

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, January 13, 2025, 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(719)359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve January 13, 2025, 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 December 9, 2024, Regular Meeting**
 - b. Draft Financials December 2024**
 - c. Invoices through January 13, 2025**
 - d. Tri-Hydro GIS Mapping Work Order 2025**
 - e. Stantec Work Order 2025 Engineering Services**
 - f. Longs Peak Dairy Augmentation Structure Change Order, Substantial Completion and Final Completion**
 - g. Silver Peaks Accounting Agreement**
 - h. Meter Abandonment Request Union Colony Investors**
 - i. Water Dedication Agreement Foss Dairy**
 - j. Cyber Security Agreement**
 - k. Resolution No. 20250113-01: Resolution Designating Meeting Notice Posting Location**
- 6. Action: Consider Variance Requests Related to Water Service Agreement Flow Rate Provisions (enclosure)**
 - a. ABCD**
 - b. Feldpausch**
- 7. Action: Approve Amended Resolution of Necessity for Zone 1 Water Line and Tank Site Project (enclosure)**

8. **Action: Approve Town of Eaton Amended and Restated Water Service Agreement (enclosure Separate Cover, Privileged and Confidential)**
9. **Discussion: Update Regarding Status of Litigation with Eagle View Farms, LLC**
10. **Discussion: Update on Tolling Agreement Work Session**
11. **Discussion: Soldier Canyon Water Treatment Plant and Regional Master Plan Update**
12. **Discussion: District Manager Annual Review**

13. **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) & (f), C.R.S. related to Status of Litigation with Eagle View Farms, LLC., Town of Eaton Amended and Restated Water Service Agreement, Dairy Tolling Agreement, Soldier Canyon Water Treatment Plant and Regional Master Plan Update, Personnel Matters District Manager Annual Review.**
14. **District Manager's Report: (enclosures)**
 - a. **Tap Sales**
 - b. **Timnath Line Lowering Project Complete**
 - c. **Tank 4 Coating Project Complete**
 - d. **Tank 5 Coating Project February Start**
 - e. **NEWT III Transmission Line Connection 36-inch Distribution Line and Timnath Requested 36 Inch Transmission Line Lowering Completed**
 - f. **Lazy D aka Front Range Water Project and Montava Development Potential Groundwater Water Quality Issues**
 - g. **NOCO Water Alliance and C-BT Base Supply**
15. **Other Business**

ADJOURN_____ .M.

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

Held: December 9, 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 (arrived late)
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary

Also present were Eric Reckentine and Garrett Mick, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Lyons Gaddis, District special counsel; Jamie Dickinson, Spencer Fane, District special counsel; Jan Sitterson and Richard Reins, Water Resources; Wendy Greenwald, The Solution PR; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:33 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. Mr. Stout reminded the Board of his prior service on the Town of Severance Board and indicated a potential conflict of interest related to the Severance South development. Mr. Stout will recuse himself from discussion related to the Severance South

development. The remaining Directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the agenda as amended.

PUBLIC COMMENT

None.

CONSENT MATTERS

AGENDA

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

- a. Minutes from November 12, 2024, Regular Meeting
- b. Draft Financials November 2024
- c. Invoices through December 9, 2024
- d. Holding Certificate Plumb Ridge LLC.
 - Liberty Hill Farms LLC
 - The 5258 Ranch LLC
 - Fabrizius – Divest 5 Water Allocations
- e. Resolution No. 20241209-01: 2025 Annual Administrative Resolution
- f. Resolution No. 20241209-02: Amended and Restated Public Records Request Policy

Conduct Public Hearing on 2024 Budget Amendment and Consider Adoption of 2024 Budget Amendment

Mr. Reckentine indicated that an amendment to the 2024 budget is not needed.

Conduct Public Hearing on 2025 Budget and Consider Adoption of Resolution No. 20241209-03: Resolution Adopting 2025 Budget, Imposing Mill Levy and Appropriating Funds

Mr. Stout opened the public hearing on the proposed 2025 Budget. Mr. White noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. A member of the public asked questions about the budget that were addressed by Mr. Reckentine. The hearing was closed.

Mr. Reckentine reviewed the 2025 Budget Resolution with the Board. Following discussion, upon a motion of Mr. Nelson, seconded by Ms. Hennen, the Board unanimously adopted Resolution No. 20241209-03 adopting the 2025 Budget, appropriating funds therefor as shown in the 2025 Budget.

Consider Adoption of 2025 Fee Schedule

Mr. Reckentine presented the Board with the proposed 2025 Fee Schedule which incorporates updated fees, rates, charges, surcharges, and penalties included in the 2025 budget. Following

discussion, upon a motion of Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously adopted the 2025 Fee Schedule, as amended to increase the construction meter fee.

Mr. White presented the Resolution Calling May 6, 2025 Election and discussed the appointment of the designated election official included in the resolution. Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Pettinger, the Board unanimously adopted Resolution No. 20241209-04 and directed the call for nominations to be published and posted on the District's website. The Board will discuss ballot drop-off locations if necessary at a later date.

Discussion: Water Supply and Storage Final Decree Case No. 21CW3199

Mr. Holwick provided an update to the Board that the final decree was entered on December 4, 2024 after the original filing in October 2021 and several delays caused by State engineers.

Update Regarding Status of Litigation with Eagle View Farms, LLC

Ms. Dickinson provided a brief update regarding the upcoming trial in January 2025. The Board discussed the trial in Executive Session.

Consider Approval Variance Request to Development Review Process Severance South Development

Mr. Chriss Pickett and Mr. Jack Hollar presented a request to the Board seeking a variance from the District's development review process to allow the District to sign an overall plat for the Severance South Development. Mr. Pickett and Mr. Hollar indicated that the District's signature on the plat does not obligate the District to provide water service, but would allow them to proceed with further development review with the Town of Severance.

The Board discussed the variance request in Executive Session.

Mr. Stout recused himself from the discussion due to prior service on the Town Board of the Town of Severance.

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 Severance South Development Variance Request and Status of

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board(s) enter into executive session at 9:56 a.m. for the purpose of receiving legal advice on and discussing matters pursuant to Section 24-6-402(4)(b) & (e), C.R.S. related to Severance South Development Variance Request and Status of Eagle View Farms, LLC.

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

Litigation with Eagle View Farms, LLC.

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

Mr. Stout recused himself from the discussion related to the Severance South variance request due to prior service on the Town Board of the Town of Severance.

The Board reconvened in regular session at 10:36 a.m.

Following the Executive Session, the Board denied the variance request and directed legal counsel to engage with the Town of Severance to ask for the District's signature requirement to be removed from the Severance South Plat. In the event the Town refuses to remove the requirement, the District authorized legal counsel and staff to negotiate an agreement with the developer allowing the District to sign the plat on condition that it is clear that such signature by the District does not constitute a guarantee, express or implied, of water service to any phase of the development, and requiring the developer to provide requested infrastructure plans and details.

DISTRICT MANAGER'S REPORT

Tap Sales

Mr. Reckentine reported to the Board there were 100 taps sold to date, and an expected 15 more before the end of the year.

Christmas Party Today 12:30 Eaton Country Club

Mr. Reckentine indicated that the Christmas Party will be postponed due to a staff emergency.

OTHER BUSINESS

Mr. Reckentine indicated that the District's meeting with dairies has been moved to January 10, 2025.

ADJOURNMENT

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

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

Secretary for the District

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:56 a.m. on November 12, 2024 for the sole purpose of discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Severance South Development Variance Request and Status of Litigation with Eagle View Farms, LLC. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	3,323,031.67
1015 - COLO TRUST - GENERAL		21,528,893.74
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		29,397,966.48
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,167,508.42
1105 - AR CONSTRUCTION METERS		90,286.95
1116 - ACCOUNTS RECEIVABLE		223,369.80
1230 - PREPAID INSURANCE		127,827.90
1300 - INVENTORY		2,119,385.58

Total Current Assets 58,244,033.79

Property and Equipment

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

Total Property and Equipment 178,886,262.50

Other Assets

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

Total Other Assets 22,849,611.07

Total Assets \$ 259,979,907.36

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	849,450.13
2216 - CONST MTR DEPOSITS		110,924.94
2230 - ACCRUED WAGES		68,410.51
2231 - ACCRUED COMP ABSENCES		162,037.28

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2024

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
	<hr/>	
Total Current Liabilities		2,271,481.89
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	2,224,785.12	
2227 - CURT PORT LONGTERM DEBT	2,025,000.00	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
	<hr/>	
Total Long-Term Liabilities		57,532,740.41
		<hr/>
Total Liabilities		59,804,222.30
Capital		
2800 - RETAINED EARNINGS	203,059,247.99	
Net Income	(2,883,562.93)	
	<hr/>	
Total Capital		200,175,685.06
		<hr/>
Total Liabilities & Capital	\$	<u>259,979,907.36</u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 796,381.28	\$ 13,713,978.75	\$ 14,417,718.00	703,739.25	95.12
3111 - WATER ALLOC SURCHARGE	110,610.50	5,304,911.50	4,300,000.00	(1,004,911.50)	123.37
3112 - PLANT INVEST SURCHARGE	25,600.50	3,413,142.00	2,800,000.00	(613,142.00)	121.90
3113 - ADJUSTMENTS	18,991.59	2,454,918.71	0.00	(2,454,918.71)	0.00
3140 - CONST METER USAGE	19,191.42	401,299.98	213,282.00	(188,017.98)	188.15
3141 - CONSTR METER RENTAL	750.00	11,205.00	5,722.00	(5,483.00)	195.82
3142 - CONSTRUCT METER REPAIR	2,981.78	13,177.77	572.00	(12,605.77)	2,303.81
OPERATING	974,507.07	25,312,633.71	21,737,294.00	(3,575,339.71)	116.45
3210 INTEREST-COTRUST-GENERAL	188,738.43	2,781,596.92	1,500,000.00	(1,281,596.92)	185.44
3220 - PORT PARTONAGE AGFINITY	0.00	3,556.68	845.00	(2,711.68)	420.91
NON OPERATING	188,738.43	2,785,153.60	1,500,845.00	(1,284,308.60)	185.57
3310 - TAP (PI) FEES	438,000.00	4,950,000.00	3,300,000.00	(1,650,000.00)	150.00
3311 - DISTANCE FEES	70,000.00	809,500.00	180,186.00	(629,314.00)	449.26
3312 - WATER (ALLOCATION) FEE	0.00	330,750.00	210,000.00	(120,750.00)	157.50
3314 - INSTALLATION FEES	48,000.00	408,146.22	337,849.00	(70,297.22)	120.81
3315 - METER RELOCATION FEE	0.00	0.00	1,689.00	1,689.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	156,060.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	21,000.00	10,000.00	(11,000.00)	210.00
3321 - NON-POTABLE INSTALL	0.00	26,615.00	0.00	(26,615.00)	0.00
3330 - COMMITMENT LETTER FEE	500.00	4,500.00	0.00	(4,500.00)	0.00
3331 - REVIEW FEE	200.00	4,980.00	0.00	(4,980.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	556,700.00	6,628,751.33	4,195,784.00	(2,432,967.33)	157.99
3410 - WATER RENTAL	12,750.00	30,885.00	18,571.00	(12,314.00)	166.31
3415 - WSSC RETURN FLOW RENTAL	0.00	1,628.00	0.00	(1,628.00)	0.00
3420 - WATER LEASE	0.00	9,196.19	0.00	(9,196.19)	0.00
AG WATER	12,750.00	41,709.19	18,571.00	(23,138.19)	224.59
3500 - MISCELLANEOUS	200.00	100,814.86	0.00	(100,814.86)	0.00
3520 - TRANSFER FEES	575.00	6,825.00	10,000.00	3,175.00	68.25
3530 - RISE TOWER RENT	300.00	3,836.64	8,221.00	4,384.36	46.67
3540 - SAFETY GRANT (CSD)	0.00	20,667.89	0.00	(20,667.89)	0.00
3560 - BACKFLOW TESTING FEE	0.00	225.00	0.00	(225.00)	0.00
MISCELLANEOUS	1,075.00	132,369.39	18,221.00	(114,148.39)	726.47
TOTAL REVENUES	1,733,770.50	34,900,617.22	27,470,715.00	(7,429,902.22)	127.05
OPERATING EXPENSE					
4110 - POTABLE WATER	192,962.93	3,319,639.29	3,278,725.90	(40,913.39)	101.25
4120 - RENTAL WATER	12,750.00	0.00	0.00	0.00	0.00
4130 - CARRYOVER	43,237.23	53,951.83	93,063.81	39,111.98	57.97
4131 - CARRYOVER2	2,661.04	2,661.04	0.00	(2,661.04)	0.00
4132 - CARRYOVER3	20,805.47	20,805.47	0.00	(20,805.47)	0.00
4140 - WINTER WATER	0.00	0.00	5,743.43	5,743.43	0.00
4150 - ASSESSMENTS	0.00	636,843.33	536,331.86	(100,511.47)	118.74
4160 - RULE 11 FEES	43,426.25	43,426.25	66,341.00	22,914.75	65.46
4170 - WATER QUALITY - TESTING	699.00	17,349.50	14,280.00	(3,069.50)	121.50
WATER	(316,541.92)	(4,094,676.71)	(3,994,486.00)	100,190.71	102.51
4210 - SALARIES, FIELD	127,555.47	1,416,292.43	1,422,445.00	6,152.57	99.57
4220 - SALARIES, ENGINEERING	11,483.06	142,171.59	316,162.00	173,990.41	44.97
4240 - INSURANCE HEALTH	17,095.44	188,686.55	198,308.00	9,621.45	95.15
4250 - RETIREMENT	7,038.30	89,157.28	86,420.00	(2,737.28)	103.17
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	0.00	2,387.52	6,500.00	4,112.48	36.73
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(163,172.27)	(1,838,695.37)	(2,032,387.00)	(193,691.63)	90.47

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	0.00	49,417.68	60,000.00	10,582.32	82.36
4411 - LOCATES	0.00	17,224.98	17,000.00	(224.98)	101.32
4412 - FARM PROPERTIES	0.00	0.00	3,000.00	3,000.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,812.00	5,812.00	0.00
4414 - CONSTRUCTION METER	0.00	17,097.66	0.00	(17,097.66)	0.00
4415 - WATER LINES (REPAIRS)	8,928.79	189,622.21	473,000.00	283,377.79	40.09
4416 - APPURTENANCE(REPAIR)	0.00	41,645.66	225,000.00	183,354.34	18.51
4417 - METER SETTING	0.00	158,582.03	510,000.00	351,417.97	31.09
4418 - MASTER METERS	0.00	27,506.50	25,000.00	(2,506.50)	110.03
4419 - SERVICE WORK	0.00	298,308.54	130,000.00	(168,308.54)	229.47
4420 - STORAGE TANKS (O & M)	0.00	36,774.88	54,000.00	17,225.12	68.10
4430 - PUMP STATIONS (O & M)	794.50	217,095.50	285,000.00	67,904.50	76.17
4435 - CHLORINE STATION	0.00	574.37	5,520.00	4,945.63	10.41
4440 - EQUIPMENT	3,087.00	75,669.16	77,000.00	1,330.84	98.27
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	0.00	1,900.56	5,631.00	3,730.44	33.75
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	366.69	45,150.91	51,000.00	5,849.09	88.53
4460 - VEHICLES	14,407.53	192,875.66	104,040.00	(88,835.66)	185.39
4470 - SAFETY	350.00	70,292.41	20,400.00	(49,892.41)	344.57
4480 - CONTROL VAULTS	0.00	100.00	34,000.00	33,900.00	0.29
OPERATION & MAINTENANCE	(27,934.51)	(1,439,838.71)	(2,142,431.00)	(702,592.29)	67.21
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	6,453.80	194,935.35	184,722.00	(10,213.35)	105.53
4640 - METER VAULTS	0.00	15,405.25	0.00	(15,405.25)	0.00
4650 - FILL STATION	0.00	138.73	0.00	(138.73)	0.00
ELECTRICITY	(6,453.80)	(210,479.33)	(184,722.00)	25,757.33	113.94
4700 - COMMUNICATIONS	100.08	1,201.25	51,000.00	49,798.75	2.36
COMMUNICATIONS	(100.08)	(1,201.25)	(51,000.00)	(49,798.75)	2.36
4810 - GENERAL	2,943.51	34,704.12	75,500.00	40,795.88	45.97
4820 - AUTO	968.45	12,630.40	20,400.00	7,769.60	61.91
4830 - WORKER'S COMP	2,546.96	94,270.88	76,500.00	(17,770.88)	123.23
INSURANCE	(6,458.92)	(141,605.40)	(172,400.00)	(30,794.60)	82.14
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	520,661.50	7,726,496.77	8,577,426.00	850,929.23	90.08
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	47,310.10	592,236.98	538,541.00	(53,695.98)	109.97
SALARIES	47,310.10	592,236.98	538,541.00	(53,695.98)	109.97
5210 - FICA	11,526.45	158,840.85	139,000.00	(19,840.85)	114.27
5220 - UNEMPLOYMENT	0.00	3,857.56	5,068.00	1,210.44	76.12
PAYROLL TAXES	11,526.45	162,698.41	144,068.00	(18,630.41)	112.93
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	5,180.81	53,589.72	0.00	(53,589.72)	0.00
HEALTH INSURANCE	5,180.81	53,589.72	61,200.00	7,610.28	87.56
5400 - OFFICE UTILITIES	0.00	3,530.13	0.00	(3,530.13)	0.00
5401 - ELECTRICITY	0.00	11,173.61	10,200.00	(973.61)	109.55
5402 - PROPANE	1,540.77	12,031.23	7,140.00	(4,891.23)	168.50
5403 - TELEPHONE	24,927.61	157,926.65	23,460.00	(134,466.65)	673.17

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	%
5404 - CELL PHONE SERVICE	1,623.94	20,278.77	20,400.00	121.23	99.41
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	17,680.00	20,400.00	2,720.00	86.67
5407 - INTERNET	0.00	2,831.68	612.00	(2,219.68)	462.69
5409 - SECURITY CAMERAS	1,757.60	19,063.20	12,000.00	(7,063.20)	158.86
5410 - OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
5412 - PRINTERS	724.46	3,193.01	500.00	(2,693.01)	638.60
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	0.00	3,275.98	5,000.00	1,724.02	65.52
5441 - COMPUTER SUPPORT	6,797.26	74,118.12	67,570.00	(6,548.12)	109.69
5442 - HARDWARE (COMPUTERS)	0.00	5,113.18	0.00	(5,113.18)	0.00
5443 - SOFTWARE	0.00	1,095.00	7,140.00	6,045.00	15.34
5444 - LICENSES (ANNUAL)	495.00	19,602.07	30,600.00	10,997.93	64.06
5445 - SENSUS METER SUPPORT	0.00	7,724.00	3,060.00	(4,664.00)	252.42
OFFICE UTILITIES	39,226.64	358,636.63	211,907.00	(146,729.63)	169.24
5510 - OFFICE EXPENSES	8,838.00	200,751.80	178,609.00	(22,142.80)	112.40
5520 - POSTAGE	154.00	2,757.70	3,378.00	620.30	81.64
5530 - BANK / CREDIT CARD FEES	0.00	47,650.21	5,631.00	(42,019.21)	846.21
5540 - BUILDING MAINTENANCE	0.00	12,290.67	1,126.00	(11,164.67)	1,091.53
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	0.00	1,061.00	3,378.00	2,317.00	31.41
OFFICE EXPENSE	8,992.00	264,511.38	194,937.00	(69,574.38)	135.69
5610 - LEGAL	38,320.50	352,222.01	364,140.00	11,917.99	96.73
5620 - ACCOUNTING	2,000.00	99,100.00	51,000.00	(48,100.00)	194.31
5625 - EASEMENT FEES	0.00	800.00	0.00	(800.00)	0.00
5626 - RECORDING FEES	0.00	(58.00)	0.00	58.00	0.00
5630 - WATER TRANSFER FEES	500.00	5,443.50	4,000.00	(1,443.50)	136.09
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	7,280.00	95,824.10	208,080.00	112,255.90	46.05
5660 - MEMBERSHIP FEES	0.00	18,794.15	60,000.00	41,205.85	31.32
5670 - APPRAISALS	0.00	10,000.00	0.00	(10,000.00)	0.00
5680 - LAND ACQUISITION	0.00	37,010.64	100,000.00	62,989.36	37.01
PROFESSIONAL FEES	48,100.50	619,136.40	787,934.00	168,797.60	78.58
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
5920 - FIRE MITIGATION GRANT	0.00	3,999.99	0.00	(3,999.99)	0.00
MISCELLANEOUS	0.00	3,999.99	110,000.00	106,000.01	3.64
TOTAL ADMINISTRATIVE EXPENSE	160,336.50	2,054,809.51	2,048,587.00	(6,222.51)	100.30
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	157,491.00	185,948.88	1,000,000.00	814,051.12	18.59
STORAGE TANKS	157,491.00	185,948.88	1,000,000.00	814,051.12	18.59
6300 - PUMP STATIONS	22,009.53	565,116.36	75,000.00	(490,116.36)	753.49
PUMP STATIONS	22,009.53	565,116.36	75,000.00	(490,116.36)	753.49
6410 - VEHICLES	0.00	195,641.19	220,000.00	24,358.81	88.93
EQUIPMENT	0.00	195,641.19	220,000.00	24,358.81	88.93
6505 - ENGINEERING	4,944.45	1,537,393.23	1,200,000.00	(337,393.23)	128.12
6510 - WATER LINES	2,826,369.07	14,707,772.03	19,700,000.00	4,992,227.97	74.66
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6545 - SCADA EQUIPMENT	0.00	65,226.38	0.00	(65,226.38)	0.00
6550 - SHOP/YARD	0.00	229,142.00	0.00	(229,142.00)	0.00
SYSTEM	2,831,313.52	16,539,533.64	21,700,000.00	5,160,466.36	76.22
6610 - WATER RESOURCE MANAGER	0.00	11,858.23	0.00	(11,858.23)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	50,000.00	5,430,000.00	6,000,000.00	570,000.00	90.50
6621 - CAPITAL CONTRIBUTIONS	0.00	6,222.50	0.00	(6,222.50)	0.00
6630 - LEGAL (WRM)	3,664.13	55,277.57	310,000.00	254,722.43	17.83
6640 - STORAGE	3,711.00	377,685.50	0.00	(377,685.50)	0.00
WATER RIGHTS	57,375.13	5,881,043.80	6,510,000.00	628,956.20	90.34
6710 - EASEMENTS	0.00	358,558.24	75,000.00	(283,558.24)	478.08
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	6,669.00	5,000.00	(1,669.00)	133.38
LAND/EASEMENTS	0.00	365,227.24	180,000.00	(185,227.24)	202.90
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	3,068,189.18	23,732,511.11	29,685,000.00	5,952,488.89	79.95
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,733,920.82	34,903,061.88	27,547,095.00	(7,355,966.88)	126.70
TOTAL EXPENSES	3,752,239.43	37,786,624.81	44,793,042.00	7,006,417.19	84.36
PROFIT/LOSS	(2,018,318.61)	(2,883,562.93)	(17,245,947.00)	(14,362,384.07)	16.72

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		5,400,768.81
Add: Cash Receipts		714,079.98
Less: Cash Disbursements		(3,884,220.46)
Add (Less) Other		1,092,301.40
Ending GL Balance		<u>3,322,929.73</u>
Ending Bank Balance		6,494,691.56
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022	17106 (227.65)
	Nov 30, 2023	18286 (1,100.00)
	Nov 30, 2023	18288 (1,100.00)
	Nov 30, 2023	18299 (1,100.00)
	Nov 30, 2023	18302 (1,100.00)
	Nov 30, 2023	18305 (1,100.00)
	Jan 30, 2024	18494 (8,000.00)
	Feb 9, 2024	18529 (14.43)
	Mar 8, 2024	18644 (1,100.00)
	Apr 12, 2024	18758 (9.60)
	May 29, 2024	18891 (10,000.00)
	Jun 7, 2024	18910 (3,356.79)
	Jun 25, 2024	18976 (13.82)
	Jul 18, 2024	19051 (11.25)
	Dec 10, 2024	19434 (1,383.75)
	Dec 10, 2024	19439 (8,000.00)
	Dec 10, 2024	19441 (350.00)
	Dec 11, 2024	19446 (85.50)
	Dec 11, 2024	19447 (118.60)
	Dec 11, 2024	19448 (171.25)
	Dec 11, 2024	19449 (35.26)
	Dec 11, 2024	19450 (13.75)
	Dec 11, 2024	19451 (28.50)
	Dec 11, 2024	19462 (28.50)
	Dec 11, 2024	19465 (87.01)
	Dec 11, 2024	19466 (26.00)
	Dec 11, 2024	19467 (19.84)
	Dec 12, 2024	19469 (6,105.99)
	Dec 12, 2024	19470 (14,314.50)
	Dec 12, 2024	19471 (495.00)
	Dec 12, 2024	19472 (22,009.53)
	Dec 12, 2024	19475 (3,029.17)
	Dec 12, 2024	19476 (24,006.00)
	Dec 12, 2024	19477 (7,280.00)
	Dec 12, 2024	19478 (3,052.25)
	Dec 17, 2024	19481 (76.00)
	Dec 17, 2024	19482 (3,092.81)
	Dec 17, 2024	19483 (6,122.26)
	Dec 17, 2024	19485 (64.75)
	Dec 17, 2024	19486 (28.50)
	Dec 17, 2024	19487 (165.00)
	Dec 17, 2024	19488 (71.25)
	Dec 17, 2024	19489 (9,920.57)
	Dec 17, 2024	19494 (41.94)
	Dec 26, 2024	19495 (994.00)
	Dec 27, 2024	19496 (150.00)
	Dec 27, 2024	19497 (15.85)
	Dec 27, 2024	19498 (1,540.77)

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

Filter Criteria includes: Report is printed in Detail Format.

