

**1. Call to Order**

**2. Confirmation of Disclosures of Conflicts of Interest**

**NORTH WELD COUNTY WATER DISTRICT**

**Notice of Meeting**

**Monday, March 14, 2022, at 1:00 PM**

**32825 Co Rd 39, Lucerne, CO 80646**

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC 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 March 14, 2022, NWCWD Board Meeting Agenda**
- 4. 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 February 14, 2022 Regular Meetings**
  - b. Acceptance of Unaudited February 2022 Financial Statements**
  - c. Approve Invoices through March 14, 2022**
  - d. Amendment to Master Service Contract Providence Infrastructure**
  - e. Independent Contractor Agreement with Stantec for Consulting Services**
  - f. Longs Peak Dairy Reallocation of 5 Plant Investments**
  - g. Ryan Woodland Relocate Water Tap**
  - h. Teal Creek Valuation**
  - i. Easements County Road Project**

**WCR 66/41 Project**

- i. Permanent Water Easement Agreement – Five M Farm Co**
- ii. Temporary Construction Easement Agreement – Five M Farm Co**
- iii. Permanent Water Easement Agreement – Hungenberg RD Farms LLLP**
- iv. Temporary Construction Easement Agreement – Hungenberg RD Farms LLLP**
- v. Temporary Construction Easement Agreement – Hungenberg BOH Farms LLLP**
- vi. Temporary Construction Easement Agreement – Tomoi Farms LLC**

**WCR 35**

- vii. Permanent Water Easement Agreement – Hungenberg**

5. **Back Flow and Cross Connection Non-Compliance Meter Turn Offs**
  - a. **Variance Requests**
    - i. **Alex Karrol**
    - ii. **Alkire Lake farm, Inc.**
  - b. **Meter Shut Off Locations for Non – Compliance with BFPCC**
6. **Action: Consider Adoption of Resolution No. 20220314-01: Resolution Adopting a Commercial Drought Policy (enclosure)**
7. **Action: Consider Adoption of Resolution No. 202200314-02: Resolution Adopting a Residential Drought Policy (enclosure)**
8. **Action: Consider Adoption of Resolution No. 20220314-03: Resolution Adopting a Commercial Flow Control Policy (enclosure)**
9. **Action: Consider Adoption of Resolution No. 20220314-04: Resolution Adopting a Residential Plant Investment Purchase Policy (enclosure)**
10. **Water Tap Sale Matters:**
  - a. **Update re Taps Sales**
  - b. **Action: Consider Tap Sale Proposed Increase in Sales for March 2022**
  - c. **Variance Requests:**
    - i. **Action: Consider Approval of Variance Request for Plant Investment Sales Town of Severance (enclosures)**
    - ii. **Action: Consider Approval of Variance Request from Jason Jones (enclosure)**
  - d. **CORA Requests**
    - i. **Town of Severance**
    - ii. **Christ Wood – BizWest**
  - e. **Update re Eagle View Farms, LLC Litigation**
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 Eagle View Farms, LLC Litigation and Severance Water Plant Investment Variance Request**
12. **May 2022 Director Election Update**
13. **District Manager's Report:**
  - a. **CMAR Bid Process Newt III**
  - b. **SPAR Permit City of Fort Collins Accepted**
  - c. **DFA Meeting April 26, 2022**

**14. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**

**15. Other Business**

**ADJOURN \_\_\_\_\_ P.M.**

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

Held: Monday, the 10<sup>th</sup> day of January, 2022, at 1:00 P.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:

Gene Stille, President  
Ron Buxman, Treasurer  
Scott Cockroft, Secretary  
Brad Cook, Assistant Secretary  
Tad Stout, Assistant Secretary

Also present were: Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; George Oamek, Headwaters Corp; Paul Weiss, Williams and Weiss Consulting; Kara Godbehere, Lyons Gaddis, special counsel; Chris Wood, BizWest, Members of the Public via teleconference.

**ADMINISTRATIVE MATTERS**

Call to Order

The meeting was called to order at 1:05 P.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stille 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. Stout, seconded by Mr. Cockroft,

the Board unanimously approved the agenda, as amended to move consideration of Resolution 20220214 following consideration of the Consent Agenda.

Consider Approval of Resolution No. 20220214-01 Resolution Concerning Tap Sale Policy and Moratorium

Mr. Reckentine presented the proposed Resolution lifting the District’s tap sale moratorium in zones 1, 2, 7 & 7B of the District water distribution system and establishing a policy whereby property owners may purchase water taps. Mr. Reckentine discussed that the policy is intended to allow the District to begin selling water taps again, but to limit the sales so the District can control the demand on it system. The policy allows for limited tap sales per month. The Board discussed allowing up to 50 water taps to be sold through the end of March, and then up to 10 per month thereafter. Following discussion, upon a motion of Mr. Cockroft, seconded by Mr. Stille, the Board approve Resolution 20220201-01 as amended to allow for up to 50 taps to be sold through the end of March. Director Stout abstained.

**CONSENT AGENDA MATTERS**

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

Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously took the following actions:

- a. Approval of Minutes from January 10, 2022 Regular Meeting
- b. Acceptance of Unaudited January 2022 Financial Statements
- c. Approval of Invoices through February 14, 2022
- d. Approval of City of Thornton Access License Agreement (Nunc Pro Tunc)
- e. Waiver Valuations
  - i. Hungeberg BOH
  - ii. Five M Farm Co
  - iii. Tomoi Farms
- f. Approval of Providence Amendments No. 45 TO 5 & No. 46 TO 9
- g. Approval of Nickel Road Lease Offer for unleased minerals

Discussion re NWCWD Commercial and Residential Drought Triggers

Mr. Weiss and Mr. Oamek presented an updated Technical Memorandum regarding drought mitigation with updates regarding commercial drought triggers and recommendations. Residential and commercial drought triggers and restrictions were recommended. Following discussion, the Board directed staff and legal to prepare residential and commercial drought policies for consideration by the Board.

No action was taken.

Discussion re Commercial Flow Control Policy

Mr. Reckentine discussed with the Board the status of installation of flow control devices on commercial users and indicated that the

devices are in the process of being installed. Mr. Reckentine indicated that Staff needs direction from the Board about where to set the flow controls. The Board discussed that flow controls allow the District to understand demand and the hydraulic model, and to manage growth within the District. Mr. Reckentine discussed with the Board the review of flow rates and recommended setting the flow control devices for each user at their peak flows from 2021. Following discussion, the Board directed staff and legal to prepare a flow control policy for consideration by the Board.

No action was taken.

Consider Statement of Opposition in Case No. 21CW3234 ACCWA/United Application

Ms. Godbehere discussed with the Board Case No. 21CW3234 ACCWA/United and recommended the District file a statement of opposition. Following discussion, upon a motion by Mr. Stout, seconded by Mr. Cockroft, the Board unanimously approved the Statement of Opposition for filing.

Moratorium Discussion  
a. Larimer County 1041 Regulations  
b. Eagle View Farms, LLC Litigation  
c. Customer Contacts  
d. CORA Request

Mr. Reckentine updated the Board regarding tap sale moratorium matters. Mr. Reckentine indicated that Larimer County has lifted its moratorium related to its 1041 regulations.

Mr. White updated the Board regarding a complaint filed against the District by Eagle View Farms, LLC related to a request for tap sales. Mr. White indicated that the District will have until March 7, 2022 to file a response to the complaint. Ms. Cotter will be filing the response.

Mr. White presented to the Board a letter from Fox Rothschild on behalf of Babcock Land Corp. and HR Exchange, LLC related to the Moratorium. No action was taken.

Mr. White updated the Board regarding a CORA Request related to applicability of the moratorium. Mr. White has worked with staff and consultants to respond to the request.

**EXECUTIVE SESSION**

Not Needed.

**DISTRICT MANAGER'S REPORT**

Mr. Reckentine reported the following to the Board:

- Purchase of New Ditch Which
- Financial Advisor Engagement
- Northern Water Presentation

**PUBLIC COMMENT**

Mr. Nick Wharton from the Town of Severance addressed the Board regarding the Town's request for purchase of plant investments. The Town is requesting 65 plant investments now.

Mr. Reckentine indicated that he would work on how to address sales going forward to wholesale clients.

Mr. Todd Bean addressed the Board about future taps sales and shared his views regarding overuse by commercial users.

Mr. Jerry Paul addressed the Board on behalf of the Up Hill Community and requested consideration for the sale of taps to the remaining lots in the community.

Mr. Chris Wood addressed the Board and shared that he though the Zoom meeting was difficult to follow without a video.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

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

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

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Secretary for the District



NORTH WELD COUNTY WATER DISTRICT

Balance Sheet  
February 28, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,512,678.57
1015 - COLO TRUST - GENERAL		18,286,150.47
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,615,606.25
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)		1,311,494.52
1105 - AR CONSTRUCTION METERS		105,645.91
1116 - ACCOUNTS RECEIVABLE		146,249.60
1230 - PREPAID INSURANCE		91,686.66
1300 - INVENTORY		1,508,723.71

Total Current Assets 26,843,998.94

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,450,483.51
1405 - WATER RIGHTS OWNED		86,180,451.44
1407 - WATER STORAGE		5,726,726.97
1415 - MACHINERY & EQUIPMENT		2,204,383.04
1416 - DEPREC - MACH & EQUIP		(1,645,643.61)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		70,160,785.21
1426 - DEPREC - PIPELINES		(23,726,280.62)
1430 - STORAGE TANKS		2,367,776.75
1431 - DEPREC - STORAGE TANKS		(1,470,427.76)
1432 - MASTER METERS		684,914.94
1433 - DEPREC MASTER METERS		(27,157.18)
1435 - PUMP STATIONS		5,636,955.14
1436 - DEPREC - PUMP STATIONS		(2,411,788.84)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,111.00)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,644,152.98
1446 - DEPREC - BUILDING		(485,334.42)
1454 - CONSTRUCT IN PROGRESS		2,836,180.16

Total Property and Equipment 150,709,109.51

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		5,098.00
1466 - Bond Cst of Issue '19		206,078.00

Total Other Assets 23,060,786.70

Total Assets \$ 200,613,895.15

LIABILITIES AND CAPITAL

Current Liabilities

2216 - CONST MTR DEPOSITS	\$	103,500.00
2230 - ACCRUED WAGES		61,575.66
2231 - ACCRUED COMP ABSENCES		130,587.76

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT  
Balance Sheet  
February 28, 2022

2232 - ACCRUED INTEREST	129,262.50	
Total Current Liabilities		424,925.92
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	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
Total Long-Term Liabilities		23,696,212.00
Total Liabilities		24,121,137.92
Capital		
2800 - RETAINED EARNINGS	174,678,870.84	
Net Income	1,813,886.39	
Total Capital		176,492,757.23
Total Liabilities & Capital	\$	200,613,895.15

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>REVENUES</b>					
3110 - METERED SALES	\$ 841,693.87	\$ 1,693,038.71	\$ 11,484,447.00	9,791,408.29	14.74
3111 - WATER ALLOC SURCHARGE	142,084.00	277,440.00	2,625,016.00	2,347,576.00	10.57
3112 - PLANT INVEST SURCHARGE	208,007.00	267,698.80	2,132,826.00	1,865,127.20	12.55
3113 - ADJUSTMENTS	(2,844.74)	(6,835.32)	(20,000.00)	(13,164.68)	34.18
3140 - CONST METER USAGE	42,166.03	67,715.06	205,000.00	137,284.94	33.03
3141 - CONSTR METER RENTAL	735.00	2,040.00	5,500.00	3,460.00	37.09
3142 - CONSTRUCT METER REPAIR	522.40	1,814.64	550.00	(1,264.64)	329.93
<b>OPERATING</b>	<b>1,232,363.56</b>	<b>2,302,911.89</b>	<b>16,433,339.00</b>	<b>14,130,427.11</b>	<b>14.01</b>
3210 INTEREST-COTRUST-GENERAL	633.18	1,167.64	130,384.00	129,216.36	0.90
3220 - PORT PARTONAGE AGFINITY	0.00	0.00	812.00	812.00	0.00
<b>NON OPERATING</b>	<b>633.18</b>	<b>1,167.64</b>	<b>131,196.00</b>	<b>130,028.36</b>	<b>0.89</b>
3310 - TAP (PI) FEES	70,600.00	118,100.00	1,000,000.00	881,900.00	11.81
3311 - DISTANCE FEES	9,900.00	17,400.00	173,189.00	155,789.00	10.05
3312 - WATER (ALLOCATION) FEE	232,000.00	232,000.00	300,000.00	68,000.00	77.33
3314 - INSTALLATION FEES	20,350.00	476,257.45	324,730.00	(151,527.45)	146.66
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	150,000.00	150,000.00	0.00
3320 - NON-POTABLE TAP FEE	26,000.00	46,000.00	48,709.00	2,709.00	94.44
3321 - NON-POTABLE INSTALL	11,100.00	18,200.00	21,649.00	3,449.00	84.07
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	500.00	2,706.00	2,206.00	18.48
3332 - REVIEW DEPOSIT	0.00	5,000.00	0.00	(5,000.00)	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
<b>NEW SERVICE</b>	<b>369,950.00</b>	<b>913,457.45</b>	<b>2,157,792.00</b>	<b>1,244,334.55</b>	<b>42.33</b>
3410 - WATER RENTAL	0.00	0.00	17,850.00	17,850.00	0.00
<b>AG WATER</b>	<b>0.00</b>	<b>0.00</b>	<b>17,850.00</b>	<b>17,850.00</b>	<b>0.00</b>
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	0.00	2,000.00	5,412.00	3,412.00	36.95
3530 - RISE TOWER RENT	300.00	600.00	7,902.00	7,302.00	7.59
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
<b>MISCELLANEOUS</b>	<b>300.00</b>	<b>2,600.00</b>	<b>34,963.00</b>	<b>32,363.00</b>	<b>7.44</b>
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
<b>FARM INCOME</b>	<b>0.00</b>	<b>0.00</b>	<b>73,414.00</b>	<b>73,414.00</b>	<b>0.00</b>
3700 - BOND PROCEEDS	0.00	0.00	38,000,000.00	38,000,000.00	0.00
<b>DEBT PROCEEDS</b>	<b>0.00</b>	<b>0.00</b>	<b>(38,000,000.00)</b>	<b>(38,000,000.00)</b>	<b>0.00</b>

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>TOTAL REVENUES</b>	<b>1,603,246.74</b>	<b>3,220,136.98</b>	<b>56,848,554.00</b>	<b>53,628,417.02</b>	<b>5.66</b>
<b>OPERATING EXPENSE</b>					
4110 - POTABLE WATER	0.00	201,749.92	2,536,484.52	2,334,734.60	7.95
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	7,414.50	251,614.24	1,443,962.24	1,192,348.00	17.43
4160 - RULE 11 FEES	0.00	0.00	63,765.00	63,765.00	0.00
4170 - WATER QUALITY - TESTING	1,523.00	1,723.00	6,072.44	4,349.44	28.37
<b>WATER</b>	<b>(8,937.50)</b>	<b>(455,087.16)</b>	<b>(4,145,254.63)</b>	<b>(3,690,167.47)</b>	<b>10.98</b>
4210 - SALARIES, FIELD	79,409.91	169,924.43	1,056,784.98	886,860.55	16.08
4220 - SALARIES, ENGINEERING	7,934.32	15,820.10	225,284.46	209,464.36	7.02
4240 - INSURANCE HEALTH	18,450.11	39,307.82	188,752.00	149,444.18	20.83
4250 - RETIREMENT	6,084.90	12,152.73	82,256.14	70,103.41	14.77
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	0.00	1,299.74	6,500.00	5,200.26	20.00
4280 - MISCELLANEOUS	0.00	0.00	1,103.81	1,103.81	0.00
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
<b>PERSONNEL OPERATIONS</b>	<b>(111,879.24)</b>	<b>(238,504.82)</b>	<b>(1,571,940.29)</b>	<b>(1,333,435.47)</b>	<b>15.17</b>
4410 - FIELD	0.00	3,123.57	0.00	(3,123.57)	0.00
4411 - UNCC LOCATES	0.00	933.40	15,197.35	14,263.95	6.14
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	2,036.29	0.00	(2,036.29)	0.00
4415 - WATER LINES (REPAIRS)	3,875.00	16,630.72	50,000.00	33,369.28	33.26
4416 - APPURTENANCE(REPAIR)	0.00	1,487.89	0.00	(1,487.89)	0.00
4417 - METER SETTING	0.00	6,999.00	108,243.00	101,244.00	6.47
4418 - MASTER METERS	1,900.00	2,713.50	159,181.20	156,467.70	1.70
4419 - SERVICE WORK	0.00	7,203.24	0.00	(7,203.24)	0.00
4420 - STORAGE TANKS (O & M)	87.76	27,692.76	22,500.00	(5,192.76)	123.08
4430 - PUMP STATIONS (O & M)	0.00	523.47	10,612.08	10,088.61	4.93
4435 - CHLORINE STATION	1,943.05	2,719.61	5,306.04	2,586.43	51.25
4440 - EQUIPMENT	(2,102.71)	10,100.94	42,335.83	32,234.89	23.86
4445 - SCADA EQUIPMENT	0.00	0.00	5,412.16	5,412.16	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,412.16	5,412.16	0.00
4447 - GPS EQUIPMENT	0.00	0.00	25,978.37	25,978.37	0.00
4450 - SHOP/YARD	482.44	2,450.71	27,060.80	24,610.09	9.06
4460 - VEHICLES	691.70	12,011.18	100,000.00	87,988.82	12.01
4470 - SAFETY	893.00	4,634.36	65,000.00	60,365.64	7.13
4480 - CONTROL VAULTS	0.00	9.58	28,652.62	28,643.04	0.03
4490 - MAPPING EXPENSE	1,227.50	1,227.50	39,184.04	37,956.54	3.13
<b>OPERATION &amp; MAINTENANCE</b>	<b>(8,997.74)</b>	<b>(102,497.72)</b>	<b>(718,367.93)</b>	<b>(615,870.21)</b>	<b>14.27</b>
4500 - ENGINEERING	0.00	0.00	250,000.00	250,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>ENGINEERING</b>	<b>0.00</b>	<b>0.00</b>	<b>(250,000.00)</b>	<b>(250,000.00)</b>	<b>0.00</b>
4600 - ELECTRICITY	3,536.48	11,976.33	0.00	(11,976.33)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	0.00	3,073.48	170,000.00	166,926.52	1.81
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
<b>ELECTRICITY</b>	<b>(3,536.48)</b>	<b>(15,049.81)</b>	<b>(313,000.00)</b>	<b>(297,950.19)</b>	<b>4.81</b>
4700 - COMMUNICATIONS	0.00	125.18	50,000.00	49,874.82	0.25
<b>COMMUNICATIONS</b>	<b>0.00</b>	<b>(125.18)</b>	<b>(50,000.00)</b>	<b>(49,874.82)</b>	<b>0.25</b>
4810 - GENERAL	3,865.42	8,043.84	40,738.42	32,694.58	19.75
4820 - AUTO	1,374.75	2,749.50	7,347.55	4,598.05	37.42
4830 - WORKER'S COMP	3,615.50	7,231.00	34,374.80	27,143.80	21.04
<b>INSURANCE</b>	<b>(8,855.67)</b>	<b>(18,024.34)</b>	<b>(82,460.77)</b>	<b>(64,436.43)</b>	<b>21.86</b>
4930 - BAD DEBT EXPENSE	0.00	0.00	3,714.23	3,714.23	0.00
<b>MISCELLANEOUS</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,714.23)</b>	<b>(3,714.23)</b>	<b>0.00</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>142,206.63</b>	<b>829,289.03</b>	<b>7,134,737.85</b>	<b>6,305,448.82</b>	<b>11.62</b>
<b>ADMINISTRATIVE EXPENSE</b>					
5110 - OFFICE	40,601.72	82,912.62	511,192.34	428,279.72	16.22
<b>SALARIES</b>	<b>40,601.72</b>	<b>82,912.62</b>	<b>511,192.34</b>	<b>428,279.72</b>	<b>16.22</b>
5210 - FICA	9,909.49	20,933.01	102,831.06	81,898.05	20.36
5220 - UNEMPLOYMENT	(27.40)	1,283.08	4,870.94	3,587.86	26.34
<b>PAYROLL TAXES</b>	<b>9,882.09</b>	<b>22,216.09</b>	<b>107,702.00</b>	<b>85,485.91</b>	<b>20.63</b>
5310 - ADMIN HEALTH INSURANCE	4,974.71	10,607.50	49,358.91	38,751.41	21.49
<b>HEALTH INSURANCE</b>	<b>4,974.71</b>	<b>10,607.50</b>	<b>49,358.91</b>	<b>38,751.41</b>	<b>21.49</b>
5400 - OFFICE UTILITIES	0.00	463.40	0.00	(463.40)	0.00
5401 - ELECTRICITY	0.00	0.00	27,060.80	27,060.80	0.00
5402 - PROPANE	0.00	4,796.46	0.00	(4,796.46)	0.00
5403 - TELEPHONE	1,951.18	3,902.36	21,648.64	17,746.28	18.03
5404 - CELL PHONE SERVICE	0.00	1,533.88	0.00	(1,533.88)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	0.00	2,706.08	2,706.08	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	3,060.00	0.00	(3,060.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	(18.51)	0.00	18.51	0.00
5412 - PRINTERS	1,323.38	1,481.80	0.00	(1,481.80)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,026.50	10,053.00	64,945.93	54,892.93	15.48
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	175.50	5,412.16	5,236.66	3.24
5444 - LICENSES (ANNUAL)	1,232.55	1,232.55	27,060.80	25,828.25	4.55
5445 - SENSUS METER SUPPORT	0.00	0.00	2,164.86	2,164.86	0.00
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
<b>OFFICE UTILITIES</b>	<b>10,893.61</b>	<b>26,680.44</b>	<b>359,367.46</b>	<b>332,687.02</b>	<b>7.42</b>
5510 - OFFICE EXPENSES	8,401.58	22,955.70	171,673.74	148,718.04	13.37
5520 - POSTAGE	0.00	347.58	3,247.30	2,899.72	10.70
5530 - BANK / CREDIT CARD FEES	2,789.67	6,432.75	5,412.16	(1,020.59)	118.86
5540 - BUILDING MAINTENANCE	0.00	2,004.60	1,082.43	(922.17)	185.19
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,247.30	3,247.30	0.00
5590 - TRAINING	0.00	0.00	8,659.46	8,659.46	0.00
<b>OFFICE EXPENSE</b>	<b>11,191.25</b>	<b>31,740.63</b>	<b>196,569.69</b>	<b>164,829.06</b>	<b>16.15</b>
5610 - LEGAL	3,560.50	34,664.84	350,000.00	315,335.16	9.90
5620 - ACCOUNTING	0.00	1,450.00	26,010.00	24,560.00	5.57
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	2,409.26	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	25,558.93	25,558.93	200,000.00	174,441.07	12.78
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5680 - LAND ACQUISITION	11,116.74	13,297.90	0.00	(13,297.90)	0.00
<b>PROFESSIONAL FEES</b>	<b>42,645.43</b>	<b>77,438.93</b>	<b>584,853.40</b>	<b>507,414.47</b>	<b>13.24</b>
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	28,975.20	28,975.20	0.00	(28,975.20)	0.00
<b>MISCELLANEOUS</b>	<b>28,975.20</b>	<b>28,975.20</b>	<b>7,577.03</b>	<b>(21,398.17)</b>	<b>382.41</b>
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>149,164.01</b>	<b>280,571.41</b>	<b>1,816,620.83</b>	<b>1,536,049.42</b>	<b>15.44</b>
<b>CAPITAL IMPROVEMENTS</b>					
<b>SOLDIER CANYON</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
<b>STORAGE TANKS</b>	<b>0.00</b>	<b>0.00</b>	<b>5,900,000.00</b>	<b>5,900,000.00</b>	<b>0.00</b>
<b>PUMP STATIONS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
6410 - VEHICLES	0.00	0.00	6,410.00	6,410.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	86,673.55	90,000.00	3,326.45	96.30
<b>EQUIPMENT</b>	<b>0.00</b>	<b>86,673.55</b>	<b>109,260.00</b>	<b>22,586.45</b>	<b>79.33</b>
6505 - ENGINEERING	0.00	129,753.01	0.00	(129,753.01)	0.00
6510 - WATER LINES	0.00	0.00	13,550,000.00	13,550,000.00	0.00
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	4,939.59	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
<b>SYSTEM</b>	<b>4,939.59</b>	<b>134,692.60</b>	<b>14,426,440.00</b>	<b>14,291,747.40</b>	<b>0.93</b>
6610 - WATER RESOURCE MANAGER	0.00	538.72	0.00	(538.72)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	0.00	20,484.59	600,000.00	579,515.41	3.41
6640 - STORAGE	17,802.44	22,350.94	0.00	(22,350.94)	0.00
<b>WATER RIGHTS</b>	<b>17,802.44</b>	<b>43,374.25</b>	<b>6,000,000.00</b>	<b>5,956,625.75</b>	<b>0.72</b>
6710 - EASEMENTS	0.00	0.00	75,000.00	75,000.00	0.00
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	31,649.75	31,649.75	5,000.00	(26,649.75)	633.00
<b>LAND/EASEMENTS</b>	<b>31,649.75</b>	<b>31,649.75</b>	<b>180,000.00</b>	<b>148,350.25</b>	<b>17.58</b>
<b>BUILDING/PAVING</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OFFICE EQUIPMENT/MISC</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>54,391.78</b>	<b>296,390.15</b>	<b>26,615,700.00</b>	<b>26,319,309.85</b>	<b>1.11</b>
<b>BONDS</b>					
<b>BOND ISSUE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INTEREST</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	0.00	1,530,000.00	1,530,000.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
<b>PRINCIPLE</b>	<b>0.00</b>	<b>0.00</b>	<b>3,238,288.00</b>	<b>3,238,288.00</b>	<b>0.00</b>
<b>INTEREST EXPENSE OTHER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
 INCOME STATEMENT  
 DETAIL  
 FOR THE TWO MONTHS ENDING FEBRUARY 28, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>TOTAL BONDS</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,238,288.00)</b>	<b>(3,238,288.00)</b>	<b>0.00</b>
<b>DEPRECIATION &amp; AMORT EXPENSES</b>					
<b>DEPRECIATION &amp; AMORT EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
TOTAL REVENUES	1,603,246.74	3,220,136.98	56,848,554.00	53,628,417.02	5.66
TOTAL EXPENSES	345,762.42	1,406,250.59	38,805,346.68	37,399,096.09	3.62
<b>PROFIT/LOSS</b>	<b>1,257,484.32</b>	<b>1,813,886.39</b>	<b>18,043,207.32</b>	<b>16,229,320.93</b>	<b>10.05</b>

