

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, October 9, 2023, 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 October 9, 2023, 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 September 11, 2023, Meetings**
 - b. Unaudited Financials for August & September 2023**
 - c. Invoices through October 9, 2023**
 - d. Kimberly Horn Consulting Services K&M Property Possession NEWT III (ratify)**
 - e. Employee Reimbursement Agreement CDL**
 - f. Silver peaks CPA Engagement Letter**
 - g. Easement Agreements**
 - i. Redmond – NEWT III (ratify)**
 - ii. Larimer & Weld Irrigation Co Ditch Agreement – NEWT III**
- 6. Discussion: Honey Creek Resources Revised Cost of Service and Fees Study (enclosures)**
- 7. Discussion: North Weld County Water District Draft 2024 Annual Budget (enclosures)**
- 8. Approve: 2nd Amendment to the Soldier Canyon Water Treatment Authority 2017 Creation Agreement (enclosures)**
- 9. Approve: Commercial Meter Overuse Surcharge Policy (enclosures)**
- 10. Discussion: NEWT III Acquisition and Construction Schedule (enclosures)**

11. 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)(b) & (e), C.R.S. related to Commercial Meter Overuse Surcharge Policy and NEWT III Acquisition and Construction Schedule

12. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. CDPHE Sanitary Survey October 24, 2023**
- c. BDO NWCWD 2023 Audit Not Submitted to State of Colorado**
- d. Water Efficiency Plan Update 2024, Clearwater**
- e. Master Plan Stakeholder Meeting Schedule**
 - i. Held With Town of Eaton September 20, 2023**
 - ii. Held With Town of Nunn October 4, 2023**
 - iii. Town of Windsor October 10, 2023**
 - iv. Wolf Creek Dairy October 18, 2023**
 - v. Hillside Commercial Group October 19, 2023**
- f. Residential Meter Overuse Surcharge Policy Notifications**
- g. BPCCC RPZ Compliance Letter**
- h. Greeley Interconnect Construction Update**

13. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 11th day of September, 2023, 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
Scott Cockroft, Secretary
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary

Director Pettinger was absent and excused.

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Lyons Gaddis, District special counsel; Jamie Cotter, SpencerFane, District special counsel; George Oamek, Headwaters Corp., Richard Reins and Jan Sitterson, Water Resources; Nick Wharton, Town of Severance; Angela Thompson, Slate Communications; and Paul Wiess, Williams & Wiess Consulting.

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 Ms. Hennen, the Board unanimously approved the agenda.

PUBLIC COMMENT

No members of the public addressed the Board.

CONSENT AGENDA MATTERS

Mr. Reckentine presented the Board with the consent agenda items.

Upon motion of Mr. Nelsen, seconded by Ms. Hennen, the Board approved the following:

- a. Minutes from August 14, 2023, and August 28, 2023, Meetings
- b. Invoices through September 11, 2023
- c. Easement Agreements
 - i. Faux – NEWT III
 - ii. City of Thornton - NEWT III
 - iii. Redmond – NEWT III
- iv. WAPA Access Agreements – NEWT III
- v. Nelson Easement Agreement – Woods Lake Line Replacement
- d. Water Efficiency Plan Update Scope
- e. Greeley- NW interconnect Change Order
- f. Rental of C-BT Carryover Capacity from CSU
- g. Supplemental Agreement with Larimer County Canal No. 2 for the headgate rehabilitation project
- h. BAE LLC water allocation divestment to district

Honey Creek Resources
Revised Cost of Service and
Fees Study

Mr. Oamek presented to the Board regarding the revised Cost of Service and Fee Study attached hereto as **Attachment 1**.

The Board discussed the study and findings presented.

No action was taken.

North Weld County Water
District Preliminary Draft
2024 Budget

Mr. Reckentine presented the Board with a preliminary 2024 budget. Following discussion and input from the Board, Mr. Reckentine will revise the proposed budget.

Master Plan, Drought Plan
and Proposed Revisions to
Water Service Agreements

Mr. White discussed with the Board several updates to the form water service agreements with developers, wholesale customers, and commercial customers.

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)(b) & (e), C.R.S. related to Master Planning and Water Service Agreements

Upon motion of Mr. Pettinger, seconded by Ms. Hennen, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 10:24 A.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S.; determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to § 24-6-402(4)(e), C.R.S.

Pursuant to § 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 the District's/Districts' attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

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

The Board reconvened in regular session at 11:32 A.M.

The Board directed staff and consultants to update water service agreements for review by the Board.

DISTRICT MANAGER'S REPORT

Tap Sales

Mr. Reckentine reported that 110 taps have been sold to date and that the District is on track to meet its budget for the year.

Subpeona to Produce Documents – Mr. Kerr vs. Diversified Oilfield

Mr. Reckentine reported that the District received a request to produce documents and will work with the insurance company and counsel to provide required documents.

Tri-Districts Annual Dinner 5:30 on October 5, 2023, at the Mill in Windsor

Mr. Reckentine reported re scheduling of Tri-District annual dinner.

OTHER BUSINESS

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 meeting of the North Weld County Water District convened at 10:24 A.M. on September 11, 2023 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy related to Master Planning and Water Service Agreement Negotiations as authorized by § 24-6-402(4)(b) & (e), C.R.S. I further attest it is my opinion that a portion 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.

Attachment 1



**NWCWD COST OF SERVICE STUDY:
WATER CHARGES AND PLANT
INVESTMENT FEE
*PRELIMINARY RESULTS***

GEORGE OAMEK, HONEY CREEK RESOURCES, INC.

SEPTEMBER 11, 2023

2023 COST OF STUDY UPDATE

- THE 2021-22 COS STUDY WAS APPROVED BY THE BOARD BUT NOT YET IMPLEMENTED IN ITS ENTIRETY
- A NEED FOR UPDATING STEMS FROM UPCOMING WSA NEGOTIATIONS WITH TOWNS, COMMERCIAL USAGE ISSUES, ALLOCATION OF CAPACITY TO HANDLE GROWTH, AND OTHER ISSUES
- RESULTS ARE PRELIMINARY PENDING BOARD AND STAFF REVIEW
 - MODIFICATIONS WILL DEPEND ON THEIR INPUT AND THE FINAL MASTER PLAN

COST OF SERVICE

- NWCWD HAS HISTORICALLY USED COS TO SET RATES, BUT AT A DISTRICT-WIDE LEVEL
 - “DISCOUNTS” GIVEN TO TOWNS AREN’T REALLY DISCOUNTS BUT RECOGNITION THAT TOWNS ARE LESS EXPENSIVE TO SERVE ON A 1,000 GALLON BASIS
- AS THE DISTRICT HAS EVOLVED, SO HAS A NEED TO DISTINGUISH AMONG TYPES OF CUSTOMERS AND THE DEMANDS THEY PUT ON THE SYSTEM, BOTH USAGE AND CAPACITY
- THE 2022 ANALYSIS (AND CURRENT UPDATE) USES THE BASE-EXTRA CAPACITY METHOD TO ALLOCATE DISTRICT COSTS AMONG CUSTOMER CLASSES
- ALLOWS FOR UNIQUE RATES FOR EACH CUSTOMER CLASS BASED ON THEIR USAGE CHARACTERISTICS
- THE BASE-EXTRA CAPACITY METHOD IS AWWA STANDARD PRACTICE (AWWA M1 MANUAL, 7TH ED)

IMPACTS OF COST OF SERVICE RATES ACROSS CUSTOMER CLASSES

- RESIDENTIAL USERS WILL HAVE THE HIGHEST VOLUME CHARGE, \$1,000 GAL, BECAUSE OF SUMMER LANDSCAPE IRRIGATION (HIGH MAX DAY AND MAX HOUR DEMAND PEAKING FACTORS)
- COMMERCIAL USERS WILL HAVE A LOWER VOLUME CHARGE DUE TO MORE STEADY, CONSTANT DEMAND, RESULTING IN SMALLER PEAKS
- VOLUME CHARGES FOR TOWNS WILL INCORPORATE THEIR MAX DAY DEMAND AND USAGE. HOWEVER THE TOWNS DO NOT PAY FOR RAW WATER, PEAK HOUR STORAGE, OR THE LOCAL DISTRIBUTION SYSTEM
 - TOWNS' VOLUME CHARGES CAN BE HANDLED INDIVIDUALLY OR COLLECTIVELY

CALCULATED COST OF SERVICE RATES

	Current water charges	Baseline cost-of-service water rates, 2022	Baseline cost-of-service water rates, 2023 update
Residential customers	\$4.44/1,000 gal	\$6.15/1,000 gal	\$6.50/1,000 gal
Commercial and industrial	\$4.44/1,000 gal	\$4.45/1,000 gal	\$4.30/1,000 gal
Towns (average)	\$3.33/1,000 gal	\$3.72/1,000 gal average	\$4.40/1,000 gal average
Plant Investment fee	\$20,250/tap District \$15,100/tap Town	\$20,250/tap District-wide	\$22,650/tap District \$16,700/tap Town

CALCULATED VOLUME CHARGE FOR TOWNS, BASED ON THEIR HISTORIC PEAKING FACTORS (\$/1000 GAL)

Town of Windsor	\$	4.03
Town of Eaton	\$	4.57
Town of Severance	\$	4.30
Town of Ault	\$	4.70
Town of Pierce	\$	4.03
N. Colo Water Assoc #A-2110	\$	4.57
Town of Nunn	\$	4.57
Simple average	\$	4.39

ADDITIONAL CONSIDERATIONS

- CHANGES IN CALCULATED VOLUME CHARGES BETWEEN 2022 AND 2023 ARE DUE TO REVISED ASSUMPTIONS ABOUT WATER USAGE AND THE PACE OF NEW TAPS
- NEAR-TERM WATER AND PI SURCHARGE REVENUES ARE NEAR BUDGETED AMOUNTS, BUT ARE ASSUMED TO DECLINE OVER TIME TO 10% OF THEIR CURRENT LEVEL BY 2032
- WATER AND PI SURCHARGE LEVELS ARE NOW ASSUMED TO BE SPLIT EVENLY BETWEEN REDUCING CUSTOMER RATES AND FUTURE CAPITAL IMPROVEMENTS. THIS IS ULTIMATELY A POLICY DECISION BY THE BOARD
- 2023 PRELIMINARY PLANT INVESTMENT FEE REQUIRES MORE CONSIDERATION ABOUT REMAINING SYSTEM CAPACITY AFTER 2032

	NWCWD current	NWCWD, baseline COS scenario	East Larimer County WD	Fort Collins-Loveland WD (residential, outside Fort Collins)	Town of Wellington	City of Loveland (inside City)	City of Greeley (not on Water Budget)	City of Fort Collins
Monthly service charge	\$26.64, includes first 6,000 gallons	Residential \$36.96; Comm/Indus \$26.70 Both include first 6,000 gallons	\$14.35	\$17.01	\$49.71	\$19.31	\$17.50	\$19.02
Volume charge (\$/1,000 gallons)	All users: \$4.44 Wholesale service to Towns: \$3.33	Residential: \$6.50 Comm/Indus: \$4.30 Wholesale service to Towns: \$4.40	Residential: \$4.35 Commercial \$3.72	Residential: \$1.98 (<8,000 gal) \$2.81 <15,000 gal	\$0.00 (<3,000 gal) \$11.70 (3,000 to 7000 gal; \$15.20 up to 20,000 gal)	Residential: \$3.95 Commercial: \$4.70	Residential: \$5.64 Commercial: \$5.60 Industrial: \$4.52	\$2.94 (<7,000 gal) \$3.39 (<13,000 gal)
Excess usage charge (\$/1,000 gallons)	\$6.00 plus volume charge for usage greater than allocation	\$6.00 plus volume charge for usage greater than allocation	\$4.99 plus volume charge for usage greater than allocation	\$3.77 for usage greater than 15,000 gal/mo	\$21.64 (>20,000 gal)	\$1.68 plus volume charge, only for commercial customers	No specific penalty published for non-budget customers.	\$3.90 (>13,000 gal)
Monthly average residential bill (0.32 af)	\$38.59	\$56.49	\$52.16	\$34.22	\$122.21	\$53.64	\$66.52	\$45.33
Monthly average residential bill (0.64 af)	\$77.17	\$112.98	\$90.11	\$60.54	\$254.32	\$87.97	\$115.53	\$110.57

ADDITIONAL CONSIDERATIONS

- RESIDENTIAL CUSTOMERS
 - ABOUT \$2.00/1,000 OF THE \$6.50/1,000 CHARGE IS FOR RAW WATER TO REPLENISH DROUGHT RESERVES
- COMMERCIAL CUSTOMERS
 - IT IS ASSUMED THAT CURRENT OVER USAGE IS ABOUT 2,000 ACRE-FEET, BUT DECLINES OVER TIME
 - FUTURE SURCHARGE REVENUES ARE BASED ON CURRENT SURCHARGE LEVELS
- TOWNS
 - FOR NOW, TOWNS ARE ASSUMED TO STAY WITH THE DISTRICT AT LEAST THROUGH 2032
 - FUTURE UNCERTAINTIES MUST BE CONSIDERED
 - A RATE OF RETURN ON DISTRICT ASSETS FROM WHICH THE TOWNS BENEFIT BUT DO NOT PAY FOR HAS BEEN CALCULATED OUTSIDE OF THIS ANALYSIS. THIS COULD POTENTIALLY INCREASE TOWNS' VOLUME CHARGE BY \$0.60/1,000 IF PURSUED BY THE DISTRICT.
 - SHOULD WATER AND PI SURCHARGE REVENUES CONTINUE TO BE SHARED WITH THE TOWNS?

THE IMPACT OF TOWNS ON DISTRICT FINANCES

- THE TOWNS ACCOUNT FOR ABOUT 37% OF TOTAL DISTRICT WATER USAGE AND ABOUT 30% OF DISTRICT REVENUE, NOT INCLUDING SURCHARGE REVENUES
- IF SEVERANCE, EATON, AND WINDSOR ABRUPTLY LEFT THE SYSTEM:
 - VOLUME CHARGES WOULD HAVE TO INCREASE BY A NET OF \$1.75 TO \$2.50 PER 1,000 GALLONS TO MAKE-UP THE DIFFERENCE
 - FUTURE CAPITAL EXPENDITURES WOULD HAVE TO BE ADJUSTED OR RE-TIMED AND PI FEES REEVALUATED
- ALTERNATIVELY, IF SEVERANCE, EATON, AND WINDSOR MAINTAIN THEIR COMMITMENT AT 2028 LEVELS
 - VOLUME CHARGES WOULD HAVE TO INCREASE BY \$0.20 TO \$0.30 PER 1,000 GALLONS DURING 2029-32 TO MAKE-UP THE DIFFERENCE
 - FUTURE CAPITAL EXPENDITURES WOULD HAVE TO BE ADJUSTED OR RE-TIMED AND PI FEES REEVALUATED

REMAINING TASKS

- INCORPORATE STAFF AND BOARD COMMENTS INTO THE ANALYSIS
- INCORPORATE MASTER PLAN INFORMATION RE. REMAINING CAPACITY INTO THE REVISED PI FEES
- WATER AND PI SURCHARGES:
 - UPDATE WATER AND PI SURCHARGES; DOCUMENT THE BASIS FOR THE PI SURCHARGE
 - PROPORTION OF SURCHARGE REVENUES TO BE USED FOR RATE RELIEF OR PI FEE REDUCTIONS
- TOWNS:
 - POTENTIAL SCENARIOS RE. FUTURE DEMANDS AND RELATIONSHIP WITH DISTRICT
 - WHETHER TO OFFSET TOWN RATE WITH SURCHARGE REVENUES

The background features a light gray gradient with several realistic water droplets of various sizes scattered across the frame. In the center, there are faint, concentric ripples, suggesting a stone dropped into water. The overall aesthetic is clean and minimalist.

QUESTIONS?

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
August 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,178,627.85
1015 - COLO TRUST - GENERAL		14,863,445.17
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,246,151.60
1020 - COLO TRUST - 2022 BOND		39,605,335.00
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)		2,579,094.43
1105 - AR CONSTRUCTION METERS		45,090.43
1116 - ACCOUNTS RECEIVABLE		36,271.64
1230 - PREPAID INSURANCE		25,835.62
1300 - INVENTORY		1,817,910.06

Total Current Assets 63,663,525.05

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 246,822,180.37

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	375,507.39
2216 - CONST MTR DEPOSITS		131,824.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
August 31, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		893,260.95
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,454,499.95
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(5,769,341.78)	
	<u> </u>	
Total Capital		<u>222,367,680.42</u>
Total Liabilities & Capital	\$	<u><u>246,822,180.37</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,419,697.47	\$ 8,164,793.84	\$ 12,215,468.00	4,050,674.16	66.84
3111 - WATER ALLOC SURCHARGE	580,224.00	3,462,606.00	3,490,134.00	27,528.00	99.21
3112 - PLANT INVEST SURCHARGE	406,616.95	2,074,769.10	2,268,587.00	193,817.90	91.46
3113 - ADJUSTMENTS	(2,514.02)	(71,955.76)	0.00	71,955.76	0.00
3140 - CONST METER USAGE	14,005.78	122,503.32	209,100.00	86,596.68	58.59
3141 - CONSTR METER RENTAL	825.00	9,520.00	5,610.00	(3,910.00)	169.70
3142 - CONSTRUCT METER REPAIR	884.43	15,242.93	560.00	(14,682.93)	2,721.95
OPERATING	2,419,739.61	13,777,479.43	18,189,459.00	4,411,979.57	75.74
3210 INTEREST-COTRUST-GENERAL	239,770.46	1,701,600.25	130,384.00	(1,571,216.25)	1,305.07
3220 - PORT PARTONAGE AGFINITY	0.00	1,739.02	828.00	(911.02)	210.03
NON OPERATING	239,770.46	1,703,339.27	131,212.00	(1,572,127.27)	1,298.16
3310 - TAP (PI) FEES	0.00	2,061,750.00	3,000,000.00	938,250.00	68.73
3311 - DISTANCE FEES	0.00	229,050.00	176,653.00	(52,397.00)	129.66
3312 - WATER (ALLOCATION) FEE	0.00	114,750.00	300,000.00	185,250.00	38.25
3314 - INSTALLATION FEES	0.00	227,600.00	331,224.00	103,624.00	68.71
3315 - METER RELOCATION FEE	0.00	4,400.00	1,656.00	(2,744.00)	265.70
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	13,000.00	49,684.00	36,684.00	26.17
3321 - NON-POTABLE INSTALL	0.00	30,405.00	22,082.00	(8,323.00)	137.69
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	0.00	2,680,955.00	4,174,964.00	1,494,009.00	64.22
3410 - WATER RENTAL	0.00	15,898.50	18,207.00	2,308.50	87.32
AG WATER	0.00	15,898.50	18,207.00	2,308.50	87.32
3500 - MISCELLANEOUS	0.00	50,461.23	0.00	(50,461.23)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	900.00	4,900.00	5,520.00	620.00	88.77
3530 - RISE TOWER RENT	300.00	2,400.00	8,060.00	5,660.00	29.78
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	1,200.00	57,761.23	35,662.00	(22,099.23)	161.97
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(150.26)	(132,235.59)	(64,946.00)	67,289.59	203.61
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	150.26	132,235.59	74,883.00	(57,352.59)	176.59
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	2,660,860.33	18,367,669.02	22,624,387.00	4,256,717.98	81.19
OPERATING EXPENSE					
4110 - POTABLE WATER	210,322.16	2,373,047.49	3,224,486.36	851,438.87	73.59
4120 - RENTAL WATER	0.00	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	0.00	610,170.99	463,615.14	(146,555.85)	131.61
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	1,763.00	9,521.00	14,000.00	4,479.00	68.01
WATER	(212,085.16)	(2,981,364.48)	(3,864,011.34)	(882,646.86)	77.16
4210 - SALARIES, FIELD	94,891.79	891,437.04	1,527,998.00	636,560.96	58.34
4220 - SALARIES, ENGINEERING	11,083.73	88,141.80	189,998.66	101,856.86	46.39
4240 - INSURANCE HEALTH	17,382.55	123,157.31	193,471.00	70,313.69	63.66
4250 - RETIREMENT	0.00	51,483.76	84,313.00	32,829.24	61.06
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	0.00	8,091.52	6,500.00	(1,591.52)	124.48
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	(123,358.07)	(1,162,311.43)	(2,014,952.66)	(852,641.23)	57.68
4410 - FIELD	9,849.75	37,849.77	0.00	(37,849.77)	0.00
4411 - LOCATES	940.41	9,720.15	15,501.00	5,780.85	62.71
4412 - FARM PROPERTIES	0.00	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	0.00	3,090.64	5,698.00	2,607.36	54.24
4414 - CONSTRUCTION METER	862.89	13,913.37	0.00	(13,913.37)	0.00
4415 - WATER LINES (REPAIRS)	21,399.90	(144,429.90)	50,000.00	194,429.90	(288.86)
4416 - APPURTENANCE(REPAIR)	3,313.08	33,484.32	0.00	(33,484.32)	0.00
4417 - METER SETTING	12,963.58	182,187.99	600,000.00	417,812.01	30.36
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	5,544.21	66,937.27	0.00	(66,937.27)	0.00
4420 - STORAGE TANKS (O & M)	11,714.52	25,681.46	0.00	(25,681.46)	0.00
4430 - PUMP STATIONS (O & M)	44,886.70	226,764.46	0.00	(226,764.46)	0.00
4435 - CHLORINE STATION	0.00	1,005.07	0.00	(1,005.07)	0.00
4440 - EQUIPMENT	4,048.29	28,348.61	205,000.00	176,651.39	13.83
4445 - SCADA EQUIPMENT	0.00	289.50	0.00	(289.50)	0.00
4446 - LOCATING EQUIPMENT	0.00	1,551.56	0.00	(1,551.56)	0.00
4450 - SHOP/YARD	8,612.82	72,888.86	0.00	(72,888.86)	0.00
4460 - VEHICLES	40,899.69	149,385.23	102,000.00	(47,385.23)	146.46
4470 - SAFETY	212.47	8,593.60	0.00	(8,593.60)	0.00
4480 - CONTROL VAULTS	0.00	1,305.15	29,226.00	27,920.85	4.47
4490 - MAPPING EXPENSE	19,499.25	78,040.98	39,968.00	(38,072.98)	195.26
OPERATION & MAINTENANCE	(184,747.56)	(829,615.35)	(1,055,153.00)	(225,537.65)	78.63
4500 - ENGINEERING	7,141.74	7,141.74	50,000.00	42,858.26	14.28

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
ENGINEERING	(7,141.74)	(7,141.74)	(50,000.00)	(42,858.26)	14.28
4600 - ELECTRICITY	17,651.48	132,011.57	181,100.00	49,088.43	72.89
4640 - METER VAULTS	0.00	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(17,651.48)	(141,021.32)	(181,100.00)	(40,078.68)	77.87
4700 - COMMUNICATIONS	100.20	802.05	0.00	(802.05)	0.00
COMMUNICATIONS	(100.20)	(802.05)	0.00	802.05	0.00
4810 - GENERAL	2,943.51	23,548.08	0.00	(23,548.08)	0.00
4820 - AUTO	968.45	9,458.60	0.00	(9,458.60)	0.00
4830 - WORKER'S COMP	2,546.96	24,940.68	0.00	(24,940.68)	0.00
INSURANCE	(6,458.92)	(57,947.36)	0.00	57,947.36	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	551,543.13	5,180,203.73	7,165,217.00	1,985,013.27	72.30
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	42,342.80	351,456.30	932,658.00	581,201.70	37.68
SALARIES	42,342.80	351,456.30	932,658.00	581,201.70	37.68
5210 - FICA	11,418.26	103,707.56	130,000.00	26,292.44	79.78
5220 - UNEMPLOYMENT	0.00	2,291.82	4,968.00	2,676.18	46.13
PAYROLL TAXES	11,418.26	105,999.38	134,968.00	28,968.62	78.54
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	31,494.23	0.00	(31,494.23)	0.00
HEALTH INSURANCE	4,358.39	31,494.23	60,000.00	28,505.77	52.49
5400 - OFFICE UTILITIES	277.98	2,149.30	0.00	(2,149.30)	0.00
5401 - ELECTRICITY	1,139.07	5,933.31	10,000.00	4,066.69	59.33
5402 - PROPANE	0.00	8,142.13	7,000.00	(1,142.13)	116.32
5403 - TELEPHONE	2,030.49	16,170.01	23,000.00	6,829.99	70.30
5404 - CELL PHONE SERVICE	1,645.29	13,135.41	20,000.00	6,864.59	65.68
5405 - CELL PHONE ACCESSORIES	0.00	9.77	500.00	490.23	1.95
5406 - OFFICE CLEANING SERVICE	1,360.00	11,560.00	20,000.00	8,440.00	57.80
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	1,690.00	13,195.00	0.00	(13,195.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	183.09	2,266.48	0.00	(2,266.48)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	8,090.28	47,642.84	66,245.00	18,602.16	71.92

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5442 - HARDWARE (COMPUTERS)	0.00	7,795.00	0.00	(7,795.00)	0.00
5443 - SOFTWARE	0.00	71.00	7,000.00	6,929.00	1.01
5444 - LICENSES (ANNUAL)	0.00	27,812.45	30,000.00	2,187.55	92.71
5445 - SENSUS METER SUPPORT	0.00	4,876.00	3,000.00	(1,876.00)	162.53
OFFICE UTILITIES	16,416.20	160,894.15	191,105.00	30,210.85	84.19
5510 - OFFICE EXPENSES	18,512.87	126,000.16	175,107.00	49,106.84	71.96
5520 - POSTAGE	0.00	649.74	3,312.00	2,662.26	19.62
5530 - BANK / CREDIT CARD FEES	4,986.24	30,000.74	5,520.00	(24,480.74)	543.49
5540 - BUILDING MAINTENANCE	0.00	41,806.52	1,104.00	(40,702.52)	3,786.82
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	3,150.00	3,312.00	162.00	95.11
5590 - TRAINING	15,000.00	15,200.00	8,833.00	(6,367.00)	172.08
OFFICE EXPENSE	38,499.11	216,807.16	199,948.00	(16,859.16)	108.43
5610 - LEGAL	24,943.22	474,664.32	357,000.00	(117,664.32)	132.96
5620 - ACCOUNTING	4,750.00	32,725.00	50,000.00	17,275.00	65.45
5625 - EASEMENT FEES	9,465.00	9,465.00	0.00	(9,465.00)	0.00
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	0.00	19,850.00	204,000.00	184,150.00	9.73
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5670 - APPRAISALS	0.00	27,500.00	0.00	(27,500.00)	0.00
5680 - LAND ACQUISITION	7,992.37	76,388.15	0.00	(76,388.15)	0.00
PROFESSIONAL FEES	47,150.59	679,247.60	620,822.00	(58,425.60)	109.41
5900 - MISCELLANEOUS	0.00	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	0.00	16,976.03	7,729.00	(9,247.03)	219.64
TOTAL ADMINISTRATIVE EXPENSE	160,185.35	1,562,874.85	2,147,230.00	584,355.15	72.79
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	355,425.57	937,376.05	1,600,000.00	662,623.95	58.59
STORAGE TANKS	355,425.57	937,376.05	1,600,000.00	662,623.95	58.59
6300 - PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
6440 - OTHER EQUIPMENT	0.00	24,198.75	0.00	(24,198.75)	0.00
EQUIPMENT	0.00	168,748.19	167,700.00	(1,048.19)	100.63
6505 - ENGINEERING	85,726.93	943,471.52	300,000.00	(643,471.52)	314.49
6510 - WATER LINES	0.00	5,955,289.45	15,200,000.00	9,244,710.55	39.18
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
6547 - GPS EQUIPMENT	43,771.00	43,771.00	0.00	(43,771.00)	0.00
6548 - MAPPING/GPS	10,277.70	10,277.70	0.00	(10,277.70)	0.00
SYSTEM	139,775.63	6,966,310.67	16,090,000.00	9,123,689.33	43.30
6610 - WATER RESOURCE MANAGER	4,331.11	129,102.27	0.00	(129,102.27)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	6,006.25	37,662.87	310,000.00	272,337.13	12.15
6640 - STORAGE	3,852.00	108,440.11	0.00	(108,440.11)	0.00
WATER RIGHTS	14,189.36	7,265,205.25	9,710,000.00	2,444,794.75	74.82
6710 - EASEMENTS	166,861.00	514,162.90	165,000.00	(349,162.90)	311.61
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	6,118.00	22,841.50	5,000.00	(17,841.50)	456.83
LAND/EASEMENTS	172,979.00	537,004.40	360,000.00	(177,004.40)	149.17
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	682,369.56	15,991,762.13	28,239,700.00	12,247,937.87	56.63
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
7290 - 2012R NW 1054	0.00	39,375.00	1,590,000.00	1,550,625.00	2.48
7292 - TRANSFER TO ENTERPRISE	0.00	34,312.50	0.00	(34,312.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	1,049,454.59	1,833,000.00	783,545.41	57.25

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE EIGHT MONTHS ENDING AUGUST 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
PRINCIPLE	0.00	1,402,442.09	5,127,288.00	3,724,845.91	27.35
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(1,402,442.09)	(5,127,288.00)	(3,724,845.91)	27.35
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,660,860.33	18,367,941.02	22,624,387.00	4,256,445.98	81.19
TOTAL EXPENSES	1,394,098.04	24,137,282.80	42,679,435.00	18,542,152.20	56.55
PROFIT/LOSS	1,266,762.29	(5,769,341.78)	(20,055,048.00)	(14,285,706.22)	28.77

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: August 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			6,030,081.61
Add: Cash Receipts			34,131.17
Less: Cash Disbursements			(1,666,209.45)
Add (Less) Other			(2,219,375.48)
Ending GL Balance			<u>2,178,627.85</u>
Ending Bank Balance			<u>2,539,442.11</u>
Add back deposits in transit			
	Aug 30, 2023	CJ083023	<u>323.44</u>
Total deposits in transit			323.44
(Less) outstanding checks			
	Nov 18, 2022	17106	(227.65)
	Feb 8, 2023	17343	(37,789.84)
	May 12, 2023	17640	(750.00)
	Jun 9, 2023	17774	(71.04)
	Jul 17, 2023	17830	(24,198.75)
	Jul 17, 2023	17831	(8,800.00)
	Jul 18, 2023	17844	(62.16)
	Jul 18, 2023	17849	(124.32)
	Jul 20, 2023	17876	(785.65)
	Jul 24, 2023	17898	(2,400.00)
	Aug 8, 2023	17933	(659.89)
	Aug 11, 2023	17961	(2,400.00)
	Aug 11, 2023	17963	(52.00)
	Aug 16, 2023	17965	(11,529.27)
	Aug 16, 2023	17966	(5,657.00)
	Aug 16, 2023	17969	(2,526.00)
	Aug 16, 2023	17971	(4,767.00)
	Aug 17, 2023	17976	(3,852.00)
	Aug 22, 2023	17979	(4,436.70)
	Aug 22, 2023	17980	(25.00)
	Aug 22, 2023	17982	(40,000.00)
	Aug 22, 2023	17984	(5,000.00)
	Aug 22, 2023	17985	(10,951.53)
	Aug 22, 2023	17986	(1,561.35)
	Aug 22, 2023	17988	(550.00)
	Aug 25, 2023	17989	(8,666.00)
	Aug 25, 2023	17990	(31,399.68)
	Aug 28, 2023	17991	(62,072.24)
	Aug 28, 2023	17992	(6,118.00)
	Aug 30, 2023	17993	(81.25)
	Aug 30, 2023	17994	(135.97)
	Aug 30, 2023	17995	(7.65)
	Aug 30, 2023	17996	(159.50)
	Aug 30, 2023	17997	(4,750.00)
	Aug 30, 2023	17998	(19.69)
	Aug 30, 2023	17999	(184.27)
	Aug 30, 2023	18000	(157.20)
	Aug 30, 2023	18001	(183.09)
	Aug 31, 2023	18002	(62.80)
	Aug 31, 2023	18003	(5,000.00)
	Aug 31, 2023	18004	(2,455.50)
	Aug 31, 2023	18005	(53.28)
	Aug 31, 2023	18006	(3,281.35)
	Aug 31, 2023	18007	(37,685.25)
	Aug 31, 2023	18008	(15,000.00)
	Aug 31, 2023	18009	(6,300.02)
	Aug 31, 2023	18010	(452.84)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: August 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

	Jul 17, 2023	VOID 16682	<u>(24,198.75)</u>	
Total outstanding checks				(377,601.48)
Add (Less) Other				
	Aug 30, 2023	CC0830	5,896.57	
	Aug 31, 2023	CC0831	8,387.38	
	Aug 30, 2023	CCIH0822	1,329.20	
	Aug 31, 2023	CCIH0823	728.27	
	Aug 31, 2023	DP0814	26.64	
	Aug 31, 2023	MARS0823	<u>95.72</u>	
Total other				16,463.78
Unreconciled difference				<u>0.00</u>
Ending GL Balance				<u><u>2,178,627.85</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: August 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	10,806,403.11
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>4,057,042.06</u>
Ending GL Balance	<u>14,863,445.17</u>
Ending Bank Balance	14,863,445.17
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>14,863,445.17</u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: August 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,236,344.64
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,806.96
Ending GL Balance	2,246,151.60
Ending Bank Balance	2,246,151.60
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,246,151.60

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: August 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	39,432,413.56
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	172,921.44
Ending GL Balance	<u>39,605,335.00</u>
Ending Bank Balance	<u>39,605,335.00</u>
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>39,605,335.00</u></u>

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
September 30, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	3,641,284.05
1015 - COLO TRUST - GENERAL		14,927,834.03
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,255,711.19
1020 - COLO TRUST - 2022 BOND		39,773,894.78
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)		2,784,396.41
1105 - AR CONSTRUCTION METERS		49,972.22
1116 - ACCOUNTS RECEIVABLE		34,334.73
1230 - PREPAID INSURANCE		19,376.70
1300 - INVENTORY		1,817,910.06

Total Current Assets 65,570,477.42

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 248,729,132.74

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	5,654.05
2216 - CONST MTR DEPOSITS		131,824.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

September 30, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		523,407.61
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,084,646.61
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(3,492,536.07)	
	<u> </u>	
Total Capital		<u>224,644,486.13</u>
Total Liabilities & Capital	\$	<u><u>248,729,132.74</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,396,335.18	\$ 9,561,129.02	\$ 12,215,468.00	2,654,338.98	78.27
3111 - WATER ALLOC SURCHARGE	690,834.00	4,153,440.00	3,490,134.00	(663,306.00)	119.01
3112 - PLANT INVEST SURCHARGE	439,536.25	2,514,305.35	2,268,587.00	(245,718.35)	110.83
3113 - ADJUSTMENTS	(2,090.60)	(74,046.36)	0.00	74,046.36	0.00
3140 - CONST METER USAGE	20,492.28	142,995.60	209,100.00	66,104.40	68.39
3141 - CONSTR METER RENTAL	815.00	10,335.00	5,610.00	(4,725.00)	184.22
3142 - CONSTRUCT METER REPAIR	0.00	15,242.93	560.00	(14,682.93)	2,721.95
OPERATING	2,545,922.11	16,323,401.54	18,189,459.00	1,866,057.46	89.74
3210 INTEREST-COTRUST-GENERAL	242,508.23	1,944,108.48	130,384.00	(1,813,724.48)	1,491.06
3220 - PORT PARTONAGE AGFINITY	0.00	1,739.02	828.00	(911.02)	210.03
NON OPERATING	242,508.23	1,945,847.50	131,212.00	(1,814,635.50)	1,482.98
3310 - TAP (PI) FEES	40,500.00	2,102,250.00	3,000,000.00	897,750.00	70.08
3311 - DISTANCE FEES	4,200.00	233,250.00	176,653.00	(56,597.00)	132.04
3312 - WATER (ALLOCATION) FEE	(147,000.00)	(32,250.00)	300,000.00	332,250.00	(10.75)
3314 - INSTALLATION FEES	4,200.00	231,800.00	331,224.00	99,424.00	69.98
3315 - METER RELOCATION FEE	0.00	4,400.00	1,656.00	(2,744.00)	265.70
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	13,000.00	49,684.00	36,684.00	26.17
3321 - NON-POTABLE INSTALL	0.00	30,405.00	22,082.00	(8,323.00)	137.69
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	(98,100.00)	2,582,855.00	4,174,964.00	1,592,109.00	61.87
3410 - WATER RENTAL	0.00	15,898.50	18,207.00	2,308.50	87.32
AG WATER	0.00	15,898.50	18,207.00	2,308.50	87.32
3500 - MISCELLANEOUS	0.00	50,461.23	0.00	(50,461.23)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	850.00	5,750.00	5,520.00	(230.00)	104.17
3530 - RISE TOWER RENT	300.00	2,700.00	8,060.00	5,360.00	33.50
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	1,150.00	58,911.23	35,662.00	(23,249.23)	165.19
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(119.13)	(132,354.72)	(64,946.00)	67,408.72	203.79
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	119.13	132,354.72	74,883.00	(57,471.72)	176.75
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	<u>2,691,599.47</u>	<u>21,059,268.49</u>	<u>22,624,387.00</u>	<u>1,565,118.51</u>	93.08
OPERATING EXPENSE					
4110 - POTABLE WATER	520.49	2,373,567.98	3,224,486.36	850,918.38	73.61
4120 - RENTAL WATER	0.00	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	10,461.00	10,461.00	91,239.03	80,778.03	11.47
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	0.00	610,170.99	463,615.14	(146,555.85)	131.61
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	959.00	10,480.00	14,000.00	3,520.00	74.86
WATER	<u>(11,940.49)</u>	<u>(2,993,304.97)</u>	<u>(3,864,011.34)</u>	<u>(870,706.37)</u>	77.47
4210 - SALARIES, FIELD	106,163.40	997,600.44	1,527,998.00	530,397.56	65.29
4220 - SALARIES, ENGINEERING	10,324.42	98,466.22	189,998.66	91,532.44	51.82
4240 - INSURANCE HEALTH	16,933.55	140,090.86	193,471.00	53,380.14	72.41
4250 - RETIREMENT	0.00	51,483.76	84,313.00	32,829.24	61.06
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	0.00	8,091.52	6,500.00	(1,591.52)	124.48
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	<u>(133,421.37)</u>	<u>(1,295,732.80)</u>	<u>(2,014,952.66)</u>	<u>(719,219.86)</u>	64.31
4410 - FIELD	0.00	37,849.77	0.00	(37,849.77)	0.00
4411 - LOCATES	0.00	9,720.15	15,501.00	5,780.85	62.71
4412 - FARM PROPERTIES	0.00	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	963.10	4,053.74	5,698.00	1,644.26	71.14
4414 - CONSTRUCTION METER	0.00	13,913.37	0.00	(13,913.37)	0.00
4415 - WATER LINES (REPAIRS)	21,647.50	(122,782.40)	50,000.00	172,782.40	(245.56)
4416 - APPURTENANCE(REPAIR)	0.00	33,484.32	0.00	(33,484.32)	0.00
4417 - METER SETTING	(882.47)	181,305.52	600,000.00	418,694.48	30.22
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	150.00	67,087.27	0.00	(67,087.27)	0.00
4420 - STORAGE TANKS (O & M)	4,801.27	30,482.73	0.00	(30,482.73)	0.00
4430 - PUMP STATIONS (O & M)	3,152.00	229,916.46	0.00	(229,916.46)	0.00
4435 - CHLORINE STATION	0.00	1,005.07	0.00	(1,005.07)	0.00
4440 - EQUIPMENT	0.00	28,348.61	205,000.00	176,651.39	13.83
4445 - SCADA EQUIPMENT	0.00	289.50	0.00	(289.50)	0.00
4446 - LOCATING EQUIPMENT	0.00	1,551.56	0.00	(1,551.56)	0.00
4450 - SHOP/YARD	663.56	73,552.42	0.00	(73,552.42)	0.00
4460 - VEHICLES	2,633.40	152,018.63	102,000.00	(50,018.63)	149.04
4470 - SAFETY	190.00	8,783.60	0.00	(8,783.60)	0.00
4480 - CONTROL VAULTS	0.00	1,305.15	29,226.00	27,920.85	4.47
4490 - MAPPING EXPENSE	6,309.75	84,350.73	39,968.00	(44,382.73)	211.05
OPERATION & MAINTENANCE	<u>(39,628.11)</u>	<u>(869,243.46)</u>	<u>(1,055,153.00)</u>	<u>(185,909.54)</u>	82.38
4500 - ENGINEERING	7,235.40	14,377.14	50,000.00	35,622.86	28.75

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
ENGINEERING	(7,235.40)	(14,377.14)	(50,000.00)	(35,622.86)	28.75
4600 - ELECTRICITY	13,002.99	145,014.56	181,100.00	36,085.44	80.07
4640 - METER VAULTS	0.00	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(13,002.99)	(154,024.31)	(181,100.00)	(27,075.69)	85.05
4700 - COMMUNICATIONS	100.24	902.29	0.00	(902.29)	0.00
COMMUNICATIONS	(100.24)	(902.29)	0.00	902.29	0.00
4810 - GENERAL	2,943.51	26,491.59	0.00	(26,491.59)	0.00
4820 - AUTO	968.45	10,427.05	0.00	(10,427.05)	0.00
4830 - WORKER'S COMP	2,546.96	27,487.64	0.00	(27,487.64)	0.00
INSURANCE	(6,458.92)	(64,406.28)	0.00	64,406.28	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	211,787.52	5,391,991.25	7,165,217.00	1,773,225.75	75.25
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	42,304.00	393,760.30	932,658.00	538,897.70	42.22
SALARIES	42,304.00	393,760.30	932,658.00	538,897.70	42.22
5210 - FICA	12,226.66	115,934.22	130,000.00	14,065.78	89.18
5220 - UNEMPLOYMENT	0.00	2,291.82	4,968.00	2,676.18	46.13
PAYROLL TAXES	12,226.66	118,226.04	134,968.00	16,741.96	87.60
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	35,852.62	0.00	(35,852.62)	0.00
HEALTH INSURANCE	4,358.39	35,852.62	60,000.00	24,147.38	59.75
5400 - OFFICE UTILITIES	0.00	2,149.30	0.00	(2,149.30)	0.00
5401 - ELECTRICITY	1,184.72	7,118.03	10,000.00	2,881.97	71.18
5402 - PROPANE	0.00	8,142.13	7,000.00	(1,142.13)	116.32
5403 - TELEPHONE	3,974.05	20,144.06	23,000.00	2,855.94	87.58
5404 - CELL PHONE SERVICE	0.00	13,135.41	20,000.00	6,864.59	65.68
5405 - CELL PHONE ACCESSORIES	0.00	9.77	500.00	490.23	1.95
5406 - OFFICE CLEANING SERVICE	1,700.00	13,260.00	20,000.00	6,740.00	66.30
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	1,690.00	14,885.00	0.00	(14,885.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	0.00	2,266.48	0.00	(2,266.48)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,624.00	53,266.84	66,245.00	12,978.16	80.41

