

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, March 11, 2024, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve March 11, 2024, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from February 12, 2024, Regular Meeting and February 26, 2024 Work Session**
 - b. Invoices through March 11, 2024**
 - c. Kimley Horn Work Order Amendment – Endor NEWT III**
 - d. Work Change Order Directive No 014 – Harmony Interconnect**
 - e. Larimer #2 Lateral Change Order 1**
 - f. Connell Resources Change Order – Eaton Pipeline Phase II**
 - g. Variance Request Tap Relocation and Divestment**
 - i. BAE LLC – Divest 2 Water Alloctaions**
 - ii. Chad Woodrum – Allocation Transfer Request**
 - h. Easement Agreements**
 - i. Waag Easement Agreements – NEWT III**
 - ii. K&M Possession for #8 Crossing**
 - i. Water Supply and Storage Annual Share Leases**
 - i. Cook**
 - ii. Podtburg**
 - j. TLECC Cyber Security Contracts**
 - k. Ditesco Services Scope of Work Proposal Tank 7**

6. Report: NEWT III Construction Update – Ditesco Services (enclosure)
7. Action: Consider Adoption of Resolution 20240311-01: Resolution Adopting a Second Amendment to Amended and Restated Water Dedication Policy (enclosure)
8. Discussion: Regional Master Plan Update
9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Regional Master Plan
10. District Manager's Report: (enclosures)
 - a. Tap Sales
 - b. Letter to Northern Colorado Water Utility Managers and Elected Officials
 - c. Letter to Town of Severance
 - d. CWCB Grant Approved for Conservation Plan
 - e. Customer Survey Lead and Copper Lines
11. 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 12th day of February, 2024, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

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

Also present were Eric Reckentine General Manager and Garrett Mick, Operations Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Esq., LYONS GADDIS, P.C., Special water counsel; Richard Raines and Jan Sitterson, Water Resources; Angeal Thompson, Slate Communications; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the agenda.

PUBLIC COMMENT

Mr. Bean addressed the Board regarding the recent approval by the County for Eaton growth area and water related matters.

Mr. Alvaraz addressed the Board regarding needing a tap for fire flows in the new church in Severance which is required to get a certificate of occupancy.

Mr. Miller addressed the Board regarding if current tap holders can add raw water taps to property.

CONSENT MATTERS

AGENDA

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

- a. Minutes from January 8, 2024, Meeting
- b. Unaudited Financials for December 2023 and January 2024
- c. Invoices through February 12, 2024
- d. Element Consulting TO 4 Amendment and Rates
- e. Tri-Hydro Work Order Amendment Schedule of Charges
- f. Stantec Change Order - On Call Engineering Services Renewal
- g. Service Order Agreement with Sky Beam, LLC d/b/a Rise Broadband
- h. Conflict Waiver to Spencer Fane – Century Link New Client
- i. Easement Agreements
 - I. L&W Cobb Outlet Crossing Agreement – NEWT III
 - II. Magellan Line Crossing
 - III. AT&T Line Crossing

Consider Selection of Web Site Design Firm

Mr. Reckentine presented to the Board website proposals. He noted the current website needs to be redesigned and modernized to meet new regulations. Following discussion, upon a motion of Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously approved the proposal from Streamline.

Consider Adoption of Resolution 20240212-01: Resolution Adopting a Second Amended Tap Sale Criteria Policy

Mr. Reckentine presented to the Board the Resolution Adopting a Second Amended Tap Sale Criteria Policy. He noted that the purpose for the resolution is to allow property owners to purchase single taps and will allow the sale of 25 single taps per quarter. Following discussion, upon a motion of Mr. Nelson and seconded by Mr. Cockroft, the Board unanimously adopted the resolution.

Discussion Regarding Water Dedication for Under Allocated Meters Mr. Reckentine reminded the Board of prior discussions to not have under allocated commercial users bringing water until the District better understands its capacity and demand models. The Board engaged in a general discussion adopting a new policy to allow under allocated commercial users to bring water to the District again to get caught up. The Board tabled the matter of adopting a new policy until the March meeting.

Discussion Regarding North Weld County Water District Water Supply and Storage Change Case #3199 Mr. Holwick presented an update to the Board regarding the status of the District's WSSC Change Cases. He discussed with the Board the objections to the change case and the delays they are causing. The Board continued the discussion in an Executive Session.

Consider Approval of Water Rights Acquisition

Agreement for Sale and Purchase of CBT 73 Units Mr. Reckentine presented the agreement to the Board. He noted that it is planned to be approved by Norther Water at their March meeting. Following discussion, upon a motion of Mr. Nelson and seconded by Ms. Hennen, the Board unanimously approved the agreement.

Agreement for Sale and Purchase of CBT 15 Units Mr. Reckentine presented the agreement to the Board. He noted that it is planned to be approved by Norther Water at their March meeting. Following discussion, upon a motion of Mr. Nelson and seconded by Ms. Hennen, the Board unanimously approved the agreement.

Consider Approval River Bluffs Settlement Agreement Mr. Reckentine presented the River Bluffs Settlement Agreement to the Board. He noted that the purpose of the agreement is for the reservoir that was purchased with a lease back to the seller for excess capacity. Mr. Holwick discussed that the project pending necessitates cooperation with the County. Following discussion, upon a motion of Mr. Cockroft and seconded by Mr. Pettinger, the Board unanimously approved the agreement.

Discussion Regarding Public Information Campaign Mr. Reckentine discussed with the Board the need for a public information campaign. The Board continued the discussion in an Executive Session.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Upon motion of Mr. Cockroft, seconded by Ms. Hennen, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 9:55 A.M. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e),

Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)(e) & (f), C.R.S. Related to Employee Matters, Water Rights Acquisitions, Water Supply and Storage Change Case, River Bluffs Settlement Agreement and District Public Information Campaign

C.R.S. related to Employee Matters, status of WSSC Change case, and a District public information campaign.

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

Following the Executive Session the Board took the following actions:

The Board considered a 6% pay increase for Mr. Reckentine. Upon a motion of Mr. Cockroft, seconded by Ms. Hennen, the Board unanimously approved the increase.

Upon a motion of Mr. Cockroft, seconded by Ms. Hennen, the Board unanimously approved Slate Communications to commence preparation of a public relations campaign to present to the Board.

DISTRICT MANAGER’S REPORT

Tap Sales

Mr. Reckentine reported to the Board there were 10 taps sold to date.

LRM and Poudre Fire Department Agreement for Lot 4 Executed

Mr. Reckentine reported to the Board that the agreement has been executed.

NISP USACE Permit Legal Challenge

Mr. Reckentine reported to the Board that Save the Poudre has entered into litigation with Army Corp regarding the project.

Cobb Lake Water Treatment Authority Agreement Approved by Entities

Mr. Reckentine reported to the Board that the agreement has been approved by all parties.

North Weld County Water District and City of Greeley Harmony Interconnect Pipeline

Mr. Reckentine reported to the Board that the project has been completed.

Eaton Pipeline Phase III – 30% Design

Mr. Reckentine provided an update to the Board.

Letter of Support WSSC Structures Grant

Mr. Reckentine provided an update to the Board that the District has been included in the letters of support to WSSC Structures Grant letters.

Tank 7- Coating Issue Mr. Reckentine provided an update to the Board that Tank 7 needs warranty work to be conducted by the contractor due to interior coating issues.

Plante Moran, PLLC Auditor
Letter to Board of Directors Plante Moran auditors introduced themselves to the Board and reviewed their auditor disclosure letter with the Board.

Work Session Master Plan
Date – 8:30 A.M. Monday
February 26 Mr. Reckentine confirmed the date and time for a work session with the Board to begin reviewing the master planning scenarios.

OTHER BUSINESS None.

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

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

Secretary for the District

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session meeting of the North Weld County Water District convened at 9:55 A.M. on February 12, 2024 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Employee Matters, , Water Supply and Storage Change Case, and Public Relations Campaign. I further attest it is my opinion that a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

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

Held: Monday, the 26th day of February 2024, at 8:30 A.M.

ATTENDANCE

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

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

Also present were: Zachary P. White, Esq., and Jon Wagner, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Eric Reckentine and Garrett Mick, General Manager of the District; Jamie Cotter, Esq., Spencer Fane LLP, District special counsel; Kim Newcomer and Angela Thompson, Slate Communications; David Wiggins and Nastassja Abercrombie, Stantec.

ADMINISTRATIVE MATTERS

Call to Order

The work session was called to order.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the work session 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 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 with regard to 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 work session. Upon motion of Mr. Pettinger, seconded by Mr. Nelson, the Board unanimously approved the agenda.

Discussion Regarding North Weld County Water District Regional Master Plan

Mr. Reckentine introduced the discussion topic to the Board and reminded the Board about the status of the regional master planning efforts and noted the stakeholder meetings that have occurred to help the District develop different master planning scenarios.

Discussion Regarding Public Relations Program

Mr. Reckentine reminded the Board of its discussion at the February 12, 2023 meeting regarding the negative press and public comments about the District and a need to establish a public relations campaign.

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 North Weld County Water District Regional Master Plan and Public Relations Program

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 8:38 a.m. for the purpose of receiving legal advice related to North Weld County Water District Regional Master Plan and Public Relations Program pursuant to Section 24-6-402(4)(b) & (e), C.R.S.

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

No action was taken following the executive session.

OTHER BUSINESS

None.

ADJOURNMENT

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

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

Secretary for the District

ATTORNEY STATEMENT

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session meeting of the North Weld County Water District convened at 8:38 A.M. on February 26, 2024 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)& (e), C.R.S. related North Weld County Water District Regional Master Plan and Public Relations Program. I further attest it is my opinion that a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This SECOND AMENDMENT, effective the 14th day of February, 2024 by and between the **East Larimer County Water District and North Weld County Water District**, hereinafter called "OWNER" and **Kimley-Horn and Associates, Inc.**, a Colorado corporation, hereinafter called "CONSULTANT", witnesseth that,

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

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

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

1. Engineering Design Services: The EXISTING AGREEMENT is hereby amended to include services from the CONSULTANT in the manner set forth in the letter and fee schedule from the CONSULTANT, dated February 14th, 2024, attached hereto as Exhibit A and incorporated herein by this reference.

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

Exhibit A: NEWT 3 Easement Acquisition Assistance – K&M Company Property
Contract Amendment 02 – Dark Horse Expert Report

[SEPARATE SIGNATURE PAGE]

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

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

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

Signature Loan R. Makey
—

Name: LOAN R. MAKEY

Title: PRESIDENT

Date: FEB 20 2024

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

Signature _____
—

Name: _____

Title: _____

Date: _____

CONSULTANT: Kimley-Horn and Associates, Inc.

Signature Emily Felton

Name: Emily Felton

**KHAMT
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Title: Associate

Date: 2/14/2024

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

Exhibit A



February 14, 2024

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

**RE: *NEWT 3 Easement Acquisition Assistance – K&M Company Property
Contract Amendment 02 – Dark Horse Expert Report***

Mr. Siddens,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Scope of Services to **East Larimer County Water District and North Weld County Water District** (“Client”) to amend the NEWT 3 Easement Acquisition Assistance – K&M Company Property (“NEWT 3” or “Water Line Project”), project name to NEWT 3 Easement Acquisition Assistance. The original contract will also be amended to include the services outlined below associated with the Dark Horse Estates Development plan.

Scope of Services

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

NEW Task 5 – Dark Horse Expert Report

Kimley-Horn will review the “Impact Analysis East Larimer County Water District (ELCO) and North Weld County Water District (NWCWD) Waterline across the Endor, LLC Property” memo (the “Memo”) by JR Engineering dated January 18th, 2024, and provide a summary of findings and facts. Kimley-Horn will provide a summary of the previous report’s findings and comment on what was stated in the other report based on prior industry experience on the validity of assertions made concerning potential damages to the property by the pipeline project within the documents. Kimley-Horn may also identify other factors constraining future development such as existing infrastructure, and feasibility of installation of other infrastructure such as stormwater and sanitary sewer facilities. Kimley-Horn may also identify ways to mitigate property impacts through changes in the design of the pipeline project. If appropriate, Kimley-Horn will also provide counterpoints to the Memo and outline alternative approaches to those presented.

Should they be needed, Kimley-Horn may provide up to two (2) exhibits for the project that could be considered as alternatives to the current proposals or that can be incorporated for consideration as a part of the report.

Should it be needed, Kimley-Horn may participate in discussions and/or correspondence with District staff and legal counsel. Meetings with the Endor property owner, their legal counsel and their engineering consultant may also be provided upon request and will be billed at our then current hourly rates.

The property in question is private property, and Kimley-Horn is not conducting any site visits.

A budget for this task has been provided based on thirty-two (32) hours of effort. Actual time spent will be billed at our then current hourly rates.

Schedule

The schedule shall be as mutually agreed upon between the Client and the Consultant.

Fee and Billing

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

Task	Task Description	Fee	Fee Type
Tasks approved by Prior Contracts			
Task 1	Document Review	\$13,500	HR, Est
Task 2	Expert Report	\$21,250	HR, Est
Task 3	Expert Testimony	\$14,500	HR, Est
Task 4	Dark Horse Assistance	\$8,000	HR, Est
Total Fee Previously Approved		\$57,250	
Base Tasks Proposed by this Amendment			
Task 4	Dark Horse Expert Report	\$9,750	HR, Est
Summary			
	Previously Approved IPO's	\$57,250	
	Currently Proposed IPO's	\$9,750	
New Total Contract Amount		\$67,000	

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

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

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

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

Closure

These services will be provided based upon the terms and conditions contained within this document and are subject to the Agreement for Professional Services between the Client and Consultant dated September 26th, 2023. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

KHAMT
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By: 
 Andy Reese
 Project Manager

By: 
 Emily Felton, P.E.
 Associate

WORK CHANGE DIRECTIVE NO.: 014

Owner: City City of Greeley, CO Owner's Project No.: **FK21-10-170**
Engineer: Providence Infrastructure Consultants, Inc Engineer's Project No.:
Contractor: Reynolds Construction, LLC Contractor's Project No.: **42202.300**
Project: **Terry Ranch Pipeline – Segment 1 (NWCWD Interconnect)**
Contract Name: **Terry Ranch Pipeline – Segment 1 (NWCWD Interconnect)**
Date Issued: January 17, 2024 Effective Date of Work Change Directive: January 17, 2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Install 1" Air Release Assembly on 24" PVC NWCWD Interconnect (Contingency Authorization)

Attachments:

Cost Detail w/ Backup

Purpose for the Work Change Directive:

To provide for pipeline air release for initial filling and testing, as well as future pipeline operations.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:



Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: **\$7,935.50** **[increase]**
Contract Time: **0** days **[increase]**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

	Recommended by Owner's Rep	Authorized by Owner	Approved by Contractor
By:	 Bill Renz, P.E.		
Title:	Ditesco Construction Manager		CMAR Project Manager
Date:	02/27/2024		01/17/2024

January 17, 2024

City of Greeley, Colorado
 1100 10th Street
 Greeley, Colorado 80631



Attn: Jim Paulson

CHANGE ORDER REQUEST #014: Install 1" Air Release Assembly on 24" NWCWD Interconnect

RE: TERRY RANCH PIPELINE - SEGMENT 1

Description: Description of Change Order Request.

Anything above herein and in the attachments beyond the described scope shall be additional costs above and beyond this Change Request.

Relocate Install 1" Air Release Assembly on 24" PVC NWCWD Interconnect.

*Furnish and install Saddle, and Corp Stop

*Install NWCWD furnished material

Operations:

Reynolds Construction field crew and subcontractors when applicable.

Hours:

0.0

Labor: Installation Time

Classification	Hours	Rate	Extension
Foreman	6.0	\$ 124.49	\$ 746.94
Group 4 Operator (Excavator, Motor Grader)	6.0	\$ 116.54	\$ 699.24
Group 3 Operator (Loader, Compactor)	6.0	\$ 90.64	\$ 543.84
Pipe Layer (Group 2)	12.0	\$ 72.52	\$ 870.24
Laborer (Group 1)	6.0	\$ 56.98	\$ 341.88
Truck Driver	4.0	\$ 72.52	\$ 290.08
		\$ -	\$ -
Total		Total Labor	\$ 3,492.22

Equipment: Installation Time

Unit	Hours	Rate	Extension
Flat Bed Truck	4.0	\$ 28.59	\$ 114.36
Pickup Truck	6.0	\$ 28.59	\$ 171.54
Excavator, Cat 335	6.0	\$ 263.25	\$ 1,579.50
Loader, Cat 962	6.0	\$ 153.25	\$ 919.50
Bedding Box	6.0	\$ 9.50	\$ 57.00
Trench Box (Small)	6.0	\$ 7.50	\$ 45.00
Compaction Wheel - Excavator	6.0	\$ 12.00	\$ 72.00
Steel Trench / Road Plates	12.0	\$ 7.50	\$ 90.00
Levels/Transits/Survey/Laser	6.0	\$ 10.00	\$ 60.00
Small Tools and Consumables	6.0	\$ 8.00	\$ 48.00
		\$ -	\$ -
Total		Total Equipment	\$ 3,156.90

Subcontractors:

Item	Unit	Quant.	Rate	Extension
				\$ -
				\$ -
Total			Total Subcontractors	\$ -

Materials:

Item	Unit	Quant.	Unit Price	Extension
Bedding	TN	5.0	\$ 16.10	\$ 80.50
24" x 1" Saddle (Dana Kepner)	EA	1.0	\$ 435.00	\$ 435.00
1" Corp Stop (Dana Kepner)	EA	1.0	\$ 83.00	\$ 83.00
1" Brass 90 Bend (Dana Kepner)	EA	1.0	\$ 10.00	\$ 10.00
Freight for Saddle (Dana Kepner)	EA	1.0	\$ 300.00	\$ 300.00
			\$ -	\$ -
Total			Total Materials	\$ 908.50

EXTENDED COST OF PROJECT GENERAL CONDITIONS

LS

0	\$ -	\$ -
Cost of Additional Work	\$ 7,557.62	
CMAR Fee (5%)	\$ 377.88	
Bond 0.0%	\$ -	
Total Change Request	\$ 7,935.50	