FOR MANAGEMENT PURPOSES ONLY



**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Feb 28, 2022**  
**1014 - 1014 - BANK OF COLORADO**  
**Bank Statement Date: February 28, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		1,747,667.38
Add: Cash Receipts		891,943.83
Less: Cash Disbursements		(969,423.68)
Add (Less) Other		842,491.04
Ending GL Balance		2,512,678.57
Ending Bank Balance		2,865,856.99
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Sep 9, 2021	15687 (29.74)
	Sep 9, 2021	15689 (23.28)
	Sep 9, 2021	15694 (97.05)
	Oct 20, 2021	15819 (1,100.00)
	Oct 22, 2021	15848 (215.12)
	Oct 22, 2021	15851 (19.24)
	Nov 30, 2021	15955 (25.00)
	Dec 15, 2021	15999 (23.28)
	Dec 15, 2021	16008 (85.00)
	Dec 15, 2021	16012 (12.72)
	Dec 15, 2021	16020 (271.26)
	Dec 30, 2021	16056 (31.04)
	Jan 18, 2022	16082 (2,600.00)
	Jan 18, 2022	16094 (4,628.55)
	Jan 18, 2022	16097 (3,016.00)
	Jan 20, 2022	16111 (4,249.78)
	Jan 21, 2022	16129 (25.00)
	Jan 27, 2022	16130 (58.00)
	Jan 27, 2022	16131 (1,100.00)
	Jan 27, 2022	16134 (500.00)
	Feb 1, 2022	16144 (12,000.00)
	Feb 2, 2022	16150 (46.56)
	Feb 2, 2022	16151 (27.16)
	Feb 2, 2022	16156 (23.28)
	Feb 2, 2022	16157 (60.00)
	Feb 2, 2022	16160 (46.56)
	Feb 2, 2022	16162 (23.28)
	Feb 2, 2022	16163 (43.03)
	Feb 3, 2022	16164 (15.66)
	Feb 3, 2022	16167 (48.28)
	Feb 3, 2022	16169 (101.66)
	Feb 3, 2022	16171 (1,006.15)
	Feb 3, 2022	16176 (46.56)
	Feb 3, 2022	16177 (45.00)
	Feb 4, 2022	16180 (19,841.25)
	Feb 4, 2022	16182 (6,999.00)
	Feb 22, 2022	16217 (374.00)
	Feb 22, 2022	16218 (7,014.50)
	Feb 22, 2022	16219 (1,232.55)
	Feb 22, 2022	16220 (1,100.00)
	Feb 22, 2022	16222 (150.00)
	Feb 22, 2022	16223 (190.00)
	Feb 22, 2022	16224 (3,382.00)
	Feb 23, 2022	16226 (178.50)
	Feb 23, 2022	16227 (75.04)
	Feb 23, 2022	16228 (451.94)
	Feb 23, 2022	16230 (2,773.87)
	Feb 23, 2022	16231 (2,409.26)

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Feb 28, 2022**  
**1014 - 1014 - BANK OF COLORADO**  
**Bank Statement Date: February 28, 2022**

Filter Criteria includes: Report is printed in Detail Format.

	Feb 23, 2022	16232	(175.00)	
	Feb 23, 2022	16233	(418.11)	
	Feb 23, 2022	16234	(1,227.50)	
	Feb 23, 2022	16235	(11,116.74)	
	Feb 23, 2022	16236	(125.18)	
	Feb 24, 2022	16237	(248.95)	
	Feb 24, 2022	16238	(1,951.18)	
	Feb 24, 2022	16239	(220.00)	
	Feb 24, 2022	16240	(198.32)	
	Feb 24, 2022	16241	(790.76)	
	Feb 24, 2022	16242	(31,649.75)	
	Feb 24, 2022	16243	(400.00)	
	Feb 24, 2022	16244	(26.00)	
	Feb 24, 2022	16245	(17,802.44)	
	Feb 24, 2022	16246	(1,900.00)	
	Feb 24, 2022	16247	(4,939.59)	
	Feb 24, 2022	16248	(1,943.05)	
	Feb 24, 2022	16249	(1,329.00)	
	Feb 24, 2022	16250	(1,323.38)	
	Feb 16, 2022	OL-0216202	(206,123.61)	
	Feb 16, 2022	OL-0216202	(1,533.88)	
	Feb 28, 2022	OL-0228202	(340.00)	
	Feb 28, 2022	OL-0228202	(1,340.00)	
Total outstanding checks				(364,937.59)
Add (Less) Other				
	Feb 28, 2022	0228-01	5,081.04	
	Feb 27, 2022	CC0227	1,120.94	
	Feb 28, 2022	CC0228	4,383.07	
	Feb 28, 2022	CCIH0219	1,062.04	
	Feb 28, 2022	MARS0219	112.08	
Total other				11,759.17
Unreconciled difference				0.00
Ending GL Balance				<u>2,512,678.57</u>

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Feb 28, 2022**  
**1015 - 1015 - COLO TRUST - GENERAL**  
**Bank Statement Date: February 28, 2022**

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	18,285,595.53
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>554.94</u>
Ending GL Balance	<u>18,286,150.47</u>
Ending Bank Balance	18,286,150.47
Add back deposits in transit	<u>                    </u>
Total deposits in transit	
(Less) outstanding checks	<u>                    </u>
Total outstanding checks	
Add (Less) Other	<u>                    </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>18,286,150.47</u></u>

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Feb 28, 2022**  
**1019 - 1019 - COLO TRUST - 2019 BOND**  
**Bank Statement Date: February 28, 2022**

Filter Criteria includes: Report is printed in Detail Format.

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Beginning GL Balance	2,615,528.01
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>78.24</u>
Ending GL Balance	<u>2,615,606.25</u>
Ending Bank Balance	<u>2,615,606.25</u>
Add back deposits in transit	<u>                    </u>
Total deposits in transit	
(Less) outstanding checks	<u>                    </u>
Total outstanding checks	
Add (Less) Other	<u>                    </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,615,606.25</u></u>



**AMENDMENT NO. 47**  
TO THE AGREEMENT FOR CONSULTING SERVICES

**TASK ORDER NO. 5**  
COORDINATION AND DESIGN SUPPORT FOR DISTRICT PROJECTS (“MISCELLANEOUS PROJECTS”)

**BUDGET ALLOCATION INCREASE**

This AMENDMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the North Weld County Water District (hereafter referred to as the “Client” or “District”) and Providence Infrastructure Consultants, Inc., (hereafter referred to as the “Consultant”). This is an Amendment to the original Agreement between the same entities dated the 26<sup>th</sup> day of June 2017. All provisions of the original Agreement are included by reference as part of this Amendment. The paragraphs below describe the Scope, Fee, and Schedule for this Amendment.

DESCRIPTION: This is a budget allocation amendment for Task Order No. 5. On February 25, 2022, the current fee allocation was 109.9% exhausted and should be increased to allow services to continue.

SCOPE: This amendment does not generally change the Scope of Task Order No. 5. The Scopes for each individual Miscellaneous Project are mutually developed between the Client and the Consultant, and progress is discussed and documented during the O&M Meetings. This amendment also adds scope for subconsultants supporting design efforts.

FEE: Fees associated with this Amendment are defined as follows. Costs will be billed on an hourly basis plus expenses for the actual time required. Subconsultant proposals for work associated with the various Miscellaneous Projects noted below (if any) are attached to this Amendment, as noted.

<b>AMENDMENT SUMMARY</b>			
<b>Item</b>	<b>Description</b>	<b>Cost/Fee</b>	<b>Notes</b>
1	Task Order No. 5 Budget Overage through February 25, 2022	\$30,354.85	Refer to Exhibit A (attached) for a delineation of the current, overall budget overage – <i>less pending Amendment No. 45 (\$230,000.00)</i>
2	Additional Fee Allocation for continued services under Task Order No. 5	\$104,599.35	N/A
3	Subconsultant fees associated with Various Miscellaneous Projects	\$15,045.80	Refer to Exhibit B (attached) for a breakdown of subconsultants and related fees, per each Miscellaneous Project task
<b>Total for this Amendment =</b>		<b>\$150,000.00</b>	



TASK ORDER SUMMARY		
Budget, per Original T.O.	\$30,000.00	01/29/2018
Previous Amendments	\$2,870,000.00	Sum of Previous Amendments <i>(including pending Amendment No. 45)</i>
Proposed Amendment Total	\$150,000.00	per the AMENDMENT SUMMARY, above
<b>Proposed Total T.O. Value</b>	<b>\$3,050,000.00</b>	<b>including this Amendment</b>

SCHEDULE: The anticipated completion schedule associated with this revised budget allocation varies per each Miscellaneous Project but is generally intended to support anticipated Consultant services through the period described above.

IN WITNESS whereof, the duly authorized representatives of the Client and Consultant have executed this AMENDMENT.

**Client**

NORTH WELD COUNTY WATER DISTRICT

**Consultant**

PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.

By: Eric Reckentine  
*(Typed Name)*

By: Darin J. Pytlik  
*(Typed Name)*

Title: District Manager

Title: Vice President

Date:

Date: 03/02/2022



# AMENDMENT NO. 47: EXHIBIT A

Providence Infrastructure Consultants, Inc.  
300 Plaza Drive  
Suite 320  
Highlands Ranch, CO 80129



Jared Rauch  
North Weld County Water District  
32825 County Road 39  
PO Box 56  
Lucerne, CO 80646

March 1, 2022

Project No.: 171016.05  
Invoice No.: 50

RE: **NWCWD Miscellaneous Projects  
Professional Services thru 2/25/2022**

<b>Task Order No. 05 - Miscellaneous Projects</b>	
Total Due:	\$44,925.33
Phase 100 Billed to Date:	\$2,855,429.52
Phase 100 Budget:	\$2,640,000.00
Phase 100 Remaining Budget:	(\$260,354.85)
Percent Complete:	109.9%
<b>PROJECT SUMMARY</b>	
<b>BILLED TO DATE:</b>	\$2,855,429.52
<b>PROJECT BUDGET:</b>	\$2,640,000.00
<b>BUDGET REMAINING:</b>	(\$260,354.85)
<b>PERCENT COMPLETE:</b>	109.9%
<b>Total Amount Due and Payable:</b>	<b>\$44,925.33</b>

Providence Infrastructure Consultants

Daniel Rice, P.E.  
Project Principal



## AMENDMENT NO. 47: EXHIBIT B

AMENDMENT NO. 41 - EXHIBIT B				
Miscellaneous Project		Subconsultant	Service	Fee
094	WCR 74/33 Intersection	Colorado Utility Finders	Potholing	\$ 5,907.00
099	35th Ave./O St. Intersection	Magna IV Engineering	Electrical Engineering	\$ 9,138.80
<b>Subconsultant Total for Amendment, incl. 10% Admin. Mark-Up =</b>				<b>\$ 15,045.80</b>





In accordance with the Master Services Agreement (MSA) between PROVIDENCE Infrastructure Consultants (PROVIDENCE) and Colorado Utility Finders (SUBCONSULTANT), effective December 1<sup>st</sup>, 2021, this Task Order No. 5 describes the Scope of Services, Time Schedule, Price and Payment Terms for the task order assignment.

#### **Scope of Services**

The project includes the design for NWCWD waterline relocations associated with the upcoming WCR 74/33 intersection improvements proposed by Weld County. The SUBCONSULTANT, under subcontract to PROVIDENCE, will perform hydro-excavation utility potholing services for the project. The services include the following:

- Utility potholing (approximately 22 in total) in the vicinity of WCR 74/33 (specific potholing locations provided electronically via Google Earth files).

#### **Assumptions:**

- Depth of potholes limited to 15 feet.
- Water and spoils disposal are not available at the site.

#### **Price and Terms:**

The proposed fee for the scope of work will be invoiced based on a Unit Price (UP) basis with a total not to exceed budget of \$5,370.00 described in the attached estimate #1368 dated January 27, 2022. Additional charges require prior authorization by PROVIDENCE.

#### **Additional Services:**

Additional services may also be provided upon request through an additional Task Order. The additional services would be provided on a time and material basis.

#### **Schedule:**

The services described in this Task Order shall be completed by March 10, 2022 or as agreed to by both parties.



**Approval and Acceptance:**

IN WITNESS WHEREOF, this AMENDMENT is acknowledged by the following signatures of the Authorized Representatives of the parties to this Task Order.

**PROVIDENCE Infrastructure Consultants, Inc.**

**Colorado Utility Finders**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Darin Pytlik \_\_\_\_\_

Name: Ian Gutzman \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Title: General Manager \_\_\_\_\_

Date: 01/31/2022 \_\_\_\_\_

Date: 2/1/22 \_\_\_\_\_

**Attachments:**

- 1. Estimate #1368 from Colorado Utility Finders

**Colorado Utility Finders**  
 PO Box 7506  
 Loveland, CO 80537  
 info@coloradoutilityfinders.com



## Estimate

**ADDRESS**

Dillon Cowing  
 Providence Infrastructure Consultants  
 300 Plaza Drive, Suite 320  
 Highlands Ranch, Colorado  
 80129

**ESTIMATE #** 1368

**DATE** 01/27/2022

**JOB NAME**

NWCWD 74/33 Intersection

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Administrative Fee	1	150.00	150.00
	Locate Meet	1	150.00	150.00
	Utility Potholing: Test Hole 0.01'-4.99' Deep	12	185.00	2,220.00
	Utility Potholing: Test Hole 5.00' to 9.99' Deep	6	205.00	1,230.00
	Utility Potholing: Test Hole 10.00' to 14.99' Deep	4	225.00	900.00
	Water Fee	4	80.00	320.00
	Spoils Disposal	4	100.00	400.00

Please sign below to indicate acceptance of this Estimate and the General Terms and Conditions on the second page.

TOTAL

**\$5,370.00**

Accepted By

Accepted Date



**MASTER SERVICES AGREEMENT  
PURCHASE ORDER NO. 20  
FOR  
NWCWD – 35TH AVE. & O ST. MASTER METER VAULT**

In accordance with the Master Services Agreement (MSA) between PROVIDENCE Infrastructure Consultants (PROVIDENCE) and Magna IV Engineering (CONSULTANT), effective August 18, 2016 this Purchase Order describes the Scope of Services, Time Schedule, Price and Payment Terms for the above-referenced project.

**Scope of Services:**

PROVIDENCE has been retained by the North Weld County Water District for design and construction phase services for a new master meter vault with the Town of Severance. The CONSULTANT, under subcontract to PROVIDENCE, will perform the electrical engineering design and construction phase services for the project. This scope of work is further described in the fee estimate from Magna IV Engineering, dated 02/07/2022, which is attached to this Purchase Order for reference purposes.

**Schedule:**

The schedule will be mutually agreed upon between PROVIDENCE and CONSULTANT.

**Price and Terms:**

The proposed hours and fee for the scope of work are as describe on the attached fee estimate. The tasks will be invoiced as time and materials upon completion; with a total not to exceed budget as follows:

Design Phase:	<u>\$6,181.00</u>
Construction Phase:	<u>\$2,127.00</u>
Total:	<u>\$8,308.00</u>

Billing rates will be in accordance with the current rate schedule per the above referenced MSA.



PURCHASE ORDER NO. 20

NWCWD – 35TH AVE. & O ST. MASTER METER VAULT

**Approval and Acceptance:**

IN WITNESS WHEREOF, this Purchase Order is acknowledged by the following signatures of the Authorized Representatives of the parties to this Purchase Order.

PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.

MAGNA IV ENGINEERING

Ryan Lorenz

Digitally signed by Ryan Lorenz  
DN: C=US, E=rlorenz@magnaiv.com,  
O=Magna IV USA INC.,  
OU=Engineering, CN=Ryan Lorenz  
Date: 2022.02.07 12:53:31 -0700

By: Darin J. Pytlik, P.E.

By: Ryan Lorenz, P.E.

*(Typed Name)*

*(Typed Name)*

Title: Vice President

Title: Electrical Engineer

Date: 02/07/2022

Date:



96 Inverness Drive East, Suite R  
Englewood, CO 80112  
p 303.799.1273 f 303.790.4816 ff 800.462.3157

**File:** P4265-E22-24560

February 7, 2022

**PROVIDENCE INFRASTRUCTURE CONSULTANTS**  
4901 EAST DRY CREEK ROAD | SUITE 210  
Centennial, CO 80122

Via:  email  
 fax  
 mail

**Attention:** Darin Pytlík  
Engineer

Dear Sir:

**Re:** NWCWD 35<sup>th</sup> and O St. Meter Vault

We at Magna IV Engineering thank you for the opportunity to submit this proposal to provide electrical engineering services for the 35<sup>th</sup> and O st. Meter Vault; simply referred to hereafter as the "Project".

As a single-discipline, electrical engineering and technical field services firm, Magna IV Engineering is highly focused on providing electrical, instrumentation, controls, and lighting solutions to a wide range of industry sectors, including the water & wastewater treatment market sector. Our focus on providing Superior Client Service and Practical Solutions has helped us foster long-term relationships with our clients. Some of our clients have been seeking our expertise for over 28 years!

Providing a high quality of service and expertise is something that we take pride in, everywhere that we do business. This has allowed us to expand from our original office in Edmonton, AB, into other markets, including Denver, Houston, Calgary, Fort McMurray, Denver, and Santiago, Chile. Over the next 5-10 years, we anticipate continued growth throughout western Canada, the US, and South America. As we grow, we continue to stay focused on providing our clients with a high quality service offering.

We look forward to the potential opportunity to discuss with you further our capabilities and capacity to perform Engineering Consulting Services for your Substation projects.

Yours Truly,

**MAGNA IV ENGINEERING**

Ryan Lorenz, PE  
**Electrical Engineer**



## 1. Project Understanding

This proposal is based on the email communication and phone conversation on 2/4/2022 with Darin Pytlik (Providence Infrastructure).

It is our understanding that no concept design or preliminary design services are required; once the contract is awarded, the electrical design will move directly to detailed design.

The scope of services includes the detailed Electrical engineering design for a new utility service to provide power to an EFI capsule "vault". It is our understanding the EFI capsule internal components will be pre-wired and "ready" for a main power connection.

Drawing deliverables included as part of this proposal are as follows:

- 95% Issue for Review Package
- Issue for Tender Package
- Issue for Construction Package

## 2. Engineering Tasks

### 2.1. Concept Design

No concept design required

### 2.2. Preliminary Design

No concept design required

### 2.3. Detailed Design

#### 1.1 Power Distribution Design Including:

- .1 *Electric Utility Coordination*
- .2 *Site Plan*
- .3 *Enlarged Power Plan*
- .4 *Single Line Diagram*
- .5 *Installation Details*

#### 1.2 Division 26 Specifications

#### 1.3 Issued for Bid Drawings and Specifications

### 2.4. **Bidding Phase Services**

#### 1.4 Answering Contractors questions and requests for clarifications during tender period

### 2.5. **Construction Phase Services**

#### 1.5 Submittal Review

#### 1.6 Answering RFI's

#### 1.7 Commissioning Witness and Final Inspection

### 2.6. **Post Construction**

#### 1.8 Review Contractor Prepared O&M manuals and provide comment

#### 1.9 Prepare As-Built Record drawings

## 3. Assumptions

Magna IV Engineering identifies the following assumptions as part of our proposal.



This proposal is based on those particulars indicated in Item 1 (Project Understanding) of this proposal. Should there be any change or modification in Item 1 (Project Understanding), we would be pleased to provide to you a revised/modified scope of work and fee accordingly.

The following assumptions are made in providing this proposal:

1. All drawing backgrounds for the area of work will be provided to Magna IV Engineering by Providence Infrastructure.
2. EFI capsule submittal and electrical service requirements will be provided during design phase.
3. PLC/SCADA panel and Instrumentation & Controls design will be by others.
4. 4 submittal packages for review
5. 2 contractor RFI's
6. 1 Site for utility coordination
7. 1 Final completion site visit

#### 4. Proposal Fees

Our proposed fixed fee based on this proposal is **\$8,308.00**. This fee includes the scope of work as noted in Section 1.

The breakdown of fee is as follows:

1.0	Design Services	
	Electrical Detailed Design & Specifications	\$4,420.00
	(1) Site Visit	\$1,107.00
	Project Management, Administration, & QC Review	\$654.00
	<b>Sub Total</b>	<b>\$6,181.00</b>
3.0	Construction Phase Services	
	Submittal & RFI Review	\$680.00
	(1) Site Visits	\$1,107.00
	As-Build Record Drawings	\$340.00
	<b>Sub Total</b>	<b>\$2,127.00</b>
	<b>Total</b>	<b>\$8,308.00</b>

#### 5. Billing Terms

Invoicing is completed monthly on a percent complete basis and due 30 days from receipt of invoice.

#### 6. Closing

Thank you for the opportunity to provide this proposal. Please feel free to contact us for any clarifications that may be required.



**INDEPENDENT CONTRACTOR AGREEMENT**  
**CONSULTING SERVICES – MASTER SERVICES**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the \_\_\_ day of March, 2022, by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and STANTEC CONSULTING SERVICES, INC., a New York corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

**Exhibit A)** or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all applicable Laws related to and while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10<sup>th</sup> of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance,

errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using 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 Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. To the extent the Contractor has been paid for its services under this Agreement, the Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless (but not defend) the District and each of its directors, officers, contractors, and employees, (collectively, the "**District Indemnitees**"), from and against any and all losses, liabilities, actions, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent caused by the negligent acts, errors or omissions, of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

c. The total amount of all claims the District may have against the Contractor under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$100,000. As the District's sole and exclusive remedy under this Agreement any claim, demand or suit shall be



directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: North Weld County Water District  
P.O. Box 56  
32825 Weld County Road 39  
Lucerne, CO 80646  
Attention: Eric Reckentine, District Manager  
Phone: (970) 395-0097  
Email: [ericr@nwcwd.org](mailto:ericr@nwcwd.org)

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Zachary P. White  
Phone: (303) 858-1800  
E-mail: [zwhite@wbapc.com](mailto:zwhite@wbapc.com)

Contractor: Stantec Consulting Services, Inc.  
3325 S. Timberline Road, Suite 150  
Fort Collins, CO 80525  
Attention: Pamela Massaro  
Phone: (970) 893-4807

Email: [pamela.massaro@stantec.com](mailto:pamela.massaro@stantec.com)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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

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Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Consulting Services  
(Master Services) with Stantec Consulting Services, Inc.*

CONTRACTOR:  
STATTEC CONSULTING SERVICES,  
INC., a New York corporation



PAMELA A.K. MASSARO

Printed Name

PRINCIPAL

Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2022, by PAMELA A.K. MASSARO as the PRINCIPAL of Stantec Consulting Services, Inc.

Witness my hand and official seal.

My commission expires: March 2, 2022

RHONDA J. ARMKNECHT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984002131  
MY COMMISSION EXPIRES MAR 2, 2022

  
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Consulting Services  
(Master Services) with North Weld County Water District*

## EXHIBIT A

### INITIAL SCOPE OF SERVICES / COMPENSATION SCHEDULE

#### PROJECT/TASK ONE:

NWCWD's ArcGIS Hydraulic model (InfoWater) - Engineering Support Services in 2022-23 project

Budget of NWCWD for ArcGIS Hydraulic model (InfoWater) - Engineering Support Services in 2022: **Not to exceed (NTE) \$50,000**

Scope of work described below: Perform the professional services that include but not be Limited to the Following:

- 1) Identification of a project manager, who will serve as a contact person (David Wiggins).
- 2) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 3) Review background information.
- 4) Attend meetings with Leslie to become familiar with InfoWater.
- 5) Complete InfoWater Calibration and model sensitivity runs. For current approved infrastructure/service area.