	Dec 27, 2024	19499	(124.70)	
	Dec 27, 2024	19500	(724.46)	
	Dec 30, 2024	19501	(279.50)	
	Dec 30, 2024	19502	(675.00)	
	Dec 30, 2024	19503	(10,040.48)	
	Dec 30, 2024	19504	(2,985,004.70)	
	Dec 30, 2024	19505	(700.00)	
	Dec 30, 2024	19506	(2,445.24)	
	Dec 30, 2024	19507	(11,175.42)	
	Dec 30, 2024	19508	(765.21)	
	Dec 30, 2024	19513	(387.00)	
	Dec 30, 2024	OL-1230202	(1,340.00)	
	Dec 30, 2024	OL-1230202	(24,927.61)	
Total outstanding checks				(3,179,746.96)
Add (Less) Other				
	Dec 31, 2024	CC1231	2,386.00	
	Dec 31, 2024	CF1220	414.00	
	Dec 26, 2024	LB1217	4,492.63	
	Sep 30, 2024	MARS0920	109.25	
	Dec 31, 2024	MARS1221	583.25	
Total other				7,985.13
Unreconciled difference				0.00
Ending GL Balance				<u>3,322,929.73</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	21,448,540.99
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>80,352.75</u>
Ending GL Balance	<u>21,528,893.74</u>
Ending Bank Balance	21,528,893.74
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>21,528,893.74</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	29,289,580.80
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>108,385.68</u>
Ending GL Balance	<u>29,397,966.48</u>
Ending Bank Balance	29,397,966.48
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>29,397,966.48</u></u>



December 3, 2024

Mr. Eric Reckentine
District Manager
North Weld County Water District
2825 CR 39, P.O. Box 56
Lucerne, CO 80646

RE: GIS Asset Management 2025 Phase III Maintenance Proposal

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) proposed 2025 Phase III Maintenance scope of work, schedule, and fee to continue providing technical support on North Weld County Water District's (NWCWD) Geographic Information System (GIS). 2025 Phase III Maintenance continues maintenance and support from the ArcGIS Enterprise upgrade. 2025 Phase III will also continue supporting requests from NWCWD staff and assisting with data requests from other organizations. Trihydro has discussed options with NWCWD in our weekly project status meetings and believe this proposal offers the best value. We propose to begin 2025 Phase III Maintenance on January 2, 2025.

Our 2025 Phase III Maintenance proposal is detailed below for your consideration.

2025 PHASE III MAINTENANCE

For 2025 Phase III Maintenance we propose to continue maintaining NWCWD's GIS as described in the tasks below. We will also continue supporting NWCWD GIS requests and GIS data requests NWCWD may receive from other organizations. Additionally, Trihydro proposes to maintain NWCWD's ArcGIS Enterprise installation.

Task 3A – Project Management

Our project manager, Brian Robeson, will facilitate open communication between NWCWD and project team members on a weekly frequency. He will assign daily tasks, coordinate review meetings, and provide meeting agendas. Additionally, Brian will provide a task schedule, monthly invoices, monthly progress reports, and quality assurance/quality control (QA/QC) reviews on deliverables prior to submittal.

Deliverables

- Meeting agendas and minutes
- Monthly invoices
- Monthly progress reports



Task 3B – Data Maintenance & Support

The data maintenance and support task will focus on improving data quality, responding to NWCWD GIS requests, and responding to GIS data requests NWCWD may receive from other agencies and contractors. Improving data quality will focus on attributes and geometry. For attributes, this means identifying missing or incorrect attributes and populating or correcting them to the extent possible. For geometry, this means that water system features that are physically connected should also be connected in GIS. An example is a water line ‘T’ where the GIS linework does not precisely intersect. Examples of NWCWD GIS requests include Enterprise Geodatabase data revisions, PDF map preparations, and other standard GIS requests. Data requests from other agencies will be provided in standard Esri formats.

Deliverables

- Enterprise Geodatabase updates.
- Response to NWCWD GIS requests.
- Data packages compiled as requested by other agencies and contractors in a standard Esri format.

Task 3C – ArcGIS Enterprise Maintenance & Support

Trihydro recommends maintaining NWCWD’s ArcGIS Enterprise installation. We propose that NWCWD continue granting Trihydro administrative level access via remote desktop to the GIS servers and administrative logins to ArcGIS Enterprise to facilitate maintenance and support. We will use these credentials to maintain the GIS software, including the Geodatabase. When the next ArcGIS Enterprise long-term release (version 11.5) comes out next spring, we will coordinate an upgrade with NWCWD staff. We will also use the credentials to publish and maintain the data, maps, and applications (apps) on ArcGIS Enterprise. These data, maps, and apps will then be modified as requested. Updates to the ArcGIS Enterprise web maps and apps may include adding or removing layers, layer configuration, and adding or removing built-in tools from the web app. If a new web app is needed, we will offer options and potential budget effects to help decide if this should be pursued.

This task also includes field data collection support for ArcGIS Field Maps. Field data collection needs can vary, and this task allows flexibility. In particular, revising field forms, field order, and layer order can improve usability. Adding or removing layers as needed by NWCWD staff is also included. If troubleshooting is needed, Trihydro will provide the first tier of support and assist if Esri Technical Support is needed.

We also propose that NWCWD continue granting Trihydro administrative access to its ArcGIS Online organization. NWCWD uses ArcGIS Enterprise as its internal production system and has established a connection to ArcGIS Online to facilitate data sharing. ArcGIS Online is also used to license ArcGIS Pro.



Mr. Eric Reckentine
December 3, 2023
Page 3

We recommend implementing new functionality this year with ArcGIS Utility Network. This is already part of current licensing costs. The ArcGIS Utility Network provides the ability to quickly answer questions such as, ‘Which customers are affected by this pipeline leak?’ among several other capabilities. Besides incremental improvements in current processes, this is the next step in expanding your GIS capabilities.

This workflow represents the best value; however, is not the only option. We are happy to discuss other options, if desired.

Deliverables

- ArcGIS Enterprise and ArcGIS Online administration.
- ArcGIS Enterprise upgrade.
- Response to NWCWD Enterprise/Online GIS requests.
- Field map updates.
- ArcGIS Utility Network implementation.
- Technical support and troubleshooting.

2025 PHASE III – YEAR 3 FEE ESTIMATE

Based on our project understanding and the scope of work discussed above, the fee estimate for 2025 Phase III is \$97,832.00. Tables 1-1 and 1-2 summarize the estimated costs and assumptions for each task. Our fee is based on the tasks outlined above, hourly rates, and expenses and incorporates Trihydro’s 2025 Regional Standard Schedule of Charges (attached). We welcome an opportunity to meet and discuss/negotiate the proposed scope and fee estimate if this does not meet your expectations.

Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization.

SCHEDULE

Trihydro is available to commence 2025 Phase III work on January 2, 2025, and upon receipt of a signed contract amendment. 2025 Phase III will conclude Dec. 31, 2025, and can be negotiated on a yearly basis thereafter.



Mr. Eric Reckentine
December 3, 2024
Page 4

PHASE III SCHEDULE DETAILS

- Confirm receipt of staff support requests on the same business day and determine feasible deadlines with the requestor.
- Provide other agency and organization data deliverables within 48 hours when feasible.

Trihydro proposes to perform the work in accordance with the Master Service Agreement between Trihydro Corporation and North Weld County Water District dated November 14, 2022. If the scope, schedule, and fee are acceptable, please sign and acknowledge below and email the signed copy to Brian Robeson (brobeson@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____
North Weld County Water District

Authorized Date: _____

We appreciate the opportunity to present this 2025 Phase III proposal to NWCWD and we look forward to continuing our working relationship. If you have questions or require additional information, please do not hesitate to contact us at (307) 745-7474.

Sincerely,
Trihydro Corporation

Brian Robeson
Project Manager

Richard Jacobson
Project Director

00999-75Q-0010

Attachments

TABLES

TABLE 1-1. FEE ESTIMATE
 GIS ASSET MANAGEMENT
 NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
1	Project Management	Administrative 2	\$80	3	\$240.00
		Professional Level 6	\$168	45	\$7,560.00
Labor					\$7,800.00
		Equipment	1.1	0	\$0.00
		Travel	1.0	0	\$0.00
		Per Diem	\$68	0	\$0.00
		Miscellaneous	1.1	100	\$110.00
Expenses					\$110.00
		Other	1.1	0	\$0.00
Subcontractors					\$0.00
Activity 1 Subtotal					\$7,910.00

TABLE 1-1. FEE ESTIMATE
GIS ASSET MANAGEMENT
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO



Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
2 Data Maintenance & Support	Technical Level 4	\$107	6	\$642.00
	Professional Level 6	\$168	60	\$10,080.00
				<hr/>
	Labor			\$10,722.00
	Equipment	1.1	0	\$0.00
	Travel	1.0	0	\$0.00
	Per Diem	\$68	0	\$0.00
	Miscellaneous	1.1	0	\$0.00
				<hr/>
	Expenses			\$0.00
	Other	1.1	0	\$0.00
				<hr/>
	Subcontractors			\$0.00
				<hr/>
	Activity 2 Subtotal			\$10,722.00

**TABLE 1-1. FEE ESTIMATE
GIS ASSET MANAGEMENT
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**



3	Activity	Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
	ArcGIS Maintenance & Support	Professional Level 6	\$168	300	\$50,400.00
					Labor
					\$50,400.00
					Expenses
					\$28,800.00
					Subcontractors
					\$0.00
					Activity 3 Subtotal
					\$79,200.00

	Trihydro Total	Add Client Info	TOTAL
Task 1 Project Management	\$7,910	\$0	\$7,910
Task 2 Data Maintenance & Support	\$10,722	\$0	\$10,722
Task 3 ArcGIS Maintenance & Support	\$79,200	\$0	\$79,200
Total	\$97,832	\$0	\$97,832

Notes:

**TABLE 1-2. 2025 PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

Abbreviations

- CL – Clerical
 - PD – Project Director
 - PM – Project Manager
 - CT – CAD Technician
-

Task 3A: Project Management

Activities

- Perform day-to-day project coordination.
- Routine Coordination with NWCWD.
- Review and submit monthly payment requests.
- Prepare monthly progress reports.
- Develop meeting agendas and draft meeting minutes.

Assumptions

- Work to commence January 2, 2025 and run through Dec. 31, 2025.
 - 3.25 hours per month, 45-minute, weekly team meetings with NWCWD; PM.
 - 0.25 hour per month for letter and document formatting; CL.
 - 0.5 hour per month for monthly meeting agendas, minutes, and progress reports; PM.
 - \$100 will cover shipping costs for any required hard copy figures.
-

Task 3B: Data Maintenance & Support

Activities

- Data maintenance and quality control.
- Revise data based on NWCWD staff requests.
- Provide GIS support for routine requests for data from other agencies and contractors.

Assumptions

- Work to commence January 2, 2025 and run through Dec. 31, 2025.
- Additional field data will be written to the Enterprise Geodatabase by NWCWD as it is collected.

**TABLE 1-2. 2025 PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- Data will be collected using the current GPS equipment and ArcGIS Field Maps.
 - New data will be available to NWCWD as soon as it is in the Enterprise Geodatabase.
 - 5 hours per month for data maintenance and routine GIS support; PM.
 - 0.5 hours per month for CAD support; CT.
-

Task 3C: ArcGIS Enterprise Maintenance & Support

Activities

- Administer NWCWD ArcGIS Enterprise and Online content, users, and groups.
- Maintain web maps and applications on NWCWD ArcGIS Enterprise and Online websites.
- Renew annual GPS software subscription.
- Work with NWCWD staff to facilitate GPS equipment accessories purchase, if needed.
- Field data collection support.
- Set up ArcGIS Utility Network.
- Upgrade ArcGIS Enterprise to 11.5.
- Troubleshooting.

Assumptions

- Trihydro GIS staff will maintain current administrative level access to NWCWD GIS systems. This includes server access via remote desktop and administrative login credentials to Enterprise and Online.
- One test deployment of ArcGIS Enterprise and one production deployment of ArcGIS Enterprise will be maintained.
- ArcGIS Enterprise will be maintained at the current version, 11.3.
- ArcGIS Enterprise upgrade to 11.5 will be coordinated with NWCWD and will depend on release date and suitable upgrade time window availability.
- Web maps and apps will not require programming/coding expertise.
- Equipment purchased in 2023 meets data collection needs. Only accessories might need to be purchased.
- Any equipment repairs are covered under the Trimble warranty.
- Subscription costs, hardware maintenance costs, and software maintenance costs from Frontier Precision are included.
 - Trimble Catalyst subscription

**TABLE 1-2. 2025 PHASE III FEE ESTIMATE ASSUMPTIONS
GIS ASSET MANAGEMENT PHASE III
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- \$26,000 will be sufficient to cover subscription costs, hardware maintenance costs, software maintenance costs, and any GPS equipment accessories.
- Equipment costs exceeding the approved budget will need to be approved by NWCWD before purchasing.
- \$200 will cover rental car and fuel expenses for any required travel.
- 2 hours per month for administration; PM.
- 4 hours per month for web map/app maintenance; PM.
- 2 hours per month for field data collection support; PM.
- 40 hours per month for 3 months for ArcGIS Utility Network set up; PM.
- 24 hours for ArcGIS Enterprise upgrade to 11.5; PM.
- 5 hours per month for troubleshooting; PM.

**TRIHYDRO'S 2025
REGIONAL SCHEDULE OF CHARGES**

TRIHYDRO REGIONAL STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2025 - DECEMBER 31, 2025 ^{1, 2, 3}

<u>PERSONNEL</u>	<u>UNIT RATE</u> ^{4, 5}
Senior Principal -----	282.00/hour
Principal-----	265.00/hour
Project Principal-----	250.00/hour
Technical Specialist 4 -----	298.00/hour
Technical Specialist 3 -----	283.00/hour
Technical Specialist 2 -----	265.00/hour
Technical Specialist 1 -----	250.00/hour
Professional Level 12 -----	245.00/hour
Professional Level 11 -----	230.00/hour
Professional Level 10 -----	215.00/hour
Professional Level 9 -----	202.00/hour
Professional Level 8 -----	192.00/hour
Professional Level 7 -----	180.00/hour
Professional Level 6 -----	168.00/hour
Professional Level 5 -----	155.00/hour
Professional Level 4 -----	142.00/hour
Professional Level 3 -----	132.00/hour
Professional Level 2 -----	122.00/hour
Professional Level 1 -----	111.00/hour
Technician Level 8 -----	152.00/hour
Technician Level 7 -----	140.00/hour
Technician Level 6 -----	128.00/hour
Technician Level 5 -----	117.00/hour
Technician Level 4 -----	107.00/hour
Technician Level 3 -----	98.00/hour
Technician Level 2 -----	86.00/hour
Technician Level 1 -----	72.00/hour
Administrative 4 -----	108.00/hour
Administrative 3 -----	93.00/hour
Administrative 2 -----	80.00/hour
Administrative 1 -----	66.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem ^{6, 7} -----	\$68/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies -----	Cost + 10%
Rental Equipment -----	Cost + 10%
Purchased Equipment -----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Project-Specific Cost Estimate
Consumable Field Supplies and PPE -----	See Project-Specific Cost Estimate
Company Vehicles (daily) ⁸ -----	\$100/day min or 67 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
2. Payment of invoices shall be due within 30 days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
3. The rates in this Schedule of Charges are subject to change on December 31, 2025.
4. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
5. Expert testimony services, including but not limited to preparing for and time spent in depositions, arbitration or trial testimony, shall be charged at 3.0 times the individual's billing level. Other expert technical consulting services, including but not limited to research, review, evaluation, and preparation of expert technical opinions and deliverables, shall be charged at 2.0 times the individual's billing level.
6. Any international travel meal per diem will be at cost.
7. Per diem is subject to the CONUS GSA standard rate. Per diem as such will be subject to change throughout the year based on GSA guidance.
8. Minimum charge of \$100/day. Daily mileage exceeding 150 miles is charged at the current IRS rate per mile.





PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2 Date 27 December 2024
"Stantec" Stantec Consulting Services Inc.
Stantec Project # 181301778
3325 S. Timberline Rd. 2nd floor, Ft. Collins, CO 80525
Ph: (970) 212-2773
email: lisa.fardal@stantec.com
"Client" NORTH WELD COUNTY WATER DISTRICT
Client Project #
32825 Weld County Road 39, Lucerne, CO 80646
Ph: (970) 356-3020
email: ericr@nwcwd.org

Project Name and Location: Engineering Support Services

In accordance with the original Professional Services Agreement dated 2 March 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) **December 31, 2025**. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year.

Exhibit A

Project/Task Two: On-call Engineering Support Services

This amendment adds \$100,000 to Task 2.

Scope of work described below: Perform the professional services that may include the following:

- 1) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 2) Assist in reviewing NWCWD design criteria and standards for proposed developments projects.
- 3) Provide engineering assistance and customary civil and engineering design services on various projects, if requested.
- 4) Provide necessary Info Water modeling services on various projects, when requested.
- 5) Prepare reports, if requested.

Effect on Budget: With this amendment, the total approved budget for the North Weld County Water District Engineering Support Services contract totals \$250,000.

Effect on Schedule: This amendment extends the period of performance through December 31, 2025.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.**NORTH WELD COUNTY WATER DISTRICT**Lisa Fardal, PE, PMP,
Senior Project Manager_____
Print Name and Title

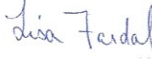
Digitally signed by

Fardal, Lisa

Date: 2024.12.27 11:10:39

-07'00'

Signature



Date Signed:

12/27/2024

Print Name and Title

Signature

Date Signed:

**SECTION 00941
CHANGE ORDER**

No. 004

Date of Issuance: 12/10/24

Effective Date: 12/10/24

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

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

Description:

This Change Order corrects an issue overlooked on CO 003. The Bid Item deduction described in Change Order 003 and the full deduction amount do not equal each other. This results in the need for an additional \$157.23 deduction to the contract price.

Attachments (list documents supporting change):

[MarkedUp]CO_003 Contract Amendment

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$55,425.00

Original Contract Times:

Substantial completion (days or date): 2023-04-19

Ready for final payment (days or date): 2023-05-04

[Increase] [Decrease] from previously approved Change Orders
No. 000 to No. 003:

\$88,143.63

[Increase] from previously approved Change Orders
No. 000 to No. 003:

Substantial completion (days): 2024-10-04

Ready for final payment (days): 2025-02-07

Contract Price prior to this Change Order:

\$143,568.63

[Decrease] of this Change Order:

\$157.23

[No Change] of this Change Order:

Substantial completion (days or date): 2024-10-04

Ready for final payment (days or date): 2025-02-07

Contract Price incorporating this Change Order:

\$143,411.4

Contract Times with all approved Change Orders:

Substantial completion (days or date): 2024-10-04

Ready for final payment (days or date): 2025-02-07

RECOMMENDED:

By: Sweeney, Donovan
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 12/19/2024

Date: 2024-12-11

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**SECTION 00941
CHANGE ORDER**

No. 003

Date of Issuance: 2024-10-29

Effective Date: 2024-10-29

Project: Long's Peak Recharge Basin Project	Owner: North Weld County Water District	Owner's Contract No.:
Contract: Longs Peak - Phase 2		Date of Contract: November 17, 2022
Contractor: Quality Well and Pump		Engineer's Project No.: 227704354

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

Description:

Change Order No. 3 fixes the contract amount to accurately reflect the Work that has been completed.
 Bid No. 16 (Recharge Basin Excavation) included an additional 1.5 ft of excavation which was not completed nor needed due to additional excavation being included in WCD 004. (deduct **\$10,975**)
 Bid No. 17 (Water for Operational Testing) was reduced by ratio of amount delivered (Deduct **\$1,753.6** due to the operational testing which included 20,000 Gal for operational testing and only 6,300 gal was delivered and used).

Attachments (list documents supporting change):

The sum is \$12,728.6

WCD 002, WCD 004

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 55,425.00

[Increase] from previously approved Change Orders No. 000 to No. 002:

\$ 100,715

Contract Price prior to this Change Order:

\$ 156,140

[Decrease] of this Change Order:

\$ 12,571.37

Contract Price incorporating this Change Order:

\$ 143,568.63

Original Contract Times:

Substantial completion (date): 2023-04-19

Ready for final payment (date): 2023-05-04

[Increase] from previously approved Change Orders No. 000 to No. 002:

Substantial completion (date): 2024-10-04

Ready for final payment (date): 2025-02-07

[No Change] of this Change Order:

Substantial completion (date): 2024-10-04

Ready for final payment (date): 2025-02-07

Contract Times with all approved Change Orders:

Substantial completion (date): 2024-10-04

Ready for final payment (date): 2025-02-07

Difference is (\$157.23)

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/21/24

Date: 2024-10-28

SECTION 00690
CERTIFICATE OF FINAL ACCEPTANCE

TO: Mitch Davee

39525 US Hwy 85

Ault, CO 80610

Contractor:

You are hereby notified that on the 11 day of December, 2024, the Owner

has accepted the work completed by Quality Well and Pump for the
Long's Peak Recharge Basin Project. A check is attached hereto in the amount of \$ 9,9,20.57
as Final Payment for all work done, subject to the terms of the Contract Documents which are dated
November 17, 2022.

In conformance with the Contract Documents for this project, your obligations and guarantees will
continue for the specified time from the following date: December 11, 2025.

Sincerely,

Owner: North Weld County Water District

By: _____

Title: _____

Attest: _____

Title: _____

SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Long's Peak Recharge Basin Project

Owner: North Weld County Water District

Owner's Contract No.:

Contract: Construction Services

Engineer's Project No.: 227704354

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

December 10, 2024

 Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Review pay application when prepared

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Sweeney, Donovan

Digitally signed by Sweeney, Donovan
DN: CN="Sweeney, Donovan", OU=Internal,
OU=users, OU=stantec, DC=corp, DC=ads
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2024.12.11 08:27:26-0700'

Executed by Engineer

Date



Accepted by Contractor

Date

11/16/25

Accepted by Owner

Date



North Weld County Water District

Start January 1, 2025





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Introduction

Silver Peaks Accounting Services, LLC

Hi Eric,

Here's the new agreement for your approval. Note there are no changes since your last agreement other than the fee structure.

Thank you,

Jessica

Services

ACCOUNTING SERVICES

Monthly Accounting Services

We will perform the bookkeeping function of your Company by recording all cash receipts and cash disbursements in your QuickBooks Online file. You will supply us with accountant user access to your Quickbooks Online file. You agree to provide us the following documents on a weekly basis: cash receipt reports and deposit slips, purchase orders, invoices, and miscellaneous cash disbursements; and on a monthly basis: bank statements, payroll, and sales tax (if applicable) reports.

Each month we will reconcile your checking, savings and credit card accounts with the bank statement for proper account balance and to identify any errors. We will not review cancelled checks. We will make correcting entries directly into QuickBooks and identify the specific source of each adjustment.

We will classify receipts and disbursements based upon information you have given to us related to the nature of the item. You agree to review the reports we provide you each month and to tell us of any changes necessary in the classification or distribution of the transactions. Unless you tell us of a change, we will assume that all transactions have been properly coded and have been posted to the correct accounts. These ledgers will then be used as appropriate in the preparation of the compiled financial statements as outlined below.

Preparation of Financial Statements

We will prepare, from information you provide, the interim balance sheets and related statements of income in accordance with the "preparation standards" as set forth in the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and applicable ethical principles established by the AICPA's Code of Professional Conduct. The financial statements will not include a statement of cash flows and related notes to the financial statements as required by accounting principles generally accepted in the United States of America.

The objective of this service is to prepare your financial statements in accordance with the financial reporting framework – Financial Reporting Framework for Small to Medium Sized Entities ("FRF for SMEs"). We will not audit, review, or compile these financial statements. Given the limited nature of our engagement, no report will accompany the financial statements and each page of the financial statements will clearly indicate that no assurance is provided.

Should management require a different level of service for the aforementioned financial statements in addition to, or in place of, the limited preparation services described in this letter (i.e., compilation, review, or audit), we will issue an updated engagement letter for such services.

As preparation services differ significantly from a compilation, review, or an audit of financial statements, the information provided by management will not be verified, corroborated, compiled, reviewed, or audited. Additionally, this service does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (e.g., cancelled checks or bank images); or performing other procedures ordinarily occurring in an audit or review of financial statements. Therefore, this service does not provide a basis for expressing an opinion or a conclusion; nor will we express any level of assurance on the financial statements being prepared. Accordingly, no form of assurance will be given on the financial statements. If, for any reason, we are unable to complete the preparation of your financial statements, we will not issue such statements as a result of this service.