Sincerely,
 REYNOLDS CONSTRUCTION, LLC



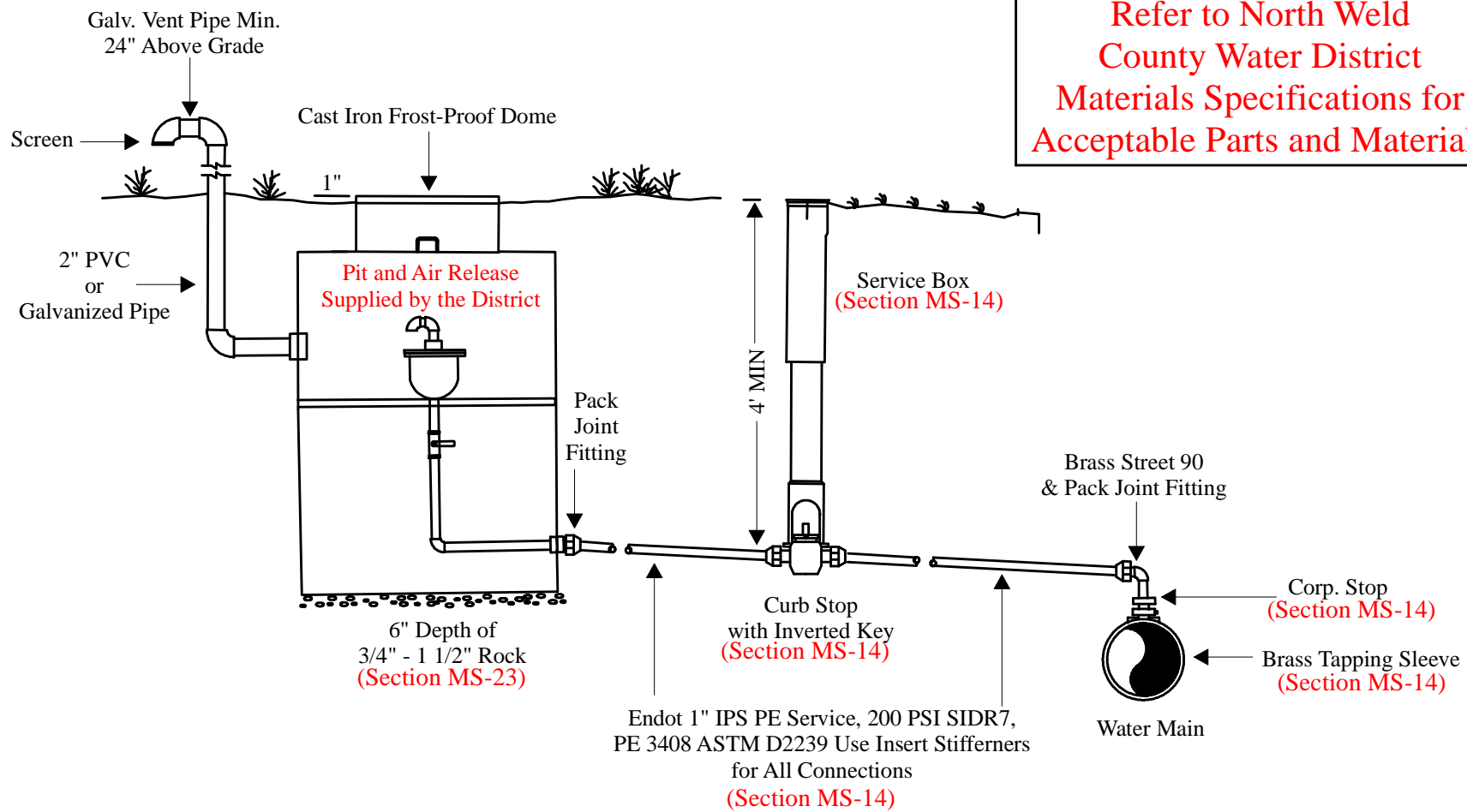
Chris Schneider
 CMAR Project Manager
 Confidential

City of Greeley, Colorado Representative

Approved By: _____

Date: 1/17/2024

Refer to North Weld
County Water District
Materials Specifications for
Acceptable Parts and Materials



NOTES

1" service must maintain a positive grade from water main to air release
Distance from water main to vent pipe shall be field fit.

Description:	
NWCWD 1" Air Release Assembly	
North Weld County Water District	Typical 1" Air Release Assembly
	
Drawn:	JSS
Date:	May 2007
Scale:	Not to Scale
Checked:	
North Weld County Water District	

CHANGE ORDER

Project: Overland Ponds Larimer #2 Lateral
To Contractor: Crow Creek Construction, LLC
7251 W. 20th ST, BLDG L, STE 101B
Greeley, CO 80634

Change Order No: 1
Date: February 19, 2024
Project Number: 21-05-36
Contract Date: February 22, 2023
Contract NTP: February 23, 2023

Contract For: Overland Ponds Larimer #2 Lateral

The Reason and Description of the Contract Change is as follows:

The purpose of this no-cost change order is to incorporate changes in contract time as ordered by Owner.

The change to the contract includes a time extension to perform work included in the base scope at the time of contract execution. Work to be performed at this time includes furnishing and installing the Larimer # 2 Lateral Stop Log Structure and clearing an existing ditch adjacent to the work area.

The change is owner initiated.

Attachments:
None

(Attach additional sheets as required)

Change in Contract Value:

Original Contract Value:	\$196,959.39
Net change by previously authorized Change Orders:	\$0.00
Contract Value prior to this Change Order:	\$196,959.39
The Contract Value will be adjusted by this Change Order in the amount of:	\$0.00
The new Contract Value including this Change Order will be:	\$196,959.39
Total % of Original Contract Value - this change order:	0.00%
Total % of Original Contract Value - all change orders:	0.00%

The Change in contract time (calendar days):

	366
Previous Substantial Completion Date:	April 1, 2023
Revised Substantial Completion Date:	April 1, 2024


Engineer Ditesco, LLC
2133 S. Timberline Rd. STE 110
Fort Collins, CO 80525

Owner: East Larimer County Water District
232 S Link Ln
Fort Collins, CO 80524


Owner: North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Owner: Fort Collins - Loveland Water District
5150 Snead Dr
Fort Collins, CO 80525

Contractor: Crow Creek Construction, LLC
7251 W. 20th ST, BLDG L, STE 101B
Greeley, CO 80634


By: Bill Renz, P.E. Date: 2/19/2024

By: Mike Scheid Date: _____


By: Eric Reckentine Date: _____

By: Chris Pletcher, PE Date: _____

By: _____ Date: _____

CHANGE ORDER NO.: 3

Owner:	North Weld County Water District	Owner's Project No.:	
Engineer:	Trihydro Corporation (Construction Administration)	Engineer's Project No.:	0075Q-003-0010, Task 0008
Contractor:	Connell Resources, Inc.	Contractor's Project No.:	2221045
Project:	Eaton Pipeline Project (Phase 2)		
Contract Name:	Agreement between North Weld County Water District and Connell Resources, Inc. for construction of the Eaton Pipeline Project (Phase 2)		
Date Issued:	February 20, 2024	Effective Date of Change Order:	March 11, 2024

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

Description:

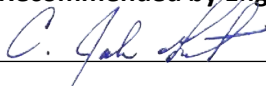
Approval of Change Order Request (COR) Nos. 2, 3, 5, 6, 9, and 10 as outlined in Work Change Directive No. 1, attached, resulting in a net increase to the contract price of \$55,720.00.

Attachments:

Work Change Directive No. 1, dated February 5, 2024

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>7,136,142.60</u>	Original Contract Times: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Increase from previously approved Change Orders No. 1 to No. 2: \$ <u>47,938.00</u>	No Change from previously approved Change Orders No. 1 to No. 2: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Contract Price prior to this Change Order: \$ <u>7,184,080.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Increase this Change Order: \$ <u>55,720.00</u>	No Change this Change Order: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Contract Price incorporating this Change Order: \$ <u>7,239,800.60</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>

Recommended by Engineer

By: 
 Title: Project Manager
 Date: 2/20/2024

Accepted by Contractor

Approved by Funding Agency (if applicable)

Authorized by Owner

By: _____
 Title: _____
 Date: _____

WORK CHANGE DIRECTIVE NO.: 1

Owner:	North Weld County Water District	Owner's Project No.:	0075Q-003-
Engineer:	Trihydro Corporation (Construction Admin.)	Engineer's Project No.:	0010
Contractor:	Connell Resources, Inc.	Contractor's Project No.:	2221045
Project:	NWCWD Eaton Pipeline Project (Phase 2)		
Contract Name:	Agreement between North Weld County Water District and Connell Resources, Inc. for construction of the Eaton Pipeline Project (Phase 2)		
Date Issued:	February 5, 2024	Effective Date of Work Change Directive:	February 5, 2024

Contractor is directed to proceed promptly with the following change(s):

Description(s): Presented in the order listed on the Change Order Quotation, attached.

Change Order Request 10 (COR 10): Install trench stabilization rock within the bottom of the trench to provide support for the water line between Sta. 215+00 and Sta. 226+00, per the PVC Pipe Bedding Details on Sheet C-502. Soft and saturated soil conditions were encountered at trench bottom elevations within the station range outlined above and it was necessary to install trench stabilization material to provide support for the pipe envelope. Although trench stabilization material is called out in the details, it was not specifically accounted for in the Project bid items and the Contractor did not include it in the bid. Trihydro recommends approving this change order request which will result in an increase to the Contract Price of **\$12,200.00**.

Change Order Request 2 (COR 2): Per direction from Providence Infrastructure Consultants (PIC) and NWCWD during the 2022-2023 construction season, via the response to RFI No. 002A, the Contractor proceeded with raising the existing 3-inch diameter water line found to be in conflict with the new 30-inch PVC water line within the WCR 33 crossing at the Project's east terminus, between Sta. 311+13 and Sta. 312+30. This work included labor to complete the 3-inch water line adjustment and two additional utility line crossings: one for the 3-inch water line and one for a gas line discovered during the work, resulting in an increase to the Contract Price of **\$10,350.00**.

Change Order Request 3 (COR 3): Proceed with alignment changes between ~Sta. 257+01 and ~Sta. 284+44, as directed during the 2022-2023 construction season and in the response to RFI No. 003, to move the water line alignment approximately 10-ft. north and away from the edge of the south easement boundary. Revisions to the Contract bid item quantities to complete the alignment adjustment result in a decrease to the Contract Price of **(\$33,460.00)**.

Change Order Request 5 (COR 5): Adjust the bid item quantities for Asphalt-Remove and Replace (WCR-33, Sta. 312+12) and Flow Fill (WCR-33/East Lucas Lateral Crossing) to reflect actual quantities installed, resulting in a decrease to the Contract Price of **(\$5,920.00)**.

Change Order Request 6 (COR 6): Adjust the lump sum bid item price for Mobilization to account for the anticipated demobilization and remobilization due to delays caused by the ongoing Weld County Roundabout project located at the intersection of WCR 74 and WCR 33, which is preventing Weld County from approving road closures within the project limits required to complete the county road crossings. The Mobilization bid item adjustment will result in an increase to the Contract Price of **\$24,870.00**.

Change Order Request 9 (COR 9): Adjust the associated pipe bid item quantities to account for an increase of 298 linear feet of restrained joint pipe required on the west side of the butterfly valve installed at ~Sta. 274+12 (moved from Sta. 254+01). This adjustment of pipe bid item quantities will result in an increase to the Contract Price of **\$47,680.00**.

Attachments:

- Change Order Quotation, dated 1/18/2024
- Change Order Request Log
- RFI Response (RFI No. 002A, dated 12/29/2022)
- RFI Response (RFI No. 003, dated 12/14/2023)

Purpose for the Work Change Directive:

The purpose for this Work Change Directive is to document the unresolved change order requests recommended for approval to date. Pending authorization from NWCWD, these changes to the Contract Price will be included in the reconciliation change order at the end of construction.

Note: Change Order Requests COR 04, COR 6, COR 6.1, COR 6.2, COR 7, and COR 8 have been rejected, as noted on the Change Order Request Log, attached.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$55,720.00 increase.

Contract Time: 0 days

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:	<u>Project Manager</u>	
Date:	<u>2/5/2024</u>	

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191



Estimator: Roland Tremble

CHANGE ORDER QUOTATION

Date: 1/18/2024

Submitted To: North Weld County Water District Address: PO Box 56 Lucerne, CO 80646 USA Contact: Eric Reckentine Phone: Fax:	Bid Title Eaton Pipeline Phase 2 Changes To 1/18/24 Bid Number: COR 2-10 Project Location: WCR 72 Between WCR 29 And 33 Project City, State: Eaton, CO Engineer/Architect:
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We offer for your consideration the following Change Order Quotation which, if accepted, shall constitute a modification to the contract between us.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10. COR 10					
	Stabilization Rock, Quantity Based On Assumption That Only Area Requiring Stabilization Rock Will Be From Station 215+00 To Station 226+00, Actual Tonnage From Tickets Will Be Charged.	305.00	TON	\$40.00	\$12,200.00
Total Price for above 10. COR 10 Items:					\$12,200.00
2. COR 2 For Utilities On East Terminus					
201	Waterline Lowering / Raising For 3" Waterline At 311+80	1.00	LS	\$5,750.00	\$5,750.00
202	Waterline Crossing (Sta. 311+80±)	1.00	LS	\$2,300.00	\$2,300.00
203	Gas Line Crossing (Sta. 312+31±)	1.00	LS	\$2,300.00	\$2,300.00
Total Price for above 2. COR 2 For Utilities On East Terminus Items:					\$10,350.00
3. COR 3 Alignment Changes On Hardesty Property					
301	Pipe - 30-Inch PVC Pressure Class 200 With Push-On Joints	91.00	LF	\$400.00	\$36,400.00
302	Pipe - 30-Inch PVC Pressure Class 200 With Restrained Joints	-91.00	LF	\$560.00	(\$50,960.00)
303	Fitting - 30-Inch - 45° DI Elbow With MJs	-6.00	EACH	\$10,000.00	(\$60,000.00)
304	Fitting - 30-Inch - 45° DI Elbow With MJs (Restocking Fee)	6.00	EACH	\$3,000.00	\$18,000.00
306	Fitting - 30-Inch - Solid Sleeve For Phasing And Coordination	2.00	EACH	\$9,600.00	\$19,200.00
307	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	6.00	LF	\$650.00	\$3,900.00
Total Price for above 3. COR 3 Alignment Changes On Hardesty Property Items:					(\$33,460.00)
5. COR 5 Quantity Over And Under Runs From WCR 33 Crossing					
501	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	11.00	CY	\$900.00	\$9,900.00
502	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	-113.00	CY	\$140.00	(\$15,820.00)
Total Price for above 5. COR 5 Quantity Over And Under Runs From WCR 33 Crossing Items:					(\$5,920.00)
6. COR 6 Road Crossing Delay					
	Additional Mobilization	1.00	LS	\$24,870.00	\$24,870.00
Total Price for above 6. COR 6 Road Crossing Delay Items:					\$24,870.00
9. COR 9					
301	Pipe - 30-Inch PVC Pressure Class 200 With Push-On Joints	-298.00	LF	\$400.00	(\$119,200.00)
302	Pipe - 30-Inch PVC Pressure Class 200 With Restrained Joints	298.00	LF	\$560.00	\$166,880.00
Total Price for above 9. COR 9 Items:					\$47,680.00
Total Bid Price:					\$55,720.00

Notes: • Change order request based on Field Changes as discussed in weekly meetings

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Sponsor: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Connell Resources, Inc.

Authorized Signature: _____

Estimator: Roland Tremble
(970) 215-8897 rtremble@connellresources.com

Change Order Request Log

Project:

CRI Job Number:



ITEM NO.	DESCRIPTION	QUOTE Date	C.O N.O.	C.O. Date	C.O. \$	Status	Budget Date	COMMENTS
COR 01	Change to 30" PVC		1		\$19,588.00	Acc		
COR 02	Gas and waterlines at East terminus				\$10,350.00	Pend		Recommended for Approval under WCD No. 1
COR 03	changes at Hardesty revocable, remove bends add valve and adjust restraint				(\$33,460.00)	Pend		Recommended for Approval under WCD No. 1
COR 04	Haul cost for anderson dirt				\$20,625.00	Rej		Hauled by anderson, no cost
COR 5	Quantity over runs and under runs WCR 33 crossing				(\$5,920.00)	Pend		Recommended for Approval under WCD No. 1
COR 6	Pea gravel delivery for farmer				\$4,725.00	Rej		did not deliver.
COR 6.1	Road crossings as bore	10/26/23			\$302,665.00	Rej		
COR 6.2	Road crossings wait for schedule	10/26/23			\$59,700.00	Rej		
COR 6.3	Road crossings wait for schedule, without extra testing	10/26/23			\$24,870.00	Pend		Recommended for Approval under WCD No. 1
COR 7	Shoe Fly for CR 72 Crossing	12/21/23			\$58,170.00	Rej		
COR 8	Valve and restrained pipe WCR 31	12/21/23			\$59,400.00	Rej		
COR 9	restraint west of valve	12/21/23			\$47,680.00	Pend		Recommended for Approval under WCD No. 1
COR 10	Stabilization gravel	12/21/23			\$12,200.00	Pend		Recommended for Approval under WCD No. 1



