise”). The Town has the rights to 1,300 NISP units.

The attached Agreement provides that the Town would transfer 800 of its 1,300 units to the FCLWD and that the FCLWD would pay the Town \$3,875 per NISP Unit, for a total amount of \$3,100,000 (the “Purchase Price”). The Purchase Price is calculated as (800 X \$3,875). While the FCLWD has not made a firm commitment, the FCLWD has indicated that it would consider acting as a wholesale water provider for the Town in the future if the Town, based on future growth, needs additional potable water or, in any event, to act as a secondary source of potable water for the Town.

At its Board meeting on July 10, 2024, the FCLWD Board of Directors approved the attached Agreement and is waiting for Town of Eaton’s authorization.

If the Town Board approves the Agreement, the transfer of the NISP units remains subject to approval by the Northern Colorado Water Conservancy District NISP Enterprise. To obtain that approval, the Town and the FCLWD would need to execute a Petition to Amend the NISP Participation Agreements, in the form attached as exhibits to the Agreement. If the transfer is approved by the NISP Enterprise, the Town and the FCLWD would each pay the NISP Enterprise \$250.00 for the transfer. Upon information and belief, the NISP Enterprise may be able to consider the issue of the transfer of the NISP units during a meeting in August of 2024. Based on prior agreements executed between the Town and the NISP Enterprise, the NISP Enterprise has indicated that it will approve the transfer of NISP units between existing participants.



223 1st St, Eaton, CO 80615



(970) 454-3338



townofeaton.colorado.gov

COST & BUDGET:

If the Agreement is approved, the Town's revenue would be increased by \$3,100,000, which funds would go into the Town of Eaton Water Enterprise Fund.

RECOMMENDATION: Approve the Agreement to Transfer NISP Units to Existing NISP Participant.

PROPOSED MOTIONS:

For Approval: I move to approve the Agreement to Transfer NISP Units to Existing NISP Participant (the Fort Collins-Loveland Water District) and authorize the Mayor to execute the Agreement and the Petition to Amend NISP Participation Agreements to Decrease Participation by 800 NISP Units.

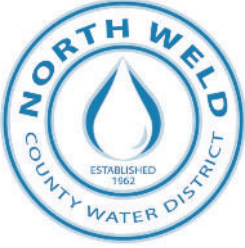
For Denial: I move to deny approval of the Agreement to Transfer NISP Units to Existing NISP Participant (the Fort Collins-Loveland Water District).



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Pg 15 - Resolution 2024-28R: Approving an Agreement to Transfer NISP Units to Fort Collins-Loveland Water District and Authorizing Submittal of Petition to Amend NISP Participation Agreements	Nicholas Wharton, Town Manager	
ACTION REQUESTED		
Approval will be obtained by the motion of the consent calendar.		<u>Resolution</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
<p>The Town of Severance Water Utility Enterprise is a participant in the water project ("Project") being developed by the Northern Integrated Supply Project Water Activity Enterprise, owned by the Northern Colorado Water Conservancy District ("NISP Enterprise"). The Town currently has a requested capacity of 2,000 acre-feet of water yield ("NISP Units") in the Project pursuant to the Twentieth Interim Agreement with the NISP Enterprise for Participation in the Project, and the NISP Phase 1 Agreement.</p>		
<p>The Town desires to transfer 1,500 of its 2,000 NISP Units in the Project to the Fort Collins-Loveland Water District in accordance with the terms of an "Agreement to Transfer NISP Units to Existing NISP Participant" (the "Transfer Agreement"). In connection with the Transfer Agreement, the Town must also obtain the NISP Enterprise Board of Directors' approval of changes to the Town's participation agreements to decrease the Town's participation by 1,500 NISP Units. To effect that change, the Town must submit a "Petition to Amend NISP Participation Agreements to Decrease Participation by 1,500 NISP Units" (the "Petition") to the Board of Directors of the NISP Enterprise for consideration and approval.</p>		
<p>The attached resolution would (1) approve the Transfer Agreement, (2) authorize the Town Manager to submit the Petition to the NISP Enterprise Board for consideration, and (3) authorize the Mayor to execute both the Transfer Agreement and the Petition on behalf of the Town.</p>		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town Management recommends the Town Council approve Resolution No. 2024-28R.		
MATERIALS SUBMITTED		
<p>The following materials were submitted and included in this packet:</p> <ol style="list-style-type: none"> R-2024-28R Approve Transfer Agreement for NISP Units and Authorize Petition Submittal 		

2. 20240712 NISP Unit Transfer Agreement, Town of Severance
3. 20240712 Petition to Amend NISP Participation Agreement (Severance)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Providence Infrastructure Consultants

Attn: Daniel Rice

300 Plaza Drive, Suite 320

Highlands Ranch, Colorado 80129

Subject: Confidentiality and Conflict of Interest Concern

As you are aware, Providence Infrastructure Consultants (PIC) was engaged by North Weld County Water District (the "District") in relation to the NEWT III Pipeline Project and assisted the District in its negotiations with East Larimer County Water District ("ELCO") concerning the associated Intergovernmental Agreement (North Weld-ELCO), and other engagements with the District related to its overall water system through which PIC obtained confidential information about the District.

The District understands that ELCO has engaged PIC to assist in the design of the CR5 and CR 3 ELCO Vaults. In light of the sensitive nature of the information about the District obtained by PIC during its periods of engagement with the District, we wish to formally reiterate our expectation that all information related to the District, including but not limited to strategic, financial, technical, and negotiation details, remains strictly confidential. This confidentiality expectation extends beyond the term of PIC's service to the District and includes protection against unauthorized disclosure to third parties.

Additionally, while we appreciate your ongoing work with ELCO on the design of the vaults, we must explicitly state that the District does not waive any potential conflict of interest with respect to this engagement. We trust that PIC will take all necessary steps to ensure that the interests of the District are protected, and that no information obtained from or through the District's engagement will influence or conflict with your work on the CR5 vault redesign project.

Please confirm receipt of this letter and your understanding of these expectations. Should you have any questions or require further clarification, do not hesitate to reach out.

Thank you for your attention to this matter.

Sincerely,

Eric Reckentine

Eric Reckentine, District Manager
North Weld County Water District