Pricing

ACCOUNTING SERVICES

Billed every month
From January 1, 2025, until change required

\$2,100.00

✓ Monthly Accounting Services



General Terms and Conditions

December 5, 2024

Dear Eric Reckentine,

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

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

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

Other Matters

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

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

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

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

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

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

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

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

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

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

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

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

Confirmation of Terms

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

Yours sincerely,

Jessica A. Gonifas
Jessica Gonifas, CPA
Silver Peaks Accounting Services, LLC

Acknowledgment of Terms of Engagement


By signing below, I confirm I have the authority to contract on behalf of North Weld County Water District I hereby agree to the terms of engagement dated January 1, 2025 of Jessica Gonifas as set out above in this letter of engagement.

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

Signed: 

Print Name: Eric Reckentine

Date: 12/20/24



Service Terms and Conditions

Monthly Accounting Services

Jessica Gonifas, CPA is the engagement partner for the preparation services specified in this letter. Her responsibilities include supervising Silver Peaks Accounting Services, LLC's services performed as part of this engagement.



Agreement Summary

Sender	Silver Peaks Accounting Services, LLC
Sent Date	Thursday, December 5, 2024 12:01 PM
Recipient	North Weld County Water District
Effective Start Date	January 1, 2025
Payment Authority	None
Payment Method	None
Document ID	prop_m5dyozsxadnaamaafkza
Status	Awaiting Acceptance

Silver Peaks Accounting Services, LLC | Powered by Ignition

Final Audit Report

2024-12-17

Created:	2024-12-16
By:	Analyn Pague (analyn@silverpeakscpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZT_uisX33LXH6yDFzVzbiAlHayHIZJ3U

"Silver Peaks Accounting Services, LLC | Powered by Ignition" History

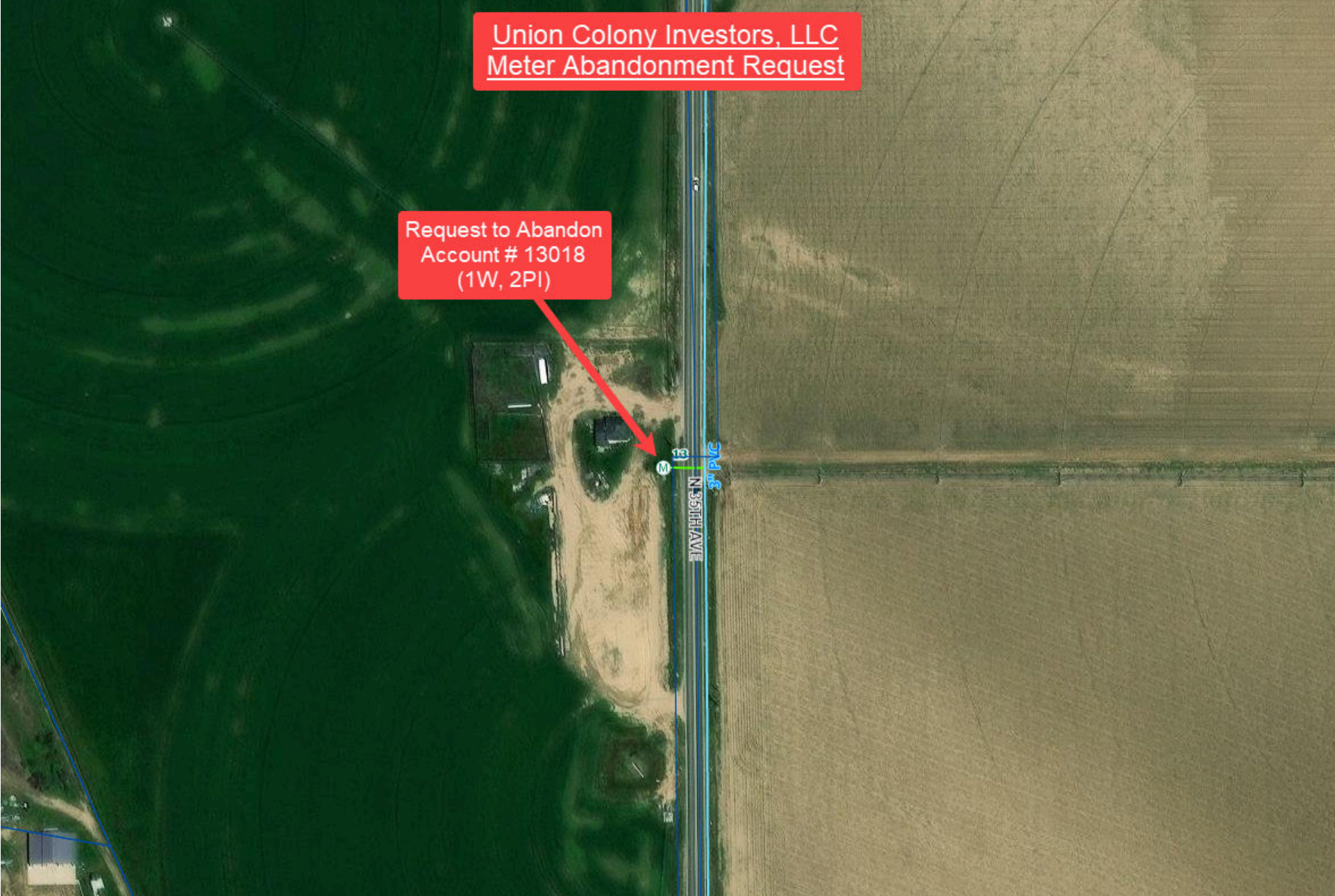
-  Document created by Analyn Pague (analyn@silverpeakscpa.com)
2024-12-16 - 7:32:25 PM GMT
-  Document emailed to Jessica Gonifas (jessica@silverpeakscpa.com) for signature
2024-12-16 - 7:32:29 PM GMT
-  Email viewed by Jessica Gonifas (jessica@silverpeakscpa.com)
2024-12-16 - 7:32:46 PM GMT
-  Document e-signed by Jessica Gonifas (jessica@silverpeakscpa.com)
Signature Date: 2024-12-17 - 6:28:35 PM GMT - Time Source: server
-  Agreement completed.
2024-12-17 - 6:28:35 PM GMT

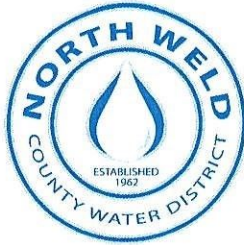
Union Colony Investors, LLC
Meter Abandonment Request

Request to Abandon
Account # 13018
(1W, 2PI)

M 13

N 3511 HWY
3rd P/C





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

ABANDON METER REQUEST FORM

Account Number: 13018

Premise Address: 2201 N. 35th Avenue, Greeley, CO 80634


Legal Description: PT SE4NE4 26-6-66 BEG SE COR NE4 N17.5 RDS W32 RDS S17.5 RDS TO S LN E32 RDS TO BEG (3A) ALSO PT E2NE4 LYING S OF RD EXC BEG SE COR NE4 N17.5 RDS W32 RDS S17.5 RDS TO S LN E32 RDS TO BEG ALSO PT NE4SE4 BEG NE COR SE4 S1263' N59D15'W 752' NLY 932.5' TO N LN NE4SE4 990.5'W OF NE COR E990.5' TO BEG (2R)

Owner Name: Union Colony Investors, LLC

I/We request that North Weld County Water District abandon the above referenced account and meter. The request to abandon the meter will be effective on the date listed below. I/We understand that abandoning the meter removes the physical meter and appurtenances and water service to the property through the above-mentioned meter is terminated.

In the event that water service is desired again at the above-mentioned property, the owner will be required to follow the District's steps for obtaining a new water meter and pay for the meter and allocations at the then current cost.

Alternate water source for property: N/A

Agreed to by 
Owner or Agent for Union Colony Investors, LLC
Date 12-10-24

Eric Reckentine
District Manager, North Weld County Water District

Date _____

**RAW WATER DEDICATION AGREEMENT
(Residential Tap)**

This Raw Water Dedication Agreement (the “**Agreement**”) is made and entered into this ___ day of _____ 2025, by and between Foss Dairy Farm, LLLP (the “**Dedicator**”) and the **North Weld County Water District**, acting by and through the North Weld County Water District Enterprise (the “**District**”). The Dedicator and the District are collectively referred to herein as the “**Parties.**”

RECITALS

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

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

WHEREAS, the Dedicator has a contract with Northern Colorado Water Conservancy District (“**Northern**”) for two (2) Units in the Colorado – Big Thompson Project (“**C-BT Units**” or “**Units**”) represented by Allotment Contract No. 9135, which upon approval by Northern, will be dedicated to the District; and

WHEREAS, pursuant to § 32-1-1006(1)(e), C.R.S., the District is empowered to acquire water rights provided that, pursuant to § 32-1-1001(1)(f), C.R.S., such water rights are not required to be dedicated for public use pursuant to any governmental ordinance, regulation or law, and, if they are, provided that such water rights are not considered to be real property; and

WHEREAS, the Units are not required pursuant to § 32-1-1001(1)(f), C.R.S., to be dedicated for public use pursuant to any governmental ordinance, regulation or law, and, as such, are not real property, and, therefore, the District is permitted to acquire them from the Dedicator; and

WHEREAS, Dedicator desires to dedicate to the District the Units, as additional water resources for the benefit of Dedicator’s residential meter number 1036, located at 32970 County Road 59, Gill, CO 80624 (the “**Tap**”), upon the following terms and conditions and subject to the following contingencies and

WHEREAS, the Parties desire to enter into this Agreement for the dedication of the Units to the Tap as more particularly set forth herein.

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

TERMS AND CONDITIONS

1. Transfer and Dedication. For purposes of this Agreement, the dedication date shall be the date on which the District receives official written notification from Northern that the transfer of the Units from the Dedicator to the District has been approved (“**Dedication Date**”). The Parties agree that the Units, including any water allotted to the Units, are to be transferred and dedicated to the District for the benefit of the Dedicator beginning on the Dedication Date, and thereafter, subject to the terms and conditions of this Agreement.

2. Northern Approval Contingency. The transfer and dedication of the Units, and the District’s obligations hereunder, are expressly contingent upon the approval of Northern of the transfer of the Units to the District. The Dedicator shall complete and execute an application for change of allotment for the Units and related documents for submission to Northern for approval of the transfer of the Units, which documentation shall designate the District as the transferee of the Units. If Northern denies the application, the Dedicator shall in good faith seek to remedy any deficiencies and request approval at the next meeting of Northern. However, if despite Dedicator’s good faith effort, the contingency is not satisfied as of April 30, 2025, this contingency shall be deemed unfulfilled and this Agreement shall terminate and be of no further force or effect.

3. Title. Title to the CBT Units shall be merchantable in the Dedicator and the Dedicator shall provide District with a copy of the water allotment contract(s). The Dedicator shall take all actions necessary to effectuate the timely transfer and dedication of the CBT Units to the District. Any transfer fee for the transfer of the Units from the Dedicator to the District shall be paid by the Dedicator.

4. Warranty. The Dedicator warrants that title to the CBT Units will be conveyed free and clear of all deeds of trust, liens, security interests, financing statements, prior or preemptive rights to purchase, liens, encumbrances and assessments, leases or other pending sales agreements or first rights of refusal (collectively, “**Liens**”).

5. Assessments. All assessments due or made by Northern for 2024 and otherwise prior to the date the Units are transferred to the District shall be paid by the Dedicator. All assessments due for 2025 and assessments associated with the transfer to municipal use shall be the responsibility of the District.

6. Survival. The representations, warranties and indemnities made by the Parties to this Agreement and the covenants and agreements to be performed or complied with by the Parties under this Agreement shall be deemed to be continuing and shall survive the transfer and dedication of the CBT Units to the District.

7. Cooperation to Effectuate this Agreement. The Parties will cooperate with each other and execute and deliver such other instruments and take such other steps as may be necessary to effectuate all the provisions of this Agreement. All documents required from the Dedicator to transfer the Units on Northern’s records shall be completed, executed, and delivered to Northern by January 31, 2025, or such earlier date as may be required by Northern.

8. District Option to Void the Agreement. This Agreement shall be voidable at the District's option at any time prior to the Dedication Date in the event that the District's Board of Directors determines, in its sole and absolute discretion, that the Units are not suitable to meet the District's requirements as set forth in the Resolution, bylaws, rules, regulations, and policies.

9. Governing Law.

- a. *Venue.* Venue for all actions arising from this Agreement shall be in the District Court in Weld County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.
- b. *Choice of Law.* Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

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

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

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

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, successors and assigns.

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

15. Headings. Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

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

17. Legal Advice. All Parties are hereby advised to seek competent tax and/ or legal advice regarding this transaction.

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

19. Notice of Acceptance; Counterparts. If this Agreement is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on _____, 2025, this instrument shall become a binding contract between the Dedicator and the District, and shall inure to the benefit of their respective successors and assigns. If this Agreement is not accepted by all Parties by said date, this Agreement shall become null and void, and of no effect. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete copy between the Parties. Facsimile (fax) or e-mailed copies of original documents containing signatures of the Parties shall be valid and binding upon the Parties.

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

[Remainder of Page Intentionally Blank. Signature Pages Follow]

Dedicator:

By: Robin Mancis, owner
_____, Manager Date
1/7/2025

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this ___ day of _____ 20___,
by _____ as _____ of _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

*Dedicator's Signature Page to Raw Water Dedication Agreement, dated _____
_____, 202_*

District:

**NORTH WELD COUNTY WATER DISTRICT,
A SPECIAL DISTRICT CREATED AND
AUTHORIZED BY C.R.S. 32-1-101 ET SEQ.**

By: _____
District President Date

Attest: _____

District _____

Date

Seal:

*District's Signature Page to Agreement for Raw Water Dedication Agreement, dated
_____, 202_*

ESTIMATE

Talos Technologies
PO Box 620053
Littleton, CO 80162

accounting@talostechsystems.com



Bill to

Garret Mick
North Weld County Water
32825 Weld County Rd 39
Lucerne, CO 80646

Ship to

Garret Mick
North Weld County Water
32825 Weld County Rd 39
Lucerne, CO 80646

Estimate details

Estimate no.: 1030
Estimate date: 11/18/2024

Product or service	Description	Qty	Rate	Amount
Firewall Managed Services	1 Year of Firewall Management (does not include licensing) includes, logging (must have cloud logging license), user management, remote access management, patching and firmware updates, security fabric maintenance, policy and rule review and maintenance, policy and rule additions. ***Note***rule additions are limited under this service, while we are happy to make modifications and additions to support existing infrastructure, additions that are labor intensive for the integration of new systems and services will incur additional charges. This covers the HA pair.	1	\$1,625.00	\$1,625.00
Switch Managed Services	1 year switch managed services (does not include licensing) includes, firmware updates and VLAN and network management for existing infrastructure. Covers two 108F switches.	2	\$340.00	\$680.00
SCADA VM Maintenance and Service	1 year maintenance and service on server edition Virtual Machine for SCADA. This includes whitelisting, patching, backup software, specialized EDR software for OT, remote monitoring and automated alarm integration into ticketing system.	1	\$2,635.00	\$2,635.00
Domain Controller VM Maintenance and Support	1 year maintenance and service on server edition Virtual Machine hosting Domain Controller. This includes user management, user environment maintenance and	1	\$1,955.00	\$1,955.00

management, group policy management, whitelisting, patching, backup software, specialized EDR software for OT, remote monitoring and automated alarm integration into ticketing system.

Hypervisor Support and Maintenance	1 year maintenance and service of server Hypervisor (ESXI, HyperV, etc.). This includes whitelisting, patching, automated or manual backups taken whenever environmental changes are made (depends on hypervisor support), monitoring and automated alarm integration into ticketing system.	1	\$680.00	\$680.00
FortiClient ZTNA EPP/ATP User License	FortiClient Zero Trust Access + End Point Protection and Advanced Threat Protection	10	\$56.00	\$560.00
FortiToken Cloud MFA 1 User	FortiToken Cloud MFA 1 Year	10	\$52.00	\$520.00
Remote Backup and Testing Services	Includes full backup performance monitoring and cloud storage. We are notified of any failed backups so we can take proper remediation steps. Backups for each device are tested quarterly known good backups are then archived. Customer is provided with documentation of testing and restored backups for compliance purposes.	1	\$1,538.00	\$1,538.00
On Boarding Service	MSSP on boarding services include setting up customer accounts, installing all software and monitoring systems, creating notification rules and automation's, setting up client end points configuring ZTNA policy and providing end user training. This is an estimate only, actual cost will be billed for time and materials. This estimate is for 12 hours.	1	\$2,040.00	\$2,040.00
Fortigate 70F Bundle w/ Programming	Fortigate 70F Bundle w/ 1 Year Licensing and Programming 50% hardware discount applied exclusive to Fortinet partners. Existing 60Fs must be returned. Includes: Industrial Security Service (1 yr) Advanced Malware Protection (1 yr) Fortiguard IPS (1 yr) Forticloud Analysis and log retention (1 yr)	2	\$1,662.00	\$3,324.00
FortiSwitch-108F 1 Year FortiCare Premium Support	FortiSwitch-108F 1 Year FortiCare Premium Support	2	\$65.00	\$130.00
Contract Field Service	Field Service Mileage and Travel Time	1	\$375.75	\$375.75
Total			\$16,062.75	

Note to customer

Quotes are valid for 30 days.Talos requires down payment of licensing and materials to begin work after entering into contract.This

quote covers all software maintenance, whitelisting, patching, agents, security software and management. It does not cover full managed services, meaning if a server has a complete failure it will be billed at service labor rates to rebuild or if there is a bad actor trying to access the network at 3AM we will take necessary blue team action to defend the network and will bill at after hours service labor rates. Estimated on-boarding fees are included (these will be billed at time after on-boarding is complete), this is a one time fee. Fortigate 70Fs at %50 hardware cost with 60F trade-in. Requires on-site visit to exchange. Full licensing for (2) Firewalls and (2) Switches, current licensing expires Jan 05 2025.

Accepted date 12/11/2024

Accepted by

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is made and entered into on (“Effective Date”) by and between Talos Technologies LTD (“Talos Technologies”), a Colorado limited liability company, with an address of 6462 S Miller St, Littleton, CO 80127 and (“Client”), a (“Business Type”), with an address of (“Business Address”). The terms defined herein shall have the meaning specified in this Agreement. Talos Technologies and Client may be individually referred to as a “Party” and collectively as the “Parties”.

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 Services that are listed to be performed therein by Talos Technology. This Agreement and any PO may be terminated by either Party for any reason, upon at least 30 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, Client shall pay Talos Technologies all amounts owed by Client under the terminated PO. If this Agreement is terminated in full, all amounts owed under it will be due on the earlier of (1) the agreed upon due date in the PO or (2) thirty days after this Agreement terminates. 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 Talos Technologies 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 Talos Technologies in its sole and absolute discretion.

Either Party shall be entitled to terminate this Agreement immediately if the other Party:

- (i) commits any breach of this Agreement and fails to remedy that breach within 10 days of written notice of that breach (the ten (10) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Agreement may be terminated by written notice immediately);
- (ii) dissolves or liquidates;
- (iii) fails to continue to provide services to both the other Party and the public in general, the other Party terminates its existence, or the other Party ceases to carry on business in the normal course; or
- (iv) if the other Party files for voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the other Party, or the other Party becomes insolvent, or makes an assignment for the benefit of creditors.

Further, Client agrees that Talos Technology may terminate the Agreement with seven (7) days’ written notice if any invoice under this Agreement is not paid by its due date and payment in full is not made within the seven-day notice period.

2. SERVICES

Subject to the terms and conditions set forth herein, during the term, Client shall engage Talos Technologies, and Talos Technologies shall provide to Client, certain cybersecurity management services

as listed on one or more POs (collectively, the “Services”). Each Purchase Order, Work Order, or Statement of Work (individually, a “PO” and collectively, the “POs”) that is entered into by the Parties with each acting as an amendment to this Agreement. 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 and is incorporated into this Agreement by reference. If there is a conflict between this Agreement and a PO, the terms of this Agreement will prevail unless explicitly stated otherwise in the PO in which case the terms in that PO will prevail for that PO and the Services to be rendered under that PO only.

Talos Technologies shall manage and complete each PO. Without affecting the foregoing, Talos Technologies shall allocate the resources described in the PO to enable it to comply with this obligation. Client agrees and acknowledges that resources may not be dedicated solely to Client and may be shared between clients and various POs.

Talos Technologies shall co-operate with Client in all matters relating to each PO and appoint a “Talos Project Manager”, who shall have authority to commit Talos Technologies on all matters relating to the Agreement and all POs. Client shall co-operate Talos Technologies in all matters relating to the POs and appoint a “Client Project Manager”, who shall have authority to commit Client on all matters relating to this Agreement and the POs. Each PO may have different managers depending on the scope of the PO. Unless otherwise stated in an PO (in which case the Project Manager listed will apply to that PO only), the Talos Project Manager is _____ and the Client Project Manager is _____.

If Talos Technologies or Client wishes to replace a member of the other’s Project Team, Talos Technologies or Client (as the case may be) shall seek the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed. The Parties agree that approval will not be necessary in the case of termination of an employee or of the resignation of an employee, in which case the Party will notify the other as soon as reasonable of the replacement. The Parties agree that all decisions made by the Project Manager prior to notice being received that the Project Manager is replaced will be binding on the Party.

Client agrees and acknowledges that certain tests run by Talos Technologies under a PO may disrupt Client’s services while testing is being done. Client agrees and acknowledges that it will notify Talos Technologies in writing of any time periods where testing may not be completed. Talos Technologies will work with Client to ensure that testing is not done during such times. Client agrees and acknowledges that if any tests are agreed to be run on third-party systems, Client will be responsible for receiving approval from the third-party prior to testing. Failure to receive approval may result in additional fees which will be the responsibility of Client or a change in the time frame for such testing to be run.

Client agrees and acknowledges that while in most instances security testing will not result in negative issues with Client’s operational or information technology systems, due to the nature of security testing unforeseen issues may arise. Client is responsible for ensuring that all systems where testing will occur will be backed up prior to testing taking place.

Client agrees and acknowledges that it is Client’s responsibility to notify Client’s information technology provider and/or internal information technology department that Talos Technologies is performing security testing. Talos Technologies agrees and acknowledges that it will coordinate all testing with Client’s provider/department upon reasonable request. Client is responsible for all fees incurred by Client’s information technology provider and/or internal information technology department incurred due to Talos Technologies’ services.

3. CHANGE REQUESTS

If either Party wishes to make any change to a PO, the Parties shall discuss the change and if the Parties desire to proceed with the Change, the requesting Party shall draft and submit a "Change Request" outlining the changes to the PO to the other Party.

The other Party shall respond to such Change Request within five (5) Business Days from the date of receipt of the Change Request. Client and Talos Technologies agree and acknowledge that any Change Request may result in changes to fees owed to Talos Technologies and/or may change any dates that Services are to be provided. Any further changes proposed by the other Party in response to a Change Request shall be in writing as a supplement to the Change Request. Client and Talos Technologies agree and acknowledge that Change Requests may be denied for any reason (or no reason), provided however, if Client does not agree to a proposed Change Order requested by Talos Technologies, Talos Technologies may be unable to provide further Services.

Once a Change Request is signed by the Client Project Manager and Talos Project Manager, the Change Request shall be immediately effective, and Client and Talos shall perform their respective obligations in accordance with such Change Request.

4. CLIENT OBLIGATIONS

Client shall (1) cooperate with Talos Technologies in all matters relating to each PO; (2) provide, in a timely manner, such information as Talos Technologies may request in order to carry out each PO; (3) ensure that backups have been completed on any systems that Talos Technologies will be testing; and, (4) notify all third parties if testing will be completed on their systems as part of the Services and receive prior authorization for such testing.

During the term of this Agreement, Client shall provide Talos Technologies access to and use of their information and operational technology (collectively, the "Network") including, but not limited to, their internet connections, all third-party products installed, and all hardware and software components related thereto including those that are remote and on-site as determined by Talos Technologies, for the purpose of providing the Services. Further, Client shall provide Talos Technologies 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 Talos Technologies, in writing, any known or observed material deficiencies in any third-party products. Client shall cooperate with and follow the instructions given by Talos Technologies' technical support representatives. Client acknowledges and agrees that Talos Technologies' support services are subject to Client's support and commitment to providing time/scheduling for Network reboots when needed. Client agrees and acknowledges that the ability to provide the Services is predicated on Client satisfying recommended backup schemes, having appropriate antivirus software with current updates, and implementing security procedures suggested by Talos Technologies during the Term.

Client agrees and acknowledges that Talos Technologies spends time, energy, and money on securing and developing personnel. Client agrees that during the Term of this Agreement and for a period of two years following the termination of this Agreement, Client will not recruit or hire any employee of Talos Technologies ("Personnel"), nor will Client directly or indirectly contact or communicate with any Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with any person, firm or entity other than Client (b) to provide services to Client except as an employee of Talos Technologies. Client agrees that, in the event of a breach of this provision, Client shall pay Talos

Technologies a fee equal to fifty percent (50%) of such Personnel's annual salary at the time of employment by Client which will be considered a placement fee.

Client shall provide Talos Technologies with at least seven (7) business days advance notice of any new hires that require setup or configuration of systems. This advance notice allows Talos Technologies to allocate the necessary resources and ensure timely setup. Failure to provide such notice may result in delays and additional charges.