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5442 - HARDWARE (COMPUTERS)	0.00	7,795.00	0.00	(7,795.00)	0.00
5443 - SOFTWARE	0.00	71.00	7,000.00	6,929.00	1.01
5444 - LICENSES (ANNUAL)	0.00	27,812.45	30,000.00	2,187.55	92.71
5445 - SENSUS METER SUPPORT	0.00	4,876.00	3,000.00	(1,876.00)	162.53
OFFICE UTILITIES	14,172.77	175,066.92	191,105.00	16,038.08	91.61
5510 - OFFICE EXPENSES	10,155.14	136,155.30	175,107.00	38,951.70	77.76
5520 - POSTAGE	48.82	698.56	3,312.00	2,613.44	21.09
5530 - BANK / CREDIT CARD FEES	5,733.16	35,733.90	5,520.00	(30,213.90)	647.35
5540 - BUILDING MAINTENANCE	713.90	42,520.42	1,104.00	(41,416.42)	3,851.49
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	3,150.00	3,312.00	162.00	95.11
5590 - TRAINING	0.00	15,200.00	8,833.00	(6,367.00)	172.08
OFFICE EXPENSE	16,651.02	233,458.18	199,948.00	(33,510.18)	116.76
5610 - LEGAL	8,591.00	483,255.32	357,000.00	(126,255.32)	135.37
5620 - ACCOUNTING	0.00	32,725.00	50,000.00	17,275.00	65.45
5625 - EASEMENT FEES	0.00	9,465.00	0.00	(9,465.00)	0.00
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	9,371.97	29,221.97	204,000.00	174,778.03	14.32
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5670 - APPRAISALS	6,000.00	33,500.00	0.00	(33,500.00)	0.00
5680 - LAND ACQUISITION	6,365.51	82,753.66	0.00	(82,753.66)	0.00
PROFESSIONAL FEES	30,328.48	709,576.08	620,822.00	(88,754.08)	114.30
5900 - MISCELLANEOUS	0.00	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	0.00	16,976.03	7,729.00	(9,247.03)	219.64
TOTAL ADMINISTRATIVE EXPENSE	120,041.32	1,682,916.17	2,147,230.00	464,313.83	78.38
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
6300 - PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
6440 - OTHER EQUIPMENT	0.00	24,198.75	0.00	(24,198.75)	0.00
EQUIPMENT	0.00	168,748.19	167,700.00	(1,048.19)	100.63
6505 - ENGINEERING	28,235.62	971,707.14	300,000.00	(671,707.14)	323.90
6510 - WATER LINES	0.00	5,955,289.45	15,200,000.00	9,244,710.55	39.18
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
6547 - GPS EQUIPMENT	0.00	43,771.00	0.00	(43,771.00)	0.00
6548 - MAPPING/GPS	0.00	10,277.70	0.00	(10,277.70)	0.00
SYSTEM	28,235.62	6,994,546.29	16,090,000.00	9,095,453.71	43.47
6610 - WATER RESOURCE MANAGER	0.00	129,102.27	0.00	(129,102.27)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	1,793.75	39,456.62	310,000.00	270,543.38	12.73
6640 - STORAGE	7,861.55	116,301.66	0.00	(116,301.66)	0.00
WATER RIGHTS	9,655.30	7,274,860.55	9,710,000.00	2,435,139.45	74.92
6710 - EASEMENTS	45,074.00	559,236.90	165,000.00	(394,236.90)	338.93
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	0.00	22,841.50	5,000.00	(17,841.50)	456.83
LAND/EASEMENTS	45,074.00	582,078.40	360,000.00	(222,078.40)	161.69
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	82,964.92	16,074,727.05	28,239,700.00	12,164,972.95	56.92
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
7290 - 2012R NW 1054	0.00	39,375.00	1,590,000.00	1,550,625.00	2.48
7292 - TRANSFER TO ENTERPRISE	0.00	34,312.50	0.00	(34,312.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	1,049,454.59	1,833,000.00	783,545.41	57.25

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2023

PRINCIPLE	CURRENT MONTH 0.00	YTD 1,402,442.09	BUDGET 5,127,288.00	+ OR - BUDGET 3,724,845.91	% BUDGET 27.35
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(1,402,442.09)	(5,127,288.00)	(3,724,845.91)	27.35
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,691,599.47	21,059,540.49	22,624,387.00	1,564,846.51	93.08
TOTAL EXPENSES	414,793.76	24,552,076.56	42,679,435.00	18,127,358.44	57.53
PROFIT/LOSS	2,276,805.71	(3,492,536.07)	(20,055,048.00)	(16,562,511.93)	17.41

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,178,627.85
Add: Cash Receipts		69,364.00
Less: Cash Disbursements		(761,959.86)
Add (Less) Other		2,155,252.06
Ending GL Balance		<u>3,641,284.05</u>
Ending Bank Balance		<u>3,950,630.62</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022	17106 (227.65)
	May 12, 2023	17640 (750.00)
	Jul 18, 2023	17844 (62.16)
	Jul 24, 2023	17898 (2,400.00)
	Aug 11, 2023	17961 (2,400.00)
	Aug 11, 2023	17963 (52.00)
	Aug 31, 2023	18008 (15,000.00)
	Sep 11, 2023	18048 (50.34)
	Sep 11, 2023	18049 (26.64)
	Sep 13, 2023	18052 (12,076.99)
	Sep 13, 2023	18055 (2,675.53)
	Sep 13, 2023	18058 (7,149.55)
	Sep 13, 2023	18061 (595.00)
	Sep 14, 2023	18062 (3,480.35)
	Sep 14, 2023	18063 (2,284.02)
	Sep 21, 2023	18066 (182.45)
	Sep 21, 2023	18068 (5,624.00)
	Sep 21, 2023	18069 (10,461.00)
	Sep 21, 2023	18070 (267.27)
	Sep 21, 2023	18071 (2,070.85)
	Sep 21, 2023	18072 (210.00)
	Sep 21, 2023	18073 (97.68)
	Sep 21, 2023	18074 (328.56)
	Sep 21, 2023	18075 (53.28)
	Sep 21, 2023	18076 (74.64)
	Sep 21, 2023	18077 (28.00)
	Sep 21, 2023	18078 (8,591.00)
	Sep 21, 2023	18079 (712.00)
	Sep 21, 2023	18080 (115.44)
	Sep 21, 2023	18081 (150.00)
	Sep 21, 2023	18082 (21.00)
	Sep 27, 2023	18083 (7.65)
	Sep 27, 2023	18084 (24,074.00)
	Sep 27, 2023	18085 (244.04)
	Sep 27, 2023	18086 (11.72)
	Sep 27, 2023	18087 (26.64)
	Sep 27, 2023	18088 (1,774.02)
	Sep 27, 2023	18089 (21,000.00)
	Sep 27, 2023	18090 (13,000.00)
	Sep 27, 2023	18091 (387.00)
	Sep 29, 2023	18092 (147,000.00)
	Sep 29, 2023	18093 (150.93)
	Sep 29, 2023	18094 (16,047.79)
	Sep 29, 2023	18095 (1,081.15)
	Sep 29, 2023	18096 (170.00)
	Sep 29, 2023	18097 (5,449.91)
	Jul 17, 2023	VOID 16682 (24,198.75)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Total outstanding checks	(332,841.00)
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Add (Less) Other

Sep 28, 2023	CC0928	784.78
Sep 29, 2023	CC0929	17,780.36
Sep 30, 2023	CC0930	3,239.85
Sep 28, 2023	CCIH0919	307.59
Sep 29, 2023	CCIH0920	817.83
Sep 29, 2023	MARS0920	564.02

Total other	23,494.43
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Unreconciled difference	0.00
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Ending GL Balance	<u>3,641,284.05</u>
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NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: September 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	14,863,445.17
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	64,388.86
Ending GL Balance	14,927,834.03
Ending Bank Balance	14,927,834.03
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	14,927,834.03

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: September 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,246,151.60
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,559.59
Ending GL Balance	2,255,711.19
Ending Bank Balance	2,255,711.19
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,255,711.19

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: September 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	39,605,335.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	168,559.78
Ending GL Balance	39,773,894.78
Ending Bank Balance	39,773,894.78
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	39,773,894.78

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into on the 20th day of SEPTEMBER, 2023, by and between the East Larimer County Water District and North Weld County Water District, quasi-municipal corporations and political subdivisions of the State of Colorado, hereinafter called "OWNER" and Kimley-Horn and Associates, Inc., a North Carolina corporation duly licensed to practice engineering in the State of Colorado, hereinafter called "CONSULTANT". OWNER and CONSULTANT, also hereinafter referred to separately as PARTY or jointly as the PARTIES, agree as follows:

CONSULTANT will perform professional services for a project known and described as the ELCO Water Main Extension Development Review, hereinafter called the "PROJECT." OWNER and CONSULTANT for mutual consideration, agree as follows:

1. Services of CONSULTANT: CONSULTANT agrees to provide and perform certain professional services for OWNER in connection with the PROJECT per the CONSULTANT'S Scope of Services and Fee Proposal dated September 15, 2023, attached as Exhibit A. Exhibit A is hereby incorporated by reference and made a part of this AGREEMENT.
2. OWNER'S Responsibilities: OWNER shall provide CONSULTANT with OWNER'S requirements for the PROJECT, including, but not limited to, design objectives, capacity and performance requirements, flexibility, expandability and budgetary limitations. OWNER shall furnish to CONSULTANT all studies, reports and other data in OWNER'S possession or control which OWNER believes is pertinent to the services to be provided by CONSULTANT. OWNER shall arrange for access by CONSULTANT to the facilities which are required by CONSULTANT to perform its services under this AGREEMENT.
3. Schedule: CONSULTANT shall perform its services in accordance with the schedule set forth in Exhibit A and complete the services within a mutually agreed upon timeline. OWNER agrees that CONSULTANT shall not be responsible for delays, which are due to causes beyond CONSULTANT'S reasonable control. In the case of any such delay the time for completion of CONSULTANT'S services hereunder shall be extended accordingly.
4. Compensation:
 - a. Fees: OWNER agrees to pay CONSULTANT compensation for its services satisfactorily completed in accordance with the CONSULTANT'S fee schedule and/or project budget worksheet as attached to Exhibit A. The CONSULTANT shall not exceed the estimated amount without the prior written approval of OWNER. This AGREEMENT is not a lump sum contract.
 - b. Billing: Fees and all other charges will be billed monthly and per the CONSULTANT'S tasks as delineated in the CONSULTANT'S project budget worksheet as attached to Exhibit A. CONSULTANT shall bill the OWNER as the work progresses and the net amount shall be due in 30 days. Should OWNER dispute in good faith any portion of an invoice OWNER shall pay the undisputed portion as provided herein. Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.
 - c. Project Delay: In the event that CONSULTANT'S services hereunder are delayed

for a period in excess of six (6) months due to causes beyond CONSULTANT'S reasonable control, CONSULTANT'S compensation shall be subject to renegotiation.

- d. *Partial Services:* In the event any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated at the request of OWNER, OWNER shall pay CONSULTANT for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein for the designated portion of the work.
5. Standard of Care: In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of CONSULTANT'S proposals, contracts or reports. CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by OWNER or others without independent review or evaluation unless provided on such data and information or otherwise in Exhibit A. CONSULTANT shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this AGREEMENT. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this AGREEMENT, CONSULTANT'S compensation shall be renegotiated accordingly.
6. Subconsultants: CONSULTANT may employ such subconsultants as it deems necessary to assist CONSULTANT in the performance or furnishing of the services hereunder, subject to reasonable, timely and substantial objections by OWNER.
7. Construction Safety and Methods: OWNER agrees that in accordance with generally accepted practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor but shall promptly notify OWNER if CONSULTANT actually observes any work performed by the construction contractor and its subcontractors which is not in compliance with the CONSULTANT'S work.
8. Opinion of Construction Cost: Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to OWNER.
9. Governmental Immunity: In performing the services required under this AGREEMENT, CONSULTANT is acting as an agent of OWNER, subject to the general supervision and control of OWNER. As such, to the fullest extent permitted by law, CONSULTANT shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and

administrative precedent. Notwithstanding the foregoing, CONSULTANT shall not be entitled to receive any other employee benefits from OWNER and shall not have the authority to independently authorize the expenditure of OWNER'S funds or otherwise undertake any other action on behalf of OWNER except as expressly authorized herein.

10. Insurance Requirement: CONSULTANT will maintain workmen's compensation, general liability, professional liability, automobile liability and such other insurance as required by OWNER, all in accordance with the insurance requirements set forth on the attached Exhibit B and will promptly provide certificates of insurance to OWNER evidencing the maintenance of such insurance.
11. Limitation of Liability: In recognition of the relative risks and benefits of the PROJECT to the PARTIES, OWNER agrees to limit CONSULTANT'S liability for damages to OWNER arising out of services performed by CONSULTANT and caused by CONSULTANT'S negligence or intentional acts hereunder to a sum not to exceed CONSULTANT'S professional liability limits as set forth in the attached Exhibit B.
12. Instruments of Service: All drawings, sketches, survey notes, calculations (hard copy and electronic), data (survey, field notes, electronic data, CADD info, GIS data, etc.), email, and any and all other documents created as part of this PROJECT, excluding Consultant's computer software and pre-existing proprietary information, are instruments of service and shall become the joint property of the CONSULTANT and the OWNER. OWNER shall have rights to full use of any and all instruments of service. CONSULTANT shall have no rights or authority to limit OWNER'S use of the instruments of service. As long as the Owner is not in breach of this AGREEMENT, CONSULTANT shall deliver instruments of service to the OWNER in a format as requested by OWNER and within seven (7) days of written request by OWNER.
13. Reuse of Documents: Documents, including drawings, specifications and instruments of service, prepared by CONSULTANT pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at OWNERS' sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT'S deliverables under this AGREEMENT by OWNER or persons other than CONSULTANT is waived as against CONSULTANT and the OWNER assumes full responsibility for such changes unless OWNER has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.
14. CADD or GIS Data: CADD or GIS data (Data) delivered to OWNER shall not include the professional stamp or signature of an engineer or architect. OWNER agrees that CONSULTANT shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by OWNER, or anyone authorized by OWNER, of Data; (b) the decline of accuracy or readability of Data due to inappropriate storage conditions or duration; or (c) any use by OWNER, or anyone authorized by OWNER, of Data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by CONSULTANT. By acceptance of Data, OWNER agrees to release CONSULTANT from damages and liability resulting from the modification, use or misuse of such Data.

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15. Fees and Permits: OWNER shall pay the cost of all fees, permits, bond premiums, title company charges and reproductions in connection with the PROJECT and CONSULTANT'S services hereunder.
16. Asbestos or Hazardous Materials: CONSULTANT is not licensed to provide services involving the identification or handling of asbestos or hazardous materials. Therefore, in providing its services hereunder, CONSULTANT shall not be responsible for the identification, handling, containment or abatement of any asbestos or other hazardous material present in connection with the PROJECT. In the event that OWNER or CONSULTANT becomes aware of the presence of asbestos or any other hazardous material at the jobsite, such PARTY shall immediately notify the other PARTY. CONSULTANT shall be entitled to cease any of its services that may be affected by the asbestos or other hazardous material and shall not be liable for damages in connection with such termination of services. OWNER shall be responsible for complying with all applicable federal and state rules and regulations in connection with the asbestos or other hazardous material. Further, OWNER shall release CONSULTANT, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, (collectively "the Liabilities"), which Liabilities are related to asbestos or other hazardous materials and arise out of work performed on the PROJECT by others.
17. Termination of AGREEMENT: In the event OWNER fails to pay CONSULTANT within thirty days after an invoice is rendered, then OWNER agrees that CONSULTANT shall have the right to terminate this AGREEMENT upon ten days' written notice. Except as otherwise provided in the preceding sentence this AGREEMENT may be terminated by either OWNER or CONSULTANT upon thirty days' written notice in the event of substantial failure of the other PARTY to perform in accordance with the terms of this AGREEMENT. OWNER expressly agrees to release CONSULTANT from any liability arising out of CONSULTANT'S termination of its services hereunder due to OWNER'S failure to perform and/or pay in accordance with the provisions of this AGREEMENT. In the event of termination of this AGREEMENT as a result of default by OWNER, OWNER shall promptly pay CONSULTANT for all of the fees, charges and services performed by CONSULTANT in accordance with the compensation arrangements under this AGREEMENT or on an agreed hourly basis.
18. Dispute Resolution: The PARTIES agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this AGREEMENT. In the event that a dispute cannot be resolved through direct discussions, the PARTIES agree to endeavor to settle the dispute by mediation. Either PARTY may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide a nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the PARTIES. If the dispute is not resolved through mediation within thirty (30) days following demand for mediation, the matter may thereafter be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing PARTY.
19. Assignment: Services provided under this AGREEMENT are for the exclusive use of OWNER. Neither OWNER nor CONSULTANT shall assign its interest in this AGREEMENT without the written consent of the other.

East Larimer County Water District
ELCO Water Main Extension Development Review

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20. Severability: Shall any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this AGREEMENT are declared to be severable.
21. Other Agreements: There are no understandings or agreements except as herein expressly stated. This AGREEMENT may only be modified by a written amendment signed by both PARTIES.
22. Acceptance Not Waiver: OWNER'S acceptance or approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished under this AGREEMENT shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'S approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to OWNER under this AGREEMENT.
23. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
24. Notices: Written notices required under this AGREEMENT and all other correspondence between the PARTIES shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested.
25. Governing Law: This AGREEMENT shall be governed by and construed in accordance with the laws of the state of Colorado.
26. Unlawful Employees, Consultants and Subconsultants: The CONSULTANT hereby represents, warrants, certifies and agrees to and with the OWNER as follows:
- a. It does not and shall not knowingly employ or contract with an illegal alien to perform work under this AGREEMENT or enter into a contract with a subconsultant that knowingly employs or contracts with an illegal alien to perform work under this AGREEMENT.
 - b. It will not enter into a contract with a subconsultant that fails to certify to the CONSULTANT that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this AGREEMENT.
 - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the AGREEMENT through participation in either the e-verify program jointly administered by the United States Department of Homeland Security and the Social Security Administration ("E-Verify Program") or the Colorado Department of Labor and Employment employment verification program ("Department Program").
 - d. It shall use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this AGREEMENT is being performed.
 - e. If the CONSULTANT obtains actual knowledge that a subconsultant performing work under the AGREEMENT knowingly employs or contracts with an illegal alien, the CONSULTANT shall:

East Larimer County Water District
ELCO Water Main Extension Development Review

- 1) Notify the subconsultant and the OWNER within three (3) days that the CONSULTANT has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to Subsection 5.A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
 - f. The CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established pursuant to C.R.S. 8-17.5-102(5)(a).
 - g. In addition to any remedies which may exist under the AGREEMENT, if the CONSULTANT violates any of the provisions of this Section, the OWNER may terminate the AGREEMENT for a breach of the AGREEMENT and the CONSULTANT shall be liable for actual and consequential damages to the OWNER.
 - h. It shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the AGREEMENT, affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written, notarized copy of the affirmation to the OWNER.
 - i. It shall in all respects comply with the provisions of C.R.S. 8-17.5-101, et seq. with regard to the employment of illegal aliens.
27. CONSULTANT'S Certifications: CONSULTANT certifies that it has not engaged in corrupt, fraudulent or coercive practices in competing for or in executing this Agreement. For the purposes of this Section:
- a. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the AGREEMENT execution;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (i) to influence the selection process or the execution of this AGREEMENT to the detriment of OWNER or (ii) to deprive OWNER of the benefits of free and open competition;
 - c. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of this AGREEMENT.
28. Priority for Conflicts or Inconsistencies: If there is any conflict or inconsistency between the terms and conditions of this AGREEMENT, the Exhibits attached hereto and any directives or change orders issued by OWNER which describe the scope of the services to be provided by CONSULTANT to OWNER, the terms and conditions of such AGREEMENT, Exhibits, directives and change orders shall control in the following order of priority:

- a. This AGREEMENT.
 - b. Directives or change orders issued during the course of work.
 - c. CONSULTANT'S proposal attached hereto as Exhibit A.
29. MUTUAL WAIVER OF CERTAIN DAMAGES: No PARTY to this AGREEMENT shall be liable to another PARTY or any entity claiming by or through another PARTY for any; loss of use or opportunity; loss of good will; and/or fines or penalties resulting from, or in any way related to the Project or the AGREEMENT from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty - express or implied.

[SEPARATE SIGNATURE PAGE]

**East Larimer County Water District
ELCO Water Main Extension Development Review**

In witness thereof, CONSULTANT and OWNER hereby execute this AGREEMENT.

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

Signature _____
Name: _____
Title: _____
Date: _____

CONSULTANT:
Kimley-Horn and Associates, Inc.

Signature Emily Felton
Name: Emily Felton
Title: Associate
Date: September 20, 2023

KHAMT
15

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

DocuSigned by:
Signature Tad R. Stout
Name: Tad R. Stout
Title: North Weld County Water District Board President
Date: 09/26/2023

List of Exhibits:

- Exhibit A: CONSULTANT'S Scope of Services and Fee Proposal of September 20, 2023
- Exhibit B: Insurance Requirements

East Larimer County Water District
ELCO Water Main Extension Development Review

Exhibit A



September 20, 2023

Randy Siddens
East Larimer County Water District
232 South Link Lane, P.O. Box 2044
Fort Collins, Colorado 80522

RE: *ELCO Legal Assistance – Fort Collins, Colorado*

Mr. Siddens,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Scope of Services to **East Larimer County Water District** ("Client" or "ELCO") for the review of the proposed waterline main by ELCO across the K and M Co owned property. The property in question is about 30 acres with approximately 2,664 Linear Feet of proposed waterline from east to west across the property by ELCO.

Scope of Services

Kimley-Horn will provide the services specifically set forth below upon receiving a signed contract.

Task 1 – Document Review

Kimley-Horn will review the documents listed below and prepare a memorandum with an opinion of the land development professional if the development of the property for the proposed conceptual site plan is feasible with the known information and if the site could be developed in the future for a single-family subdivision per the concept plan. ELCO will provide the documents to Kimley-Horn and Kimley-Horn will rely on the accuracy of the information contained in them. Kimley-Horn will base the opinion solely on the information contained in the documents and will not conduct any independent investigation. Documents to be reviewed are:

- Geotechnical Report, reviewed for water table depth
- Conceptual Review plans, reviewed for proposed development in area
- ELCO Watermain Construction Documents, reviewed for location of waterline and depth of proposed waterline
- Pre-Application notes from the City of Fort Collins, reviewed for compliance of Concept plan with City of Fort Collins code
- Boxelder Sanitary Sewer Map, Reviewed for sanitary sewer connection information
- Title Commitment, Reviewed for existing easement language along ditch and in easements on site adjacent to the proposed waterline
- As-Built documents for existing waterline on site, reviewed for existing easement information and existing waterline depth

The property in question is private property, and Kimley-Horn is not conducting any site visits. Kimley-Horn will attend up to three (3) meetings with ELCO and the project team.

A budget for this task has been provided based on thirty-six (36) hours of effort. Actual time spent will be billed at our then current hourly rates.

Task 2 – Expert Report

Kimley-Horn will provide a written report summarizing the documents reviewed as a part of Task 1. Kimley-Horn will also provide opinions based on prior industry experience on the validity of assertions made within the documents. If appropriate, Kimley-Horn will also provide counterpoints to the documents and outline alternative views and approaches to those presented.

Should they be needed, Kimley-Horn will provide up to two (2) conceptual site layouts for the project that could be considered as alternatives to the current proposals and will prepare an exhibit that can be incorporated for consideration as a part of the report.

A budget for this task has been provided based on sixty-eight (68) hours of effort. Actual time spent will be billed at our then current hourly rates.

Task 3 – Expert Testimony

Kimley-Horn will provide expert testimony based on prior industry experience should it be requested by the Client. This service may be as a Consulting Expert or as an Expert Witness. Expert Testimony will be provided by Kimley-Horn staff whose experience in the market and industry is sufficient to provide credible analysis and opinions on the proposed project. In addition to actual time spent as an Expert, this task will also include time spent in preparation in support of any Expert services outside of those provided as part of Task 2.

A budget for this task has been provided based on forty-four (44) hours of effort. Actual time spent will be billed at our then current hourly rates.

Fee and Billing

Kimley-Horn will provide the design and consulting services described within the Scope of Services for the following fee:

Task	Task Description	Fee	Fee Type
Task 1	Document Review	\$10,750	HR, Est
Task 2	Expert Report	\$21,250	HR, Est
Task 3	Expert Testimony	\$14,500	HR, Est
Total Estimated Fee		\$46,500	

**All fees assume continuous Project progression. Delays or stoppages will impact fees required. Reimbursable expenses are not included and will be billed separately.*

Hourly Fee - Services indicated by "HR, Est" will be provided on an Hourly Basis and are estimates for those tasks. Budgets are provided based on the maximum hours noted in the Scope of Services for reference only. Labor fee will be billed based on actual hours spent according to our Standard Hourly Rate Schedule, which is subject to periodic adjustment. An amount equal to 5% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All actual time spent will be billed. Kimley-Horn will not exceed the total maximum labor fee shown without providing notice to the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as express mail or delivery, air travel, out-of-town mileage, plan reproduction and other direct expenses will be billed, as incurred, at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

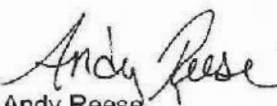
Closure

These services will be provided based upon the terms and conditions contained within this document. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at 970-852-6858 or andy.reese@kimley-horn.com should you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
 Andy Reese
 Project Manager

By: 
 Emily Felton, P.E.
 Associate



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$140 - \$190
Analyst II	\$190 - \$250
Professional	\$240 - \$280
Senior Professional I	\$290 - \$345
Senior Professional II	\$360 - \$420
Senior Technical Support	\$125 - \$305
Technical Support	\$115 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

EXHIBIT B
INSURANCE REQUIREMENTS

1. The CONSULTANT shall carry and pay for the following insurance coverage with limits specified in Section 2 below. In the event any work is performed by a subcontractor, the CONSULTANT shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance. CONSULTANT's insurance shall have no Exclusion of Subcontractor's Work (CONSULTANT's insurance not to include Form CG 22 94-Exclusion-Damage to Work Performed by Subcontractors on Your Behalf). Before commencing work, the CONSULTANT shall furnish OWNER with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by East Larimer County Water District."

In case of breach of any provision of the Insurance Requirements, the OWNER, at their option, may take out and maintain, at the expense of the CONSULTANT, such insurance as the OWNER may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the CONSULTANT under this Agreement.

The OWNER and CONSULTANT waive all rights of subrogation against each other, the OWNER and all other CONSULTANTS to the extent of any property insurance recovery obtained by the waiving PARTY for loss or damages caused by fire or other perils, except such rights as such PARTY may have to insurance proceeds held by any other person as trustee or otherwise on behalf of such PARTY.

2. Insurance coverage shall be as follows:

A. Workers' Compensation Insurance for the protection of the CONSULTANT's partners and employees as required by law, and Employer's Liability with minimum limits of:

\$100,000 Each Accident

\$100,000 Each Occupational Disease

\$500,000 Occupational Disease Aggregate

B. Commercial General Liability Insurance shall include premises/operations, contractual, products/completed operations, explosion, collapse, and underground hazard. Minimum limits of liability shall be:

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage (Any one fire)

\$5,000 Medical Expense (Any one person)

The CONSULTANT's policy shall be primary to any other insurance policies held by OWNERS or any other additional insured, and no other insurance of OWNER will be called on to contribute to a loss. Limits will apply on a Per Project basis.

C. Automobile Liability Insurance covering the use, operation and maintenance of any automobile, truck, trailer or other vehicles used by the CONSULTANT shall include coverage for owned, hired and non-owned liability. CONSULTANT shall be certain coverage is provided which complies with all provisions of the law.

\$1,000,000 Combined Single Limit

D. Excess Liability

\$1,000,000 Each Occurrence

E. Professional Liability

\$1,000,000 Each Claim

\$1,000,000 Aggregate

F. Additional Insured's

a. None required.

Notice and Acknowledgment of Restrictive Covenant(s)

[InsertDate]

Dear: [Insert Employee Name]

This *Notice and Acknowledgment of Restrictive Covenant* (the “Notice”) provides you formal notice pursuant to C.R.S. § 8-2-113(4) that as part of your (*continued*) employment with **[Employer]**, you are acknowledging and entering into an Agreement for Reimbursement of Education/Training (“Agreement”) that contains the following restrictive covenant:

Recovery of Educational and/or Training Expenses

The restrictive covenant(s) and the Agreement will take effect on **[Insert Date]**. The restrictive covenant(s) can be found in Section(s) **[Insert Clause]** of the Agreement.

Your signature below is an acknowledgement that you have received this notice and a copy of the Agreement [*if applicable: prior to accepting North Weld County Water District’s offer of employment,*] and **you understand that the Agreement could restrict your options for subsequent employment following your separation from North Weld County Water District.**

Your signature further acknowledges that this Notice was provided to you:

- **[Prospective Worker:** Before you accepted **North Weld County Water District’s** offer of employment.]
- **[Current Employee:** At least fourteen (14) days before the effective date of the covenant, [or] the effective date of any additional compensation or change in the terms of conditions of your employment.]

You may request an additional copy of the Agreement once each calendar year.

Date

Employee Signature

Print Name

AGREEMENT FOR REIMBURSEMENT OF EDUCATION/TRAINING

This agreement made this [] day of [], 20[], is between North Weld County Water District "Employer," and [SPECIFY EMPLOYEE'S FULL NAME] "Employee."

1. Acknowledgment of Law. Employee acknowledges that this is a contract for recovery of education and training expenses within the meaning of C.R.S. § 8-2-113(3)(a).
2. Description of Education/Training to be Received. Employer and Employee acknowledge and agree that Employee will receive training that is distinct from normal on-the-job training for the position for which Employee has been hired. This training, shall include, but is not limited to, all costs, fees, and sums expended by Employer, including but not limited to course fees, course materials, and any other related expenses pertaining to Employee taking the Class A CDLE course and the subsequent testing for a Class A CDLE license. This training and subsequent testing will give Employee knowledge and/or skills that the Employee does not now possess and would not otherwise receive from Employer's normal on-the-job training.
3. Duration of the Agreement. Employee agrees that for a period of two years from the date of the final day of the training or education referenced in Section 2, above, in the event that Employee terminates or termination for cause, Employee shall reimburse Employer for the cost and expenses of this training, including but not limited to the cost associated with the Class A CDLE course (\$4,350) and the cost associated with the subsequent testing for the Class A CDLE license (\$650), for a total amount of \$5,000.
4. Reimbursement Schedule. The reasonable costs of the training, as described above, must be repaid over the 2-year period commencing immediately upon completion of the Class A CDLE training course with the reimbursement amount decreasing by 4.16% for each month the employee remains employed. If the Employee separates employment prior to the expiration of the 2-year period, the full amount of the remaining reimbursement amount will be due in full on the separation date.
5. Authorization for Deduction from Paycheck. In the event Employee terminates or is terminated from employment, Employee hereby authorizes Employer to deduct the full amount of the reimbursement from Employee's final paycheck, including but not limited to payments made for unused vacation and other benefits, in accordance with applicable law.
6. Legal Costs and Fees. In the event Employer institutes legal action to recover any advances due it from Employee, the Employee shall be liable to Employer for all reasonable costs incurred, including but not limited to attorney's fees.
7. Entire Agreement. This agreement contains all of the terms agreed upon by the parties and supersedes all prior agreements, arrangements, and communications between the parties on this subject, whether oral or written.
8. Survival. Employee's obligations under this agreement shall survive the termination of Employee's employment and shall be enforceable regardless of which party terminates the

employment relationship and regardless of whether such termination is later claimed or found to be wrongful.

9. Governing Law and Forum. All disputes or issues arising from this agreement or Employer's relationship with Employee shall be governed by the internal laws of the State of Colorado. Any action arising from or relating in any way to this agreement or Employee's employment with Employer, shall be tried only in the state or federal courts situated in Denver County, Colorado. The parties consent to jurisdiction and venue in those courts to the greatest extent possible under law.

10. Severability. In the event any of the restrictions contained in this agreement are held to be unenforceable, the court so holding shall effect change to the extent absolutely necessary to render the agreement enforceable, while still maintaining the parties expressed desire that Employer be protected to the greatest extent possible under the applicable law. Each of the terms and provisions of this agreement is severable in whole or in part and, any term or provision found to be invalid or illegal and unenforceable by the court shall be excised by the court, and the remaining terms and provisions shall not be affected and shall remain in full force and effect.

11. Modification and Waiver. The parties agree that this agreement cannot be modified or waived without a written agreement signed by both parties. Employer's waiver of the breach of any provision of this agreement by Employee shall not constitute a waiver of any subsequent breach.

12. Heirs and Assigns. This agreement shall be binding upon Employee's heirs, executors, administrators, or other legal representatives; shall inure to the benefit of Employer, its successors or assigns; and shall be freely assignable by Employer, but not by Employee.

13. Headings. Numbers and titles to the sections of this agreement are for information purposes only and, where inconsistent with the text, are to be disregarded.

14. Acknowledgment of Employee Opportunity to Seek Counsel. Employee has been afforded the opportunity to read, reflect upon, and consider the terms of the agreement; has been afforded the opportunity to discuss this agreement with an attorney or other adviser; and has read this entire agreement, fully understands its terms, and has voluntarily executed this agreement.

15. At-will Employment. Employee agrees and understands that Employee's employment with Employer is "at-will," and that nothing in this Agreement shall confer any right with respect to continuation of employment by the Employer. Either Employee or Employer may terminate Employee's employment at any time, for any reason, with or without cause, and with or without notice.

Dated _____

Employee

Dated _____

Employer

By _____

Title _____

North Weld County Water District

Start November 1, 2023



Silver Peaks Accounting Services, LLC

Table Of Contents

Introduction

Services

Pricing

General Terms and Conditions

Agreement Summary

Audit Trail

Introduction



Silver Peaks Accounting Services, LLC

Hi Eric,

Here is the proposal we discussed for accounting services. Let me know if you have any questions.

Jessica

Services

MONTHLY ACCOUNTING SERVICES

Monthly Accounting Services - North Weld County Water District

- Review the day to day transactions recorded in the Sage 50 accounting system and assist administration with the proper recording, reconciliation and reporting of the financial activities of the District.
- Assist in preparing monthly bank reconciliations for all cash and investment accounts.
- Preparation of monthly and Year-to-date financial statements and budget comparison reports for the Board meetings held on the 2nd Monday of each month.
- Available to answer questions from District staff regarding accounting and payroll issues.
- Maintain the fixed asset inventory in Excel for audit purposes.
- Review new financial agreements and consult with Administration and Management on issues regarding such transactions.
- Inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Annual Services

- Preparation of all year-end adjusting entries for annual financial statement audit
- Preparation of all required year-end schedules for annual financial statement audit
- Oversight of internal control functions and assistance designing systems that will result in a favorable annual audit findings
- Performance of necessary oversight functions that provide for high level of segregation of duties and reduce risk of internal control deficiencies
- Assistance as needed with oversight and planning for the annual budget

Pricing

MONTHLY ACCOUNTING SERVICES

Billed every month From November 1, 2023, until change required	\$2,000.00
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✓ Monthly Accounting Services - North Weld County Water District

Billed every month From November 1, 2023, until change required	\$0.00
--	--------

✓ Annual Services

General Terms and Conditions

October 2, 2023

Dear Eric Reckentine,

ENGAGEMENT LETTER – Silver Peaks Accounting Services, LLC and North Weld County Water District

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide for North Weld County Water District. Please read this letter carefully as it is important to both Silver Peaks Accounting Services, LLC and North Weld County Water District that you understand and accept the terms under which we have agreed to perform our services, as well as management's responsibilities under this agreement.

On March 11, 2020, the World Health Organization declared the coronavirus (COVID-19) outbreak a pandemic. Citizens and the economies of the United States and other countries have been significantly impacted by the pandemic. Several stimulus packages have been signed into law in the U.S. providing economic relief to businesses and individuals. While it is premature to accurately predict how the coronavirus will ultimately affect the Silver Peaks Accounting Services, LLC's operations long term because the disease's severity and duration are uncertain, your 2020 financial results may be impacted and the implications beyond 2020, while unclear, could also be adversely impacted.

Other Matters

In accordance with the terms and conditions of this agreement, North Weld County Water District shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, North Weld County Water District releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 60 days, we reserve the right to discontinue services until your account is brought current or withdraw from this engagement. North Weld County Water District acknowledges and agrees that we are not required to continue work in the event of North Weld County Water District's failure to pay on a timely basis for services rendered as required by this engagement letter. North Weld County Water District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of North Weld County Water District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

We may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

Silver Peaks Accounting Services, LLC does from time to time partner with other vendors to provide service options to its clients. A referral fee may be paid to Silver Peaks Accounting Services, LLC related to services you may be receiving from a vendor partner. The potential referral fee in no way influences our recommendations for additional services. Those recommendations and partnerships are based solely on our client needs and our positive experience with the vendor. Currently, we received commissions based on the fees you pay from two vendors if you sign up as a referral from us. The vendors are Clio and Gusto and we receive a commission of 10 percent of the fees paid to them if you sign up under our partner link.

It is our policy to keep records related to this engagement for seven years. However, Silver Peaks Accounting Services, LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by government or regulatory agencies. Silver Peaks Accounting Services, LLC does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Either party may terminate this relationship with thirty (30) days written notice to the other, including email notification, provided that such notice has been received.

During the 30-day termination period, projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Silver Peaks Accounting Services, LLC shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the Mediation Association of Colorado under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Colorado. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate your confidence in our firm by retaining us as your certified public accountants and shall be pleased to discuss this letter with you at any time.

Confirmation of Terms

Please review and digitally sign this letter below to indicate that it is in accordance with your understanding of the arrangements. This letter will be effective for future years unless we advise you of any change.

Yours sincerely,

Silver Peaks Accounting Services, LLC

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of North Weld County Water District I hereby agree to the terms of engagement dated November 1, 2023 of Anne Pugliese as set out above in this letter of engagement.

I, Eric Reckentine, of North Weld County Water District confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Eric Reckentine

Date:

Agreement Summary

Sender	Silver Peaks Accounting Services, LLC
Sent Date	Monday, October 2, 2023 12:34 PM
Recipient	North Weld County Water Distrcit
Effective Start Date	November 1, 2023
Payment Authority	None
Payment Method	None
Document ID	prop_munojugcewlqaoqadnrq
Status	Awaiting Acceptance

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT FOR POSSESSION AND USE (“Agreement”) is entered into this _____ day of September, 2023, by and between TRAVIS REDMON and EMILY REDMON (jointly, “Owners”), who have an address for purposes of this Agreement of 105 North County Road 3, Fort Collins, CO 80524; EAST LARIMER COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, CO 80524; and NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, which has an address of 32825 County Road 39, Lucerne, CO 80646 (jointly, “Districts”).

RECITALS

A. Districts intend to construct a waterline for the NEWT III Water Pipeline Project (“Project”). A portion of the water line will run over, under, on and across certain property of Owners lying 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 on Exhibit A attached hereto and incorporated herein by reference (the “Property”).

B. In connection with the construction of the Project, Districts desire to acquire from Owners a permanent easement, described and depicted on Exhibit B, and the temporary construction easements described and depicted on Exhibit C, less the area shown as a rectangle crossed through with an X on the Redmon Property Exhibit attached as Exhibit D (jointly, “Easements”) over, under, on and across the portions of the Property that are encumbered by the Easements (jointly, the “Easement Areas”). Exhibits B, C and D are attached hereto and incorporated herein by reference.

C. Owners have agreed to grant Districts possession of the Easement Areas in accordance with the terms of this Agreement, which shall have the same effect as an order for immediate possession entered by a court pursuant to § 38-1-105(6), C.R.S., and shall entitle Districts to all rights that Districts would have under such an order for immediate possession, subject only to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of Districts’ payment to Owners of the Compensation provided in paragraph 2 below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Possession. Upon tender of the payment of the Compensation provided in paragraph 2 below, Owners hereby grant Districts and their contractors, agents, servants, employees and all other persons acting at the request of Districts, the right to enter upon and take and retain possession of the Easement Areas to install, lay, construct, relocate, alter, replace, repair, inspect, maintain, remove and operate a water pipeline and all appurtenances thereto, and for all purposes necessary and incidental thereto subject to the following requirements:

1.1 The right to possess and use the portion of the Property that will be encumbered by the temporary construction easement described and depicted on Exhibits C and D, shall terminate at the earlier of: (i) the last day construction activities for the water pipeline within the Easement Areas occur, or (ii) the one (1) year anniversary of the date of the first day construction activities for the water pipeline within the Easement Area began. or such later time as the parties may mutually agree.

1.2 Prior to the termination of the temporary construction easement, Districts, at their sole cost and expense, shall restore the surface of the Easement Areas to a condition that is at least equal to the condition that existed prior to any disturbance by Districts, including, without limitation, reasonable clean-up reclamation of any hazardous materials on the Easement Area, restoration of fences, drain tile, irrigation systems, landscaping, private roads, and other improvements, and removal of any and all equipment, materials, improvements, etc. installed by the Districts on the Easement Area, all to the Owners' reasonable satisfaction, provided that the Districts, in the process of such restoration, shall use a dryland grass seed mix to be approved in writing in advance by Owners, such approval not to be unreasonably withheld, conditioned or delayed.

2. Compensation. Districts shall pay to Owners, jointly, the total amount of Twenty-One Thousand and 00/100 Dollars, less any adjustments as provided below ("Compensation"). The Compensation shall be deemed not less than any sum that Districts would be required to pay into the court registry if a court had awarded Districts immediate possession of the Easement Areas under § 38-1-105(6), C.R.S. Owners' receipt of the Compensation shall be deemed equivalent to Owners' withdrawal of the full amount of the Compensation from the court registry as provided in § 38-1-105(6)(b), C.R.S., and shall also be applied as a credit against the payment of the amount of total compensation that Districts are required to pay to Owners, and any other persons having any interest in the Easement Areas, for the acquisition of the Easements either by a negotiated settlement for the purchase of the Easements or an award as determined in an eminent domain proceeding. The parties agree and acknowledge that the portion of the Compensation associated with the Temporary Construction Easement is \$3,020.00, which was calculated based on Temporary Construction Easement Area being a total of 10,440 ft², as shown on Exhibit C. As stated above, the parties intend that the Temporary Construction Easement Area be reduced by that area shown on Exhibit D (shown as a rectangle crossed through with an X), and the parties agree that the portion of the Compensation attributable to the Temporary Construction Easement be proportionally reduced. Therefore, while the Districts shall pay the full Compensation to the Owners in accordance with this Agreement, the parties agree that upon the Districts' formal purchase of the Easements, or the finalization of the Districts' acquisition of the Easements through their powers of eminent domain, the Owners shall be required to pay to the Districts, jointly, a sum calculated as follows: ((10,440 minus the final square footage of the Temporary Construction Easement) divided by 10,440) times 100, with such percentage multiplied by \$3,020.00.

3. Eminent Domain Proceeding. The parties have been and will proceed to diligently conclude good faith negotiations for Districts' purchase of the Easements. The parties believe the remaining issues to be negotiated include the following:

a. Formally reduce the temporary construction easement area in accordance with the depiction attached as Exhibit D, modify the temporary construction easement accordingly, and reduce the compensation proportionally, in accordance with Section 2, above;

b. Districts' approval for Owners' intended power line through the Easement Areas to a new barn to be constructed by Owners on the Property; and

c. Agree upon the replacement of the berm, including top-soil, seed mix, etc., all at the Districts' sole cost and expense.

Should the parties be unable to agree upon the terms for Districts' acquisition of the Easements, Districts agree to take all actions necessary to acquire the Easements through their powers of eminent domain and according to Colorado law by no later than December 1, 2023. In such event, Districts may submit this Agreement to the court, and this Agreement shall have the same effect as a stipulation of the parties authorizing the Court to enter an order awarding Districts immediate possession of the Easement Areas. Further, Owners' receipt of the Compensation shall have the same effect as Districts' deposit into the court registry and Owners' withdrawal of the Compensation from the court registry under § 38-1-105(6)(b), C.R.S.

4. Valuation Dates. In the event Owners and Districts are not able to agree upon the terms for Districts' purchase of the Easements and Districts commence an eminent domain action to acquire the Easements through their powers of eminent domain, the date of value to determine the amount of compensation required to be paid by Districts for the acquisition of the Easements, including damages and benefits, if any, shall be the date that Districts deliver the Compensation to Owners.

5. Applicability of Agreement. This Agreement shall apply only to immediate possession of the Easement Areas by Districts for the purpose of constructing a portion of the Project. This Agreement shall have no application or relevancy to the determination of the value of the Easement Areas, or the amount to be paid by Districts for acquisition of the Easements, except that the delivery of the Compensation shall be treated as though a court had determined that the Compensation is a sufficient sum to pay the compensation when ascertained under § 38-1-105(6)(a), C.R.S., and the Districts had deposited the Compensation into the court registry under § 38-1-105(6)(a), C.R.S., and Owner had withdrawn the full amount of the Compensation under § 38-1-105(6)(b), C.R.S. The Compensation may not be used in any eminent domain action as evidence of the value of the Property, the Easement Areas or damages or for any other purpose, except for the purpose of enforcing the terms of this Agreement.