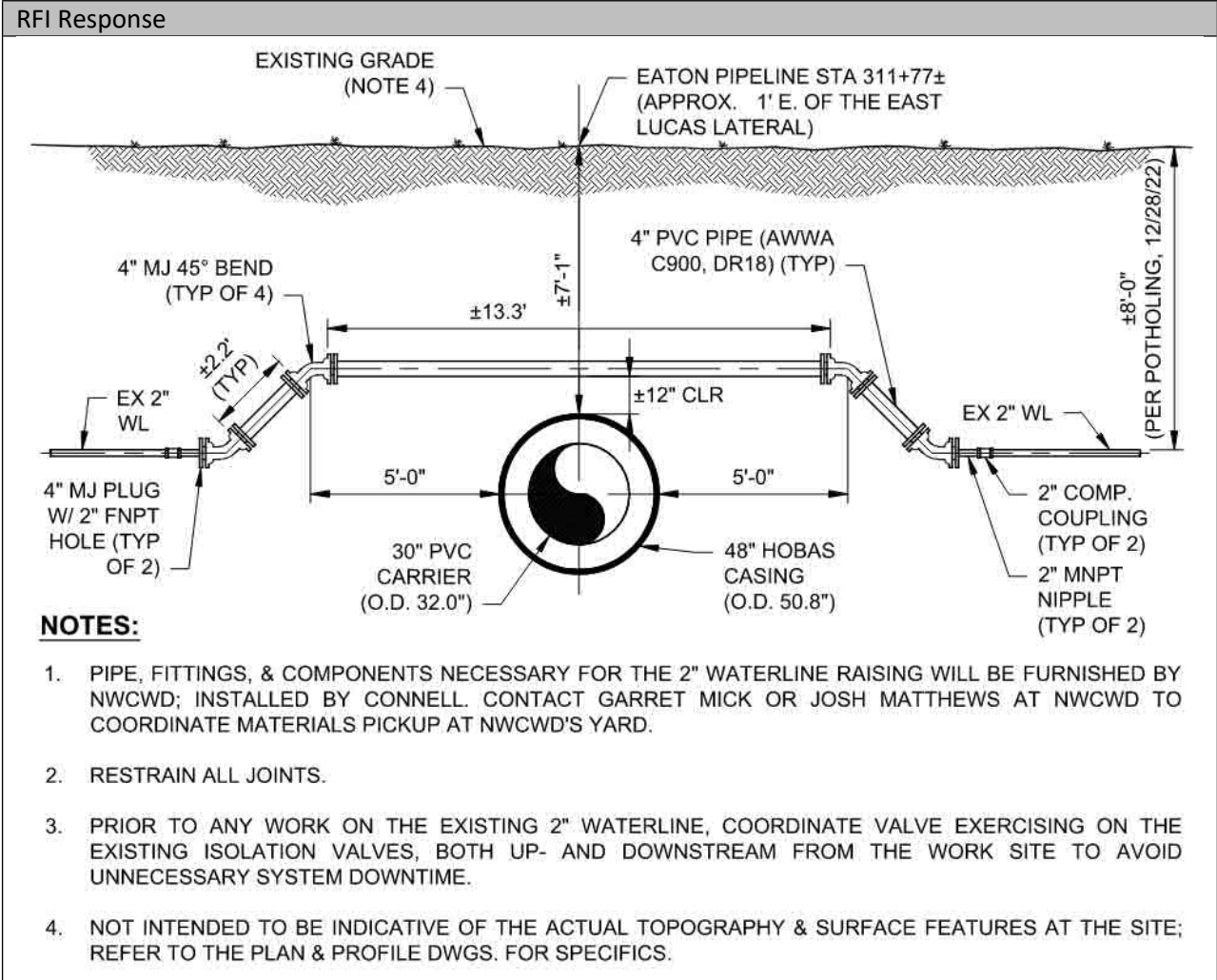
REQUEST FOR INFORMATION (RFI) RESPONSE

NWCWD EATON PIPELINE PROJECT (PHASE 2)	PIC PROJECT NO: 171016.12-002/171016.16-141
RFI NO.: 002A	
ESI DESCRIPTION: NWCWD WATERLINE RAISING BETWEEN E. LUCAS LATERAL & WCR 33	

RFI Information	
Type: <input checked="" type="checkbox"/> Clarification <input type="checkbox"/> Material Substitution <input type="checkbox"/> Value <input type="checkbox"/> Manufacturing Procedure Engineering <input type="checkbox"/> Other Specification Number: n/a Drawing Number: C-229 Date Submitted: 12/29/2022 Response Date: 12/29/2022	RFI was reviewed and responded to for clarification and general conformance with the design concept of the Project and the information provided in the Contract Documents. The Contractor is responsible for confirming the correlating dimensions at the jobsite for tolerance, clearance, quantities, fabrication processes, and means and methods of construction; coordination of the work with other trades; performing the work in a safe and satisfactory manner; and full compliance with the Contract Documents.

RFI Response
<ul style="list-style-type: none"> • <i>The original RFI is attached to this response, for reference.</i> <ol style="list-style-type: none"> 1. The waterline to be raised is a 2-inch, per NWCWD. If, upon excavation, it is discovered that it is a 3-inch, contact Darin Pytlik ASAP. 2. Based on information provided by Connell, and coordination with NWCWD, raise the existing NWCWD waterline in accordance with the following:

REQUEST FOR INFORMATION (RFI) RESPONSE





REQUEST FOR INFORMATION (RFI) RESPONSE

RFI Response

Connell Resources, Inc.
7785 Highland Meadows Parkway Suite 100
Fort Collins, CO 80528
Phone: 970/223-3151
Fax: 970/223-3191
Email: mroberts@connellresources.com



To: Providence Infrastructure Consultants Project: Eaton Pipeline Phase 2 RFI No.: 002
Attn: Darin Pytlik CRI Job No: 2221045 Attachment: Yes

Specifications: 33-05-20 Section: - Page/Paragraph: -

Plan Set Providence Sheet Name/ C-229 Issue/Rev. Date: 10/10/2022
By: Infrastructure Number: Sheet 13
Consultants

Work Phase: 48" Encasement Location: 30" Main Station: 311+74

RFI Request: 002 RFI Request Date: 12/29/2022 Required Reply Date: 01/05/2022
After potholing the north weld county water district 3" watermain at station 311+74, we found the water main to conflict with the proposed 30" watermain at STA 311+74.
We propose that we should raise the 3" watermain over the proposed 48" encasement.
Response Probable Cost Effect: Probable Schedule Effect:
Requested By: Providence Infrastructure Consultants Yes No Unknown Yes No Unknown
RFI Request Distributed To: D. Pytlik and R. Tremble
RFI's submitted by Connell Resources, Inc with attachments do not constitute design, architectural or engineering services.

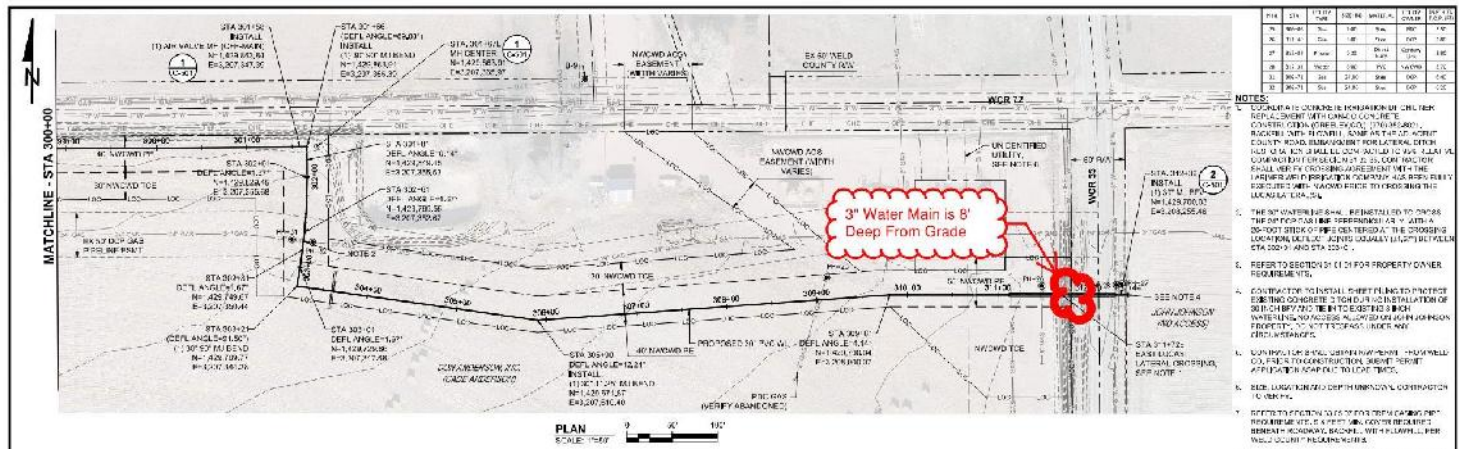
RFI Reply: RFI Reply Date:
Reply Prepared By:
RFI Reply Distributed To:

This RFI Reply is provided as an interpretation of the Contract Documents for implementation. The RFI Reply shall not serve as an authorization for change to the Contract Sum or Contract Time. Should this RFI Reply result in a request for a change in the Contract Sum or Contract Time, Connell Resources, Inc. shall notify the appropriate entity prior to implementation.



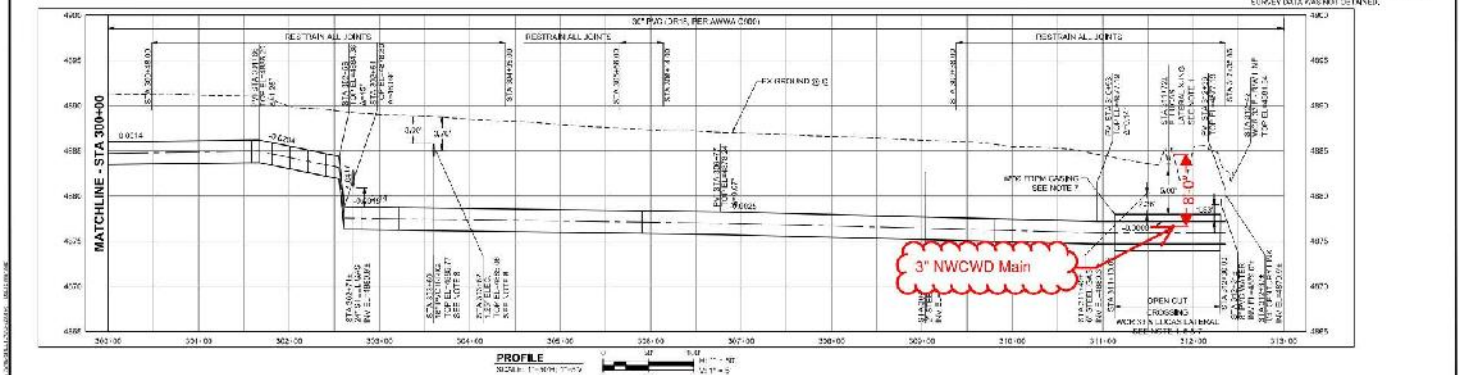
REQUEST FOR INFORMATION (RFI) RESPONSE

RFI Response



PK#	STA	TYPE	SIZE	MATERIAL	DEPTH	APPROX. DATE
1	300+00	3"	12"	CPVC	8'	2022
2	300+00	3"	12"	CPVC	8'	2022
3	300+00	3"	12"	CPVC	8'	2022
4	300+00	3"	12"	CPVC	8'	2022
5	300+00	3"	12"	CPVC	8'	2022
6	300+00	3"	12"	CPVC	8'	2022
7	300+00	3"	12"	CPVC	8'	2022
8	300+00	3"	12"	CPVC	8'	2022
9	300+00	3"	12"	CPVC	8'	2022
10	300+00	3"	12"	CPVC	8'	2022

- NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER MAIN WITH OWNER. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER MAIN WITH OWNER. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER MAIN WITH OWNER.
 2. THE 3" WATER MAIN SHALL BE INSTALLED TO 8' DEPTH. THE CONTRACTOR SHALL VERIFY THE DEPTH OF THE MAIN WITH THE OWNER. THE CONTRACTOR SHALL VERIFY THE DEPTH OF THE MAIN WITH THE OWNER.
 3. REFER TO SECTION 0121 FOR PROPERTY OWNER REQUIREMENTS.
 4. CONTRACTOR TO INSTALL SHEET PILED PROTECTIVE STRUCTURE TO PROTECT EXISTING UTILITY. CONTRACTOR TO INSTALL SHEET PILED PROTECTIVE STRUCTURE TO PROTECT EXISTING UTILITY.
 5. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITY. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITY.
 6. THE LOCATION OF THE EXISTING UTILITY SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE EXISTING UTILITY.



PROVIDENCE INFRASTRUCTURE CONSULTANTS 518 P.O. BOX 312 NORTH WELD, CO. 80461 www.providence-infrastructure.com	ESI NO. 01A FOR CONSTRUCTION 10/10/2022			NORTH WELD DISTRICT WATER DISTRICT EATON PIPELINE PROJECT (PHASE 2)	PLAN AND PROFILE - WATERLINE STA 300+00 TO STA 313+00	PREPARED BY: J. J. JONES CHECKED BY: J. J. JONES APPROVED BY: J. J. JONES DATE: 10/10/2022 SHEET NO. 4-229
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REQUEST FOR INFORMATION (RFI) RESPONSE

NWCWD EATON PIPELINE PROJECT (PHASE 2)	TRIHYDRO PROJECT NO: 0075Q-003-0010, TASK 0008
RFI NO.: 003	
DESCRIPTION: Alignment Adjustment between Sta 257+00 and Sta 273+00	

RFI Information	RFI was reviewed and responded to for clarification and general conformance with the design concept of the Project and the information provided in the Contract Documents. The Contractor is responsible for confirming the correlating dimensions at the job site for tolerance, clearance, quantities, fabrication processes, and means and methods of construction; coordination of the work with other trades; performing the work in a safe and satisfactory manner; and full compliance with the Contract Documents.
Type: <input checked="" type="checkbox"/> Clarification <input type="checkbox"/> Material Substitution <input type="checkbox"/> Value Engineering <input type="checkbox"/> Manufacturing Procedure <input type="checkbox"/> Other Specification Number: N/A Drawing Number: C-225 – C-226 Date Submitted: 12/08/2023 Response Date: 12/14/2023	

RFI Response
<ul style="list-style-type: none"> • <i>The original RFI is attached to this response, for reference.</i> <ol style="list-style-type: none"> 1. Trihydro agrees with the proposed water line alignment adjustment between Sta 257+00 and Sta 273+00 to shift the current alignment located on the south edge of the permanent easement approximately 10-ft. north, per the attached RFI. Please proceed as proposed.

Connell Resources, Inc.
7785 Highland Meadows Pkwy #100
Fort Collins, CO 80528
Phone: 970/223-3151
Fax: 970/223-3191
Email:



Request For Information

To: Project: RFI No.:

Attn: CRI Job Attachment:
No:

Specifications: Section: Page/Paragraph:

Plan Set Sheet Name/ Issue/Rev. Date:
By: Number:

Work Phase: Location: Station:

RFI Request:

RFI Request Date:

Probable Cost Impact: Probable Schedule Impact:

Response

Requested By:

RFI Request Distributed To:

RFI's submitted by Connell Resources, Inc with attachments do not constitute design, architectural or engineering services.

RFI Reply:

RFI Reply Date:

Reply Prepared By:

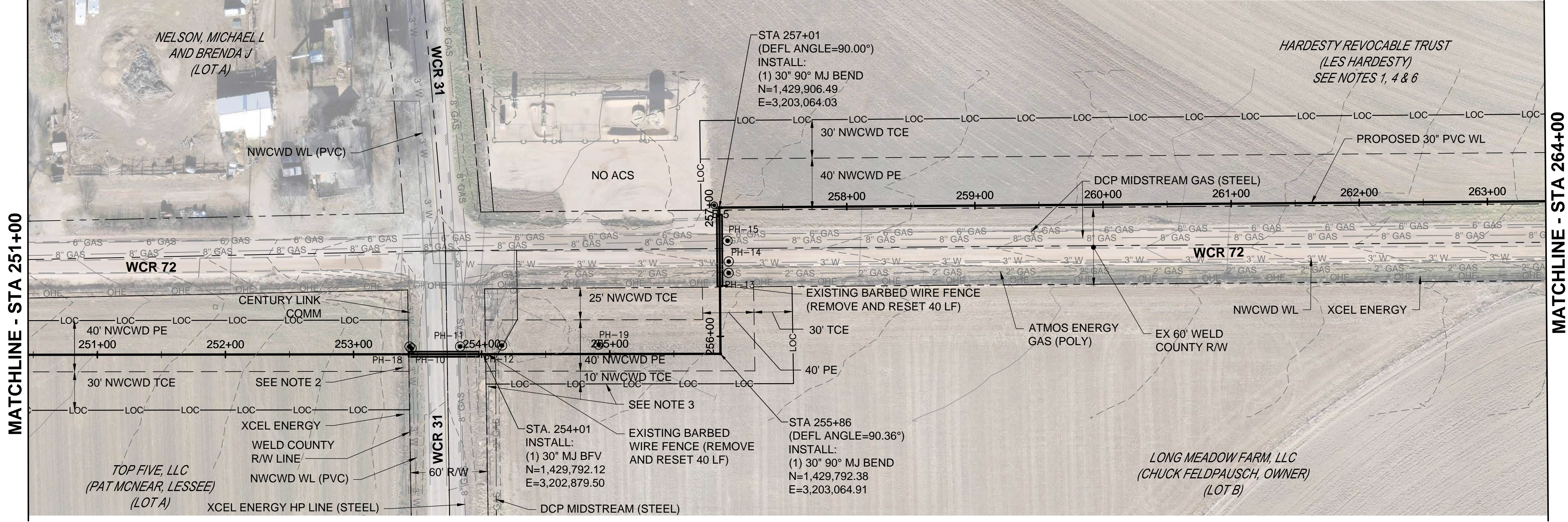
RFI Reply Distributed To:

This RFI Reply is provided as an interpretation of the Contract Documents for implementation. The RFI Reply shall not serve as an authorization for change to the Contract Sum or Contract Time. Should this RFI Reply result in a request for a change in the Contract Sum or Contract Time, Connell Resources, Inc. shall notify the appropriate entity prior to implementation.