5. EXCLUSIONS FROM SERVICES.

Client agrees and acknowledges that the following are excluded from the Services unless explicitly agreed to in writing by Talos Technologies:

- (i) **Mobile Network and Personal Home Network Exclusions:** Talos Technologies does not provide support for issues related to mobile networks, cell phones, or personal home networks/equipment/signal issues. Support is limited to business-related equipment and networks only, unless explicitly agreed otherwise in writing and bundled with Mobile Device Management (MDM) services. Client agrees and acknowledges that Talos Technologies will not provide any support services for remote employees in regard to their equipment at this remote location or help with their networks at their remote location.
- (ii) **On-Site Work Discretion:** On-site work shall be at the sole discretion of Talos Technologies and shall be determined on a case-by-case basis as agreed in the applicable PO. Talos Technologies shall have the right to determine the necessity, scope, and duration of any on-site work required to fulfill its obligations under this Agreement.
- (iii) **Administrative Access:** Talos Technologies shall not provide administrative access to Client's systems unless explicitly delegated in writing with a specific set of credentials. Any administrative access provided shall be subject to strict control and usage guidelines as agreed by both Parties in writing.
- (iv) **Break Glass Credentials:** Break Glass Credentials are supplied to Client for emergency use only. Clients shall incur a penalty for using break glass credentials in non-emergency situations. These credentials are intended solely for use in the event of an emergency where Talos Technologies is unable to provide support, or as legally required, and not for non-critical purposes. Unauthorized use of break glass credentials shall result in a penalty of \$5,000 per incident, and Talos Technologies reserves the right to seek additional damages for any resulting harm or disruption.
- (v) **No Responsibility for Upstream Provider Downtime:** Talos Technologies shall not be held responsible for any downtime, service interruptions, or other issues caused by upstream providers, including but not limited to O365, VoIP providers, internet service providers, Fortinet, and other third-party vendors. Client acknowledges that Talos Technologies has no control over the performance or reliability of such upstream providers.
- (vi) **No Support for Third-Party Access Issues:** Talos Technologies shall not provide support for issues arising from third parties accessing Client's environment or infrastructure. This includes, but is not limited to, troubleshooting email delivery issues, handling encrypted emails, or setting up VPN access for third-party vendors or contractors. Client is responsible for ensuring that third parties have the necessary knowledge and resources to access and use Client's systems.

6. FEES/DEFAULT PAYMENT TERMS

Talos Technologies shall submit invoices for all amounts due to Talos Technologies (collectively, the “Fees”) and all other expenses as specified in each PO. If not stated in the PO, Fees and expenses will be billed monthly. Client must pay Talos Technologies’ invoices in accordance with the payment schedule shown in a PO. If there is not a payment schedule in a PO, payment terms are twenty (20) days from sending of an invoice.

If any sum payable under this Agreement is not paid 10 days after the due date for payment, Talos Technologies reserves the right to charge interest on that sum at 24% interest per annum compounded daily or the highest interest allowed by law if such amount is less than 24% without prejudice to the Talos Technologies’ other rights and remedies.

Services that are performed without a PO will be charged at the then-in-effect hourly rate, which is \$190.00 an hour as of January 1, 2024, with an annual increase of the greater of 5% or CPI each year on January 1. Such Services will be billed monthly. In addition to yearly automatic increases, Talos Technologies reserves the right to implement price increases for Services upon providing at least 60 days advance written notice to Client.

Client agrees and acknowledges that Talos Technologies may stop all Services if an invoice is not paid within 7 days of the invoice’s due date. If Services are stopped due to non-payment, additional fees may be owed to restart the Services.

Client agrees and acknowledges that the amounts set out in this Agreement and any applicable POs do not include any applicable Tax relating to the Services provided by Talos Technologies to or for Client pursuant to the Agreement or any use of such Services by Client. Unless specifically agreed to by Talos Technologies that Talos Technologies will be responsible for collecting and remitting Taxes, Client is responsible for the remittance of any Tax due on the Services. If Talos Technologies has agreed to or collects Taxes from Client or if Talos Technologies is penalized for failing to maintain a tax registration in applicable state and/or city, Talos Technologies shall indemnify, defend and hold harmless Client (a) for Taxes not paid timely to the applicable taxing authorities after Talos Technologies received timely payment of such Taxes from Client and any related penalties and interest arising therefrom and/or (b) for penalties and interest that may be assessed against Talos Technologies for failure to maintain a tax registration in the applicable state and/or city and/or for failure to collect and remit Taxes if required by applicable Law. If Talos Technologies has not agreed to collect Taxes from Client, Client shall indemnify, defend and hold harmless Talos Technologies (a) for Taxes not paid timely to the applicable taxing authorities and any related penalties and interest arising therefrom and/or (b) for penalties and interest that may be assessed against Talos Technologies for failure to collect and remit Taxes. For purposes of this Agreement, “Tax” means all transfer, notarial, filing, recordation, goods, services, sales, use, documentary, VAT, stamp and all other similar taxes and other like charges, applicable to the Fees invoiced by Talos Technologies for Services performed hereunder and chargeable to Client and includes local, city, county, state, and federal taxes.

7. WARRANTIES; DISCLAIMER

Talos Technologies 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 non-conforming Service within a commercially reasonable time. Except as set forth in the preceding sentence, Talos Technologies 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. Talos Technologies' Services and equipment are provided "as-is" without any warranty whatsoever. Client recognizes that the as-is clause of this Agreement is an important part of the basis of this Agreement, without which Talos Technologies would not have agreed to enter this Agreement.

Talos Technologies 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, Talos Technologies 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. Talos Technologies will have no liability for loss or recovery of data or programs or loss of use of the Network. Client is solely responsible for ensuring that Client maintains appropriate backups of the Network and all information contained therein and having appropriate insurance on all equipment contained on the Network.

Talos Technologies makes no warranty of any kind, whether express or implied, with regard to any products, software, content, equipment, or hardware obtained by Talos Technologies from one or more third parties for or on behalf of Client. Talos Technologies' 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 has glitches or unforeseen errors, and consequently, Talos Technologies makes no warranties and disclaims any and all warranties that any such software will function without interruption. Client agrees and acknowledges that for all equipment and hardware purchased through Talos Technologies, Client's only recourse for any issues with such equipment and hardware is the manufacturer's warranty.

8. LIMITATION OF LIABILITY/INDEMNIFICATION

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. For any Client who is a government entity under the laws of the State of Colorado, 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 Colorado Government Immunity Act, 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. Talos Technologies' 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 Talos Technologies on the applicable PO giving rise to the claim for damages or the total amount paid to Talos Technologies for Services in the twelve months prior to the incident creating liability, whichever is less. 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.

Client agrees and acknowledges that the liability limit listed above only to the Services provided under this Agreement and shall not include any project or hardware sales, which shall be separately accounted for to prevent any artificial inflation of the liability limit.

Client shall indemnify, defend, and hold Talos Technologies, its owners, employees, officers, agents, affiliates, and representatives harmless from and against all liability, demands, damages, losses, and expenses (including attorney fees), for death, personal injury, illness, property damage, noncompliance with applicable laws and any other claim, proceeding, demand, expense, and liability of any kind whatsoever, in connection with or arising out of the use by Client, its directors, officers, or employees of the Services, including any recommendations of such Services, of Talos Technologies.

9. INDEPENDENT CONTRACTORS

Talos Technologies 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 Talos Technologies may, on behalf of Client, purchase products and/or software necessary to perform the Services hereunder.

10. TABOR COMPLIANCE

For any Client who is a government entity under the laws of the State of Colorado, such Client may appropriate funds out of each yearly budget to pay for the cost of Services. Nothing in this Agreement 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 Agreement to exceed the amount appropriated without the express written consent of Client.

11. IMMIGRATION COMPLIANCE

Talos Technologies shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement nor contract with any subcontractor that fails to certify to Talos Technologies that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Talos Technologies 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). Talos Technologies 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.

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

12. CONFIDENTIAL INFORMATION

Confidential Information. For purposes of this Agreement, the term “Confidential Information” will include any information revealed to a Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) regarding the Disclosing Party that is not public information including: any software created by, for, or owned by the Disclosing Party; any information about the corporate structure or dealings of the Disclosing Party; any and all proprietary information of any nature or kind; technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, the Disclosing Party’s lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed, innovations, information; records and specifications owned or licensed by the Disclosing Party and/or used by the Disclosing Party in connection with the operation of its business including, without limitation, the Disclosing Party’s business processes, methods, customer lists, accounts and procedures by the Disclosing Party, either directly or indirectly in writing or orally. Receiving Party acknowledges that while this Agreement is in effect, Receiving Party will have access to and become acquainted with the Disclosing Party’s Confidential Information. Receiving Party agrees that Receiving Party will not disclose any of the aforesaid, directly or indirectly, or use any Confidential Information in any manner, either while contracted with the Disclosing Party or at any time thereafter, except as required in the course of this Agreement. All Disclosing Party handbooks, customer lists, franchise information, files, policies, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, advertising information, employee lists or information, notebooks, and similar items relating to the business of the Disclosing Party, whether prepared by Receiving Party or otherwise coming into Receiving Party’s possession, shall remain the exclusive property of the Disclosing Party. Receiving Party shall not retain any copies of the foregoing without the Disclosing Party’s prior written permission. Upon termination of this Agreement for any reason, or whenever requested by the Disclosing Party, Receiving Party shall immediately deliver to the Disclosing Party all such files, records, documents, specifications, information, and other items in Receiving Party’s possession or under Receiving Party’s control.

Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third-party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. The Parties agree that the five-year limit will not apply to the Talos Technologies Software which will be protected for the greater of five years or for as long as it is protected under trade secret law

Each Party shall observe and comply with all present and future laws, ordinances, orders, rules, and regulations of all governmental units or other agencies, departments, authorities, boards, or commission having jurisdiction over or related to the use of Confidential Information. In the event that Receiving Party receives a request by valid deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of the existence, terms and circumstances of such request so that a protective order or other appropriate remedy may be sought and/or compliance with the terms of this Agreement may be waived. In the event that such protective order or

other remedy is not obtained prior to the date the Receiving Party is legally required to comply with such request, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information

Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate. For any Confidential Information saved in backups, the Parties agree that such Confidential Information may not be destroyed or erased immediately, but will be destroyed as such backups are erased and/or destroyed.

At the termination of this Agreement or if the Disclosing Party so requests, except as required to comply with law, the Receiving Party shall promptly cease any and all use of and return to the Disclosing Party or destroy all Confidential Information in the Receiving Party's possession or in the possession of the Receiving Party's Representatives and provide written certification of such return and/or destruction to the Disclosing Party. Such return or destruction shall not abrogate the continuing obligation of confidentiality hereunder. The Parties agree that this means that all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, shall be destroyed or erased, as appropriate with the exception that any Confidential Information saved in backups will be destroyed as such backups are erased and/or destroyed.

The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship. Each Party further acknowledges and confirms to the other Party that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by either Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Confidential Information made available to the other Party; the Receiving Party is responsible for making its own evaluation of such Confidential Information.

13. INSURANCE

Client is required to maintain cyber insurance coverage adequate to cover potential risks associated with cybersecurity incidents. Client shall provide proof of such coverage to Talos Technologies upon request, and such proof shall be subject to review by a qualified third-party to ensure compliance with industry standards.

Client agrees and acknowledges that Client is responsible for obtaining and keeping general liability insurance, property insurance, and all other insurances deemed necessary by Client. Any Services provided under this Agreement are not a substitute for having proper insurance.

14. INTELLECTUAL PROPERTY.

Client agrees and acknowledges that Talos Technologies is the sole owner of all trade secrets, rights in Confidential Information and all other intellectual property rights of whatever nature relating to the Services provided to Client pursuant to this Agreement. Client agrees that Client is only receiving a non-transferable, non-assignable, personal, non-commercial (except to the extent to secure any Client servers,

applications, and/or networks that the Services are related to), worldwide license to use the reports and documents that are created as part of the Services.

The copyright notices and other proprietary legends shall not be removed from any report or document that is created by Talos Technologies.

Client agrees and acknowledges that Talos Technologies may use Client's name and trademarks in future advertising as a representative client of Talos Technologies. This permission may be withdrawn at any time by sending written notice to Talos Technologies.

Client agrees and acknowledges that Talos Technologies may install proprietary information ("Talos Technologies Software") on Client's systems as part of the Services. Client agrees and acknowledges that Client is only receiving a non-transferable, non-assignable, personal, non-commercial license to use any Talos Technologies Software and that the Talos Technologies Software may not be installed on any other Client system. Client further agrees and acknowledges that Client may only make backup copies of the Talos Technologies Software as part of a regularly scheduled backup of the system on which it is installed and will not transfer the Talos Technologies Software to any other system. Client further agrees and acknowledges that Talos Technologies may remove any Talos Technologies Software after the Services are completed.

Except as otherwise provided in this Agreement, Talos Technologies shall own all right, title, and interest in and to any and all intellectual property developed, created, conceived, or reduced to practice by Talos Technologies in the course of providing the Services (the "Developed IP"). Talos Technologies grants to Client a non-exclusive, non-transferable, royalty-free license to use the Developed IP solely for Client's internal business purposes. This license shall be limited to the term of this Agreement and shall terminate upon the expiration or termination of this Agreement for any reason.

Each Party shall retain ownership of all intellectual property that it owned or developed independently of this Agreement ("Pre-existing IP"). To the extent any Pre-existing IP is incorporated into the Services provided under this Agreement, the owner of such Pre-existing IP grants the other Party a non-exclusive, non-transferable, royalty-free license to use such Pre-existing IP solely as necessary to use the Services during the term of this Agreement.

Talos Technologies shall have no liability for any claims arising out of or related to Client's use of any third-party intellectual property. Client shall comply with all terms and conditions governing the use of any third-party intellectual property, including any license agreements or other terms of use.

Each Party agrees to take all reasonable steps to protect the other Party's intellectual property rights. This includes not copying, distributing, or otherwise using the intellectual property except as expressly permitted under this Agreement. Each Party shall promptly notify the other Party of any infringement or unauthorized use of the intellectual property that comes to its attention.

15. MISCELLANEOUS

- (i) Client shall not assign or otherwise transfer this Agreement or any of its rights and duties under this Agreement without the prior written consent of Talos Technologies, such consent not to be unreasonably withheld or delayed. Talos Technologies may transfer this Agreement provided that the transferee assumes all rights and obligations of this Agreement. The rights and liabilities of the Parties hereto are binding on, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

- (ii) Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail or email.
- (iii) This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of laws principles.
- (iv) The Parties hereto consent to the jurisdiction of the courts in the State of Colorado located in Denver, Colorado.
- (v) In the event of any legal action or proceeding arising from or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, court costs, and other expenses incurred in such action or proceeding, in addition to any other relief to which it may be entitled.
- (vi) With the exception of payment due dates which will not be extended under this Section, neither Party shall be liable to the other Party hereunder to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of a Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the relevant Party, and may include, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (iv) pandemics, epidemics, or any public health emergency; and (v) Internet congestion and/or Internet downtime. As soon as a Party is made aware it is the victim of a Force Majeure Event it will: (i) notify the other Party of start and end dates, (ii) use all best reasonable endeavors to mitigate the effects of the Force Majeure Event, (iii) keep the other Party informed on progress, (iv) continue to perform its obligations under the Agreement which are not affected by the Force Majeure Event.
- (vii) Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to resolve the dispute within thirty (30) days, the dispute shall be submitted to mediation before a mutually agreed mediator. If mediation is unsuccessful, the Parties may pursue legal action in the courts of the State of Colorado, as provided in Section 9 of the Agreement.
- (viii) If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
- (ix) The Parties hereby agree that the Parties may sign this Agreement using a verified electronic signature and such signature shall be binding on the Parties the same as a handwritten signature. Electronic, including those submitted via PDF, and facsimile copies of this Agreement shall be deemed the same as an original. This Agreement may be stored electronically, and electronic copies of the document may be transmitted in lieu of a hard copy.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the parties, hereby execute this Master Services Agreement as of the dates set forth below:

For TALOS TECHNOLOGIES LTD.

Signature: _____

Name: _____

Title: _____

Date: _____

Address:

Talos Technologies LTD.
6462 S Miller St
Littleton CO, 80127
1-844-771-7235

For

Signature: _____

Name: _____

Title: _____

Date: _____

Address:

Resolution No. 20250113-01

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

DESIGNATING MEETING NOTICE POSTING LOCATION

WHEREAS, the North Weld County Water District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS AS FOLLOWS:

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates www.nwcwd.org as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website:

32825 County Road 39, Lucerne, Colorado 80646

ADOPTED JANUARY 13, 2025.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

[Signature Page to Resolution Designating the Meeting Notice Posting Location]

5280 Cattle Acct# 6537000




David DeHaan <daviddehaan4@gmail.com>

To ○ Eric Reckentine



12/18/2024

 You forwarded this message on 12/18/2024 8:23 AM.

Thank you for taking the time to meet with me yesterday. As discussed in our meeting we would like a variance until July 2025 to get a better idea if we really need to add raw water to fulfill the needs of our acct. The reason for the variance until July is

Our acct\water usage was mismanaged and as our records show we have corrected these issues bringing our water usage down on avg about 500k's a month.

We are currently in the process of drilling another well that should be online at the end of January. With this well we predict that our water usage will be below our monthly allocation by 37.5 k's a month. Our application number with the state for the well is #10039277.

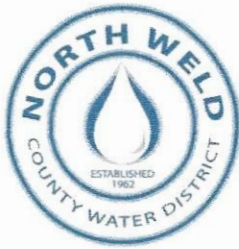
If we receive this variance and we are still over our allocation we plan on buying the water needed to fill the gap from what we are short. We just do not want to have to put up the capital now for 17 new water shares and PI investments when we believe we will be below the allocation we already have, with the systems we have put in place, and by adding another water source.

Eric please let me know how we should proceed from here. I plan on being at the board meeting January 13th.

David DeHaan

--

David DeHaan
Managing Member
970-534-1047



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

5280 Cattle Co./ABCD Land Co.
c/o Casey DeHaan
9571 CR 20
Fort Lupton, CO 80621

RE: 2025 Water Allocation

Dear Mr. DeHaan:

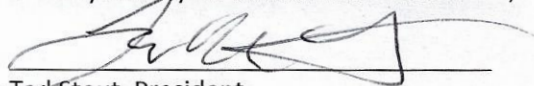
As you know, the North Weld County Water District (the "District") provides water to the commercial tap #6537 (the "Tap") located at 11352 County Road 84, Ault, CO (the "Property"). The Property is currently owned by 5280 Cattle Co. (the "Land Owner"). Water service to the Tap is supplied pursuant to the terms of the Water Service Request and resulting Letter of Intent dated December 2, 2020 and revised on January 29, 2021 ("WSA"). In the WSA, the District agreed to provide water to the Tap contingent upon all of the District's requirements being satisfied. WSA, ¶1. One such condition was that, if a well was not drilled to satisfy a "substantial amount of the total [water] demand (equivalent to 17 allocations)", the Land Owner would then be required to "dedicate raw water equivalent to 17 Allocations as would have been provided by the well." WSA, ¶11. The WSA expressly provided that "Water Surcharge will not be available in lieu of dedication requirements." WSA, ¶11.

In water year 2024, the Tap was allocated with 17 water allocations and 16 Plant Investment ("PI") allocations. However, in 2024, the Land Owner used significantly more than its 17 water and 16 PI allocations. Under the WSA, because the Land Owner has not drilled a well sufficient to meet its water demands, the Land Owner must now dedicate raw water equivalents of 17 water allocations to the District. WSA, ¶11.

By this letter, the District hereby notifies you that, for water year 2025, the District will only provide water to the Tap up to its current 17 water allocations. In order to receive more water than that associated with 17 water allocations, the Land Owner must dedicate 17 additional water allocations to the District by January 15, 2025. If that dedication is made, the District will provide all water necessary to meet the demands of the Property. But please note that, to the extent that more than 34 water allocations are used in water year 2025, the District's surcharge policy will apply to any such overallocations. In addition, if additional PI units are not purchased, the District's Plant Investment Surcharge policy will apply to any overallocation of the current PI units.

If you have any questions, please reach out to Eric Reckentine at (970) 356-3020.

Thank you for your attention to this matter,



Jad Stout, President

Variance request




Charles Feldpausch <chuckfeldpausch@gmail.com>

To  Eric Reckentine



12/23/2024

 You replied to this message on 12/23/2024 8:50 AM.



Eric,

Thank you for following up on the flow adjustment.

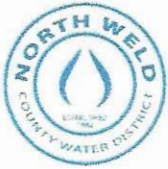
Yes I would like a variance and have attached a letter to be submitted to the North Weld Water board. This will help extend us beyond the 10 weeks review process stated on the water tap request form.

Also have attached the water consumption survey and water tap request form.

I would like to move tap number 164010 to cover the extra 25 pgm to the Long Meadow site. I think most of the time this tap would run between 10-15 gpm. Please let me know if you have any questions or concerns.

Should I drop \$40 at the office?

Chuck



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

WATER TAP REQUEST FORM

Review Fee: \$40.00 per lot up to a maximum of \$800.00.

Commitment Letter Fee: \$100.00 per equivalent tap for all lots which an "intent to provide service" is denoted in a Commitment Letter (CL). For such CL, the District shall reserve capacity for the applied water service in the delivery system for a period of one year. By submitting this completed form to the District, along with payment of the applicable fees, the applicant agrees to have their tap request placed on a waiting list which will be posted on the District's website and updated weekly. Expect a minimum 8 – 10 weeks for CL review and processing.

Contact Information

Owner Name: Long Meadow Farm, LLC Agent's Name: _____
 Owner Address: 15278 CR 72 Agent's Address: _____
Greeley CO 80631
 Owner Phone: 970-590-9253 Agent's Phone: _____
 Owner Email: chuck.feldpausch@gmail.com Agent's Email: _____

Property Location

Please Include a Sketch of the Area and Any Proposed Separation of the Parcel in Question.

Physical Address: 15278 CR 72 Greeley CO
 (If Known)
 Distance from Nearest Intersection: 1/4 - 1/2 mile east of CR 31 on CR 72
 Include County Road Numbers.
 Parcel No.: _____ Half & Quarter: _____
 Section: _____
 Weld County: <https://www.co.weld.co.us/maps/propertyportal/> Township: _____
 Larimer County: <http://maps1.larimer.org/gvh/?Viewer=LIL> Range: _____

What Is Your Intent for The Request?

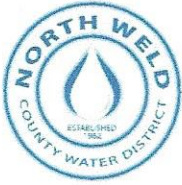
- | | | | |
|--------------------------------|--------------------------|--|--------------------------|
| Vacant Land | <input type="checkbox"/> | Lot Line Adjustment | <input type="checkbox"/> |
| Family Farm Division | <input type="checkbox"/> | Minor Subdivision | <input type="checkbox"/> |
| Subdivision/PUD (Municipality) | <input type="checkbox"/> | Resubdivision | <input type="checkbox"/> |
| 35+ Acre Division | <input type="checkbox"/> | Accessory Dwelling Unit | <input type="checkbox"/> |
| Well Replacement | <input type="checkbox"/> | Zoning Permit for Manufactured Home/Structures | <input type="checkbox"/> |
| | | Other <u>Dairy Farm</u> | <input type="checkbox"/> |

of Taps Requested 1 tap moved

Are Fire Flows Required? Yes No (If Yes, Fire Flows must be provided in writing from the Local Fire Jurisdiction.)

Charles Feldpausch
 Printed Name of Person Requesting Tap - If Agent, Note Client Name & Agent Name Separately
Chuck R. Feld
 Signature _____ Date _____

How would you like the Commitment Letter returned to you? Mail Pick-Up in Person Email



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

WATER CONSUMPTION SURVEY

To aid in the determination of water consumption for the water service you requested, it is of considerable importance to know as much as possible about how the water will be consumed. Please answer all questions as accurately as possible. If you have questions please call (970) 356-3020.

Contact Information

Owner Name: Long Meadow Farm, LLC Agent's Name: _____

Owner Address: 34600 CR 31 Agent's Address: _____
Greeley CO 80631

Owner Phone: 970-590-9253 Agent's Phone: _____

Owner Email: chuck.feldpausch@gmail.com Agent's Email: _____

Which best describes your water service needs:

How do you plan on irrigating your lawn?

- | | |
|---|---|
| <input type="checkbox"/> Residential Only
No. of Family Members: _____ | <input type="checkbox"/> North Weld County Water District |
| <input type="checkbox"/> Industrial / Commercial
Usage Hours _____ | <input type="checkbox"/> Water from Irrigation Ditch |
| <input type="checkbox"/> No. of Employees _____ | <input type="checkbox"/> Water from Well |
| <input checked="" type="checkbox"/> Livestock Operation | <input type="checkbox"/> Other (Specify) _____ |

No. of Livestock:

_____ Cattle	_____ Hogs
_____ Horses	_____ Chickens
_____ Sheep	_____ Other (Specify) _____
<u>Add 400</u> Dairy Cows	

What is the present source of water for your livestock? _____

Would you anticipate using the proposed water tap for watering livestock? Yes No

If you are unable to complete the above, please complete one or more of the below:

Please base your design for our tap on a maximum usage of:

25 Gallons per minute

36,000 Gallons per day

1,080,000 Gallons per month

Charles Feldpausch
Printed Name of Person Requesting Tap If Agent, Note Client Name & Agent Name Separately

Charl R Feld _____
Signature Date 12/23/24

How would you like the Commitment Letter returned to you? Mail Pick-Up in Person Email

12/23/24

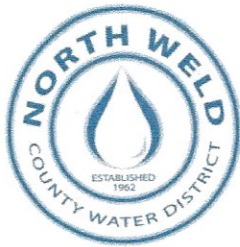
Attention North Weld Water board.