6. Binding Effect/Appurtenances/Recordation. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall be deemed to be appurtenant to the Property and may be recorded in the Larimer County records.

7. Notices. All notices which may be given to the parties hereto shall be in writing and shall be sent to the parties' addresses as specified below:

Owners: Travis and Emily Redmon
105 North County Road 3
Fort Collins, CO 80524

With a copy to:

Andrew Priebe, Esq.
Massey, Mitchell & Kelly, PLLC
125 South Howes Street, Suite 1100
Fort Collins, CO 80521

Districts: East Larimer County Water District
Attn: Mr. Randy Siddens, P.E., District Manager
P.O. Box 2044
Fort Collins, CO 80522

North Weld County Water District
Attn: Mr. Eric Reckentine, District Manager
P.O. Box 56
Lucerne, CO 80646

With copies to:

Timothy L. Goddard, Esq.
Goddard Law Office, PLLC
210 East 29th Street
Loveland, CO 80522

Zachary P. White, Esq.
White Bear Ankele Tanaka & Waldron Professional Corporation
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Any party may direct the other party in writing to send any notices to such addresses as are subsequently designated by that party in writing.

8. Governing Law/Venue. This Agreement shall be governed by, and its terms construed under, the laws of Colorado. The parties agree that venue for any legal or other proceeding arising out of or relating to this Agreement, including enforcing any terms of this Agreement, shall be in Larimer County, Colorado.

9. Default. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that any party fails to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party claims another party is in default of this Agreement, such party shall provide written notice to the other party specifying such default and allowing a period of ten (10) days within which to cure said default. In the event the default is not timely cured, the party not in default may elect to: (a) terminate this Agreement

and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

10. Attorney Fees and Costs. In the event any party defaults in any of its covenants or obligations provided in this Agreement, and a party not in default commences a civil action, the court shall award to the prevailing party, in addition to any damages or equitable relief, all reasonable expenses of said litigation, including a reasonable sum for attorney fees.

11. Counterpart Signatures. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties to this Agreement, on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. In addition, this Agreement may be executed initially by facsimile counterpart copies, and upon receipt of the same, shall be deemed legally enforceable. Thereafter, original signatures shall be obtained and substituted for facsimiles.

12. Construction. This Agreement shall be construed according to its fair and plain meaning as though all of its terms were fairly negotiated between parties of equal bargaining power acting under the advice of their counsel and shall not be construed against any party as the draftsman of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Possession and Use the day and year first above written.

OWNERS:

TRAVIS REDMON

EMILY REDMON

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of September, 2023, by TRAVIS REDMON.

WITNESS my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of September, 2023, by EMILY REDMON.

WITNESS my hand and official seal.

Notary Public

DISTRICTS:

EAST LARIMER COUNTY WATER DISTRICT,
a Political Subdivision of the State of Colorado

By:

Loren Maxey, President

ATTEST:

Mike Scheid, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of September, 2023,
by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a Political
Subdivision of the State of Colorado.

WITNESS my hand and official seal.

Notary Public

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

By: _____
Tad Stout, President

ATTEST:

Scott Cockroft, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of September, 2023,
by Tad Stout, as President of NORTH WELD COUNTY WATER DISTRICT, a Political
Subdivision of the State of Colorado.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A" ATTACHED TO AND INCORPORATED IN AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN TRAVIS REDMON AND EMILY REDMON (OWNERS) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (DISTRICTS)

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:

BEGINNING 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 ½" ALUMINUM CAP STAMPED LS38348 AT THE EAST QUARTER CORNER AND A #6 REBAR WITH A 3 ½" ALUMINUM CAP STAMPED LS22098 AT THE SOUTHEAST CORNER OF SECTION 11;
THENCE SOUTH 00°05'22" EAST A DISTANCE OF 1316.78 FEET TO THE SOUTHEAST CORNER OF THE N 1/2 SE 1/4 OF SECTION 11;
THENCE NORTH 89°44'42" WEST ALONG THE SOUTH LINE OF SAID N1/2 SE 1/4 A DISTANCE OF 1296.55 FEET;
THENCE NORTH 00°05'22" WEST A DISTANCE OF 1311.59 FEET TO THE NORTH LINE OF THE N 1/2 SE 1/4;
THENCE SOUTH 89°58'28" EAST ALONG SAID NORTH LINE A DISTANCE OF 1296.53 FEET TO THE POINT OF BEGINNING,

ALSO KNOWN BY STREET AND NUMBER AS: 105 NORTH COUNTY ROAD 3, FORT COLLINS, CO 80524.

EXHIBIT "B" ATTACHED TO AND INCORPORATED IN AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN TRAVIS REDMON AND EMILY REDMON (OWNERS) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (DISTRICTS)

(1 of 2)

PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of that parcel of land described in that Quit Claim Deed recorded October 25, 2021 as Reception No. 20210098015 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 Quit Claim Deed lying West of the West Right-of-way line of Larimer County Road 3, (See Road Book R, Page 273), said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 11.

Said described strip of land contains 50,661 sq. ft. or 1.163 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

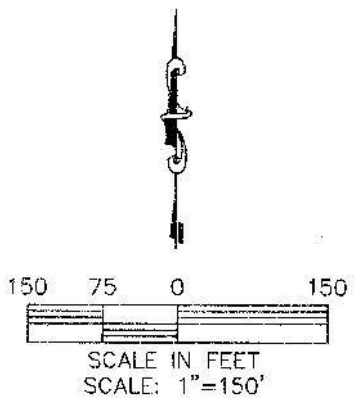
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

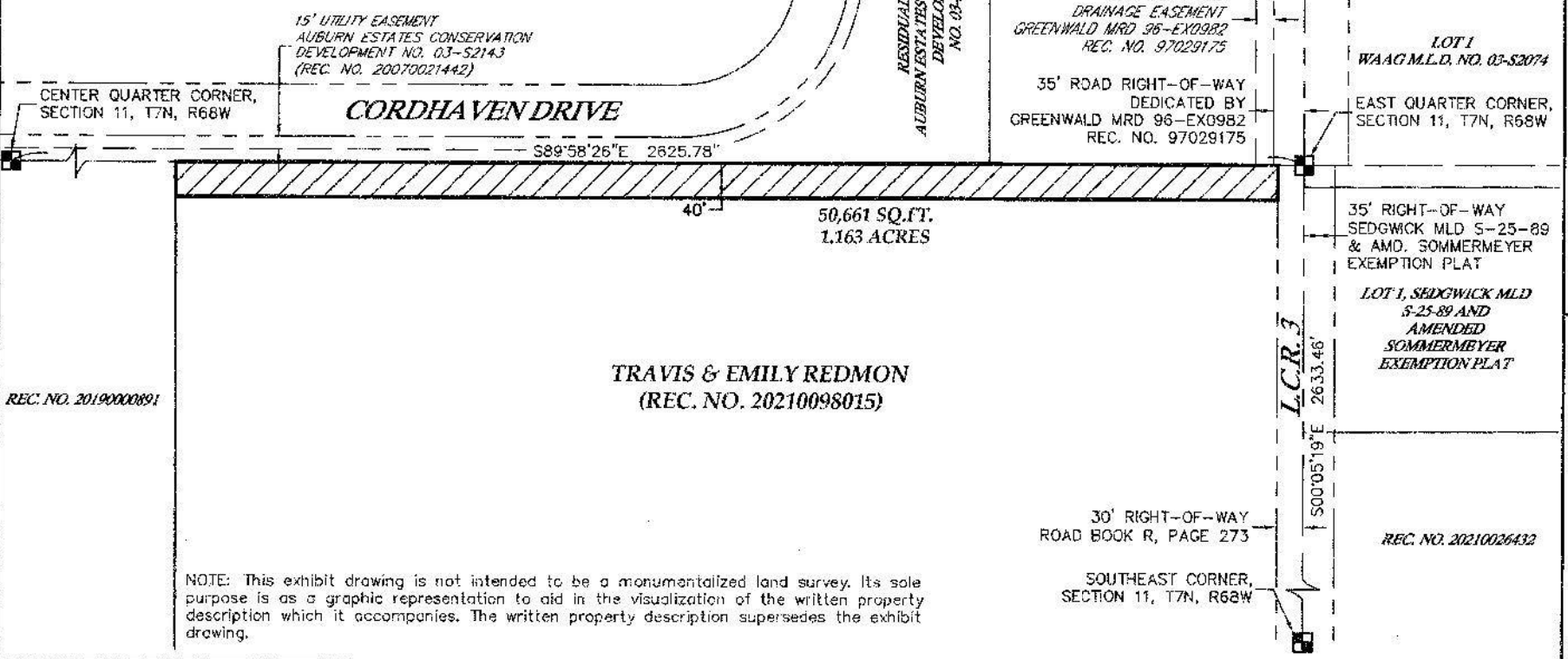


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 Phone: (970) 686-5011 | Fax: (970) 686-5821
 Email: contact@KingSurveyors.com

PROJECT NO: 202000030
 DATE: 3/28/2023
 CLIENT: NWCWD
 DWG: ESMT-REDMON-PE
 DRAWN: SMF CHECKED: MCD



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.

PROPERTY DEPICTION

(2 of 2)

N 1/2 SE 1/4 SEC. 11, T7N, R68W

EXHIBIT "C" ATTACHED TO AND INCORPORATED IN AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN TRAVIS REDMON AND EMILY REDMON (OWNERS) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (DISTRICTS)

(1 of 2)

PROPERTY DESCRIPTION

Two (2) parcels of land, being parts of that parcel of land described in that Quit Claim Deed recorded October 25, 2021 as Reception No. 20210098015 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:

West Parcel

The South Sixty (60) feet of the North One Hundred (100) feet of the West Seven Hundred Forty-four (744) feet of said parcel of land described in said Quit Claim Deed;

Together with:

The South Thirty (30) feet of the North One Hundred Thirty (130) feet of the East Five Hundred Two (502) feet of the West Seven Hundred Forty-four (744) feet of said parcel of land described in said Quit Claim Deed.

Said described parcel of land contains 59,700 sq. ft. or 1.371 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 parcel of land.

East Parcel

The South Thirty (30) feet of the North Seventy (70) feet of the West Three Hundred Forty-eight (348) feet of the East Three Hundred Seventy-eight (378) feet of said parcel of land described in said Quit Claim Deed.

Said described parcel of land contains 10,440 sq. ft. or 0.240 acre, 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 parcel 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

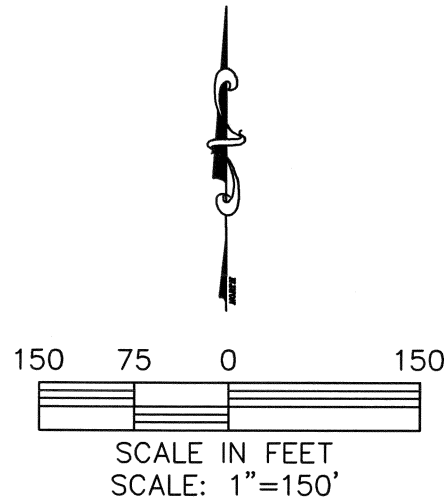
JN: 20200030



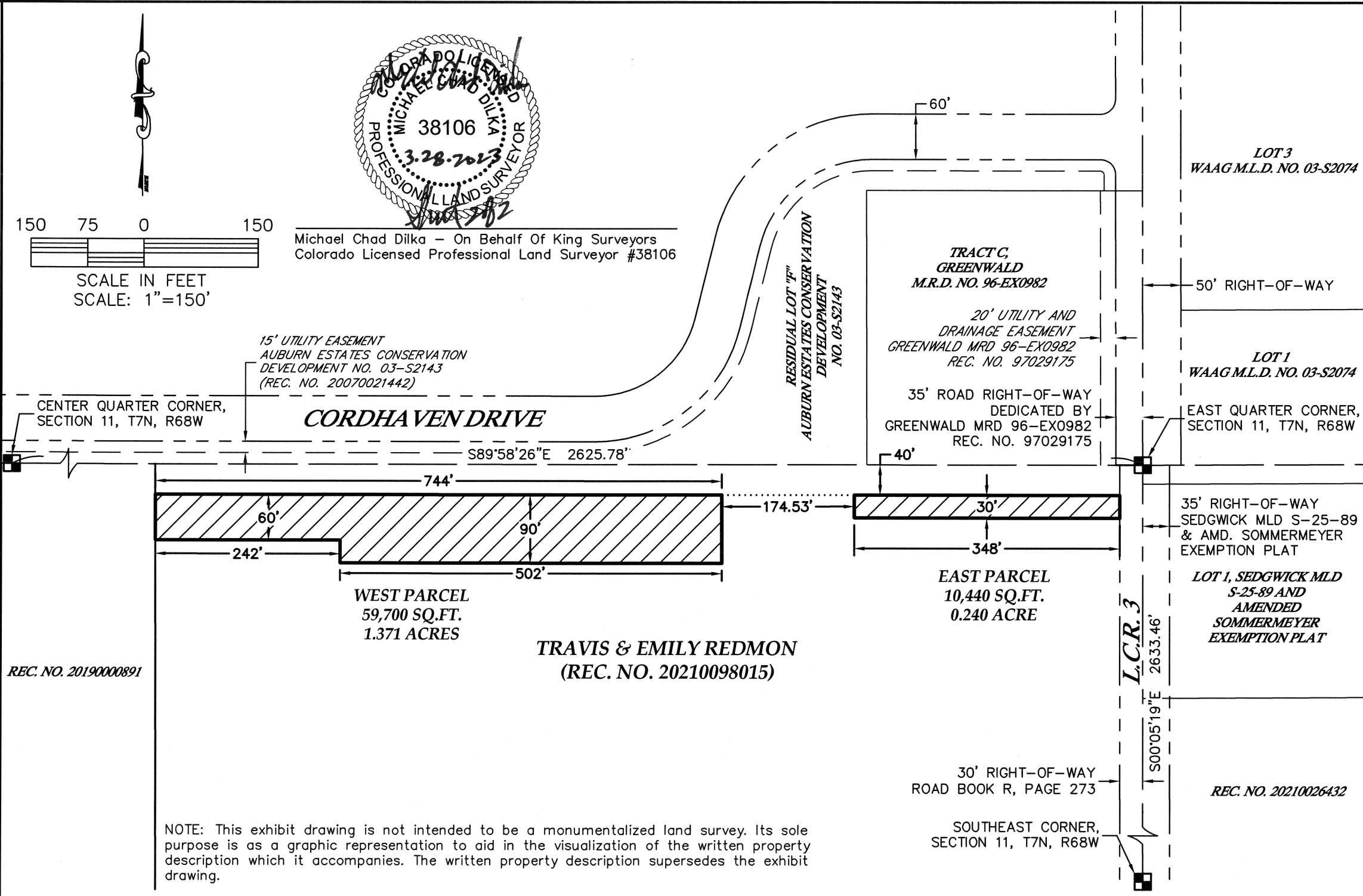
650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

KING SURVEYORS

PROJECT NO: 20200030
 DATE: 3/28/2023
 CLIENT: NWCWD
 DWG: ESMT-REDMON-TCE
 DRAWN: SMF CHECKED: MCD



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

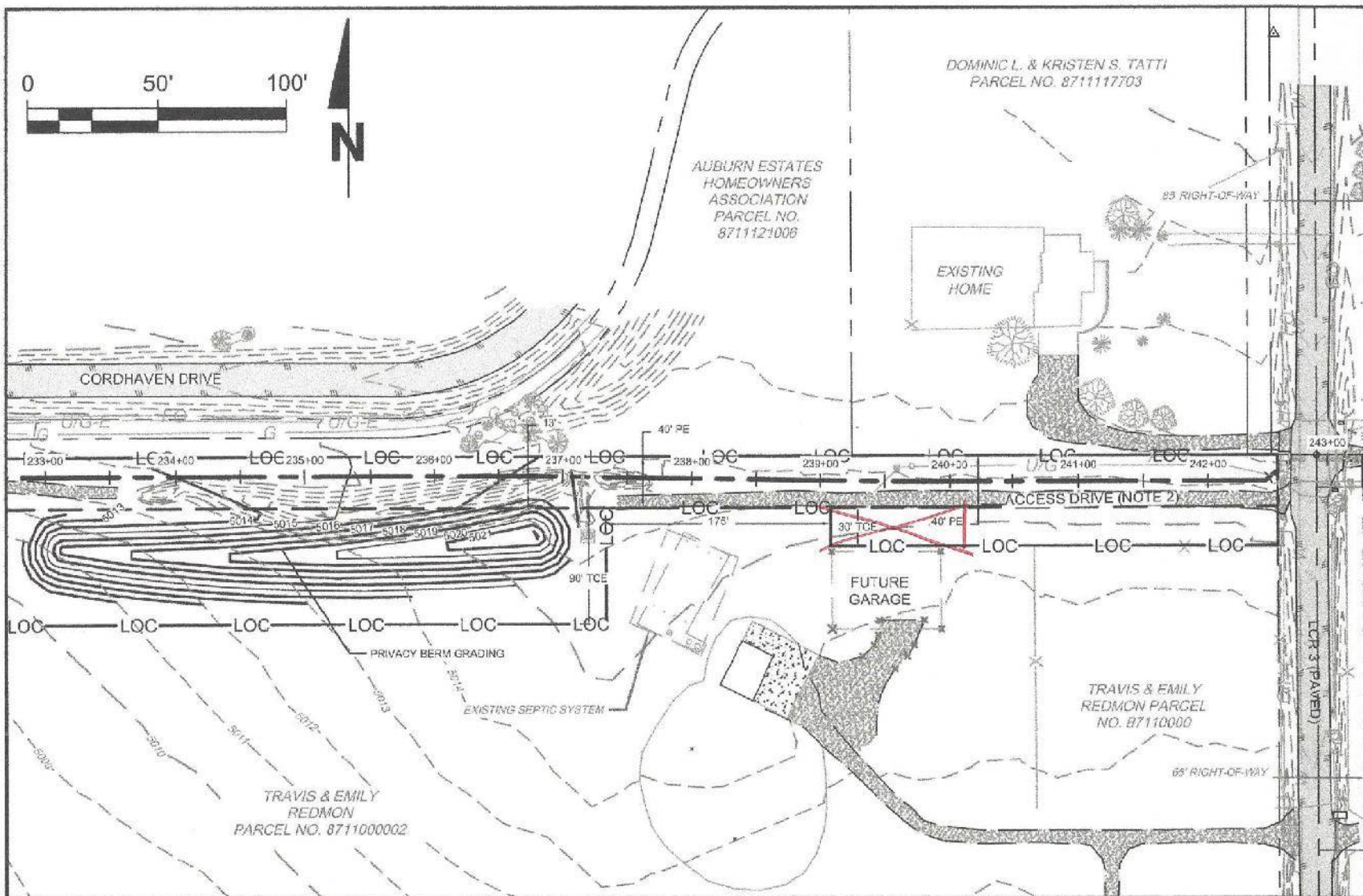


PROPERTY DEPICTION

(2 of 2)

N1/2 SE1/4 SEC. 11, T7N, R68W

EXHIBIT "D" ATTACHED TO AND INCORPORATED IN AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN TRAVIS REDMON AND EMILY REDMON (OWNERS) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (DISTRICTS)



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



REDMON PROPERTY EXHIBIT

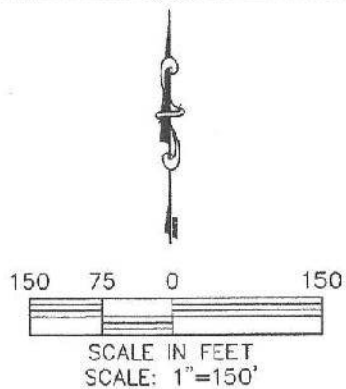
EXHIBIT NO:	EX-001
NWCWD APPD:	APD
ORIG DATE:	04/06/2023
REV DATE:	07/10/2023



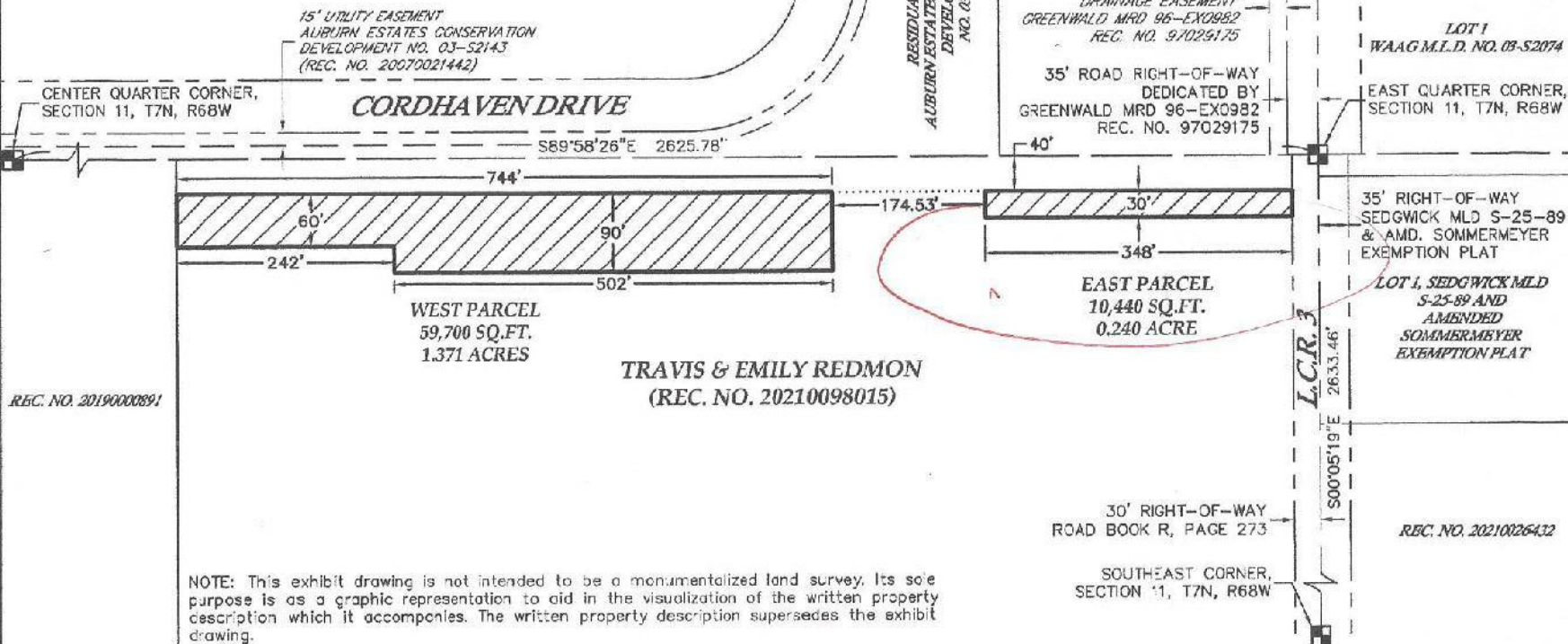
650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

KING SURVEYORS

PROJECT NO: 20200030
 DATE: 3/28/2023
 CLIENT: NMCWD
 DWG: FSMT-REDMON-TCE
 DRAWN: SMF CHECKED: MCD



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



REC. NO. 20190000891

PROPERTY DEPICTION

(2 of 2)

N1/2 SE1/4 SEC. 11, T7N, R68W

**LARIMER & WELD IRRIGATION COMPANY, EAST LARIMER COUNTY WATER
DISTRICT AND NORTH WELD COUNTY WATER DISTRICT
AGREEMENT FOR PIPELINE**

RECITALS

The parties to this Agreement are the Larimer & Weld Irrigation Company, a Colorado non-profit corporation (“**Ditch Company**”) which has an address of 106 Elm Avenue, Eaton, CO 80615, East Larimer County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, Colorado 80524, (“**ELCO**”) and North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 32825 County Road 39, Lucerne, Colorado (“**NWCWD**”). ELCO and NWCWD are jointly referred to as the “**Districts.**” The Ditch Company ELCO and NWCWD are collectively referred to as the **Parties**.

WHEREAS, the Ditch Company owns, operates and uses that certain irrigation and ditch system known as the Larimer and Weld Canal (“**Ditch**”) in Larimer and Weld Counties, Colorado, which has existed since the early 1860's, is predominantly unlined, and which delivers water year-round; and

WHEREAS, the Ditch traverses the properties described in Exhibits A-1 through A-17 located in Larimer County, Colorado (collectively the “**Property**”); and

WHEREAS, the Ditch Company has a valid and existing prescriptive and statutory easement for the Ditch (“**Ditch Easement**”), including areas adjacent to the Ditch, by virtue of historic use but does not have fee ownership of the underlying land (“**Ditch Easement Area**”); and

WHEREAS, the Districts have obtained, or will obtain by negotiation or through the exercise of its powers of eminent domain, an easement or possession of an easement, which will be non-exclusive to the Ditch Company (“**Districts-Landowner Easements**”) upon, over, across and under the areas described on **Exhibits A-1 through A-17** (“**Districts Easement Areas**”) from the owners of such land (which Districts-Landowner Easements are subject to the Ditch Easement) to construct, install, maintain, alter, repair, and operate a water pipeline up to forty-two (42”) inches in diameter, along with associated appurtenances, known as the NEWT 3 pipeline (“**Pipeline**”) within the Districts-Easement Areas (“**Project**”); and

WHEREAS, the Pipeline will be buried adjacent to and in certain areas may be within portions of the Ditch Easement Area as shown in the final construction plans marked **Exhibit B** (“**Plans**”) and **Exhibit C** (“**Access Road Bypass Detail**”), attached hereto, and made a part of hereof by this reference; and

WHEREAS, the Districts understand and assume the inherent risk of damage that may be caused to their Pipeline being placed in proximity to the Ditch or within the Ditch Easement Area due to seepage, soil conditions, settling, corrosion, and/or the Ditch Company’s operation, maintenance, repair, replacement, or improvement of the Ditch; and

WHEREAS, the Parties desire to enter into this Agreement whereby the Ditch Company and the Districts agree that the Districts use of the Districts Easement Areas pursuant to the terms herein will not unreasonably interfere with the Ditch Company’s use of the Ditch Easement, and for that purpose, the

Parties agree to the following terms and conditions. This Agreement does not address the terms and conditions relevant to the Crossings of the Ditch which may be required by the Project. The Crossings will be addressed in separate Agreements.

NOW THEREFORE, in consideration of the mutual promises hereinafter expressed, and for valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **DITCH COMPANY EASEMENT.** For purposes of this Agreement, the Districts agree that the Ditch Easement extends to the width of the Ditch, including banks, beds, and appurtenant structures, and sufficient lands on each side of the Ditch as are reasonably necessary under the circumstances for all reasonable and necessary purposes related to the Ditch, including the right to maintain, repair, operate, clean, replace and reasonably enjoy the use and purpose of the Ditch Easement, including the right to improve the efficiency of the Ditch, and the right to access the Ditch and its banks and enter onto the burdened property for all such purposes, and includes those rights set forth in C.R.S. §37-86-102 and C.R.S. §37-86-103.

2. **PROJECT IS SUBORDINATE TO DITCH COMPANY'S EASEMENT.** For each of the parcels of the Property, the Districts have entered into easements or other agreements with the fee owners by which such owners have granted the Districts the Districts-Landowner Easements or the use of the Districts-Landowner Easements or, the Districts have commenced or will commence eminent domain actions to obtain such easements, for the purposes as provided in such agreements or petitions in condemnation, including to, among other activities, enter thereupon for purposes of surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing the Pipeline. Each of the Districts-Landowner Easements will be subject to the Ditch Easement. It is the Parties' intent that the Districts be able to fully exercise their rights in and to the Districts-Landowner Easements, subject to the Parties' agreement that such use may not unreasonably interfere with the existing and prior rights of the Ditch Company in the Ditch Easements, including by restricting the flow or quality of water through its Ditch or laterals; or damaging the Ditch, embankments, fences, roads, or other property associated with the Ditch or the Ditch Easement. This Agreement in no way restricts the Ditch Company's right to the use of its prescriptive and/or statutory easement to construct, operate, improve, access, relocate, or maintain all structures and facilities of the Ditch, nor does this Agreement expand any rights of the Ditch Company in and to the Ditch Easement beyond such that may presently exist. This Agreement does not convey an interest in real property. The Parties have used best efforts to anticipate issues that may occur during any phase of this Agreement; if any unforeseen circumstances develop, all Parties agree to communicate in good faith to resolve any issues not addressed herein.

3. **PROJECT CONSTRUCTION.** The Ditch Company, subject to the terms of this Agreement, consents and authorizes the Districts and others deemed necessary by the Districts, to enter upon its Ditch Easement for reasonable and necessary purposes related to the design and construction of the Project as depicted on and at the specific locations and in the manner designated on the Plans and Access Road Bypass Detail. The Ditch Company agrees that such entry and use will not unreasonably interfere with the Ditch Company's use of the Ditch Easement provided that such entry and use are subject to the following terms.

- A. The Districts agree to pay all costs and expenses relating to the design and construction of the structures depicted in the Plans and agree to design and construct the Project in substantial conformance with the Plans. If material changes to the Plans are required that will impact the Ditch

or Ditch Easement, including any movement of the Pipeline or its associated appurtenances closer to the Ditch, the Ditch Company will be notified and the Parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Company, which measures are intended to mitigate risks to the Ditch by virtue of the Project. The Districts shall provide the Ditch Company with a general schedule of anticipated construction activities two (2) weeks prior to commencement of construction.

- B. While the Ditch Company shall be entitled to review the Plans, the Ditch Company's review is solely for its own benefit and creates no obligation to the Districts. The Ditch Company shall be entitled to inspect the Project during and following construction for purposes related to carriage of water in the Ditch and use of the Ditch access road.
- C. The Ditch Company requires, and the Districts agree, that the following conditions shall be satisfied:
 - i) No blow-offs or valves shall be located within 5 feet of the northern edge of the access road.
 - ii) The Pipeline location shall be marked using non-flammable materials which will not impede the Ditch Company's use of the Ditch Easement. Ditch Company shall rely on those markers only to identify the general location of the Pipeline and not for purposes of excavation. The Ditch Company shall follow Colorado 811 rules and regulations governing excavating where the Project is located should such future excavations within the Ditch Easement Area be necessary.
 - iii) During construction, the Districts shall install and maintain an erosion control fence located on the limits of construction shown on the Plans. If at any time the Districts must block road access to complete the Project then for purposes of this Agreement only, they agree to establish an Access Road Bypass to provide the Ditch Company access to the Ditch as shown in the Access Road Bypass Detail, and, if access is needed across any open trench, the Districts will cause the trench to be filled as needed to provide access across the open trench area for the period such access is needed. This temporary access shall be of sufficient quality to allow for use by Ditch Company trucks and other heavy equipment. This term shall in no circumstance be interpreted as a restriction on the Ditch Easement.
 - iv) The Districts or their contractor will not impede the Ditch Company's use of the access road to inspect, maintain, and repair the Ditch and deliver water, except as stated above. The Districts may not stage any construction-related materials in any location or in any manner which would impede the Ditch Company's ability to inspect, maintain, and repair the Ditch unless the Districts provide alternative access as depicted on the Access Road Bypass Detail, and in accordance with 3.C.iii. Any damage caused by the Project to each 400-foot segment of the access road from which construction has progressed, as shown in the Access Road Bypass Detail, will immediately be repaired to a sufficient condition to allow access, as defined in Paragraph 3.C. iii. above, by the Ditch Company. Final and complete restoration of any damage to the access road caused by the Project will be repaired by the Districts to a condition equal or better than existed prior to the construction of the Project as expeditiously as possible at the Districts' cost within approximately 2 months from completion of all construction adjacent to the Ditch generally described as (i) 200 feet east of Timberline Road and 200 feet west of Timberline Road and (ii) starting at the western boundary of the Anheuser-Bush property, parcel 8704000001 per the Larimer

County parcel numbering, extending eastward across I-25 and to a point approximately 3000 feet south of where the Pipeline crosses Vine Drive.

- v) No trees, landscaping, or obstructions shall be placed within the Ditch Easement including the access road.
- D. The Districts shall notify the Ditch Company a minimum of two (2) weeks preceding the date of commencing work on the Project by contacting the Ditch Company representative whose contact information is provided below. Surface grading and non-excavating preparation or cleanup, to include clearing, grubbing and staking, that does not impact Ditch Company's access to or use of the Ditch or the access road may begin no earlier than October 15, 2023. Project construction may begin on or after November 1, 2023 and must be completed by April 1, 2024. If construction cannot be completed by that date, the Districts shall provide notice and coordinate with the Ditch Company, and all Parties shall use best efforts to agree on a time schedule for the Districts to complete the Project as expeditiously as possible and in a manner that does not impact the Ditch Company's access to or use of the Ditch or the access road. All construction activities by the Districts remain subject to the terms of this Agreement, including the provisions of Sections 7 and 8 below.
- E. The Districts shall expeditiously, at their expense, repair and restore the Ditch including bed, sides, banks, and all affected portions of the Ditch Easement, including the Ditch access road and any existing fences or drain tile, which are disturbed by the Project construction to a condition at least equal to the condition of the disturbed Ditch or Ditch Easement prior to construction. Any and all facilities appurtenant to the Ditch Easement that are impacted by the Project shall be repaired, restored and replaced in a condition at least equal to the condition of such facilities and appurtenances prior to construction. All repairs, restoration and/or replacement shall be completed to the reasonable satisfaction of the Ditch Company. If the Ditch Company is not satisfied with the repair, it may have the repairs done and invoice the Districts for the reasonable cost thereof, which the Districts shall pay within thirty (30) days of receipt, provided that prior to any repairs the Ditch Company shall first provide written notice to the Districts of the reason(s) the repairs are not satisfactory to Ditch Company and, except in the case of an emergency, provide the Districts a reasonable opportunity to correct the repairs.
- F. The Districts shall not spill or place any dirt, debris, or other foreign, toxic, or hazardous materials into the Ditch or any toxic or hazardous materials in or on the Ditch Easement. In the event that any such materials are spilled or placed into the Ditch or the Ditch Easement, the Districts agree to expeditiously completely clean the affected portion thereof to a condition equal to or better than existed prior to the Districts' construction and remedy any damage to Ditch Company, its shareholders, or its users including compensation for any diminution in value due to contamination from the materials.
- G. The Ditch Company must be able to fulfill its obligations to access and maintain its Ditch. The Districts shall be responsible for maintaining the Project in a manner that provides the Ditch Company reasonable access to the Ditch for operation and maintenance of the Ditch Company's facilities. The Districts shall provide notification to the Ditch Company of any damage or interference with the Ditch or easement within 24 hours.
- H. The Districts agree to install the Pipeline such that the top of the Pipeline is at least four and one-half (4-1/2) feet below the ground so as not to interfere with the Ditch Company's use of the Ditch

Easement. The Ditch Company may drive over the location of the Pipeline with heavy equipment to access the Ditch Easement and may temporarily stage materials and equipment thereon, including the Restored Access Road and the Undisturbed Access Road shown on Exhibit C as reasonably necessary to exercise its easement rights and responsibilities. The Ditch Company agrees to coordinate with the Districts on any use of the Ditch Easement and Ditch Easement Area that may require staging of materials or equipment so as to ensure the Ditch Company's use will not impede the Districts' excavation activities in or access to the Districts Easement Areas or any blowoffs, valves or other appurtenances as may be necessary for the Districts' construction, operation, maintenance, repair, replacement or other use of the Pipeline.

- I. If the Project requires any construction that will interrupt or diminish the water flow in the Ditch, the Districts shall provide for temporary diversion or bypass of water. No interruption or diminution of water flows in amount, quality, or velocity shall be allowed, unless otherwise approved in writing by the Ditch Company.
- J. If during construction of the Project the Ditch Company is unable to timely deliver water for the benefit of its shareholders or other parties who have a right to the delivery of water, have a need for water, and/or have requested the delivery of water in accordance with the shareholders' rights and the Ditch Company cannot deliver water to that shareholder or party as a result of the Districts' construction activities, the Districts shall pay for any actual damages incurred by the Ditch Company.
- K. Provided the Districts' use of all Districts-Landowner Easements is in accordance with the above requirements, the Ditch Company will not unreasonably interfere with or seek to cease, stop or delay the construction of the Project or the Districts' use of any Districts-Landowner Easements.

4. **PROJECT MAINTENANCE.** The Ditch Company, subject to the terms of this Agreement, consents and authorizes the Districts and others deemed necessary by the Districts and their agents to enter upon the Ditch Easement Area for reasonable and necessary purposes related to the maintenance of the Project and to operate, repair, and maintain the Pipeline and related facilities. The Districts agree that they will not prevent, impede or restrict the Ditch Company's vehicular access to the Ditch, except as provided in this Agreement. The Districts shall be responsible, at their sole cost, for all upkeep and maintenance of the Project and related facilities located within the Ditch Easement Area after construction is complete.

- A. The provisions set forth in Paragraphs 3. C, E, F, G, H, and I above are incorporated into this Paragraph 4 and applicable throughout the maintenance period.
- B. If at any time following construction of the Project, the Ditch Company must block road access in order to carry out its statutory obligations pursuant to paragraph 1 herein, then for purposes of this Agreement only, it agrees to do so in a manner that maintains reasonable access for the Districts to maintain their Project during the same time period. This term shall in no circumstance be interpreted as a restriction on the Ditch Easement.
- C. The Districts agree not to commence any work related to extraordinary maintenance, repair, replacement, inspection, and/or removal of the Project (except for emergencies) without first having given the Ditch Company at least ten (10) days' notice prior to the commencement of such work and coordinating the scheduling thereof with the Ditch Company. "Extraordinary

maintenance” as that term is used herein shall be any scheduled maintenance on the Pipeline which would require the use of mechanized equipment used for excavation or disturbance of the surface on the Ditch Easement Area that would by Colorado law require utility locates to be called for (Colorado 811 notification).

D. If seepage occurs or the flow or quality of water in the Ditch is impaired due to the Districts activities hereunder, including but not limited to any break or leak in the Pipeline, the Districts shall promptly make such repairs at their cost as are necessary to remedy this situation, and restore any impacted area of the Ditch and/or the Ditch Easement to a condition as good or better than existed prior to such activities. If the installation, maintenance, repair or operation of the Project interrupts the Ditch Company’s ability to deliver water, the Districts shall, at the Districts’ sole expense and in coordination with the Ditch Company, take commercially reasonable actions to resume flow of water in the Ditch as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water and obtaining replacement water. To the extent the Districts fail to take such remedial actions and steps to repair the Ditch in a prompt manner, the Ditch Company may take such actions as necessary to complete the same and invoice the Districts for the reasonable costs associated with doing so. Should this occur, the Districts shall promptly pay such invoice within thirty (30) days. Further, the Districts acknowledge and agree that by taking remedial action and repairing the Ditch or reimbursing the Ditch Company if the Districts should fail to do so, the Ditch Company may incur additional damages because of its inability to deliver water, and the Districts shall be responsible for all such additional damages.

5. **REIMBURSABLE EXPENSES.** The Districts agree to reimburse the Ditch Company for all reasonable engineering, administrative, and legal costs incurred by the Ditch Company in preparing and approving this Agreement, the costs of inspection, and subsequent reviews for approval of work related to the maintenance or repair of the Project segments depicted on Exhibit B hereto to be installed within the Districts Easement Areas described on Exhibits A-1 through A-17 hereto. The Ditch Company shall send the Districts their invoices for the above-described costs which have at that point been incurred within 60 days of execution of this Agreement. The Districts shall promptly pay such invoices within 30 days of receipt. Subsequent Ditch Company invoices shall be sent to the Districts within 60 days of project completion and any inspection thereof. The Districts shall promptly pay such invoices within 30 days of receipt. Any subsequent work related to review of maintenance or repair of the Project shall be submitted by the Ditch Company within 60 days of the work performed. The Districts shall promptly pay such invoices within 30 days of receipt.

6. **INSPECTIONS.** The Ditch Company shall be permitted to inspect the Project construction as it deems necessary to protect its interests. Upon completion of the Project, the Districts shall inform the Ditch Company of its completion, and the Districts shall cooperate with the Ditch Company should it request a facility inspection. The Ditch Company’s right to inspect the Project shall in no way relieve the Districts of their liability for negligent construction.

7. **LIABILITY.** By virtue of entering into this Agreement, the Ditch Company assumes no liability for the use, operation or existence of the Project and assumes no additional responsibilities or obligations related to the Project as depicted in Exhibit B. The Districts shall bear the costs and risks from any and all third-party claims and damages that it’s construction, installation, maintenance, repair, replacement, operation, inspection, survey and/or restoration may directly or indirectly cause.

8. **HOLD HARMLESS AND RELEASE.** To the extent permitted by law, and without any waiver of their respective immunities and defenses under the Colorado Constitution and/or the Colorado Governmental Immunity Act, the Districts agree to indemnify the Ditch Company, its stockholders, directors, officers, agents and employees, and hold it harmless from any and all third party claims and damages caused by said Project and their construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal, directly or indirectly, including damages sustained to water users with a right to receive water from the Ditch Company. The Districts, and each of them, hereby release the Ditch Company, its successors, assigns, officers, directors, employees, agents and stockholders (collectively, "Released Parties") from any and all claims and damages of whatsoever character to the Project or other property of the Districts located in, along, across, or under the easement arising out of either seepage, soil conditions, settling, corrosion, and/or the Ditch Company's operation, repair, replacement, rehabilitation and maintenance of the Ditch and its appurtenant structures, or resulting from any other act either on the part of the Ditch Company or on the part of any other Released Parties, excluding claims or damages caused by the intentional wrongdoing or negligence of the Ditch Company or other Released Parties.

9. **INSURANCE.** The Districts shall cause the Ditch Company to be named as an additional insured on each of their respective liability policies. The Districts shall also require their contractors to carry insurance in amounts customarily carried by prudent contractors, and to carry workers' compensation insurance for its employees in statutory limits. All such insurance policies shall be endorsed to show that the insurers waive subrogation against the Ditch Company, its directors, officers, employees and shareholders. Except for workers' compensation, automobile and professional liability insurance policies, the insurance policies of the Districts' contractor shall identify the Ditch Company as an additional insured.

10. **RECORDATION.** This Agreement shall be recorded at the Districts cost and shall be binding on any successors and assigns of the Parties. The obligations and benefits of this Agreement shall specifically run with the land described in **EXHIBITS A-1 through A-17**. The failure to record all or portions of **EXHIBITS A-1 through A-17** because of the size of the documents shall not affect this Agreement.

11. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by email with a delivery receipt requested or certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when the email is sent or been deposited in the U.S. mail.

DITCH COMPANY:

Larimer and Weld Irrigation Company
Attn: General Manager
106 Elm Ave
Eaton, CO 80615
970-454-3377
info@eatonditch.com

ELCO:

East Larimer County Water District
Attn: General Manager
P.O. Box 2044
Fort Collins, Colorado 80522
(970) 493-2044
elco@elcower.org

NWCWD

North Weld County Water District
Attn : General Manager
P.O. Box 56
Lucerne, Colorado 80646
water@nwcwd.org

12. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
13. The Districts and Ditch Company shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.
14. Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.
15. **COMPLIANCE WITH LAW.** The signatories to this Agreement aver that to their knowledge, no employee of ELCO or NWCWD has any personal or beneficial interest whatsoever in the Project which is the subject matter of this Agreement. Ditch Company has no known interest and shall not acquire any interest, direct or indirect, which would interfere in any manner or degree with the performance of Ditch Company's services and Ditch Company shall not employ any person having such known interests.
16. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It

is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

17. **Attorney's Fees/Legal Costs:** In the event of a dispute or a breach arising under this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs, in addition to any damages and/or equitable relief granted.