#### PROJECT/TASK TWO:

NWCWD for "on call" Engineering Support Services in 2022-23 project (DEVELOPMENT REVIEWS)

Budget of NWCWD for "on call" Engineering Support Services in 2022: **Not to exceed (NTE) \$50,000**

Scope of work described below: Perform the professional services that include but not be Limited to the Following:

- 1) Identification of a project manager, who will serve as a contact person (David Wiggins).
- 2) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 3) Assist in reviewing NWCWD design criteria and standards for proposed developments projects. (Potable water distribution system document dated February 8, 2021)
- 4) Provide engineering assistance and customary civil and engineering design services on various projects, if requested.
- 5) Provide necessary InfoWater modeling services on various projects, when requested.
- 6) Prepare reports, if requested.



- 7) Provide construction engineering observations as requested by the NWCWD.

**PROJECT/TASK THREE:**

NWCWD for REGIONAL MASTER PLANNING Engineering Support Services in 2022-23 project

Budget of NWCWD for REGIONAL MASTER PLANNING Engineering Support Services in 2022-23: **Not to exceed (NTE) \$50,000**

Scope of work described below: Perform the professional services that include but not be Limited to the Following:

- 1) Identification of a project manager, who will serve as a contact person (David Wiggins).
- 2) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 3) Develop Alternatives for various municipal growth scenarios. Develop a Capital Improvement Plan (CIP) for two alternatives and estimate of probable construction cost (OPCC).
- 4) Develop a cap for water delivery for each municipality, given existing infrastructure capacity limitations.
- 5) Provide necessary InfoWater modeling services.
- 6) Prepare reports, if requested.

**EXHIBIT A-1**

CONTRACTOR'S COMPLETED W-9

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	<b>2</b> Business name/disregarded entity name, if different from above		
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code		
	<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																														
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Julie Weber</i>	Date ▶ 03/03/2022
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage;
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
5. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

**EXHIBIT B-1**

CERTIFICATE(S) OF INSURANCE

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Stantec Consulting Services Inc.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input checked="" type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____             </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>  5  </u></p> <p>Exemption from FATCA reporting code (if any) <u>  N/A  </u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>(crsp) 3325 S Timberline Rd, Ste 150 / (remit to) 13980 Collections Center Dr.</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Fort Collins, CO 80225 / Chicago, IL 60693</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
1	1	-	2	1	6	7	1	7	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Dawn Sanborn</i>	Date ▶ 11/18/2019
------------------	--	-------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Stantec Consulting Services Inc.

is an entity formed or registered under the law of New York, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091599688.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/01/2022 that have been posted, and by documents delivered to this office electronically through 03/02/2022 @ 14:38:39.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/02/2022 @ 14:38:39 in accordance with applicable law. This certificate is assigned Confirmation Number 13836413.



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**Longs Peak Dairy  
Water/P.I. Transfer Request**



**Meter 5933  
Add 5 W / 5 P.I.**

Meter 1236 has 7 W / 7 P.I.  
They are requesting to  
move 5 W / 5 P.I. to Meter  
5933 and 1 W / 1 P.I. to a  
proposed Meter located at  
35490 CR 61.  
  
The proposed Meter at  
35490 CR 61 would require  
a line extension.

**Proposed Meter at 35490 CR 61  
1 W / 1 P.I.**

**Meter 1236  
1 W / 1 P.I. remaining  
after transfer**



March 3<sup>rd</sup> of 2022

## NWCWD Board Meeting Request

NWCWD Board of Directors  
32825 Co Rd 39, Lucerne, CO 80646

Ryan and Sarah Woodland  
11586 CR 80 Eaton, CO 80615

RE: Water Tap Transfer Request

To Whom It May Concern,

We are requesting to relocate one of our two existing water taps for the purpose of building our family's home on the northern section of our farm. Our property currently contains two parcels compiling of approximately 146 acres. The parcel numbers associated with the farm ground are 070524000023 and 070524000029.

We are requesting to relocate NWCWD account number 1960001, address of 11407 CR 78 Eaton, CO 80615. We would like to relocate this tap to the location of NWCWD account number 1224001, address of 11586 CR 80 Eaton, CO 80615. This would provide us with two permittable taps and make us eligible to Weld County Planning Department to build our home for our family to live in. The equipment storage/carriage house which currently occupies the tap mentioned above of account number 1224001 is in process of final inspection for Certificate of Occupancy. We are not able to obtain a permit for our family's home until this is approved.

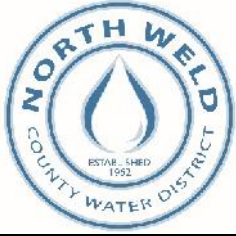
Sincerely,



Ryan Woodland



Sarah Woodland



**JUST COMPENSATION  
WAIVER VALUATION**

**WV North Weld County Water District**

Project: Line 1 Replacement

Parcel No.: PE-LCR-3-3 and TE-LCR-3-3

Owner Name: Teal Creek Homeowners Association,  
a Colorado nonprofit corporation

Location: Highway 14 and LCR 1, Fort Collins, CO

The subject property is located at Highway 14 and Larimer County Road 1, Fort Collins, CO in Larimer County (Subject). The Subject is owned by Teal Creek Homeowners Association (the Owner). It is legally described as Outlots A through D, inclusive, Teal Creek P.U.D., according to the recorded plat therefore being located in Section 13, Township 7 North, Range 68 West of the 6th P.M., in Bargain and Sale Deed dated November 19, 2002, recorded May 22, 2003, at reception number 20030062949. The Subject is identified by the Larimer County Assessor as Parcel No. 87130106001. Per assessor records, the Subject is 305,356 square feet ± (7.01 acres) in size, irregular in shape, and zoned Residential HOA Common. The Subject is accessed from Larimer County Road 1. No vertical improvements identified that would be affected by the construction of the Line 1 Replacement Project (Project). To facilitate construction of the Project, the North Weld County Water District requires the acquisition of one (1) Permanent Easement, PE-LCR-3-3 and one (1) Temporary Construction Easement, TE-LCR-3-3.

Parcel PE-LCR-3-3, a permanent easement, contains an area of 1.463 acres ±, and is rectangular in shape. PE-LCR-3-3 is more particularly described and depicted on the attached exhibits. PE-LCR-3-3 is required for construction, maintenance and operation of a forty-eight-inch (48") ductile iron potable water pipeline. The surface of PE-LCR-3-3 consists of native grass.

Parcel TE-LCR-3-3, a temporary construction easement, contains an area of 1.987 acres ±, and is rectangular in shape. TE-LCR-3-3 is more particularly described and depicted on the attached exhibits. TE-LCR-3-3 will be acquired for a term of one (1) year, commencing upon the start of construction activities within TE-LCR-3-3. TE-LCR-3-3 is required for construction and access. The surface of TE-LCR-3-3 consists of native grass. The surface will be restored to a condition similar to what exists prior to construction except as modified to accommodate project improvements. No personal property requiring relocation was identified during the site inspection.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
PE-LCR-3-3	1.463 AC	\$ 27,000 /AC	50%	\$ 19,750.50
Total Land				\$ 19,750.50
Improvements Value Part Taken: Describe Below	Contributory Value: Per Unit Basis or Lump Sum Basis			
				\$0.00
+ Total Improvements				\$0.00

TE	Purpose	Area SF or AC	\$/Unit	% rate of return / duration	
TE-LCR-3-3	Construction of Water Pipeline	1.987 AC	\$ 27,000 /AC	10% / annum x 1 year	\$ 5,364.90
Damages (Cost to Cure). Describe and quantify:					
+Total Temporary Easements and Damages (Cost to Cure)					\$ 5,364.90
= Total Compensation Estimate					= \$ 25,150.00 (Rounded)

**Has the owner or designated representative accompanied the District's representative during inspection of the property?**

- Yes Date: December 10, 2021  
 No Describe efforts made:

Signed by: Richard B. Pittenridge, TRS Corp.	Date:
Approved by: North Weld County Water District	Date:

**EXHIBIT A**

**PE-LCR-3-3**

A strip of land, 50-foot-wide, being a portion of Outlot A of Teal Creek P.U.D. recorded May 22, 2003 at Reception No.20030062943 of the Official Records of Larimer County, located in the Northeast Quarter (NE 1/4) of Section Thirteen (13), 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, being more particularly described as follows:

**COMMENCING** at the Northeast Corner of Section (13) and assuming the Northerly line of the Northeast Quarter of said Section 13 as bearing North 89°57'31" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2648.75 feet with all other bearings contained herein relative thereto;

THENCE South 89°57'31" West along said Northerly line of the Northeast Quarter of Section 13 a distance of 50.00 feet;

THENCE leaving said Northerly line South 00°15'56" East a distance of 32.18 feet to the Northeasterly corner of said Outlot A, said point being the **POINT OF BEGINNING**;

THENCE South 00°15'56" East along the Easterly line of said Outlot A, being also the Westerly right-of-way line of Weld County Road No.13 a distance of 50.06 feet;

THENCE leaving said Easterly line of Outlot A North 87°33'20" West a distance of 31.32 feet;

THENCE South 89°58'01" West a distance of 1243.12 feet to the Westerly line of said Outlot A;

THENCE North 00°14'32" West along last said Westerly line a distance of 50.00 feet to the Northwest corner of said Outlot A, said point being also on the Southerly right-of-way line of State Highway 14;

THENCE along said Southerly right-of-way line, also being the Northerly line of said Outlot A the following two (2) courses:

1. North 89°58'01" East a distance of 1244.38 feet;
2. South 87°33'20" East a distance of 30.03 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 63,721 Square Feet or 1.463 Acres, more or less ( $\pm$ ), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

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



Vladislav D. Skrejev- On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38705

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

PE-LCR-3-3  
63,721 sq. ft.  
1.463 acres

NORTH COR.  
W1/2, NE1/4  
SEC.13 T.7N., R.68W

N89°57'31"E 2,648.75'  
(BASIS OF BEARINGS)

P.O.C.  
NE COR.  
SEC.13  
T.7N., R.68W.

STATE HIGHWAY 14

N89°57'31"E 1324.37' (RIGHT OF WAY VARIES)

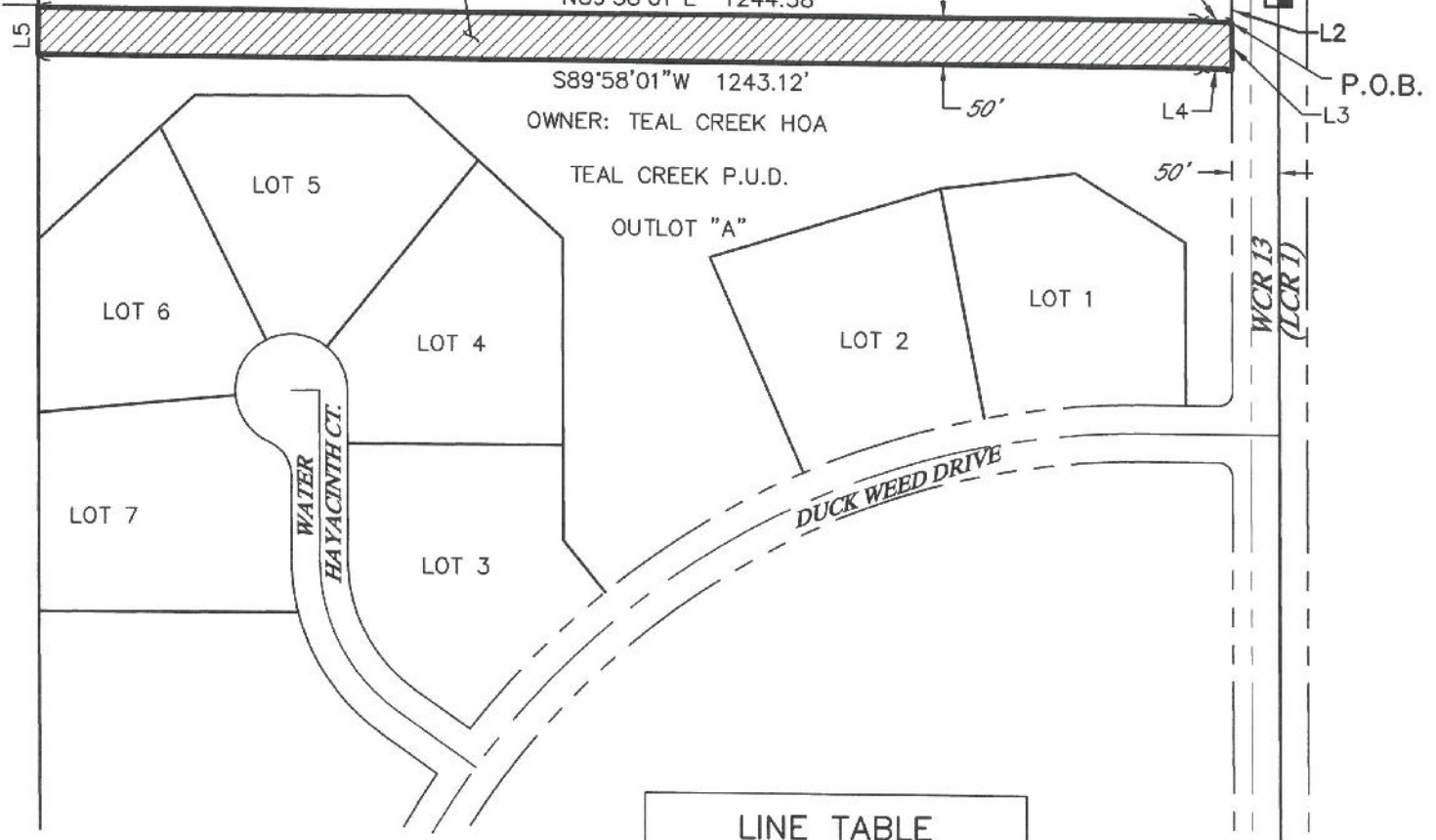
N89°58'01"E 1244.38'

S89°58'01"W 1243.12'

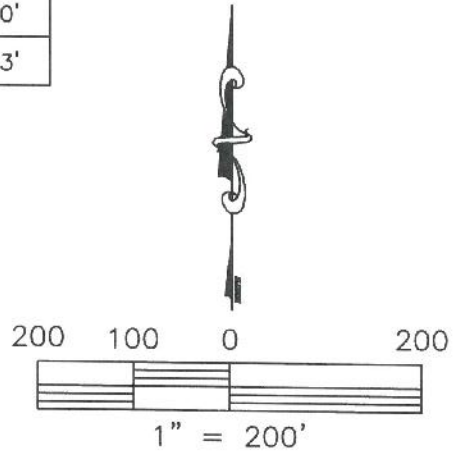
OWNER: TEAL CREEK HOA

TEAL CREEK P.U.D.

OUTLOT "A"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°57'31"W	50.00'
L2	S00°15'56"E	32.18'
L3	S00°15'56"E	50.06'
L4	N87°33'20"W	31.32'
L5	N00°14'32"W	50.00'
L6	S87°33'20"E	30.03'



Vladislav D. Skrejev – On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38705

NOTE: This exhibit drawing is not intended to be a monumented 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.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)



**KING SURVEYORS**

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

PROJECT NO: 20180681  
DATE: 12/2/2021  
CLIENT: NWCWD  
DWG: 20180681\_PE-LCR-3-3  
DRAWN: VDS CHECKED: DBD

**EXHIBIT A**

**TE-LCR-3-3**

A parcel of land, being a portion of Outlot A of Teal Creek P.U.D. recorded May 22, 2003 at Reception No.20030062943 of the Official Records of Larimer County, located in the Northeast Quarter (NE 1/4) of Section Thirteen (13), 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, being more particularly described as follows:

**COMMENCING** at the Northeast Corner of Section (13) and assuming the Northerly line of the Northeast Quarter of said Section 13 as bearing North 89°57'31" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2648.75 feet with all other bearings contained herein relative thereto;

THENCE South 89°57'31" West along said Northerly line of the Northeast Quarter of Section 13 a distance of 50.00 feet;

THENCE leaving said Northerly line South 00°15'56" East a distance of 82.24 feet to a point on the Easterly line of said Outlot A, being also the Westerly right-of-way line of Weld County Road No.13, said point being the **POINT OF BEGINNING**;

THENCE South 00°15'56" East along said Easterly line a distance of 75.08 feet;

THENCE leaving said Easterly line North 87°33'20" West a distance of 33.24 feet;

THENCE South 89°58'01" West a distance of 807.42 feet to a point on the Northerly line of Lot 5 of said Teal Creek P.U.D.;

THENCE along said Northerly line of said Lot 5 the following three (3) courses:

1. North 47°31'06" West a distance of 52.01 feet;
2. South 89°28'02" West a distance of 227.73 feet;
3. South 46°53'14" West a distance of 48.55 feet;

THENCE leaving said Northerly line of Lot 5 South 89°58'01" West a distance of 132.56 feet to a point on the Westerly line of said Outlot A;

THENCE North 00°01'59" West along said Westerly line a distance of 75.00 feet;

THENCE leaving said Westerly line North 89°58'01" East a distance of 1243.12 feet;

THENCE South 87°33'20" East a distance of 31.32 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 86,555 Square Feet or 1.987 Acres, more or less ( $\pm$ ), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

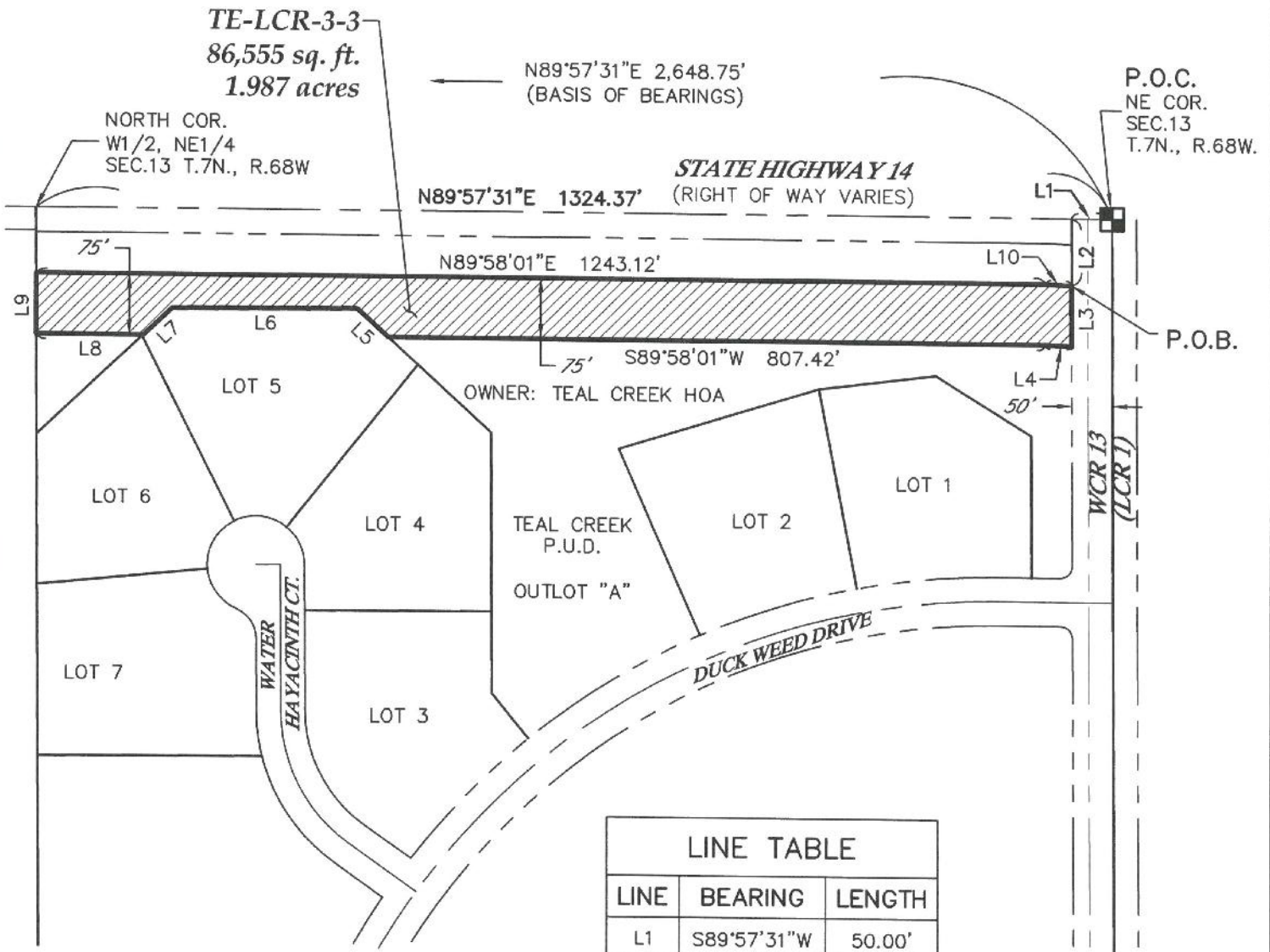
**SURVEYORS STATEMENT**

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

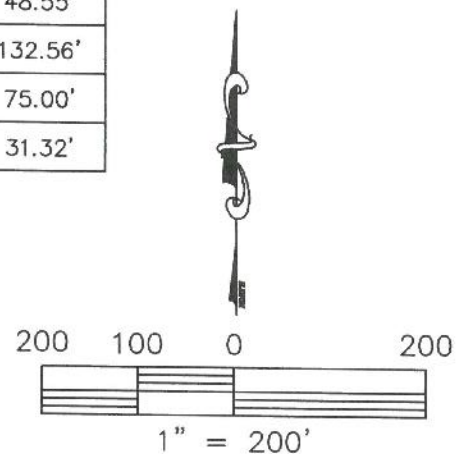


Vladislav D. Skrejev- On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38705

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°57'31"W	50.00'
L2	S00°15'56"E	82.24'
L3	S00°15'56"E	75.08'
L4	N87°33'20"W	33.24'
L5	N47°31'06"W	52.01'
L6	S89°28'02"W	227.73'
L7	S46°53'14"W	48.55'
L8	S89°58'01"W	132.56'
L9	N00°01'59"W	75.00'
L10	S87°33'20"E	31.32'



Vladislav D. Skrejev – On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38705

NOTE: This exhibit drawing is not intended to be a monumented 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.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)



**KING SURVEYORS**

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

PROJECT NO:20180681  
DATE: 12/2/2021  
CLIENT: NWCWD  
DWG: 20180681\_TE-LCR-3-3  
DRAWN: VDS CHECKED: DBD



**Waiver Valuation Research Data  
North Weld County Water District**

Parcel #: PE-LCR-3-3 and TE-LCR-3-3	Project: Line 1 Replacement	Prepared by: Richard B. Pittenridge
Address: LCR 1 & Highway 14, Fort Collins, CO	Owner: Teal Creek HOA	Date: 2/14/2022

	Property	Sale Date	Size/Acre	Price	Price/Unit	Adjustment	Value	Proximity to Subject	Parcel Data Source
	APN	Date	Size	\$	\$	#	\$	Distance	Information
S-1	87114-40-015 & 87144-40-016	4/14/2021	177.29/ac	\$3,975,000	\$22,421/ac	+10% Time	\$24,663/ac	½ mile S	Smith Valuation
S-2	0807-06-400-030 & 0807-06-100-032	1/29/2021	178.43/ac	\$5,208,000	\$23,583/ac	+10% Time	\$25,941/ac	5 miles SE	Smith Valuation
S-3	0807-122-00-016	1/29/2021	144.73/ac	\$2,993,000	\$20,678/ac	+10% Time	\$24,814/ac	10 miles SE	Smith Valuation
S-4	0807-081-00-001	11/5/2021	253.16/ac	\$10,000,000	\$35,501/ac	-15% superior	\$30,218/ac	6 miles SE	Smith Valuation

**Subject use:** The Subject is zoned PUD unimproved HOA and is currently vacant land with native vegetation.

**Subject Site Size:** Is a 7.01 acre out lot being part of 199.76 acres combined paper subdivision per the Teal Creek P.U.D. plat and Larimer County Assessor.

**Acquisition Type/Size:** The project requires the acquisition of one permanent easement (PE-LCR-3-3) containing approximately 1.463 acres and one temporary easement (TE-LCR-3-3) containing approximately 1.987 acres.

**Comparable Sales:** Market data research is provided by Smith Valuation Consultants, LLC, along with information from Larimer and Weld County Assessor's public records website.

**Proposed use of Acquisitions:** PE-LCR-3-3 is needed to construct, operate, and maintain a forty-eight-inch (48") ductile iron potable water pipeline and TE-LCR-3-3 is needed to facilitate construction of the water pipeline.

**Notes/Comments:** Sales of paper subdivisions are hard to find therefore we used vacant land sales of similar size as the subject. This was based on discussions with Smith Valuations and their analysis of market conditions. All of the sales are similar and size and could be subdivided and are with the general vicinity of the subject. These sales represent properties that could be subdivided within similar location to development. Sales 1, 2, & 3 need some type of adjustment due to the date of sale. Sale 4 is superior to the subject and required a negative adjustment. Reviewing the information provided, all sales are a good representation and would indicate the value to be between \$25,000 to \$30,000. Since the subject is located off Highway 14 frontage not far from I-25, a value towards the higher end of the range seems appropriate.