I would like 6-12 months to go through the review and assessment of our water tap flow at Long Meadow Farm. I am open to adding another water tap to the current tap or upgrading the existing supply agreement if it makes sense. Would like to time to discuss cost and come up with long term solution that works for all parties. I am requesting a variance until 12/31/25 or until the flow issue is resolved.

Charles Feldpausch
Long Meadow Farm



12/23/24



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

Long Meadow Farm, LLC
c/o Chuck Feldpausch
34600 CR 31
Greeley, CO 80631

RE: 2025 Flow Control

Dear Mr. Feldpausch:

As you know, the North Weld County Water District (the "District") provides water to commercial tap #2065 (the "Tap") located at 15274 CR 72, Greeley (the "Property"). The Property is currently owned by Long Meadow Farm, LLC (the "Land Owner"). Water service to the Tap is supplied pursuant to the terms of the Potable Water Service Agreement (Water Service – Long Meadow Farm, LLC) dated May 26, 2015 (the "WSA"). In the WSA, the District agreed to provide "a customary supply of potable water for a total of not more than 5,000 head of dairy cattle which is estimated to require a maximum average daily flow rate of 65 gpm." WSA, ¶1.1. If the Land Owner exceeds this daily flow rate "for a minimum period of six (6) continuous months then District will require an evaluation of the system capacity that may require infrastructure enhancements." WSA, ¶1.1.

For over the past six months, the Land Owner exceeded this daily flow rate. Therefore, the District has evaluated the system capacity as described by the WSA. This evaluation revealed that the flow control at the Tap has been set to 92 gpm rather than 65 gpm and based on our information the Tap has exceeded the 65 gpm. This letter provides notice that on January 15, 2025, the District will set the flow control to 65 gpm in accordance with the WSA. To the extent that the Land Owner anticipates needing to exceed 65 GPM in water year 2025, the District may require the capacity and infrastructure enhancements following the required development review process.

If you would like to discuss these necessary enhancements, please reach out to Eric Reckentine at (970) 356-3020.

Thank you for your attention to this matter,

A handwritten signature in black ink, appearing to read "Tad Stout", is written over a horizontal line.

Tad Stout, President

RESOLUTION 20250113-02

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

WHEREAS, the North Weld County Water District (“District”) has determined that it is necessary to construct an extension of the water system, known as the North Weld Zone 1 Water Supply Project (“Project”), for the health, safety and welfare of the persons for whom the District provides services; and

WHEREAS, the construction of the Project will require the acquisition of the permanent and/or temporary construction easements (“Easements”) over, under, on and across the properties described and depicted in Attachment A-1 through A-5 (collectively, the “Properties,”) attached hereto and incorporated herein by reference); and

WHEREAS, the District has previously contacted the owners of the Properties to negotiate in good faith for the acquisition of the Easements from the interested property owners; and

WHEREAS, time is of the essence and the acquisition of the Easements is desirable and necessary for the construction of the Project, and is necessary to protect and promote public health, safety and welfare; and

WHEREAS, the District has the power, right and authority to acquire the Easements by the power of eminent domain granted to it, including the rights granted to it by C.R.S. § 32-1-1006(1)(f).

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

1. The Board of Directors of the District (“Board”) hereby finds, determines and declares that it is necessary in the public interest and for public health, safety and welfare to acquire the Easements for the public use and purpose of constructing the Project.
2. The Board hereby authorizes Spencer Fane LLP to negotiate and commence condemnation proceedings as authorized by the Colorado Constitution and statutes for the purpose of exercising eminent domain over the Properties.
3. The legal descriptions of the Properties and the property interests necessary to complete the Project are subject to review by the District’s legal and engineering consultants and are subject to change.
4. The Board hereby authorizes the District’s consultants and legal counsel to proceed in accordance with this Resolution.
5. The Board expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time.
6. This Resolution shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

7. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, READ, AND ADOPTED this 13th day of January, 2025.

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

President

ATTEST

Secretary

Attachment A-1

PERMANENT WATER EASEMENT AGREEMENT (North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between AGIG LLC, a Colorado Limited Liability Company, whose address is 3282 Rock Park Dr. Fort Collins, CO 80528 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

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

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

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

Easement Area.

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes and so long as the same does not

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

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (t) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossmg.

No failure by the District to remove any interference or otherwise object to any use by Granter in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Granter. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Granter. Granter represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Granter, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Granter has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Granter shall disclose to the District any pre-existing waste materials that Granter knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (t) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Granter, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Granter and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Granter. This Agreement has been drafted as a joint effort between the District and Granter, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Granter may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
AGIG LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ for AGIG LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:
**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

Legal Description of Grantor's Property

Lot B, Amended Recorded Exemption NO. 0705-18-2-RE 954, recorded January 8, 1996, at Reception No. 2470925, located in the Northwest 1/4 of Section 18, Township 7 North, Range 67 West of the 6TH P.M., Except that portion conveyed in deed recorded October 3, 1996 at Reception No. 2514046, County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Amended Recorded Exemption No. 0705-18-2-RE-954, as recorded January 8, 1996, as Reception No. 2470925 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of said Northwest Quarter as bearing North 86°17'33" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,411.98 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 34995 at the Northwest Corner, and with all other bearings contained herein relative thereto;

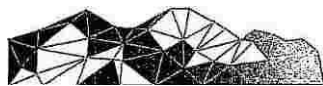
THENCE South 00°20'57" East, along the east line of the Northwest Quarter, a distance of 59.60 feet to the POINT OF BEGINNING;
THENCE South 00°20'57" East, continuing along said east line, a distance of 40.05 feet;
THENCE along the arc of a curve concave to the north a distance of 101.30 feet, having a Radius of 1,540 feet, a Delta of 00°30'11" and is subtended by a chord that bears South 86°54'57" West a distance of 101.30 feet;
THENCE South 87°13'03" West a distance of 1,294.68 feet;
THENCE South 86°18'03" West a distance of 844.67 feet;
THENCE South 00°15'47" East a distance of 110.10 feet;
THENCE South 89°44'13" West a distance of 139.99 feet to the east Right-of-Way line of Weld County Road 13;
THENCE North 00°15'56" West, along said east line, a distance of 40.00 feet;
THENCE North 89°44'13" East a distance of 99.99 feet;
THENCE North 00°15'47" West a distance of 107.77 feet to the south line of that parcel described in Right-of-Way deed recorded October 26, 1951, in Book 1315 at Page 77, as reception number 1117112 of the WCCR;
THENCE along the south line of reception number 1117112 the following three courses;
THENCE North 86°18'03" East a distance of 882.66 feet;
THENCE North 87°13'03" East a distance of 1,295.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the north a distance of 103.02 feet, having a Radius of 11,500 feet, a Delta of 00°30'48" and is subtended by a chord that bears North 86°54'38" East a distance of 103.02 feet to the POINT OF BEGINNING;

Said described parcel of land contains 99,584 Square Feet or 2.286 Acres, more or less (±).

SURVEYORS STATEMENT

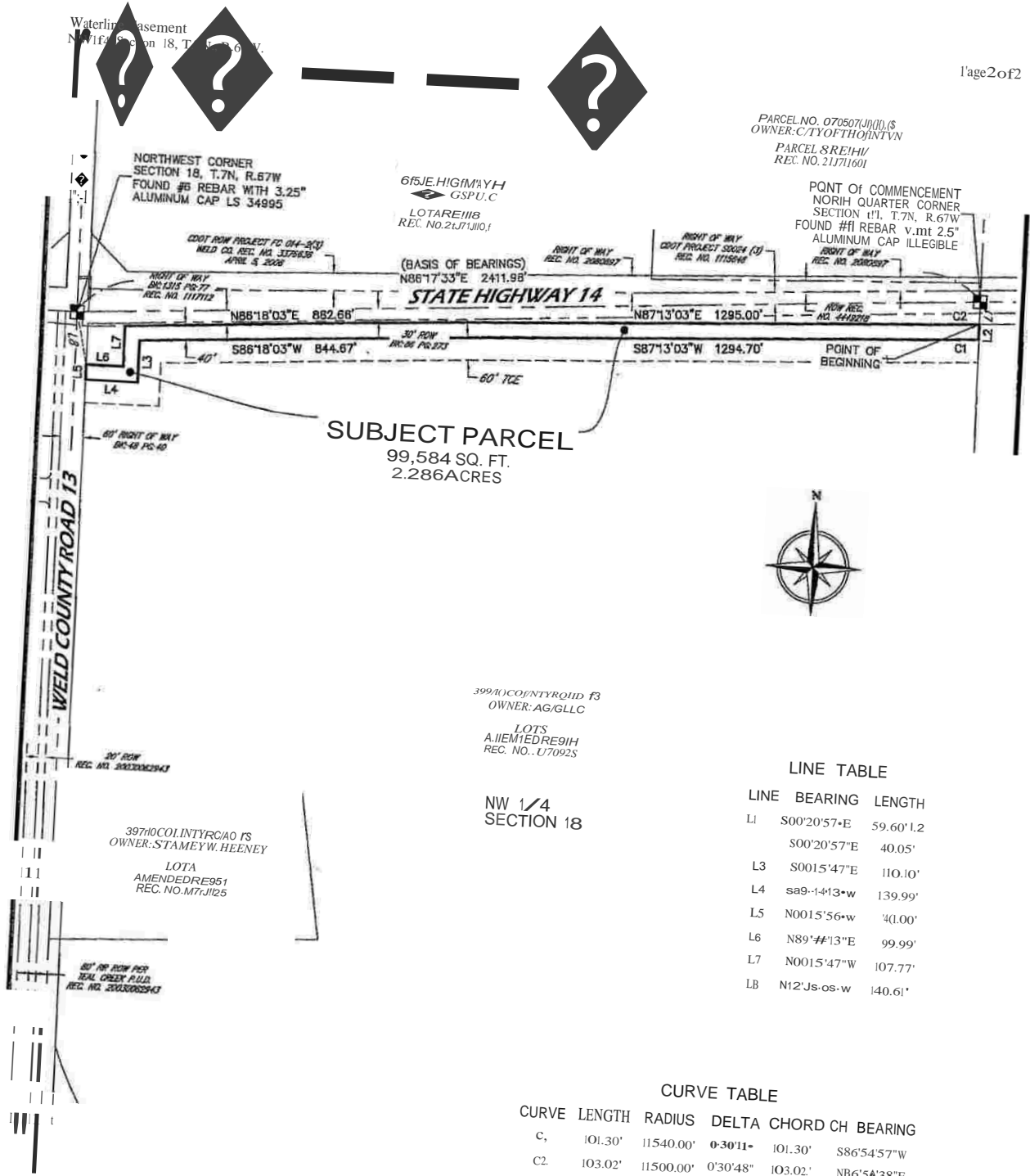
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief

Matthew A. Kramer • on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550





LINE TABLE

LINE	BEARING	LENGTH
L1	S00°20'57"E	59.60' L2
	S00°20'57"E	40.05'
L3	S0015°47"E	110.10'
L4	S89°14'13"W	139.99'
L5	N0015°56"W	41.00'
L6	N89°47'13"E	99.99'
L7	N0015°47"W	107.77'
L8	N12°13'05"W	140.61'

CURVE TABLE

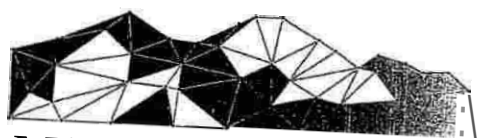
CURVE	LENGTH	RADIUS	DELTA	CHORD CH	BEARING
C1	101.30'	11540.00'	0°30'11"	101.30'	S86°54'57"W
C2	103.02'	11500.00'	0°30'48"	103.02'	NB6°54'38"E



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Notice: This plat is a true and correct copy of the original survey as shown on the original plat. The original plat is on file with the Colorado State Surveyor General's Office. This plat is a true and correct copy of the original survey as shown on the original plat. The original plat is on file with the Colorado State Surveyor General's Office.

Notation: As shown on this plat, the survey was conducted in accordance with the Colorado Surveying Act, C.R.S. 13-80-105, and the Colorado Surveying Rules and Regulations. The survey was conducted in accordance with the Colorado Surveying Act, C.R.S. 13-80-105, and the Colorado Surveying Rules and Regulations.



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITBSCO
DATE: 6-3-2024 SCALE: 1"=250'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this day of 2024 ("Effective Date"), by and between AGIG LLC, a Colorado Limited Liability Company, whose address is 3282 Rock Park Dr. Fort Collins, CO 80528 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "District").

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

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

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

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

4. Term. The Temporary Easement shall begin Ten (10) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Commencement Date, whichever shall first occur ("**Term**"). The expiration of the Term shall have no effect on the District's permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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

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

improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that so long as the same does not interfere with or endanger the Improvements, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in

each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Granter and the District.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Granter and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Granter. This Agreement has been drafted as a joint effort between the District and Granter, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Granter may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
AGIG LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this day of
 ., 2024, by , as for AGIG
 LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:
**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

Legal Description of Grantor's Property

Lot B, Amended Recorded Exemption NO. 0705-18-2-RE 954, recorded January 8, 1996, at Reception No. 2470925, located in the Northwest 1/4 of Section 18, Township 7 North, Range 67 West of the 6TH P.M., Except that portion conveyed in deed recorded October 3, 1996 at Reception No. 2514046, County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Amended Recorded Exemption No. 0705-18-2-RE-954, as recorded January 8, 1996, as Reception No. 2470925 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of said Northwest Quarter as bearing North $86^{\circ}17'33''$ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,411.98 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 34995 at the Northwest Corner, and with all other bearings contained herein relative thereto;

THENCE South $00^{\circ}20'57''$ East, along the east line of the Northwest Quarter, a distance of 99.66 feet to the POINT OF BEGINNING;

THENCE South $00^{\circ}20'57''$ East, continuing along said east line, a distance of 60.08 feet;

THENCE along the arc of a curve concave to the north a distance of 98.72 feet, having a Radius of 11,600 feet, a Delta of $00^{\circ}29'15''$ and is subtended by a chord that bears South $86^{\circ}55'25''$ West a distance of 98.72 feet;

THENCE South $87^{\circ}13'03''$ West a distance of 1,294.24 feet;

THENCE South $86^{\circ}18'03''$ West a distance of 787.68 feet;

THENCE South $00^{\circ}15'47''$ East a distance of 113.60 feet;

THENCE South $89^{\circ}44'13''$ West a distance of 199.99 feet to the east Right-of-Way line of Weld County Road 13;

THENCE North $00^{\circ}15'56''$ West, along said east line, a distance of 60.00 feet;

THENCE North $89^{\circ}44'13''$ East a distance of 139.99 feet;

THENCE North $00^{\circ}15'47''$ West a distance of 110.10 feet;

THENCE along line parallel with and 40.00 feet south of, as measured at a right angle, the south line of that parcel described in Right-of-Way deed recorded October 26, 1951, in Book 1315 at Page 77, as reception number 1117112 of the WCCR, the following three courses;

THENCE North $86^{\circ}18'03''$ East a distance of 844.67 feet;

THENCE North $87^{\circ}13'03''$ East a distance of 1,294.70 feet;

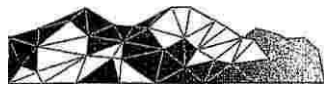
THENCE along the arc of a curve concave to the north a distance of 101.30 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}30'11''$ and is subtended by a chord that bears North $86^{\circ}54'57''$ East a distance of 101.30 feet to the POINT OF BEGINNING;

Said described parcel of land contains 149,550 Square Feet or 3.433 Acres, more or less (\pm).

SURVEYOR'S STATEMENT

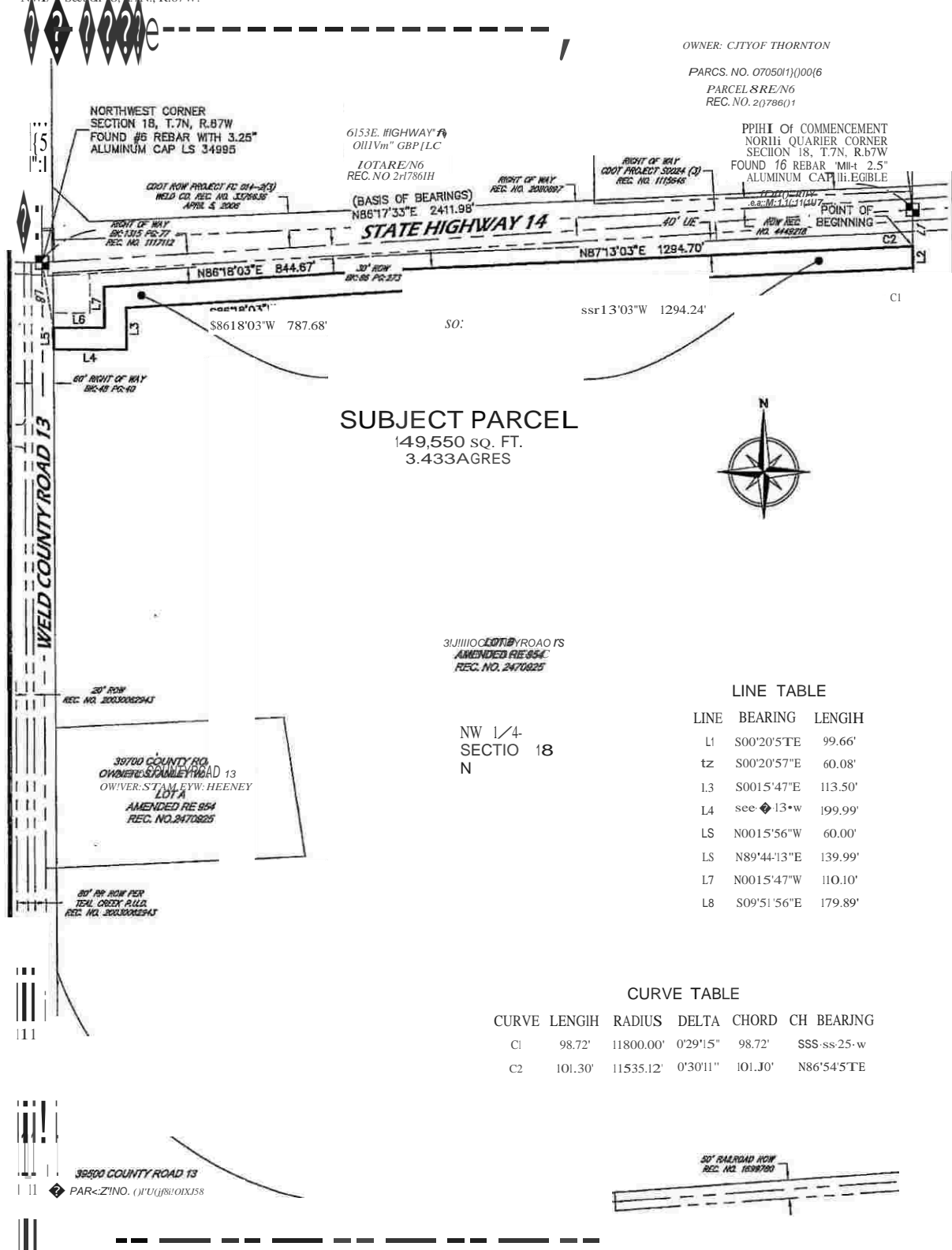
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief

Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550





OWNER: CITY OF THORNTON
 PARCS. NO. 0705011(00)6
 PARCEL 8RE/N6
 REC. NO. 2(786(1)

PPIHI OF COMMENCEMENT
 NORTH QUARIER CORNER
 SECTION 18, T.7N, R.67W
 FOUND 16 REBAR WITH 2.5"
 ALUMINUM CAP WITH LEGIBLE

SUBJECT PARCEL
 149,550 SQ. FT.
 3.433 AGRES

30' ROW REC. NO. 247861H
 AMENDED RE 954
 REC. NO. 2478625

30' ROW REC. NO. 2023002943
 39700 COUNTY RD. 13
 OWNER: STAM EYV HEENEY
 LOT A
 AMENDED RE 954
 REC. NO. 2478625

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°20'5"TE	99.66'
L2	S00°20'57"E	60.08'
L3	S0015'47"E	113.50'
L4	see 13+w	199.99'
L5	N0015'56"W	60.00'
L6	N89°44'13"E	139.99'
L7	N0015'47"W	110.10'
L8	S09°51'56"E	179.89'

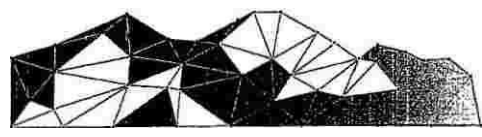
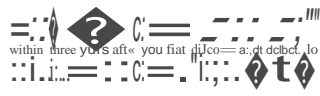
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	98.72'	11800.00'	0°29'15"	98.72'	SSS-ss-25-w
C2	101.30'	11535.12'	0°30'11"	101.30'	N86°54'5"TE



Matthew A. Kramer, PLS 38844

Note: This drawing does not represent a monumented land survey. It is a computer-generated drawing of the information shown on the attached plat.



MAJESTIC SURVEYING

On behalf of Majestic Surveying, LLC

Printed on 6/3/2024 at 10:10 AM (CRS U-80.10)

PROJECT NO: 2023030 CLIBNT: DITESCO

DATE: 6-3-2024 SCAU: 1"=250'

PERMANENT WATER EASEMENT AGREEMENT (North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between RDJ, LLC, a Colorado Limited Liability Company, whose address is 6525 Gunpark Dr. APT 370-280, Boulder, CO 80301 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “**Easement**”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B and B-1 attached hereto and incorporated herein by reference (the “**Easement Area**”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

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

Easement Area.

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes and so long as the same does not

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

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing,

No failure by the District to remove any interference or otherwise object to any use by Granter in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Granter. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Granter. Granter represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Granter, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Granter has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Granter shall disclose to the District any pre-existing waste materials that Granter knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Granter shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Granter shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Granter and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Granter and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Granter may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
RDJ, LLC, a Colorado Limited Liability Company

By: _____

Title:

STATE OF COLORADO)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ronda Holiday-Goulart as Manager for RDJ, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:
**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

Legal Description of Grantor's Property

Lot A and B, Recorded Exemption No. 0705-17-2-RE1895 recorded January 30, 1998, at Reception No. 2591692 situate in the Northwest $\frac{1}{4}$ of Section 17, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "8"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 REI 895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 46.60 feet;

THENCE South 89°35'49" West, along the south line of that parcel described in Right-of-Way Deed, recorded May 31, 1951, in Book 1304 at Page 105, as Reception No. 1108068 of the WCCR, a distance of 710.42 feet to the east line of Lot B, RE1895;

THENCE South 06°04'56" West, along the east line of Lot B, a distance of 626.44 feet to the Easterly Corner of Lot B, and the POINT OF BEGINNING;

THENCE South 55°37'15" East, along said east line, a distance of 45.43 feet;

THENCE South 06°04'56" West a distance of 199.52 feet to the south line of Lot B;

THENCE along the south and west lines of Lot B the following four courses;

THENCE South 89°35'49" West a distance of 164.94 feet;

THENCE South 00°09'18" East a distance of 30.00 feet;

THENCE South 89°35'49" West a distance of 846.60 feet to the southwest corner of Lot B;

THENCE North 00°09'18" West a distance of 40.00 feet;

THENCE North 89°35'49" East a distance of 806.60 feet;

THENCE North 00°09'18" West a distance of 30.00 feet;

THENCE North 89°35'49" East a distance of 169.05 feet;

THENCE North 06°04'56" East a distance of 185.34 feet to the easterly Corner of Lot B, and the POINT OF BEGINNING.

Said described parcel of land contains 48,641 Square Feet or 1.117 Acres, more or less (±).