18. It is mutually understood and agreed that this Agreement and all the terms and conditions contained herein shall extend to and be binding upon the Parties hereto, their successors and assigns, and shall be recorded in the office of the Larimer County Clerk and Recorder. The rights and obligations of the Districts as provided in this Agreement shall be joint and several, and the acts of either or both ELCO and NWCWD in performance of the obligations of the Districts provided in this Agreement shall be sufficient to satisfy the obligations of both Districts.

19. This Agreement may not be assigned by either party without the prior written consent of the other party. The rights and duties of the parties under this Agreement shall inure to the benefit and burden of the successors and assigns of the parties.

20. Venue for any litigation arising under this Agreement shall be exclusively proper in Larimer County, Colorado. This Agreement shall be construed and enforced pursuant to the provisions of the laws of the State of Colorado.

21. This Agreement may be executed separately in two (2) original counterparts, each of which shall be deemed an original of this instrument, and when taken together shall be deemed to be a full and complete contract between the parties.

22. To extent this Agreement constitutes a multiple fiscal year debt or financial obligation, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. ELCO nor NWCWD shall have any obligation to continue this Agreement in any fiscal year in which no such appropriation is made and a termination in such a fiscal year shall not be considered default.

[SIGNATURES ON FOLLOWING PAGE]

Remainder of Page Intentionally Left Blank

Dated: _____

**LARIMER & WELD IRRIGATION
COMPANY,**
a Colorado mutual ditch company

By: _____
Daniel Haythorn, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Daniel Haythorn, President of Larimer & Weld Irrigation Company.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

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

By: _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Loren Maxey, President of the East Larimer County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

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

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tad Stout, 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-1

K & M PERMANENT EASEMENT

EXHIBIT A-2

K & M TEMPORARY EASEMENT

EXHIBIT A-3

ANHEUSER-BUSCH PERMANENT EASEMENT

EXHIBIT A-4

ANHEUSER-BUSCH TEMPORARY EASEMENT

EXHIBIT A-5

FREEDOM STORAGE PERMANENT EASEMENT

EXHIBIT A-6

FREEDOM STORAGE TEMPORARY EASEMENT

EXHIBIT A-7

FAUX CO PERMANENT EASEMENT

EXHIBIT A-8

HOUSTON TRANSPORT PERMANENT EASEMENT

A-9

WESTERN HERITAGE PERMANENT EASEMENT

A-10

CITY OF THORNTON PERMANENT EASEMENT

A-11

CITY OF THORNTON TEMPORARY EASEMENT

A-12

CLARK PERMANENT EASEMENT

A-13

CLARK TEMPORARY EASEMENT

A-14

SCHNEIDER PERMANENT EASEMENT

A-15

SCHNEIDER TEMPORARY EASEMENT

A-16

CITIZEN PRINTING PERMANENT EASEMENT

A-17

CITIZEN PRINTING TEMPORARY EASEMENT

EXHIBIT B

FINAL P.E. STAMPED CONSTRUCTION PLANS

EXHIBIT C

ACCESS ROADWAY BYPASS DETAIL

EXHIBIT A-1
(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 A-1
(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 (±), 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

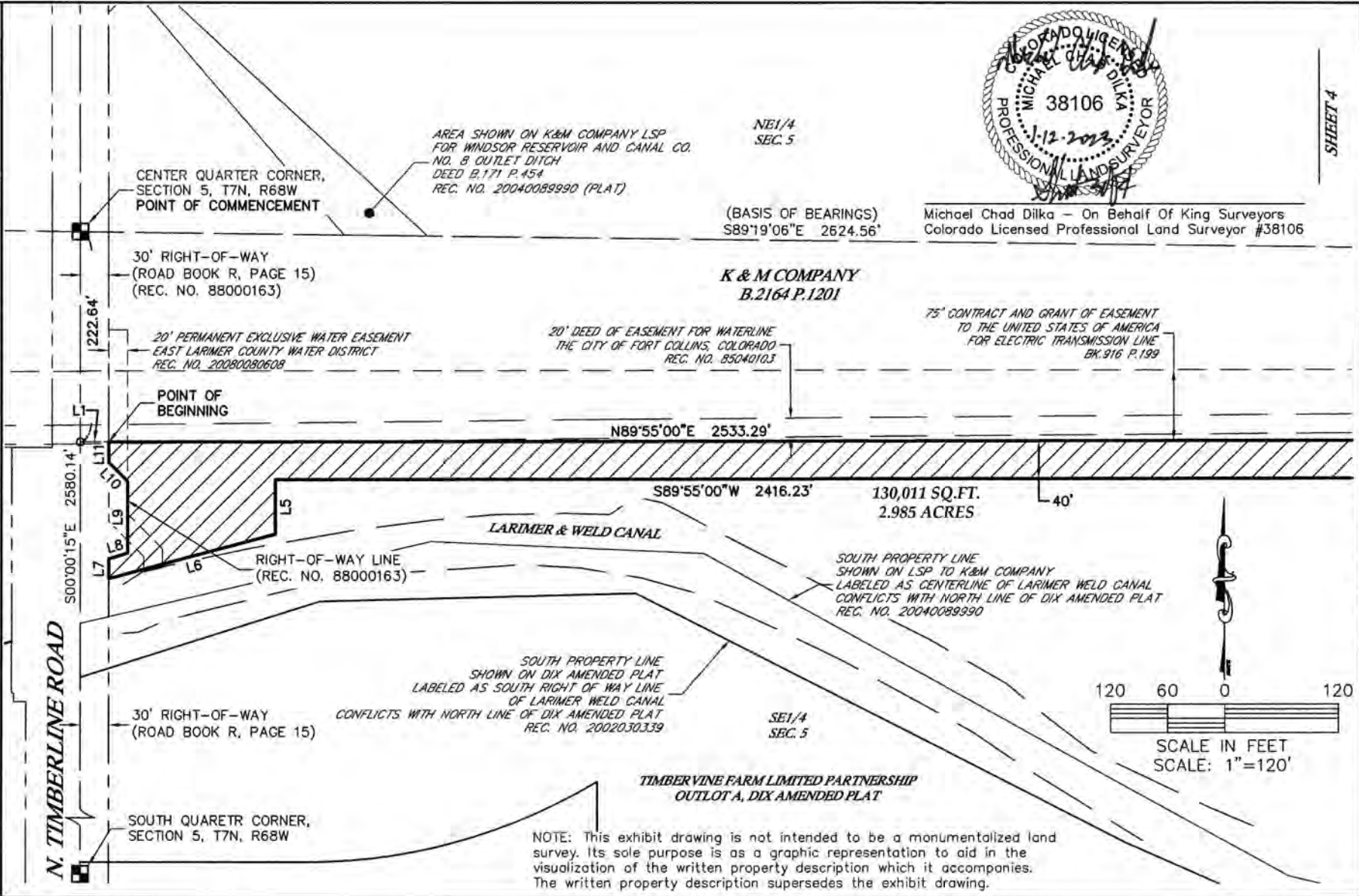
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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



PROPERTY DEPICTION

EXHIBIT A-1

(3 of 4)

E1/2 SEC. 5, T7N, R68W

SHEET 4



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

SHEET 3



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.

NE1/4
 SEC. 5

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

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. 199

N89°55'00"E 2533.29'

S89°55'00"W 2416.23'

130,011 SQ. FT.
 2.985 ACRES

K & M COMPANY
 B.2164 P.1201

SE1/4
 SEC. 5

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'

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
L9	N00°00'15"W	76.00'
L10	N45°00'15"W	28.28'
L11	N00°00'15"W	21.58'

NORTHEAST CORNER,
 SECTION 5, T7N, R68W

EAST QUARTER CORNER,
 SECTION 5, T7N, R68W

ANSELISER-BUSCH
 FOUNDATION

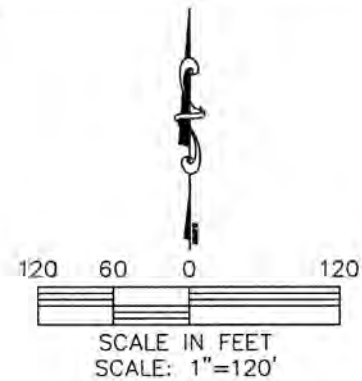
CITY OF FORT COLLINS

PROPERTY DEPICTION

EXHIBIT A-1

(4 OF 4)

E1/2 SEC. 5, T7N, R68W



SOUTHEAST CORNER,
 SECTION 5, T7N, R68W

EXHIBIT A-2
(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 A-2
(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 (±), 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



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

SHEET 4

PROPERTY DEPICTION
 EXHIBIT A-2
 (3 of 4)
 E1/2 SEC. 5, T7N, R68W



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

NB1/4
 SEC. 5
 (BASIS OF BEARINGS)
 S89°19'06"E 2624.56'

K & M COMPANY
 B.2164 P.1201

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

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

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)

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

20' PERMANENT EXCLUSIVE WATER EASEMENT
 EAST LARIMER COUNTY WATER DISTRICT
 REC. NO. 20080080608

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

222.64'

S00°00'15"E 2580.14'

206.78'
 POINT OF
 BEGINNING
 SOUTH
 PARCEL

S00°05'00"E
 40.00'

N89°55'00"E 2503.29'

N89°55'00"E 2416.23'

40'

S89°55'00"W 1897.54'

SOUTH PARCEL
 131,129 SQ.FT.
 3.010 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

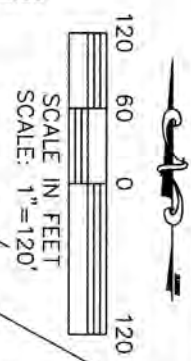
30' RIGHT-OF-WAY
 (ROAD BOOK R, PAGE 15)

SE1/4
 SEC. 5

SOUTH QUARETR CORNER,
 SECTION 5, T7N, R68W

TIMBER VINE FARM LIMITED PARTNERSHIP
 OUTLOT A, DIX AMENDED PLAT

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.



N. TIMBERLINE ROAD



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

SHEET 3



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.

NE1/4
 SEC. 5

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

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.199

N89°55'00"E 2503.29'

N89°55'00"E 2416.23'

S89°55'00"W 1897.54'

K & M COMPANY
 B.2164 P.1201

SE1/4
 SEC. 5

SOUTH PARCEL
 131,129 SQ.FT.
 3.010 ACRES

NORTH PARCEL
 20,936 SQ.FT.
 0.481 ACRE

NORTHEAST CORNER,
 SECTION 5, T7N, R68W

PROPERTY DEPICTION
 ANHEUSER-BUSCH
 FOUNDATION

EXHIBIT A-2
 SECTION 5, T7N, R68W

(4 OF 4)

E1/2 SEC. 5, T7N, R68W

POINT OF BEGINNING
 NORTH PARCEL

SOUTHWEST CORNER OF ALTA
 2586.56' W, 92.61,000'

SOUTHEAST CORNER,
 SECTION 5, T7N, R68W

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'

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
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
L13	S00°19'26"W	188.41'
L14	S89°55'00"W	60.00'

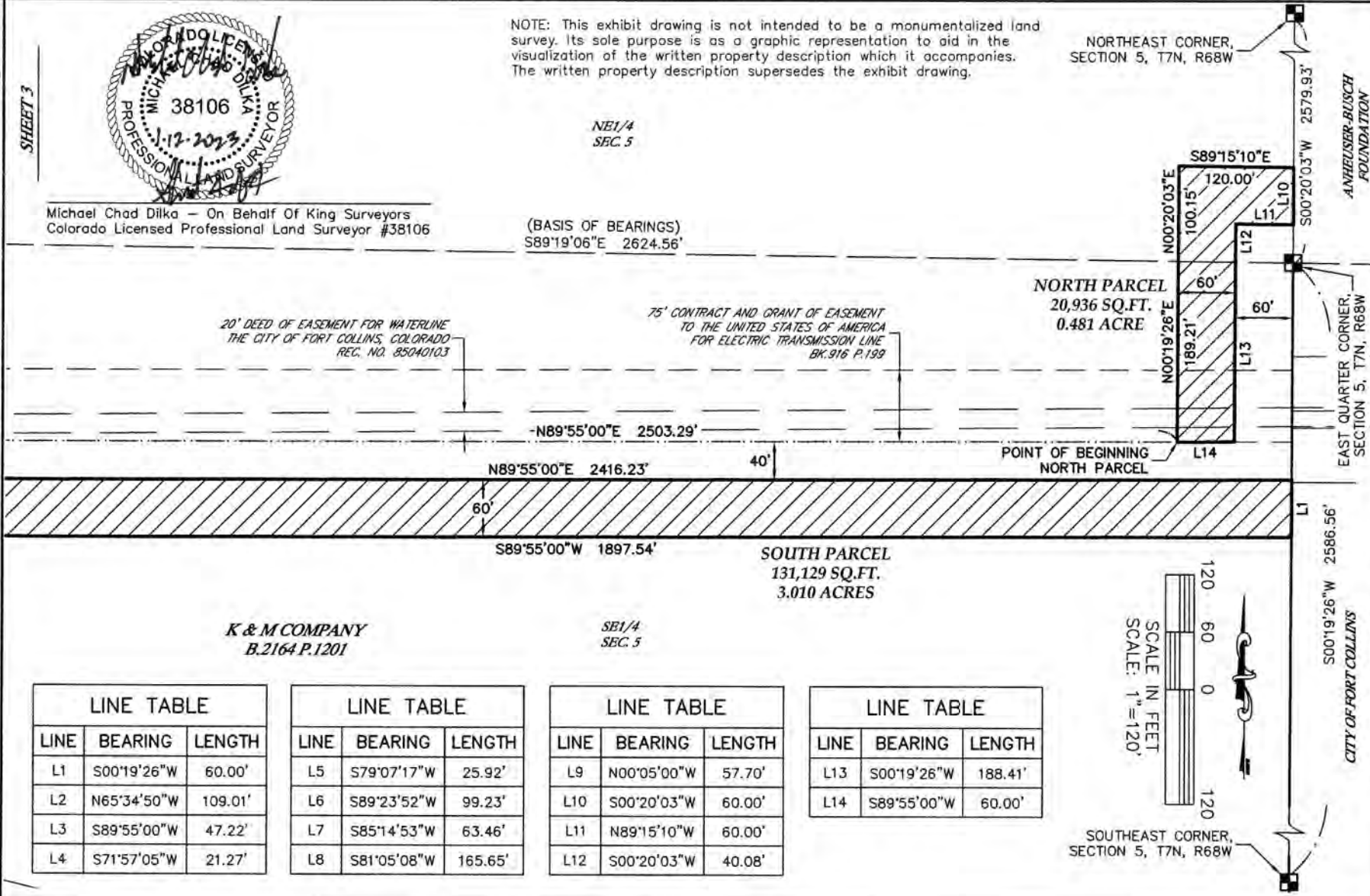
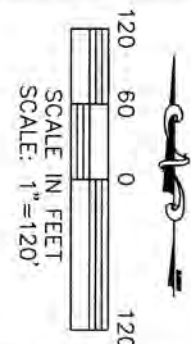


EXHIBIT A-3
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, being part of the North Half (N1/2) of Section Four (4), 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, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 4 and assuming the South line of the Northwest Quarter (NW1/4) of said Section 4, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 31938, 1997" at the West end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS17502, 1997" at the East end, as bearing South 89°15'10" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2627.99 feet, with all other bearings contained herein relative thereto;

THENCE North 00°20'03" East along the West line of the Northwest Quarter (NW1/4) of said Section 4 a distance of 20.00 feet to a point being Twenty (20) feet, as measured at a right angle, North of the South line of the Northwest Quarter (NW1/4) of said Section 4, said point being the **POINT OF BEGINNING** of said centerline;

Said strip of land is Forty (40) feet in width starting at this point;

THENCE South 89°15'10" East along a line being Twenty (20) feet, as measured at a right angle, North of and parallel with the South line of the Northwest Quarter (NW1/4) of said Section 4 a distance of 2377.15 feet to a point being Twenty (20) feet, as measured at a right angle, Westerly of a Westerly line of that 50' wide electric easement recorded October 10, 1985 as Reception No. 85052101 of the records of the Larimer County Clerk and Recorder and that 50' wide utility easement recorded October 22, 1985 as Reception No. 85054098 of the records of the Larimer County Clerk and Recorder;

THENCE North 12°15'57" East along a line being Twenty (20) feet, as measured at a right angle, Westerly of and parallel with said Westerly line of said easements a distance of 355.17 feet;

THENCE South 89°59'45" East a distance of 263.74 feet;

THENCE North 60°16'28" East a distance of 339.70 feet;

THENCE North 87°49'25" East a distance of 603.56 feet;

THENCE South 44°11'57" East a distance of 75.37 feet to a point being Twenty (20) feet, as measured at a right angle, North of a North line of Waterglen P.U.D., recorded December 15, 1998 as Reception No. 98109875 of the records of the Larimer County Clerk and Recorder;

The following Two (2) courses and distances are along lines being Twenty (20) feet, as measured at a right angle, North of and parallel with North lines of said Waterglen P.U.D.:

THENCE North 86°33'26" East a distance of 1253.18 feet;

THENCE South 88°26'34" East a distance of 50.95 feet to a point being Forty-two (42) feet, as measured at a right angle, West of the West Right-of-way line of Interstate 25 (I-25), established by that Special Warranty Deed recorded January 7, 1965 in Book 1276 at Page 251 of the records of the Larimer County Clerk and Recorder;

Said strip of land is Eighty-four (84) feet in width starting at this point;

THENCE North 00°25'59" East along a line being Forty-two (42) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 80.02 feet to the to the **POINT OF TERMINATION** of said centerline, said point bears North 22°23'39" West a distance of 752.30 feet from the East Quarter (E1/4) corner of said Section 4;



EXHIBIT A-3

(2 of 4)

PROPERTY DESCRIPTION

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and so as to terminate on the West line of the Northwest Quarter (NW1/4) of said Section 4 near the point of beginning and on a line with a bearing of South 88°26'34" East near the point of termination, said line being One Hundred (100) feet North of and parallel with a portion of the North line of said Watrglen, P.U.D.;

EXCEPTING THEREFROM:

Any portion of said described strip of land lying within that parcel of land described in that Quit Claim Deed recorded May 7, 1904 in Book 171 at Page 301 of the records of the Larimer County Clerk and Recorder.

Said resultant strip of land contains 216,129 sq. ft. or 4.962 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said resultant 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

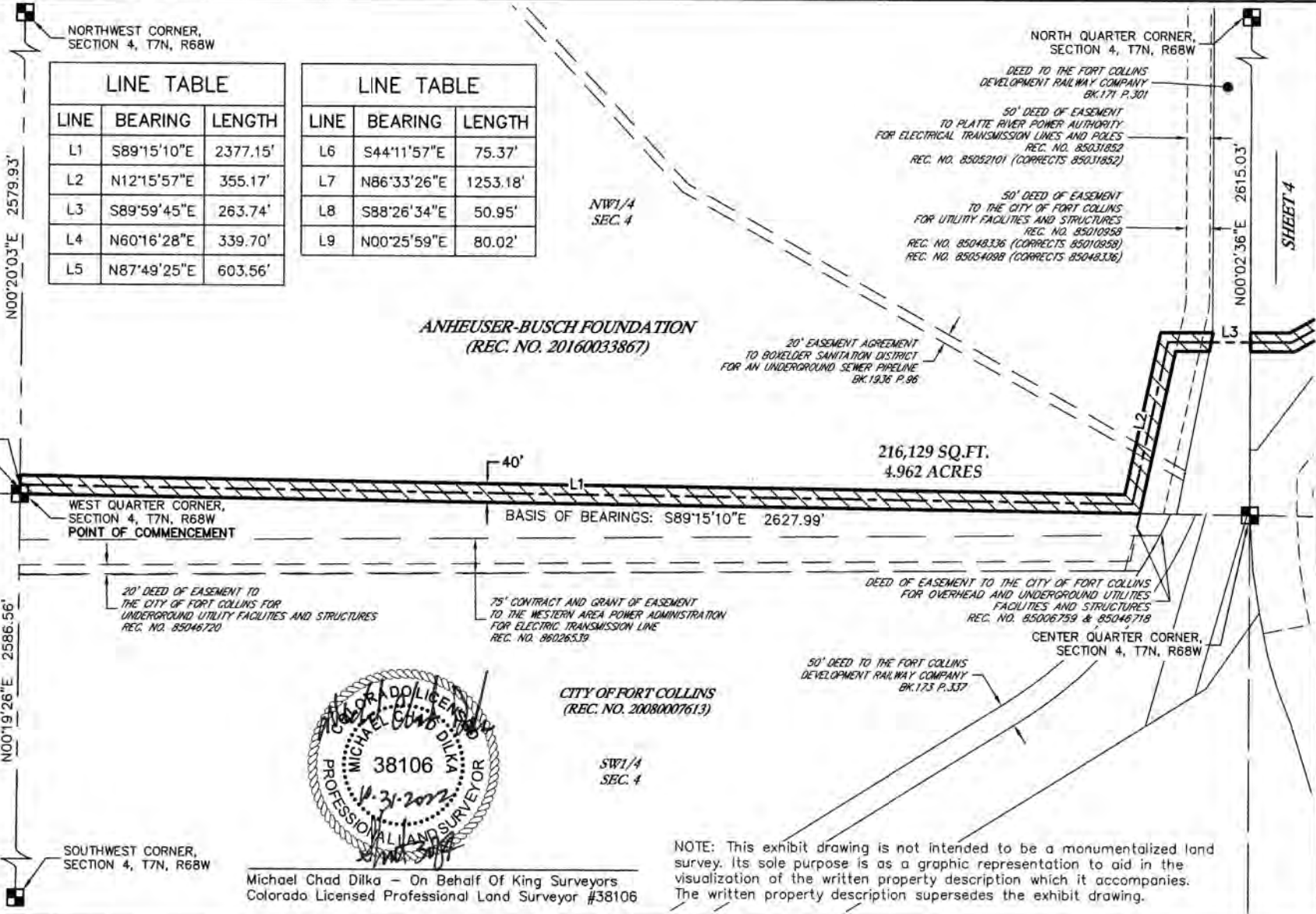
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO: 202000030
 DATE: 10/31/2022
 CLIENT: NWCWD
 DWG: ESMT-AB-PE
 DRAWN: SMF CHECKED: MCD



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°15'10"E	2377.15'
L2	N12°15'57"E	355.17'
L3	S89°59'45"E	263.74'
L4	N60°16'28"E	339.70'
L5	N87°49'25"E	603.56'

LINE TABLE		
LINE	BEARING	LENGTH
L6	S44°11'57"E	75.37'
L7	N86°33'26"E	1253.18'
L8	S88°26'34"E	50.95'
L9	N00°25'59"E	80.02'

ANHEUSER-BUSCH FOUNDATION
 (REC. NO. 20160033867)

NORTH QUARTER CORNER,
 SECTION 4, T7N, R68W
 DEED TO THE FORT COLLINS
 DEVELOPMENT RAILWAY COMPANY
 BK.171 P.301
 50' DEED OF EASEMENT
 TO PLATTE RIVER POWER AUTHORITY
 FOR ELECTRICAL TRANSMISSION LINES AND POLES
 REC. NO. 85031852
 REC. NO. 85052101 (CORRECTS 85031852)
 50' DEED OF EASEMENT
 TO THE CITY OF FORT COLLINS
 FOR UTILITY FACILITIES AND STRUCTURES
 REC. NO. 85010958
 REC. NO. 85048336 (CORRECTS 85010958)
 REC. NO. 85054098 (CORRECTS 85048336)

20' EASEMENT AGREEMENT
 TO BOXELDER SANITATION DISTRICT
 FOR AN UNDERGROUND SEWER PIPELINE
 BK.1936 P.96

216,129 SQ.FT.
 4.962 ACRES

BASIS OF BEARINGS: S89°15'10"E 2627.99'

DEED OF EASEMENT TO THE CITY OF FORT COLLINS
 FOR OVERHEAD AND UNDERGROUND UTILITIES
 FACILITIES AND STRUCTURES
 REC. NO. 85006759 & 85046718

CITY OF FORT COLLINS
 (REC. NO. 20080007613)



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.

PROPERTY DEPICTION

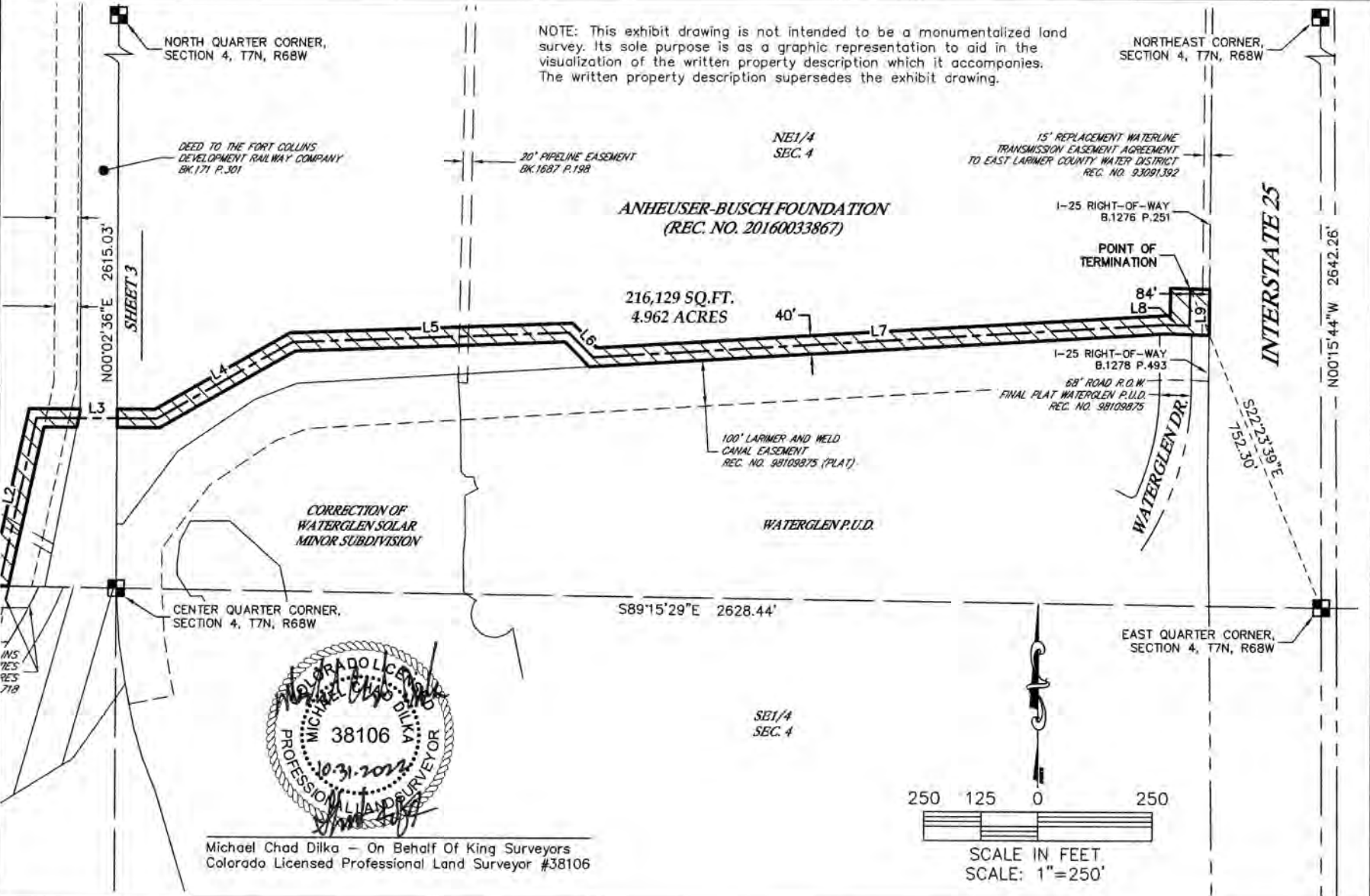
EXHIBIT A-3 (3 of 4)

N1/2 SEC. 4, T7N, R68W



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: 10/31/2022
 CLIENT: NWCWD
 DWG: ESMT-AB-PE
 DRAWN: SMF CHECKED: MCD



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

PROPERTY DEPICTION EXHIBIT A-3 (4 OF 4) N1/2 SEC. 4, T7N, R68W

EXHIBIT A-4
(1 of 3)
PROPERTY DESCRIPTION

A strip of land, Sixty (60) feet in width, being part of the North Half (N1/2) of Section Four (4), 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, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 4 and assuming the South line of the Northwest Quarter (NW1/4) of said Section 4, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS17502, 1997" at the East end, as bearing South 89°15'10" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2627.99 feet, with all other bearings contained herein relative thereto;

THENCE North 00°20'03" East along the West line of the Northwest Quarter (NW1/4) of said Section 4 a distance of 70.00 feet to a point being Seventy (70) feet, as measured at a right angle, North of the South line of the Northwest Quarter (NW1/4) of said Section 4, said point being the **POINT OF BEGINNING** of said centerline;

THENCE South 89°15'10" East along a line being Seventy (70) feet, as measured at a right angle, North of and parallel with the South line of the Northwest Quarter (NW1/4) of said Section 4 a distance of 2336.67 feet to a point being Seventy (70) feet, as measured at a right angle, Westerly of a Westerly line of that 50' wide electric easement recorded October 10, 1985 as Reception No. 85052101 of the records of the Larimer County Clerk and Recorder and that 50' wide utility easement recorded October 22, 1985 as Reception No. 85054098 of the records of the Larimer County Clerk and Recorder;

THENCE North 12°15'57" East along a line being Seventy (70) feet, as measured at a right angle, Westerly of and parallel with said Westerly line of said easements a distance of 354.64 feet;

THENCE South 89°59'45" East a distance of 290.77 feet;

THENCE North 60°16'28" East a distance of 338.69 feet;

THENCE North 87°49'25" East a distance of 638.07 feet;

THENCE South 44°11'57" East a distance of 74.71 feet to a point being Seventy (70) feet, as measured at a right angle, North of a North line of Waterglen P.U.D., recorded December 15, 1998 as Reception No. 98109875 of the records of the Larimer County Clerk and Recorder;

The following Two (2) courses and distances are along lines being Seventy (70) feet, as measured at a right angle, North of and parallel with North lines of said Waterglen P.U.D.:

THENCE North 86°33'26" East a distance of 1232.45 feet;

THENCE South 88°26'34" East a distance of 10.14 feet to a point being Eighty-four (84) feet, as measured at a right angle, West of the West Right-of-way line of Interstate 25 (I-25), established by that Special Warranty Deed recorded January 7, 1965 in Book 1276 at Page 251 of the records of the Larimer County Clerk and Recorder, said point being the **POINT OF TERMINATION** of said centerline, said point bears North 26°15'11" West a distance of 743.38 feet from the East Quarter (E1/4) corner of said Section 4;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and so as to terminate on the West line of the Northwest Quarter (NW1/4) of said Section 4 near the point of beginning and on a line being Eighty-four (84) feet, as measured at a right angle, West of and parallel with said West Right-of-way line near the point of termination, said West Right-of-way line bearing North 00°25'59" East;

EXCEPTING THEREFROM:

Any portion of said described strip of land lying within that parcel of land described in that Quit Claim Deed recorded May 7, 1904 in Book 171 at Page 301 of the records of the Larimer County Clerk and Recorder.

Said resultant strip of land contains 311,747 sq. ft. or 7.157 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said resultant 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

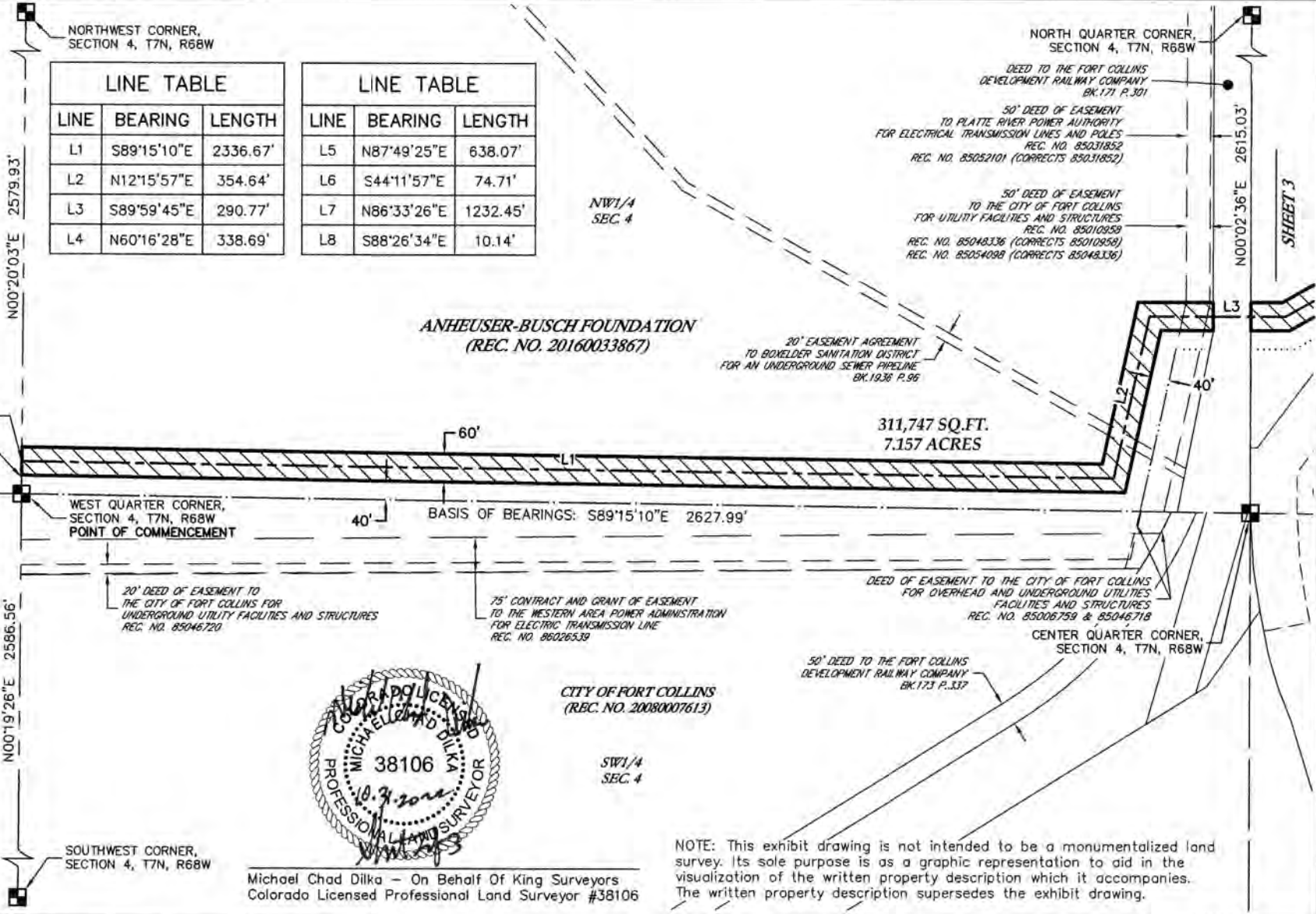
JN: 20200030



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

KING SURVEYORS

PROJECT NO: 202000030
 DATE: 10/31/2022
 CLIENT: NWCWD
 DWG: ESMT-AB-TCE
 DRAWN: SMF CHECKED: MCD



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

PROPERTY DEPICTION

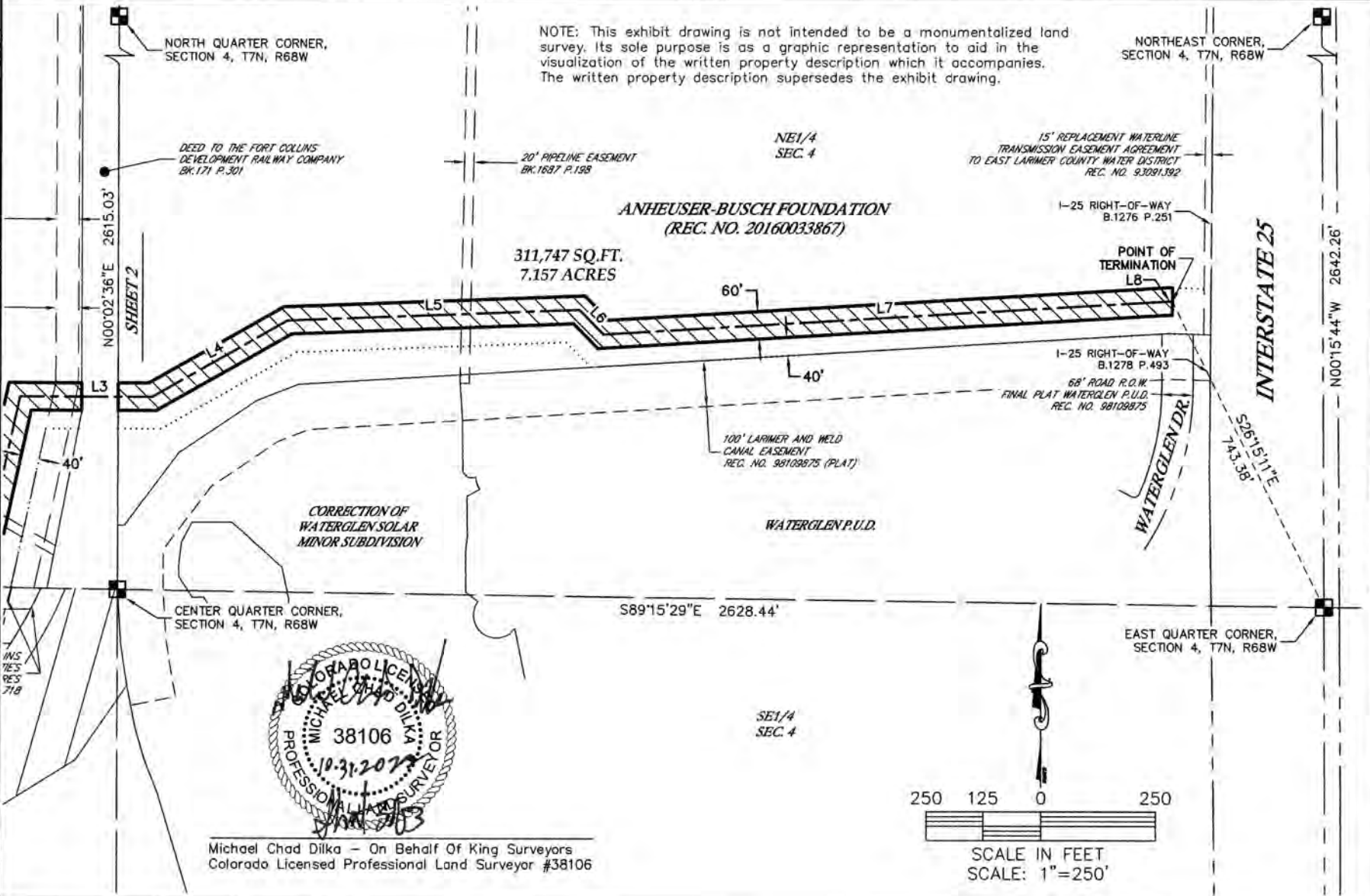
EXHIBIT A-4 (2 of 3)

N1/2 SEC. 4, T7N, R68W



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

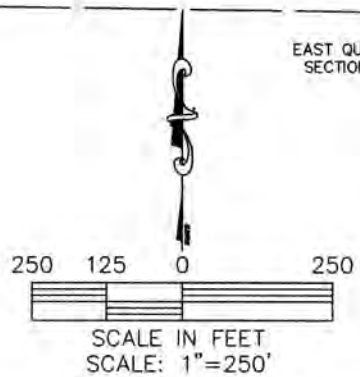
PROJECT NO: 202000030
 DATE: 10/31/2022
 CLIENT: NWCWD
 DWG: ESMT-AB-TCE
 DRAWN: SMF CHECKED: MCD



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.



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



PROPERTY DEPICTION

EXHIBIT A4

(3 OF 3)

N1/2 SEC. 4, T7N, R68W

EXHIBIT A-5

11 of 41

PROPERTY DESCRIPTION

A strip of land forty (40) feet in width, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Instrument No. 2023020162 of the records of the Larimer County Clerk and Recorder located in Lot 16 of the Block 1 (Quarter 18W1/4) of Section 13, T10N, R10E, S10N, North 107th Street, Denver, Colorado.

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 3, being monumentally by a #8 rebar with a 1/2" diameter aluminum cap stamped with the date of the instrument and the instrument number, 1023020162, set in place by the County Surveyor's Office, North Zone, North American Datum 1983/11, a distance of 264.22 feet, with all other bearings contained herein.

THENCE North 15°48'16" East a distance of 52.42 feet as an intersection of the East line of Interstate 70 with a West line of that 70' wide fee easement described in that Instrument recorded January 3, 2023 as Instrument No. 2023020162.

The following seven (7) courses and distances are along Northern line of said boundary segment:

- THENCE North 75°41'28" East a distance of 286.01 feet;
- THENCE South 73°22'22" East a distance of 136.90 feet;
- THENCE South 61°07'01" East a distance of 231.73 feet;
- THENCE South 61°07'01" East a distance of 172.40 feet;
- THENCE South 10°38'27" East a distance of 101.16 feet;
- THENCE North 89°57'33" East a distance of 30.70 feet;

The following six (6) courses and distances are along line here forty (40) feet, as measured as a right angle:

- THENCE North 31°42'49" West a distance of 129.98 feet;
- THENCE North 47°03'41" West a distance of 187.70 feet;
- THENCE North 54°48'05" West a distance of 276.26 feet;

THENCE South 19°27'21" West a distance of 40.64 feet to said West line of Interstate 70.

and a strip of land, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Instrument No. 2023020162 of the records of the Larimer County Clerk and Recorder located in the West Half (W1/2) of Section 13, T10N, R10E, S10N, North 107th Street, Denver, Colorado.

A strip of land, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Instrument No. 2023020162 of the records of the Larimer County Clerk and Recorder located in the West Half (W1/2) of Section 13, T10N, R10E, S10N, North 107th Street, Denver, Colorado.

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentally by a #8 rebar with a 1/2" diameter aluminum cap stamped with the date of the instrument and the instrument number, 1023020162, set in place by the County Surveyor's Office, North Zone, North American Datum 1983/11, a distance of 263.42 feet, with all other bearings contained herein.

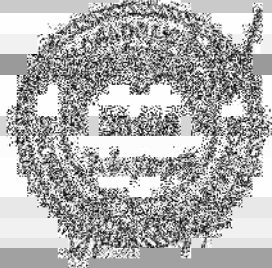


EXHIBIT A-5

(2 of 4)

PROPERTY DESCRIPTION

The following Two (2) courses and distances are along Southwesterly lines of those parcels of land described in said Special Warranty Deed:

THENCE South 87°11'12" East a distance of 151.39 feet to the intersection with a curve having a radius of 151.39 feet Northern of and concentric with the approximate centerline of the Larimer and Weld Canal, said curve being non-adjacent to said canal line;

THENCE South 69°37'19" East along said Southwesterly lines of those parcels of land described in said Special Warranty Deed a distance of 1191.20 feet to the intersection with East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 2;

THENCE North 67°34'00" West a distance of 1511.71 feet to the beginning point of a curve, said curve being non-adjacent to said canal line;

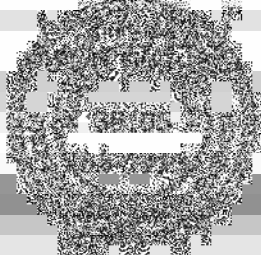
THENCE North 60°54'14" West a distance of 120.18 feet to the beginning point of a curve, said curve being non-adjacent to said canal line;

THENCE North 00°02'20" West, non-tangent to a curve, a distance of 115.36 feet to the intersection with a South line of that 20' wide right-of-way recorded November 12, 1993 as Document No. 0002612 of the records of Larimer County, Colorado.

Said description is a part of a larger description of land described in said Special Warranty Deed.