Based on the foregoing information, I have surmised the probable value for unimproved land (as if vacant) is:

**\$27,000.00 / AC**

**General Information**

Parcel Number:  
 Schedule Number:  
 Account Number:  
 Tax District: **2**  
 Property Tax Year: 2020  
 Current Mill Levy:

**Property Address:**  
  
**Owner Name & Address:**

**Sales Information**

Click a Sale Date to recorded document details, or Reception No. to view the document (registration required).

Sale Date (info)	Reception No. (doc)	Sale Price	Deed Type
<a href="#">2002-11-19</a>	<a href="#">20030062949</a>	\$0	Bargain And Sale Deed

**2019 Value Information**

Abstract Code/Description		Value Type	Actual Value	Assessed Value	Net Acres	Net Sq Ft
1116	Res pud unim HOA common	Land	\$500	\$145	7.01	305,356
<b>Totals:</b>			<b>\$500</b>	<b>\$145</b>	<b>7.01</b>	<b>305,356</b>

CO

**Building Improvements**

No building improvement information is currently available for this property. <sup>CO</sup>

**Property Attributes & Descriptions**

Attribute	Attribute Description
Neg Econ Infl	Railroad LC
Utilities	Electricity

\* Land Attribute Standard includes: Natural Gas, Public Water, Public Sewer, Electricity, Public Streets, Sidewalks, Streetlights and Curb & Gutter

**Property Tax History**

Click a year to view "Tax Due Dates" and "Where My Taxes Go" in the right column.

Year	Total Tax Liability	Property Balance	Owner Tax Liability	State Tax Liability	Total Actual Value	Total Assessed Value
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0

**Property Tax Status**








<b>Tax Liens</b>	No
<b>Treasurer's Deed</b>	No
<b>Tax Deferred</b>	No
<b>Delinquent Prior Year(s) Taxes</b>	No



# Larimer County Web Map




## Legend

- |  |  |   |
|--|--|---|
|  Subdivisions            |  Major Rivers and Streams     |  Other |
|  Tax Parcels             |  Rivers and Streams           |   |
|  PLSS Township and Range |  County Boundary              |   |
|  PLSS Sections           |  Rocky Mountain National Park |   |
|  PLSS Quarter Sections   |  Incorporated Areas           |   |

## Notes

0.1                      0                      0.1 Miles



Scale  
1: 4,800



Date Prepared: 2/14/2020 10:10:49 AM

This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.



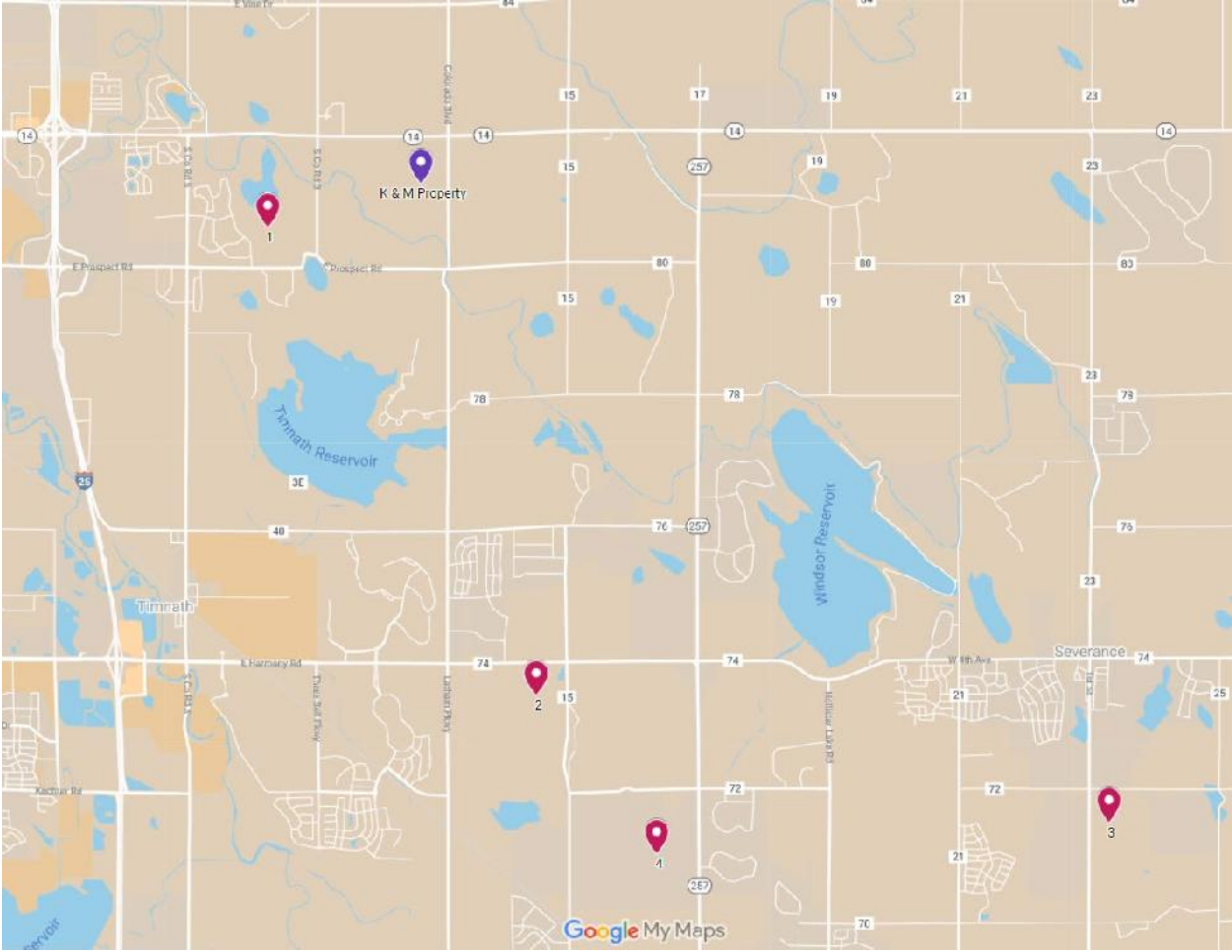




## Summary Table

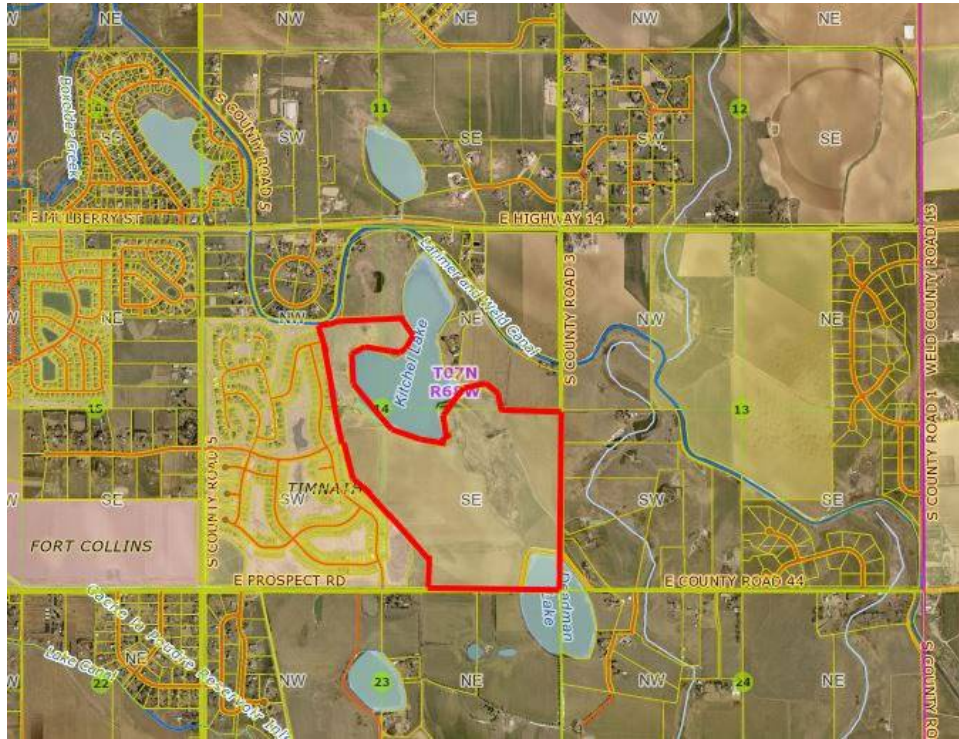
LAND COMPARABLE SUMMARY						
Sale No.	Grantor/ Grantee	Sale Date/ Reception No.	Sale Price	Size in Acres	Sale Price per Acre/ Land Only	
1	Serratoga Falls, LLC/ Kitchel Lake F3 LLC	04-14-21/ 20210038668	\$3,975,000	177.290	\$22,421/ \$22,421	
2	Kenneth D. Knievel and Karen M. Knievel, et al./ Serfer Ventures, LLC	01-29-21/ 4677839	\$5,208,000	178.430	\$29,188/ \$23,583	
3	Tailholt Land & Water Investments, Inc./ Kenneth Donald Knievel and Karen M. Knievel	01-29-21/ 4677821	\$2,993,000	144.737	\$20,678/ \$20,678	
4	WINTAC INVESTMENTS LLC/ PRAIRIE SONG DEVELOPMENT LLC	11-05-21/ 4774576	\$10,000,000	253.160	\$39,501/ \$35,551	

# Comparable Sales Map



## Detailed Sale Write Ups

### LAND SALE NO. 1

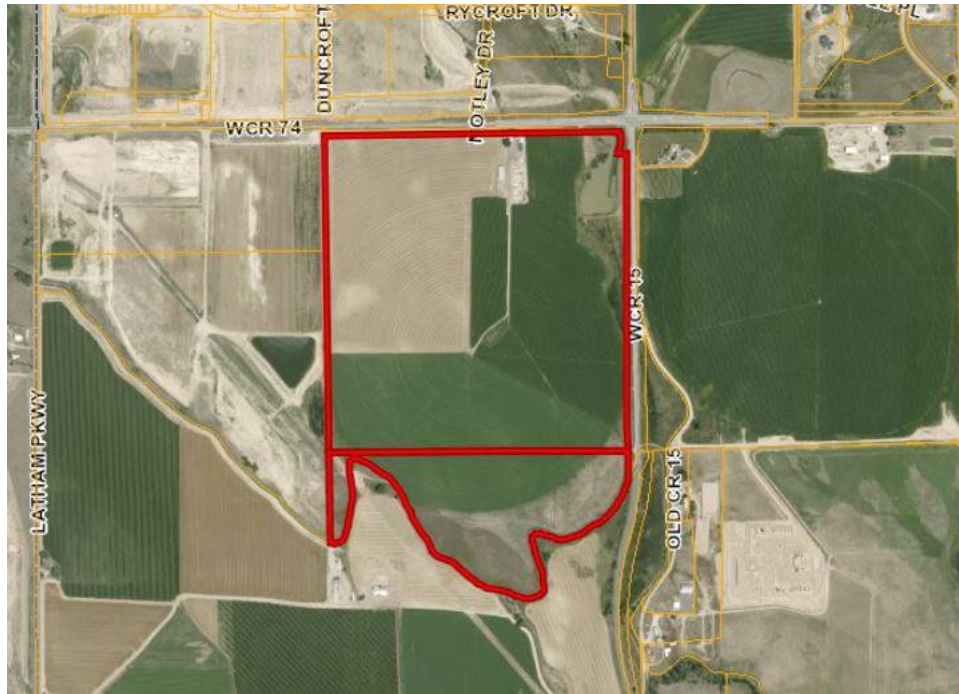


Assessor Aerial

<b>SALE DATE:</b>	April 14, 2021
<b>GRANTOR:</b>	Serratoga Falls, LLC
<b>GRANTEE:</b>	Kitchel Lake F3 LLC
<b>RECORDING DATA:</b>	Reception No. 20210038668, Larimer County
<b>SALE PRICE:</b>	\$3,975,000
<b>ASSESSOR NUMBER:</b>	87144-40-015 and 87144-40-016
<b>ADDRESS/LOCATION:</b>	North side of East Prospect Road west of LCR 3, Timnath, CO
<b>LEGAL DESCRIPTION:</b>	Tracts O and P, Serratoga Falls 2nd Filing, Larimer County, CO
<b>ZONING:</b>	R-2 (Single Family Residential), Town of Timnath
<b>UTILITIES:</b>	All utilities extended to site
<b>IMPROVEMENTS:</b>	None
<b>TOPOGRAPHY:</b>	Relatively level
<b>SHAPE:</b>	Irregular
<b>LAND AREA:</b>	177.290 acres
<b>SALE PRICE/UNIT:</b>	\$22,421 per acre (overall and land only)
<b>FINANCING/TERMS:</b>	Cash

**REMARKS:** This property is located at the northwest quadrant of East Prospect Road and South County Road 3 in the Town of Timnath, Larimer County, Colorado. Serratoga Falls is being built out by several builders including Richmond Homes. Timnath Middle-High School was completed in 2021 just to the west of this site on Prospect Road. These tracts in the easterly portion of the subdivision will be subdivided into single-family residential lots. There were no water rights included in the sale price.

## LAND SALE NO. 2



Assessor Aerial

<b>SALE DATE:</b>	January 29, 2021
<b>GRANTOR:</b>	Kenneth Donald Knievel and Karen M. Knievel, et al.
<b>GRANTEE:</b>	Serfer Ventures, LLC
<b>RECORDING DATA:</b>	Reception No. 4677839, Weld County
<b>SALE PRICE:</b>	\$5,208,000
<b>ASSESSOR NUMBER:</b>	0807-06-400-030 and 0807-06-100-032
<b>ADDRESS/LOCATION:</b>	6776 County Road 74, Windsor, CO
<b>LEGAL DESCRIPTION:</b>	Part of Section 6, T6N, R67W of the 6th P.M., Weld County, CO
<b>ZONING:</b>	RMU-1 (Residential Mixed Use One)
<b>UTILITIES:</b>	All utilities in right of way
<b>IMPROVEMENTS:</b>	A 1,290 square foot single family residence built in 1961, several outbuildings constructed in 1920 through 1973
<b>TOPOGRAPHY:</b>	Gentle slope
<b>SHAPE:</b>	Rectangular
<b>LAND AREA:</b>	178.430 acres
<b>SALE PRICE/UNIT:</b>	\$29,188 per acre (overall) \$23,583 per acre (land only)
<b>FINANCING/TERMS:</b>	Adams Bank & Trust financed \$4,426,800

**REMARKS:** Property is annexed into the Town of Windsor and had been under contract for nearly two years. The sale included two shares of Windsor Reservoir and Canal Company, four shares Larimer and Weld Irrigation Company, one share of Larimer and Weld Reservoir Company, and six shares of Lake Lee. No separate allocation was made to these native water rights, which are not accepted for potable use. However, historic allocations indicate support for nearly \$1 million in value for this portfolio of native shares. The spring fed pond provided additional irrigation water. The older farmstead improvements were occupied by a hand of the owner. This purchase was an assemblage of land by the adjacent tree farm that ships trees regionally to commercial clients.



## LAND SALE NO. 3

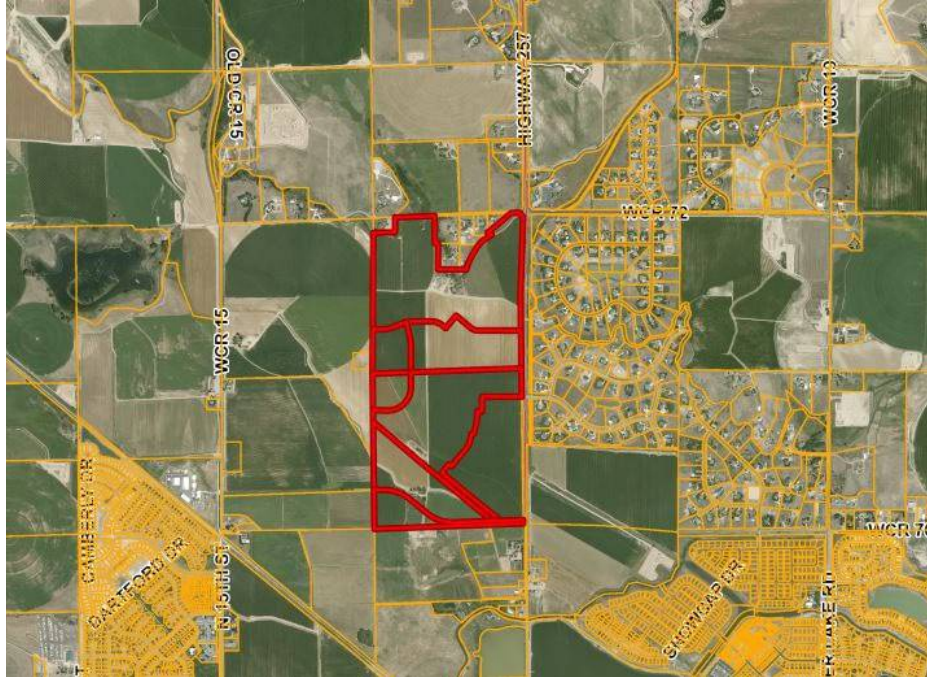


Assessor Aerial

**SALE DATE:** January 29, 2021  
**GRANTOR:** Tailholt Land & Water Investments, Inc.  
**GRANTEE:** Kenneth Donald Knievel and Karen M. Knievel  
**RECORDING DATA:** Reception No. 4677821, Weld County  
**SALE PRICE:** \$2,993,000  
**ASSESSOR NUMBER:** 0807-122-00-016  
**ADDRESS/LOCATION:** Southeast of WCRs 72 and 23 at 11210 County Road 72, Severance, CO  
**LEGAL DESCRIPTION:** Lot B, Recorded Exemption 0807-12-2-RE-1571, Part of the W1/2 of the NW 1/4 of Section 12, T6N, R67  
**ZONING:** Suburban Perimeter, Severance  
**UTILITIES:** All utilities nearby  
**IMPROVEMENTS:** None  
**TOPOGRAPHY:** Gentle slope  
**SHAPE:** Irregular  
**LAND AREA:** 144.737 acres  
**SALE PRICE/UNIT:** \$20,678 per acre (overall and land only)  
**FINANCING/TERMS:** Cash

**REMARKS:** This property is located at the southeast quadrant of Weld County Road 72 and Weld County Road 23 and is annexed into the Town of Severance. The new Severance high school is now completed across WCR 23 to the west.

## LAND SALE NO. 4



Assessor Aerial

<b>SALE DATE:</b>	November 05, 2021
<b>GRANTOR:</b>	WINTAC INVESTMENTS LLC
<b>GRANTEE:</b>	PRAIRIE SONG DEVELOPMENT LLC
<b>RECORDING DATA:</b>	Reception No. 4774576, Weld County
<b>SALE PRICE:</b>	\$10,000,000
<b>ASSESSOR NUMBER:</b>	0807-081-00-001
<b>ADDRESS/LOCATION:</b>	34751 Highway 247, Windsor, CO
<b>LEGAL DESCRIPTION:</b>	Lot B Recorded Exemption 0807-08-01-Re-4528 Part of the E1/2 of Section 8 T6N, R67W of the 6th P.M.,
<b>ZONING:</b>	RMU, Windsor
<b>UTILITIES:</b>	All utilities in rights of way
<b>IMPROVEMENTS:</b>	None
<b>TOPOGRAPHY:</b>	Gentle slope
<b>SHAPE:</b>	Irregular
<b>LAND AREA:</b>	253.160 acres
<b>SALE PRICE/UNIT:</b>	\$39,501 per acre (Overall), \$35,551 (land only)
<b>FINANCING/TERMS:</b>	Cash

**REMARKS:** This master planned community, Tacincala, is well-situated in the northern portion of Windsor. All utilities are available in the rights of way. A metropolitan district has been created that will reimburse the development. Native water rights included 24 shares of Cache la Poudre Reservoir, 8 shares of Lake Canal Ditch Company, and Lake Canal Reservoir CO. and are suitable for a portion of a non-potable system. Overall, the shares are estimated to have contributed nearly \$1 million, based on analysis of early water rights.

PE-LCR-3-3 and TE-LCR-3-3  
Teal Creek Homeowners Association



Looking west from Weld County Road 13 - field with native grass. Contractor to reseed.

Looking East - field with native grass. Contractor to reseed.



Looking East - field with native grass. Contractor to reseed.

PE-LCR-3-3 and TE-LCR-3-3  
Teal Creek Homeowners Association



Looking East – contractor to remove and replace fence as necessary and in-kind.

Northwest corner of the property. Field access from State Highway 14 and City of Thornton Property.

Contractor to remove and replace concrete ditch as necessary and in-kind.



Looking south from the northwest corner of the property. Field access from State Highway 14 and City of Thornton Property.

Contractor to remove and replace concrete ditch as necessary and in-kind.

PE-LCR-3-3 and TE-LCR-3-3  
Teal Creek Homeowners Association



Looking east from the north portion of the field.

Contractor to protect diversion structure in place.

Looking south from the Highway 14 14.

Contractor to protect diversion structure in place.



Looking south from the north portion of the field.

Contractor to protect diversion structure in place.

PE-LCR-3-3 and TE-LCR-3-3  
Teal Creek Homeowners Association



Looking north from east end of property.

Contractor to level out dirt piles located within the easement areas.

Looking north at where Teal Creek crosses onto property from northside of Highway 14.

Contractor to restabilize the channel and replace riprap if disturbed by construction activities.



Looking south at Teal Creel from Highway 14.

Contractor to restabilize the channel and replace riprap if disturbed by construction activities.



## PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this 22<sup>nd</sup> day of February, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 3282 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") in, on, under, over, across and upon the real property legally described on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) buried water pipeline, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the "Improvements") including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor's use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District's activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any existing roads and lanes now located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and

- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes, but in no event less than 48 inches in depth;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;
- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the



entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
  - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
  - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
  - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
  - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the

pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any

successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:  
Five M Farm CO, a Colorado Corporation

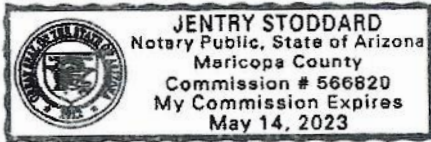
[Handwritten Signature]  
PRESIDENT

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA        )

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631

WITNESS my hand and official seal.

My commission expires: 05/14/2023



[Handwritten Signature]  
Notary Public

THE DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

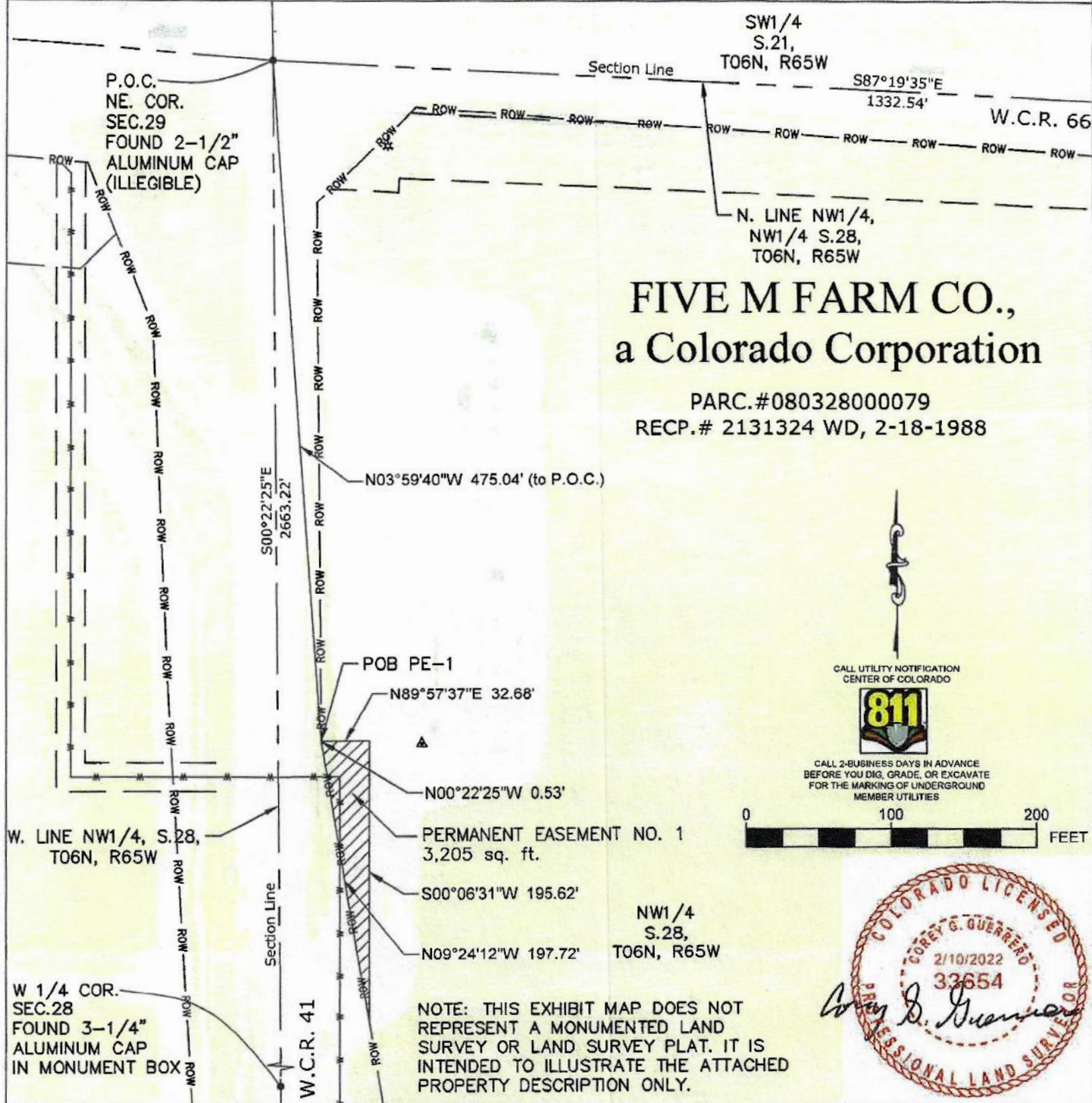
Legal Description of Grantor's Property

Northwest Quarter (NW1/4) and West Half (W1/2) Northeast Quarter (NE1/4) of Section  
Twenty-eight (28), Township Six (6) North, Range Sixty-five (65) West of the 6<sup>th</sup> P.M.