SURVEYORS STATEMENT

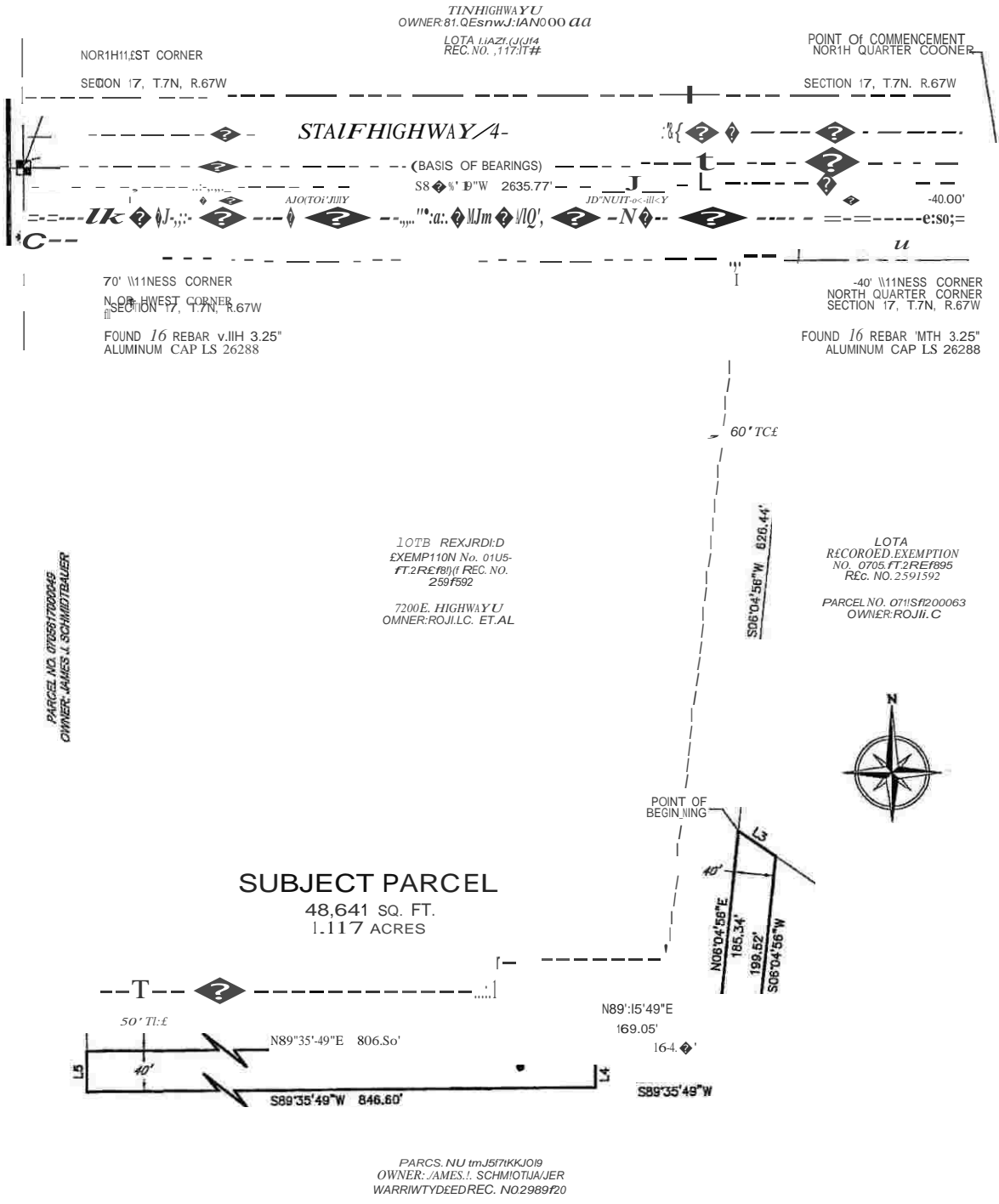
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



LINE TABLE

LINE	BEARING	LENGTH
L1	S0011°58'E	46.60'
L2	S89°35'49"W	710.42'
LJ	S55°37'15"E	45.43'
L4	S00°09'18"E	30.00'
ts	N00°09'18"W	40.00'
L6	N00°09'18"W	30.00'

Notice: This drawing is the property of the client and is not to be used for any other purpose without the written consent of the client. The client warrants that the information provided is true and correct to the best of their knowledge.

Notice: According to Colorado law you must... (text partially obscured)



Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Lot A, Recorded Exemption No. 0705-17-2 REI 895 (REI 895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 75.00 feet to the POINT OF BEGINNING;
THENCE South 00°11'58" East, continuing along said east line, a distance of 40.00 feet;
THENCE South 89°46'49" West a distance of 677.45 feet;
THENCE South 06°04'56" West along a line parallel with, and 40.00 feet east of, as measured at a right angle to, the west line of Lot A, REI 895, a distance of 585.87 feet to the south line of Lot A;
THENCE North 55°37'15" West, along said south line, a distance of 45.43 feet to the Southwesterly Corner of Lot A;
THENCE North 06°04'56" East, along the west line of Lot A, a distance of 600.16 feet;
THENCE North 89°46'49" East a distance of 713.29 feet to the east line of the Northwest Quarter and the POINT OF BEGINNING.

Said described parcel of land contains 51,535 Square Feet or 1.183 Acres, more or less (±).

SURVEYORS STATEMENT

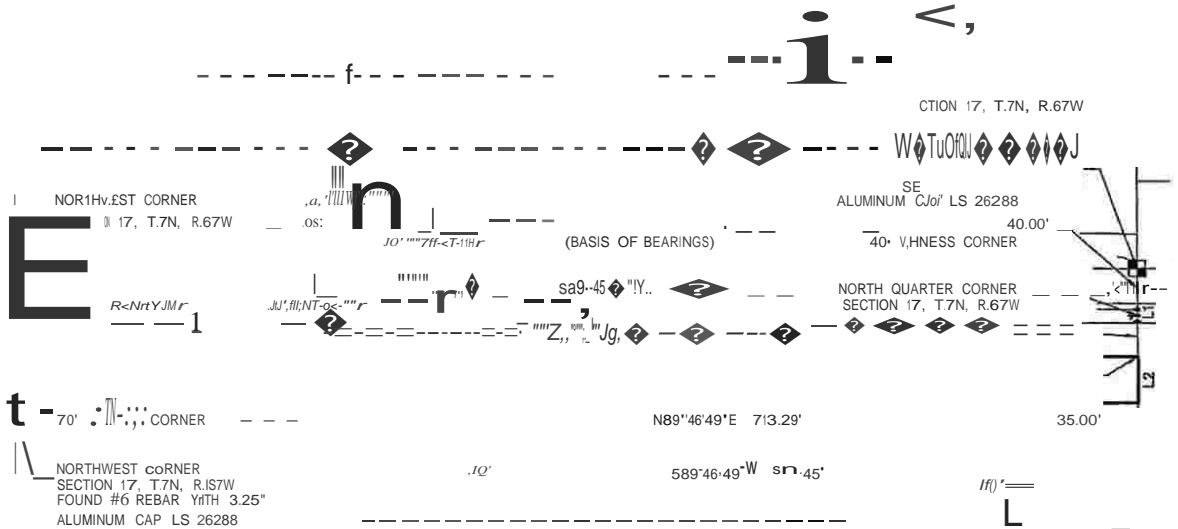
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #3 8844



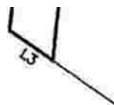
MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



SUBJECT PARCEL
 51,535 SQ. FT.
 1.183 ACRES

1078
 RECORDED EXEMPTION
 M.L. 0705 FT 2 RE 89S
 REC. NO. 2591692
 T2D0 E HIGHWAY Y F I
 OWNER: ROJU.C. ET. AL

LOTA RECORDED EXEMPTION
 M.L. 0705 FT 2 RE 89S REC. NO. 2591692
 PARCEL M.L. 0105172000i3
 OWNER: ROJU.C



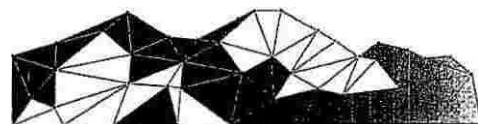
PARCEL NO. 07051700009
 OWNER: JAMES J. SCHNIDTBAUER
 WARRANTY DEED REG NO. 2911JF20

Notice: This drawing does not represent a metes and bounds description. It is solely for the purpose of showing the location of the easement within the described property.

Notice: According to Colorado law, the plat of this survey is not a deed and does not create a new interest in land. It is a plat of a survey and does not constitute a deed. It is subject to the provisions of the Colorado Survey Act, C.R.S. 40-1001 through 40-1010.



LINE	BEARING	LENGTH
L1	S0011°58'E	75.00' L2
	S0011°58'E	40.00' U
	N55°37'15"W	45.43'



MAJESTIC SURVEYING

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2024 ("Effective Date"), by and between RDJ, LLC, a Colorado Limited Liability Company, whose address is 6525 Gunpark Dr. APT 370-280, Boulder, CO 80301 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "District").

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

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described on Exhibit B and B-1 attached hereto and incorporated herein by reference (the "Temporary Easement Area").

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

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

4. Term. The Temporary Easement shall begin Ten (10) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Commencement Date, whichever shall first occur ("**Term**"). The expiration of the Term shall have no effect on the District's permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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

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

improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Granter, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Granter for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that so long as the same does not interfere with or endanger the Improvements, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Granter and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Granter with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in

each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Granter and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, **if** attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Granter. This Agreement has been drafted as a joint effort between the District and Granter, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Granter may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
RDJ, LLC, a Colorado Limited Liability Company

By: _____

Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
_____ '2024, by Ronda Holiday-Goulart as Manager for RDJ, LLC, a Colorado
Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:
**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

Legal Description of Grantor's Property

Lot A and B, Recorded Exemption No. 0705-17-2-RE1895 recorded January 30, 1998, at Reception No. 2591692 situate in the Northwest $\frac{1}{4}$ of Section 17, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE1895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R..67W.) of the Sixth Principal Meridian (6th P.M), County of Weld, State of Colorado and being more particularly described as follows:

COM: MENACING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West., being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 46.60 feet;

THENCE South 89°35'49" West, along the south line of that parcel described in Right-of-Way Deed recorded May 31, 1951, in Book 1304 at Page 105, as Reception No. 1108068 of the WCCR, a distance of 710.42 feet to the Northeast Corner of Lot B, RE1895;

THENCE South 06°04'56" West, along the east line of Lot B, a distance of 26.29 feet to the POINT OF BEGINNING;

THENCE South 06°04'56" West, along said east line and the extension thereof, a distance of 785.50 feet;

THENCE South 89°35'49" West a distance of 169.05 feet;

THENCE South 00°09'18" East a distance of 30.00 feet;

THENCE South 89°35'49" West a distance of 806.60 feet to the west line of Lot B;

THENCE North 00°09'18" West., along said west line, a distance of 60.00 feet;

THENCE North 89°35'49" East a distance of 746.60 feet;

THENCE North 00°09'18" West a distance of 10.00 feet;

THENCE North 89°35'49" East a distance of 175.23 feet;

THENCE North 06°04'56" East a distance of 725.31 feet;

THENCE North 89°46'49" East a distance of 60.36 feet to the Northeast Corner of Lot B, and the POINT OF BEGINNING.

Said described parcel of land contains 104,049 Square Feet or 2.389 Acres, more or less (±).

SURVEYORS STATEMENT

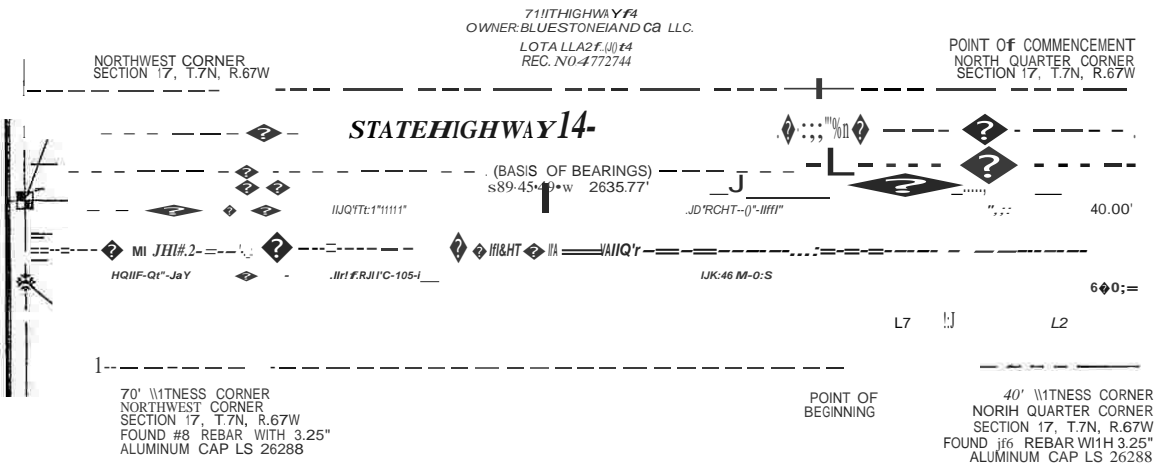
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



PARCEL NO. 070961700049
 OWNER: JAMES J. SCHMIDTBALUER

LOTB
 RECORDED EXEMPTION
 NO. 0705-FT-2 RE 111
 REC. NO. 2591612

T200E. HIGHWAY Y14
 OWNER: RD. ILLC. ET AL.

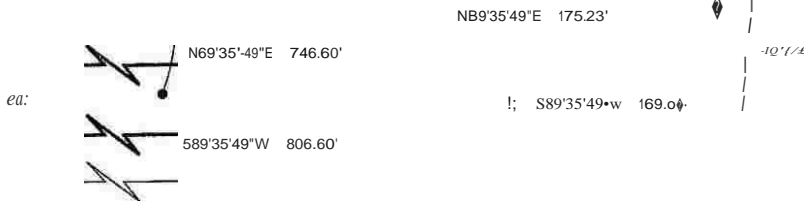
N06°04'56\"E 725.31'
 S06°04'56\"W 785.50'
 602.76'

LOTA
 REC. (RIE) EXEMPTION
 NO. 0705-FT-2 RE 111
 REC. NO. 2591612

PARCEL NO. 070517200063
 OWNER: 11/ILLC



SUBJECT PARCEL
 104,049 SQ. FT.
 2.389 ACRES



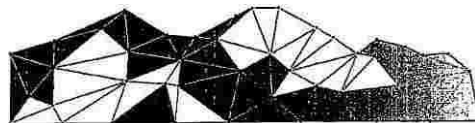
PARCEL NO. 070517200063
 OWNER: JAMES J. SCHMIDTBALUER
 WARRANTY DEED REC. NO. 2989120

LINE TABLE

LINE	BEARING	LENGTH
L1	S0011°58'E	46.60'
L2	S89°35'49\"W	710.42'
L3	S06°04'56\"W	26.29'
L4	S00°09'18\"E	30.00'
L5	N00°09'18\"W	60.00'
L6	N00°09'18\"W	30.00'
L7	N89°46'09\"E	60.36'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence my [p] action based upon any defect in this survey within three years after you first discover the defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80.105)



MAJESTIC SURVEYING



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 6-3-2024 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Lot A, Recorded Exemption No. 0705-17-2 REI 895 (REI 895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 75.00 feet to the POINT OF BEGINNING;
THENCE South 00°11'58" East, continuing along said east line, a distance of 40.00 feet;
THENCE South 89°46'49" West a distance of 677.45 feet;
THENCE South 06°04'56" West along a line parallel with, and 40.00 feet east of, as measured at a right angle to, the west line of Lot A, REI 895, a distance of 585.87 feet to the south line of Lot A;
THENCE North 55°37'15" West, along said south line, a distance of 45.43 feet to the Southwesterly Corner of Lot A;
THENCE North 06°04'56" East, along the west line of Lot A, a distance of 600.16 feet;
THENCE North 89°46'49" East a distance of 713.29 feet to the east line of the Northwest Quarter and the POINT OF BEGINNING.

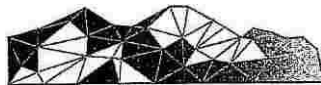
Said described parcel of land contains 51,535 Square Feet or 1.183 Acres, more or less(±).

SURVEYORS STATEMENT

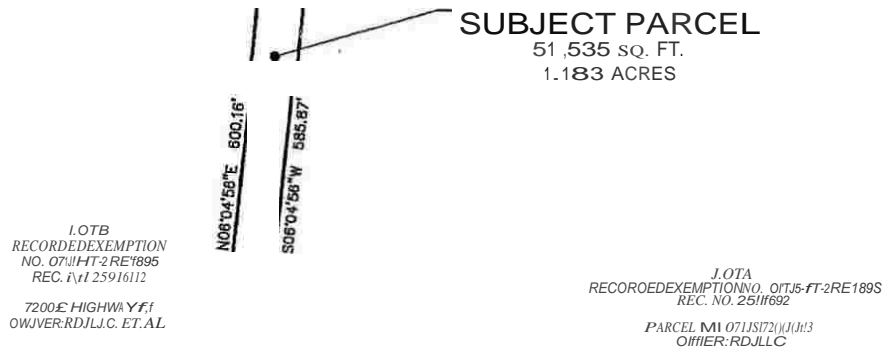
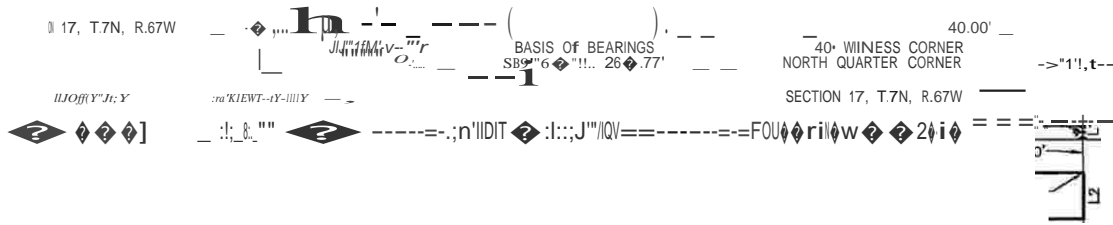
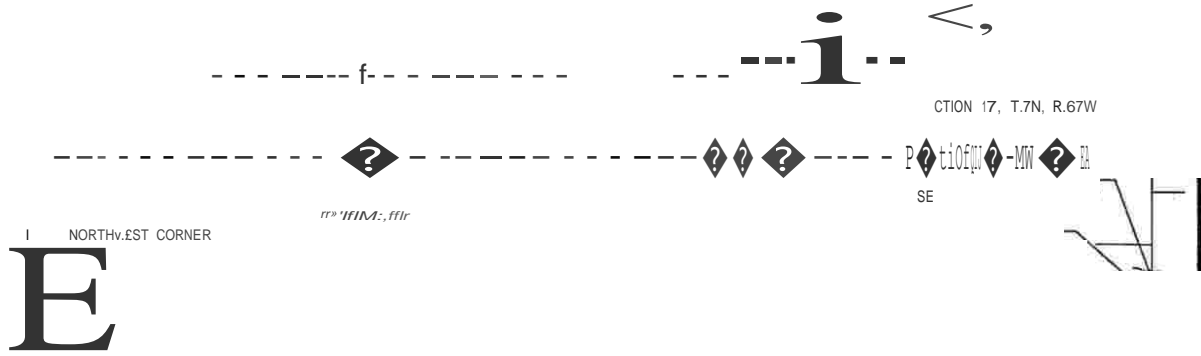
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



PARCEL NO. 0705F7100019
 OWNER: MIES, I. SCHMUTZBAJER
 WARRANTY/DUD REC. NO. 21189/20

Note: This drawing does not require a monumented boundary. It is a graphic representation of the actual property description.

LINE TABLE

LINE	BEARING	LENGTH
1	S0011°58'E	75.00' L2



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

50011'58"E .4100'

U N55°37'15"W 45.43'

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than five years from the date of the Certification shown below. (CRS 13-80-105)

MAJESTIC SURVEYING



PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between THE TOWN OF TIMNATH, A COLORADO MUNICIPAL CORPORATION whose address is 4800 Goodman Street, Timnath, CO 80547 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

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

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

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

Easement Area.

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes and so long as the same does not

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

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
The Town of Timnath, a
Colorado Municipal Corporation

By:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ for The Town of Timnath, a Colorado Municipal Corporation..

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO

COUNTY OF _____) SS.

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

Legal Description of Grantor's Property

THE NE 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED BY DEEDS RECORDED NOVEMBER 2, 1907, IN BOOK 269 AT PAGE 254 AND SEPTEMBER 24, 1976, AT RECEPTION NO. 1699780 IN BOOK 778 AND OCTOBER 9, 1951, IN BOOK 1313 AT PAGE 346.

Exhiit "B"

PARCEL DESCRIPTION

A tract of land, being part of that parcel described in Special Warranty Deed recorded January 18, 2018, as Reception No. 4368712 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Comer of said Section 18 and assuming the north line of the Northeast Quarter as bearing North $86^{\circ}17'33''$ Bast, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,433.59 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Comer, and monumented by a 70.00 foot witness corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northwest Corner, and with all other bearings contained herein relative thereto;

TIIBNCB South $00^{\circ}20'57''$ East, along the west line of said Northeast Quarter, a distance of 59.60 feet to the south line of that parcel described in Right of Way Deed recorded October 9, 1951, as reception number 1115752 of the WCCR and the POINT OF BEGINNING;

THENCE along said south line the following three courses;

THENCE along the arc of a curve concave to the north a distance of 112.00 feet; having a Radius of 11,500 feet, a Delta of $00^{\circ}33'29''$ and is subtended by a chord that bears North $86^{\circ}22'29''$ East a distance of 112.00 feet to a Point of Tangency (PT);

TIIBNCE North $86^{\circ}11'03''$ East a distance of 2,158.70 feet to a Point of Curvature (PC);

TIIBNCE along the arc of a curve concave to the south a distance of 102.78 feet, having a Radius of 5,690 feet, a Delta of $01^{\circ}02'06''$ and is subtended by a chord that bears North $86^{\circ}41'54''$ East a distance of 102.78 feet;

THENCE South $00^{\circ}09'16''$ East a distance of 942.89 feet;

THENCE North $89^{\circ}50'58''$ East a distance of 30.00 feet to the west Right-of-Way line of Weld County Road 15;

TIIBNCE South $00^{\circ}09'16''$ East, along said west line, a distance of 40.00 feet;

THENCE South $89^{\circ}50'58''$ West a distance of 30.00 feet;

THENCE South $00^{\circ}09'16''$ Bast a distance of 19.99 feet;

TIIBNCE South $89^{\circ}50'44''$ West a distance of 40.00 feet;

THENCE North $00^{\circ}09'16''$ West a distance of 960.85 feet to the beginning point of a curve, non-tangent to the aforesaid line;

THENCE along the arc of a curve concave to the south a distance of 60.17 feet, having a Radius of 5,650 feet, a Delta of $00^{\circ}36'37''$ and is subtended by a chord that bears South $86^{\circ}29'09''$ West a distance of 60.17 feet to a Point of Tangency (PT);

THENCE South $86^{\circ}11'03''$ West a distance of 2,158.67 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the north a distance of 114.45 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}34'06''$ and is subtended by a chord that bears South $86^{\circ}22'48''$ West a distance of 114.45 feet to the west line of the Northeast Quarter of Section 18;

TIENCE North 00°20'57" West, along said west line, a distance of 40.05 feet to the POINT OF BEGINNING.

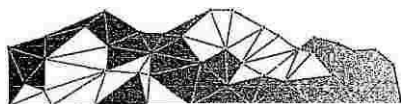
Said described parcel of land contains 134,611 Square Feet or 3.090 Acres, more or less (±).

SURVEYORS STATEMENT

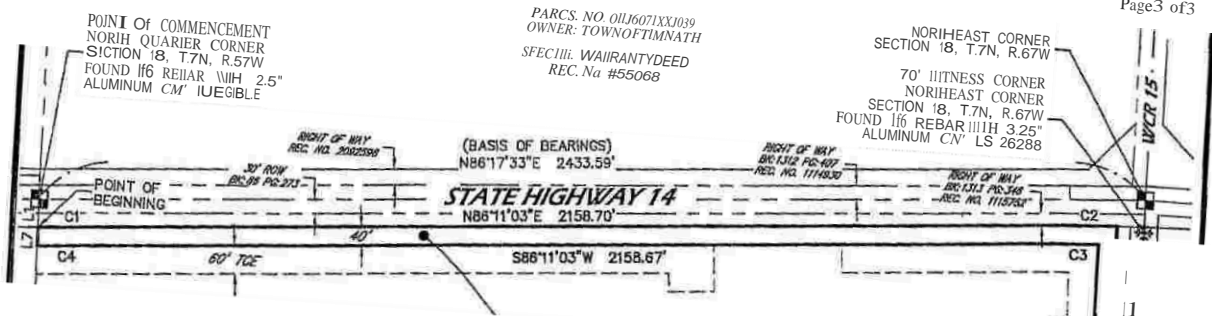
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer- on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING.
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



SUBJECT PARCEL
 134,611 SQ. FT.
 3.090 ACRES

664 HIGHWAY 14
 OWNER: TOWN OF TIMNATH
 SPECIAL WARRANTY DEED
 REC. NO. 4368712

NE 1/4
 SECTION 18

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°20'57"E	59.60'
L2	N89°50'58"E	30.00'
L3	S00°09'16"E	40.00'
L4	Sa9°50' sa-w	30.00'
L5	S00°09'16"E	19.99'
L6	S89°50' sa-w	40.00'
L7	N00°20' sa-w	40.05'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	112.00'	11500.00'	0°33'29"	112.00'	N86°22'29"E
C2	102.76'	5690.00'	1°02'06"	102.78'	N86°41'54"E
C3	60.17'	5650.00'	0°36'31"	60.17'	
S86°29' as-w C4	114.45'	11540.00'	0°34'05"	114.45'	
S86°22' 8"W					



Note: This drawing does not represent an enlargement of the original survey plat. It is a reproduction of the original survey plat.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than four years from the date of the certification shown hereon. (CRS 12-50-105)



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 6-3-2024 SCALE: 1"=250'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is made this day of , 2024 ("**Effective Date**"), by and between THE TOWN OF TIMNATH, A COLORADO MUNICIPAL CORPORATION whose address is 4800 Goodman Street, Timnath, CO 80547 ("**Grantor**"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "**District**").