SURVEYOR'S STATEMENT

I, Michael Chad Dille, a Colorado Licensed Professional Land Surveyor, have surveyed the above described property.



Michael Chad Dille, in behalf of King Surveyors

KING SURVEYORS
851 East Garden Drive
Denver, Colorado 80202

BY: [Signature]

Michael Chad Dille, a Colorado Licensed Professional Land Surveyor, has surveyed the above described property.



EXHIBIT A-5

EXHIBIT A-5

APPROVED FOR THE CITY OF LOS ANGELES

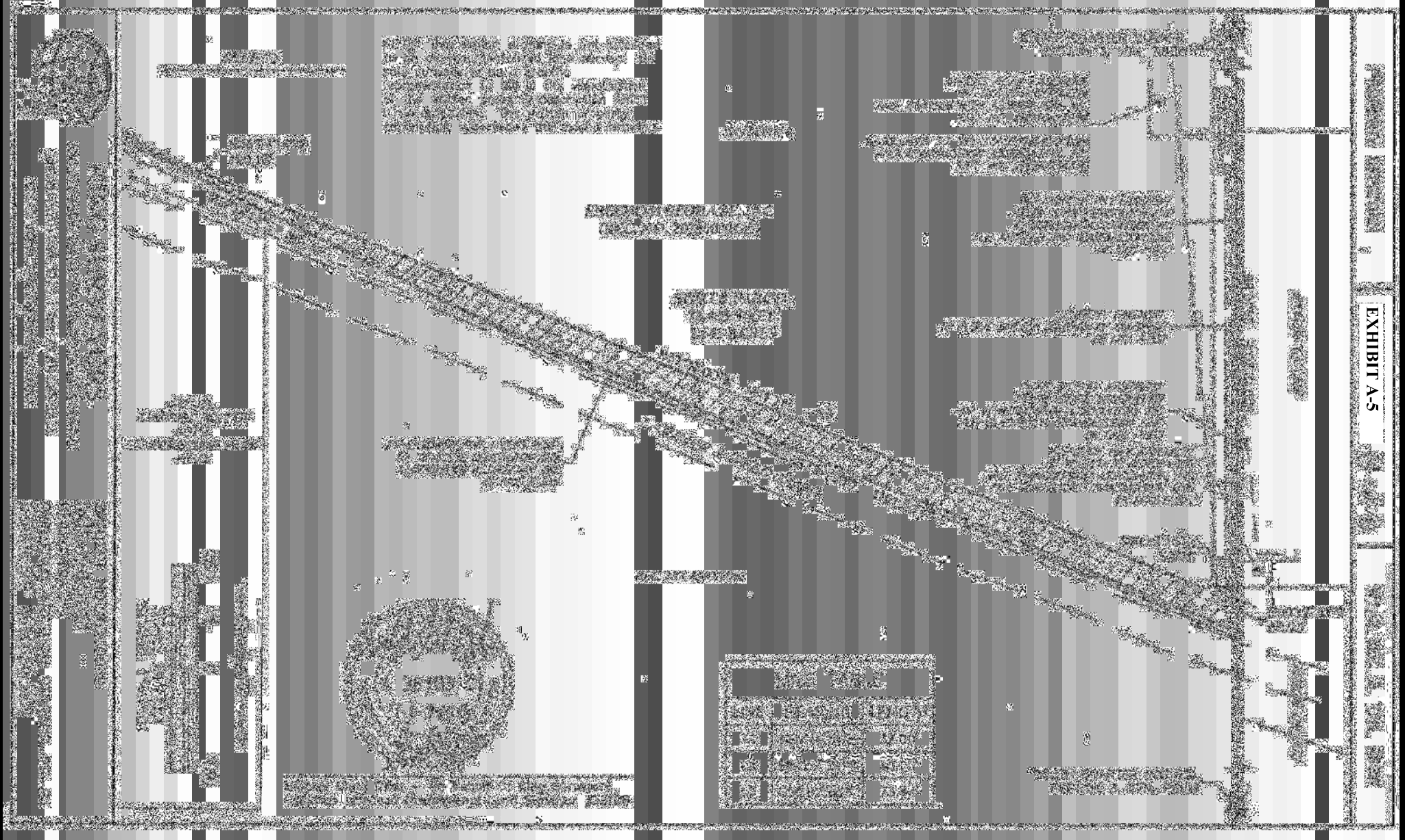


EXHIBIT A-6
(1 of 4)
PROPERTY DESCRIPTION

North Parcel

A strip of land, Forty (40) feet in width for most of its length, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in Lot No. 1 of the Northwest Quarter (NW1/4) of Section Three (3), 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 West Quarter (W1/4) corner of said Section 3 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the South end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10710, 1992" at the North end, as bearing North 00°15'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2642.26 feet, with all other bearings contained herein relative thereto;

THENCE North 00°15'44" West along the West line of the Northwest Quarter (NW1/4) of said Section 3 a distance of 645.89 feet;

THENCE North 89°44'16" East a distance of 32.00 feet to the East Right-of-way line of Interstate 25, said point being the **POINT OF BEGINNING**;

THENCE North 00°22'39" West along said East Right-of-way line of Interstate 25 a distance of 94.11 feet;

THENCE North 89°37'21" East a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, East of said East Right-of-way line of Interstate 25;

THENCE South 00°22'39" East along a line being Forty (40) feet, as measured at a right angle, East of and parallel with said East Right-of-way line of Interstate 25 a distance of 63.26 feet to a point being Eighty (80) feet, as measured at a right angle Northerly of a Northerly line of that 20' waterline easement described in that Easement Agreement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder; The following Six (6) courses and distances are along lines being Eighty (80) feet, as measured at a right angle Northerly of and parallel with Northerly lines of said waterline easement:

THENCE South 75°40'28" East a distance of 262.62 feet;

THENCE South 73°22'32" East a distance of 151.12 feet;

THENCE South 54°48'05" East a distance of 285.51 feet;

THENCE South 47°03'41" East a distance of 195.80 feet;

THENCE South 31°42'49" East a distance of 142.81 feet;

THENCE South 10°38'27" East a distance of 131.01 feet to a Northerly line of said waterline easement;

THENCE South 89°57'32" West along said Northerly line of said waterline easement a distance of 40.71 feet to a point being Forty (40) feet, as measured at a right angle, Northerly of a Northerly line of said waterline easement;

The following Six (6) courses and distances are along lines being Forty (40) feet, as measured at a right angle, Northerly of and parallel with Northerly lines of said waterline easement:

THENCE departing from said Northerly line of said waterline easement North 10°38'27" West a distance of 116.09 feet;

THENCE North 31°42'49" West a distance of 129.98 feet;

THENCE North 47°03'41" West a distance of 187.70 feet;

THENCE North 54°48'05" West a distance of 276.26 feet;

THENCE North 73°22'32" West a distance of 144.04 feet;

THENCE North 75°40'28" West a distance of 251.06 feet to a point being Forty (40) feet, as measured at a right angle, East of said East Right-of-way line of Interstate 25;

THENCE North 00°22'39" West along a line being Forty (40) feet, as measured at a right angle, East of and parallel with said East Right-of-way line of Interstate 25 a distance of 10.51 feet;

THENCE South 89°37'21" West a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said described North Parcel contains 49,253 sq. ft. or 1.131 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

South Parcel

A strip of land, Sixty (60) feet in width, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Three (3), 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:



EXHIBIT A-6
(2 of 4)
PROPERTY DESCRIPTION

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in said Special Warranty Deed;

THENCE South 15°32'19" East along said Southwesterly line of those parcels of land described in said Special Warranty Deed a distance of 67.10 feet to the intersection with the South line of that 75' electric easement described in that *Contract and Grant of Easement* recorded July 2, 1951 in Book 914 at Page 386 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°11'06" East along the South line of said electric easement a distance of 42.17 feet to the **POINT OF BEGINNING**;

THENCE departing from the South line of said electric easement North 00°02'28" West a distance of 65.06 feet to the intersection with the South line of that 20' waterline easement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°57'32" East along said South line of said waterline easement a distance of 60.00 feet;

THENCE departing from said South line of said waterline easement South 00°02'28" East a distance of 113.51 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, a distance of 271.02 feet, said curve having a radius of 248.23 feet, a central angle of 62°33'23" and a long chord bearing South 35°00'35" East a distance of 257.76 feet;

THENCE South 66°54'14" East, non-tangent to aforesaid curve, a distance of 120.18 feet;

THENCE South 67°34'00" East a distance of 1498.39 feet;

THENCE North 89°54'13" East a distance of 40.69 feet to the intersection with East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3;

THENCE South 00°12'20" East along the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 a distance of 60.00 feet;

THENCE departing from the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 South 89°54'13" West a distance of 52.71 feet;

THENCE North 67°34'00" West a distance of 1511.71 feet;

THENCE North 66°54'14" West a distance of 120.18 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, a distance of 338.56 feet, said curve having a radius of 308.23 feet, a central angle of 62°56'04" and a long chord bearing North 34°49'12" West a distance of 321.80 feet;

THENCE North 00°02'28" West, Non-tangent to aforesaid curve, a distance of 50.28 feet to the **POINT OF BEGINNING**.

Said described South Parcel contains 125,446 sq. ft. or 2.880 acres, more or less (±), 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.



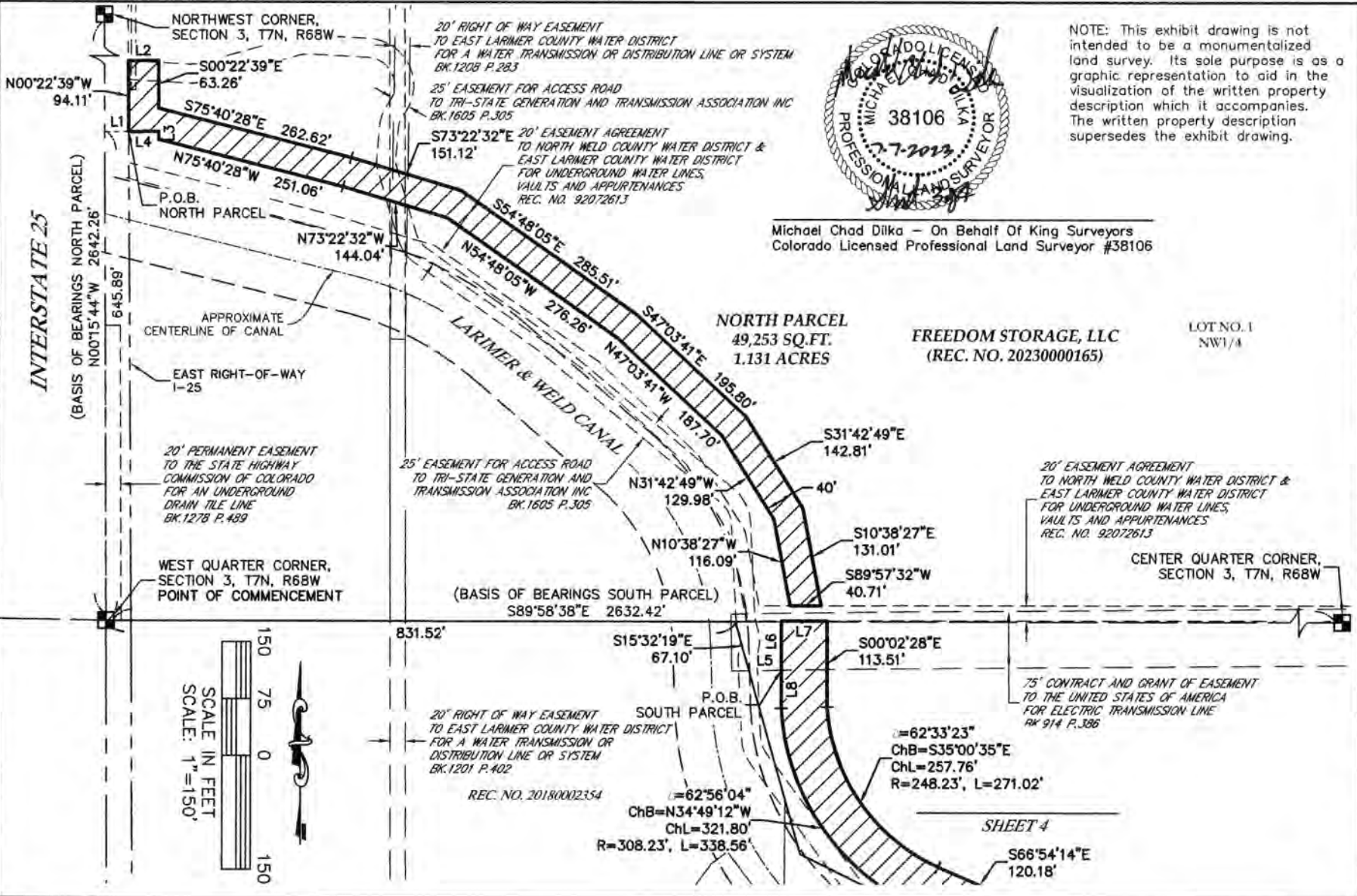
Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011
JN: 20200030



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: 7/7/2023
 CLIENT: NWCWD
 DWG: ESMT-FREEDOM STORAGE-TCE
 DRAWN: SMF CHECKED: MCD



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.

PROPERTY DEPICTION
 EXHIBIT A-6
 (3 OF 4)
 W1/2 SEC. 3, T7N, R68W

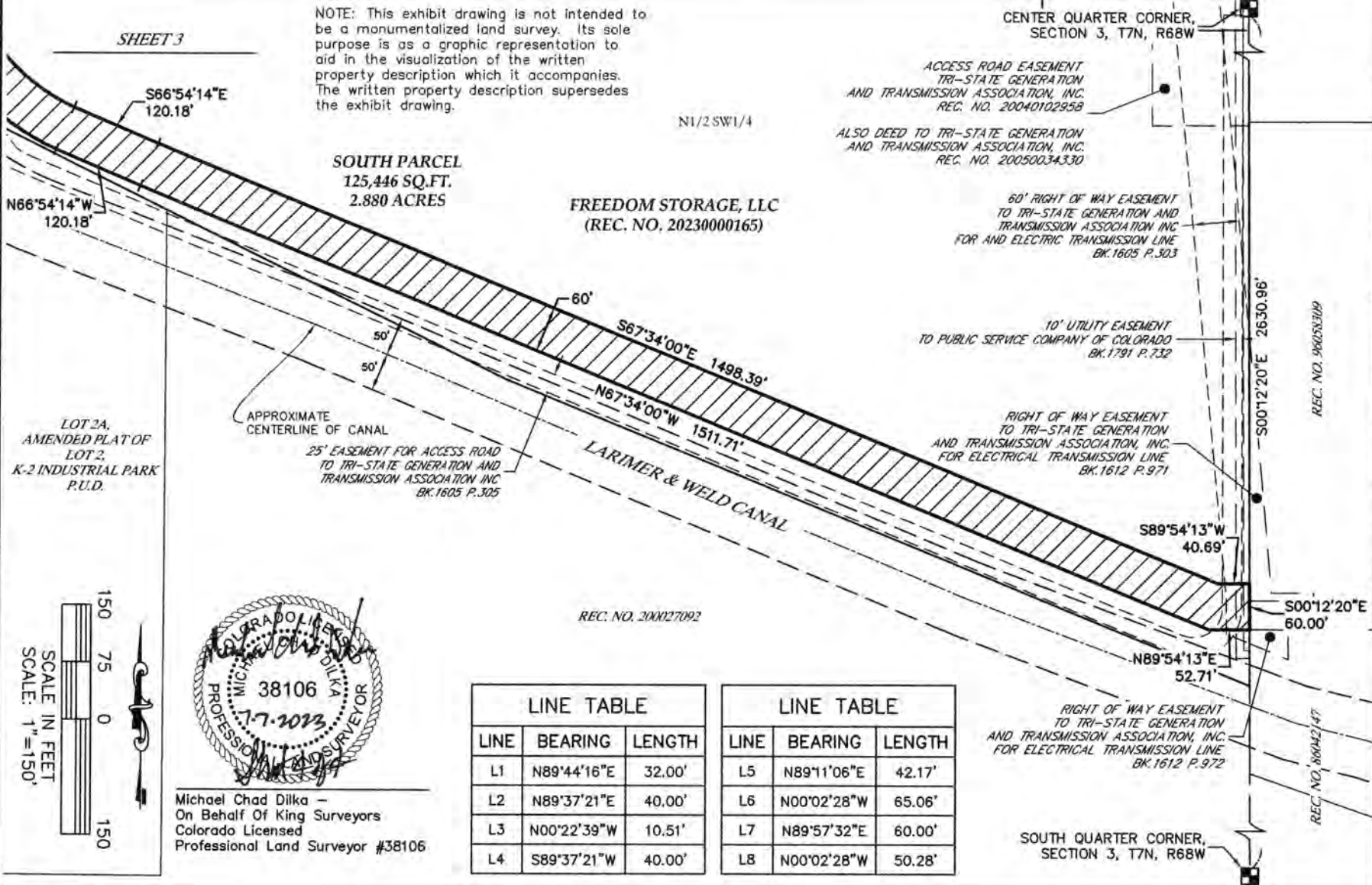


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 202000030
 DATE: 7/7/2023
 CLIENT: NWCWD
 DWG: ESMT-FREEDOM STORAGE-TCE
 DRAWN: SMF CHECKED: MCD

SHEET 3

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.



SOUTH PARCEL
 125,446 SQ.FT.
 2.880 ACRES

FREEDOM STORAGE, LLC
 (REC. NO. 20230000165)

REC. NO. 200027092

LOT 2A,
 AMENDED PLAT OF
 LOT 2,
 K-2 INDUSTRIAL PARK
 P.U.D.

APPROXIMATE
 CENTERLINE OF CANAL
 25' EASEMENT FOR ACCESS ROAD
 TO TRI-STATE GENERATION AND
 TRANSMISSION ASSOCIATION INC
 BK.1605 P.305

CENTER QUARTER CORNER,
 SECTION 3, T7N, R68W
 ACCESS ROAD EASEMENT
 TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 REC. NO. 20040102858
 ALSO DEED TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 REC. NO. 20050034330

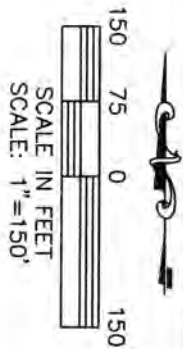
60' RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION AND
 TRANSMISSION ASSOCIATION INC
 FOR AND ELECTRIC TRANSMISSION LINE
 BK.1605 P.303

10' UTILITY EASEMENT
 TO PUBLIC SERVICE COMPANY OF COLORADO
 BK.1791 P.732

RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 FOR ELECTRICAL TRANSMISSION LINE
 BK.1612 P.971

RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 FOR ELECTRICAL TRANSMISSION LINE
 BK.1612 P.972

SOUTH QUARTER CORNER,
 SECTION 3, T7N, R68W



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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°44'16"E	32.00'
L2	N89°37'21"E	40.00'
L3	N00°22'39"W	10.51'
L4	S89°37'21"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N89°11'06"E	42.17'
L6	N00°02'28"W	65.06'
L7	N89°57'32"E	60.00'
L8	N00°02'28"W	50.28'

PROPERTY DEPICTION

EXHIBIT A-6

(4 of 4)

W1/2 SEC. 3, T7N, R68W

EXHIBIT A-7
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of that parcel of land described in that Special Warranty Deed recorded January 11, 2018 as Reception No. 20180002354 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), 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:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the Northeast corner of that parcel of land described in said Special Warranty Deed;

THENCE South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 75.21 feet to the **POINT OF BEGINNING**;

THENCE continuing South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 168.23 feet to an Easterly corner of that parcel of land described in said Special Warranty Deed;

THENCE South 00°19'48" West along an Easterly line of that parcel of land described in said Special Warranty Deed a distance of 33.64 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the East, a distance of 160.56 feet, said curve having a radius of 348.23 feet, a central angle of 26°25'06" and a long chord bearing North 16°21'56" West a distance of 159.14 feet;

THENCE North 00°02'28" West, non-tangent to aforesaid curve, a distance of 43.02 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 2,716 sq. ft. or 0.062 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.

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



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 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

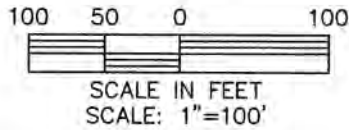
PROJECT NO: 20200030
 DATE: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT-FAUX CO LLC-PE
 DRAWN: SMF CHECKED: MCD

INTERSTATE 25

N00°15'44"W 2642.26'
 N00°13'57"W 2619.09'

NORTHWEST CORNER,
SECTION 3, T7N, R68W

20' PERMANENT EASEMENT
TO THE STATE HIGHWAY
COMMISSION OF COLORADO
FOR AN UNDERGROUND
DRAIN TILE LINE
BK.1278 P.489



WEST QUARTER CORNER,
SECTION 3, T7N, R68W
POINT OF COMMENCEMENT

20' RIGHT OF WAY EASEMENT
TO EAST LARIMER COUNTY WATER DISTRICT
FOR A WATER TRANSMISSION OR
DISTRIBUTION LINE OR SYSTEM
BK.1201 P.402

I-25 RIGHT-OF-WAY
B.1266 P.61

LINE	BEARING	LENGTH
L1	S00°19'48"W	33.64'
L2	N00°02'28"W	43.02'

SOUTHWEST CORNER,
SECTION 3, T7N, R68W

20' EASEMENT AGREEMENT
TO EAST LARIMER COUNTY WATER DISTRICT
FOR UNDERGROUND WATER PIPELINE
AND APPURTENANCES
BK.2160 P.860

(REC. NO. 98110884)

(BASIS OF BEARINGS)
S89°58'38"E 2632.42'
831.52'

FAUX CO, LLC
(REC. NO. 20180002354)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	160.56'	348.23'	26°25'06"	159.14'	N16°21'56"W

S15°32'19"E
75.21'

POINT OF
BEGINNING
2,716 SQ.FT.
0.062 ACRE

CENTER QUARTER CORNER,
SECTION 3, T7N, R68W

75' CONTRACT AND GRANT OF EASEMENT
TO THE UNITED STATES OF AMERICA
FOR ELECTRIC TRANSMISSION LINE
BK.914 P.386

(REC. NO. 98110884)

25' EASEMENT FOR ACCESS ROAD
TO TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION INC
BK.1605 P.305



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

LOT 2A,
AMENDED PLAT OF LOT 2,
K-2 INDUSTRIAL PARK P.U.D.

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.

EXHIBIT A-8
(1 of 3)
PROPERTY DESCRIPTION

North Parcel

A parcel of land, being part of Lot 2A, Amended Plat of Lot 2, K-2 Industrial Park, P.U.D., recorded February 14, 1989 as Reception No. 89006747 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), 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:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the Northeast corner of that parcel of land described in that Special Warranty Deed recorded January 11, 2018 as Reception No. 20180002354 of the records of the Larimer County Clerk and Recorder;

THENCE South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 243.43 feet to an Easterly corner of that parcel of land described in said Special Warranty Deed, said point also being the most Northerly corner of said Lot 2A, said point being the **POINT OF BEGINNING**;

THENCE continuing South 15°32'19" East along a Northeasterly line of said Lot 2A, a distance of 63.06 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line, said point hereinafter referred to as Point "A;"

THENCE departing from said Northeasterly line of said Lot 2A and along the arc of said curve, which is concave to the Northeast, a distance of 32.07 feet to a Northerly line of said Lot 2A, said curve having a radius of 348.23 feet, a central angle of 05°16'34" and a long chord bearing North 32°12'46" West a distance of 32.05 feet;

THENCE North 00°19'48" East, non-tangent to aforesaid curve and along said Northerly line of said Lot 2A, a distance of 33.64 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 298 sq. ft. or 0.007 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

COMMENCING at said Point "A;"

THENCE continuing South 15°32'19" East along said Northeasterly line of said Lot 2A, a distance of 11.51 feet to a Northerly corner of said Lot 2A;

THENCE South 63°37'19" East along a different Northeasterly line of said Lot 2A, a distance of 8.95 feet to the **POINT OF BEGINNING**;



EXHIBIT A-8
(2 of 3)
PROPERTY DESCRIPTION

THENCE continuing South 63°37'19" East along said different Northeasterly line of said Lot 2A, a distance of 331.05 to the Northeast corner of said Lot 2A;
THENCE South 00°19'48" West along the East line of said Lot 2A, a distance of 26.00 feet;
THENCE North 67°34'00" West a distance of 54.79 feet;
THENCE North 66°54'14" West a distance of 120.61 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of said curve, which is concave to the Northeast, a distance of 172.57 feet to the **POINT OF BEGINNING**, said curve having a radius of 348.23 feet, a central angle of 28°23'38" and a long chord bearing North 52°07'39" West a distance of 170.81 feet;

Said described parcel of land contains 8,993 sq. ft. or 0.206 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.

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



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: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT - HOUSTON TRANS LLC - PE
 DRAWN: SMF CHECKED: MCD

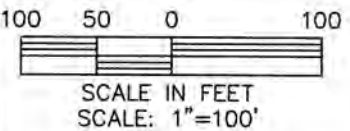
20' EASEMENT AGREEMENT
 TO EAST LARIMER COUNTY WATER DISTRICT
 FOR UNDERGROUND WATER PIPELINE
 AND APPURTENANCES
 BK. 2160 P. 860 (REC. NO. 98110884)

(BASIS OF BEARINGS)
 S89°58'38"E 2632.42'
 831.52'

WEST QUARTER CORNER,
 SECTION 3, T7N, R68W
 POINT OF COMMENCEMENT

20' RIGHT OF WAY EASEMENT
 TO EAST LARIMER COUNTY WATER DISTRICT
 FOR A WATER TRANSMISSION OR
 DISTRIBUTION LINE OR SYSTEM
 BK. 1201 P. 402

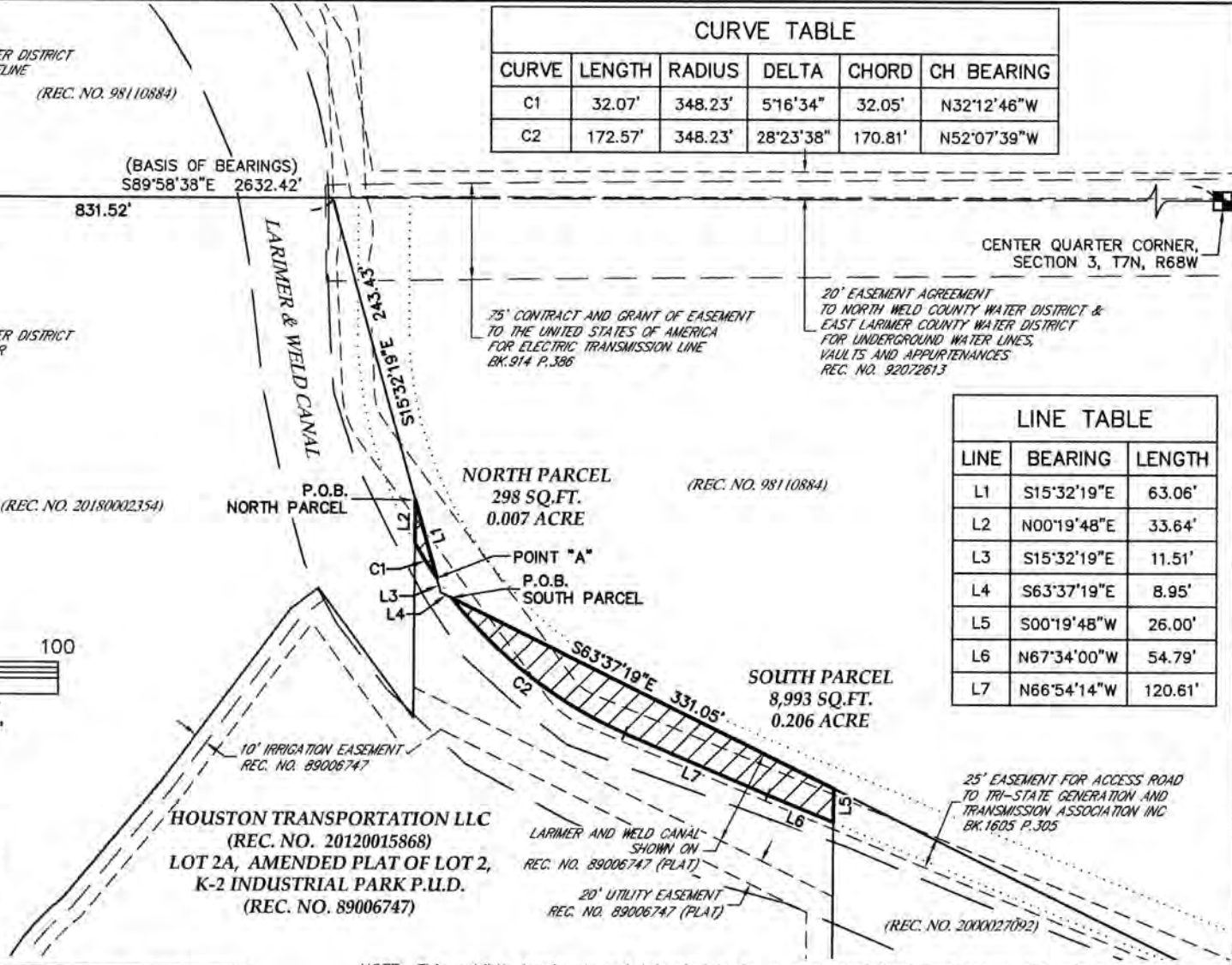
(REC. NO. 20180002354)



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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	32.07'	348.23'	5'16"34"	32.05'	N32°12'46"W
C2	172.57'	348.23'	28°23'38"	170.81'	N52°07'39"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S15°32'19"E	63.06'
L2	N00°19'48"E	33.64'
L3	S15°32'19"E	11.51'
L4	S63°37'19"E	8.95'
L5	S00°19'48"W	26.00'
L6	N67°34'00"W	54.79'
L7	N66°54'14"W	120.61'



HOUSTON TRANSPORTATION LLC
 (REC. NO. 20120015868)
 LOT 2A, AMENDED PLAT OF LOT 2,
 K-2 INDUSTRIAL PARK P.U.D.
 (REC. NO. 89006747)

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.

PROPERTY DEPICTION

EXHIBIT A-8

(3 OF 3)

SW1/4 SEC. 3, T7N, R68W

EXHIBIT A-9
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of that parcel of land described in that Special Warranty Deed recorded April 26, 2000 as Reception No. 2000027092 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), 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 West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in that Trustee's Deed recorded December 17, 1998 as Reception No. 98110884 of the records of the Larimer County Clerk and Recorder;

THENCE South 15°32'19" East along said Southwesterly line of those parcels of land described in said Trustee's Deed and along a Northeasterly line of that parcel of land described in said Special Warranty Deed and along a Northeasterly line of Lot 2A, Amended Plat of Lot 2, K-2 Industrial Park, P.U.D., recorded February 14, 1989 as Reception No. 89006747 of the records of the Larimer County Clerk and Recorder, a distance of 318.00 feet;

THENCE South 63°37'19" East along a different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along a different Northeasterly line of that parcel of land described in said Special Warranty Deed, also being along a different Northeasterly line of said Lot 2A, a distance of 340.00 feet to the Northeast corner of said Lot 2A, said point being the **POINT OF BEGINNING**;

THENCE continuing South 63°37'19" East along said different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along said different Northeasterly line of that parcel of land described in said Special Warranty Deed, a distance of 350.21 feet;

THENCE North 67°34'00" West a distance of 339.60 feet to the East line of said Lot 2A;

THENCE North 00°19'48" East along the East line of said Lot 2A, a distance of 26.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 4,091 sq. ft. or 0.094 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.

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

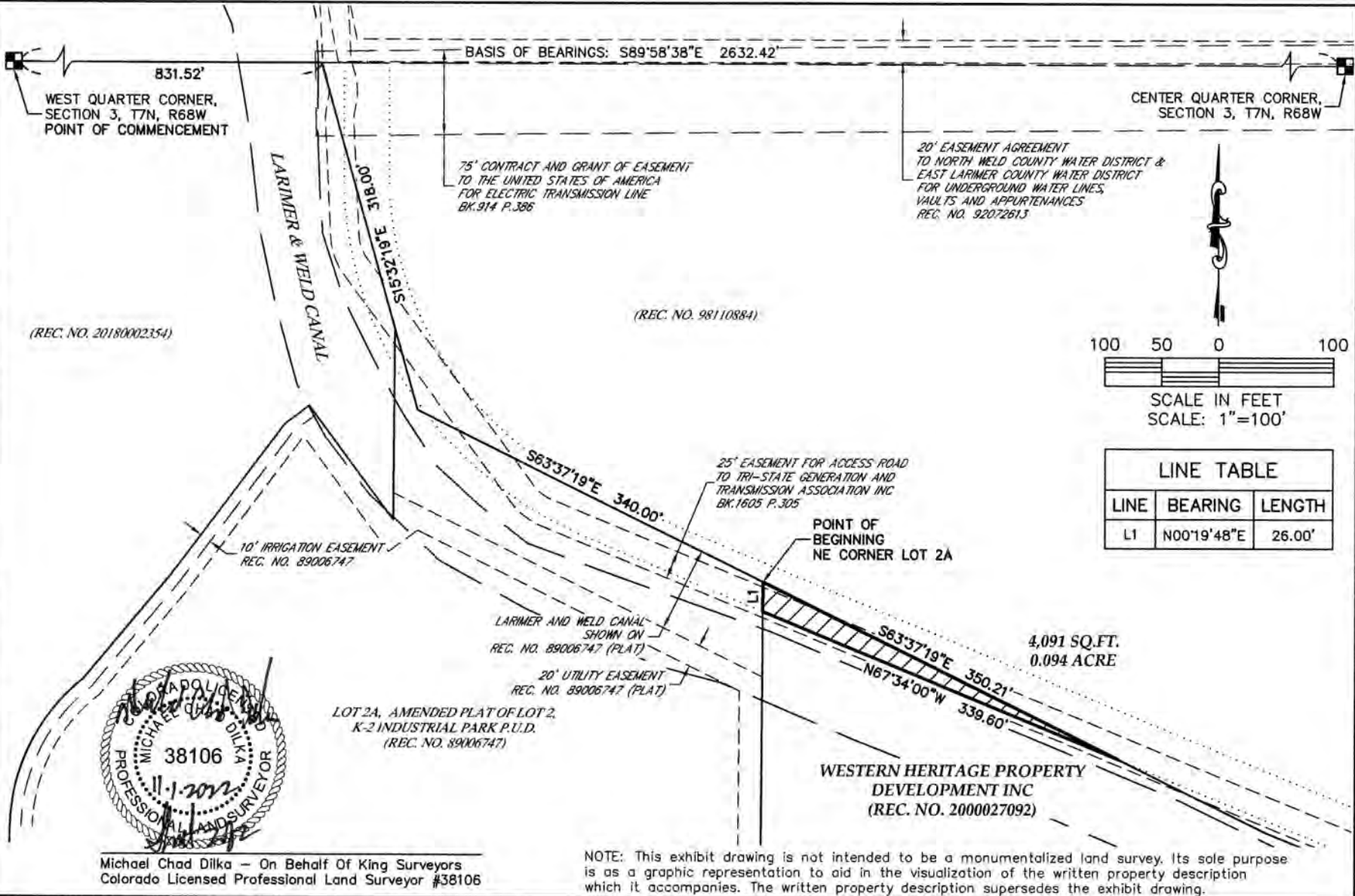
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT - WESTERN HERITAGE - PE
 DRAWN: SMF CHECKED: MCD



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

EXHIBIT A-10

(1 of 4)

PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width along most of it's length, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet;

THENCE South 28°04'43" East a distance of 87.52 feet;

THENCE South 72°36'10" East a distance of 67.74 feet;

THENCE South 70°14'24" East a distance of 103.69 feet;

THENCE South 66°05'18" East a distance of 107.16 feet;

THENCE South 59°18'26" East a distance of 109.53 feet;

THENCE South 48°09'24" East a distance of 64.36 feet;

THENCE North 90°00'00" East a distance of 134.79 feet;

THENCE South 23°17'02" East a distance of 133.14 feet;

THENCE South 00°47'02" East a distance of 69.08 feet;

THENCE South 39°36'58" East a distance of 654.48 feet;

THENCE South 35°05'00" East a distance of 106.24 feet;

THENCE South 31°12'46" East a distance of 172.01 feet;

THENCE South 48°10'52" East a distance of 47.51 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 63.14 feet, said point being 119.04 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 31°12'46" West a distance of 183.15 feet;

THENCE North 35°05'00" West a distance of 103.30 feet;

THENCE North 39°36'58" West a distance of 667.01 feet;



EXHIBIT A-10
(2 of 4)
PROPERTY DESCRIPTION

THENCE North 00°47'02" West a distance of 75.20 feet;
THENCE North 23°17'02" West a distance of 98.85 feet;
THENCE North 90°00'00" West a distance of 123.73 feet;
THENCE North 48°09'24" West a distance of 75.75 feet;
THENCE North 59°18'26" West a distance of 103.26 feet;
THENCE North 66°05'18" West a distance of 103.34 feet;
THENCE North 70°14'24" West a distance of 101.42 feet;
THENCE North 72°36'10" West a distance of 233.98 feet to the West line of the Southeast Quarter (SE1/4) of said Section 3;
THENCE North 00°12'20" West along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 65.22 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 83,449 sq. ft. or 1.916 acres, more or less (±), 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

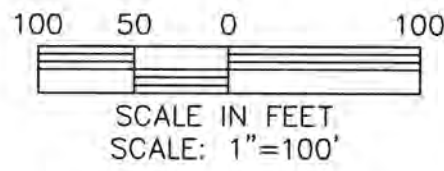
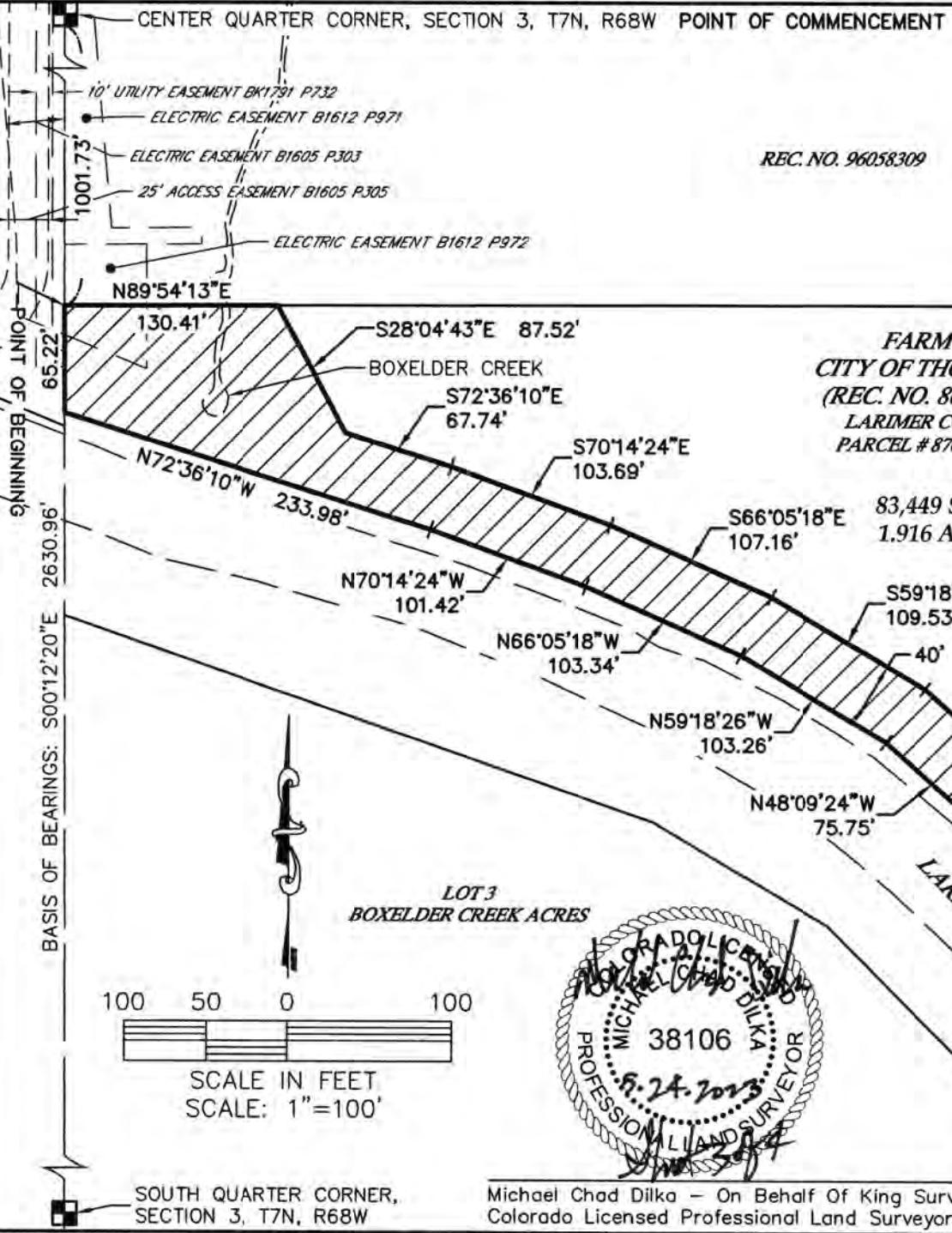
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-PE (8.5x11)
 DRAWN: SMF CHECKED: MCD



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.

REC. NO. 96058309

SHEET 4

PROPERTY DEPICTION
 EXHIBIT A-10 A (3 of 4)
 S4 SW4 SEC. 1, T.3S., R.68W.



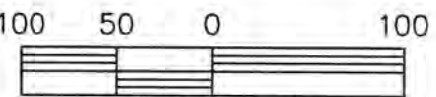
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 81550
 Phone: (970) 686-5011 | Fax: (970) 686-5821
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PROJECT NO: 20200030
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DWG: ESMT-CITY OF THORNTON-PE (8.5x11)
DRAWN: SMF CHECKED: MCD

SHEET 3



Michael Chad Dilka
 On Behalf Of King Surveyors
 Colorado Licensed Professional 100
 Land Surveyor #38106



SCALE IN FEET
 SCALE: 1"=100'

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927

83,449 SQ.FT.
 1.916 ACRES

LOT 3
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

LOT 2
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

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.

PROPERTY DEPICTION

EXHIBIT A-10 (4 of 4)

S4 SW4 SEC. 1, T.3S., R.68W.