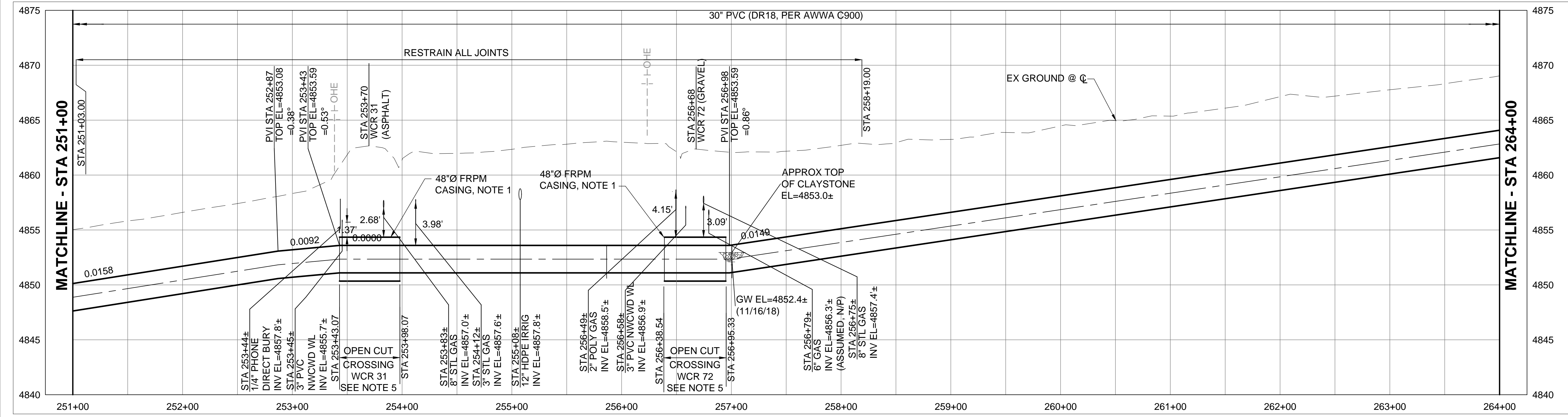
PH #	STA	UTILITY TYPE	SIZE (IN)	MATERIAL	UTILITY OWNER	DEPTH TO T.O.P. (FT)
10	253+45	Water	3.00	Steel	NWCWD	5.25
11	253+83	HP Gas	8.00	Steel	Xcel	4.75
12	254+12	Gas	3.00	Steel	DCP	4.40
13	256+49	Gas	2.00	Steel	Atmos	3.50
14	256+58	Water	3.00	PVC	NWCWD	4.90
15	256+75	Gas	8.00	PVC	DCP	4.20
18	253+44	Phone	0.25	Direct Bury	Century Link	3.10
19	255-08	Irrigation	12.00	Direct Bury	Private	3.70

NOTES:

- REFER TO SECTION 33 05 07 FOR FRPM CASING PIPE REQUIREMENTS. SIX FEET MIN. COVER REQUIRED BENEATH ROADWAY. BACKFILL WITH FLOWFILL, PER WELD COUNTY REQUIREMENTS.
- COORDINATE WITH XCEL ENERGY TO REMOVE/RESET GUY WIRE AND/OR SUPPORT UTILITY POLE AS NECESSARY TO FACILITATE CONSTRUCTION.
- A SPECIFIC FENCING PLAN IS REQUIRED FOR THE LONG MEADOW FARM, LLC PROPERTY; REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
- LANDOWNER REQUIRES TRENCH TO BE "WATER-PACKED," PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVIATED, OR REMOVED.
- CONTRACTOR SHALL OBTAIN R/W PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.
- PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



PLAN
SCALE: 1"=50'

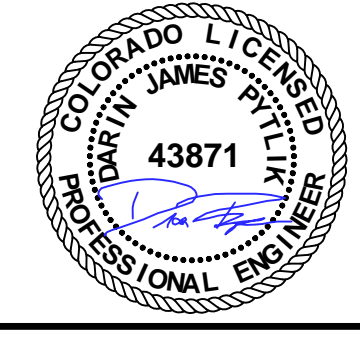
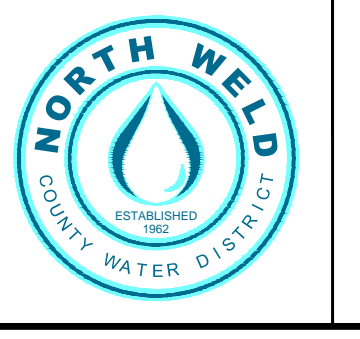


PROFILE
SCALE: 1"=50'H; 1"=5'V

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

**ESI NO. 01A
FOR CONSTRUCTION
10/10/2022**

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY
10/10/22	ESI 01A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTLIK



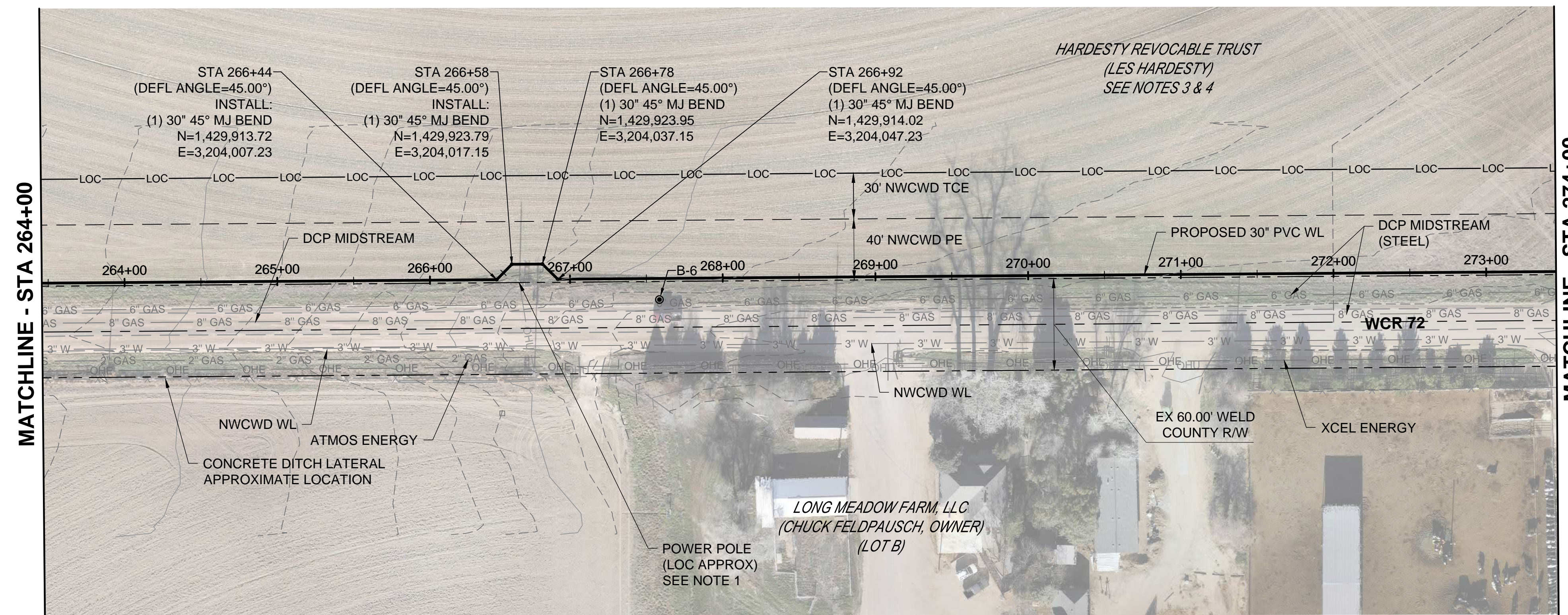
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)**

**PLAN AND PROFILE - WATERLINE
STA 251+00 TO STA 264+00**

PROJECT: 171016.16-141-020
DRAWN BY: R. TURNER
DESIGNER: N. CAMPBELL
APPROVED BY: D. PYTLIK
SHEET: 9 OF 17
DRAWING: C-225

DATE: Oct 17, 2022 1:03pm
DWG: S:\20 Project\171016.16-141-020\PI202 SHEETS\C-C-225.dwg USER: imarimaz

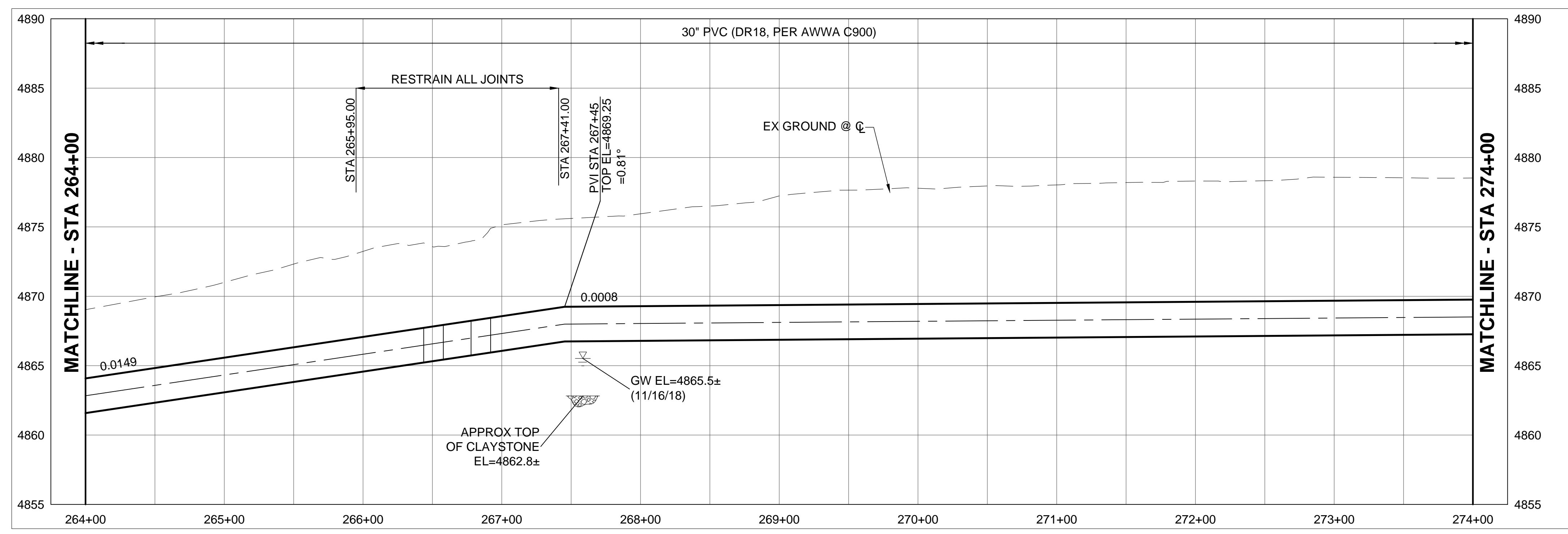


MATCHLINE - STA 274+00

MATCHLINE - STA 264+00

PLAN
SCALE: 1"=50'

- NOTES:**
1. MAINTAIN MINIMUM 12-FT CLEARANCE AROUND POWER POLE. COORDINATE SUPPLEMENTARY SUPPORT WITH POWER COMPANY, AS REQUIRED.
 2. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 3. LANDOWNER REQUIRES TRENCH TO BE "WATER-PACKED," PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVIATED, OR REMOVED.
 4. PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



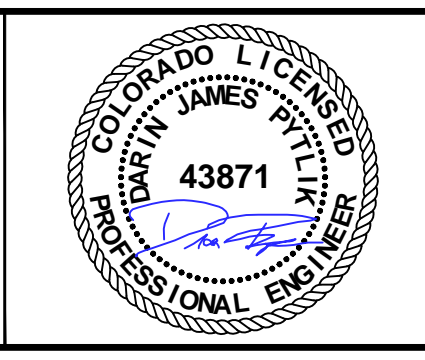
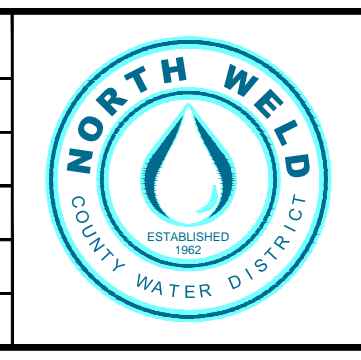
PROFILE
SCALE: 1"=50'H; 1"=5'V

DATE: Oct 17, 2022, 1:03pm
DWS: S:\2020 Projects\171016.16-141-020\Drawings\171016.16-141-020 SHEETS\C-C-226.dwg USER: imarimaz

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

**ESI NO. 01A
FOR CONSTRUCTION
10/10/2022**

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY
10/10/22	ESI 01A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTLIK



VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)**

**PLAN AND PROFILE - WATERLINE
STA 264+00 TO STA 274+00**

PROJECT: 171016.16-141-020
DRAWN BY: R. TURNER
DESIGNER: N. CAMPBELL
APPROVED BY: D. PYTLIK
SHEET: 10 OF 17
DRAWING: C-226



Account # 940003
(9 water, 33 plant investments)

Customer would like to sell 2 of their 9 water allocations back to the District. They have owned the tap since June 2021. They used 7.01 allocations in the 2022 water year, and 6.08 allocations in the 2023 water year. If approved, their account would have 7 water allocations moving forward.

(In September 2023, this customer requested to sell 4 water allocations back to the District, which was placed on the Consent Agenda for the Sep 11, 2023 Board Meeting and subsequently approved. This current request is to sell an additional 2 water allocations back to the District.)

PERMANENT WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this ____ day of _____, 2024, by and between SUE ANN WAAG aka SUE A. WAAG, whose address is 6218 Ridgeview Lane (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

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

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

The GRANTEE shall:

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

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

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

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

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

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

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

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

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

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and

recorded in the real property records of Larimer County, Colorado.

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Sue Ann Waag aka Sue A. Waag

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Sue Ann Waag aka Sue A. Waag as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, being part of Lot 1, Waag M.L.D. No. 03-S2074, recorded May 20, 2003 as Reception No. 2003-0061783 of the records of the Larimer County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 12 and assuming the South line of Northwest Quarter (NW1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38348, 2017" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the East end, as bearing North 89°41'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2641.11 feet, with all other bearings contained herein relative thereto;

THENCE North 89°41'53" East along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 35.00 feet to the East Right-of-way line of Larimer County Road 3 in the Southwest Quarter (SW1/4) of said Section 12, said East Right-of-way line in the Southwest Quarter (SW1/4) of said Section 12 being Thirty-five (35) feet, as measured at a right angle, East of and parallel with the West line of the Southwest Quarter (SW1/4) of said Section 12; THENCE continuing North 89°41'53" East along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 15.00 feet to the East Right-of-way line of Larimer County Road 3 in the Northwest Quarter (NW1/4) of said Section 12, said East Right-of-way line in the Northwest Quarter (NW1/4) of said Section 12 being Fifty (50) feet, as measured at a right angle, East of and parallel with the West line of the Northwest Quarter (NW1/4) of said Section 12 (See said Waag M.L.D. No. 03-S2074), said point being the **POINT OF BEGINNING**;

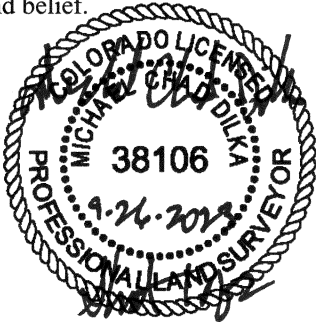
THENCE North 00°05'33" West along said East Right-of-way line in the Northwest Quarter (NW1/4) of said Section 12 a distance of 24.95 feet;
THENCE North 89°45'37" East a distance of 614.95 feet to the Easterly line of said Lot 1, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of said curve, which is concave to the Northeast, also being along the Easterly line of said Lot 1, a distance of 54.69 feet to the South line of Northwest Quarter (NW1/4) of said Section 12, said curve having a radius of 1450.00 feet, a central angle of 02°09'40" and a long chord bearing South 63°56'50" East a distance of 54.69 feet;
THENCE South 89°41'53" West along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 664.05 feet to the **POINT OF BEGINNING**.

Note that the monument at the Center Quarter (C1/4) corner of said Section 12 shown on the plat of said Waag M.L.D. No. 03-S2074 is in a different location than the monument mentioned in this description. See ALTA survey plat.

Said described strip of land contains 15,722 sq. ft. or 0.361 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

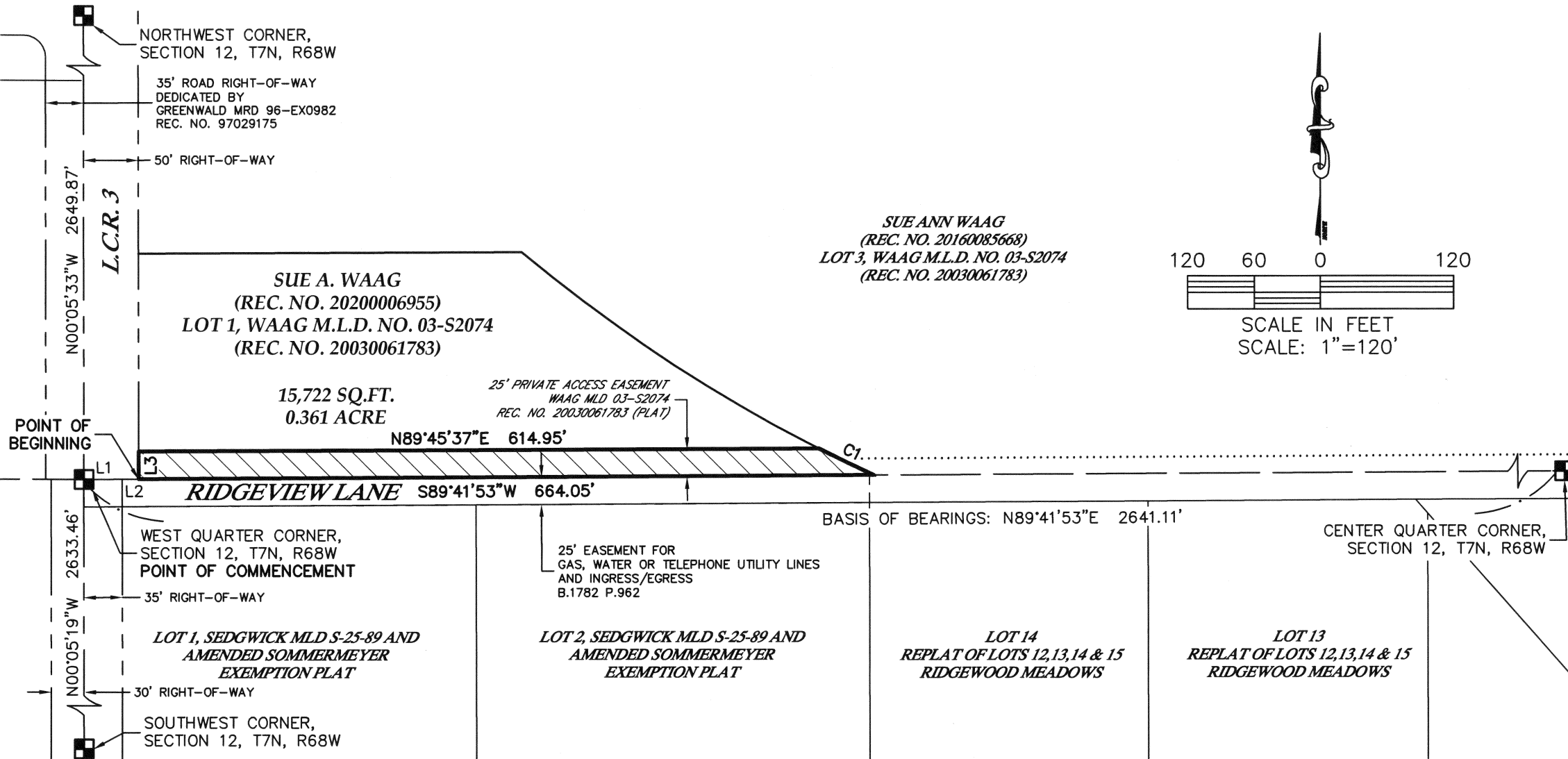
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

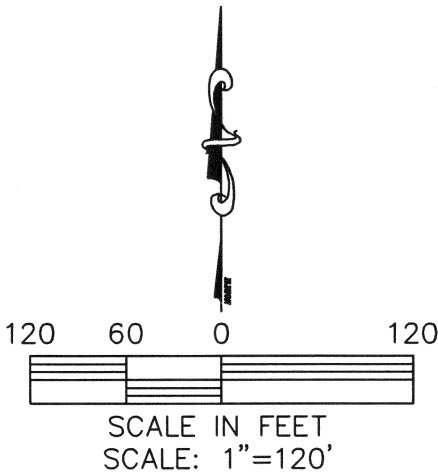


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 9/26/2023
 CLIENT: NWCWD
 DWG: ESMT-WAAG-PE-R3-LOT 1
 DRAWN: SMF CHECKED: MCD



SUE ANN WAAG
 (REC. NO. 20160085668)
 LOT 3, WAAG M.L.D. NO. 03-S2074
 (REC. NO. 20030061783)



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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°41'53"E	35.00'
L2	N89°41'53"E	15.00'
L3	S00°05'33"E	24.95'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	54.69'	1450.00'	2°09'40"	54.69'	S63°56'50"E

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

PERMANENT WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this ____ day of _____, 2024, by and between SUE ANN WAAG aka SUE A. WAAG, whose address is 6218 Ridgeview Lane (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

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

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

The GRANTEE shall:

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

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

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

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

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

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

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

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

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

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and

recorded in the real property records of Larimer County, Colorado.