EXHIBIT B

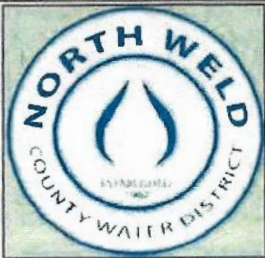
Legal Description of Easement Area

# EXHIBIT



**NON-EXCLUSIVE  
PERMANENT EASEMENT NO. 1**

FIVE M FARM CO., a Colorado corporation (Lessor) and  
NORTH WELD COUNTY WATER DISTRICT (Lessee)



NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41	Scale: 1"=100'
Project No.: CO-TR-3085-21	Date: 2/10/2022
Drawn by: CGG	Sheet 1 of 2



# EXHIBIT

## PROPERTY DESCRIPTION

A non-exclusive permanent easement No. 1 to NORTH WELD COUNTY WATER DISTRICT, containing 3,205 sq. ft. (0.074 acres), more or less, being a portion of land described in a deed, recorded on February 18<sup>th</sup>, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said permanent easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence S 00° 22' 25" E, along the West line of said Northwest quarter, a distance of 474.09 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 30.00 to the East right of way line for Weld County Road 41 as described in Right of Way Road Book 1, Page 258, recorded April 6, 1874 being 60 feet in width, 30 feet on both sides of said West line common to said Sections 28 and 29, and the **POINT OF BEGINNING**;

**Thence** N 89° 57' 37" E, departing said East right of way line, a distance of 32.68 feet;

**Thence** S 00° 06' 31" W, a distance of 195.62 feet to the Easterly right of way line for Weld County Road 41 as described in Reception Number 4773481, Recorded November 5, 2021;

**Thence** N 09° 24' 12" W, along said Easterly right of way line, a distance of 197.72 feet to said East right of way line;

**Thence** N 00° 22' 25" W, along said East right of way line, a distance of 0.53 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 03° 59' 40" W, a distance of 475.04 feet,

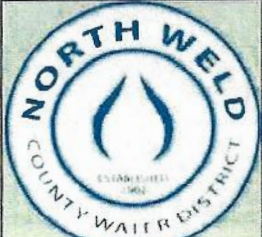
The above described permanent easement contains 3,205 sq. ft. (0.074 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
For and on behalf of  
Horrocks Engineers  
5670 Greenwood Plaza, Suite 125W  
Greenwood Village, CO 80111



NON-EXCLUSIVE PERMANENT EASEMENT NO. 1		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO			
FIVE M FARM CO., a Colorado corporation (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)		Location: WCR 66 & WCR 41	Scale: 1"=100'		
		Project No.: CO-TR-3085-21	Date: 2/10/2022	Drawn by: CGG	Sheet 2 of 2

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 22<sup>nd</sup> day of February, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the "Improvements"), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District's activities on the Temporary Easement Area;
- (c) Allowing the District's contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area.  
In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal

representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]



DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD 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



EXHIBIT A

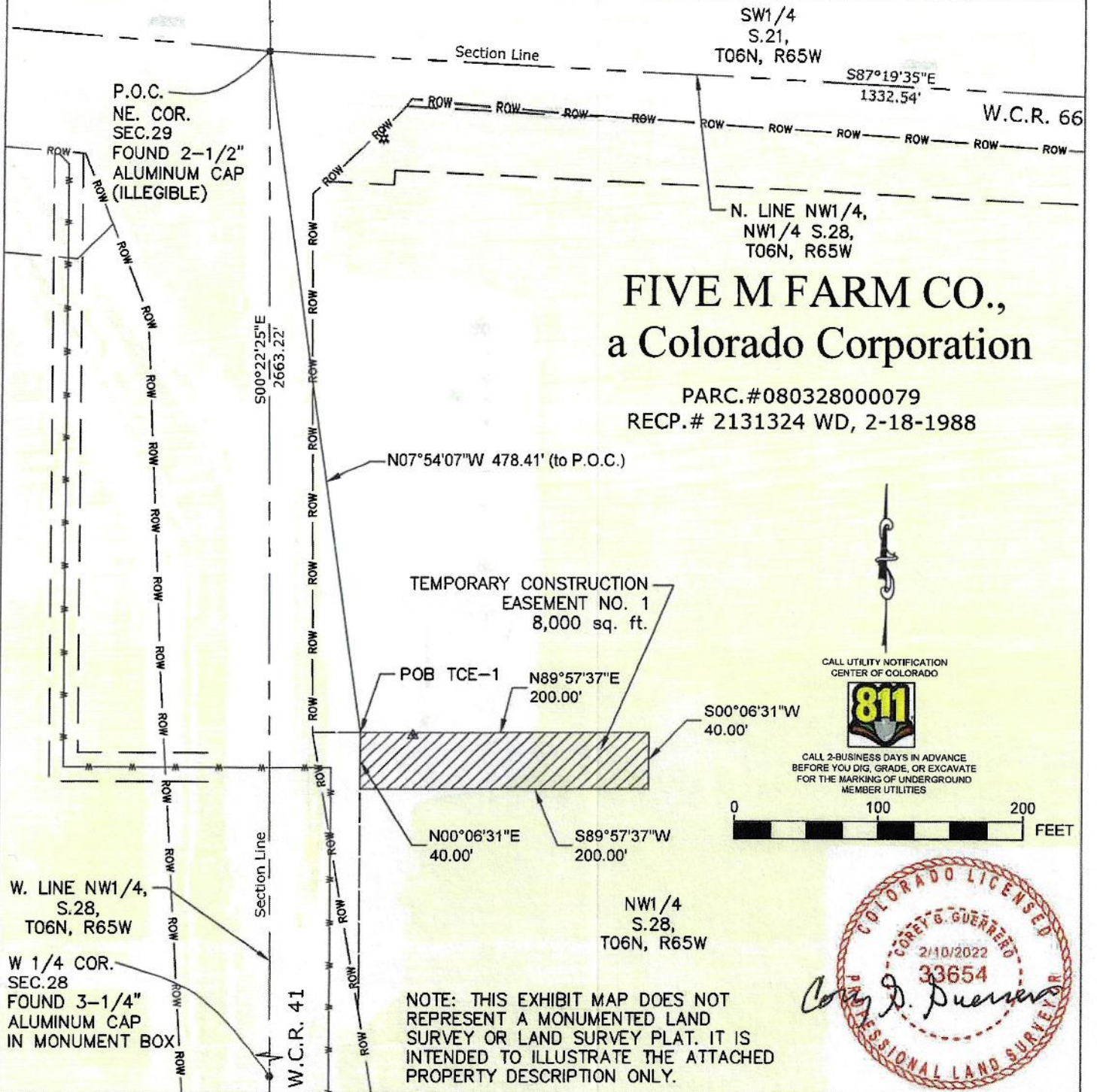
Legal Description of Grantor's Property

Northwest Quarter (NW1/4) and West Half (W1/2) Northeast Quarter (NE1/4) of Section  
Twenty-eight (28), Township Six (6) North, Range Sixty-five (65) West of the 6thP.M.

EXHIBIT B

Legal Description of Temporary Easement Area

# EXHIBIT



TEMPORARY CONSTRUCTION EASEMENT NO. 1		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'	
Project No.: CO-TR-3085-21		Date: 2/10/2022	Drawn by: CGG	Sheet 1 of 2

# EXHIBIT

## PROPERTY DESCRIPTION

A temporary construction easement No. 1 to NORTH WELD COUNTY WATER DISTRICT, containing 8,000 sq. ft. (0.184 acres), more or less, being a portion of land described in a deed, recorded on February 18<sup>th</sup>, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence S 00° 22' 25" E, along the West line of said Northwest quarter, a distance of 474.28 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 62.68 feet and being the **POINT OF BEGINNING**;

**Thence** N 89° 57' 37" E, a distance of 200.00 feet;

**Thence** S 00° 06' 31" W, a distance of 40.00 feet;

**Thence** S 89° 57' 37" W, a distance of 200.00 feet;

**Thence** N 00° 06' 31" E, a distance of 40.00 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 07° 54' 37" W, a distance of 478.41 feet,

The above described temporary construction easement contains 8,000 sq. ft. (0.184 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
 For and on behalf of  
 Horrocks Engineers  
 5670 Greenwood Plaza, Suite 125W  
 Greenwood Village, CO 80111



TEMPORARY CONSTRUCTION EASEMENT NO. 1		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO			
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'		
		Project No.: CO-TR-3085-21	Date: 2/10/2022	Drawn by: CGG	Sheet 2 of 2

## PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this 28<sup>th</sup> day of February 2022, by and between Hungenberg RD Farms LLLP a Colorado limited liability partnership whose address is 976 N. Balsam, Greeley CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the "Easement") in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the "Improvements") including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor's use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District's activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the

Improvements and appurtenances thereto;

- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet

at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;

- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
  - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
  - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
  - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
  - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the



Easement and Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee

assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR: Hungenberg RD Farms, LLLP

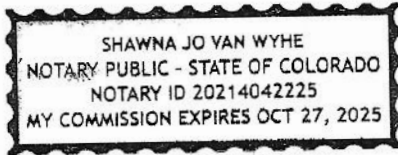
Paul D. Hungenberg  
Signature  
General Partner  
Title

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2022, by Paul Hungenberg as owner for Hungenberg RD Farms, LLLP

WITNESS my hand and official seal.

My commission expires: 10/27/2025



Shawna Jo Van Wyhe  
Notary Public

THE DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description of Grantor's Property

W2SW4 21 6 65 EXC BEG 229.07'S OF W4 COR OF SEC CONT S219.85' E248.85'  
N21D58'W 238.84' S89D10'W 159.52' TO BEG

EXHIBIT B

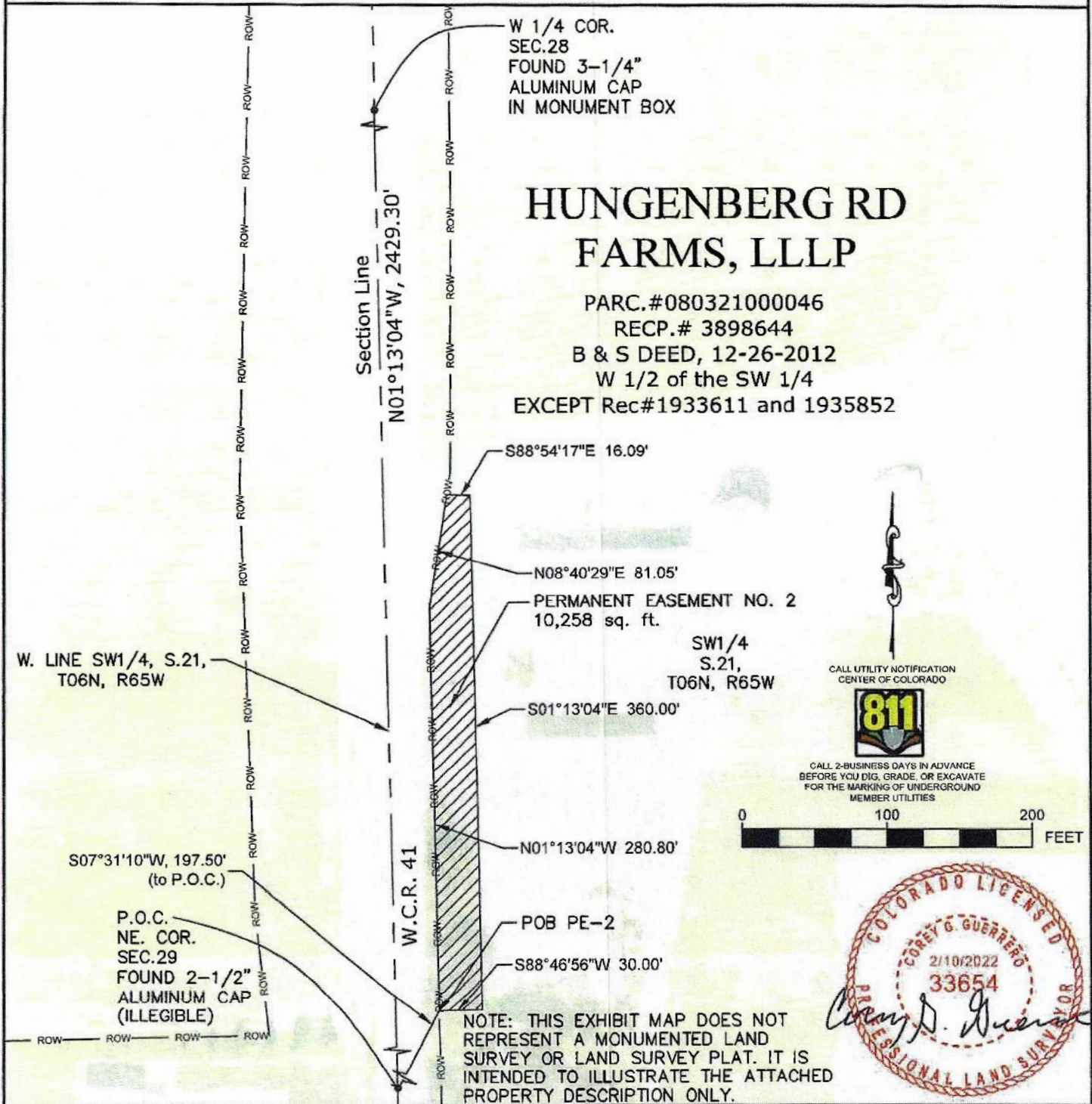
Legal Description of Easement Area

# EXHIBIT

W 1/4 COR.  
SEC.28  
FOUND 3-1/4"  
ALUMINUM CAP  
IN MONUMENT BOX

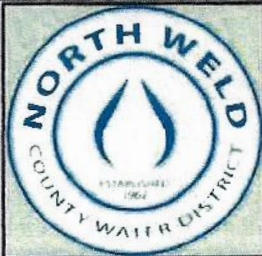
## HUNGENBERG RD FARMS, LLLP

PARC.#080321000046  
RECP.# 3898644  
B & S DEED, 12-26-2012  
W 1/2 of the SW 1/4  
EXCEPT Rec#1933611 and 1935852



NON-EXCLUSIVE  
PERMANENT EASEMENT NO. 2

HUNGENBERG RD FARMS,  
LLLP (Lessor)  
and  
NORTH WELD COUNTY  
WATER DISTRICT (Lessee)



SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CO-TR-3085-21

Date: 2/10/2022

Drawn by: CGG

Sheet 1 of 2

# EXHIBIT

## PROPERTY DESCRIPTION

A non-exclusive permanent easement No. 2 to NORTH WELD COUNTY WATER DISTRICT, containing 10,258 sq. ft. (0.235 acres), more or less, being a portion of land described in a deed, recorded on December 26, 2012 at Reception Number 3898644 in the office of the Weld County Recorder, located in the West half of the Southwest quarter of Section 21, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said permanent easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence N 01° 13' 24" E, along the West line of said Southwest quarter, a distance of 96.63 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 30.00 to the East right of way line for Weld County Road 41 as described in Right of Way Road Book 1, Page 258, recorded April 6, 1874 being 60 feet in width, 30 feet on both sides of said West line common to said Sections 28 and 29, and the **POINT OF BEGINNING**;

**Thence** N 01° 13' 24" W, along said East right of way line, a distance of 280.80 feet to the Easterly right of way line of Weld County Road 41 as described in Reception Number 4778004, recorded November 19, 2021;

**Thence** N 08° 40' 29" E, along said Easterly right of way line, a distance of 81.05 feet;

**Thence** S 88° 54' 17" E, departing said Easterly right of way line, a distance of 16.09 feet;

**Thence** S 01° 13' 04" W, a distance of 360.00 feet;

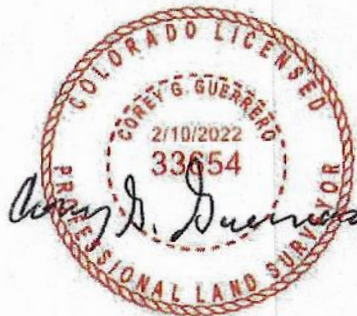
**Thence** S 88° 46' 56" W, to said East right of way line, a distance of 30.00 feet to the **POINT OF BEGINNING**; whence the point of commencement bears S 07° 31' 10" W, a distance of 197.50 feet,

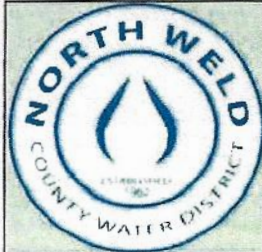
The above described permanent easement contains 10,258 sq. ft. (0.235 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
 For and on behalf of  
 Horrocks Engineers  
 5670 Greenwood Plaza, Suite 125W  
 Greenwood Village, CO 80111



<b>NON-EXCLUSIVE PERMANENT EASEMENT NO. 2</b>		<b>SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO</b>			
<b>HUNGENBERG RD FARMS, LLLP (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)</b>		Location: WCR 66 & WCR 41	Scale: 1"=100'		
		Project No.: CO-TR-3085-21	Date: 2/10/2022	Drawn by: CGG	Sheet 2 of 2



## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 28<sup>th</sup> day of February, 2022 ("Effective Date"), by and between Hungenberg RD Farms LLLP a Colorado limited liability partnership, whose address is 976 N. Balsam, Greeley CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the "Improvements"), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District's activities on the Temporary Easement Area;
- (c) Allowing the District's contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area.

In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal

representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR: Hungenberg RD Farms, LLLP

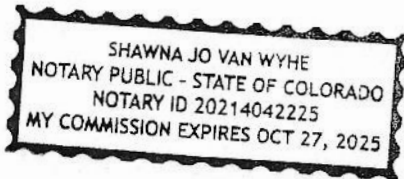
Paul D. Hungenberg  
Signature  
General Partner  
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2022, by Paul Hungenberg as owner for Hungenberg RD Farms, LLLP.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



Shawna Jo Van Wyhe  
Notary Public

DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD 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

EXHIBIT A

Legal Description of Grantor's Property

W2SW4 21 6 65 EXC BEG 229.07'S OF W4 COR OF SEC CONT S219.85' E248.85'  
N21D58'W 238.84' S89D10'W 159.52' TO BEG



EXHIBIT B

Legal Description of Temporary Easement Area

# EXHIBIT

W 1/4 COR.  
SEC.28  
FOUND 3-1/4"  
ALUMINUM CAP  
IN MONUMENT BOX

## HUNGENBERG RD FARMS, LLLP

PARC.#080321000046  
RECP.# 3898644  
B & S DEED, 12-26-2012  
W 1/2 of the SW 1/4  
EXCEPT Rec#1933611 and 1935852

TEMPORARY CONSTRUCTION  
EASEMENT NO. 2  
5,925 sq. ft.

S88°54'17"E  
170.00'

S01°05'43"W  
35.00'

S05°21'43"W, 523.63'  
(to P.O.C.)

N01°13'04"W  
35.03'

N88°54'17"W  
168.59'

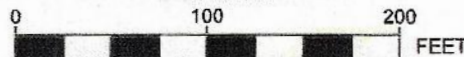
POB TCE-2

SW1/4  
S.21,  
T06N, R65W

CALL UTILITY NOTIFICATION  
CENTER OF COLORADO



CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES



W. LINE SW1/4, S.21,  
T06N, R65W

P.O.C.  
NE. COR.  
SEC.29  
FOUND 2-1/2"  
ALUMINUM CAP  
(ILLEGIBLE)

Section Line  
N01°13'04"W, 2429.30'

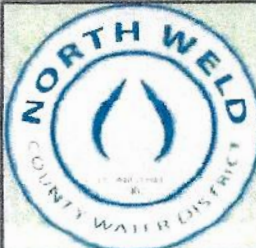
W.C.R. 41

NOTE: THIS EXHIBIT MAP DOES NOT  
REPRESENT A MONUMENTED LAND  
SURVEY OR LAND SURVEY PLAT. IT IS  
INTENDED TO ILLUSTRATE THE ATTACHED  
PROPERTY DESCRIPTION ONLY.



TEMPORARY CONSTRUCTION  
EASEMENT NO. 2

HUNGENBERG RD FARMS,  
LLLP  
and  
NORTH WELD COUNTY  
WATER DISTRICT



SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CO-TR-3085-21

Date: 2/10/2022

Drawn by: CGG

Sheet 1 of 2

# EXHIBIT

## PROPERTY DESCRIPTION

A temporary construction easement No. 2 to NORTH WELD COUNTY WATER DISTRICT, containing 5,925 sq. ft. (0.136 acres), more or less, being a portion of land described in a deed, recorded on December 26, 2012 at Reception Number 3898644 in the office of the Weld County Recorder, located in the West half of the Southwest quarter of Section 21, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence N 01° 13' 04" W, along the West line of said Southwest quarter, a distance of 520.08 feet, thence N 88° 46' 56" E, perpendicular to said West line, a distance of 60.00 and being the **POINT OF BEGINNING**;

**Thence** N 01° 13' 04" W, a distance of 35.03 feet;

**Thence** S 88° 54' 17" E, a distance of 170.00 feet;

**Thence** S 01° 05' 43" W, a distance of 35.00 feet;

**Thence** N 88° 54' 17" W, a distance of 168.59 feet to the **POINT OF BEGINNING**; whence the point of commencement bears S 05° 21' 43" W, a distance of 523.63 feet,

The above described temporary construction easement contains 5,925 sq. ft. (0.136 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

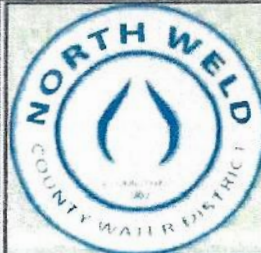
The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
For and on behalf of  
Horrocks Engineers  
5670 Greenwood Plaza, Suite 125W  
Greenwood Village, CO 80111



TEMPORARY CONSTRUCTION  
EASEMENT NO. 2

HUNGENBERG RD FARMS,  
LLLP  
and  
NORTH WELD COUNTY  
WATER DISTRICT



SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CO-TR-3085-21

Date: 2/10/2022

Drawn by: CGG

Sheet 2 of 2

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this 28<sup>th</sup> day of February, 2022 (“Effective Date”), by and between Hungenberg BOH Farms LLLP a Colorado limited liability partnership, whose address is 976 N. Balsam, Greeley CO 80631 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the “Temporary Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Temporary Easement Area”).