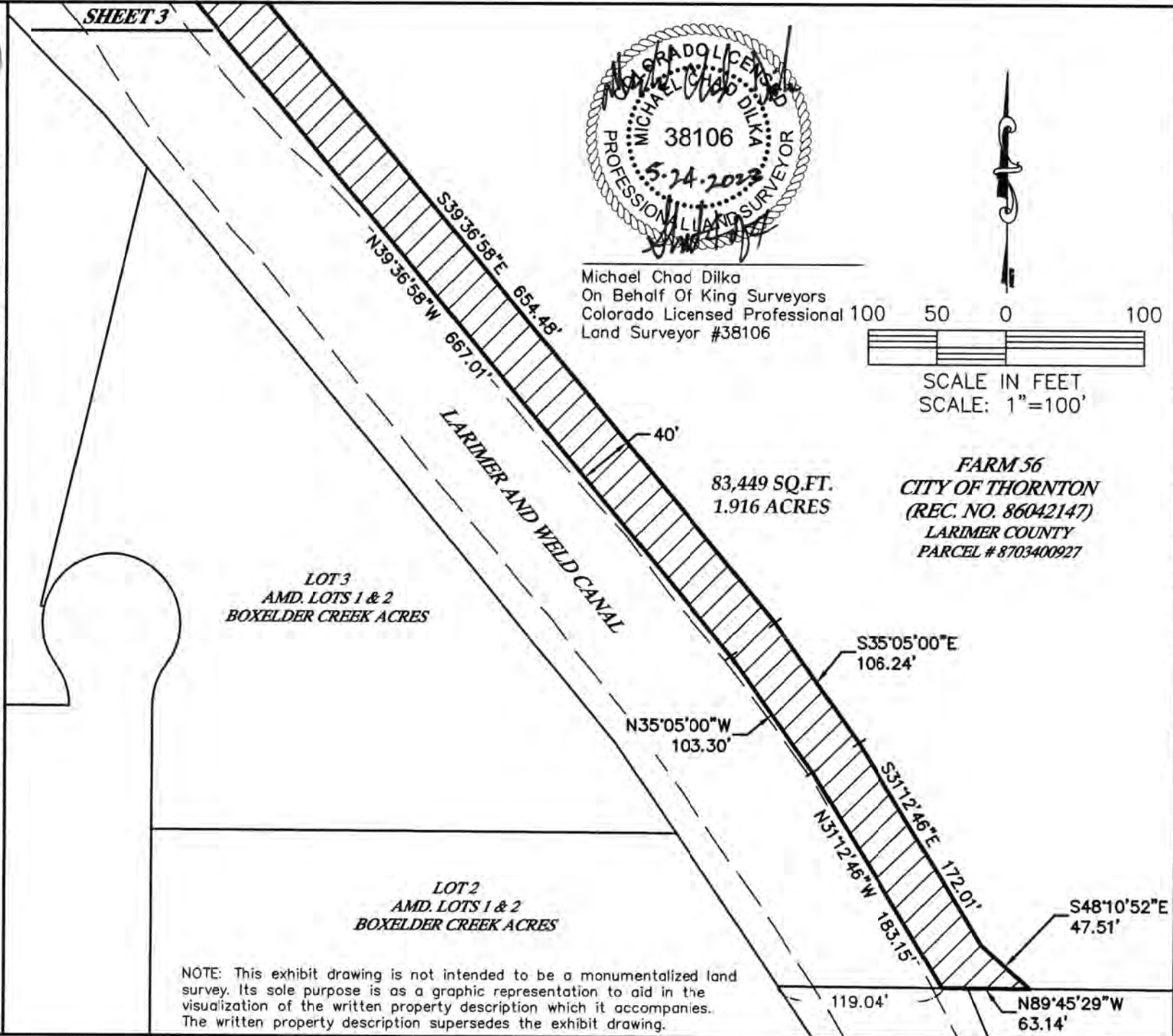


EXHIBIT A-11
(1 of 5)
PROPERTY DESCRIPTION

Parcel I

A strip of land, Sixty (60) feet in width, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet to the **POINT OF BEGINNING**;

THENCE continuing North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 67.96 feet;

THENCE South 28°04'43" East a distance of 31.09 feet;

THENCE South 72°36'10" East a distance of 44.39 feet;

THENCE South 70°14'24" East a distance of 107.10 feet;

THENCE South 66°05'18" East a distance of 112.89 feet;

THENCE South 59°18'26" East a distance of 118.94 feet;

THENCE South 48°09'24" East a distance of 104.99 feet;

THENCE South 05°00'04" East a distance of 21.59 feet, said point hereinafter referred to as Point "A;"

THENCE North 90°00'00" West a distance of 67.81 feet;

THENCE North 48°09'24" West a distance of 64.36 feet;

THENCE North 59°18'26" West a distance of 109.53 feet;

THENCE North 66°05'18" West a distance of 107.16 feet;

THENCE North 70°14'24" West a distance of 103.69 feet;

THENCE North 72°36'10" West a distance of 67.74 feet;

THENCE North 28°04'43" West a distance of 87.52 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 32,513 sq. ft. or 0.746 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 strip of land.

Parcel II

COMMENCING at said Point "A;"

THENCE continuing South 05°00'04" East a distance of 40.15 feet to the **POINT OF BEGINNING**;

THENCE continuing South 05°00'04" East a distance of 60.42 feet;

THENCE South 89°12'58" West a distance of 31.78 feet;

THENCE North 44°44'58" West a distance of 85.36 feet;

THENCE North 90°00'00" East a distance of 86.60 feet to the **POINT OF BEGINNING**.



EXHIBIT A-11
(2 of 5)
PROPERTY DESCRIPTION

Said described parcel of land contains 3,582 sq. ft. or 0.082 acre, 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 parcel of land.

Parcel III

A strip of land, Sixty (60) feet in width;

COMMENCING at said Point "A;"

THENCE North 90°00'00" East a distance of 66.98 feet to the **POINT OF BEGINNING**;

THENCE continuing North 90°00'00" East a distance of 65.34 feet;

THENCE South 23°17'02" East a distance of 119.20 feet;

THENCE South 00°47'02" East a distance of 59.91 feet;

THENCE South 39°36'58" East a distance of 635.70 feet;

THENCE South 35°05'00" East a distance of 110.64 feet;

THENCE South 31°12'46" East a distance of 165.09 feet;

THENCE South 48°10'52" East a distance of 50.44 feet;

THENCE South 25°40'52" East a distance of 41.14 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 66.69 feet, said point being 182.18 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 48°10'52" West a distance of 47.51 feet;

THENCE North 31°12'46" West a distance of 172.01 feet;

THENCE North 35°05'00" West a distance of 106.24 feet;

THENCE North 39°36'58" West a distance of 654.48 feet;

THENCE North 00°47'02" West a distance of 69.08 feet;

THENCE North 23°17'02" West a distance of 133.14 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 70,939 sq. ft. or 1.629 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



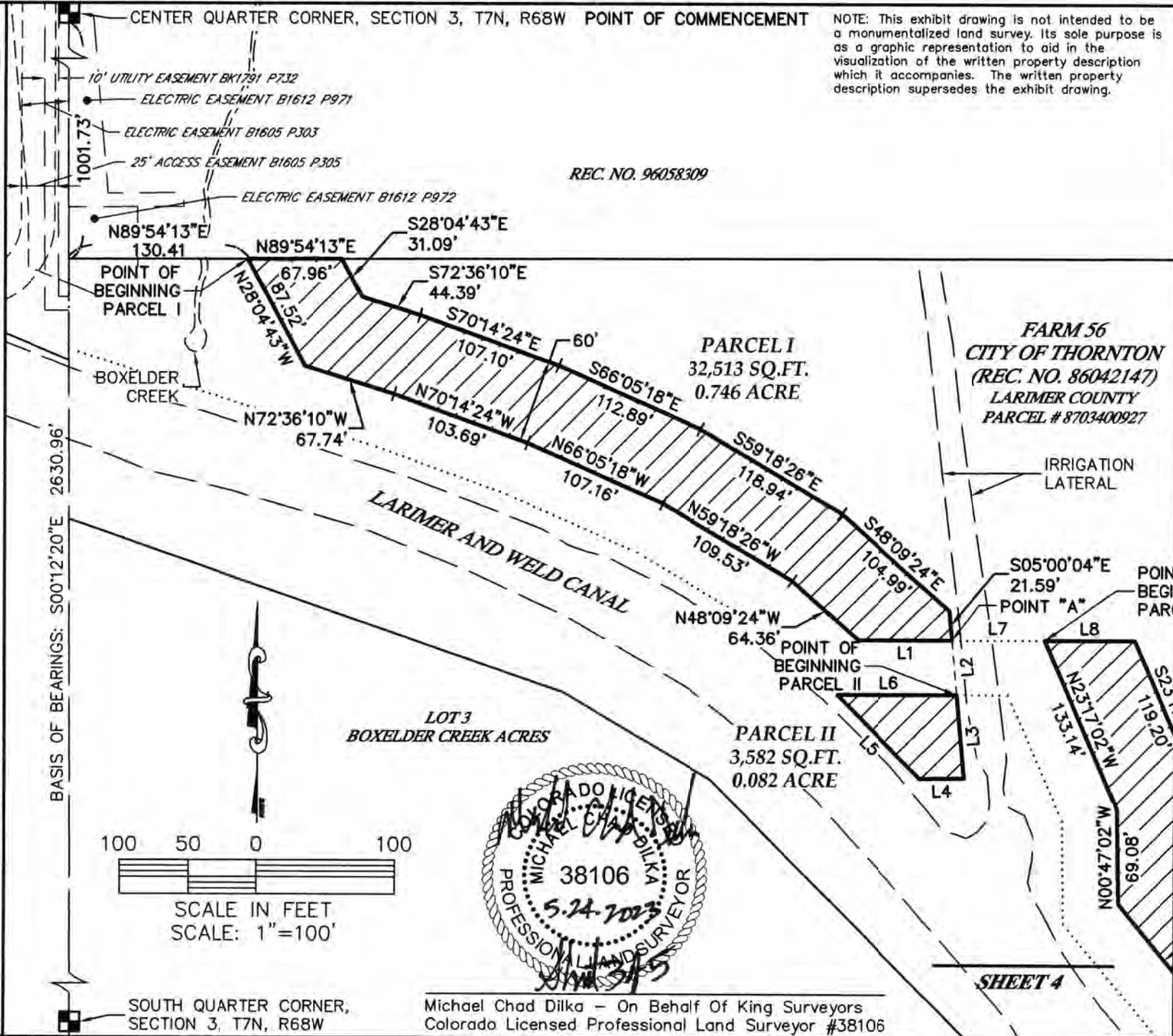
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80350
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@Kingsurveyors.com

PROJECT NO: 20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

CENTER QUARTER CORNER, SECTION 3, T7N, R68W POINT OF COMMENCEMENT

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. 96058309



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

SHEET 4

PROPERTY DEPICTION

EXHIBIT A-11 (3 of 5)

S4 SW4 SEC. 1, T.3S., R.68W.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
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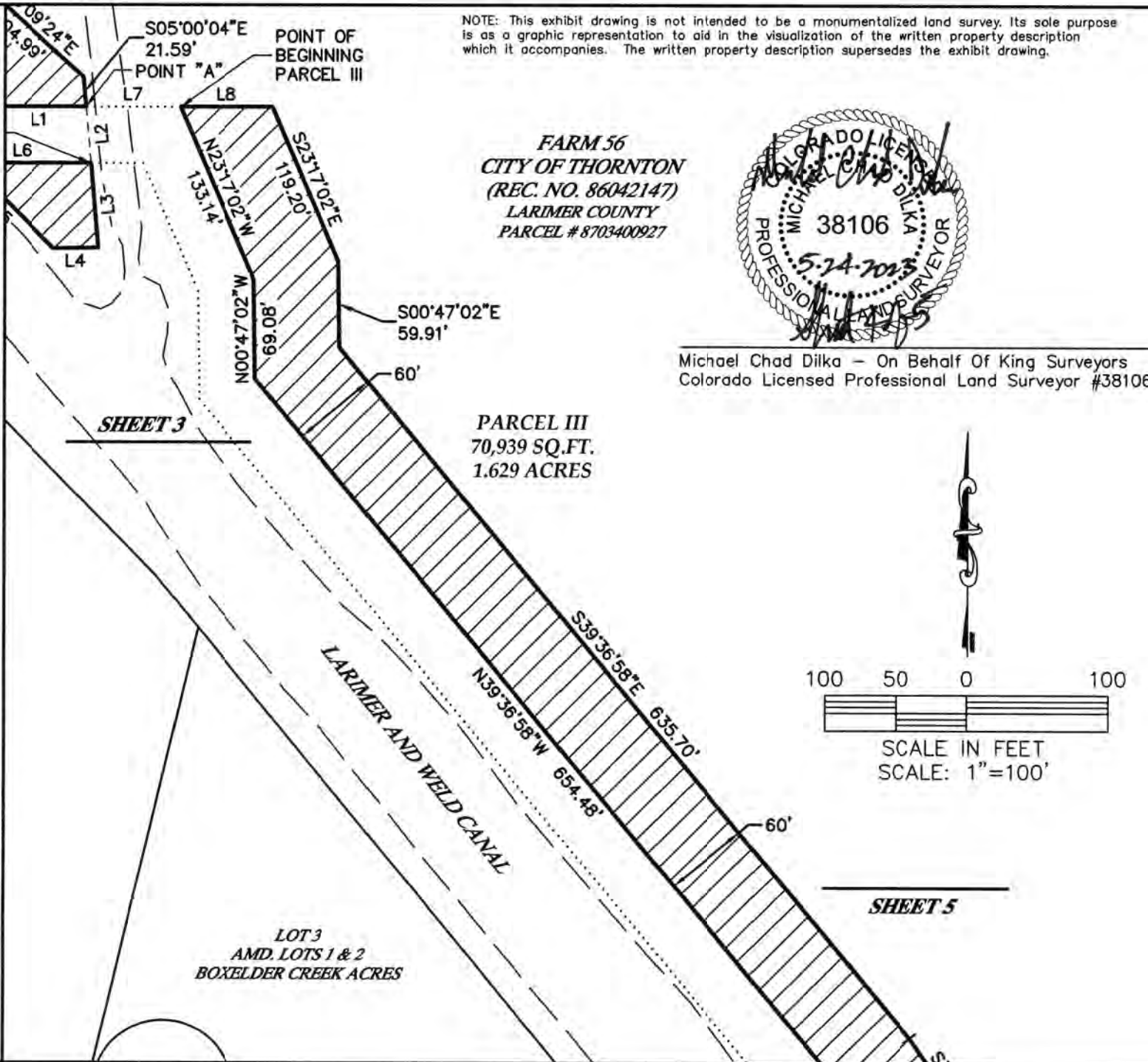
PROJECT NO: 20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

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.

FARM 56
CITY OF THORNTON
 (REC. NO. 86042147)
 LARIMER COUNTY
 PARCEL # 8703400927



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



PROPERTY DEPICTION

EXHIBIT A-11 (4 of 5)

S¼ SW¼ SEC. 1, T.3S., R.68W.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80350
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@Kingsurveyors.com

PROJECT NO: 20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	67.81'
L2	S05°00'04"E	40.15'
L3	S05°00'04"E	60.42'
L4	S89°12'58"W	31.78'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N44°44'58"W	85.36'
L6	N90°00'00"E	86.60'
L7	N90°00'00"E	66.98'
L8	N90°00'00"E	65.34'

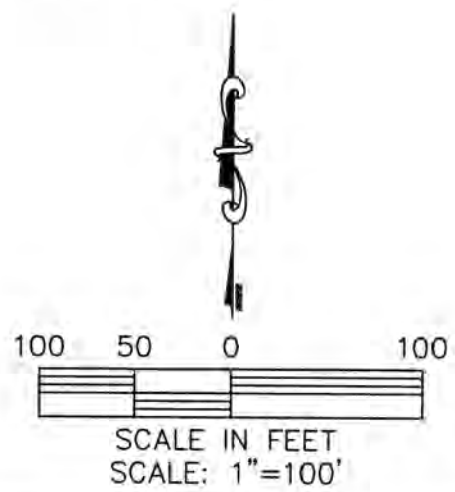
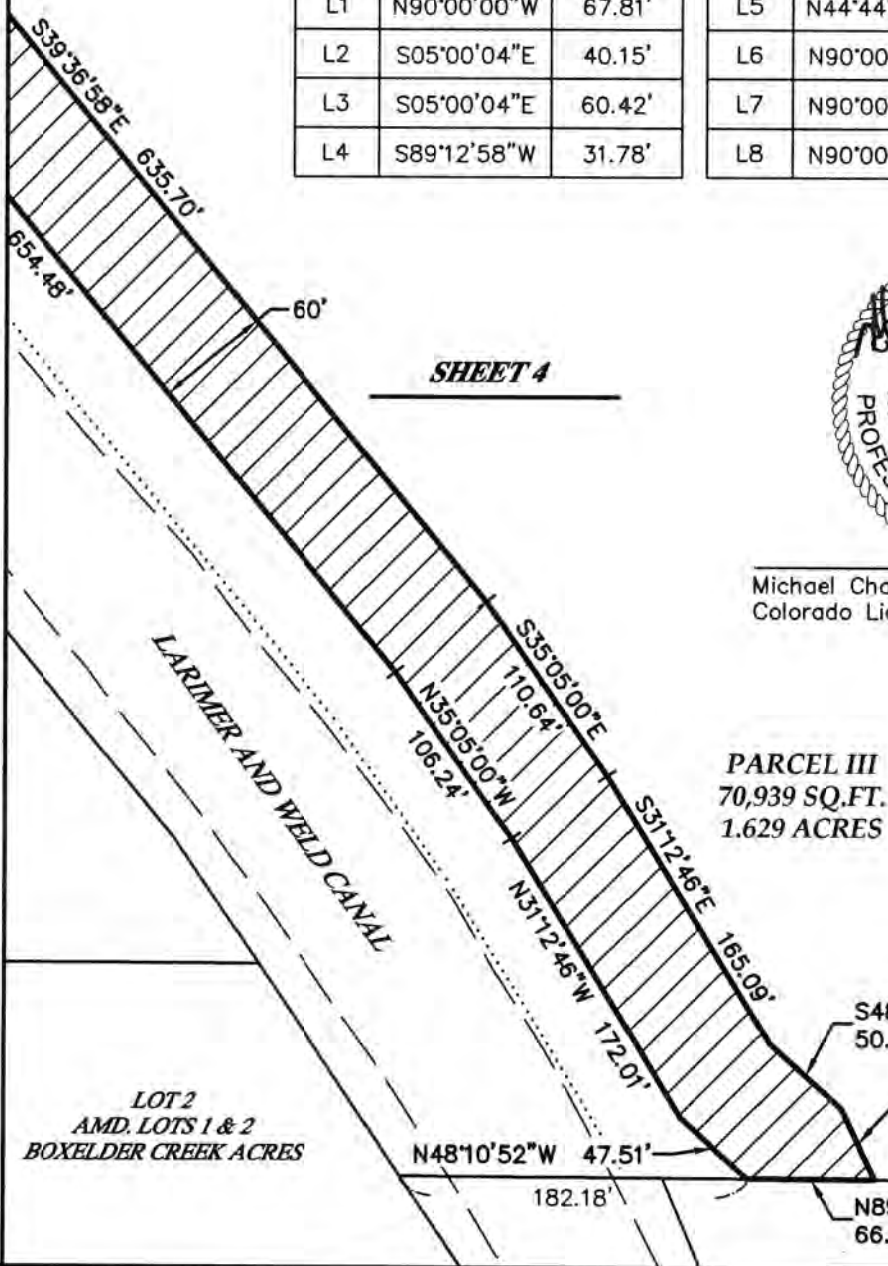
NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927



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

PARCEL III
70,939 SQ.FT.
1.629 ACRES



REC. NO. 20210096442

PROPERTY DEPICTION EXHIBIT A-11 (5 of 5) S4 SW4 SEC. 1, T.3S., R.68W.

EXHIBIT A-12
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, being part of that parcel of land described in that General Warranty Deed recorded October 19, 2021 as Reception No. 20210096442 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at the Southwest corner of that parcel of land described in said General Warranty Deed and assuming the South line of that parcel of land described in said General Warranty Deed, being coincident with a portion of the North line of *Amended Plat of a Portion of Tract A-1 of the Amended Waag Exemption, and a Portion of Tract 2 of the Boundary Line Adjustment Recorded at Reception No. 88019020*, recorded November 1, 2006 as Reception No. 2006-0082754 of the records of the Larimer County Clerk and Recorder, being monumentalized by a #4 rebar with an orange plastic cap stamped "LS23503" at both ends, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the South line of that parcel of land described in said General Warranty Deed a distance of 12.60 feet to the **POINT OF BEGINNING**;

THENCE North 26°13'18" West a distance of 203.41 feet to the Northwest corner of that parcel of land described in said General Warranty Deed;

THENCE South 89°45'29" East along the North line of that parcel of land described in said General Warranty Deed a distance of 44.50 feet;

THENCE South 25°40'52" East a distance of 202.47 feet to the South line of that parcel of land described in said General Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said General Warranty Deed a distance of 42.37 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 7,910 sq. ft. or 0.182 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 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.

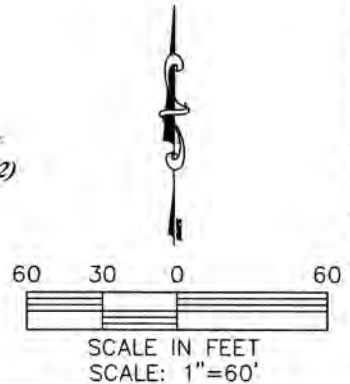
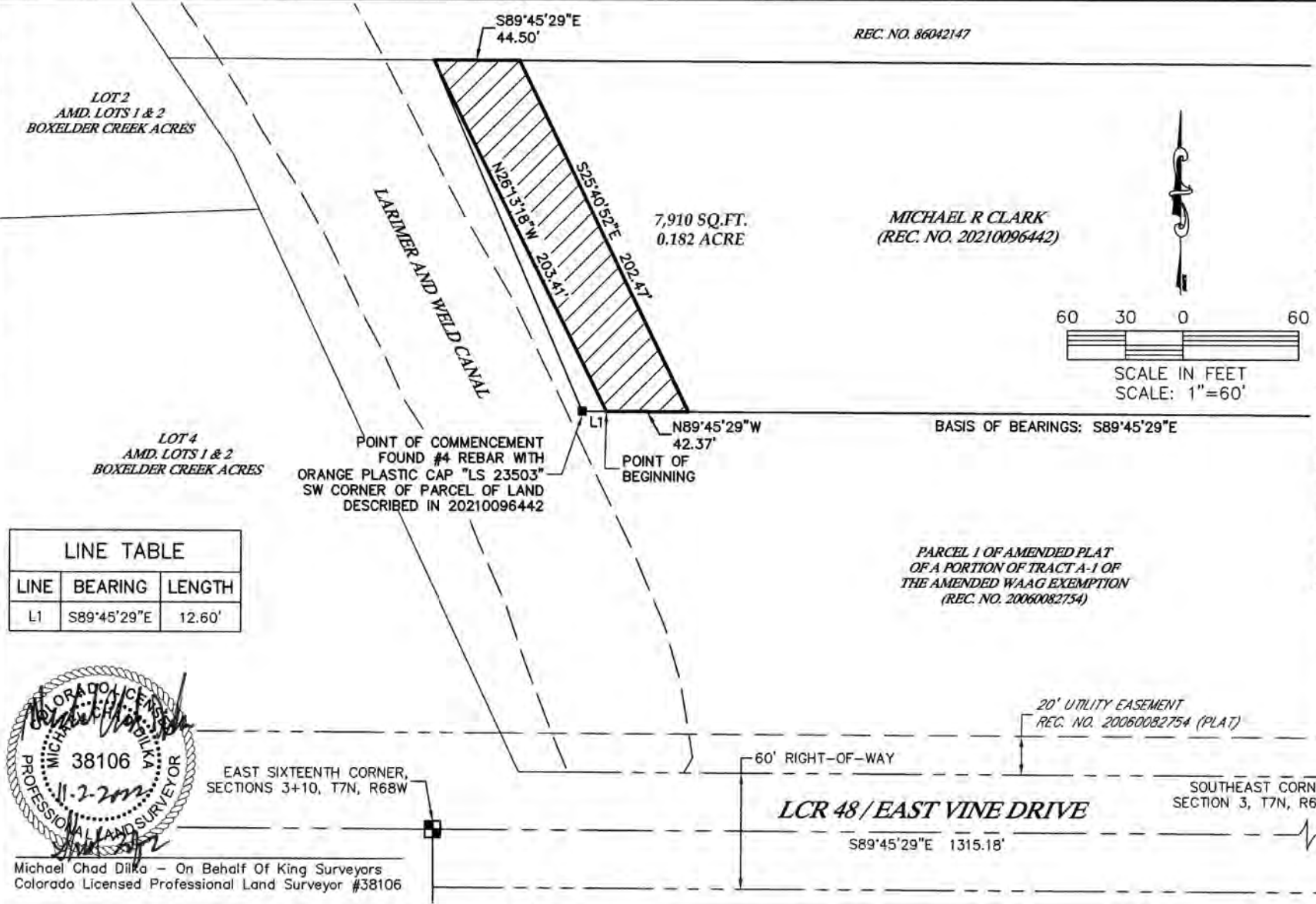


Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

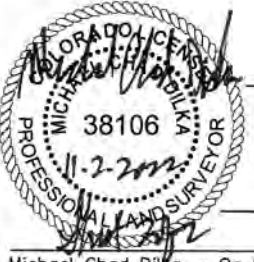
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

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.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°45'29"E	12.60'



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



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: 11/2/2022
 CLIENT: NWCWD
 DWG: ESMT-CLARK-PE
 DRAWN: SMF CHECKED: MCD

EXHIBIT A-13
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Sixty (60) feet in width along most of it's length, being part of that parcel of land described in that General Warranty Deed recorded October 19, 2021 as Reception No. 20210096442 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at the Southwest corner of that parcel of land described in said General Warranty Deed and assuming the South line of that parcel of land described in said General Warranty Deed, being coincident with a portion of the North line of *Amended Plat of a Portion of Tract A-1 of the Amended Waag Exemption, and a Portion of Tract 2 of the Boundary Line Adjustment Recorded at Reception No. 88019020*, recorded November 1, 2006 as Reception No. 2006-0082754 of the records of the Larimer County Clerk and Recorder, being monumentalized by a #4 rebar with an orange plastic cap stamped "LS23503" at both ends, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the South line of that parcel of land described in said General Warranty Deed a distance of 54.96 feet to the **POINT OF BEGINNING**;

THENCE North 25°40'52" West a distance of 202.47 feet to the North line of that parcel of land described in said General Warranty Deed;

THENCE South 89°45'29" East along the North line of that parcel of land described in said General Warranty Deed a distance of 66.71 feet;

THENCE South 25°40'52" East a distance of 187.11 feet;

THENCE South 00°14'31" West a distance of 8.58 feet;

THENCE South 25°59'05" East a distance of 5.83 feet to the South line of that parcel of land described in said General Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said General Warranty Deed a distance of 62.58 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 12,109 sq. ft. or 0.278 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 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
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JN: 20200030

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REC. NO. 86042147

LOT 2
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

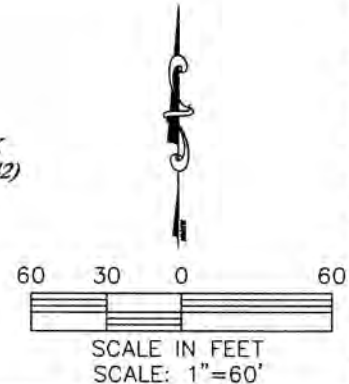
LOT 4
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

LARIMER AND WELD CANAL



12,109 SQ.FT.
0.278 ACRE

MICHAEL R CLARK
(REC. NO. 20210096442)



POINT OF COMMENCEMENT
FOUND #4 REBAR WITH
ORANGE PLASTIC CAP "LS 23503"
SW CORNER OF PARCEL OF LAND
DESCRIBED IN 20210096442

POINT OF
BEGINNING

BASIS OF BEARINGS: S89°45'29"E

PARCEL 1 OF AMENDED PLAT
OF A PORTION OF TRACT A-1 OF
THE AMENDED WAAG EXEMPTION
(REC. NO. 20060082754)

20' UTILITY EASEMENT
REC. NO. 20060082754 (PLAT)

60' RIGHT-OF-WAY

LCR 48 / EAST VINE DRIVE

EAST SIXTEENTH CORNER,
SECTIONS 3+10, T7N, R68W

SOUTHEAST CORNER,
SECTION 3, T7N, R68W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°45'29"E	54.96'
L2	S00°14'31"W	8.58'
L3	S25°59'05"E	5.83'



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



KING SURVEYORS

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PROJECT NO: 20200030
DATE: 11/2/2022
CLIENT: NWCWD
DWG: ESMT-CLARK-TCE
DRAWN: SMF CHECKED: MCD

EXHIBIT A-14
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width along most of it's length, being part of Parcel 1, *Amended Plat of a Portion of Tract A-1 of the Amended Waag Exemption, and a Portion of Tract 2 of the Boundary Line Adjustment Recorded at Reception No. 88019020*, recorded November 1, 2006 as Reception No. 2006-0082754 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at a Northerly corner of said Parcel 1, said point also being the Southwest corner of that parcel of land described in that General Warranty Deed recorded October 19, 2021 as Reception No. 20210096442 of the records of the Larimer County Clerk and Recorder, and assuming that portion of the North line of said Parcel 1 that is coincident with the South line of that parcel of land described in said General Warranty Deed, being monumentalized by a #4 rebar with an orange plastic cap stamped "LS23503" at both ends, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along said portion of the North line of said Parcel 1 a distance of 6.06 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°45'29" East along said portion of the North line of said Parcel 1 a distance of 48.90 feet;

THENCE South 00°14'31" West a distance of 8.74 feet;

THENCE South 25°59'05" East a distance of 46.67 feet;

THENCE South 23°07'42" East a distance of 59.81 feet;

THENCE South 15°43'29" East a distance of 64.89 feet;

THENCE South 13°13'56" East a distance of 19.62 feet to the North Right-of-way line of East Vine Drive, said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 3;

THENCE North 89°45'29" West along said North Right-of-way line a distance of 41.13 feet;

THENCE North 13°13'56" West a distance of 9.17 feet;

THENCE North 15°43'29" West a distance of 61.43 feet;

THENCE North 23°07'42" West a distance of 56.23 feet;

THENCE North 25°59'05" West a distance of 75.13 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 8,073 sq. ft. or 0.185 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 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



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 email: contact@KingSurveyors.com

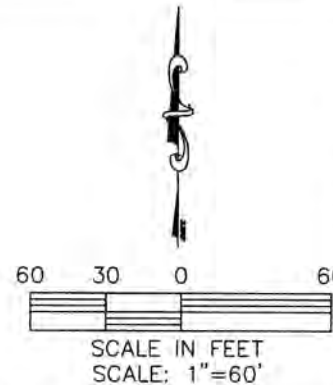
PROJECT NO: 20200030
 DATE: 11/2/2022
 CLIENT: NWCWD
 DWG: ESMT-SCHNEIDER-PE
 DRAWN: SMF CHECKED: MCD

LOT 2
 AMD. LOTS 1 & 2
 BOXELDER CREEK ACRES

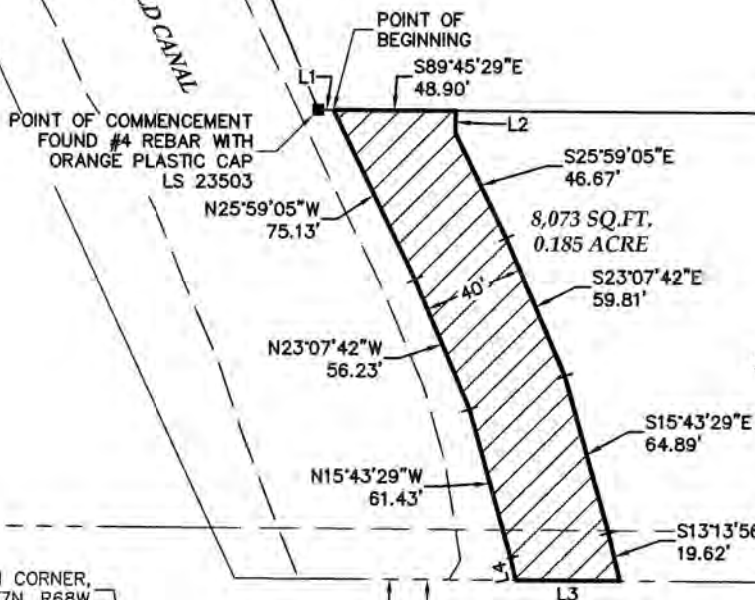
LOT 4
 AMD. LOTS 1 & 2
 BOXELDER CREEK ACRES

LARDNER AND WELD CANAL

REC. NO. 20210096442



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°45'29"E	6.06'
L2	S00°14'31"W	8.74'
L3	N89°45'29"W	41.13'
L4	N13°13'56"W	9.17'



BASIS OF BEARINGS: S89°45'29"E

JOYCE A. SCHNEIDER
 (REC. NO. 20080016261)
 PARCEL 1 OF AMENDED PLAT
 OF A PORTION OF TRACT A-1 OF
 THE AMENDED WAAG EXEMPTION
 (REC. NO. 20060082754)

20' UTILITY EASEMENT
 REC. NO. 20060082754 (PLAT)



EAST SIXTEENTH CORNER,
 SECTIONS 3+10, T7N, R68W

60' RIGHT-OF-WAY

LCR 48 / EAST VINE DRIVE

S89°45'29"E 1315.18'

SOUTHEAST CORNER,
 SECTION 3, T7N, R68W

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.

EXHIBIT A-15
(1 of 3)
PROPERTY DESCRIPTION

West Parcel

A strip of land, being part of Parcel 1, *Amended Plat of a Portion of Tract A-1 of the Amended Waag Exemption, and a Portion of Tract 2 of the Boundary Line Adjustment Recorded at Reception No. 88019020*, recorded November 1, 2006 as Reception No. 2006-0082754 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:

COMMENCING at a Northerly corner of said Parcel 1, said point also being the Southwest corner of that parcel of land described in that General Warranty Deed recorded October 19, 2021 as Reception No. 20210096442 of the records of the Larimer County Clerk and Recorder, and assuming that portion of the North line of said Parcel 1 that is coincident with the South line of that parcel of land described in said General Warranty Deed, being monumentalized by a #4 rebar with an orange plastic cap stamped "LS23503" at both ends, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along said portion of the North line of said Parcel 1 a distance of 6.06 feet;

THENCE South 25°59'05" East a distance of 75.13 feet;

THENCE South 23°07'42" East a distance of 56.23 feet to the **POINT OF BEGINNING**;

THENCE South 15°43'29" East a distance of 61.43 feet;

THENCE South 13°13'56" East a distance of 9.17 feet to the North Right-of-way line of East Vine Drive, said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 3;

THENCE North 89°45'29" West along said North Right-of-way line a distance of 14.40 feet;

THENCE North 15°30'57" West a distance of 65.85 feet;

THENCE North 71°06'04" East a distance of 14.02 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 962 sq. ft. or 0.022 acre, 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.

East Parcel

A strip of land, Sixty (60) feet in width for most of it's length, being part of Parcel 1, *Amended Plat of a Portion of Tract A-1 of the Amended Waag Exemption, and a Portion of Tract 2 of the Boundary Line Adjustment Recorded at Reception No. 88019020*, recorded November 1, 2006 as Reception No. 2006-0082754 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), 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:



EXHIBIT A-15
(2 of 3)
PROPERTY DESCRIPTION

COMMENCING at a Northerly corner of said Parcel 1, said point also being the Southwest corner of that parcel of land described in that General Warranty Deed recorded October 19, 2021 as Reception No. 20210096442 of the records of the Larimer County Clerk and Recorder, and assuming that portion of the North line of said Parcel 1 that is coincident with the South line of that parcel of land described in said General Warranty Deed, being monumentalized by a #4 rebar with an orange plastic cap stamped "LS23503" at both ends, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along said portion of the North line of said Parcel 1 a distance of 54.96 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°45'29" East along said portion of the North line of said Parcel 1 a distance of 62.58 feet;

THENCE South 25°59'05" East a distance of 28.36 feet;

THENCE South 23°07'42" East a distance of 65.19 feet;

THENCE South 15°43'29" East a distance of 70.07 feet;

THENCE South 13°13'56" East a distance of 35.30 feet to the North Right-of-way line of East Vine Drive, said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 3;

THENCE North 89°45'29" West along said North Right-of-way line a distance of 61.70 feet;

THENCE North 13°13'56" West a distance of 19.62 feet;

THENCE North 15°43'29" West a distance of 64.89 feet;

THENCE North 23°07'42" West a distance of 59.81 feet;

THENCE North 25°59'05" West a distance of 46.67 feet;

THENCE North 00°14'31" East a distance of 8.74 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 11,971 sq. ft. or 0.275 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 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

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(970) 686-5011

JN: 20200030



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 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 11/2/2022
 CLIENT: NWCWD
 DWG: ESMT-SCHNEIDER-TCE
 DRAWN: SMF CHECKED: MCD

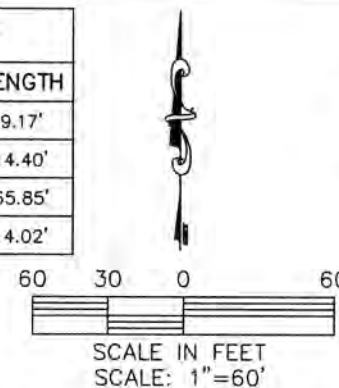
LOT 2
 AMD. LOTS 1 & 2
 BOXELDER CREEK ACRES

LOT 4
 AMD. LOTS 1 & 2
 BOXELDER CREEK ACRES

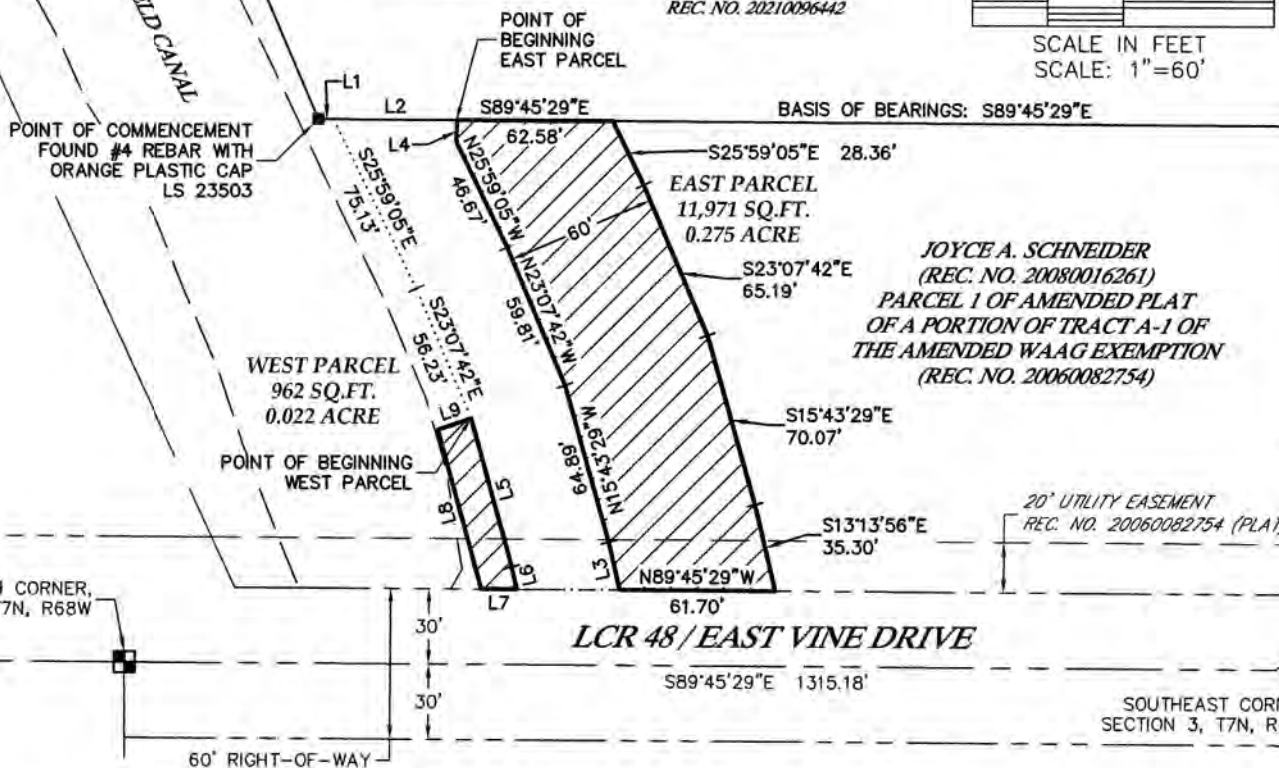
LARMER AND WELD CANAL

LINE	BEARING	LENGTH
L1	S89°45'29"E	6.06'
L2	S89°45'29"E	48.90'
L3	N13°13'56"W	19.62'
L4	N00°14'31"E	8.74'
L5	S15°43'29"E	61.43'

LINE	BEARING	LENGTH
L6	S13°13'56"E	9.17'
L7	N89°45'29"W	14.40'
L8	N15°30'57"W	65.85'
L9	N71°06'04"E	14.02'



REC. NO. 20210096442



JOYCE A. SCHNEIDER
 (REC. NO. 20080016261)
 PARCEL 1 OF AMENDED PLAT
 OF A PORTION OF TRACT A-1 OF
 THE AMENDED WAAG EXEMPTION
 (REC. NO. 20060082754)

20' UTILITY EASEMENT
 REC. NO. 20060082754 (PLAT)



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.

EXHIBIT A-16
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of the East Half (E1/2) of Section Ten (10), 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, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 185.23 feet;
THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING** of said centerline;

THENCE continuing South 19°32'12" East a distance of 158.42 feet;
THENCE South 14°01'59" East a distance of 105.96 feet;
THENCE South 09°46'41" East a distance of 273.86 feet;
THENCE South 06°03'20" East a distance of 155.21 feet;
THENCE South 03°30'54" East a distance of 295.71 feet;
THENCE South 01°04'17" East a distance of 244.12 feet;
THENCE South 20°58'05" West a distance of 179.12 feet;
THENCE South 34°42'02" West a distance of 112.96 feet;
THENCE South 24°09'28" West a distance of 176.96 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the East, a distance of 100.00 feet to a Point of Tangency (PT), said curve having a radius of 280.00 feet, a central angle of 20°27'42" and a long chord bearing South 13°55'37" West a distance of 99.46 feet;
THENCE South 03°41'45" West a distance of 89.78 to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northeast, a distance of 323.04 feet to a Point of Tangency (PT), said curve having a radius of 405.00 feet, a central angle of 45°42'00" and a long chord bearing South 19°09'15" East a distance of 314.54 feet;
THENCE South 42°00'15" East a distance of 33.54 feet;
THENCE South 46°03'29" East a distance of 95.19 feet;
THENCE South 48°56'17" East a distance of 198.62 feet;
THENCE South 47°23'50" East a distance of 302.15 feet;
THENCE South 45°23'55" East a distance of 98.50 feet;
THENCE South 89°25'45" East a distance of 516.99 feet to a point being Twenty (20) feet, as measured at a right angle, West of the West Right-of-way line of Larimer County Road 5, said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 10;



EXHIBIT A-16
(2 of 4)
PROPERTY DESCRIPTION

THENCE North 00°23'12" West along a line being Twenty (20) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 60.01 feet to the **POINT OF TERMINATION** of said centerline, said point bearing North 36°26'53" West a distance of 84.94 feet from the East Quarter (E1/4) corner of said Section 10;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and curves and so as to terminate on said South Right-of-way line of East Vine Street near the point of beginning and on a line that bears South 89°25'45" East near the point of termination.