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Sue Ann Waag aka Sue A. Waag

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Sue Ann Waag aka Sue A. Waag as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

A strip of land, being part of Lot 3, Waag M.L.D. No. 03-S2074, recorded May 20, 2003 as Reception No. 2003-0061783 of the records of the Larimer County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 12 and assuming the South line of Northwest Quarter (NW1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38348, 2017" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the East end, as bearing North 89°41'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2641.11 feet, with all other bearings contained herein relative thereto;

THENCE North 89°41'53" East along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 714.05 feet to the Easterly line of Lot 1, said Waag M.L.D. No. 03-S2074, said point being the **POINT OF BEGINNING**, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, also being along the Easterly line of said Lot 1, a distance of 34.28 feet to a point being Fifteen (15) feet, as measured at a right angle, North of the South line of Northwest Quarter (NW1/4) of said Section 12, said curve having a radius of 1450.00 feet, a central angle of 01°21'16" and a long chord bearing North 64°21'02" West a distance of 34.28 feet;

THENCE North 89°41'53" East along a line being Fifteen (15) feet, as measured at a right angle, North of and parallel with the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 1210.91 feet;

THENCE North 45°00'00" East a distance of 89.40 feet;

THENCE North 89°45'37" East a distance of 683.58 feet to the East line of Northwest Quarter (NW1/4) of said Section 12;

THENCE South 00°11'19" East along the East line of Northwest Quarter (NW1/4) of said Section 12 a distance of 77.14 feet to the Center Quarter (C1/4) corner of said Section 12;

THENCE South 89°41'53" West along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 17.84 feet;

THENCE North 45°14'23" West a distance of 52.55 feet;

THENCE South 89°45'37" West a distance of 597.83 feet;

THENCE South 45°00'00" West a distance of 39.32 feet to the Northerly extension of the East line of Lot 1, Ridgewood Meadows, Second Filing, recorded November 2, 1977 as Reception No. 220356 of the records of the Larimer County Clerk and Recorder;

THENCE South 00°16'04" East a long said Northerly extension a distance of 10.19 feet to the South line of Northwest Quarter (NW1/4) of said Section 12;

THENCE South 89°41'53" West along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 1246.32 feet to the **POINT OF BEGINNING**.

Note that the monument at the Center Quarter (C1/4) corner of said Section 12 shown on the plat of said Waag M.L.D. No. 03-S2074 is in a different location than the monument mentioned in this description. See ALTA survey plat.

Said described strip of land contains 50,070 sq. ft. or 1.149 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

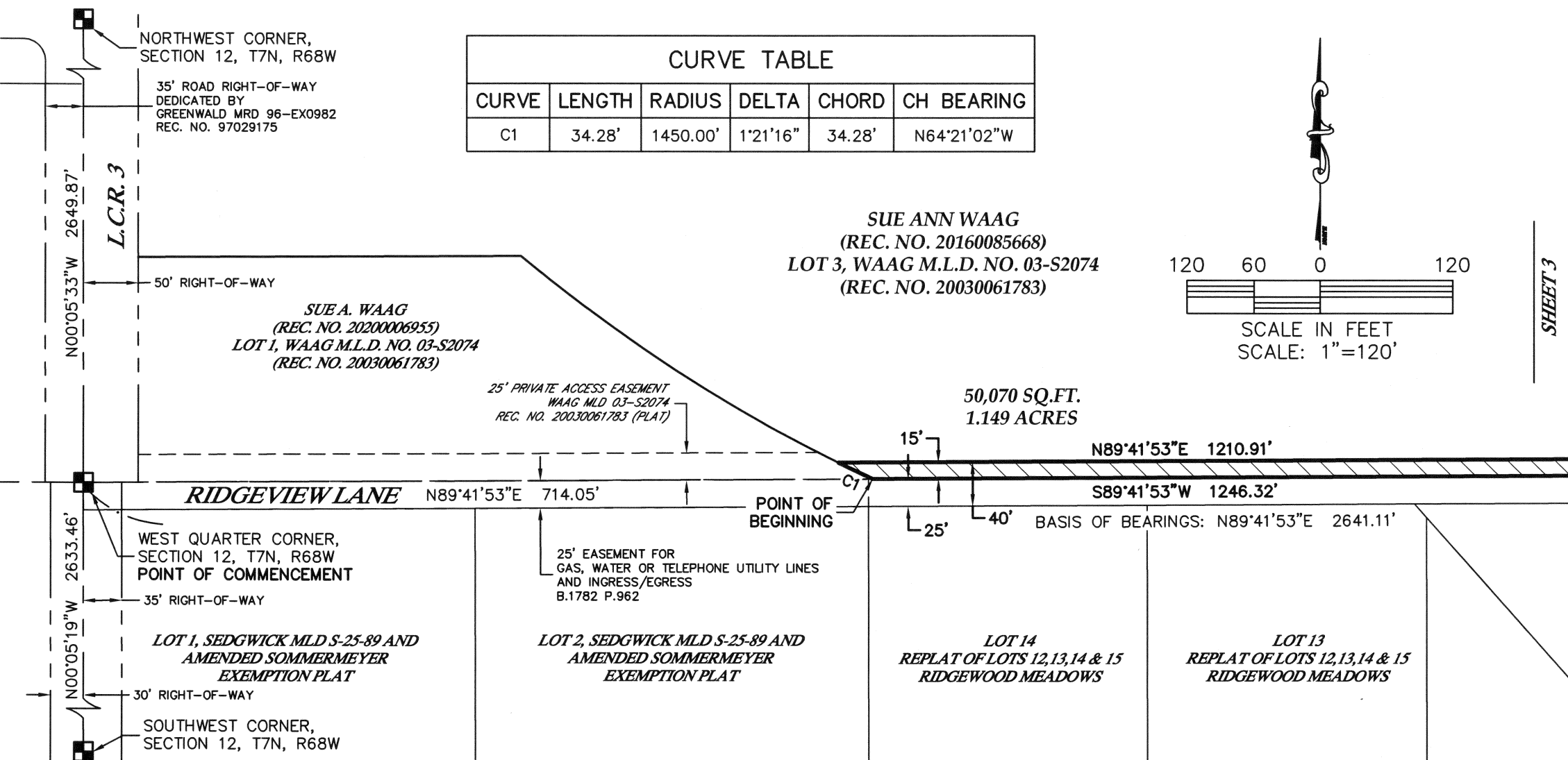
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO: 202000030
 DATE: 9/26/2023
 CLIENT: NWCWD
 DWG: ESMT-WAAG-PE-R3-LOT 3
 DRAWN: SMF CHECKED: MCD



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

PROPERTY DEPICTION
EXHIBIT A (2 of 3)
 LOT 3, WAAG M.L.D. NW1/4 SEC. 12, T7N, R68W

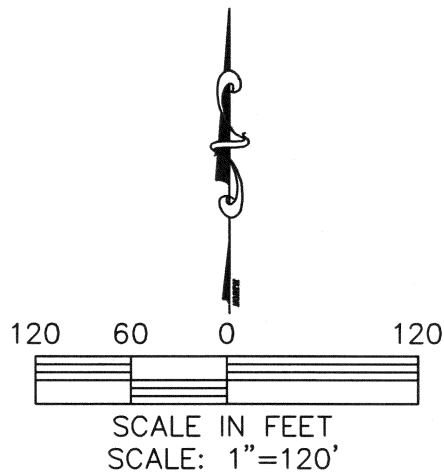
SHEET 3



KING SURVEYORS
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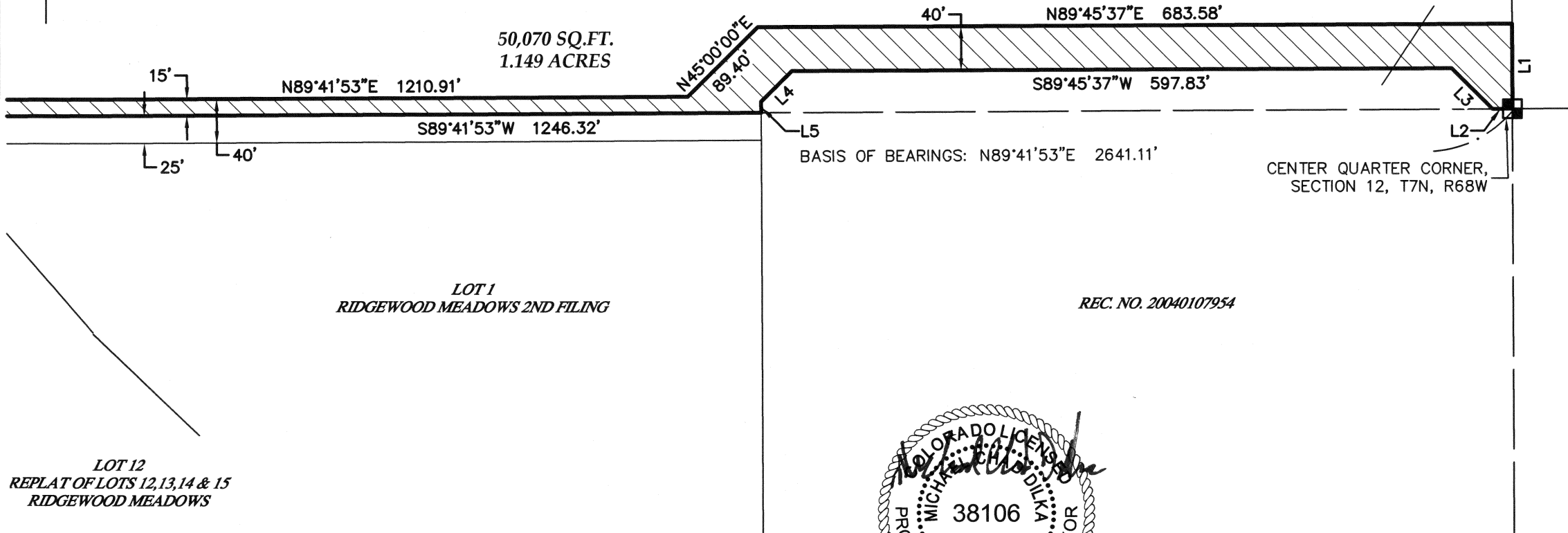
PROJECT NO: 20200030
 DATE: 9/26/2023
 CLIENT: NWCWD
 DWG: ESMT-WAAG-PE-R3-LOT 3
 DRAWN: SMF CHECKED: MCD

SHEET 2



SUE ANN WAAG
 (REC. NO. 20160085668)
 LOT 3, WAAG M.L.D. NO. 03-S2074
 (REC. NO. 20030061783)

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



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

PROPERTY DEPICTION

EXHIBIT A (3 of 3)

LOT 3, WAAG M.L.D.
 NW1/4 SEC. 12, T7N, R68W

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

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this _____ day of _____, 2024, by and between SUE ANN WAAG aka SUE A. WAAG, whose address is 6218 Ridgeview Lane (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a temporary construction easement on, under and across the property described and depicted on Exhibit A (Property Description and Exhibit Map) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado (“Easement”); for the purposes of :

1. Surveying, locating, installing and constructing a buried water pipeline on lands adjacent to the Easement, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Easement that might interfere with GRANTEE’S activities on the Property; and
3. Access for purposes of surveying, locating, installing and constructing a buried water pipeline across property owned by the GRANTOR that is contiguous to the Easement with the GRANTOR’S consent, which consent shall not be unreasonably withheld.

Temporary Construction Easement shall begin on the first day construction activities for the water pipeline within the Easement begins. The Temporary Construction Easement ends on the last day construction activities for the water pipeline within the Easement occur, but no later than one (1) year after the first day construction activities for the water pipeline within the Easement begin.

During the term of this Temporary Construction Easement GRANTOR shall not place,

erect, install or permit any above or below ground building, structure or other obstruction on the Easement that may interfere with the GRANTEE'S activities on the Property hereunder.

The GRANTEE shall:

4. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
5. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to GRANTEE'S activities on the Easement;
6. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement;

GRANTOR warrants and will forever defend the title to the Easement property. The easements and covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Sue Ann Waag aka Sue A. Waag

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Sue Ann Waag aka Sue A. Waag as Grantor.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

Three (3) parcels of land, being part of Lot 3, Waag M.L.D. No. 03-S2074, recorded May 20, 2003 as Reception No. 2003-0061783 of the records of the Larimer County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

Parcel 1

COMMENCING at the West Quarter (W1/4) corner of said Section 12 and assuming the South line of Northwest Quarter (NW1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38348, 2017" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the East end, as bearing North 89°41'53" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2641.11 feet, with all other bearings contained herein relative thereto;

THENCE North 89°41'53" East along the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 50.00 feet to the East Right-of-way line of Larimer County Road 3, said East Right-of-way being Fifty (50) feet, as measured at a right angle, East of and parallel with the West line of the Northwest Quarter (NW1/4) of said Section 12 (See said Waag M.L.D. No. 03-S2074);

THENCE North 00°05'33" West along said East Right-of-way line a distance of 24.95 feet;

THENCE North 89°45'37" East a distance of 614.95 feet to the Easterly line of Lot 1, said Waag M.L.D. No. 03-S2074, said point being the **POINT OF BEGINNING**;

THENCE North 44°45'30" East a distance of 42.43 feet;

THENCE North 89°45'37" East a distance of 418.83 feet;

THENCE South 00°14'23" East a distance of 28.00 feet;

THENCE North 89°45'37" East a distance of 96.00 feet;

THENCE North 00°14'23" West a distance of 28.00 feet;

THENCE North 89°45'37" East a distance of 722.54 feet, said point hereinafter referred to as Point "A;"

THENCE South 45°00'00" West a distance of 53.89 feet to a point being Fifteen (15) feet, as measured at a right angle, North of the South line of Northwest Quarter (NW1/4) of said Section 12;

THENCE South 89°41'53" West along a line being Fifteen (15) feet, as measured at a right angle, North of and parallel with the South line of Northwest Quarter (NW1/4) of said Section 12 a distance of 1210.91 feet to the Easterly line of said Lot 1, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, also being along the Easterly line of said Lot 1, a distance of 20.42 feet to the **POINT OF BEGINNING**, said curve having a radius of 1450.00 feet, a central angle of 00°48'24" and a long chord bearing North 63°16'12" West a distance of 20.42 feet.

Said described parcel of land contains 44,963 sq. ft. or 1.032 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.



EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

Parcel 2

COMMENCING at said Point "A;"

THENCE North 45°00'00" East a distance of 35.50 feet to the **POINT OF BEGINNING**;

THENCE North 56°19'39" East a distance of 145.20 feet;

THENCE North 89°45'37" East a distance of 251.24 feet;

THENCE South 00°14'23" East a distance of 80.00 feet, said point hereinafter referred to as Point "B;"

THENCE South 89°45'37" West a distance of 372.42 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 24,946 sq. ft. or 0.573 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Parcel 3

COMMENCING at said Point "B;"

THENCE North 89°45'37" East a distance of 86.57 feet to the **POINT OF BEGINNING**;

THENCE North 59°45'37" East a distance of 65.44 feet;

THENCE North 14°45'37" East a distance of 48.95 feet;

THENCE North 89°45'37" East a distance of 155.33 feet to the East line of Northwest Quarter (NW1/4) of said Section 12;

THENCE South 00°11'19" East along the East line of Northwest Quarter (NW1/4) of said Section 12 a distance of 80.00 feet;

THENCE South 89°45'37" West a distance of 224.60 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,064 sq. ft. or 0.323 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

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



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

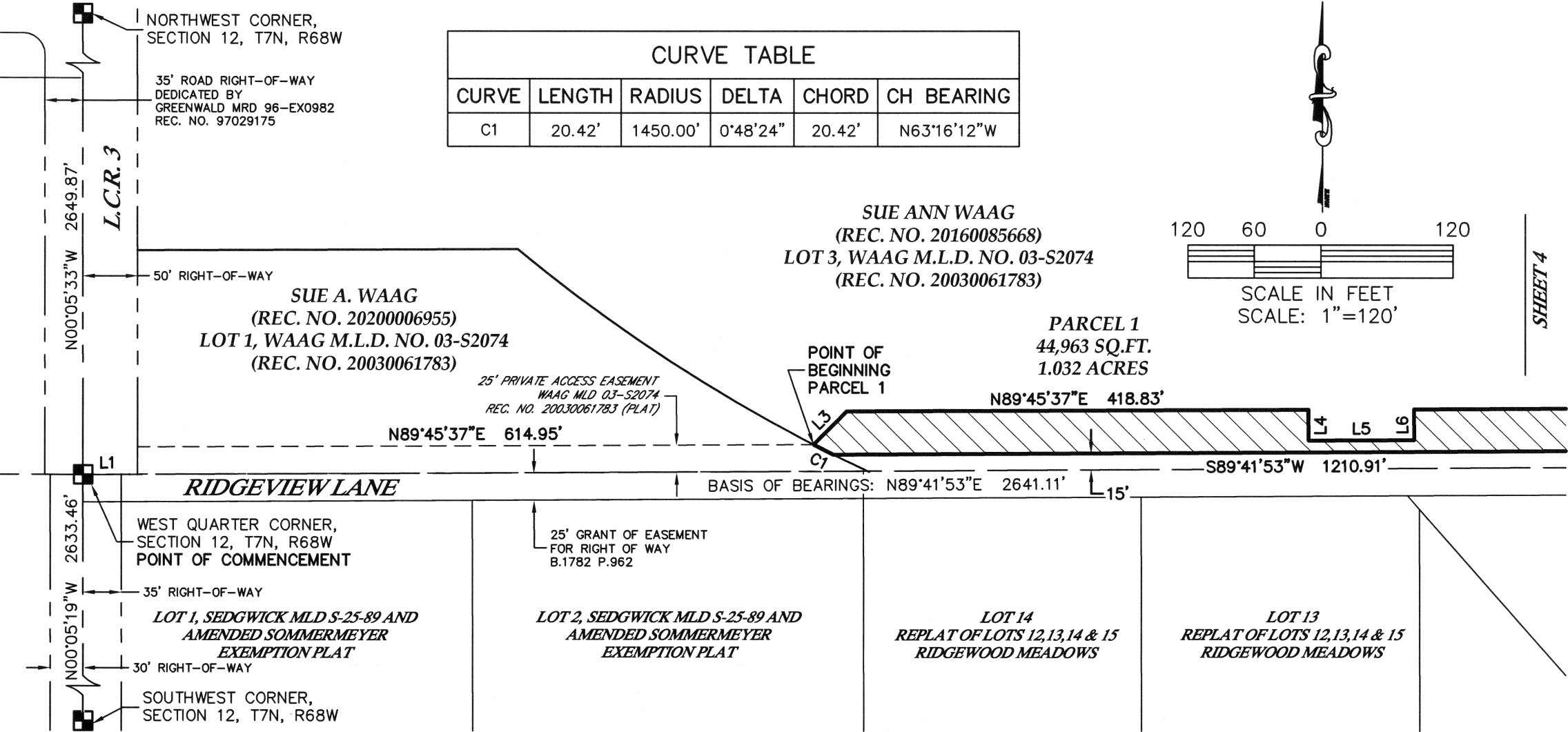
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

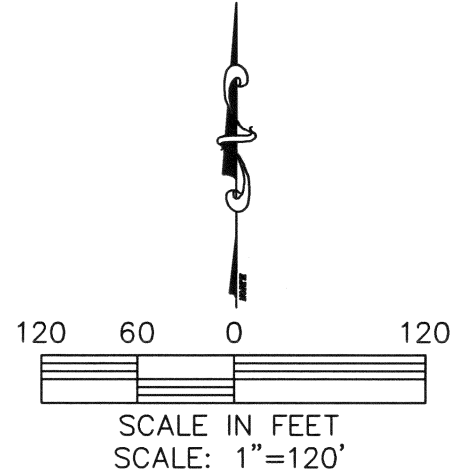


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PROJECT NO: 20200030
 DATE: 9/18/2023
 CLIENT: NWCWD
 DWG: ESMT-WAAG-TCE-R1
 DRAWN: SMF CHECKED: MCD



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	20.42'	1450.00'	0°48'24"	20.42'	N63°16'12"W



SHEET 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°41'53"E	50.00'
L3	N44°45'30"E	42.43'
L4	S00°14'23"E	28.00'
L5	N89°45'37"E	96.00'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N00°14'23"W	28.00'
L7	S45°00'00"W	53.89'
L8	N45°00'00"E	35.50'
L9	S00°14'23"E	80.00'

LINE TABLE		
LINE	BEARING	LENGTH
L10	N89°45'37"E	86.57'
L11	N59°45'37"E	65.44'
L12	N14°45'37"E	48.95'



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

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

PROPERTY DEPICTION

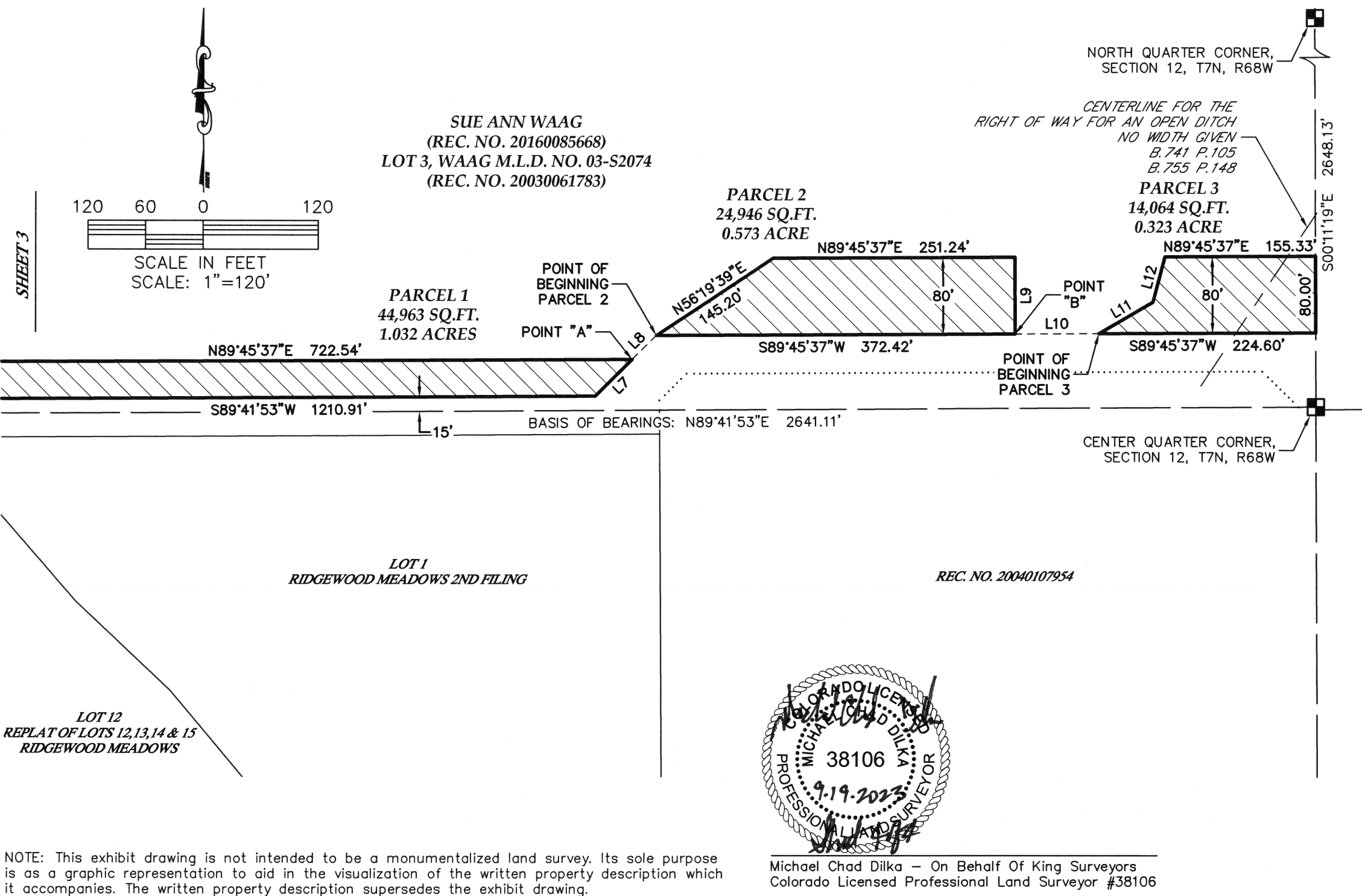
EXHIBIT A (3 of 4)

NW1/4 SEC. 12, T7N, R68W

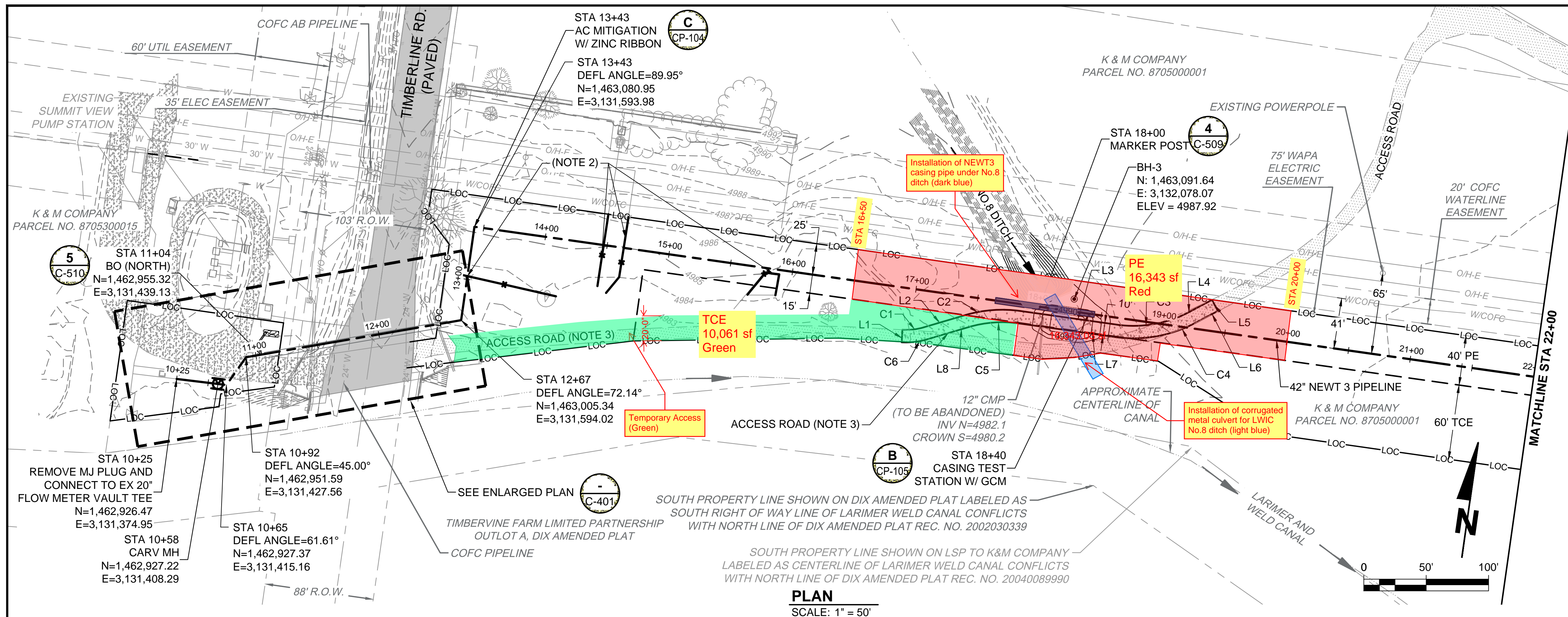


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 DRAWN: SMF CHECKED: MCD

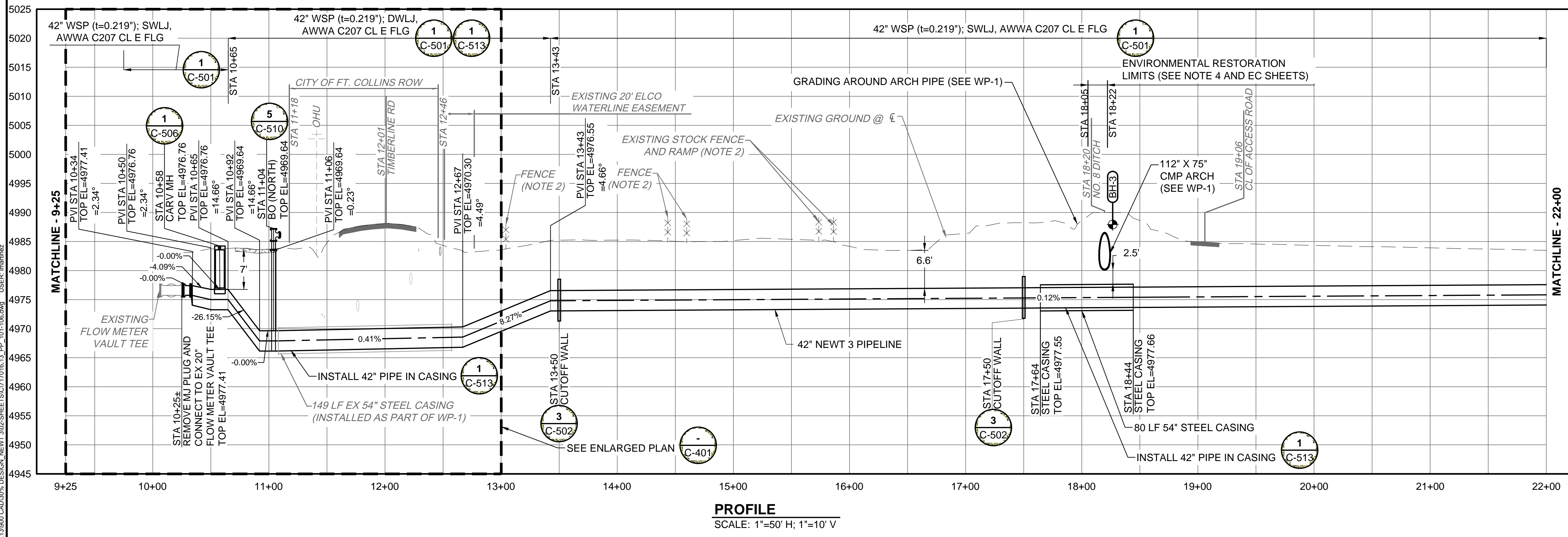


Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

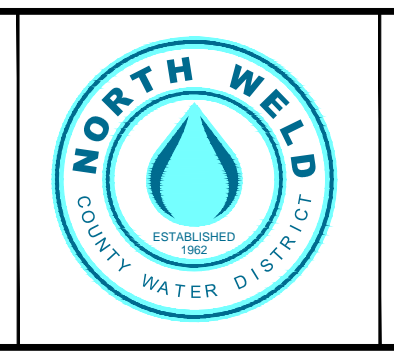


ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C1	019°41'58"	50.00'	17.19'	019°41'58"
C2	024°26'56"	105.00'	44.80'	024°26'56"
C3	035°55'33"	95.00'	59.57'	035°55'33"
C4	035°55'33"	105.00'	65.84'	035°55'33"
C5	024°26'56"	95.00'	40.54'	024°26'56"
C6	019°41'58"	60.00'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

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

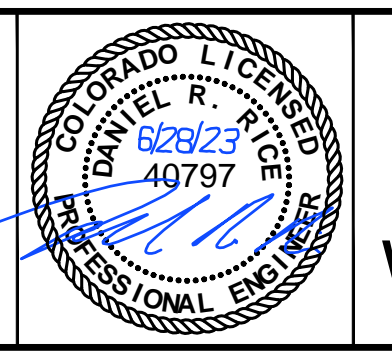


PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO 80129
 (303) 997-5035
 www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

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

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

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT FOR POSSESSION AND USE (“Agreement”) is entered into this ____ day of _____, 2024, by and between K & M COMPANY, LLLP, a Colorado limited liability limited partnership (“Owner”), which has an address for purposes of this Agreement of _____; EAST LARIMER COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, CO 80524; and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 32825 County Road 39, Lucerne, CO 80646 (jointly, “Districts”).

RECITALS

- A. The Districts intend to construct a waterline for the NEWT III Water Pipeline Project (“Project”). A portion of the water line will run over, under, on and across certain property of Owner described as within the NE 1/4 and SE 1/4 of Section 5, Township 7 North, Range 68 West of the 6th P.M., as further described in Exhibit A (“Property”). Exhibit A is attached hereto and incorporated herein by reference.
- B. In connection with the construction of the Project, the Districts desire to acquire from Owner a permanent easement, described and depicted on Exhibit B and a temporary construction easement described and depicted on Exhibit C (jointly, “Easements”) over, under, on and across the portions of the Property that are encumbered by the Easements (jointly, “Easement Areas”). Exhibit B and Exhibit C are attached hereto and incorporated herein by reference. The Districts filed a Petition in Condemnation seeking to acquire the Easements in Larimer County District Court at case number 2023CV30659 (“Lawsuit”). The Districts are currently seeking possession of the Easement Areas in the Lawsuit.
- C. As a preliminary matter, Owner has agreed to grant the Districts possession of a limited subsection of the Easement Areas as depicted in Exhibit D (“Limited Easement Areas”) in accordance with the terms of this Agreement, which shall have the same effect as an order for immediate possession of the Limited Easement Areas entered by a court pursuant to § 38-1-105(6), C.R.S., and shall entitle the Districts to all rights that the Districts would have under such an order for immediate possession for the Limited Easement Areas, subject only to the terms of this Agreement. Exhibit D is attached hereto and incorporated herein by reference.

AGREEMENT

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

1. Possession. Upon tender of the payment of the Deposit provided in paragraph 2 below, Owner hereby grants the Districts and their contractors, agents, servants, employees and all other persons acting at the request of the Districts, the right to enter upon and take and retain possession of the Limited Easement Areas to install, lay, construct, relocate, alter, replace, repair, inspect, maintain, remove and operate a water pipeline and all appurtenances thereto, and for all purposes necessary and incidental thereto subject to the following requirements:
 - 1.1. The right to possess and use the portion of the Property that will be encumbered by the temporary construction easement described and depicted on Exhibit D, shall terminate 120 days after completion of the portion of the Project that crosses over the Limited Easement Areas, but in no event later than 1 year after the execution of this Agreement, or such later time as the parties may mutually agree.