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

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

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

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

4. Term. The Temporary Easement shall begin Ten (10) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Commencement Date, whichever shall first occur ("**Term**"). The expiration of the Term shall have no effect on the District's permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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

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

improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that so long as the same does not interfere with or endanger the Improvements, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in

each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:
The Town of Timnath, a
Colorado Municipal Corporation

By:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ for The _____ Town of Timnath, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:
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

Legal Description of Grantor's Property

THE NE 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED BY DEEDS RECORDED NOVEMBER 2, 1907, IN BOOK 269 AT PAGE 254 AND SEPTEMBER 24, 1976, AT RECEPTION NO. 1699780 IN BOOK 778 AND OCTOBER 9, 1951, IN BOOK 1313 AT PAGE 346.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of that parcel described in Special Warranty Deed, recorded January 18, 2018, as Reception No. 4368712 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Comer of said Section 18 and assuming the north line of the Northeast Quarter as bearing North $86^{\circ}17'33''$ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,433.59 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Comer, and monumented by a 70.00 foot witness comer, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northwest Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE South $00^{\circ}20'57''$ East, along the west line of said Northeast Quarter, a distance of 99.66 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve concave to the north a distance of 114.45 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}34'06''$ and is subtended by a chord that bears North $86^{\circ}22'48''$ East a distance of 114.45 feet to a Point of Tangency (PT);

THENCE North $86^{\circ}11'03''$ East a distance of 1,372.83 feet to a point herein referred to as **POINT '◆'**;

THENCE South $03^{\circ}44'08''$ East a distance of 100.00 feet;

THENCE South $86^{\circ}11'03''$ West a distance of 100.00 feet;

THENCE North $03^{\circ}44'08''$ West a distance of 40.00 feet;

THENCE South $86^{\circ}11'03''$ West a distance of 1,272.70 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the north a distance of 118.13 feet, having a Radius of 11,600 feet, a Delta of $00^{\circ}35'01''$ and is subtended by a chord that bears South $86^{\circ}23'17''$ West a distance of 118.13 feet to the west line of the Northeast Quarter of Section 18;

THENCE North $00^{\circ}20'57''$ West, along said west line, a distance of 60.08 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "B"

COMMENCING at aforementioned **POINT '◆'**;

THENCE North $86^{\circ}11'03''$ East a distance of 282.00 feet to the POINT OF BEGINNING;

THENCE North $86^{\circ}11'03''$ East a distance of 503.84 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the south a distance of 60.17 feet, having a Radius of 5,650 feet, a Delta of $00^{\circ}36'37''$ and is subtended by a chord that bears North $86^{\circ}29'09''$ East a distance of 60.17 feet;

THENCE South $00^{\circ}09'16''$ East a distance of 960.85 feet;

THENCE South 89°50'44" West a distance of 60.00 feet;
THENCE North 00°09'16" West a distance of 897.20 feet;
THENCE South 86°11'03" West a distance of 500.15 feet;
THENCE North 03°44'08" West a distance of 60.00 feet to the POINT OF BEGINNING.

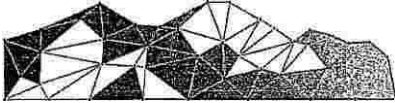
Said described parcels of land contain 181,013 Square Feet or 4.155 Acres, more or less(±).

SURVEYORS STATEMENT

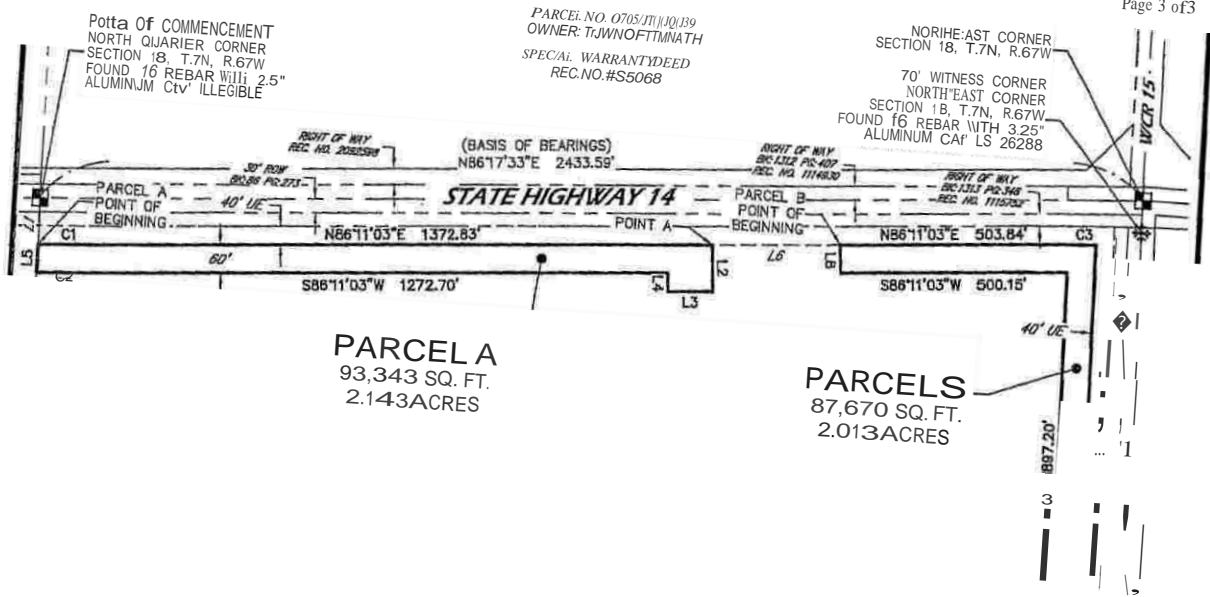
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



LINE TABLE

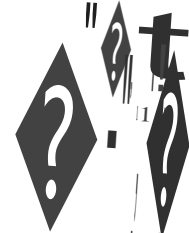
LINE	BEARING	LENGTH
L1	S00°20'57"E	99.66' L2
	S03°44'08"E	100.00- L3
	S86°11'03"W	100.00'
L4	N03°44'06"W	40.00'
L5	N00°20'57"W	60.08'
L6	N86°11'03"E	282.00'
L7	S89°50'44"W	60.00'
L6	N03°44'08"W	60.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	ORTA	CHORD	CH BEARING
C1	114.45'	11540.00'	0°34'06"	114.45'	Nas:22- \diamond -E
C2	118.13'	11600.00'	0°35'01"	118.13'	S86°23'17"W
C3	60.17'	5650.00'	0°36'37"	60.17'	N86°29'09"E

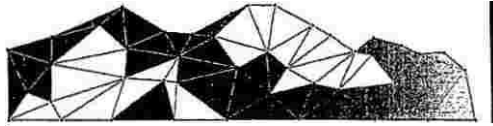
6644 HIGHWAY 14
 OWNER: TOWN OF TIMNATH
 SPECIAL WARRANTYDEED
 REC. NO. 4368T2

NE 1/4
 SECTION 18



Note: This drawing does not present a monumented land survey. It is a graphic representation of the accompanying description.

Notice: According to Colorado law you must
commence any legal action based upon any defect
in this survey within three years after you
discover such defect, in no event may any
action based upon any defect in this (urvey) be
commenced more than ten years from the date
of the certification shown hereon. (CRS 13-80-
103)



MAJESTIC SURVEYING

PROJECT NO:
2023030
CLIENT: DITBSCO
DATE: 5-30-2024
SCALE: 1"=250'

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between James J. Schmidtbauer and Janice M. Schmidtbauer, whose address is 39934 County Road 15, Fort Collins, CO 80524 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “**Easement**”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference (the “**Easement Area**”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

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

Easement Area.

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

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Granter, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein: including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Granter for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Granter on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Granter pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Granter's Property is being used for grazing purposes and so long as the same does not

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

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (t) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

No failure by the District to remove any interference or otherwise object to any use by Granter in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Granter. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Granter. Granter represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Granter, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Granter has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Granter shall disclose to the District any pre-existing waste materials that Granter knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in **full** force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (i) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:

GRANTOR:

James J. Schmidtbauer

Janice M. Schmidtbauer

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by James J. Schmidtbauer and Janice M. Schmidtbauer.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:
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

Legal Description of Grantor's Property

PARCEL A: THE E1/2 OF THE NW1/4 AND THE E1/2 OF THE W1/2 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., ALSO DESCRIBED AS THE E3/4 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO DONALD J. CARLSON BY DEED RECORDED NOVEMBER 7, 1983 AS RECEPTION NO. **1946215**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE NW1/4 OF SAID SECTION 17 AS BEARING SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID NW1/4 SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 46.60 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 846.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 921.24 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 846.60 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 876.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1773.90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: LOT B OF RECORDED EXEMPTION NO. 0705-17-2-RE-3735, RECORDED 7-28-2004 AT RECEPTION NO. **3203157**, BEING A PART OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE-3735, as recorded July 28, 2004, as Reception No. 3203157 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

CO:M:ENCING at the Northwest Corner of said Section 17, and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;

THENCE North 89°50'58" East a distance of 30.00 feet to the east Right-of-Way line of Quit Claim Deed recorded March 7, 1907, as reception number 117609 of the WCCR and the POINT OF BEGINNING;

THENCE North 00°09'16" East, along said east line, a distance of 40.00 feet;

THENCE North 89°50'58" East a distance of 619.03 feet;

THENCE North 60°08'37" East a distance of 12.20 feet to the east line of Lot B;

THENCE along the east and south lines of Lot B the following two courses;

THENCE South 00°09'49" East a distance of 46.05 feet;

THENCE South 89°50'58" West a distance of 629.64 feet to the POINT OF BEGINNING.

Said described parcel of land contains 25,217 Square Feet or 0.579 Acres, more or less (±).

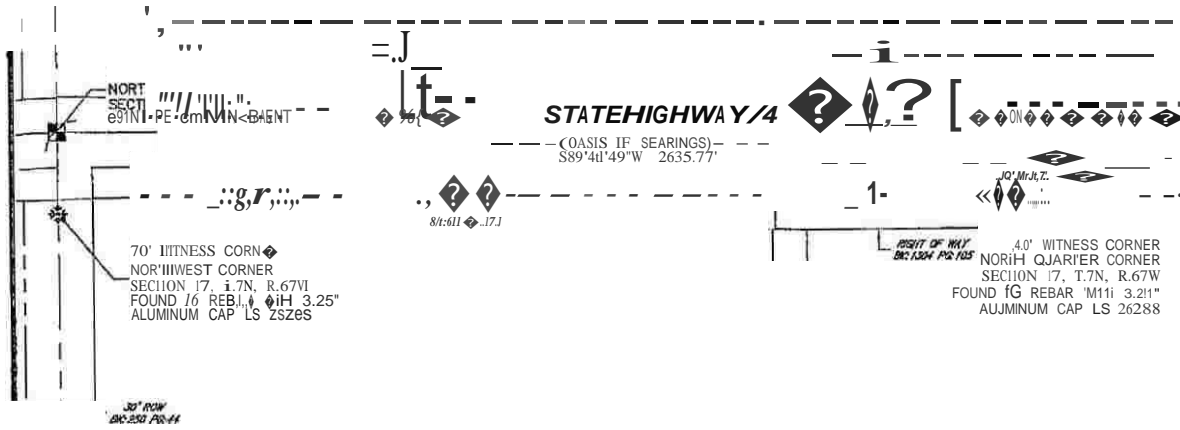
SURVEYOR'S STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844

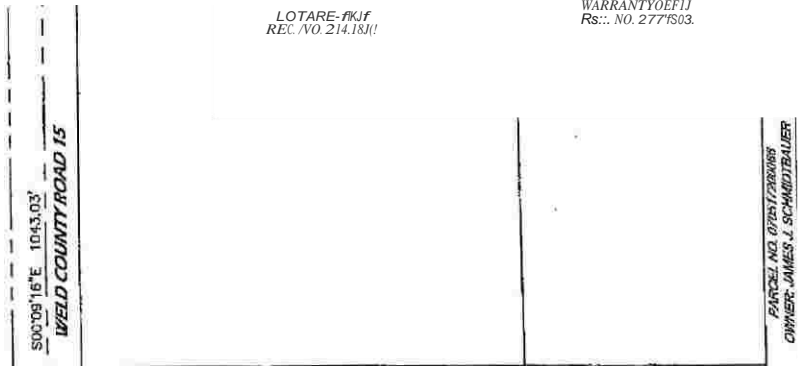




1077E. COUNTY ROAD 15
 OWNER: JAMES J. SCHMIDTBAUER
 LOTARE-PKIF
 REC. NO. 214.181

1078E. HIGHWAY 14
 OWNER: JAMES J. SCHMIDTBAUER
 WARRANTY DEED
 REC. NO. 2777803

PARCS. NO. 0 1700011
 OWNER: JAMES J. SCHMIDTBAUER
 WARRANTY DEED
 REC. NO. 291191211

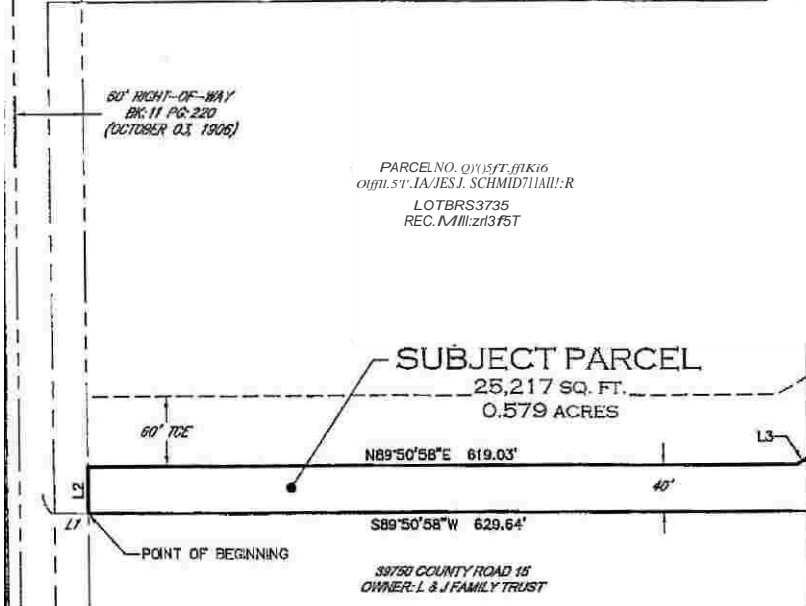


60' RIGHT-OF-WAY
 BK. 11 PG. 220
 (OCTOBER 03, 1906)

PARCEL NO. 01751738069
 OWNER: JAMES J. SCHMIDTBAUER
 LOT BR 3735
 REC. NO. 213135T



LOT B
 RETURNED EASEMENT
 NO. 07051738069
 REC. NO. 2031682
 T380 E. HIGHWAY 14
 OWNER: RD LLC, ET AL.



POINT OF BEGINNING

38750 COUNTY ROAD 15
 OWNER: L & J FAMILY TRUST

PARC. NO. 0 1700011
 OWNER: JAMES J. SCHMIDTBAUER

Note: This drawing does not represent a monumented survey. Its sole purpose is a graphic representation of the accurate description.

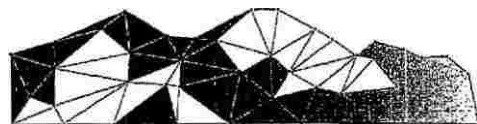
Notice: As required by Colorado law, the user must certify to any title or fact based on any jurisdiction within three years after the first date of such deed. In no event may my action be based upon a deed in this survey to commence more than ten years from the date of the certification, however, on. (CRS 13-80-105)

LINE TABLE

LINE	BEARING	LENGTH
L1	N69°50'58"E	30.00' L2
	N00°09'16"W	40.00'
L3	N60°08'37"E	12.20'
L4	S00°09'49"E	48.05'



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 6-3-2021. SCALB: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Warranty Deed, as recorded July 28, 2004, as Reception No. 2989120 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South $89^{\circ}46'49''$ West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South $00^{\circ}09'16''$ East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;
THENCE North $89^{\circ}50'58''$ East a distance of 659.64 feet to the west line of Reception No. 2989120 and the POINT OF BEGINNING;
THENCE North $00^{\circ}09'49''$ West, along said west line, a distance of 46.05 feet;
THENCE North $60^{\circ}08'37''$ East a distance of 220.16 feet;
THENCE North $89^{\circ}35'49''$ East a distance of 10.69 feet to the east line of Reception No. 2989120;
THENCE South $00^{\circ}09'18''$ East, along said east line, a distance of 40.00 feet;
THENCE South $60^{\circ}08'37''$ West a distance of 232.46 feet to the POINT OF BEGINNING.

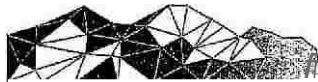
Said described parcel of land contains 9,266 Square Feet or 0.213 Acres, more or less (\pm).

SURVEYORS STATEMENT

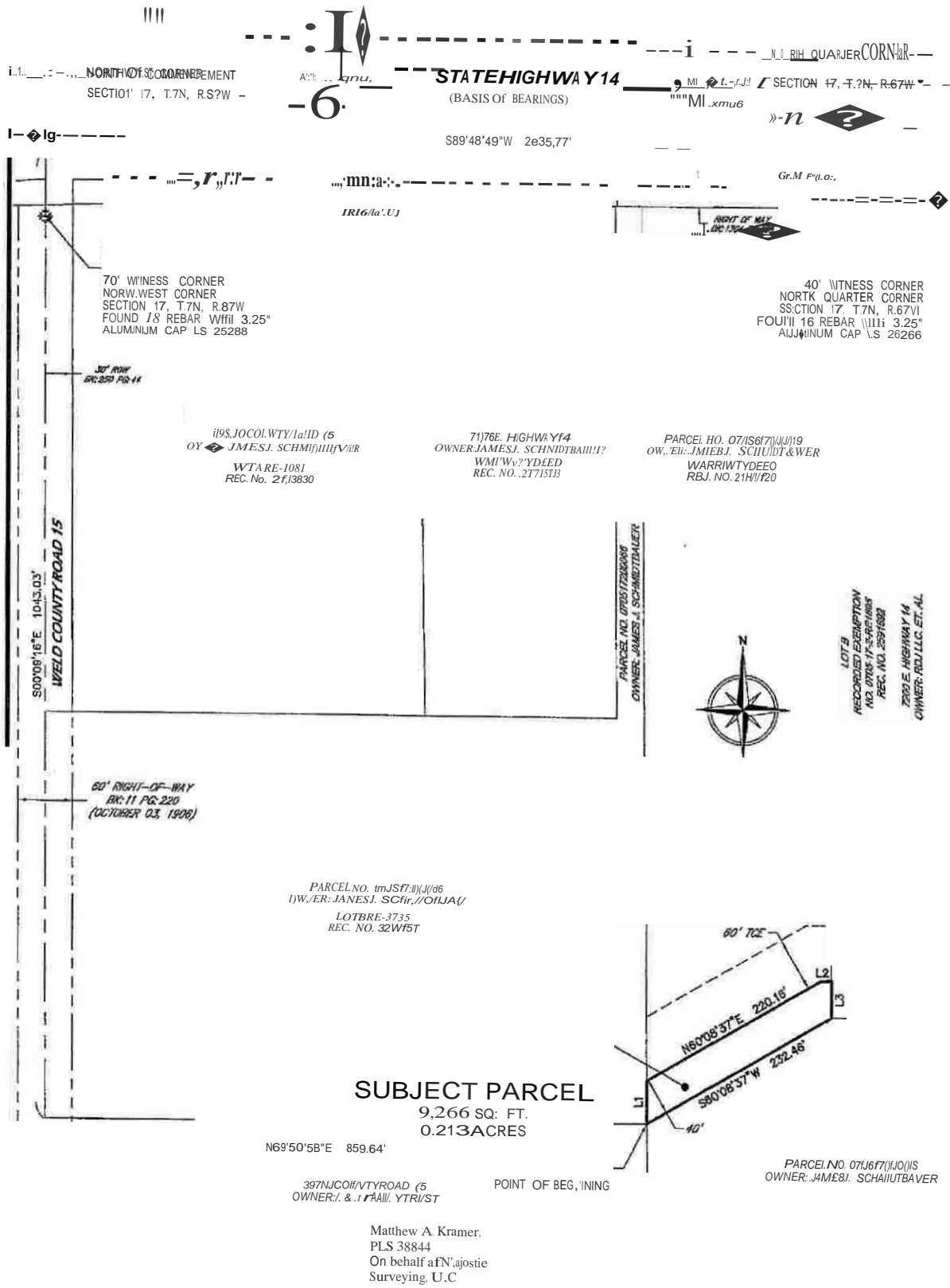
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



SUBJECT PARCEL

9,266 SQ. FT.
 0.213 ACRES

N69°50'58"E 859.64'

3971JCOI/NTYROAD (5)
 OWNER: JAMES J. SCHMIDTBAUER

POINT OF BEGINNING

Matthew A. Kramer,
 PLS 38844
 On behalf of Matthew A. Kramer,
 Surveying, U.C.



UNE TABLE

LINE	BEARING	LENGTH
L1	N00°09'42"W	46.05'
L2	N89°35'42"E	10.69'
L3	S00°00'12"E	40.00'

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ficairoshowobo:=u.(CRS II-10.101)



PROJECT NO:
2023030 CLIENT:
DITESCO
DATE: 5-31-2024
SCALE: 1"=100'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is made this _____ day of _____, 2024 ("**Effective Date**"), by and between James J. Schmidtbauer and Janice M. Schmidtbauer, whose address is 39934 County Road 15, Fort Collins, CO 80524 ("**Grantor**"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "**District**").

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

2. **Grant of Temporary Easement.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "**Temporary Easement**") in, on, under, over, across and upon the real property legally described on Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference (the "**Temporary Easement Area**").

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

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

4. Term. The Temporary Easement shall begin Ten (10) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Commencement Date, whichever shall first occur ("**Term**"). The expiration of the Term shall have no effect on the District's permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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

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

improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that so long as the same does not interfere with or endanger the Improvements, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in

each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

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

GRANTOR:

GRANTOR:

James J. Schmidtbauer

Janice M. Schmidtbauer

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by James J. Schmidtbauer and Janice M. Schmidtbauer.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:
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

Legal Description of Grantor's Property

PARCEL A: THE E1/2 OF THE NW1/4 AND THE E1/2 OF THE W1/2 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., ALSO DESCRIBED AS THE E3/4 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO DONALD J. CARLSON BY DEED RECORDED NOVEMBER 7, 1983 AS RECEPTION NO. **1946215**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE NW1/4 OF SAID SECTION 17 AS BEARING SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID NW1/4 SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 46.60 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 846.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 921.24 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 846.60 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 876.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1773.90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: LOT B OF RECORDED EXEMPTION NO. 0705-17-2-RE-3735, RECORDED 7-28-2004 AT RECEPTION NO. **3203157**, BEING A PART OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE-3735, as recorded July 28, 2004, as Reception No. 3203157 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

CONIMENCIN" G at the Northwest Corner of said Section 17, and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 943.03 feet;

THENCE North 89°50'58" East a distance of 30.00 feet to the east Right-of-Way line of Quit Claim Deed recorded March 7, 1907, as Reception No. 117609 of the WCCR and the POINT OF BEGINNING;

THENCE North 89°50'58" East a distance of 603.13 feet;

THENCE North 60°08'37" East a distance of 30.50 feet to the east line of Lot B;

THENCE South 00°09'49" East a distance of 69.07 feet;

THENCE South 60°08'37" West a distance of 12.20 feet;

THENCE South 89°50'58" West a distance of 619.03 feet to the east Right of Way line of Reception No. 117609;

THENCE North 00°09'16" West, along said east line, a distance of 60.00 feet to the POINT OF BEGINNING.

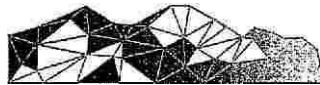
Said described parcel of land contains 37,946 Square Feet or 0.871 Acres, more or less (±).