Said described strip of land contains 140,805 sq. ft. or 3.232 acres, more or less (±), 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

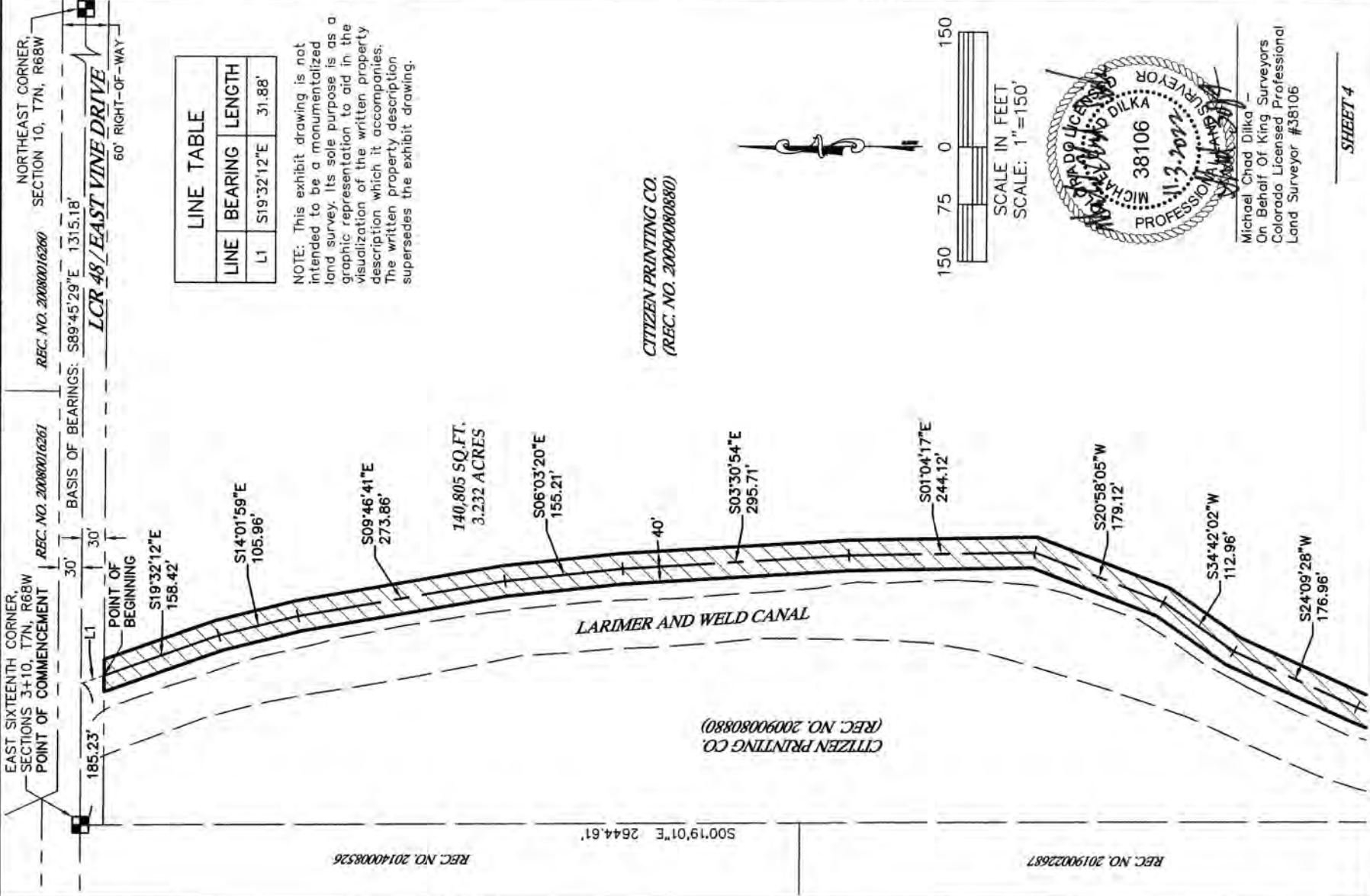
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

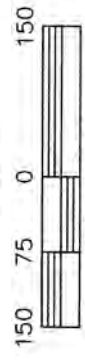


LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°32'12"E	31.88'

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.

CITIZEN PRINTING CO.
(REC. NO. 20090080880)

CITIZEN PRINTING CO.
(REC. NO. 20090080880)



SCALE IN FEET
SCALE: 1"=150'



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

SHEET 4



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: 11/3/2022
CLIENT: NWCWD
DWG: ESMT - CITIZEN PRINTING - PE
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: 202000030
 DATE: 11/3/2022
 CLIENT: NWCWD
 DWG: ESMT - CITIZEN PRINTING - PE
 DRAWN: SMF CHECKED: MCD



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.

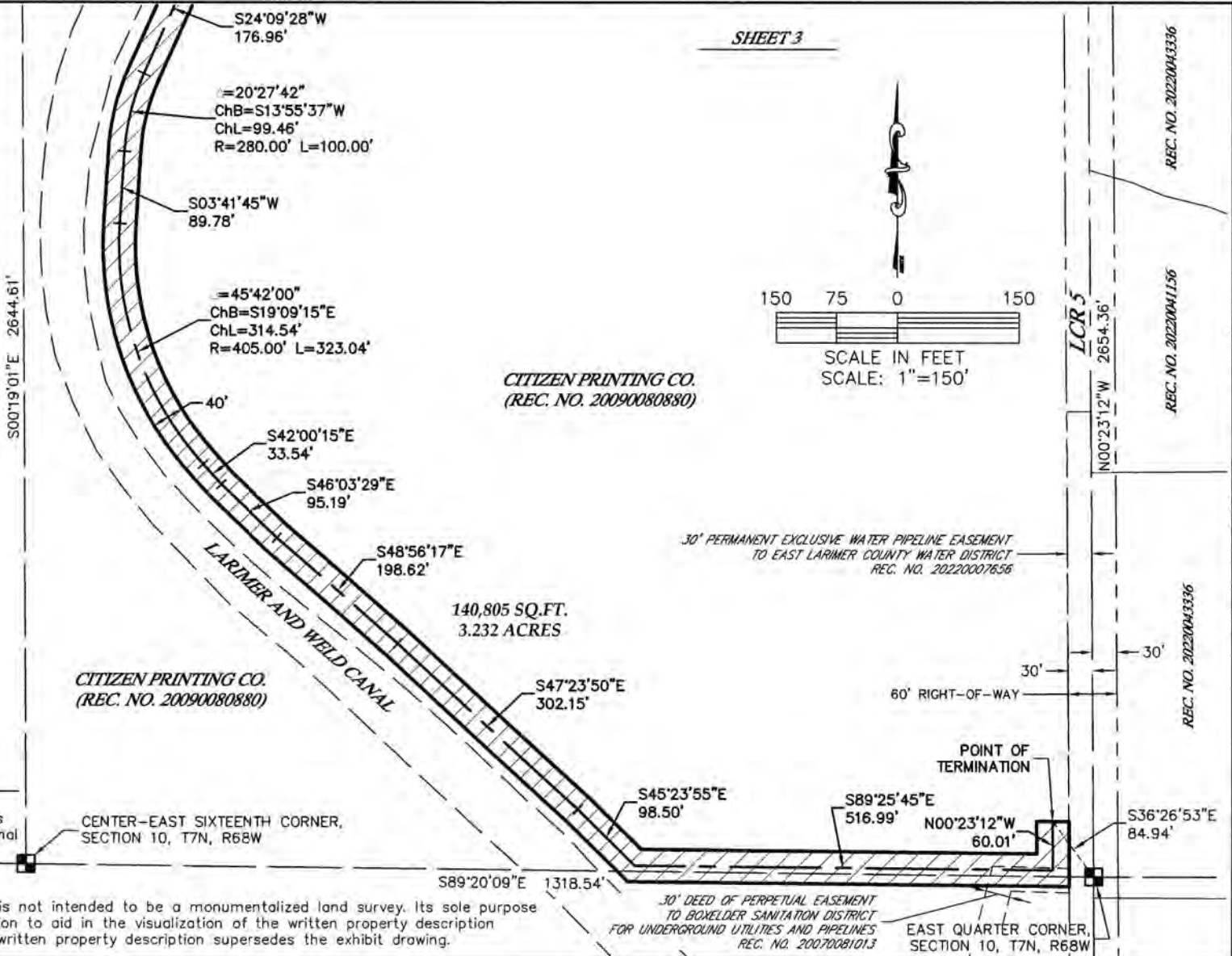


EXHIBIT A-17
(1 of 4)
PROPERTY DESCRIPTION

West Parcel

A strip of land, Fourteen (14) feet in width, being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Ten (10), 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:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 163.97 feet;

THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING**;

THENCE continuing South 19°32'12" East a distance of 59.97 feet;

THENCE South 70°27'48" West a distance of 14.00 feet;

THENCE North 19°32'12" West a distance of 65.00 feet to said South Right-of-way line;

THENCE South 89°45'29" East along said South Right-of-way line a distance of 14.88 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 875 sq. ft. or 0.020 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 strip of land.

East Parcel

A strip of land, Sixty (60) feet in width for most of it's length, being part of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Ten (10), 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:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 270.24 feet;

THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING**;

THENCE continuing South 19°32'12" East a distance of 133.49 feet;

THENCE South 14°01'59" East a distance of 112.78 feet;

THENCE South 09°46'41" East a distance of 279.43 feet;

THENCE South 06°03'20" East a distance of 159.59 feet;

THENCE South 03°30'54" East a distance of 299.19 feet;

THENCE South 01°04'17" East a distance of 261.41 feet;

THENCE South 20°58'05" West a distance of 204.33 feet;

THENCE South 34°42'02" West a distance of 115.21 feet;

THENCE South 24°09'28" West a distance of 169.58 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the East, a distance of 71.43 feet to a Point of Tangency (PT), said curve having a radius of 200.00 feet, a central angle of 20°27'42" and a long chord bearing South 13°55'37" West a distance of 71.05 feet;



EXHIBIT A-17
(2 of 4)
PROPERTY DESCRIPTION

THENCE South 03°41'45" West a distance of 89.78 to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northeast, a distance of 259.23 feet to a Point of Tangency (PT), said curve having a radius of 325.00 feet, a central angle of 45°42'00" and a long chord bearing South 19°09'15" East a distance of 252.41 feet;
THENCE South 42°00'15" East a distance of 30.70 feet;
THENCE South 46°03'29" East a distance of 90.35 feet;
THENCE South 48°56'17" East a distance of 197.68 feet;
THENCE South 47°23'50" East a distance of 304.62 feet;
THENCE South 45°23'55" East a distance of 67.55 feet;
THENCE South 89°25'45" East a distance of 503.31 feet to the West Right-of-way line of Larimer County Road 5, said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 10;
THENCE South 00°23'12" East along said West Right-of-way line a distance of 20.00 feet;
THENCE North 89°25'45" West a distance of 40.01 feet a point being Forty (40) feet, as measured at a right angle, West of said West Right-of-way line;
THENCE South 00°23'12" East along a line being Forty (40) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 40.01 feet;
THENCE North 89°25'45" West a distance of 488.57 feet;
THENCE North 45°23'55" West a distance of 90.76 feet;
THENCE North 47°23'50" West a distance of 302.76 feet;
THENCE North 48°56'17" West a distance of 198.38 feet;
THENCE North 46°03'29" West a distance of 93.98 feet;
THENCE North 42°00'15" West a distance of 32.83 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northeast, a distance of 307.08 feet to a Point of Tangency (PT), said curve having a radius of 385.00 feet, a central angle of 45°42'00" and a long chord bearing North 19°09'15" West a distance of 299.01 feet;
THENCE North 03°41'45" East a distance of 89.78 to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the East, a distance of 92.85 feet to a Point of Tangency (PT), said curve having a radius of 260.00 feet, a central angle of 20°27'42" and a long chord bearing North 13°55'37" East a distance of 92.36 feet;
THENCE North 24°09'28" East a distance of 175.12 feet;
THENCE North 34°42'02" East a distance of 113.52 feet;
THENCE North 20°58'05" East a distance of 185.42 feet;
THENCE North 01°04'17" West a distance of 248.44 feet;
THENCE North 03°30'54" West a distance of 296.58 feet;
THENCE North 06°03'20" West a distance of 156.31 feet;
THENCE North 09°46'41" West a distance of 275.26 feet;
THENCE North 14°01'59" West a distance of 107.67 feet;
THENCE North 19°32'12" West a distance of 152.19 feet to said South Right-of-way line;
THENCE South 89°45'29" East along said South Right-of-way line a distance of 63.76 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 202.315 sq. ft. or 4.645 acres, more or less (+), 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



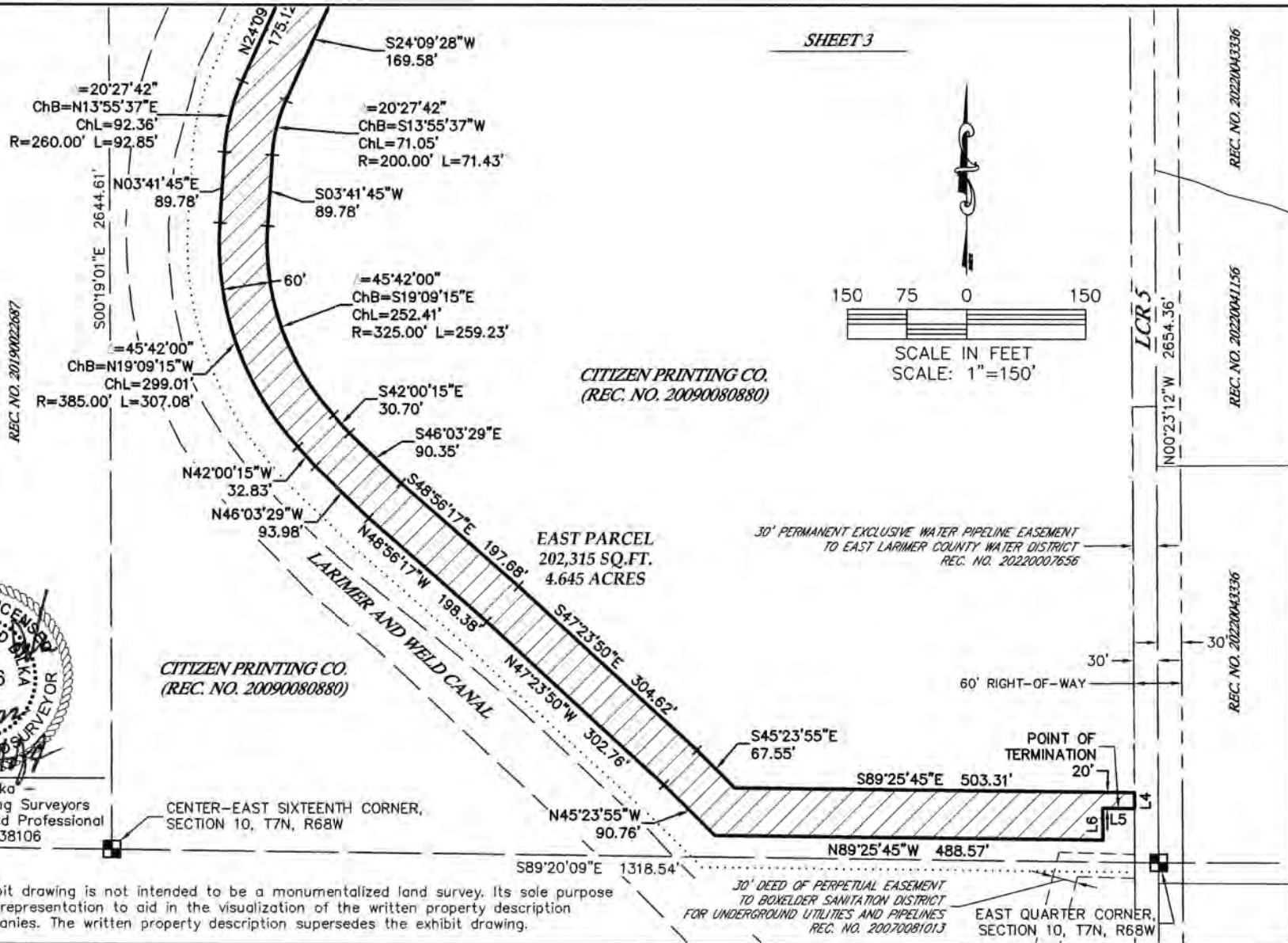
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO.: 202200030
 DATE: 11/3/2022
 CLIENT: NWCWD
 DWG: ESMT-CITIZEN PRINTING-TCE
 DRAWN: SMF CHECKED: MCD

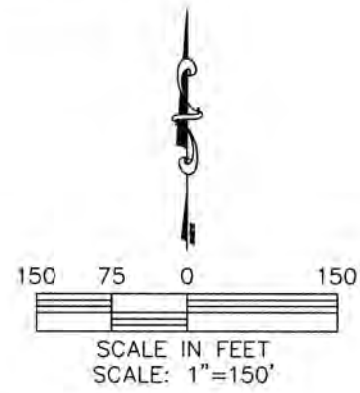


Michael Chad Dilka
 On Behalf Of King Surveyors
 Colorado Licensed Professional
 Land Surveyor #38106

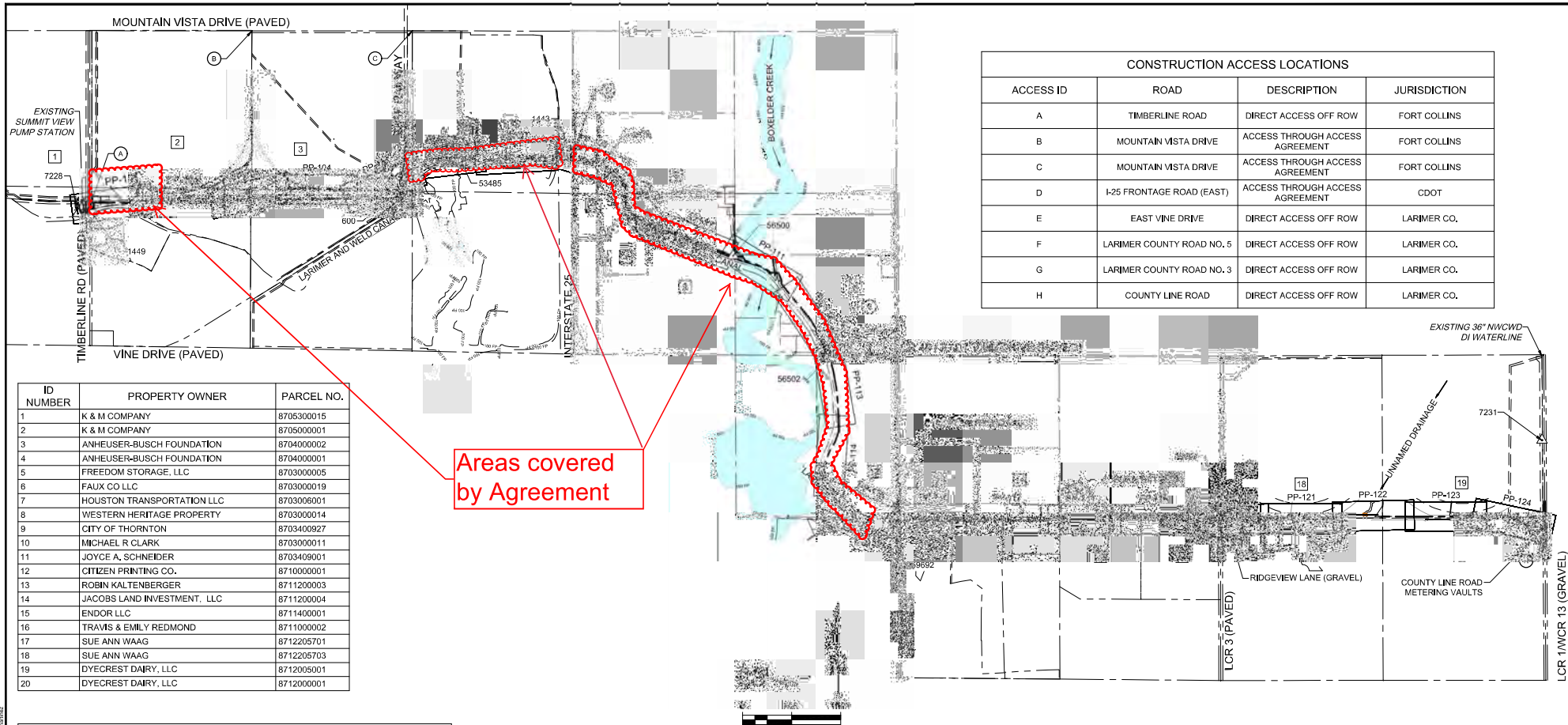
NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



SHEET 3



PROPERTY DEPICTION
EXHIBIT A-17 (4 of 4)
 NE1/4 SEC. 10, T7N, R68W



CONSTRUCTION ACCESS LOCATIONS			
ACCESS ID	ROAD	DESCRIPTION	JURISDICTION
A	TIMBERLINE ROAD	DIRECT ACCESS OFF ROW	FORT COLLINS
B	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
C	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
D	I-25 FRONTAGE ROAD (EAST)	ACCESS THROUGH ACCESS AGREEMENT	CDOT
E	EAST VINE DRIVE	DIRECT ACCESS OFF ROW	LARIMER CO.
F	LARIMER COUNTY ROAD NO. 5	DIRECT ACCESS OFF ROW	LARIMER CO.
G	LARIMER COUNTY ROAD NO. 3	DIRECT ACCESS OFF ROW	LARIMER CO.
H	COUNTY LINE ROAD	DIRECT ACCESS OFF ROW	LARIMER CO.

ID NUMBER	PROPERTY OWNER	PARCEL NO.
1	K & M COMPANY	8705300015
2	K & M COMPANY	8705000001
3	ANHEUSER-BUSCH FOUNDATION	8704000002
4	ANHEUSER-BUSCH FOUNDATION	8704000001
5	FREEDOM STORAGE, LLC	8703000005
6	FAUX CO LLC	8703000019
7	HOUSTON TRANSPORTATION LLC	8703000001
8	WESTERN HERITAGE PROPERTY	8703000014
9	CITY OF THORNTON	8703400927
10	MICHAEL R CLARK	8703000011
11	JOYCE A. SCHNEIDER	8703409001
12	CITIZEN PRINTING CO.	8710000001
13	ROBIN KALTENBERGER	8711200003
14	JACOBS LAND INVESTMENT, LLC	8711200004
15	ENDOR LLC	8711400001
16	TRAVIS & EMILY REDMOND	8711000002
17	SUE ANN WAAG	8712205701
18	SUE ANN WAAG	8712205703
19	DYECREST DAIRY, LLC	8712005001
20	DYECREST DAIRY, LLC	8712000001

Areas covered by Agreement

CONTROL POINTS TABLE				
PNT#	POINT ID	NORTHING	EASTING	ELEVATION (FT)
600	CP-MOUND	1463033.52	3136249.09	4991.00
1443	CITY OF FT COLLINS BENCHMARK "39-01"	1463746.13	3139402.45	4984.80
1449	CITY OF FT COLLINS BENCHMARK "92-3"	1462896.21	3131569.26	4988.87
6478	CP-FARM	1463691.25	3139827.58	4981.08
7228	CP-H20	1462900.36	3131326.86	4963.12
7231	CP-ROOSTER	1459205.68	3155188.91	5051.24
53485	CP-OUTFALL	1463761.65	3137570.35	4983.54
95500	CP-RB1	1462217.10	3142011.55	4978.59
56502	CP-CROP	1460533.61	3145631.80	4977.42
59692	CP-OWL	1457962.79	3136249.09	4973.03
59694	CP-HAWK	1456255.39	3136249.09	4972.59

PROJECT CONTROL INFORMATION
 PROJECT IS IN MODIFIED COLORADO NORTH ZONE 0501 SPCS NAD 82 (2011) COORDINATES. TO REDUCE TO STATE PLANE SCALE XY ONLY WITH COMBINED SCALE FACTOR 0.99973332 (INVERSE IS 1.00026675) ABOUT BASEPOINT 0.0.

LEGEND

- FLOODPLAIN
- PROPERTY LINE
- PIPELINE
- PROPERTY NUMBER
- SITE ACCESS LOCATION NUMBER
- SURVEY CONTROL POINT

100% Plans

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE
PROJECT PHASE 3
WORK PACKAGE NO. 2

SHEET INDEX, PROPERTY OWNERS, ACCESS LOCATIONS, AND SURVEY CONTROL

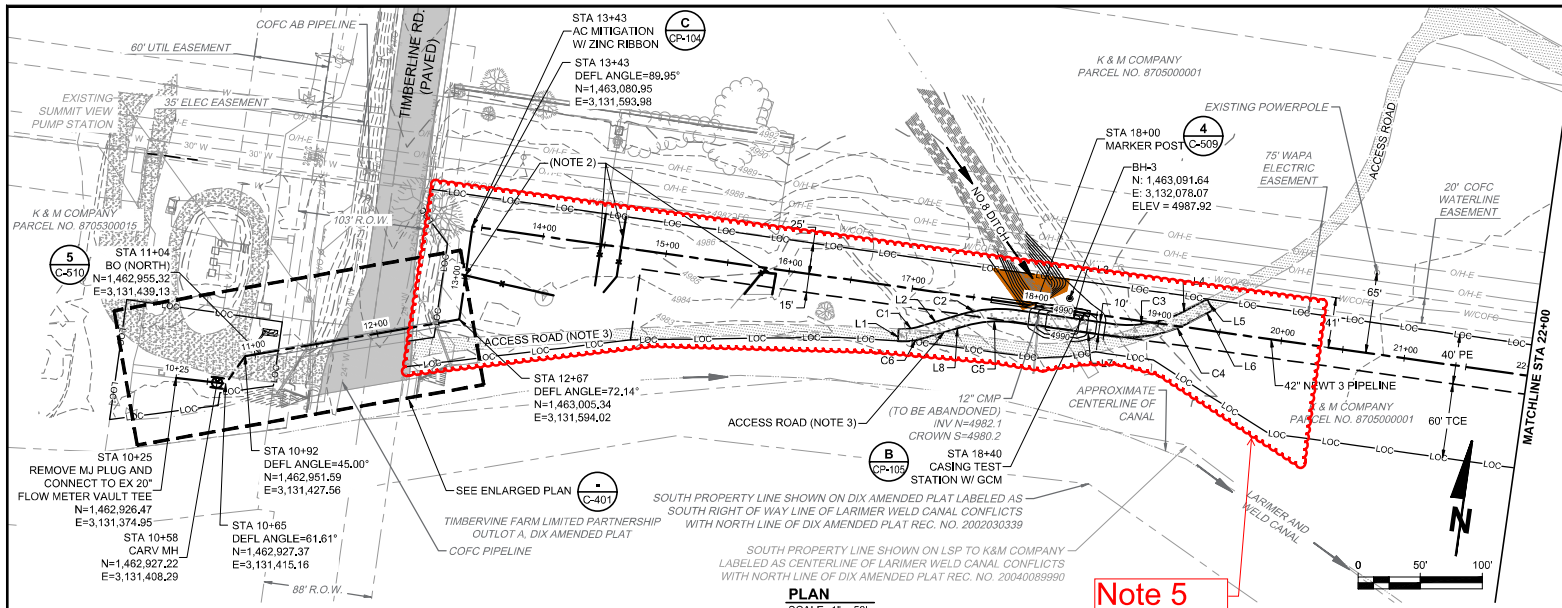
PROJECT:	171016.13
DRAWN BY:	L MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	5 OF 100
DRAWING:	G-101

DATE: Jun 28, 2023, 5:03pm
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 (303) 997-9235
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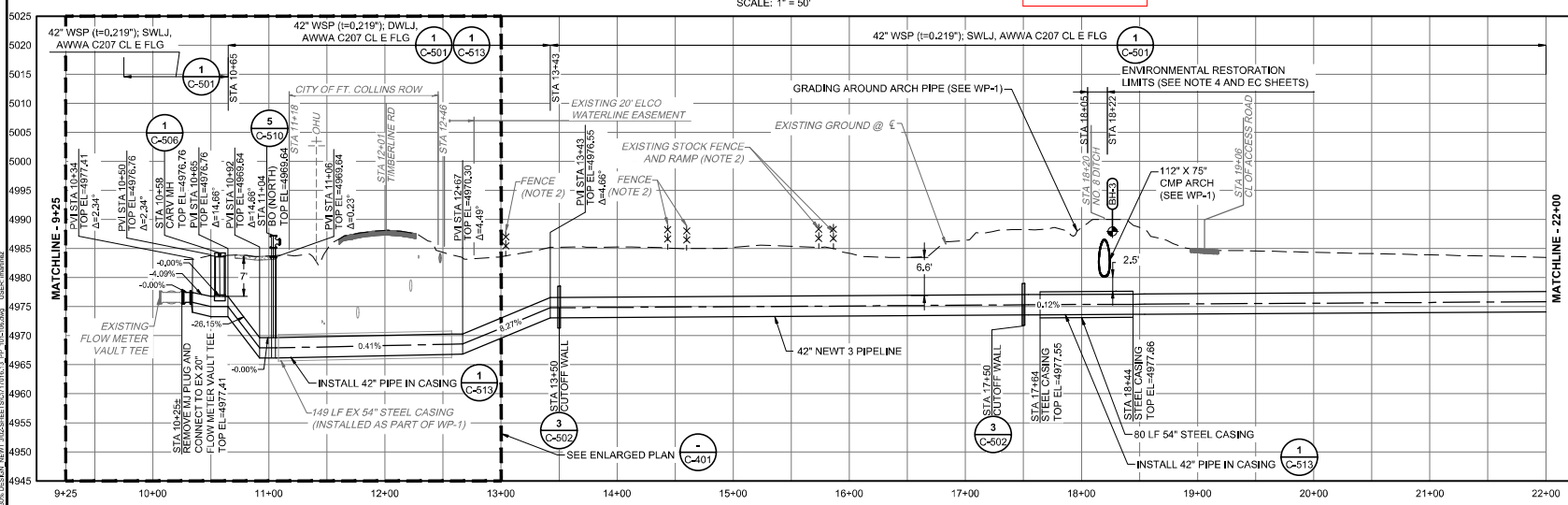


REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



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.



5. Clouded area depicts Agreement area except the No. 8 Ditch crossing (covered by separate agreement).

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

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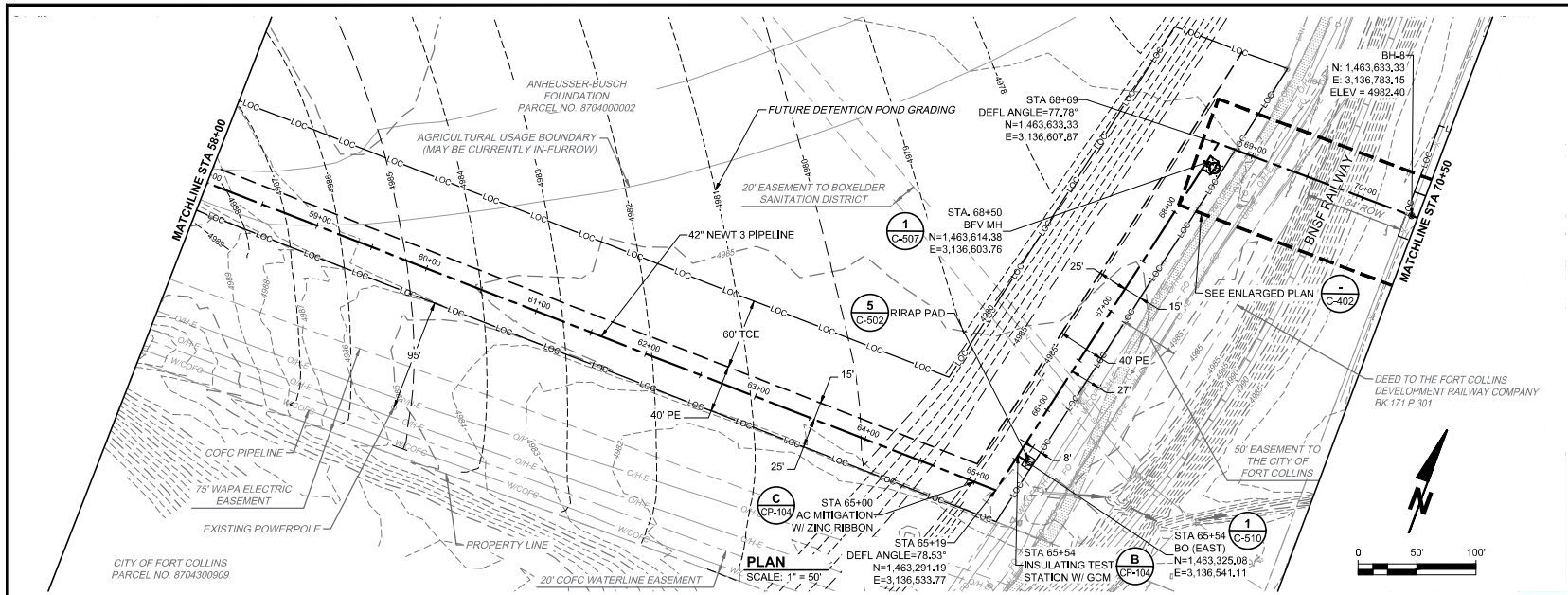
100% Plans

FINAL FOR CONSTRUCTION
JUNE 28, 2023

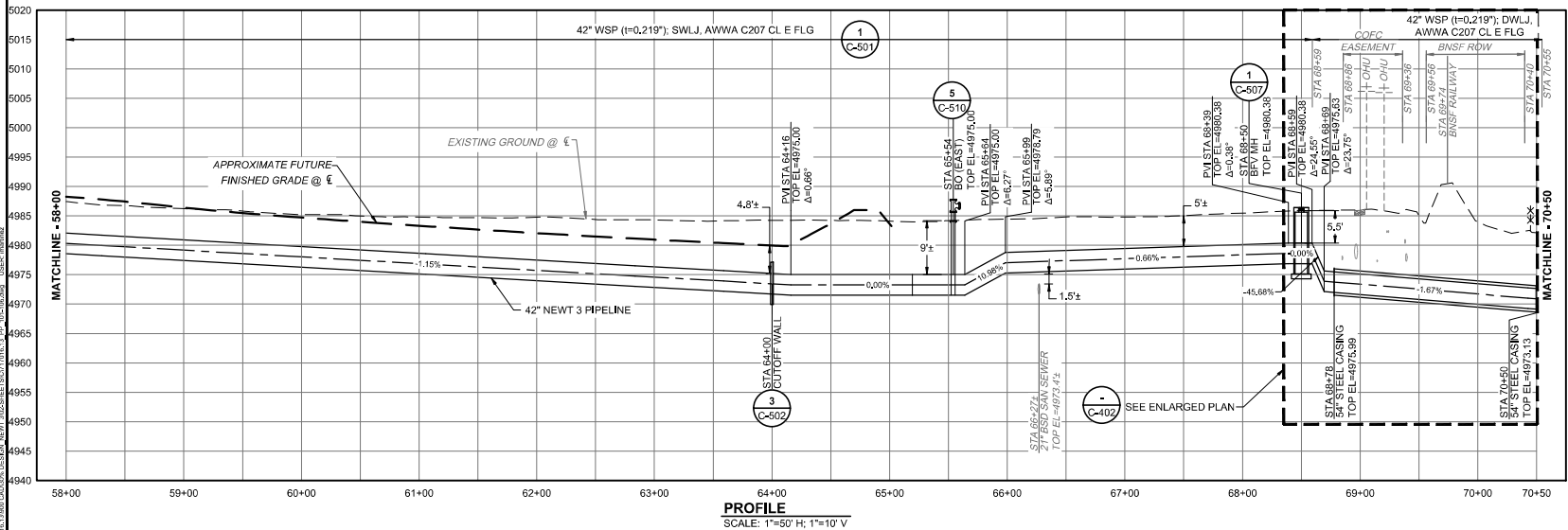
NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PROJECT: 171016.13
DRAWN BY: L MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET 9 OF 10B
DRAWING: PP-101

CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.

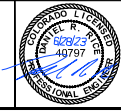


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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

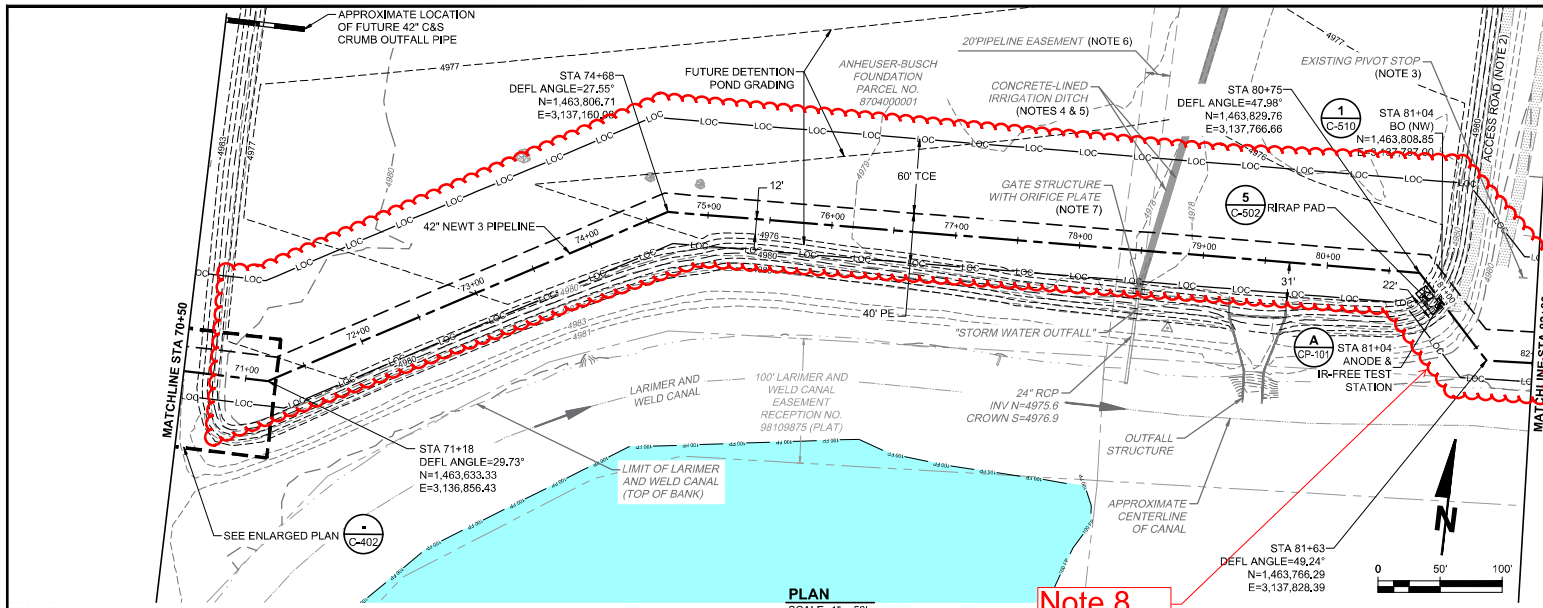
FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

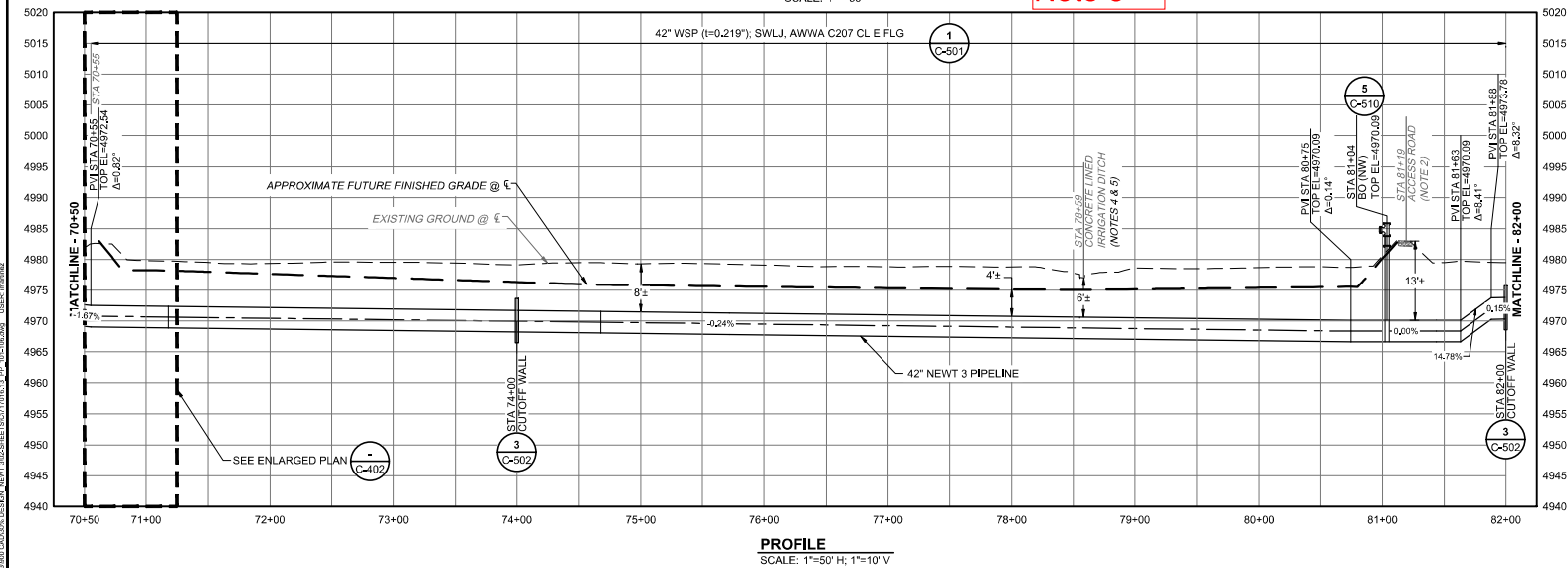
PLAN AND PROFILE STA 58+00 TO STA 70+50

PROJECT:	171016.13
DRAWN BY:	L. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	13 OF 100
DRAWING:	PP-105



NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 - CONTRACTOR TO COORDINATE WITH PROPERTY OWNER ON AGRICULTURAL OPERATIONS AND THE REMOVAL/REPLACEMENT OF THE PIVOT STOP.
 - CONTRACTOR TO REPLACE EXISTING CONCRETE-LINED DITCH TO MATCH.
 - CONTRACTOR TO COORDINATE WITH PROPERTY OWNER TO DETERMINE IF BYPASS FLOW ARRANGEMENTS ARE NEEDED.
 - NO INFORMATION WAS OBTAINED ON A PIPELINE WITHIN THIS EASEMENT.
 - PROTECT STRUCTURE IN PLACE.
8. Clouded area depicts Agreement area.