- 1.2. Prior to the termination of the temporary construction easement, the Districts, at their sole cost and expense, shall restore the surface of the Limited Easement Areas to a condition that is at least equal to the condition that existed prior to any disturbance by the Districts.

2. Possession and Use of Limited Easement Areas Granted by this Agreement. The Districts shall pay to Owner a single and collective payment in the total amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (“Deposit”). The Deposit is not linked to any agreed-upon value of the Limited Easement Areas. The Parties reserve all rights to assert their respective positions regarding the valuation of the Limited Easement Areas and the Easement Areas in the Lawsuit. Notwithstanding, the Parties have agreed that the Deposit shall be deemed a sufficient sum that the Districts would be required to pay into the court registry if a court had awarded the Districts immediate possession of the Limited Easement Areas under C.R.S. § 38-1-105(6). Owner’s receipt of the Deposit shall be deemed equivalent to Owner’s withdrawal of the full amount of the Deposit from the court registry as provided in C.R.S. § 38-1-105(6)(b), and shall also be applied as a credit against the payment of the amount of total compensation that the Districts are required to pay for the Easements, either by a negotiated settlement for the purchase of the Easements or an award as determined in the Lawsuit.

3. Valuation Dates. The date of value to determine the amount of compensation required to be paid by the Districts for the acquisition of the Limited Easement Areas, including damages and benefits, if any, shall be the date that the Districts deliver to Owner the Deposit.

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

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

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

Owner: K&M Company, LLLP

Attn: _____

With a copy to:

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

North Weld County Water District
Attn: Eric Reckentine
32825 CR 39, P.O. Box 56
Lucerne, CO 80646

With copies to:

Jamie N. Cotter, Esq.
Spencer Fane LLP
1600 Lincoln Street, Suite 2000
Denver, Colorado 80203

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

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

7. Governing Law/Venue. This Agreement shall be governed by, and its terms construed under, the laws of Colorado. The parties agree that venue for any legal or other proceeding arising out of or relating to this Agreement, including enforcing any terms of this Agreement, shall be in Larimer County, Colorado.
8. Default. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that any party fails to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party claims another party is in default of this Agreement, such party shall provide written notice to the other party specifying such default and allowing a period of ten (10) days within which to cure said default. In the event the default is not timely cured, the party not in default may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.
9. Attorney Fees and Costs. In the event any party defaults in any of its covenants or obligations provided in this Agreement, and a party not in default commences a civil action, the court shall award to the prevailing party, in addition to any damages or equitable relief, all reasonable expenses of said litigation, including a reasonable sum for attorney fees.
10. Counterpart Signatures. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties to this Agreement, on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. In addition, this Agreement may be executed initially by facsimile counterpart copies, and upon receipt of the same, shall be deemed legally enforceable. Thereafter, original signatures shall be obtained and substituted for facsimiles.

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

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

[signature pages follow]

OWNER:

K&M COMPANY, LLLP, a Colorado limited liability limited partnership

By: _____
_____, _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of _____, 2024, by _____ as _____ of K&M COMPANY, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires:

Notary Public

DISTRICTS:

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

By: _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of _____, 2024, by Loren Maxey as
President of EAST LARIMER COUNTY WATER DISTRICT, a Political Subdivision of the State of
Colorado.

WITNESS my hand and official seal.

My commission expires:

Notary Public

OWNER:

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

By: _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ___ day of _____, 2024, by Tad Stout as President of NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires:

Notary Public

WATER LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2024 (the “Effective Date”), by and between the North Weld County Water District, (“District” or “Lessor”) and Cook Brothers Land, LLC, a Colorado limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor owns one (1) share of the Water Supply and Storage Company (the “Company”) represented by Stock Certificate No 6789 (1 share) (the “Share”); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 100 acres of the farm identified as the Cook Brothers Land, LLC farm in Eaton, Weld County (the “Cook Brothers Land (Farm)”); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2024. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the “Water”. The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2024.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Cook Brothers Land (Farm).
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2024, which amount is equal to \$3,400.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date,

Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream

flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Cook Brothers Land Farm, then Lessee may assign this Agreement to the purchaser of the Cook Brothers Land Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water to irrigation of the Cook Brothers Land

Farm. An assignment of this Agreement to the purchaser of the Cook Brothers Land Farm will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Cook Brothers Land Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Cook Brothers Land Farm, c) signed by both Lessee and the purchaser of the Cook Brothers Land Farm, d) accompanied by a copy of the deed transferring the Cook Brothers Land Farm from Lessee to the purchaser of the Cook Brothers Land Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor bears No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Lessor: North Weld County Water District
P.O. Box 56
Lucerne, CO 80646

To Lessee: Cook Brothers Land, LLC
Attn: Brad Cook, Manager
321 Willow Avenue
Eaton, CO 8015

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.
26. **No Construction Against Drafter.** This Agreement was drafted by Lessor with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COOK BROTHERS LAND, LLC

By: Brad Cook, Manager

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

WATER LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2024 (the “Effective Date”), by and between the North Weld County Water District, (“District” or “Lessor”) and Longs Peak Dairy, LLC, a Colorado limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor owns two and three quarters (2.75) shares of the Water Supply and Storage Company (the “Company”) represented by Stock Certificate Nos. 6850 (1 share), 6836 (1 share), 6737 (0.75 shares) (the “Shares”); and

WHEREAS, Lessee desires to use water attributable to the Shares for irrigation of 175 acres of land identified as the Longs Peak Dairy, LLC farm located off of County Road 39 in Pierce, Weld County (“Farm”); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Shares from the Effective Date through, and including, November 15, 2024. The Shares and the water attributable to the Shares being leased hereunder is hereinafter also referred to as the “Water”. The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2024.
3. **Lease of Water**. Lessee agrees to use the Water solely for agricultural irrigation on the Farm.
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during the term of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Shares for 2024, which amount is equal to \$9,350.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such

invoice has been issued. If Lessee does not make the required payment by the due date, Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred**. Except as otherwise provided in this Agreement, the Parties acknowledge that the Shares leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Shares upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Shares or any other water or water rights.
9. **Effective Date**. This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties**. This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment**. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement**. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure**. Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law

or administrative practice concerning water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Shares that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Farm, then Lessee may assign this Agreement to the purchaser of the Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water

To Lessee: Longs Peak Dairy, LLC
Attn: Wade Podtburg, Manager
45490 Weld County Rd. 39
Pierce, CO 80615

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.
26. **No Construction Against Drafter.** This Agreement was drafted by Lessor with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LONGS PEAK DAIRY, LLC

By: Wade Podtburg, Manager

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

PURCHASE ORDER

This Purchase Order ("PO") is made and entered into on January 15th, 2023 ("Effective Date") by and between by and between Timber Line Electric and Control Corp., a Colorado corporation ("TLECC"), and North Weld County Water District, at 32825 Weld County Rd 39, PO Box 56, Lucerne CO 80646 ("Client"), and incorporates the terms and conditions of that certain Master Services Agreement – Managed Cyber Security Solutions ("Agreement") by and between the parties dated January Dec 6 2023. In the event of a conflict between the terms of the Agreement and this PO, the terms of Agreement shall control.

1. Term. The term of this PO shall commence on the Effective Date of Jan 1, 2024 and this PO and shall expire on Dec 31, 2024 unless terminated sooner pursuant to the terms set forth herein or in the Agreement.

2. Objectives. The key objectives for this PO are:
To delineate the authorized representatives, ways to contact Timber Line, services provided by Timber Line, and customer responsibilities:

3. Authorized Representatives. The parties hereby appoint the following individuals as the party's authorized representative, each of whom will be the party's primary point of contact:

TLECC Representative

Name: Chris Jeffries

Main phone number: 303-697-0440

Email: Chris@tlecc.net

Client Representative

Name: _____

Phone: _____

Email: _____

4. TLECC Responsibilities.

To provide timely, accurate, and informative support services for the Client's firewalls, switches, end points, high-availability configurations, and virtual machine configurations. This will include threat updates, software updates, hardware alerts, periodic maintenance, and priority technical support. Logs or reports of firewall maintenance are available upon request or via the customer ticketing system.

5. Client Responsibilities.

To allow Timber Line timely and reliable remote access to the system, to perform upgrades or maintenance requested by Timber Line in a timely fashion, and to provide a point of contact within the client's organization. This point of contact needs to inform Timber Line any time

maintenance is done to the network which includes items such as changes to IP address, changes to internet provider, changes to computer hardware or data-vault hardware. Client shall also provide to all its staff members repeated cyber-security and human firewall training on how to avoid phishing attempts, avoid password pirating, and avoid introductions of malware. Client shall also enforce a policy of no internet usage from the SCADA computer except for remote support from Timber Line.

6. Product and Services / Payment. The products and Services ordered by Client and to be delivered by TLECC are set forth below. Unless otherwise agreed to by the parties, Client shall pay TLECC all invoiced amounts in connection with this PO within thirty (30) days from the invoice date. The cost for the following support services from TLECC and 3rd party support services from Fortinet for software updates, threat assessment, bundling/downloads of threat assessment, and monitoring of firewalls: **\$3,865 renewal starting in Jan 1 2025.** The current year of support (2024) is included in your original PO for the firewalls.

Manufacturer	Part #	Quantity	Unit Price	Schedule
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Description of Services

Core Elements	Description
Server Monitoring	Monitoring the customer’s servers for any issues that may arise to ensure optimum performance.
Whitelisting	Firewall and software patches will be tested in a development environment to ensure compatibility and prevent downtime during production patching. Threat Analysis will be done by 3 rd party security research resources to determine the risk factor of updates.
Scheduled Maintenance	Software patching done in accordance with the whitelisting policy to ensure systems are as up-to-date as possible without breaking compatibility
Patch Management	Monitoring and management of patch levels; ensuring firewalls, switches and servers are kept up to date.
Application Monitoring	Monitoring customers’ remote access availability, application software, and Remote Desktop Services.
Performance Reporting	Annual meetings upon customer request to review logs, overall network health, and strategic IT planning with customer.
Covered Equipment	Equipment Description

At office	TWO FortiGate 60F Serial# FG Running in as a redundant pair serial numbers FTG60FTK2109A0BZ FTG60FTK2109A0BE
At Office: 24 Port Managed Switch	Managed FortiSwitch 224E Serial# Running in as Standalone
At office	One end-point device (SCADA computer) connected to internet.

7. Amendment; Termination. Subject to Section 2 of the Agreement, the parties may by mutual agreement amend this PO by executing a modification to this PO, which should be attached to this PO; provided, however, failure to attach a mutually executed modification shall not affect the validity of such modification. Either party may terminate this PO in accordance with the terms and conditions set forth in Section 7 of the Agreement.

8. Additional Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Order effective as of the date first above written.

TLECC:
Timber Line Electric and Control Corp.,
a Colorado corporation

CLIENT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

MAINTENANCE AND SUPPORT TERMS

ACCESS TO SUPPORT

The primary and official means of support is through TLECC's ticketing system located at www.tlecc.support. Support request that are not made through the ticketing system will not be subject to the response times as noted in the "Support Escalation Policy." Only tickets submitted with issues that pertain to the "Covered Equipment" in the "Description of Services" are covered under this support agreement. All other submitted tickets will be billed at TLECCs standard service rate or TLECCs emergency rate if support is required outside Normal Business Hours or if a Support Engineer must be field deployed for immediate assistance during Normal Business Hours.

Upon the receipt of a signed PO the customer will be given a single support email address, northweld@tlecc.support, as well as a support account to access the TLECC Support Portal. Aside from the support ticketing system customers will receive access to TLECCs proprietary knowledge base containing hundreds of support articles to assist customers with inhouse troubleshooting. A TLECC support engineer will assist with the initial access and training of ticket submission and support portal navigation.

Support requests can also be made by phone at our direct line 303-697-0440

When contacting TLECC telephone support dispatch, please be prepared to provide the following details:

- Name, phone, and email address
- Site where problem has occurred
- The software or product at issue
- Issue description: Area, symptoms, start/end date/time, etc.
- Impact assessment: Current condition, functional impact, business impact, urgency

Normal Business Support Hours

TLECC provides access to our technical support engineers through our dispatching service during normal business hours between 8:00 AM and 5:00 PM US Mountain Time (UTC-7), Monday through Friday excluding holidays.

After-Hours Support

In addition, TLECC also maintains technical support for critical and emergency incidents for after-hours, weekends, and holiday support.

Support Escalation Policy

Each ticket when submitted to TLECCs support portal is assigned a severity level based on the criteria below. Tickets that are submitted with priority levels that do not match the “Definition” will be re-prioritized by our Support Engineers. Customers will be notified of any change via their support email as well as through the support portal.

Priority	Definition	Examples	Initial Response
Critical	Client unable to perform normal job functions or performance is severely degraded	System Down, or seriously degraded Data unavailable Workaround unavailable Critical resource unavailable and could cause significant financial impact to the client	Within 4 hours
High	Major Functionality Impact Degraded level of service, immediate workaround required	Major system function is unavailable or degraded Repeated failures Problem is time sensitive but not causing an immediate work stoppage No workaround is available and operation can continue in a restricted fashion	Within 6 hours
Medium	Issue has affected or will affect client’s productivity Workaround exists but problem must be fixed	Failure in software component that is non-critical Failure in redundant component Problem affects some users	Within One Business Day
Low	Little or no impact to normal operations	“How to” questions Documentation issues Enhancement requests	Within Two Business Days

TIMBER LINE ELECTRIC & CONTROL CORP. MASTER SERVICES AGREEMENT – MANAGED CYBER SECURITY SOLUTIONS

This Master Services Agreement – Managed Cyber Security Solutions (“**Agreement**”) is made and entered into on Jan 1, 2024 (“**Effective Date**”) by and between Timber Line Electric And Control Corp., a Colorado corporation (“**TLECC**”) and **North Weld County Water District**, (“**Client**”). The terms defined herein shall have the meaning specified in this Agreement. Each Purchase Order, Work Order, or Statement of Work (collectively, the “**PO**”) may contain definitions specific to the applicable project.

In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination. The term of the Agreement shall begin on the Effective Date and shall continue until terminated as provided herein. Each PO may contain a term provision specific to the applicable project. This Agreement and any PO may be terminated by either party for any reason, upon at least 60 days advance written notice to the other party. Termination shall not affect the rights and obligations with respect to the provisions hereof that by their terms must survive termination (e.g., Sections 4, 5 and 6). Within 30 days from the termination date, (a) Client shall pay TLECC all amounts owed by Client under this Agreement, Client acknowledges and accepts that in the event of a termination of any PO or this Agreement, Client shall not be entitled to any refund for fees, costs, or charges paid or payable by TLECC to any vendor for any Third-Party Products, and all such purchases are non-cancellable, non-returnable, and non-refundable, unless otherwise agreed to by TLECC in its sole and absolute discretion.

2. Purchase Orders. Subject to the terms and conditions set forth herein, during the term, Client shall engage TLECC and TLECC shall provide to Client certain cyber security management services as listed on one or more PO(s) (collectively, the “**Services**”). Each PO shall be deemed issued and accepted only if signed by both parties. Each accepted PO specifically incorporates the terms and conditions of this Agreement,

3. Client Obligations. During the term of this Agreement, Client shall provide TLECC access to and use of the Network, the Third-Party Products, and all hardware and software components related thereto, whether remotely or on-site as determined by TLECC, for the purpose of providing the Services. Further, Client shall provide TLECC dedicated access or maintenance window to provide remote support services at times agreed to by the parties in the applicable PO. Client shall promptly report to TLECC, in writing, any known or observed material deficiencies in any Third-Party Products. Client shall cooperate with and follow the instructions given by TLECC’s technical support representatives. Client acknowledges and agrees that TLECC’s support services are subject to Client’s support and commitment to providing time/scheduling for Network reboots. PO is predicated on Client satisfying recommended backup schemes and having appropriate antivirus software with current updates.

4. WARRANTIES; DISCLAIMER. TLECC WARRANTS TO CLIENT THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. CLIENT’S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE THE REPERFORMANCE OF THE SERVICE WITHIN A COMMERCIALY REASONABLE TIME. EXCEPT AS SET FORTH IN THE PRECEEDING SENTENCE, TLECC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TLECC SERVICES AND EQUIPMENT ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY WHATSOEVER, CLIENT RECOGNIZES THAT THE AS IS CLAUSE OF THIS AGREEMENT IS AN IMPORTATNT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH TLECC WOULD NOT HAVE AGREED TO ENTER THIS AGREEMENT.

TLECC IS ONLY PROVIDING THE SERVICES SPECIFIED HEREIN AND IN THE APPLICABLE PO AND WILL NOT OWN OR MANAGE ANY DATA OR INFORMATION STORED ON THE NETWORK. AS SUCH, TLECC SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR CORRUPTION OF ANY DATA OR INFORMATION STORED THEREON OR FOR ANY DAMAGE TO ANY EQUIPMENT CONTAINING ANY DATA OR INFORMATION. TLECC WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS OR LOSS OF USE OF THE NETWORK.

TLECC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCTS, SOFTWARE, CONTENT, EQUIPMENT, OR HARDWARE OBTAINED BY TLECC FROM ONE OR MORE THIRD PARTIES FOR OR ON BEHALF OF CLIENT. TLECC’S INTEREST IN, AND OBLIGATIONS WITH RESPECT TO, ANY THIRD-PARTY PRODUCTS OR OTHER MATERIALS INCORPORATED IN THE SERVICES SHALL BE LIMITED TO AND DETERMINED IN ACCORDANCE WITH THE AGREEMENTS AND POLICIES OF SUCH THIRD-PARTY VENDORS. ALL SOFTWARE HAVE GLITCHES OR UNFORESEEN ERRORS, AND CONSEQUENTLY, TLECC MAKES NO WARRANTIES AND DISCLAIMS ANY AND ALL WARRANTIES THAT ANY SUCH SOFTWARE WILL FUNCTION WITHOUT INTERRUPTION.