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “Improvements”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’s contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposed set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area.  
In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal

representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]





DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD 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

EXHIBIT A

Legal Description of Grantor's Property

SE4 20-6-65 LOT B REC EXEMPT RE-818

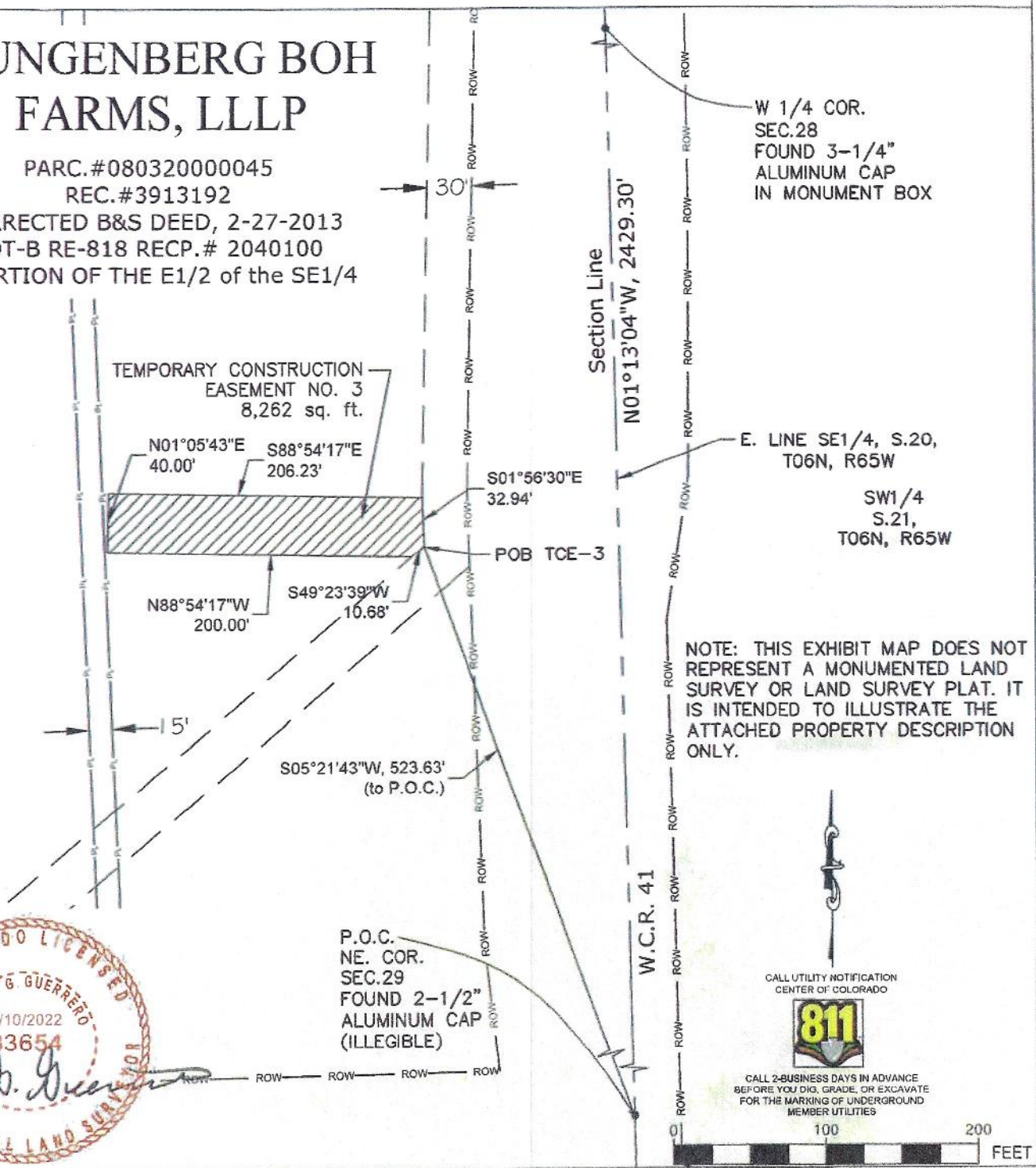
EXHIBIT B

Legal Description of Temporary Easement Area

# EXHIBIT

## HUNGENBERG BOH FARMS, LLLP

PARC.#080320000045  
 REC.#3913192  
 CORRECTED B&S DEED, 2-27-2013  
 LOT-B RE-818 RECP.# 2040100  
 A PORTION OF THE E1/2 of the SE1/4



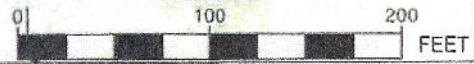
W 1/4 COR.  
 SEC.28  
 FOUND 3-1/4"  
 ALUMINUM CAP  
 IN MONUMENT BOX

E. LINE SE1/4, S.20,  
 T06N, R65W  
 SW1/4  
 S.21,  
 T06N, R65W

NOTE: THIS EXHIBIT MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY OR LAND SURVEY PLAT. IT IS INTENDED TO ILLUSTRATE THE ATTACHED PROPERTY DESCRIPTION ONLY.



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



TEMPORARY CONSTRUCTION EASEMENT NO. 3		SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
HUNGENBERG BOH FARMS, LLLP and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'	
Project No.: CO-TR-3085-21		Date: 2/10/2022	Drawn by: CGG	Sheet 1 of 2

# EXHIBIT

## PROPERTY DESCRIPTION

A temporary construction easement No. 3 to NORTH WELD COUNTY WATER DISTRICT, containing 8,262 sq. ft. (0.190 acres), more or less, being a portion of land described in a deed, recorded on December 26, 2012 at Reception Number 3898644 in the office of the Weld County Recorder, located in the East half of the Southeast quarter of Section 20, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence N 01° 13' 04" W, along the West line of said Southwest quarter, a distance of 529.90 feet, thence N 88° 46' 56" E, perpendicular to said West line, a distance of 128.42 and being the **POINT OF BEGINNING**;

**Thence** S 49° 23' 39" W, a distance of 10.68 feet;

**Thence** N 88° 54' 17" W, a distance of 200.00 feet;

**Thence** N 01° 05' 43" E, a distance of 40.00 feet;

**Thence** S 88° 54' 17" E, a distance of 206.23 feet;

**Thence** S 01° 56' 30" E, a distance of 32.94 feet to the **POINT OF BEGINNING**; whence the point of commencement bears S 05° 21' 43" W, a distance of 523.63 feet,

The above described temporary construction easement contains 8,262 sq. ft. (0.190 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
 For and on behalf of  
 Horrocks Engineers  
 5670 Greenwood Plaza, Suite 125W  
 Greenwood Village, CO 80111



TEMPORARY CONSTRUCTION EASEMENT NO. 3		SW 1/4 OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO
HUNGENBERG BOH FARMS, LLLP and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41 Project No.: CO-TR-3085-21    Date: 2/10/2022    Drawn by: CGG

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this 21<sup>st</sup> day of February, 2022 (“Effective Date”), by and between Tomoi Farms LLC, a Colorado limited liability company whose address is 203 Elizabeth Court, Fort Lupton, CO 80621 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the “Temporary Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Temporary Easement Area”).

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “Improvements”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’s contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary



Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area.  
In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal

representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]



DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD 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

EXHIBIT A

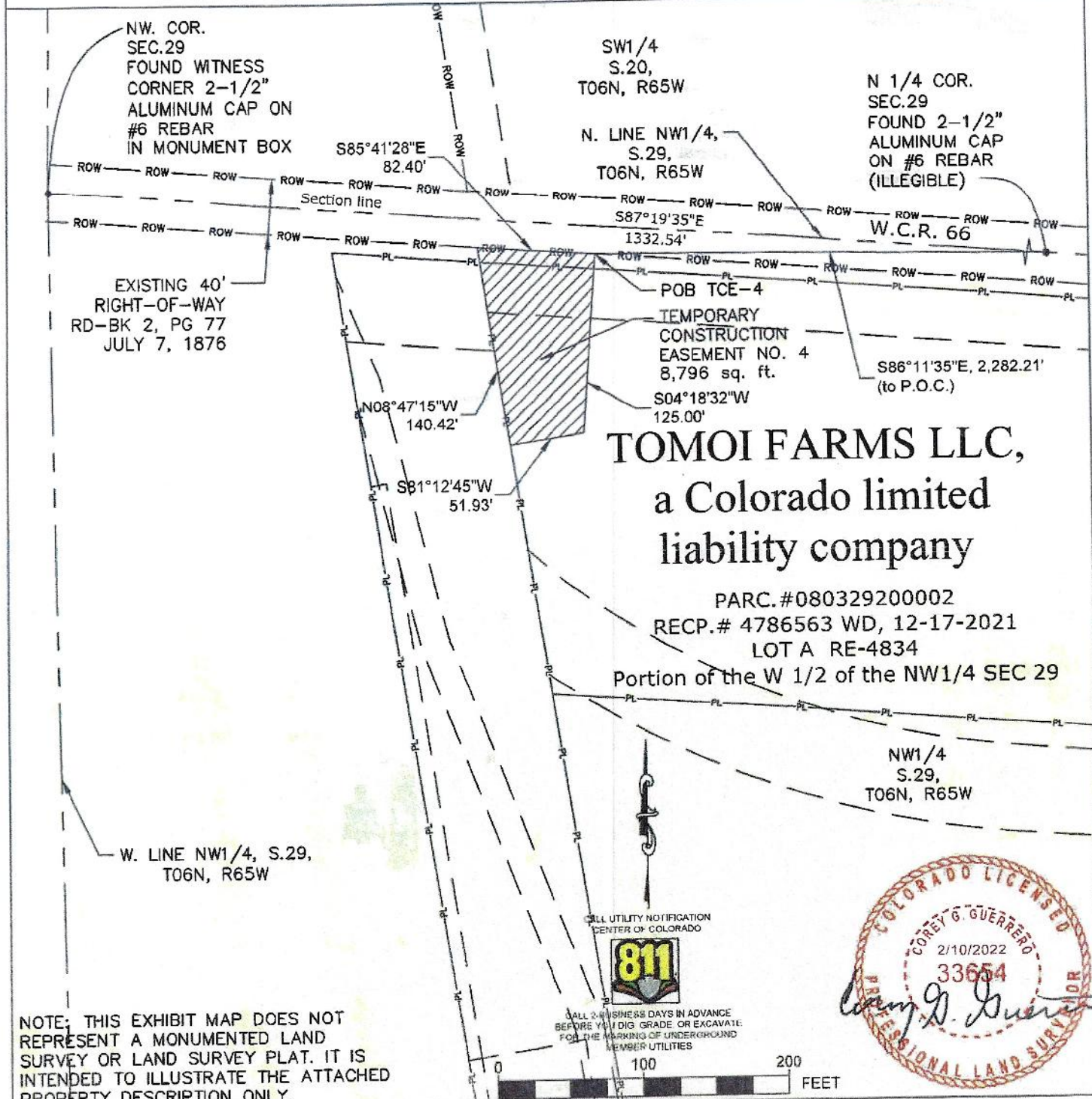
Legal Description of Grantor's Property

PT W2NW4 29-6-65 LOT A REC EXEMPT RE-4834

EXHIBIT B

Legal Description of Temporary Easement Area

# EXHIBIT



**TOMOI FARMS LLC,**  
a Colorado limited  
liability company

PARC.#080329200002  
RECP.# 4786563 WD, 12-17-2021  
LOT A RE-4834  
Portion of the W 1/2 of the NW1/4 SEC 29



NOTE: THIS EXHIBIT MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY OR LAND SURVEY PLAT. IT IS INTENDED TO ILLUSTRATE THE ATTACHED PROPERTY DESCRIPTION ONLY.

CALL UTILITY NOTIFICATION CENTER OF COLORADO



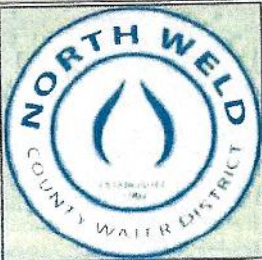
CALL 2-4 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



NW 1/4 OF SECTION 29, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

TEMPORARY CONSTRUCTION  
EASEMENT NO. 4

TOMOI FARMS, LLC  
and  
NORTH WELD COUNTY  
WATER DISTRICT



Location: WCR 66 & WCR 41	Scale: 1"=100'
Project No.: CO-TR-3085-21	Date: 2/10/2022
Drawn by: CGG	Sheet 1 of 2



# EXHIBIT

## PROPERTY DESCRIPTION

A temporary construction easement No. 4 to NORTH WELD COUNTY WATER DISTRICT, containing 8,796 sq. ft. (0.202 acres), more or less, being a portion of land described in a deed, recorded on December 17, 2021 at Reception Number 4786563 in the office of the Weld County Recorder, located the Northwest quarter of Section 29, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence N 85° 41' 28" W, along the West line of said Northwest quarter, a distance of 2,282.13 feet, thence S 04° 18' 32" W, perpendicular to said West line, a distance of 20.00 to the South right of way line for Weld County Road 66 as described in Right of Way Road Book 2, Page 77, recorded July 7, 1876 being 40 feet in width, 20 feet on both sides of said South line common to said Sections 20 and 29, and the **POINT OF BEGINNING**;

**Thence** S 04° 18' 32" W, departing said East right of way line, a distance of 125.00 feet;

**Thence** S 81° 12' 45" W, a distance of 51.93 feet to the west property line of said parcel described in Reception Number 4786563;

**Thence** N 08° 47' 15" W, continuing along said west parcel line, a distance of 140.42 feet to said South right of way line;

**Thence** S 85° 41' 28" E, along said South right of way line, a distance of 82.40 feet to the **POINT OF BEGINNING**; whence the point of commencement bears S 86° 11' 35" E, a distance of 2,282.21 feet,

The above described temporary construction easement contains 8,796 sq. ft. (0.202 acres), more or less.

**BASIS OF BEARINGS:** Bearings used in the calculation of coordinates are based on a grid bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

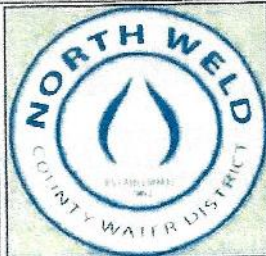
The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
For and on behalf of  
Horrocks Engineers  
5670 Greenwood Plaza, Suite 125W  
Greenwood Village, CO 80111



TEMPORARY CONSTRUCTION  
EASEMENT NO. 4

TOMOI FARMS, LLC  
and  
NORTH WELD COUNTY  
WATER DISTRICT



NW 1/4 OF SECTION 29, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CO-TR-3085-21

Date: 2/10/2022

Drawn by: CGG

Sheet 2 of 2

**PERMANENT WATER EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this 28<sup>th</sup> day of February, 2022, by and between Michael Hungenberg and Paul Hungenberg, whose address is 976 N. Balsam, Greeley CO 80631 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “Improvements”) including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;

- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level,

without the prior written consent of Grantee;

- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
  - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
  - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
  - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
  - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and

authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]





THE DISTRICT:

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

By \_\_\_\_\_  
Gene Stille, President

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Gene Stille, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PT NW4 24-6-66 LOT B REC EXEMPT RE-3606

EXHIBIT B

Legal Description of Easement Area

**EXHIBIT B**

**PE**

A parcel of land, being a portion of Lot B of Recorded Exemption No.0805-24-2RE-3606, recorded November 5, 2003, at Reception No.3123822 of the Official Records of Weld County, located in the Northwest Quarter (NW 1/4) of Section Twenty-four (24), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section (24) and assuming the Westerly line of the Northwest Quarter of said Section 24 as bearing North 00°46'34" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2652.72 feet with all other bearings contained herein relative thereto;

**THENCE** South 00°46'34" West along said Westerly line of the Northwest Quarter of said Section 24 a distance of 560.20 feet the Northwest corner of said Lot B of Recorded Exemption No.0805-24-2RE-3606, said point being also a Point of Curvature (PC);

**THENCE** leaving said Westerly line along the Northerly line of said Lot B, along the arc of a non-tangent curve concave to the South, a distance of 30.02 feet, a Radius of 300.00 feet, a Delta of 05°43'57" and is subtended by a Chord bearing South 89°58'21" East, a distance of 30.00 feet to a point of the Easterly right-of-way line of Weld County Road 35, said point being the **POINT OF BEGINNING**;

**THENCE** continuing along said Northerly line along the arc of a compound curve concave to the South, a distance of 60.94 feet, a Radius of 300.00 feet, a Delta of 11°38'17" and is subtended by a Chord bearing South 81°17'13" East, a distance of 60.83 feet;

**THENCE** leaving said Northerly line South 00°46'34" East a distance of 1,705.50 feet to a point on the Easterly right-of-way line of Weld County Road 35, as dedicated in Right-of-way Deed recorded August 24, 1972, at Reception No.1596222, Official Records of said County;

**THENCE** along said Easterly right-of-way line the following four courses:

1. Along the arc of a non-tangent curve concave to the East, a distance of 276.66 feet, a Radius of 950.00 feet, a Delta of 16°41'08" and is subtended by a Chord bearing North 09°07'08" West, a distance of 275.68 feet;
2. North 00°46'34" West a distance of 1,416.80 feet;
3. South 89°31'34" West a distance of 20.00 feet;
4. North 00°46'34" West a distance of 25.86 feet, to the **POINT OF BEGINNING**.

Said described parcel of land contains 65,296 Square Feet or 1.499 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

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

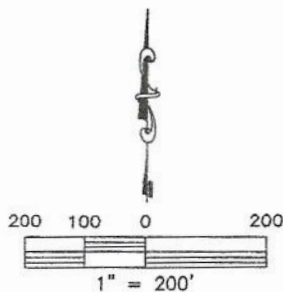


Vladislav D. Skrejev- On Behalf Of King Surveyors  
Colorado Liccned Professional Land Surveyor #38705

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°31'34"W	20.00'
L2	N00°46'34"W	25.86'

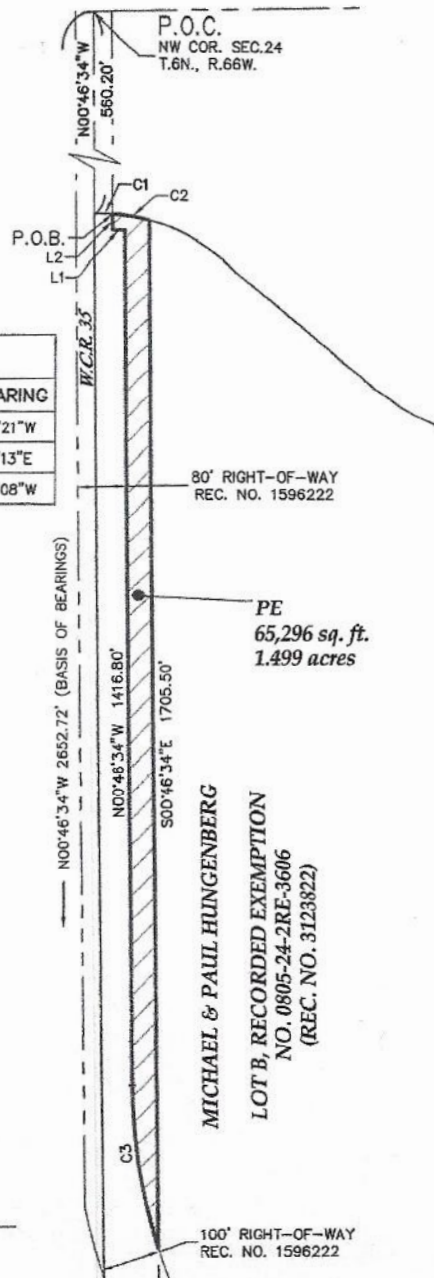
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	30.02'	300.00'	5°43'57"	30.00'	N89°58'21"W
C2	60.94'	300.00'	11°38'17"	60.83'	S81°17'13"E
C3	276.66'	950.00'	16°41'08"	275.68'	N09°07'08"W



Vladislav D. Skrejev - On Behalf Of King Surveyors  
 Colorado Licensed Professional  
 Land Surveyor #38705

NOTE: This exhibit drawing is not intended to be a monumented 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.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)



**KING SURVEYORS**

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

PROJECT NO: 20210638  
 DATE: 1/19/2022  
 CLIENT: NWCWD  
 DWG: 20210638\_Easement  
 DRAWN: VDS CHECKED: DBD

FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Backflow Prevention and Cross Control Contamination Services)

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This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (Backflow Prevention and Cross Control Contamination Services) (the “First Addendum”) is entered into and shall become effective as of the 14<sup>th</sup> day of March, 2022, by and between the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and RAMEY ENVIRONMENTAL COMPLIANCE, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an Independent Contractor Agreement on July 12, 2021 (the “Agreement”); and

WHEREAS, the Agreement sets forth a Scope of Services and a Compensation Schedule in Exhibit A of the Agreement; and

WHEREAS, the Parties desire to revise the Compensation Schedule to reflect 2022 costs.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. COMPENSATION SCHEDULE. The Parties hereby repeal and replace the Compensation Schedule as set forth in Exhibit A of the Agreement with the compensation schedule set forth herein as **Exhibit A-1**, attached hereto and incorporated herein by this reference.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

By: \_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

**WHITE BEAR ANKELE TANAKA & WALDRON**  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**RAMEY ENVIRONMENTAL COMPLIANCE, INC.**, a Colorado corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A-1**





**Ramey Environmental Compliance, Inc.**  
Management and Operation Solutions for  
Water and Wastewater Treatment  
**303-833-5505**

PO Box 99, Firestone, Colorado 80520  
email: [contact.us@RECinc.net](mailto:contact.us@RECinc.net)  
[www.RECinc.net](http://www.RECinc.net)

## Operations Pricing 2022

### Pricing for Services:

Bio Solids Report	\$ 424.00 (paperwork only)
Annual Reports	\$ 424.00 (paperwork only)
Consumer Confidence Reports	\$ 110.00 - \$140.00 depending on report
Collection System Flow Monitoring	\$ 190.00 per 24 hours per meter
Equipment Rental	in concordance with provided quote
Mileage	Prevailing Internal Revenue Rate

### Operator Services:

Base rate ORC service (Contract)	\$ 360.00 per month per class
Administration	\$ 67.00 per hour
Other ORC services	in concordance with review
ORC Services Only (Non-Contract)	\$ 1,000.00 upon review
Facility Operator	\$ 78.00 per hour
Lead Operator	\$ 90.00 per hour
Additional Overtime Rate	\$ 120.00 per hour per operator
Management Services/Industrial	\$ 117.00 per hour (class "A")
Mechanic & Maintenance Service	\$ 110.00 per hour + mileage
Consulting	\$ 157.00 per hour
Locates	\$ 33.00 - \$179.00 per locate
Grease Traps	\$ 63.00 each
Sewer Tap Inspections	\$ 94.00 each
Back Flow Testing	\$ 78.00 per hour
Back Flow Paperwork & reporting	\$ 90.00 per hour
Back Flow Surveys	\$ 105.00 each
Time Sensitive Lab Delivery	\$ 67.00 per hour + mileage
TV Video Inspection	\$ 252.00 per hour + mileage
Vac/Jet Truck Services	\$ 268.00 per hour + mileage
Easement Jet/Vac Services	\$ 387.00 per hour + mileage
Confined Space Entry	\$ 313.00 per hour
Rate per foot	in concordance with provided quote
Emergency Call – Out	\$ 170.00 per hour + mileage + any additional services required.
<b>Equipment Services Division</b>	(In concordance with provided quote.)
Service Tech	\$ 112.00 per hour per service tech + mileage
Emergency Rate	\$ 170.00 per hour per service tech + mileage
Shop Rate	\$ 99.00

**\*\*All fees are estimated prior to services being performed. Some rates may change in contingency with quoted projects\*\***



Backflow Prevention and Cross-Connection Control
Variance Request Form (Page 1 of 2)

The NWCWD Backflow Prevention and Cross-Connection Control Regulation requires all non-single family service connections, and single-family service connections that pose a Backflow risk, to install an Approved RPZ Assembly immediately downstream of the water meter or as close to that location as deemed practical by NWCWD.

This form is for Tapholders requesting a Variance from the requirement described above.

NWCWD reserves the right to deny any Variance request.

The following is to be completed by the Tapholder:

Table with 2 columns: Property Owner, Property Address, Meter Number, Contact Name, Contact Phone, Contact Email. Handwritten entries include Alex Karrol, 2510 N 47th Ave, Greeley CO 80631, and QuadraCR81@AOL.com.

Category of Property (check all that apply):

Form with checkboxes for Commercial, Residential, Agriculture, Industrial, and Other (describe as necessary). Residential and Agriculture are checked.

Variance Criteria (check and describe all that apply):

Form with checkboxes for variance criteria: 'Unreasonable Burden' is checked. Includes a note: 'When submitting Variance request form, include supporting documentation, signed by a certified fire sprinkler designer, that installation of an Approved RPZ Assembly would compromise the functioning of the existing fire sprinkler system.'

Describe applicable Variance Criteria below:

Handwritten text describing the 'Unreasonable Burden' criterion: 'I find this to be a financial burden on me and also an unreasonable request. After getting several quotes on installing this RPZ assembly they have been between 6-8 thousand dollars. I have contacted several neighbors to see if they were also required to do this and they said they haven't heard a thing about it. I have a small farm house with 3 yard hydrants. I cannot get a clear reason why I am the only one in the neighborhood being required to install this valve. If NWCWD is worried about a backflow problem shouldn't everybody if services be required to install this valve? I can see a minimal cost, but 6-8 thousand dollars is a lot for me at this time with no clear understanding why only my property was chosen.'





Backflow Prevention and Cross-Connection Control  
Variance Request Form (Page 1 of 2)

The NWCWD Backflow Prevention and Cross-Connection Control Regulation requires all non-single family service connections, and single-family service connections that pose a Backflow risk, to install an Approved RPZ Assembly immediately downstream of the water meter or as close to that location as deemed practical by NWCWD.

This form is for Tapholders requesting a Variance from the requirement described above.

NWCWD reserves the right to deny any Variance request.