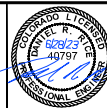


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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

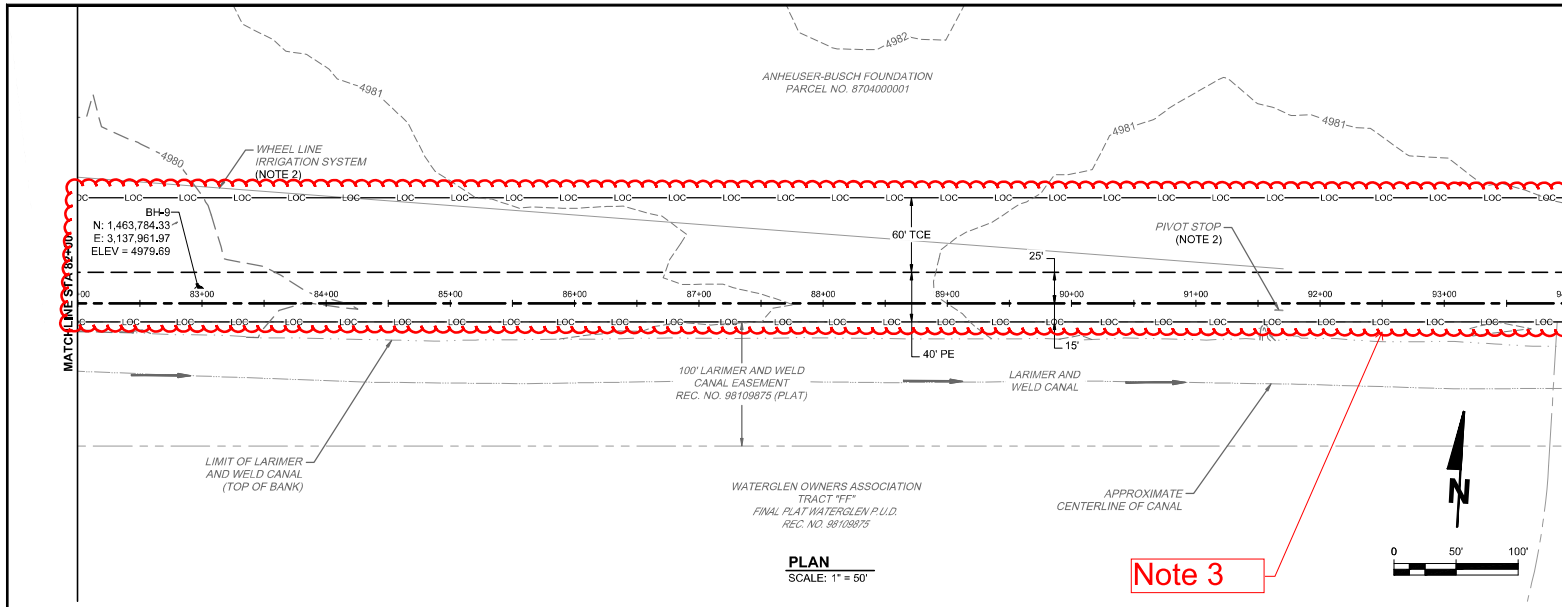
FINAL FOR CONSTRUCTION
JUNE 28, 2023



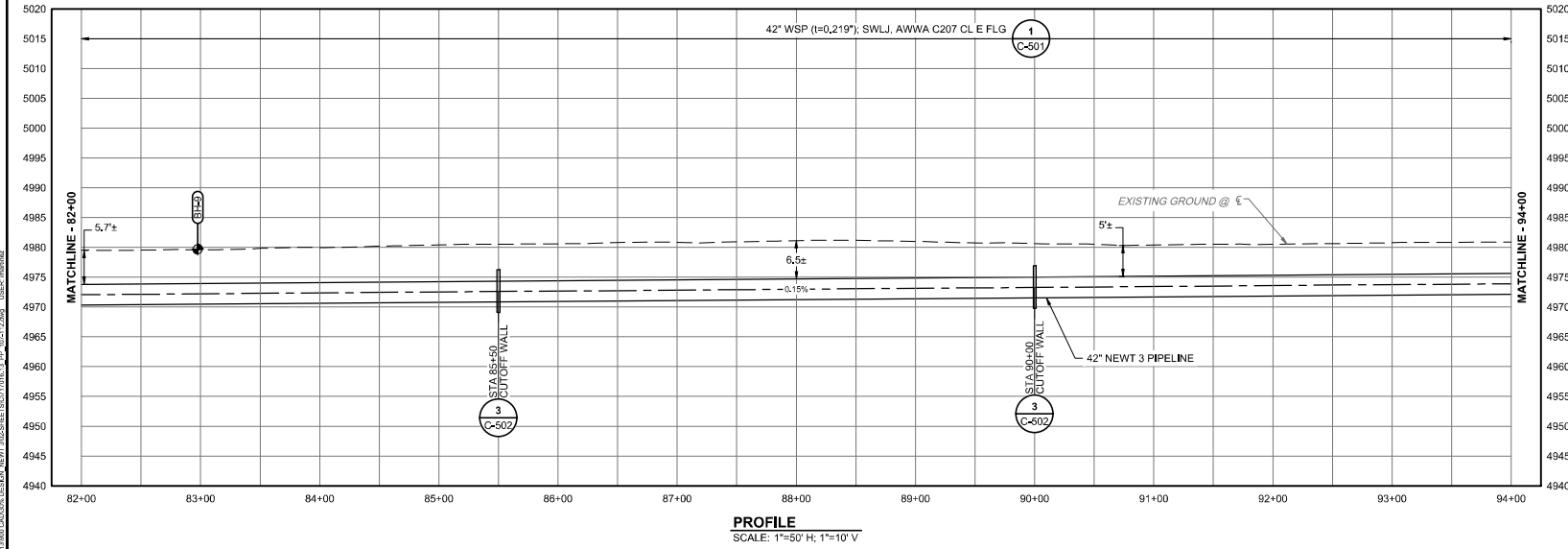
NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 70+50 TO STA 82+00

PROJECT: 171016.13
DRAWN BY: L. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET 14 OF 109
DRAWING: PP-106



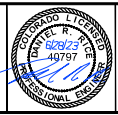
- NOTES:**
1. SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 2. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER ON AGRICULTURAL OPERATIONS AND THE REMOVAL/REPLACEMENT OF THE PIVOT.
 3. Clouded area depicts Agreement area.



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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

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JUNE 28, 2023

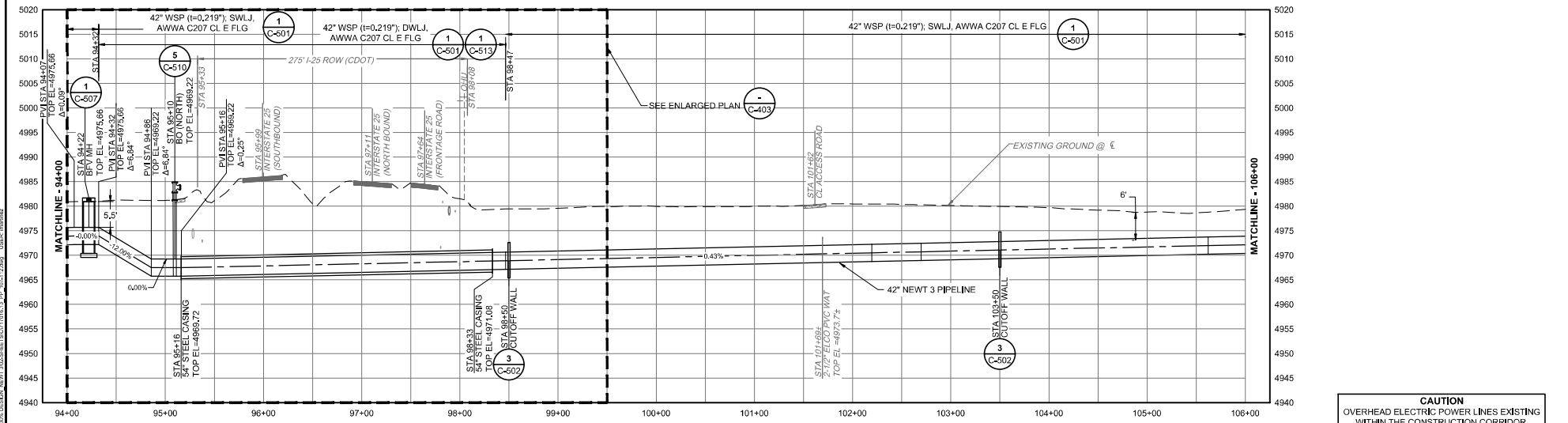
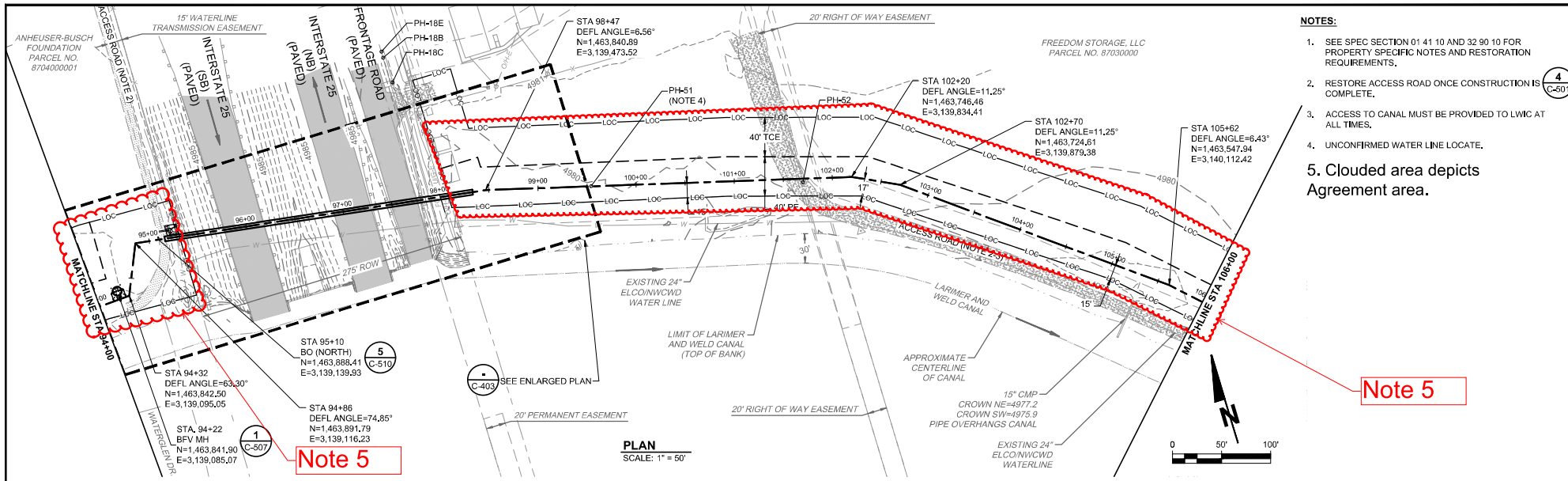


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 82+00 TO STA 94+00

PROJECT:	171016.13
DRAWN BY:	L. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	15 OF 100
DRAWING:	PP-107

DATE: Jan 28, 2023, 8:06am
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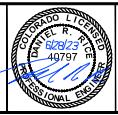


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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

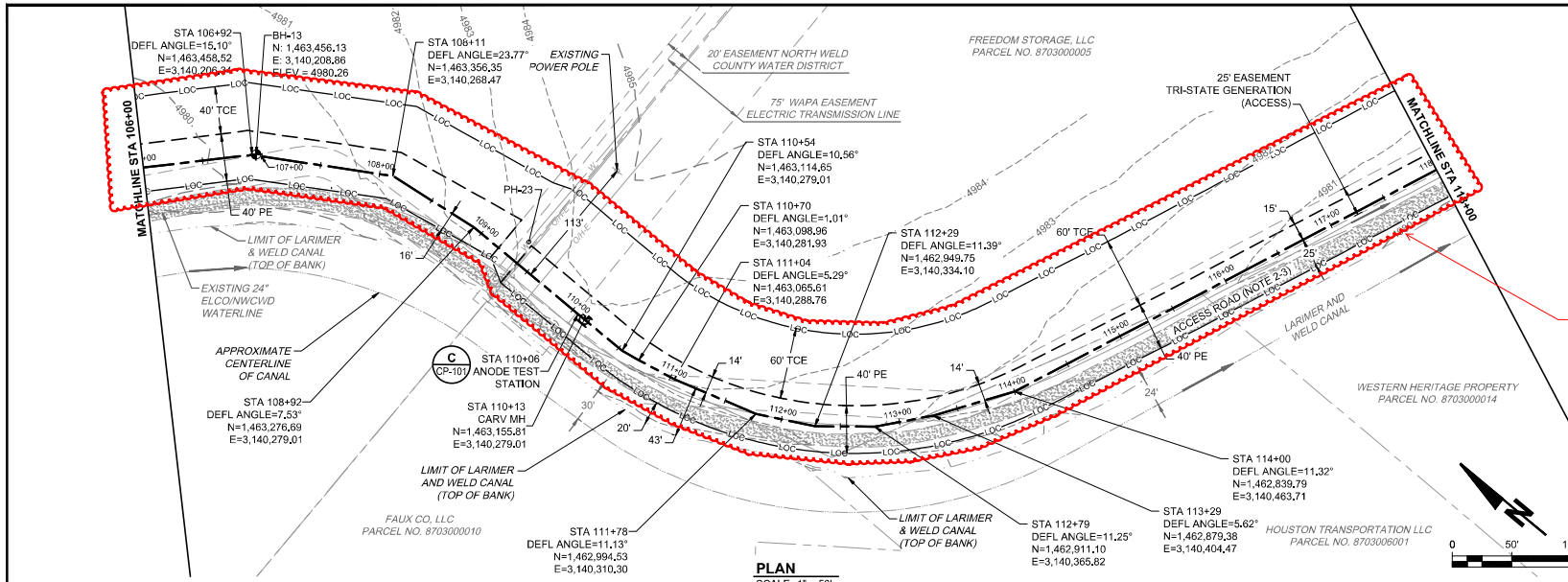
FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

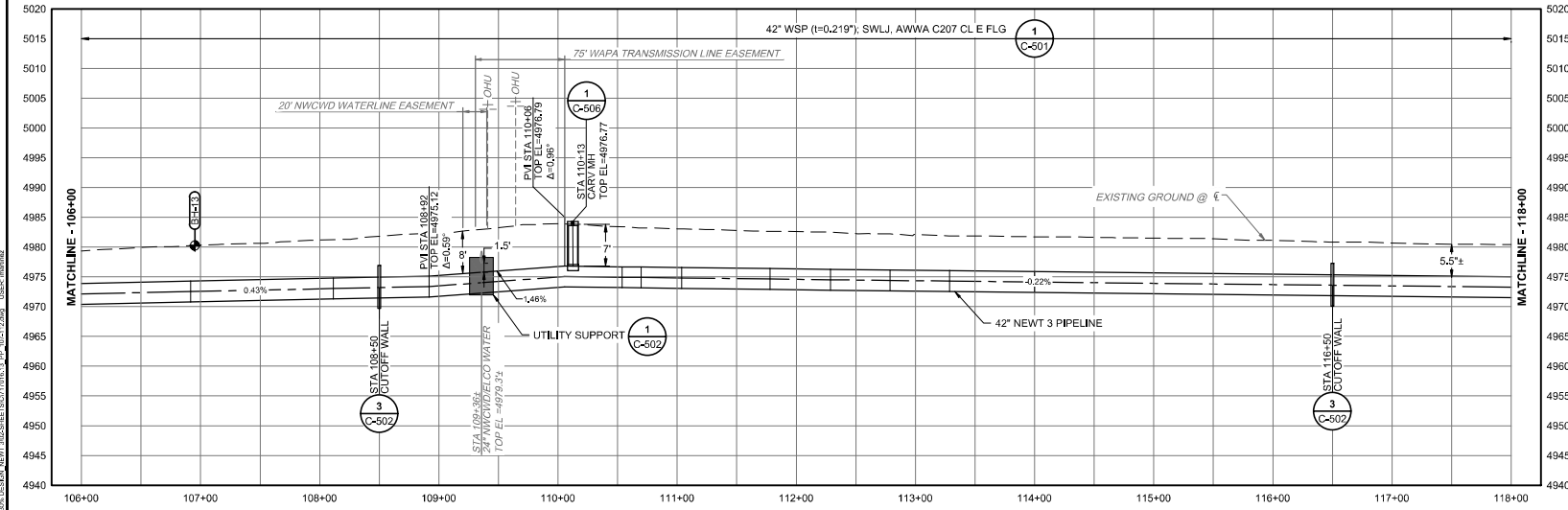
PLAN AND PROFILE STA 94+00 TO STA 106+00

PROJECT: 171016.13
DRAWN BY: L. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET 16 OF 100
DRAWING: PP-108



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 - ACCESS TO CANAL MUST BE PROVIDED TO LWIC AT ALL TIMES.
 - Clouded area depicts Agreement area.

Note 4



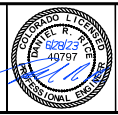
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

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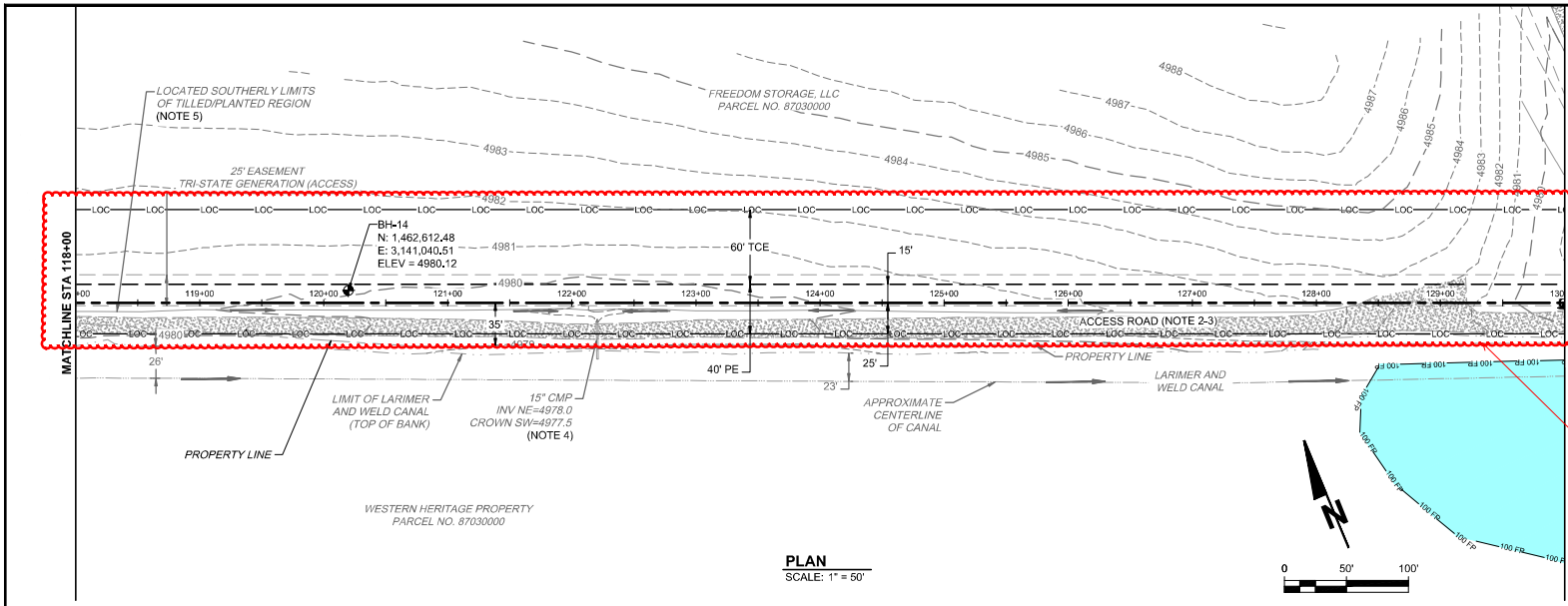
FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

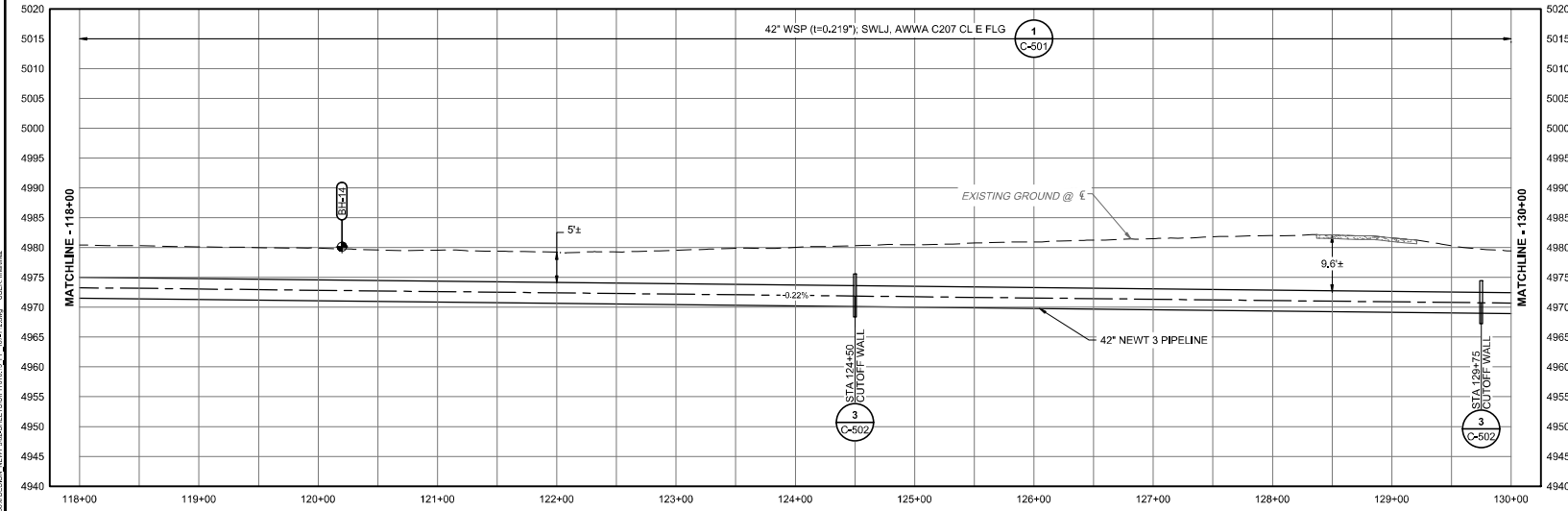
PLAN AND PROFILE STA 106+00 TO STA 118+00

PROJECT:	171016.13
DRAWN BY:	L MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	17 OF 100
DRAWING:	PP-109



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 - ACCESS TO CANAL MUST BE PROVIDED TO LWMC AT ALL TIMES.
 - PROTECT CMP CULVERT IN PLACE AND REGRADE LOCAL DITCH ALONG PIPELINE.
 - CONTRACTOR TO COORDINATE WITH PROPERTY OWNER ON AGRICULTURAL OPERATIONS.
6. Clouded area depicts Agreement area.

Note 6



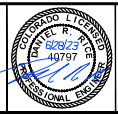
PROFILE
SCALE: 1"=50' H; 1"=10' V

100% Plans

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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

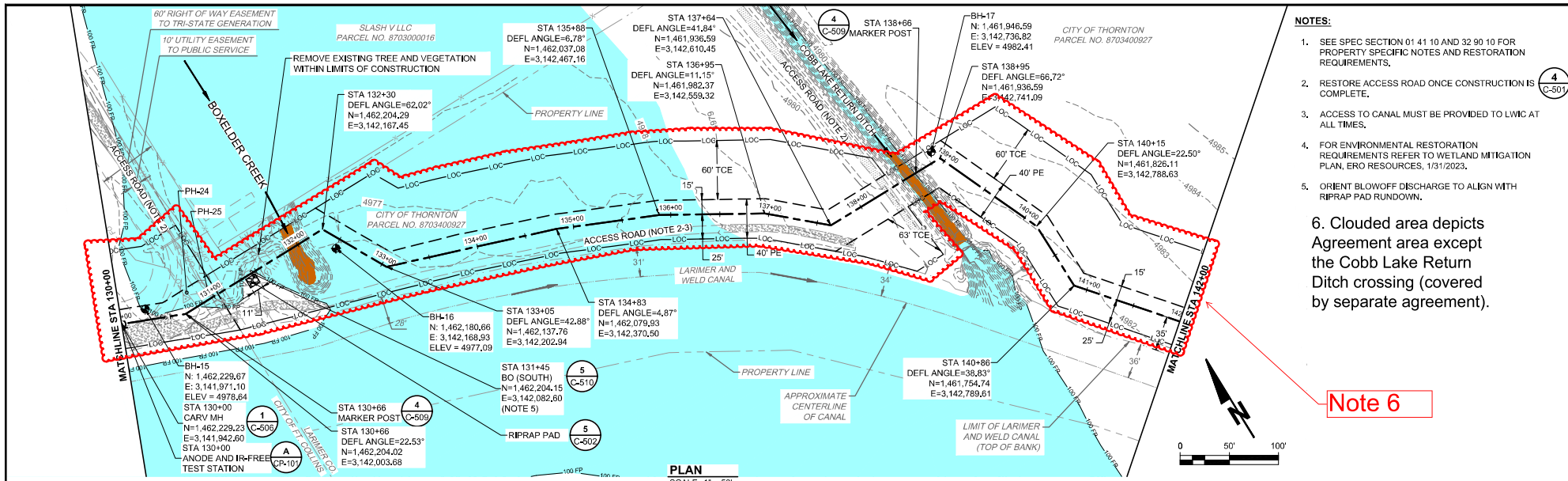
FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 118+00 TO STA 130+00

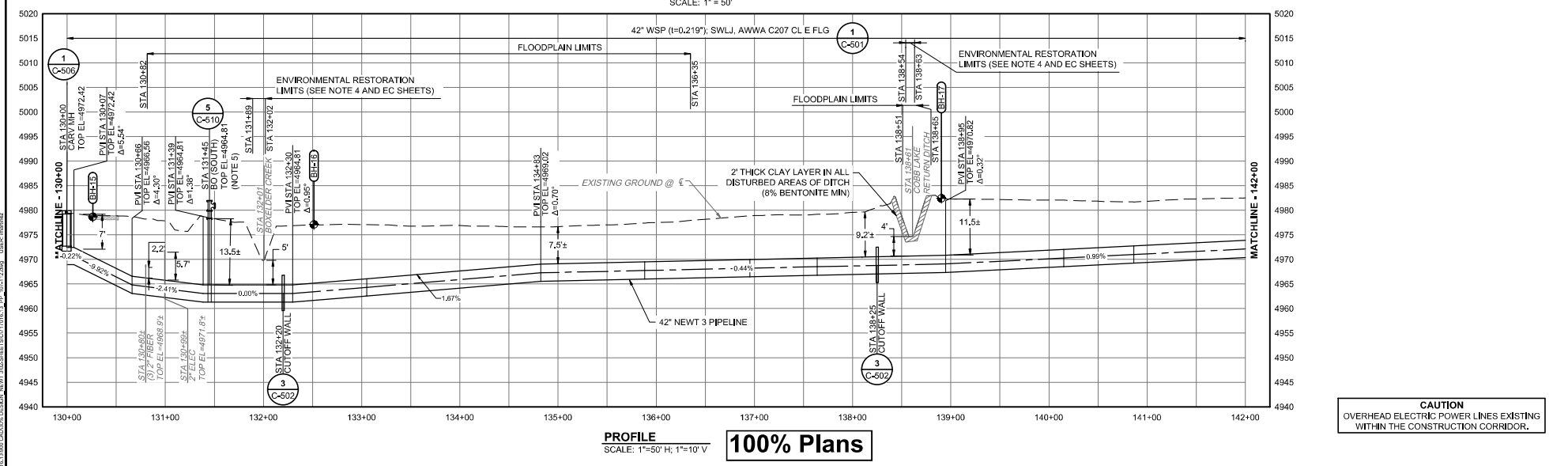
PROJECT:	171016.13
DRAWN BY:	L MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	18 OF 108
DRAWING:	PP-110



- NOTES:**
1. SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 2. RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 3. ACCESS TO CANAL MUST BE PROVIDED TO LWIC AT ALL TIMES.
 4. FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023.
 5. ORIENT BLOWOFF DISCHARGE TO ALIGN WITH RIPRAP PAD RUNDOWN.

6. Clouded area depicts Agreement area except the Cobb Lake Return Ditch crossing (covered by separate agreement).

Note 6



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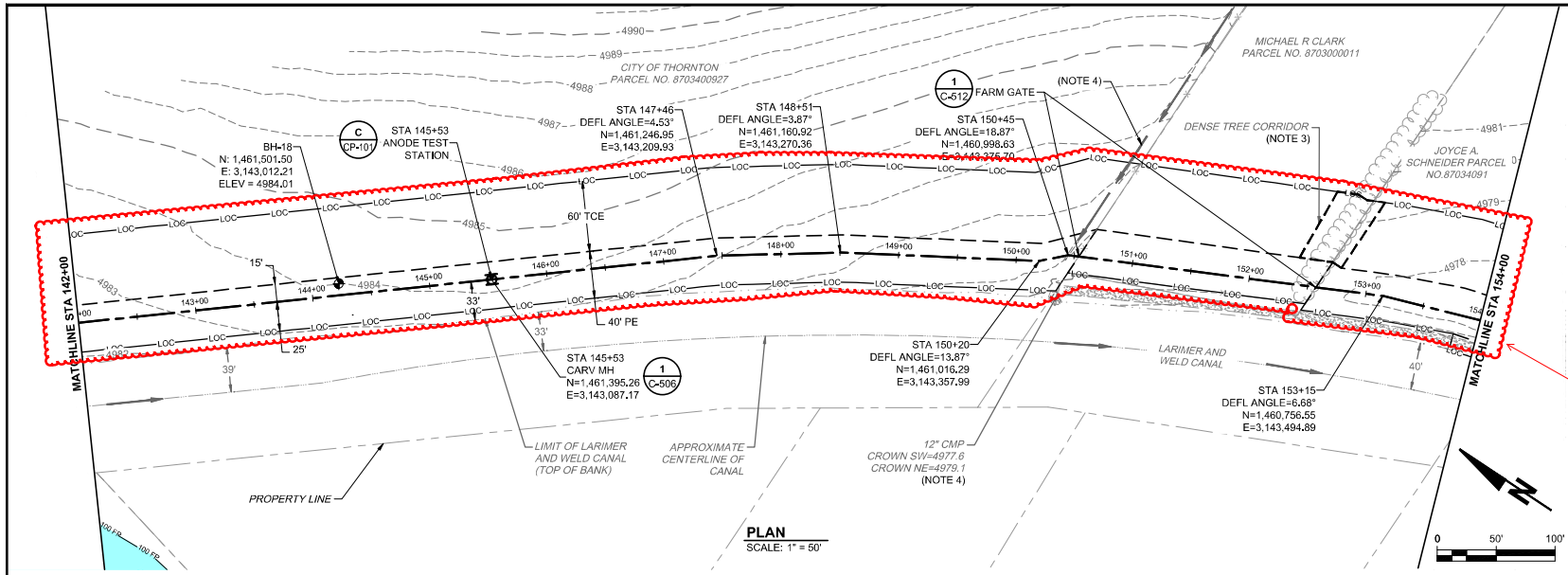
100% Plans

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JUNE 28, 2023

NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

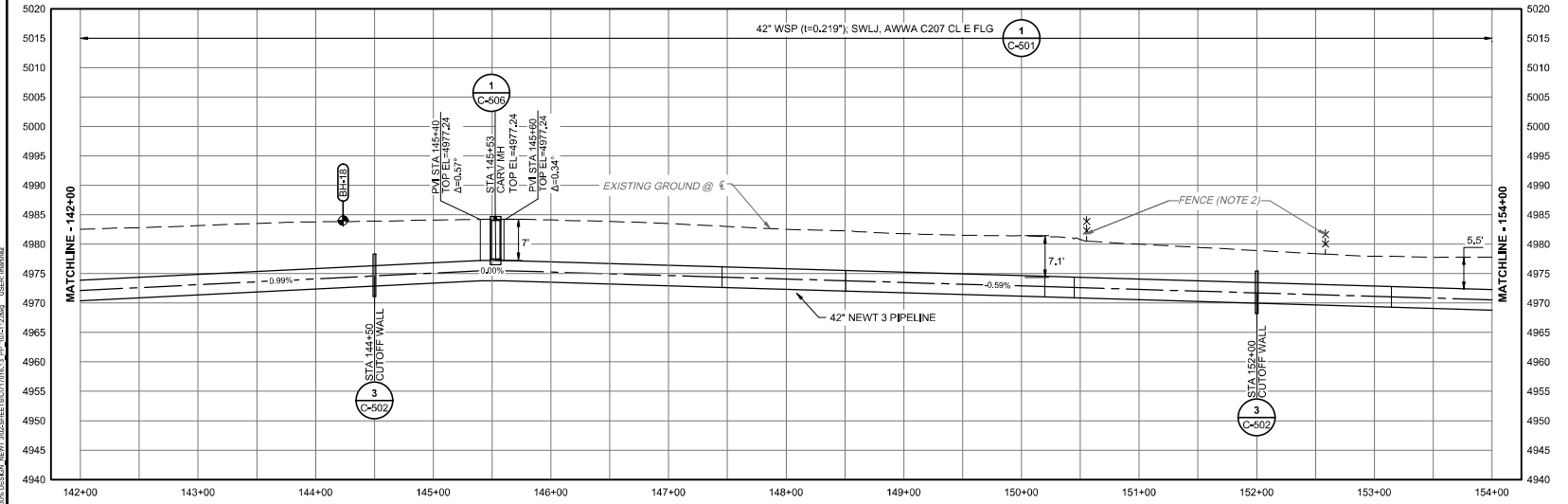
PLAN AND PROFILE STA 130+00 TO STA 142+00

PROJECT: 171016.13
DRAWN BY: L MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET 19 OF 109
DRAWING: PP-111



- NOTES:**
1. SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 2. REMOVE AND REPLACE FENCE. 3 - STRAND BARB WIRE.
 3. TREES ONLY TO BE REMOVED WITHIN PERMANENT EASEMENT LIMITS, PROTECT TREES IN PLACE WITHIN THE TEMPORARY CONSTRUCTION EASEMENT.
 4. PROTECT CMP CULVERT IN PLACE AND REGRADE LOCAL DITCH ACROSS EASEMENT.
 5. Clouded area depicts Agreement area.

Note 5

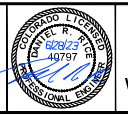


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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

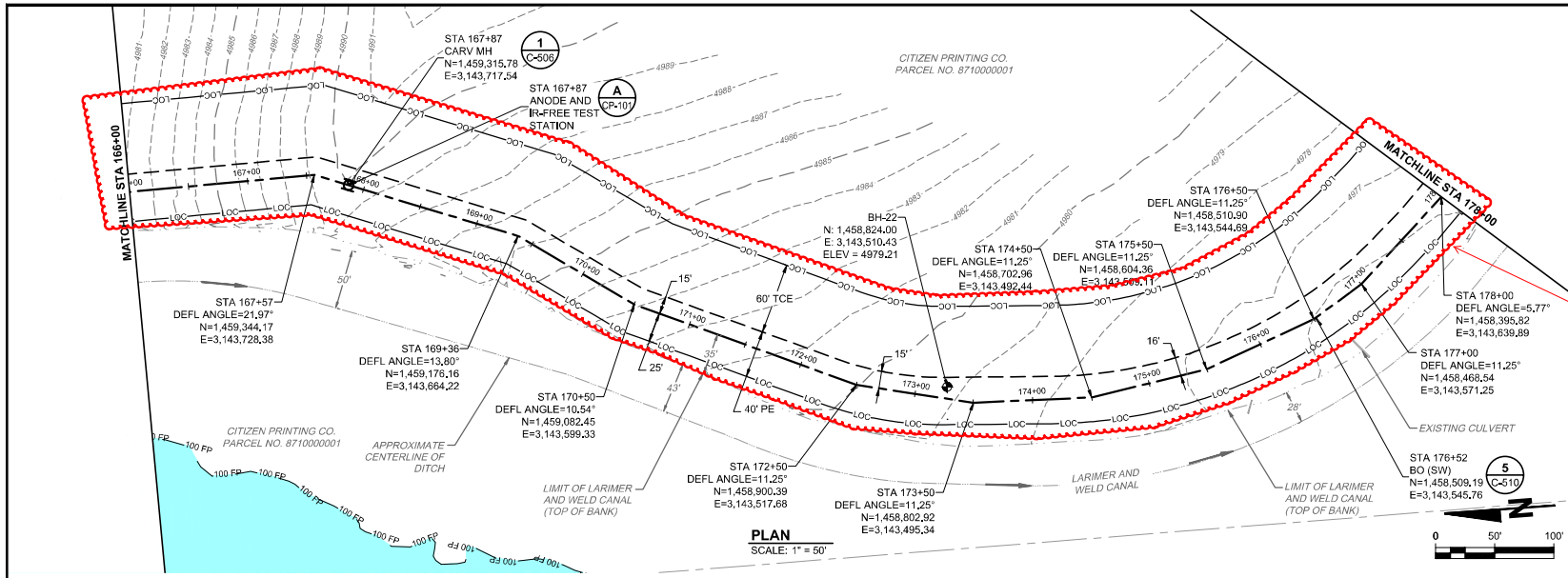
FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

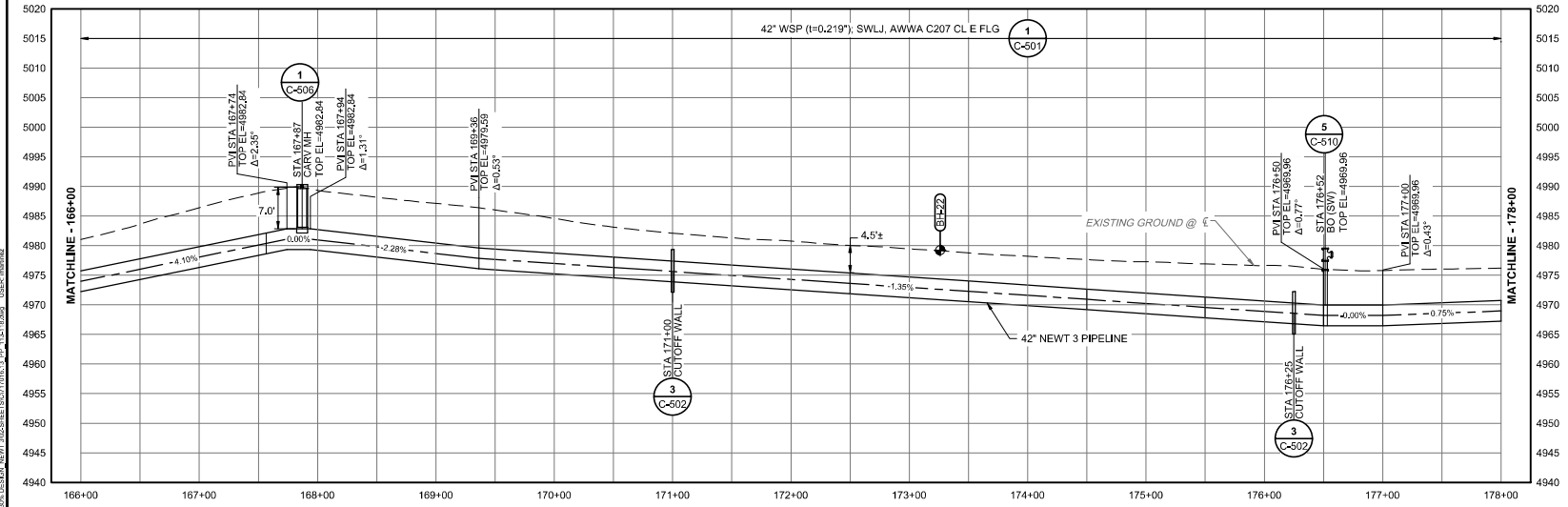
PLAN AND PROFILE STA 142+00 TO STA 154+00

PROJECT:	171016.13
DRAWN BY:	L. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	20 OF 100
DRAWING:	PP-112



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - Clouded area depicts Agreement area.

Note 2

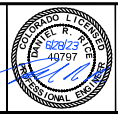


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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

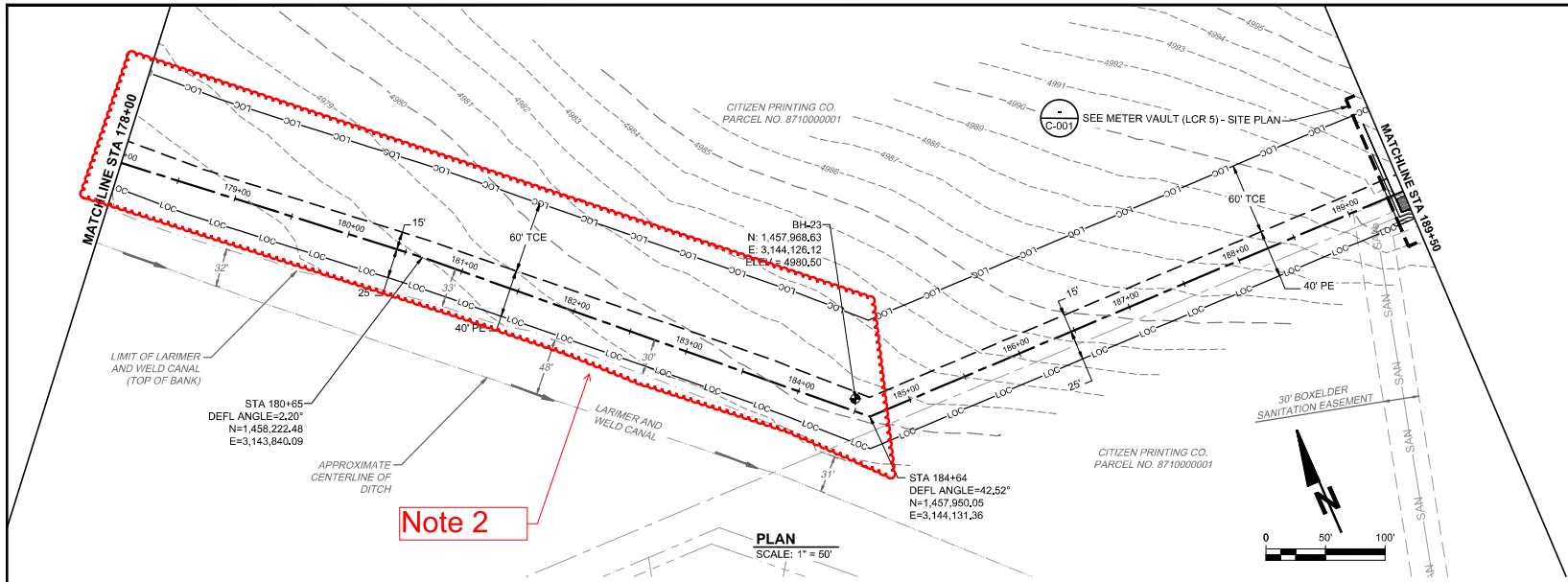
FINAL FOR CONSTRUCTION
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NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 166+00 TO STA 178+00

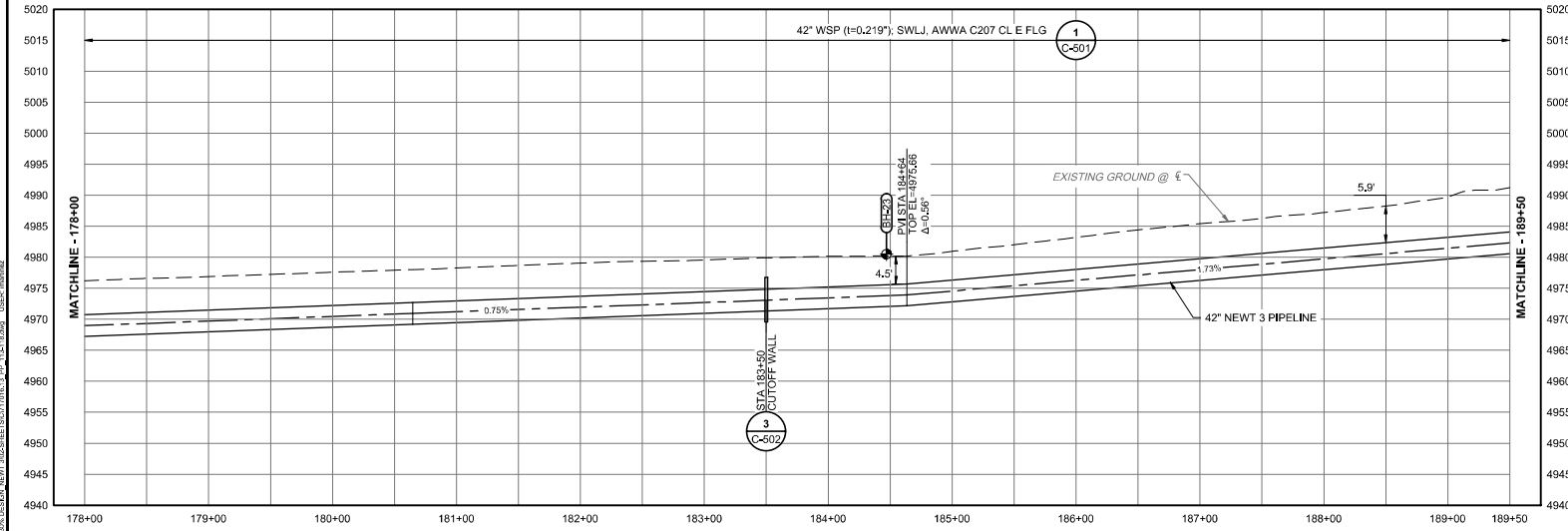
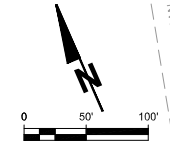
PROJECT:	171016.13
DRAWN BY:	L MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	22 OF 100
DRAWING:	PP-114



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - Clouded area depicts Agreement area.

Note 2

PLAN
SCALE: 1" = 60'



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

100% Plans

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FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 178+00 TO STA 189+50

PROJECT:	171016.13
DRAWN BY:	L. MARTINEZ
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SHEET:	23 OF 100
DRAWING:	PP-115