5. Limitation of Liability. Client shall be responsible for the negligent acts and omissions of its officers, agents, employees, and representatives with respect to its obligations under this Agreement. Notwithstanding anything in the Agreement

to the contrary, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of Client, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended ("**CGIA**"). Any provision of this Agreement shall be controlled, limited, and otherwise modified to limit any liability of Client and the State to the above cited laws. It is specifically understood and agreed that nothing contained in the Agreement shall be construed as an express or implied waiver by Client of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by Client of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under CGIA, as a pledge of the full faith and credit of the State of Colorado, as an assumption by Client of a debt, contract or liability of Contractor in violation of Article XI, Section 1 of the Constitution of Colorado, or as a waiver of Client's immunity under the Eleventh Amendment to the United States Constitution.

In no event shall either party be liable to the other party for consequential, indirect, incidental, special, punitive, exemplary, or any other non-direct damages including, without limitation, lost profits or future revenues, loss or corruption of or damage to data, cost of capital, loss of business reputation or opportunity or any claim or demand against the other party by any third party, however caused, whether under theory of contract, tort (including negligence) or otherwise, even if said party has been advised of the possibility of such damages and even if any remedy fails of its essential purpose. TLECC's liability under this Agreement or otherwise arising out of this Agreement regardless of the form of action, whether under theory of contract, tort (including negligence) or otherwise, shall not exceed the total amount paid or payable by client to TLECC on the applicable PO giving rise to the claim for damages. These limitations shall apply to the fullest extent allowed by law, and each party agrees to release the other party, its owners, officers, directors, employees, affiliates, representatives, and agents from and against any and all liability exceeding the limits stated in this provision, regardless of the theory of liability or remedy under which damages are sought.

6. Independent Contractors. TLECC shall be an independent contractor, and not an employee of Client, within the meaning of all federal, state, and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor, and taxes. Nothing in this Agreement shall be interpreted or construed to create a joint venture, partnership, franchise, agency, or similar relationship between the parties. Neither party shall have the right to obligate the other party in an agreement with a third party without the prior written consent of an authorized representative of the other party, except TLECC may, on behalf of Client, purchase products and/or software necessary to perform the Services hereunder.

7. Budgeting/TABOR Compliance. Client may appropriate funds out of each yearly budget to pay for the cost of Services. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. §24-91-103(6), no change order shall issue which causes the aggregate amounts to be paid by Client pursuant to this contract to exceed the amount appropriated.

8. Immigration Compliance. TLECC shall not knowingly employ or contract with a worker without authorization to perform work under this contract nor contract with any subcontractor that fails to certify to TLECC that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. TLECC will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). TLECC shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

TLECC shall also comply with any reasonable request by the Colorado Department of Labor and Employment made during an investigation that the department is undertaking pursuant to C.R.S. §8-17.5-102(5).

9. Miscellaneous. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and assigns. Client shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of TLECC. Any purported assignment or transfer in violation of this Section shall be null and void. This Agreement, including and together with any related exhibits and POs constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No amendment to, or modification of, this Agreement or any PO is effective unless it is in writing, identified as an amendment to this Agreement or such PO and signed by an authorized representative of each party. If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then, if necessary, second, severed from the remainder of the Agreement to allow the remainder of the Agreement to remain in full force and effect.

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement and all related documents, and all matters arising out of

or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the State of Colorado. The parties agree that the District Court for Jefferson County, Colorado shall have jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for all controversies and claims arising out of or relating to this Agreement or a breach thereof, except as otherwise unanimously agreed to by the parties. TLECC shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement or any PO when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TLECC including, without limitation, acts of God, flood, fire, earthquake, man-made or natural disasters, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. In such an event, TLECC shall provide notice thereof to Client and the time for TLECC's performance shall be extended as reasonably necessary. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement – Managed Cyber Security Solutions effective as of the day and year first above written.

TLECC:
Timber Line Electric & Control Corp.,
a Colorado corporation
By: _____
Name: _____
Title: _____
Address: 17591 Highway 8
Morrison, CO 80465
Attn: Dan Schuelke

CLIENT:
North Weld County Water
in Weld County, Colorado
By: _____
Name: _____
Title: _____
Address: _____
Attn: _____



Delivery by email to:

eric@nwcwd.org

February 23, 2024

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

**RE: North Weld County Water District – Tank 7 Improvements
Scope of Work Proposal**

Dear Eric:

This scope of work proposal follows our recent field visit and discussions regarding North Weld County Water District's (District) Tank 7. The District had Tank 7 recoated in 2023 and recently took the tank offline to complete installation of additional valves and piping. During this time, the District identified coating failures inside the tank. We have provided the attached scope of services to provide support to the District during the pre-coating operation phase of the work and provide quality control and contractor management during the restorations.

Ditesco is built on successful relationships, successful projects, and successful outcomes. It is simply part of our culture and we look forward to the opportunity to work on another project with the District!

Please let me know if you have any questions or require further information regarding this scope of work. I can be reached by phone at (970) 690-1889 and email Jill.Burrell@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink that reads "Jill Burrell".

Jill Burrell, PE

Design Program Manager

Enc. Scope of Work

Cc: file
Keith Meyer

Your Success is Our Success

Ditesco
2133 S. Timberline Rd, Suite 110
Fort Collins, CO 80525
(970) 632-5068
ditescoservices.com

Exhibit A

North Weld County Water District Tank 7 Improvements Construction Management Scope of Services

PROJECT UNDERSTANDING

North Weld County Water District (District) worked with TankCo in 2023 to complete coating removal and replacement on the District’s Tank 7. In 2024, the tank was taken offline to complete additional piping and valve improvements within the tank. At that time, the District noted that coating failures had occurred within the tank. Tank 7 is located along CR 13 and currently serves the District’s pressure Zone 7, as shown in Figure 1.

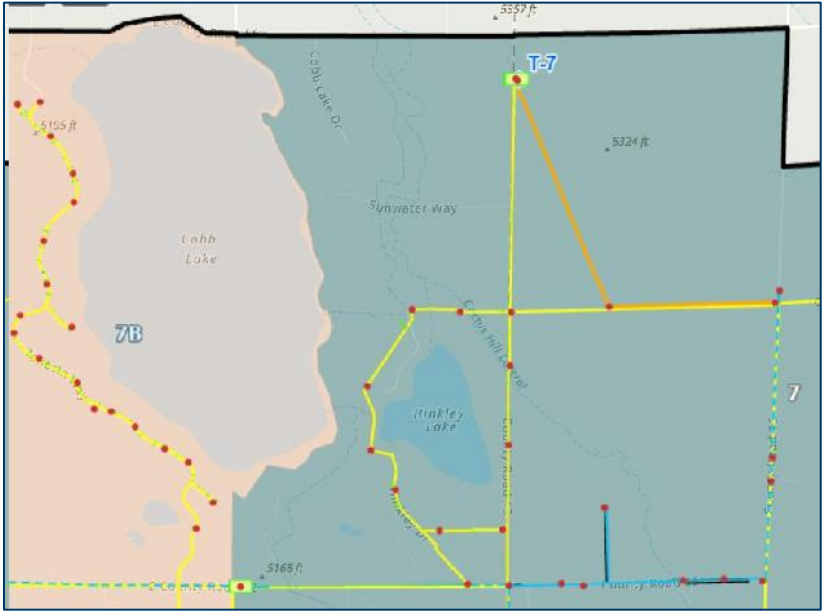


Figure 1. Tank 7 Location

The District engaged TankCo to complete warranty repairs within the tank. Ditesco will provide quality management during the restoration process phase and provide daily on-site quality control services during the coating restoration process.

PHASE: CONSTRUCTION

During this phase Ditesco will provide part time Construction Management and Inspection services to assist in work coordination and to ensure compliance with contract documents/specifications.

- We will review and comment on the contractor's initial restoration plan and schedule prior to the work occurring.
- Our team will host one (1) preconstruction meeting. This meeting will review repair procedures, quality management, hold points, and deliverable expectations. Ditesco will develop meeting agendas and meeting minutes.
- Due to the extent of the restoration required within the tank, we anticipate part-time construction inspection services will be required throughout the duration of the work. We have included part time (daily site visits assuming approximately 2-3 hours per day) inspection of the work including the following:
 - Steel blast preparation inspection
 - Coating inspection of wet film thickness combs
 - Environmental conditions recording during application
 - Witnessing of contractor performed Holiday Testing
 - Dry Film Thickness Measurement per NACE SP0188 standards

DELIVERABLES

- We will provide the District with copies of inspection logs, environmental condition checks, and holiday and coating thickness observations, as well as any correspondence with the contractor and coating manufacturer regarding contractual items and warranty.

SCHEDULE

The anticipated schedule for construction is as follows:

- Construction: March 2024

FEE ESTIMATE

We have based our fee estimate on the following assumptions:

- 30 working-day construction timeline
- Contractor performance of Quality Control and Ditesco providing Quality Assurance.
- Holiday testing will be performed by Contractor.

Estimated Fee:	\$15,016.00
Estimated Reimbursable Expenses:	<u>\$ 763.00</u>
Total:	\$15,779.00

A detailed task breakdown is included. Please find this on page 5 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below and in the table on page 4 and 5 of this proposal. All reimbursable expenses will be billed at direct cost.

Ditesco
2024 Rate Table

Role	Rate Range (per hour)
President	\$184-\$257
Principal/VP	\$164-\$206
Department/Program Manager	\$155-\$177
Senior Project Manager	\$128-\$163
Project Manager	\$139-\$158
Associate Project Manager	\$128-\$141
Engineer	\$122-\$138
Associate Engineer	\$118-\$136
Project Engineer	\$102-\$131
Senior Construction Manager	\$128-\$163
Construction Manager/Resident Engineer	\$104-\$137
Associate Construction Manager	\$102-\$131
Inspector	\$80-\$133
Senior CAD Design	\$90-\$140
CAD Design	\$75-\$123
GIS Technician	\$78-\$128
Administrative	\$70-\$85
Reimbursable Expenses	
Mileage Reimbursement	IRS Rate
Daily Truck Rate (if needed)	\$105.00 per day
Subconsultant Markup	None
All other costs at direct expense	
Terms	30 days net

North Weld County Water District
Tank 7 Restoration

2/23/2024

Phase/Task Description	Classification			Task Total
	Jill Burrell or Bill Renz	Emma Gardner	Leslie Brantner	
	Program Manager	Project Engineer	Admin	
	(hrs)	(hrs)	(hrs)	
	\$162	\$125	\$70	
Construction Management				\$15,016
1.02 Construction Progress Meetings				
- Preconstruction Meeting	4	4	0	\$1,148
2.01 Resident Engineering				
- Document Management	4	10	2	\$2,002
- Site inspection	15	60	0	\$9,930
2.03 Contract Management	4	0	2	\$788
2.05 Schedule Review	2	0	0	\$324
2.07 Project Close Out	2	4	0	\$824
Other Direct Costs				\$763
Mileage				\$763
Work Effort Total	31	78	4	\$15,016
ODCs				\$763
Cost per labor category	\$5,022	\$9,714	\$280	
Effort (days)	4	10	1	
Effort (weeks)	1	2	0	
Hours per day	1.2	3.1	0.2	

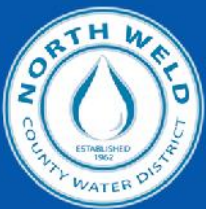
Total Fee Estimate \$15,779

Assumptions:

- Assumes coating work for approximately 18 working days
- Assumes all quality control work completed by Contractor and Quality Assurance by Ditesesco
- Assumes Contractor coordinates all quality management with Carboline.
- Disinfection, final cleanliness inspection, and final turn-over to be coordinated by NWCWD
- Coating work to be completed in March 2024

NEWT3 Pipeline Construction Update

March 11, 2024



NEWT3 – Garney Construction

- Work completed to date:
 - 2,240 LF of 42” Steel Pipe Installed
 - 4,904 LF of 42” Steel Pipe Staged and Delivered
 - 3 Cutoff Walls Installed
 - Completed I-25 Micro-Tunnel
- Value of Work in place:
 - Approved and Paid: \$793,536
 - Under Review: \$2,957,030
 - Total: \$3,750,566
- Upcoming Work:
 - Continued Pipe Installation Moving SE
 - No. 8 and Cobb Lake Outfall Crossings
 - BNSF Tunnel



I-25 Launch Pit
Micro-Tunnel Bore
February 12, 2024



NEWT3 – Garney Construction, BT Construction



I-25 Launch Pit
STA 98+50 – E of I-25 Frontage Road
February 2024

NEWT3 – Garney Construction, American Spiral Weld



Non-Uniform CML
MK 417



Staged Pipe
Re-Stuffed & Re-Capped



Coating Thickness Gage
For CML



RESOLUTION NO. 20240311-01

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

**ADOPTING A SECOND AMENDMENT TO AMENDED AND RESTATED WATER
DEDICATION POLICY**

WHEREAS, on July 13, 2020, North Weld County Water District (the “District”) adopted Resolution No. 20200713-01, *A Resolution Adopting an Amended and Restated Water Dedication Policy* (the “Original Resolution”), which adopted the North Weld County Water District Amended and Restated Water Dedication Policy (“Policy”); and

WHEREAS, on August 10, 2022, the District adopted Resolution No. 20200810-01, *Resolution Amending Amended and Restated Water Dedication Policy* (the “First Amendment”), which amended the Policy; and

WHEREAS, under the Original Resolution the District expressly reserved the right to amend 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; and

WHEREAS, the District has reviewed the water dedications from non-residential or wholesale water meter users (“Commercial Customer”) and determined that several Commercial Customers within the District expanded their water usage subsequent to their initial dedications of water to the District without undergoing additional development review and dedication of additional water resources to the District; and

WHEREAS, the District has adopted various policies aimed at reducing demand on the Districts water distribution system and water resources; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is necessary and in the best interest of the District to amend the Policy to implement requirements for additional dedication of water resources by Commercial Customers who are determined by the District to have not previously dedicated water sufficient to meet their actual usage.

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

1. Pursuant to the findings set forth above, the Board hereby amends the Policy to add the following Section III to the Policy entitled *Under Dedicated Commercial User Dedication Requirements* (underlined text to be added):

III. Under Dedicated Commercial Customer Dedication Requirements

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

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

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

2. The entire Policy, as amended by this Resolution, is attached hereto and incorporated herein as **Exhibit A**.

This Resolution and the amendment to the Policy shall be effective immediately. Except as specifically amended hereby, all the terms and provisions of the Policy shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

APPROVED AND ADOPTED THIS 11th DAY OF MARCH, 2024.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Special Counsel to the District

Signature page to Resolution Amending Amended and Restated Water Dedication Policy

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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

III. Under Dedicated Commercial Customer Dedication Requirements

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

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

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

9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Regional Master Plan



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

Dear [Recipient's Name],

We at North Weld County Water District wish to express our gratitude to you for being an integral part of our commitment to delivering quality water across Larimer and Weld Counties.

Your organization's role as a customer and collaborator is highly valued, and we cherish the strong bonds we have established. It is with optimism that we look to nurture this relationship further as we move ahead.

In the spirit of clear and transparent communication, the District wishes to reinforce the clarity of our organizational voice. We are aware that, at times, various voices emerge from within the community, purporting to represent our views. To maintain the integrity of our communications, it is important to remember that previous or current individual board members' views do not necessarily reflect the collective position of the entire board and our collective goal is to best serve our community.

Henceforth, we request that any communication regarded as authoritative or representative of the District's positions be confirmed through direct engagement with our District Manager, Eric Reckentine. This measure ensures that the information you receive and count on is accurate and aligned with our District's directives. Should you encounter any statements or positions claimed to be of the District from other community members, we advise approaching them with caution.

For more information, please contact:

Eric Reckentine

District Manager, North Weld County Water District

(970) 356-3020

ericr@nwcwd.org

Moving forward, we are committed to keeping you well-informed by including you in our regular dispatch of District news and updates. This will provide you with a trove of valuable resources, the latest announcements, and detailed insights into our services and community initiatives.

For any clarifications or discussions regarding the District's operations or collaborations, please do not hesitate to reach out to Mr. Reckentine directly. We thank you for your understanding and continued trust in this matter.

Established in 1962, the North Weld County Water District has been dedicated to providing safe, sustainable, and reliable water services to our community. Our mission is to manage, conserve, and distribute water resources in a manner that benefits all constituents, ensuring not just the satisfaction of today's needs but also the preservation of this vital resource for future generations.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

Warm regards,

Tad Stout
President of the Board
North Weld County Water District

Current Board Members:

Tad Stout, President - tads@nwcwd.org
Scott Cockroft, Secretary - scottc@nwcwd.org
Nels Nelson, Treasurer - nelsn@nwcwd.org
Matthew Pettinger, Assistant Secretary - mattp@nwcwd.org
Ann Hennen, Assistant Secretary - annh@nwcwd.org

District Manager: Eric Reckentine - ericr@nwcwd.org



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Subject: Addressing Our Shared Goals for Severance's Future

Dear Town Councilmembers of Severance,

I hope this note finds you well.

As we stand close to finalizing our masterplan, I must address concerns that have recently arisen. North Weld County Water District has always prioritized the provision of reliable water services and the support of our community's growth.

It has come to our attention that certain misconceptions may be hindering our collective efforts. To ensure we continue to serve our community effectively, I urge us all to maintain a civil and accurate public dialogue. Our words have the power to shape perceptions, and they must reflect our true intentions and the facts at hand.

We are committed to transparency and to working alongside the Town of Severance in fostering development, not impeding it. Let's align our communications to reflect this shared objective.

Should you need clarification on our policies or wish to discuss our initiatives, please feel free to contact me or our District Manager, Eric Reckentine. It is important to remember that previous or current individual board members' views do not necessarily reflect the collective position of the entire board, and our collective goal is to best serve our community. In line with our commitment to transparency and constructive partnership, we encourage direct communication and technical knowledge sharing between our consultants and your professional teams, ensuring that both parties can work together effectively towards our common objectives. This approach underscores our belief in the power of collaboration and our desire to ensure that negotiations and understandings proceed in good faith, reflecting a true partnership that benefits our community.

The Board is troubled that effective, honest negotiations are hindered by the prevailing negative perceptions being permitted about our District. To maintain and grow our partnership, it's important that we both foster a spirit of collaboration and support.

Thank you for your attention to this matter, and let's move forward with unity and clarity.

Warm regards,

Tad Stout, President
North Weld County Water District



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District Manager: Eric Reckentine - ericr@nwcwd.org