The following is to be completed by the Tapholder:

Property Owner: <u>ALKIRE LAKE FARM, INC</u>	Contact Name: <u>J.R. PENNINGTON</u>
Property Address: <u>43701 WLR 31 PIERCE LD 80650</u>	Contact Phone: <u>970-394-5702</u>
Meter Number:	Contact Email: <u>JRPENN@Q.COM</u>

Category of Property (check all that apply):

<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Agriculture	<input type="checkbox"/> Industrial
<input type="checkbox"/> Other (describe as necessary)			

Variance Criteria (check and describe all that apply):

<input checked="" type="checkbox"/>	There is not adequate drainage for an Approved RPZ Assembly.
<input type="checkbox"/>	An Approved RPZ Assembly would be subject to flooding.
<input type="checkbox"/>	Unreasonable Burden
<input type="checkbox"/>	Installation of an Approved RPZ Assembly would compromise the function of an existing fire sprinkler system.
<i>When submitting Variance request form, include supporting documentation, signed by a certified fire sprinkler designer, that installation of an Approved RPZ Assembly would compromise the functioning of the existing fire sprinkler system.</i>	

Describe applicable Variance Criteria below:

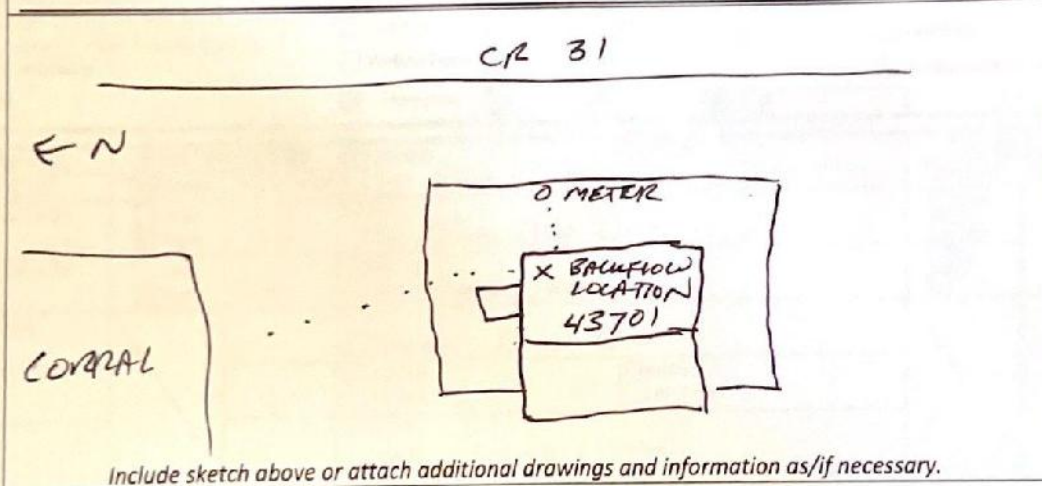
<u>EXISTING DOUBLE CHECK WATTS LF 007 M1-QT 106439</u> <u>IS LOCATED IN THE CRAWL SPACE OF A RESIDENTIAL HOUSE.</u> <u>LOCATION OF DRAIN IN THE HOUSE IS TOO HIGH FOR</u> <u>AN RPZ TO HAVE A DRAIN.</u>
---



**Backflow Prevention and Cross-Connection Control  
Variance Request Form (Page 2 of 2)**

Describe proposed alternative solution below:

CURRENTLY THERE IS A PASSING DOUBLE CHECK  
(WATS 2FOOT M/QT SH# 106439) LOCATED IN THE  
CRAWL SPACE SERVING THE ONE CATTLE WATERER.



Include sketch above or attach additional drawings and information as/if necessary.

	Name (Print)	Signature	Date
Tapholder	TR PENNINGTON	<i>[Signature]</i>	2-28-22
Master Plumber	ERIC TROUDT	<i>[Signature]</i>	2-28-22
Master Plumber Certification Information: ASSE # 23649 MP # 03000428			

For NWCWD Use Only:

Date Submitted:	Date Reviewed:	Status: <input type="checkbox"/> Approved <input type="checkbox"/> Unapproved
Comments:		
Authorized By:		

**Troutd Plumbing & Heating**  
**32408 Sunshine Ln. Greeley, CO 80631**  
**(970) 356-2053**  
**Cell: (970) 371-1569**

Assembly Serial #: 106439  
 Test Date/Time: 2-28-22  
 Gauge Serial #: 3132482  
 District Required Info: -  
 Tester Certification #: ASSE 23649  
 Tester Certification Expires: 3/31/2022

Assembly Test Results:  PASS  FAIL

**Backflow Prevention Device Test & Maintenance Report**  
 (please print and submit completed copy within 10 days of the test)

**Account** Water District / Authority: NORTH WELD Account: - Contact Person: JR.  
 Facility Name: ALKIRE LAKE FARM Contact Phone: 396-5762  
 Service Address: 43701 CR 31 PIERCE  
 Mailing Address: \_\_\_\_\_

**OMC**  Owner  Manager  Contractor  Other \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Company Name/Title: SAME Contact Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_

**Assembly** Make: WATS Model: LF007M1QT Size: 1"  
 Type:  RPZ  DC  PVB  SVB  Air Gap  AVB  Other Device  
 Date Installed: N/A Location on Property: CRAWL SPACE OF HOUSE BY ENTRANCE  
 Replacement Device Orientation Service Protection  
 previous device serial # Inlet: Outlet:  Domestic  Containment  
 Vertical Up  Fire  Isolation  
 Vertical Down  Irrigation  Containment by Isolation  
 New Installation  Horizontal  Other: CATTLE  
 Stolen

Line	PSI	Initial Test Results:		Repaired:			Cleaned:			Re-test Results	
		Tightness	Differential	<input type="checkbox"/> Ck#1	<input type="checkbox"/> Ck#2	<input type="checkbox"/> RV	<input type="checkbox"/> Ck#1	<input type="checkbox"/> Ck#2	<input type="checkbox"/> RV	Tightness	Differential
Check Valve #1	<u>55</u>	<input type="checkbox"/> Leak	<u>1.8</u>	<input type="checkbox"/> disc	<input type="checkbox"/> spring	<input type="checkbox"/> seat	<input type="checkbox"/> other:	<input type="checkbox"/> Leak			
RPZ, DC, PVB, SVB		<input checked="" type="checkbox"/> Tight						<input type="checkbox"/> Tight			
Check Valve #2		<input type="checkbox"/> Leak	<u>1.6</u>	<input type="checkbox"/> disc	<input type="checkbox"/> spring	<input type="checkbox"/> seat	<input type="checkbox"/> other:	<input type="checkbox"/> Leak			
RPZ, DC		<input checked="" type="checkbox"/> Tight						<input type="checkbox"/> Tight			
Relief Valve		/		RV				/			
RV, RPZ			<input type="checkbox"/> Diaphragm	<input type="checkbox"/> seat	<input type="checkbox"/> other:						
Buffer			Repaired:		Cleaned:						
RPZ			<input type="checkbox"/> Air Inlet	<input type="checkbox"/> Air Inlet							
Air Inlet				Air Inlet							
Air inlet, PVB, SVB				<input type="checkbox"/> poppet	<input type="checkbox"/> bonnet	<input type="checkbox"/> other:					
Shutoff Valve #1		<input type="checkbox"/> Leak	<input checked="" type="checkbox"/> Tight	SOV #1: <input checked="" type="checkbox"/> Open Upon Arrival	<input checked="" type="checkbox"/> Open At Departure	Backpressure exists? <input type="checkbox"/> Y <input type="checkbox"/> N					
Shutoff Valve #2		<input type="checkbox"/> Leak	<input checked="" type="checkbox"/> Tight	SOV #2: <input checked="" type="checkbox"/> Open Upon Arrival	<input checked="" type="checkbox"/> Open At Departure	Cause:					

**Testing & Maintenance** Assembly Concerns: (only if applicable)  Incorrect Installation  Incorrect Use  
 Turn off date: \_\_\_\_\_ Turn off time: \_\_\_\_\_  
 Test Procedure:  ABPA  ASSE  
 Turn on date: \_\_\_\_\_ Turn on time: \_\_\_\_\_  
 Comments: DOUBLE CHECK SERVES THE CATTLE WATER AND ONLY, PROTECTS THE HOUSE AND MAIN LINE  
3780

**Notice** Alarm Company/Fire Department Notified  Fire suppression contractor certification # 22-B-05420  
 Person Notified: \_\_\_\_\_ Contacted by: \_\_\_\_\_  
 Turn off date/time: \_\_\_\_\_ Turn on date/time: \_\_\_\_\_

**Kit** Test Kit Make: Mid-West 835 Last Calibration Date: 3/16/2021

**Tester** I hereby certify that the isolation/Shutoff Valves (SOV #1 and SOV #2) have been returned to the position in which they were found and that the last test was done according to the procedure shown above required by the Water District/Authority shown above) and the test readings are true and accurate to the best of my ability (please print)  
 Testing Company: Troutd Plumbing Phone 970-371-1569 Customer Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Tester Name: Eric Troutd Tester Signature: [Signature] Customer Signature: \_\_\_\_\_

**RESOLUTION NO. 20220314-01**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING A NORTH WELD COUNTY WATER DISTRICT COMMERCIAL  
DROUGHT POLICY**

---

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District has engaged Williams and Weiss to study the District’s water system and water resources in the event the District experiences a drought; and

WHEREAS, Williams and Weiss has presented a drought analysis which revealed deficiencies in the District’s water portfolio in the case of a 100 year drought; and

WHEREAS, Williams and Weiss recommended a formula for determining on an annual basis whether drought conditions exist in the District, and if so, what stage of drought exists; and

WHEREAS, Williams and Weiss recommended the District adopt a policy allowing for flow restrictions and use of additional water resources in drought situations; and

WHEREAS, the Board finds that the adoption of this North Weld County Water District Commercial Drought Policy is in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the North Weld County Water District Commercial Drought Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

*[Remainder of the page intentionally left blank. Signature page to follow.]*



ADOPTED THIS 14<sup>TH</sup> DAY OF MARCH, 2022.

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

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*Signature page to Resolution Adopting a North Weld County Water District Commercial Drought  
Policy*

## EXHIBIT A

### NORTH WELD COUNTY WATER DISTRICT

#### COMMERCIAL DROUGHT POLICY

- I. Commercial Drought Policy:** The District hereby establishes that in the event of a drought, as may be determined by the Board (the “Drought”), the District may flow control commercial users to their actual water allocations under any applicable water service or other water delivery agreement between the District and the customer.
- II. Declaration of Drought:** The Board shall have the authority to declare stage of Drought and the duration during which the Water Restrictions shall apply. In order to determine whether a Drought exists and to declare the stage of Drought, the Board will make a water supply declaration on or before May 1<sup>st</sup> of each year. Determination of water supply will be guided by the proposed water supply formula:

$$\text{Ratio} = (\text{Carryover Supply} + \text{Projected WY Supply} * 0.95) / (\text{Normalized ATP Demand} * 1.10 + \text{RFO})$$

Where	Carryover Supply = stored water from previous water year
	Projected WY Supply = expected yield on CBT plus native rights for current water year
	0.95 = safety factor on supply
	Normalized ATP Demand = expected at-the-plant demand under normal conditions
	1.10 = dry year demand multiplier
	RFO = return flow obligations associated with converted native supplies

The Board will declare the water supply as either Adequate, Stage 1 Drought, Stage 2 Drought, or Stage 3 drought, correlating to water supply ratios of:

Stage 1 Drought: (1 to 0.9)

Stage 2 Drought: (0.89 to 0.8)

Stage 3 Drought: (less than 0.8)

- III. Under Allocated Commercial Users:** In the event of a Drought, commercial customers who are flow controlled due to under allocation shall be permitted to bring additional water resources to the District. During a Drought, in addition to any additional water dedications proposed pursuant to the District’s rules and regulations or water dedication polities, commercial users shall be permitted to make use of groundwater sources to supplement supply, or to dedicate leased water to the District, in order to continue receiving service from the District.
- IV. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future,

including the imposition of fees, surcharges, penalties, and fines imposed by the District, as may be amended from time to time.

**RESOLUTION NO. 20220314-02**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING A NORTH WELD COUNTY WATER DISTRICT RESIDENTIAL  
DROUGHT POLICY**

---

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District has engaged Williams and Weiss to study the District’s water system and water resources in the event the District experiences a drought; and

WHEREAS, Williams and Weiss has presented a drought analysis which revealed deficiencies in the District’s water portfolio in the case of a 100 year drought; and

WHEREAS, Williams and Weiss recommended a formula for determining on an annual basis whether drought conditions exist in the District, and if so, what stage of drought exists; and

WHEREAS, Williams and Weiss recommended the District adopt a policy including certain residential watering restrictions in drought situations; and

WHEREAS, the Board finds that the adoption of this North Weld County Water District Residential Drought Policy is in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the North Weld County Water District Residential Drought Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

*[Remainder of the page intentionally left blank. Signature page to follow.]*

ADOPTED THIS 14<sup>TH</sup> DAY OF MARCH, 2022.

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

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*Signature page to Resolution Adopting a North Weld County Water District Residential Drought  
Policy*

## EXHIBIT A

### NORTH WELD COUNTY WATER DISTRICT

#### RESIDENTIAL DROUGHT POLICY

- I. Residential Drought Policy:** The District hereby establishes that in the event of a drought, as may be determined by the Board (the “Drought”), the following residential outdoor water restrictions (the “Water Restrictions”) attached hereto as **Exhibit A**, shall be in effect for all residential properties within the District for the period of Drought. The Board shall have the authority to declare the stage of Drought, and the duration during which Water Restrictions shall apply.
- II. Declaration of Drought:** The Board shall have the authority to declare stage of Drought and the duration during which the Water Restrictions shall apply. In order to determine whether a Drought exists and to declare the stage of Drought, the Board will make a water supply declaration on or before May 1<sup>st</sup> of each year. Determination of water supply will be guided by the proposed water supply formula:

$$\text{Ratio} = (\text{Carryover Supply} + \text{Projected WY Supply} * 0.95) / (\text{Normalized ATP Demand} * 1.10 + \text{RFO})$$

Where

- Carryover Supply = stored water from previous water year
- Projected WY Supply = expected yield on CBT plus native rights for current water year
- 0.95 = safety factor on supply
- Normalized ATP Demand = expected at-the-plant demand under normal conditions
- 1.10 = dry year demand multiplier
- RFO = return flow obligations associated with converted native supplies

The Board will declare the water supply as either Adequate, Stage 1 Drought, Stage 2 Drought, or Stage 3 drought, correlating to water supply ratios of:

Stage 1 Drought: (1 to 0.9)

Stage 2 Drought: (0.89 to 0.8)

Stage 3 Drought: (less than 0.8)

- III. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future, including the imposition of fees, surcharges, penalties, and fines imposed by the District, as may be amended from time to time.

**EXHIBIT A  
RESIDENTIAL WATERING RESTRICTIONS**

	<b>Stage1: Low</b>	<b>Stage 2: Medium</b>	<b>Stage 3: High</b>
<b>Landscape water usage</b>			
Lawn watering	Target 1" per week for turf	Target 0.75" per week for turf	No watering
Watering hours	No watering between 10 a.m. and 6 p.m.	No watering between 10 a.m. and 6 p.m.	No watering
Number of watering days per week	Residential even address: Thursday and Sunday;  Residential odd address: Wednesday and Saturday;  Commercial: Tuesday and Friday	Residential even address: Sunday only;  Residential odd address: Saturday;  Commercial: Friday	No watering
Trees	Same as lawn watering under sprinkler systems;  Watering by hand, drip system, or deep root fork unrestricted	Same as lawn watering under sprinkler systems;  Watering by hand, drip system, or deep root fork unrestricted	Watering by hand, drip system, or deep root fork unrestricted
Food production	Same as lawn watering under sprinkler systems;  Watering by hand or by drip system unrestricted	Same as lawn watering under sprinkler systems;  Watering by hand or by drip system unrestricted	Watering by hand, drip system unrestricted
Other landscapes	Same as lawn watering under sprinkler systems;	Same as lawn watering under sprinkler systems;	Watering by hand, drip system unrestricted



	Watering by hand or by drip system unrestricted	Watering by hand or by drip system unrestricted	
<b>Non-landscape water usage</b>			
Car washing	Unrestricted with a shut-off nozzle	Not allowed from May to August	Not allowed
Spraying impervious surfaces	Only for essential power washing	Only for essential power washing	Only for essential power washing
Construction dust control	Unrestricted	Unrestricted	Unrestricted
Street sweeping	Unrestricted	Essential sweeping only	Essential sweeping of arterials and collectors
Hydrant flushing and testing	As approved by NWCWD Manager	As approved by NWCWD Manager	As approved by NWCWD Manager
Swimming pools	Unrestricted	Unrestricted if filled before date other restrictions are implemented; no filling of empty pools after restrictions are implemented	Unrestricted if filled before date other restrictions are implemented; no filling of empty pools after restrictions are implemented
<b>Exceptions</b>			
New lawns, sod and seed	Unrestricted	September through April installation only, unrestricted;	No installation or watering
Medical hardship or religious objection	Water on two selected days; no watering on Monday between 10 a.m. and 6 p.m.	Water on one selected day; no watering on Monday between 10 a.m. and 6 p.m.	No watering
Well or raw water			

**RESOLUTION NO. 20220314-03**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF THE  
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING A COMMERCIAL FLOW CONTROL POLICY**

---

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District has found that certain commercial users are annually using more water than is allocated to such customers under water service or similar water deliver agreements; and

WHEREAS, in order to help control overuse by commercial users, the Board of the District previously approved the installation of flow control devices on commercial users in the District; and

WHEREAS, the District desires to use the flow control devices to regulate the amount of water used by commercial users; and

WHEREAS, the regulation of water usage by commercial customers will allow the District to adequately model water usage in the District which helps to efficiently address infrastructure and capacity concerns; and

WHREEAS, the Board desires to adopt a policy for setting the flow control devices; and

WHEREAS, the Board finds that the adoption of this Commercial Flow Control Policy to be in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the Commercial Flow Control Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the policy set forth herein.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Conflict. If any part of the Regulation is in conflict or inconsistent with any other District policy, procedure, or practice currently in effect, this Regulation shall trump such other District policy, procedure or practice.
5. Severability. If any term or provision of the Regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Regulation as a whole but shall be severed from the Regulation, leaving the remaining terms or provisions in full force and effect.
6. Effective Date. This Regulation shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

*[Remainder of the page intentionally left blank. Signature page follows.]*

ADOPTED THIS 14<sup>th</sup> DAY OF MARCH, 2022.

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

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President

ATTEST:

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Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature page to Resolution Adopting a Commercial Flow Control Policy*

## EXHIBIT A

### NORTH WELD COUNTY WATER DISTRICT

#### COMMERCIAL FLOW CONTROL POLICY

- I. **Commercial Flow Control Policy.** The North Weld County Water District (the “District”) hereby establishes a policy to install flow control devices and flow control commercial users within the District. Starting in, and including the year 2022, the District will install flow control devices and will flow control all commercial users to their peak 2021 flows (the “Flow Limit”), as indicated in the District’s water usage records for each commercial user. If a commercial user exceeds the individual Flow Limit established by the District, the District may shut-off water service to such customer. In the event of a water services shut-off, such user may dedicate addition water to the District for their use. Any water proposed for dedication to the District shall comply with any rules and regulations of the District or water dedication policy of the District.
  
- II. **Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

**RESOLUTION NO. 20220314-04**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF THE  
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING A RESIDENTIAL PLANT INVESTMENT POLICY**

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WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District imposes and collects a one-time contribution per single-family equivalent unit (the “Plant Investment” or “Plant Investment Fee”) to be used for capital investment in regional facilities and capital investment in transmission facilities; and

WHEREAS, the District has historically allowed residential property owners to purchasing ½ taps and ¾ taps to purchase Plant Investments at a rate of ½ or ¾ the full Plant Investment Fee charge by the District; and

WHEREAS, the Board desires to adopt a policy to requiring all customers purchasing water taps to pay the full Plant Investment Fee charged by the District regardless if the customer is purchasing a ½ or ¾ water tap; and

WHEREAS, the Board finds that the adoption of this Residential Plant Investment Policy to be in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the Residential Plant Investment Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the policy set forth herein.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Conflict. If any part of the Regulation is in conflict or inconsistent with any other District policy, procedure, or practice currently in effect, this Regulation shall trump such other District policy, procedure or practice.

5. Severability. If any term or provision of the Regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Regulation as a whole but shall be severed from the Regulation, leaving the remaining terms or provisions in full force and effect.

6. Effective Date. This Regulation shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

*[Remainder of the page intentionally left blank. Signature page follows.]*

ADOPTED THIS 14<sup>th</sup> DAY OF MARCH, 2022.

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

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*Signature page to Resolution Adopting a Residential Plant Investment Policy*



## EXHIBIT A

### NORTH WELD COUNTY WATER DISTRICT

#### RESIDENTIAL PLANT POLICY

- I. **Residential Plant Policy.** The North Weld County Water District (the “District”) hereby establishes a policy to require all residential customers seeking to purchase a residential water tap from the District to pay the full rate of Plant Investment Fee established by the District, (as may be amended from time to time), regardless of whether the customer is purchasing a ½, ¾ or full tap from the District.
- II. **Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

HAYASHI & MACSALKA, LLC  
ATTORNEYS AT LAW  
1650 38TH STREET  
SUITE 103 WEST  
BOULDER, COLORADO 80301

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WILLIAM P. HAYASHI  
MARY LYNN MACSALKA  
MARSHALL KEITH MARTIN

Tel: 303-443-3100  
Fax: 303-443-7835  
www.h-mlaw.net

March 4, 2022

North Weld County Water District  
Board of Directors  
32825 CR 39  
Lucerne, CO 80646

Via Email Only: [genes@nwcwd.org](mailto:genes@nwcwd.org); [scotte@nwcwd.org](mailto:scotte@nwcwd.org); [ronb@nwcwd.org](mailto:ronb@nwcwd.org);  
[bradc@nwcwd.org](mailto:bradc@nwcwd.org); [tads@nwcwd.org](mailto:tads@nwcwd.org)

**Re: Request for Variance from Tap Sale Moratorium – Town of Severance**

Dear Board of Directors:

Please be advised that Hayashi & Macsalka, LLC, serves as legal counsel for the Town of Severance (“Town”). On behalf of the Town, we respectfully submit this request for a variance from the North Weld County Water District’s (“District”) moratorium on the sale of plant investments (“Moratorium”).

**Background**

On October 26, 2021, the District imposed the Moratorium until at least December 13, 2021. Shortly after, the Town was forced to impose its own moratorium on the issuance of building permits for all residential development within its territorial limits due to the District’s Moratorium. On December 13, 2021, the District extended its Moratorium to May 9, 2022. On February 14, 2022, the District adopted Resolution No. 20220214-01, partially lifting the Moratorium with respect to Zones 1, 2, 7 and 7B (as indicated on a pressure zone map created by District staff) after determining the District’s water system had sufficient capacity to meet current and future service demands within those four pressure zones. The Town is centrally located within pressure Zone 1; however, it is unclear whether Resolution No. 20220214-01 excludes municipal wholesale customers within Zone 1, such as the Town, from any opportunity to purchase plant investments from the District pursuant to the new “Tap Sale Criteria Policy.” Because the District lifted its Moratorium in zones outside of the Town’s water service area, on February 22, 2022, the Town narrowed its moratorium on the issuance of building permits to apply only to properties within the Town’s water service area.

## Variance Request

As you are aware, the District and the Town have entered into an Amended and Restated Water Service Agreement dated March 9, 2019, as amended by that certain First Amendment to Amended and Restated Water Service Agreement, dated October 25, 2019 (collectively, the “Water Service Agreement”), which generally speaking outlines the rights, duties, and obligations of the District and Town regarding the Town’s purchase of plant investment taps from the District and the District’s obligation to provide and deliver treated, potable water to the Town’s potable water storage and distribution system (“Town System”) through two master meters (“Delivery Points”).

The Water Service Agreement confers upon the Town the right to use the District System upstream of the Delivery Points to treat and deliver to the Delivery Points a defined annual and daily peak demand capacity (or flow) of water based upon 940 plant investment taps (“Water Flow Requirement”), for the operation of the Town System downstream of the Delivery Points and, ultimately, the furnishing of potable water service by the Town to customers within the Town Service Area.

In the event the Town’s demand exceeds the existing Water Flow Requirement, the Water Service Agreement not only obligates the Town to purchase additional plant investment taps from the District sufficient to meet the Town’s demand, but also obligates the District to sell to the Town such additional plant investment taps, and to furnish water to the Town at the Delivery Points, according to the new Water Flow Requirement allowed under the total taps purchased.

For the remainder of fiscal year 2021, the Town had anticipated issuing building permits that would will result in the construction of a total of 25 new single-family dwellings. Presently, the Town System serves approximately 2,595 existing single-family dwellings. Moreover, the Town has two, fully-entitled single-family residential developments located entirely within the Town System’s service area—Tailholt and Hunter’s Crossing—waiting on a total of 350 building permits to be issued from the Town.

Starting as far back as October 2020, the Town has informed the District’s Manager, Eric Reckentine, that the current Water Flow Requirement is insufficient to meet peak flow demands for existing Town customers during summer months, after the Town exceeded the Water Flow Requirement on several occasions. Since that time (over a year ago) and prior to the District imposing the Moratorium, the Town has repeatedly submitted to Mr. Reckentine requests to purchase additional plant investment taps from the District, not only to protect service levels for existing customers but also to allow the Town to meet the anticipated needs of new customer demand generated by the Tailholt and Hunter’s Crossing residential developments, respectively.

Without any additional plant investment taps immediately available for purchase from the District due to the District’s breach of the Water Service Agreement and, now, the District’s Moratorium, the Town System cannot deliver now or in the foreseeable future any amount of additional water to the Delivery Points beyond the current Water Flow Requirement, which presently is insufficient to meet existing flow demands of the Town’s existing customers. **Therefore, the District’s sale of additional plant investments to the Town is necessary to the Town’s ability to continue to provide potable water service to existing customers and to protect service levels and the overall operation of the Town System.**

In addition, due to the District's past refusals to sell any new plant investment taps and especially now because of the District's Moratorium, the Town cannot serve new single-family dwellings in the Town's Service Area at a level that would be adequate even to meet minimum health and safety standards and at the same time provide a level of service that halfway meets the needs of existing customers. Consequently, the Town has been forced to impose a moratorium on the issuance of building permits for new residential construction to prevent the construction of uninhabitable dwellings in the Town that could pose serious health and safety hazards to their occupants, while unnecessarily exposing the Town to the added risk of suit by the Tailholt and Hunter's Crossing developers. **Therefore, the District's sale of additional plant investments to the Town is necessary for these developers to make beneficial use of their respective properties and is essential to safeguarding the Town—through no fault of its own—against exposure to liability for damages, including lost profits, incurred by the developers due to their inability to sell lots to prospective buyers.**

To meet its obligations under the Water Service Agreement, the Town has already fully appropriated \$1,600,000.00 for the purchase of 100 plant investment taps necessary to meet its immediate flow demands. Thus, the Town is prepared to immediately purchase and pay for the requested 100 plant investments. The Town respectfully requests the District Board grant it a variance from the Moratorium (and, by extension, from the Tap Sale Criteria Policy) for the purchase of 100 plant investment taps.

Per Section III of the Tap Sale Criteria Policy, the Town understands this request for a variance "shall be presented to the Board of Directors at its next regular meeting for consideration" on **March 14, 2022**. A member of the Town's staff will be present at that meeting.

We appreciate your consideration and, on behalf of the Town, we look forward to working with the District on the requested variance. Please feel free to contact me directly at 303-443-3100 or at [kmartin@h-mlaw.net](mailto:kmartin@h-mlaw.net) should you have any comments, questions, or need additional information.

Very truly yours,

*/s/ Marshall Keith Martin*

Marshall Keith Martin

Cc: Nicholas Wharton, Town Manager  
Lindsay Radcliff-Coombes, Deputy Town Manager

March 8, 2022

**Via Email ([zwhite@wbapc.com](mailto:zwhite@wbapc.com))**

Mr. Zachary White, Esq.  
White Bear Ankele Tanaka & Waldron  
748 Whalers Way, Ste. D1  
Fort Collins, Colorado 80525

**Via Email ([water@nwcwd.org](mailto:water@nwcwd.org))**

Board of Directors  
North Weld County Water District  
32825 CR 39  
PO Box 56  
Lucerne, Colorado 80646

**Via Email ([ericr@nwcwd.org](mailto:ericr@nwcwd.org))**

North Weld County Water District  
Mr. Eric Reckentine, District Manager  
32825 CR 39  
PO Box 56  
Lucerne, Colorado 80646

**RE: North Weld County Water District (“NWCWD”) Tap Sale Moratorium**

Dear Members of the Board and Messrs. White and Reckentine:

This firm represents Melody Homes, Inc., d/b/a D.R. Horton (“D.R. Horton”), an affiliate of D.R. Horton, Inc. that, until recent events, was building and selling homes within the Tailholt development (“Tailholt”) in Severance, Colorado. Tailholt is in the Town of Severance’s (“Severance” or the “Town”) service area for the provision of potable water. Severance, in turn, gets its potable water from NWCWD pursuant to an Amended and Restated Water Service Agreement dated March 5, 2019 (the “WSA”) as amended by that First Amendment to the WSA dated October 25, 2021 (the “First Amendment”).

D.R. Horton’s work in Tailholt began in October 2020, when D.R. Horton took partial assignment (the “Partial Assignment”) of the development obligations contained within that Subdivision Improvements Agreement recorded at Reception Number 4633036 (the “SIA”) as to 316 lots (the “Lots”) in Tailholt’s Fourth Filing. The Partial Assignment required D.R. Horton to, among other things, construct the public infrastructure necessary to service the Lots (inclusive of potable water and sewer systems) and to reimburse its Seller for satisfying the raw water dedication requirements under the SIA pertaining to the Lots. D.R. Horton completed the first phase of improvements in July 2021, at which point it began to pull building permits and build and sell new homes. Sales of available homes in Tailholt have been brisk.

On September 29, 2021, NWCWD imposed a moratorium on all tap sales and tap investments. This forced the Town to impose a resulting moratorium on building permits, as no new homes can be built without a potable water tap (and NWCWD is the Town’s sole provider

of potable water). Thus, NWCWD's actions have brought D.R. Horton's development, construction and home sales in Tailholt to a standstill. The following may help you understand the magnitude of NWCWD's moratorium (and the magnitude of the potential liability to which NWCWD is exposing itself unless it timely revises the same to remove the prejudice to existing developments such as D.R. Horton's at Tailholt):

- D.R. Horton has \$21 million currently invested in Tailholt that it cannot recoup without the ability to obtain building permits and continue selling homes. Included within this \$21 million are 2 model homes, 81 owned finished lots, 81 owned lots in development, 120 owned lots awaiting future infrastructure pursuant to the SIA and Partial Assignment, and the raw water dedicated to the Town to facilitate the provision of potable water from NWCWD via the Town's master meters and resulting distribution system.
- D.R. Horton is currently incurring lost revenue from home sales of approximately \$5 million per month (\$60 million annually).
- Except for work necessitated to fully complete the 81 owned lots in development, D.R. Horton has been forced to shut down land development work on future phases of its lots in Tailholt. This impacts \$6 million of pending work and 20-25 employees of land developer contractors.
- The moratorium-caused shutdown of D.R. Horton's work at Tailholt has also resulted in significant job displacement, including 2 sales agents, 2 project superintendents, numerous home construction workers, and Town inspectors.

Measured against the significant harm it is causing D.R. Horton and other similarly situated builders and developers, the facts available to us cast significant doubt upon the legitimacy of NWCWD's moratorium:

- Section 11.2 of the WSA specifically contemplates the Town's purchase from the District of additional water beyond that specified in Exhibit A to the WSA. It is our understanding that the Town has stood ready, willing and able to purchase additional plant investment taps from the District and has been continuously attempting to do so since at least October 29, 2020. The District has apparently refused to sell the requested taps and has failed to abide by its obligations under the WSA in response to the Town's requests. Nonetheless—and despite knowing the magnitude of growth the Town is experiencing—NWCWD never advised the Town, prior to enacting the moratorium, that it may not be able to sell the Town additional water as contemplated by the WSA. If not an express violation of the WSA, NWCWD's conduct at minimum appears to be a violation of the covenant of good faith and fair dealing inherent in the same.

- D.R. Horton has fulfilled its raw water dedication obligations to the Town relative to its 316 lots in Tailholt. Thus, the necessary raw water exists to service D.R. Horton’s future homes in Tailholt. If NWCWD is refusing to issue taps—either directly, or in this case, to the Town—for Tailholt’s buildout, what is NWCWD doing with the raw water D.R. Horton dedicated?
- There does not seem to be any current issue concerning the adequacy of NWCWD’s ability to supply potable water. It is our understanding that in the last calendar year, NWCWD permitted potable water to be applied to agricultural uses in amounts more than adequate to serve the 316 total lots in Tailholt.
- NWCWD’s “rationale” for its moratorium appears to be a subterfuge (or at least a moving target, indicating a lack of legitimacy of the same):
  - NWCWD initially blamed the moratorium on concerns regarding the approval and permitting process for its planned NEWT III Pipeline Project through Fort Collins and Larimer Counties. By itself, this made no sense as, by NWCWD’s own admission, the NEWT III project is years from completion and should have no bearing on the availability of water to serve projects—such as D.R. Horton’s at Tailholt—that are already in development and construction.
  - NWCWD then changed its rationale when it modified the moratorium by resolution dated February 14, 2022. In the February 14, 2022 resolution, the District claimed that the moratorium related to “capacity issues found as part of the District’s efforts to verify its hydraulic model.” This, again, makes no sense. The District’s current system is what dictates its ability to meet the Town’s water delivery requirements for existing users and projects currently in development. The District **must know** the capacity of its current system. If it does not, it is guilty of extreme negligence and mismanagement. The system either has capacity to service existing users and projects currently in development or it doesn’t. If the former is true, there is no reason for a moratorium impacting existing projects.<sup>1</sup> If the latter is true, NWCWD is again guilty of extreme

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<sup>1</sup> In imposing its moratorium, NWCWD appears to have made no effort to distinguish between projects currently in development and future development projects. If there truly are capacity issues within NWCWD—the type of issues that must be addressed through future capital projects to increase capacity—then a limitation on new development projects might be reasonable. But the logical point to impose such a limitation would be upon new projects not yet in development—i.e., projects where developers have not already spent millions in reliance on NWCWD’s provision of potable water. This would have provided NWCWD with a measure of protection against claims by developers who have expended millions in reliance on NWCWD doing what it was created to do. But by applying its moratorium to **all** developments, regardless of status or amount already expended in reliance on NWCWD’s continuing ability to provide

negligence and mismanagement and needs to clearly communicate its existing limitations to its constituents and customers.

- NWCWD's true motivations may have been revealed by comments made by Mr. Reckentine at the February 14 NWCWD meeting. There, Town Manager Nicholas Wharton argued that the Town should receive the 184 plant investment units it stands ready, willing and able to purchase. Mr. Reckentine's reported counter was that the Town should sign a new water service agreement with NWCWD first. This suggests that NWCWD's true motivation for the moratorium may be displeasure with its existing WSA with the Town (and possibly others). It does not, however, explain why NWCWD appears to have taken little to no action in pursuit of a new water service agreement with the Town. Nor is insistence on a new agreement reasonable, as the existing WSA gives NWCWD discretion concerning the terms of new water purchases (meaning that if NWCWD's cost of providing water to the Town have increased, so too can the amount charged to the Town for the additional water it is requesting).

The bottom line here is that NWCWD needs to take a moment to step back and carefully consider where the continuing imposition of its moratorium (or limitation) on the issuance of taps to projects already in construction and development will lead. We know that D.R. Horton is not the only builder/developer who has expended millions in reliance on obtaining potable water from NWCWD. D.R. Horton—and each of the other builder/developers who are now being denied building permits because of NWCWD's refusal to commit to delivering water to the Town—are clearly intended third-party beneficiaries of any and all agreements by NWCWD to furnish potable water to the Town. Colorado law is clear that intended third-party beneficiaries may bring suit on the contract to which they are a beneficiary. *See, e.g., S K Peightal Engineers, LTD v. Mid Valley Real Est. Sols. V, LLC*, 342 P.3d 868, 872 (Colo. 2015). That means that D.R. Horton and others similarly situated can—and likely will—sue NWCWD if it continues its moratorium in a manner which prohibits the scheduled completion of projects currently in construction and development. One look at the numbers above—which will be mirrored by other builders/developers similarly impacted—shows how significant such lawsuits could be.

Moreover, if and when those lawsuits prove that NWCWD could have serviced all projects currently in construction and development at the time of the moratorium, NWCWD's constituents will rightly begin to look to NWCWD's management and Board, asking why they subjected NWCWD to unnecessary litigation costs, fees and judgments (and whether there are avenues to recover some portion of the same). This isn't a path D.R. Horton or any other builder/developer wants to go down. D.R. Horton would much prefer to finish its construction and development at Tailholt and recoup its costs as it had planned. But with tens of millions of

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potable water in adequate quantities, NWCWD has given builders and developers like D.R. Horton little choice but to seek recourse if the moratorium is not promptly lifted.



dollars invested and no way to recoup it without access to building permits (and potable water taps), D.R. Horton and other builder/developers may be left with no other alternative.

We know that the Town has already contacted NWCWD and stands ready, willing and able to buy sufficient plant investment units to permit development in the Town—inclusive of D.R. Horton's homes at Tailholt—to continue in the short term. It is also our understanding that the Town stands ready, willing and able to discuss a reasonable new water service agreement with NWCWD. We encourage you to accept the Town's offers to move forward on both counts, and to do so at your March 14, 2022 meeting. If NWCWD shows no sign of seeking a prompt resolution which would permit the Town to acquire the plant investment taps and water necessary to permit D.R. Horton's construction at Tailholt to continue as scheduled, the next correspondence you receive from us will be a Colorado Open Records Act request aimed at obtaining the documents necessary to file suit against NWCWD and such other parties as may be necessary to obtain full relief from NWCWD's moratorium (and the Town's resulting moratorium on building permits).

We look forward to reviewing the outcome of NWCWD's March 14, 2022 Board meeting.

Very truly yours,



Scott W. Wilkinson

cc: client (via email)

HAYASHI & MACSALKA, LLC  
ATTORNEYS AT LAW  
1650 38TH STREET  
SUITE 103 WEST  
BOULDER, COLORADO 80301

---

WILLIAM P. HAYASHI  
MARY LYNN MACSALKA  
MARSHALL KEITH MARTIN

Tel: 303-443-3100  
Fax: 303-443-7835  
www.h-mlaw.net

February 25, 2022

North Weld County Water District  
Attn: Eric Reckentine  
32825 CR 39  
Lucerne, CO 80646  
Via Email: [ericr@nwcwd.org](mailto:ericr@nwcwd.org)

Zachary P. White  
White, Bear, Ankele, Tanaka & Waldron  
748 Whalers Way, Ste. D1  
Ft. Collins, CO 80525  
Via Email: [zwhite@wbapc.com](mailto:zwhite@wbapc.com)

Re: Amended and Restated Water Service Agreement – Town of Severance

Dear Mr. Reckentine:

Please be advised that Hayashi & Macsalka, LLC, serves as legal counsel for the Town of Severance. I am contacting you regarding the Town's Amended and Restated Water Service Agreement dated March 5, 2019 (the "Contract"), with North Weld County Water District ("District") and the First Amendment to the Contract, which is dated October 21, 2021 (the "First Amendment").

As you are aware, the Contract and the First Amendment outline a number of the District's obligations with respect to, among other things, the Town's purchase of plant investment taps from the District, the District's sale of plant investment taps to the Town, and the District's furnishing and delivery of treated, potable water to the Town System up to the Delivery Points, based on the total number of taps purchased. I have attached the Contract and First Amendment to this letter for your reference (capitalized terms in this letter shall have the same meaning ascribed to them in the Contract and First Amendment).

It has come to our attention that the District received an e-mail sent by the Town Engineer, Chris Messersmith, dated October 29, 2020, requesting to purchase a total of 114 additional plant investment taps for a total of \$1,600,800.00 according to a 2-year purchase plan, which the Town established in coordination with District representatives. In that same email, Mr. Messersmith indicated the Town Board had approved an appropriation in an amount equal to the purchase price stated in the purchase plan.

Surprisingly, the District never responded in writing to the Town's 2020 tap purchase request. Since October 2020 (over a year ago), the Town has repeated its request to purchase additional plant investment taps from the District. Specifically, in June 2021, Mr. Messersmith sent an email to you requesting to purchase 65 plant investment taps. Shortly after the first of this year, the Town provided you with a proposed second amendment to the Contract, also seeking to purchase of 65 plant investment taps. As recently as February 8, 2022, the Town Manager asked you if the proposed second amendment would be placed on the District's February 14<sup>th</sup> meeting agenda for consideration by the District's Board. In response to these repeated requests, you have either ignored them outright, offered evasive or ambiguous comments about the number of plant investment taps the District is willing to provide to the Town, or equivocated about the District's intent to sell any taps to the Town. Pursuant to Section 11.2 of the Contract, the District had until November 28, 2020, to respond in writing to the Town's October 2020 request. Over a year later, the District is still no closer to providing a written response to the Town that clearly and unambiguously states the District's position as to if and the number of taps the District is willing to sell to the Town.

Moreover, under Section 3 of the First Amendment, in the event the Town's demand exceeds the existing Water Flow Requirement under the Contract, not only is the Town obligated to purchase plant investment taps from the District sufficient to meet the Town's demand, but the District also is obligated to sell to the Town such additional plant investment taps, and to furnish water to the Town at the Delivery Points, according to the new Water Flow Requirement allowed under the total taps purchased. Starting as far back as October 2020, the Town has expressed to you a desire to purchase additional plant investment taps, not only after the Town exceeded the Water Flow Requirement on several occasions, but also in anticipation of various upcoming land use approvals that would entitle several residential developments, which certainly would impose demands in excess of the Water Flow Requirement. Specifically, the Town requested to purchase 114 plant investment taps in October 2020, and then in 2021 the Town again requested to purchase another additional 65 plant investment taps from the District, for a total of 184 plant investment taps.

Finally, the District's "Tap Sale Criteria Policy" recently adopted on February 14, 2022, appears to arbitrarily exclude municipal wholesale customers within Zone 1, such as the Town, from any opportunity to purchase taps from the District. Ironically, the District's new "Tap Sale Criteria Policy" is a clear repudiation of its reciprocal obligation under the First Amendment to sell additional plant investment taps needed by the Town.

This letter serves to notify you that the Town considers the District in breach of the Contract and First Amendment, and of its obligation of good faith and fair dealing, due to its failure to timely comply with Section 11.2 of the Contract and its refusal to honor its reciprocal obligation under the First Amendment to sell the additional plant investment taps needed and requested by the Town. Moreover, this letter serves to notify you of the District's obligation under Section 13.7 of the Contract to cure the District's breach of the Contract. Toward that end, the Town stands ready to purchase 100 plant investment taps from the District, having already fully appropriated \$1,600,000.00 to fund this purchase, and demands a written response from the District to this request and indicating its intent to cure its breach by **March 28, 2022, at 5:00 p.m.**

Not only is the District's breach of the Contract and First Amendment substantial—it has failed to perform an essential and material term of the Contract—the Town is now in an even worse predicament than the District. Without any additional plant investment taps immediately available for purchase from the District, and due to the District's refusal to sell any new plant investment taps in breach of the Contract and First Amendment, the Town cannot now or in the foreseeable future deliver any amount of additional water to the Delivery Points beyond the current Water Flow Requirement under the Contract, much less serve new single-family dwellings in the Town's Service Area at a level adequate to meet even minimum health and safety standards, and at the same time provide a level of service that halfway meets the usage requirements of existing customers. Consequently, the Town has been forced to impose a moratorium on the issuance of building permits for residential development within its service area, unnecessarily exposing the Town to the added risk of suit by affected property owners or developers.

Town representatives are willing to meet with representatives from the District to hear its position on the sale of additional plant investment taps to the Town and to discuss a potential resolution, up to and including a reformation of the Contract and First Amendment. However, if the District is unwilling to constructively discuss such matters, or if it is unwilling to actively and diligently pursue its obligations and cure its breach under the Contract and First Amendment, the Town is prepared file a lawsuit against the District in Weld County District Court.

Please contact this office no later than close of business on March 28, 2022, to resolve this matter.

Sincerely,

/s/ Marshall Keith Martin

Marshall Keith Martin

Cc: Nicholas Wharton, Town Manager  
Lindsay Radcliff-Coombes, Deputy Town Manager



## NoCO Custom Homes

---

2026 Bear Mountain Drive Unit 107, Fort Collins, CO 80525

[www.NoCOCustomHomes.com](http://www.NoCOCustomHomes.com)

Jason@NoCOCustomHomes.com

To whom it may concern,

I'm writing to request to the board to grant a variance on this property so I am able to purchase a water tap on this property.

Address: 7471 County Road 74 (AKA 7471 Hannah way), Windsor, CO

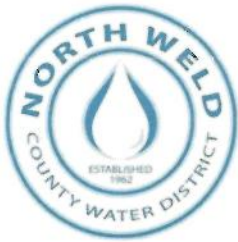
Parcel: 070532300007

Legal: PT SW4 32-7-67 LOT A REC EXEMPT RECX20-0083

Jason Jones (Builder)



Date 2/18/22



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

[WWW.NWCWD.ORG](http://WWW.NWCWD.ORG) • EMAIL: [WATER@NWCWD.ORG](mailto:WATER@NWCWD.ORG)

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11/10/2020 02:49 PM R Fee:\$58.00  
Carly Koppas, Clerk and Recorder, Weld County, CO

October 29, 2020

RSW Holdings, LLC  
7471 WCR 74  
Windsor, CO 80550

## Subject: Water Service Request, RSW Holdings, LLC Property, Request for Single Family Residential Tap

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

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

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



# NORTH WELD COUNTY WATER DISTRICT

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tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires 45 days advanced notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 98% of the purchase price paid by the Developer. If the meter remains unset for 13 to 18 months after the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 90% of the purchase price paid by Developer. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**

11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment. The District's current surcharge rate is \$2.00 per 1,000 gallons in addition to the standard monthly usage fee. Surcharge fees are assessed to recover the District's costs in obtaining additional water rights for delivery.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.

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

Sincerely,

11/9/2020  
Date

Title: Director, Board of Directors

North Weld County Water District

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 Carly Koppes, Clerk and Recorder, Weld County, CO

*(Acknowledgement and Agreement by Developer follows.)*



# NORTH WELD COUNTY WATER DISTRICT

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## Acknowledgement and Agreement by Developer

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

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

RSW Holdings, LLC

By: \_\_\_\_\_

Name: Ryan Wood

Its: MANAGER

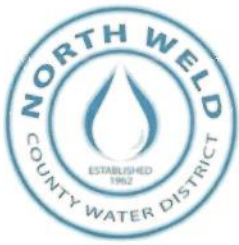
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Date

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Carly Koppes, Clerk and Recorder Weld County, CO







# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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## EXHIBIT A

Lot B of the Recorded Exemption No. 0705-32-3 RE-4545 recorded May 7, 2007 at Reception No. 3474168, being a portion of the South ½ of the Southeast ¼ of the Northwest ¼ and the East ½ of the Southwest 1/4 of Section 32, Township 7 North, Range 67 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 7471 County Road 74, Windsor, CO)

Weld County Parcel Number: 070532300005

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Carly Koppes, Clerk and Recorder, Weld County, CO  


## EXHIBIT B

### NORTH WELD COUNTY WATER DISTRICT

#### AMENDED AND RESTATED WATER DEDICATION POLICY

##### I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

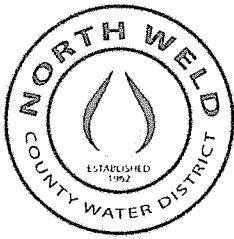
**II. General Requirements for all Water Rights Dedications**

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

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

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

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



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646  
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## EXHIBIT C

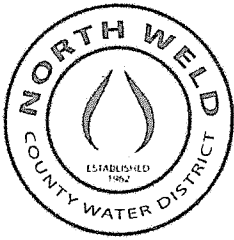
**Table No. 1 – Tap Options and Requirements**

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
<b>Full Standard Tap</b>	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Lot Size greater than 0.33 Acres (14,375 sq. ft)						
<b>75% Tap</b>	75%	75%	75%	100%	171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use				
<b>50% Tap</b>	50%	50%	50%	100%	114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise				
<b>Conservation Blue Tap</b>	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%	228,000 Gallons*	0 Gallons
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.						
Restrictions		Only applicable to 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023. If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment) *Gallons may vary depending on qualifying combination				
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)						
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.						

**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See <a href="http://nwcwd.org">nwcwd.org</a> for current fee.	\$58,000	Meter Set Fee	\$5,400
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (4 miles) **Minimum Fee Applicable**	\$1,500		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$74,400.00 Full Standard Tap</b>	
<b>See Table 1 for Options and/or Restrictions.</b> <b>Cost will exclude Line Extension Fee, Line Reimbursement Fee, &amp; Supplemental Fee if Applicable unless otherwise stated.</b> <b>See Paragraph 15 for Details</b>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		80 psi to 90 psi	
Maximum Pressure		105 psi	

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 Carly Koppes, Clerk and Recorder, Weld County, CO



# NORTH WELD COUNTY WATER DISTRICT

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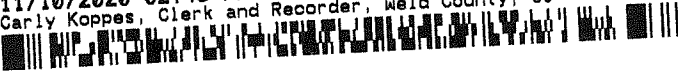
**Table No. 3 - Usage Rates and Fees**

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$22.38 Minimum
6,000 gallons and up	\$3.73 per 1,000 gallons (Kgal)

**Table No. 4 - Plant Investment Surcharge Rates**

0 to 456,000 gallons above the Plant Investment Allotment	\$3.95 per 1,000 gallons
More than 456,000 gallons above the Plant Investment Allotment	\$1.95 per 1,000 gallons

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Carly Koppes, Clerk and Recorder, Weld County, CO





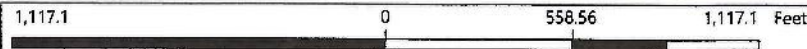
- Legend
- Parcels
  - Highway
  - County Boundary

Proposed Lot B, 7471 WCR 74, is served by existing meter number 4246.

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

Proposed Lot A, also known as approximately 7411 Hannah Way.

Notes



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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**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 Eagle View Farms, LLC Litigation and Severance Water Plant Investment Variance Request**