SURVEYORS STATEMENT

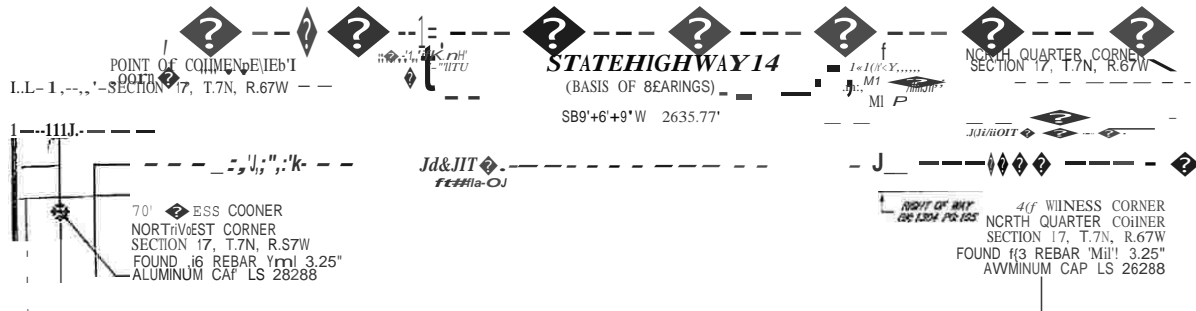
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that *this* Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



JWYCO/JIVTYRCW>fo
 OI?it-RAYESJ. 8CHMIO7BAVER
 LOTA RE-1081
 REC. NO. 21#R90

TOTBS: IF/GH/YAY14
 tmNEPl..iAMESJ. SCHMIO7BAVETI
 WAMANTYOE'EO
 REC. NO. 211751J

PARCEL NO. 011158f1XXX119
 OWNEP.: V.MESJ. SCH. YIOTBA/11:R
 WAMANTYO.:8)
 REC. NO. 29811>>



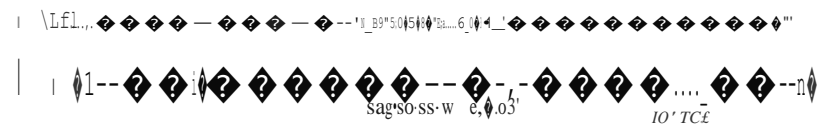
LOTA
 RECORDED EXEMPTION
 MO. 1895-17-2-REHARS
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 2001 E. HIGHWAY 14
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PAI/CaNO. 07116/12:1016
 OWNER-JAME9.L SCHMIO7BAUER
 tor,l —
 REC.NO. 32031/ff



SUBJECT PARCEL
 37,946 SQ. FT.
 0.871 ACRES



38750 CO/JNTY(0.41) f(1
 OWNER: L & JFAM: YTRIIST

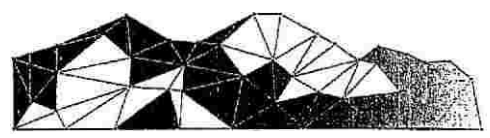
PARCEL NO. 07051700049
 OWNER: JAMES J. SCHMIDTBAUER

Note: This drawing does not represent a monumented land survey. It is a graphical representation of the accompanying written description.

Notice: According to Colorado law, all measurements are based on the NAD 83 datum. If there is any discrepancy between the measurements and the bearings, the bearings shall control.

LINE TABLE

LINE	BEARING	LENGTH
L1	N9°50'58"E	30.00' L2
L2	N60°08'37"E	30.50' L3
L3	S00°19'49"E	69.07' L4
L4	S60°08'37"W	12.20' L5
L5	N00°09'16"W	60.00'



MAJESTIC SURVEYING, LLC

Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

PROIBCT NO: 2023030
 DATE: 6-3-2024
 CLIEm: DITESCO
 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Warranty Deed, as recorded July 28, 2004, as Reception No. 2989120 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Comer at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Comer at the North Quarter Comer, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;

THENCE North 89°50'58" East a distance of 659.64 feet to the west line of Reception No. 2989120;

THENCE North 00°09'49" West, along said west line, a distance of 46.05 feet to the POINT OF BEGINNING.

THENCE North 00°09'49" West, continuing along said west line, a distance of 69.07 feet;

THENCE North 60°08'37" East a distance of 201.72 feet;

THENCE North 89°35'49" East a distance of 26.72 feet to the east line of Reception No. 2989120;

THENCE South 00°09'18" East, along said east line, a distance of 60.00 feet;

THENCE South 89°35'49" West a distance of 10.69 feet;

THENCE South 60°08'37" West a distance of 220.16 feet to the POINT OF BEGINNING.

Said described parcel of land contains 13,779 Square Feet or 0.316 Acres, more or less(±).

SURVEYORS STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



EXHIBIT A

PARCEL DESCRIPTION

Two tracts of land situate in the West Half (W1/2) of Section Sixteen (16), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 16, and assuming the south line of the Northwest Quarter of said Section 16, as bearing North 89°54'11" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,643.16 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the West Quarter Corner, and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 30462 at the Center Quarter Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE North 00°01'02" East, along the west line of the Northwest Quarter, a distance of 843.08 feet;

THENCE North 89°53'39" East a distance of 40.00 feet to the east Right-of-Way line of that parcel of land described in Right-of-Way Deed Recorded August 6, 1940, in Book 1066 at Page 454 as Reception Number 851832 of the records of the Weld County Clerk and Recorder (WCCR), and the POINT OF BEGINNING;

THENCE North 89°53'39" East a distance of 100.00 feet;

THENCE South 00°01'02" West a distance of 677.74 feet;

THENCE South 89°56'14" East a distance of 2,056.76 feet;

THENCE South 00°05'49" East a distance of 74.63 feet to the north Right-of-Way line of that parcel described in Deed recorded September 5, 1906, in Book 247 at Page 141, as Reception Number 112882 of the records of the Weld County Clerk and Recorder, to a point herein referred to as **POINT A**;

THENCE South 89°54'11" West, along said north line, a distance of 40.00 feet;

THENCE North 00°05'49" West a distance of 34.74 feet;

THENCE North 89°56'14" West a distance of 2,056.84 feet;

THENCE North 00°01'02" East a distance of 677.62 feet;

THENCE South 89°53'39" West a distance of 60.00 feet to the east line of Reception Number 851832;

THENCE North 00°01'02" East, along said east line, a distance of 40.00 feet to the POINT OF BEGINNING;

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned **POINT A**;

THENCE South 00°05'49" East a distance of 60.00 feet to the south Right-of-Way line of Book 247, Page 141, and the POINT OF BEGINNING;

THENCE South 00°05'49" East a distance of 80.00 feet;

THENCE North 89°54'11" East a distance of 337.37 feet;

THENCE South 08°47'46" East a distance of 25.48 feet;
THENCE North 89°53'24" East a distance of 3.85 feet;
THENCE South 00°03'34" West a distance of 470.63 feet;
THENCE North 87°08'59" East a distance of 100.13 feet;
THENCE North 62°33'35" East a distance of 0.15 feet to the east line of the Southwest Quarter of Section 16;
THENCE South 00°07'36" West, along said east line, a distance of 40.12 feet to the north line of that parcel described in Right-of-Way Deed recorded February 2, 1909, as Reception Number 137193 of the WCCR;
THENCE South 87°08'59" West, along said north line, a distance of 140.27 feet;
THENCE North 00°03'34" East a distance of 497.64 feet;
THENCE South 89°59'25" West a distance of 345.04 feet;
THENCE North 00°05'49" West a distance of 119.63 feet to the south line of Book 247, Page 141;
THENCE North 89°54'11" East, along said south line, a distance of 40.00 feet to the POINT OF BEGINNING;

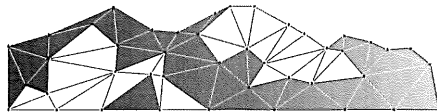
Said described parcels of land contain 157,070 Square Feet or 3.606 Acres, more or less(±).

SURVEYORS STATEMENT

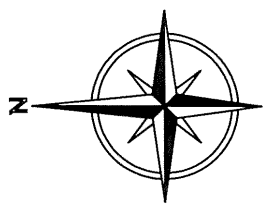
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



NW 1/4
SECTION 16

LINE TABLE

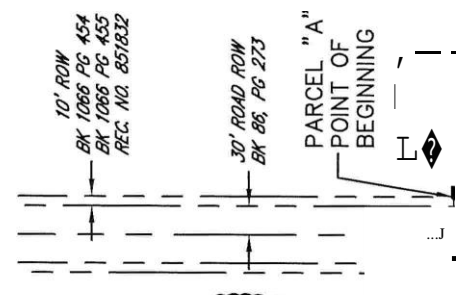
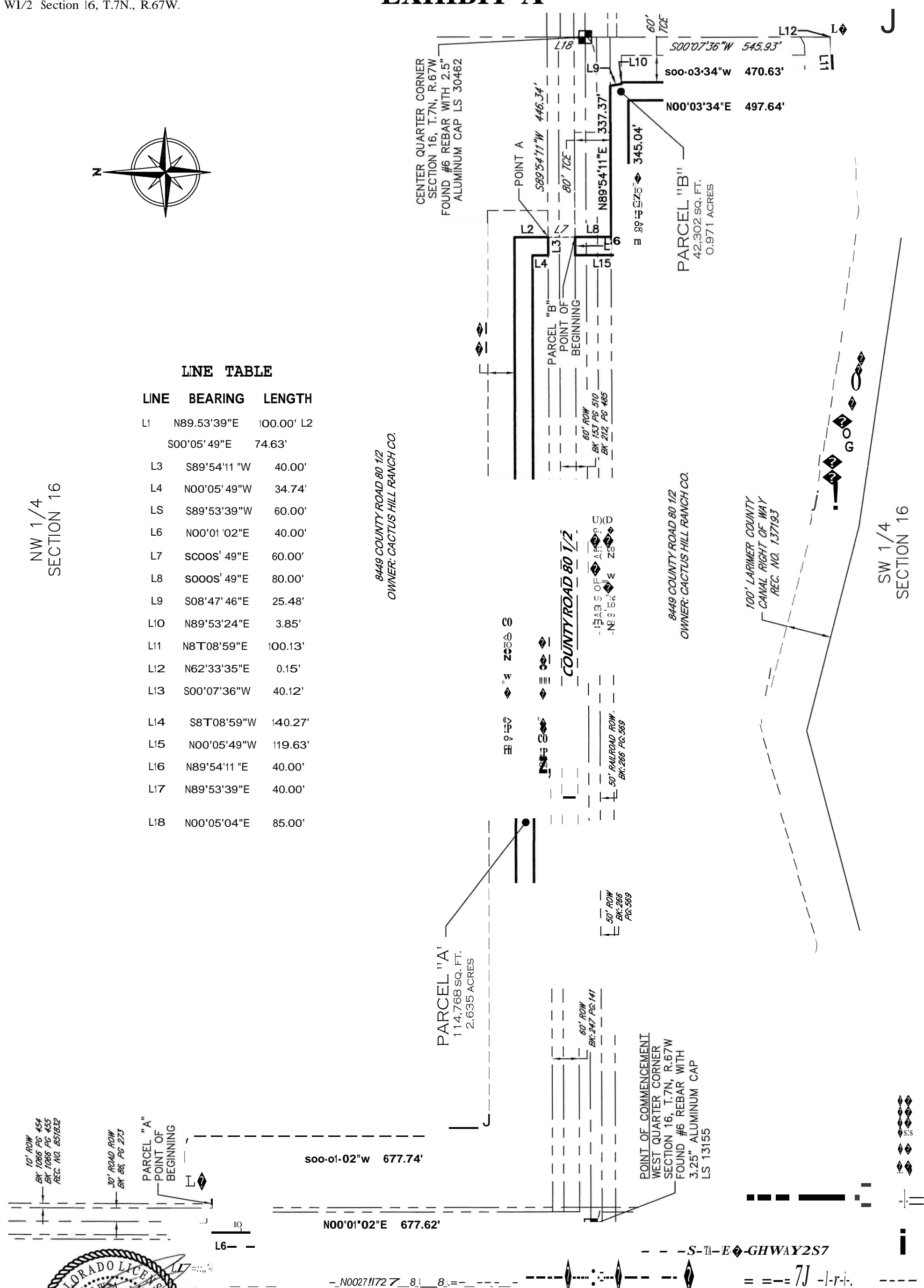
LINE	BEARING	LENGTH
L1	N89°53'39"E	100.00'
L2	S00°05'49"E	74.63'
L3	S89°54'11"W	40.00'
L4	N00°05'49"W	34.74'
L5	S89°53'39"W	60.00'
L6	N00°01'02"E	40.00'
L7	S00°05'49"E	60.00'
L8	S00°05'49"E	80.00'
L9	S08°47'46"E	25.48'
L10	N89°53'24"E	3.85'
L11	N87°08'59"E	100.13'
L12	N62°33'35"E	0.15'
L13	S00°07'36"W	40.12'
L14	S87°08'59"W	140.27'
L15	N00°05'49"W	119.63'
L16	N89°54'11"E	40.00'
L17	N89°53'39"E	40.00'
L18	N00°05'04"E	85.00'

8449 COUNTY ROAD 80 1/2
OWNER: CACTUS HILL RANCH CO.

8449 COUNTY ROAD 80 1/2
OWNER: CACTUS HILL RANCH CO.

100' LARIMER COUNTY
CANAL RIGHT OF WAY
REC. NO. 137193

SW 1/4
SECTION 16



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than

MAJESTIC SURVEYING

ten years from the date of the certification shown hereon. (CRS 13-80-105)

PROJECT NO: 2023030
DATE: 12-10-2024

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EXHIBIT A

PARCEL DESCRIPTION

A tract of land being part of Lot B, Family Farm Division No. FFD21-0015, as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Comer of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Comer, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Comer, and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°51'47" West, along the south line of the Northeast Quarter, a distance of 312.98 feet to the POINT OF BEGINNING;
THENCE South 89°51'47" West, continuing along said south line, a distance of 49.71 feet;
THENCE North 53°01'03" West a distance of 23.61 feet;
THENCE North 01°11'47" West a distance of 318.62 feet;
THENCE North 45°30'35" West a distance of 97.01 feet;
THENCE North 00°33'34" West a distance of 316.33 feet;
THENCE North 48°09'26" East a distance of 174.31 feet;
THENCE North 89°53'39" East a distance of 190.90 feet;
THENCE North 00°01'02" East a distance of 1185.38 feet;
THENCE North 89°58'58" West a distance of 525.70 feet;
THENCE North 00°01'02" East a distance of 40.00 feet to a point herein referred to as *POINT "A"*;
THENCE South 89°58'58" East a distance of 565.70 feet;
THENCE South 00°01'02" West a distance of 1,215.30 feet;
THENCE North 89°53'39" East a distance of 60.00 feet to the west line of State Highway 257, as described in Right-of-Way Deed recorded August 6, 1940, in Book 1066 at Page 457 as Reception No. 851835;
THENCE South 00°01'02" West, along said west line, a distance of 40.00 feet;
THENCE South 89°53'39" West a distance of 279.40 feet;
THENCE South 48°09'26" West a distance of 149.29 feet;
THENCE South 00°33'34" East a distance of 290.33 feet;
THENCE South 45°30'35" East a distance of 96.82 feet;
THENCE South 01°11'47" East a distance of 316.27 feet;
THENCE South 53°01'03" East a distance of 48.68 feet to the POINT OF BEGINNING.

TOGETHER WITH;

PARCEL B:

COMMENCING at aforementioned *POINT "A"*;
THENCE North 57°34'23" West a distance of 517.79 feet to the POINT OF BEGINNING;
THENCE South 23°21'38" West a distance of 41.79 feet;
THENCE North 83°28'35" West a distance of 178.31 feet;
THENCE North 88°51'07" West a distance of 26.39 feet to a point on the northerly line of Lot B, herein referred to as *POINT "B"*;
THENCE along said northerly line, being the arc of a curve concave to the southeast a distance of 83.49 feet, having a Radius of 1,166.61 feet, a Delta of 04°06'02" and is subtended by a chord that bears North 65°56'22" East a distance of 83.48 feet;
THENCE South 83°28'35" East, along a line non-tangent to the aforesaid curve, a distance of 144.83 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL C:

COMMENCING at aforementioned **POINT "B"**;
THENCE North 88°51'07" West a distance of 137.16 feet;
THENCE North 23°37'02" West a distance of 219.54 feet;
THENCE South 89°38'57" West a distance of 319.31 feet to the northeasterly line of Lot B and the POINT OF BEGINNING;
THENCE South 89°38'57" West a distance of 602.18 feet to the east Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE North 18°39'19" West, along said east line, a distance of 42.13 feet to a point whence the North Quarter Comer of Section 17 bears North 63°53'06" West a distance of 169.60 feet;
THENCE North 89°38'57" East a distance of 603.84 feet to the northeasterly line of Lot B;
THENCE South 16°28'56" East, along said northeasterly line, a distance of 41.64 feet to the POINT OF BEGINNING.

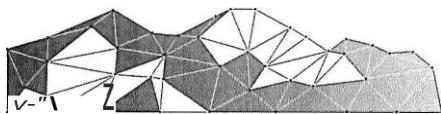
Said described parcels of land contain 137,759 Square Feet or 3.163 Acres, more or less (±).

SURVEYORS STATEMENT

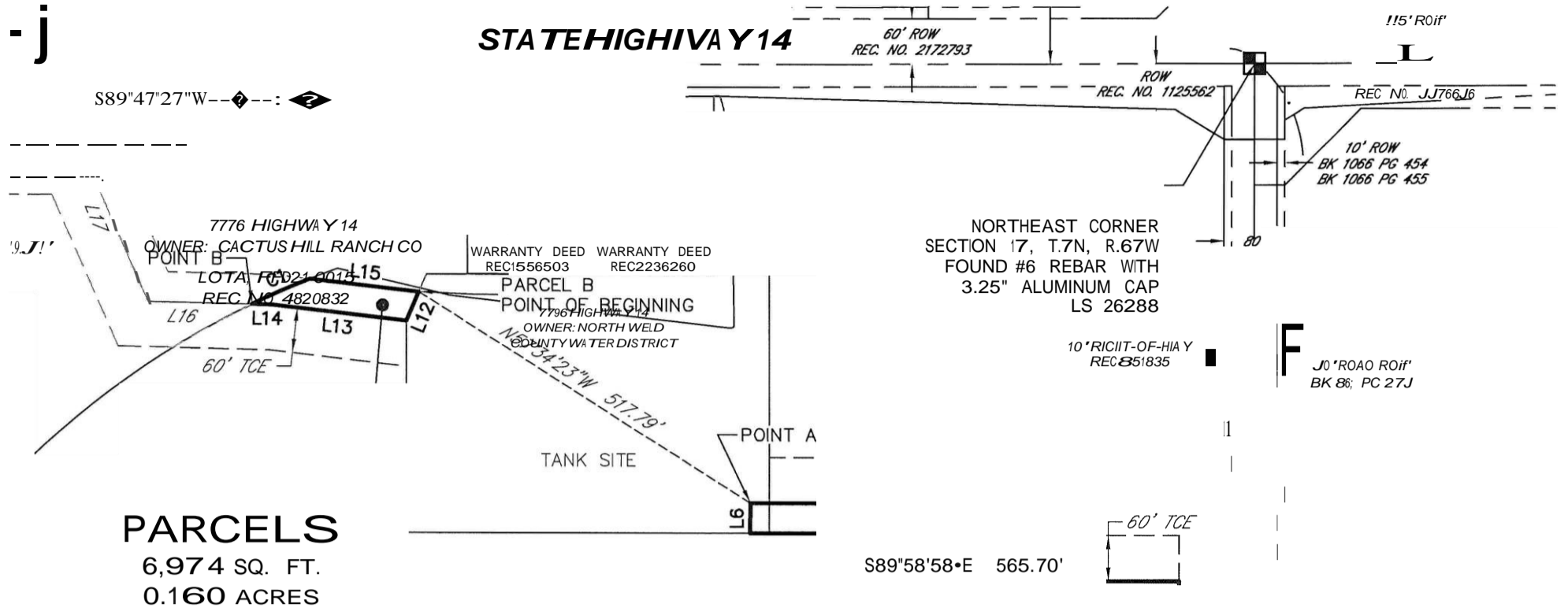
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



PARCELS
6,974 SQ. FT.
0.160 ACRES

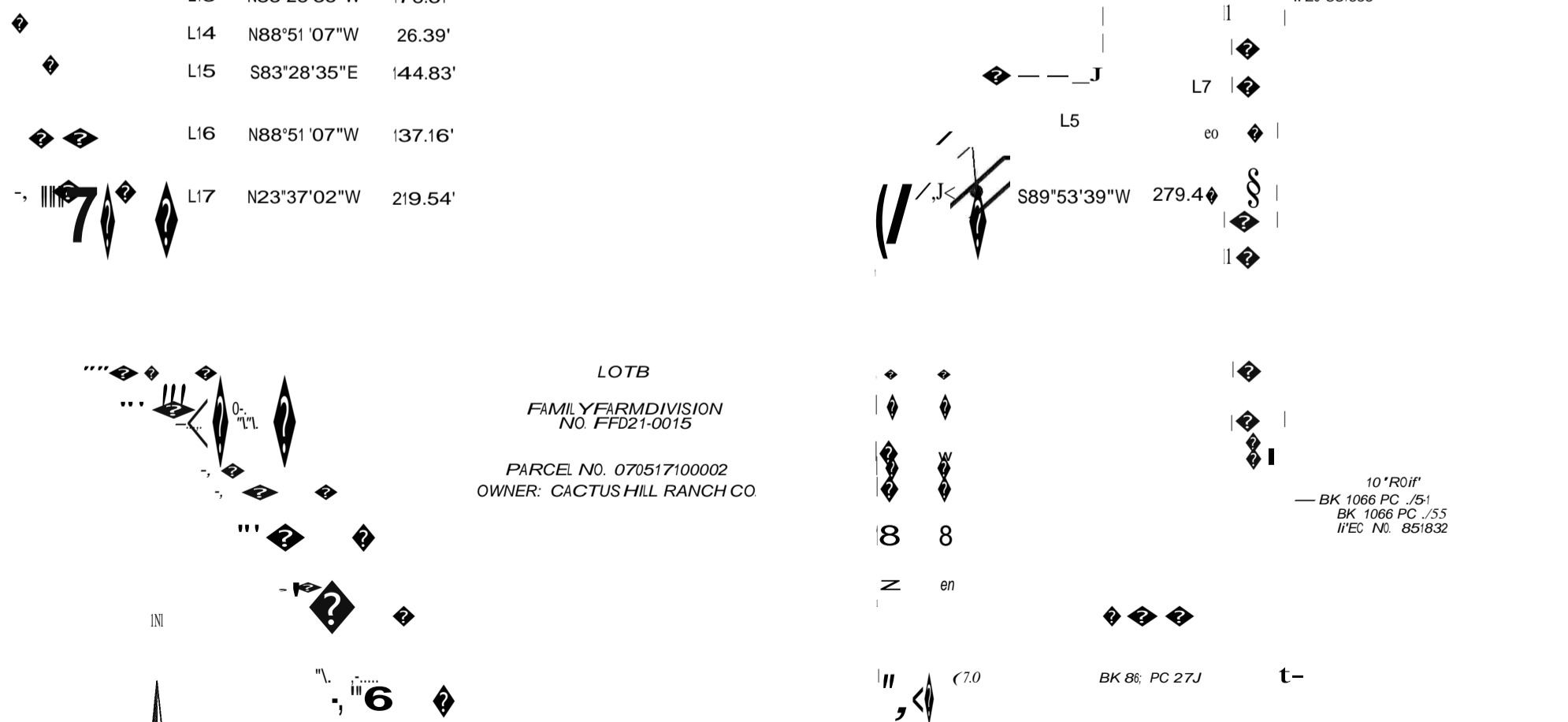
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	83.49'	1166.61'	4°06'02"	83.48'	N65°56'22"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°51'47"W	49.71'
L2	N53°01'03"W	23.61'
L3	N45°30'35"W	97.01'
L4	N48°09'26"E	174.31'
L5	N89°53'39"E	190.90'
L6	N00°01'02"E	40.00'
L7	N89°53'39"E	60.00'
L8	S00°01'02"W	40.00'
L9	S48°09'26"W	149.29'
L10	S45°30'35"E	96.82'
L11	S53°01'03"E	48.68'
L12	S23°21'38"W	41.79'
L13	N83°28'35"W	178.31'
L14	N88°51'07"W	26.39'
L15	S83°28'35"E	144.83'
L16	N88°51'07"W	137.16'
L17	N23°37'02"W	219.54'

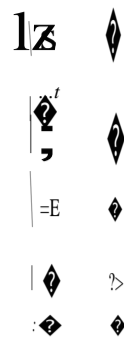
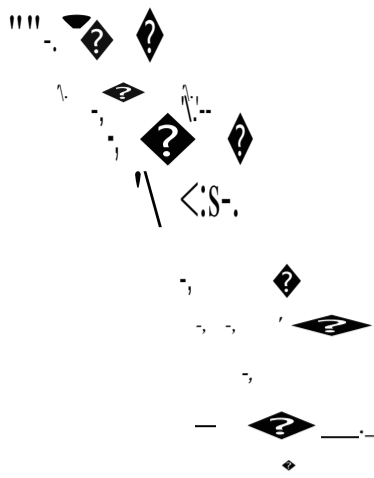
NE 1/4 SECTION 17
PARCEL A
106,665 SQ. FT.
2.449 ACRES



Matthew ; 38844
On beh: rveying, LLC

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

PROJECT NO: 2023030
DATE: 12-4-2024
CLIENT: DITESCO
SCALE: 1"=200'

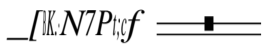


POINT OF COMMENCEMENT

EAST QUARTER CORNER
SECTION 17, T.7N, R.67W

|| FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 13155

60' R0if



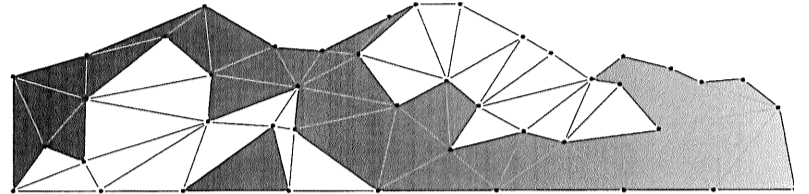
77 S89°1'47"Jf/ J2.98'

CHBO f/2

50' RAILROAD R0if
8K.266 PC.569

PARCEL A
POINT OF BEGINNING

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.



MAJESTIC SURVEYING



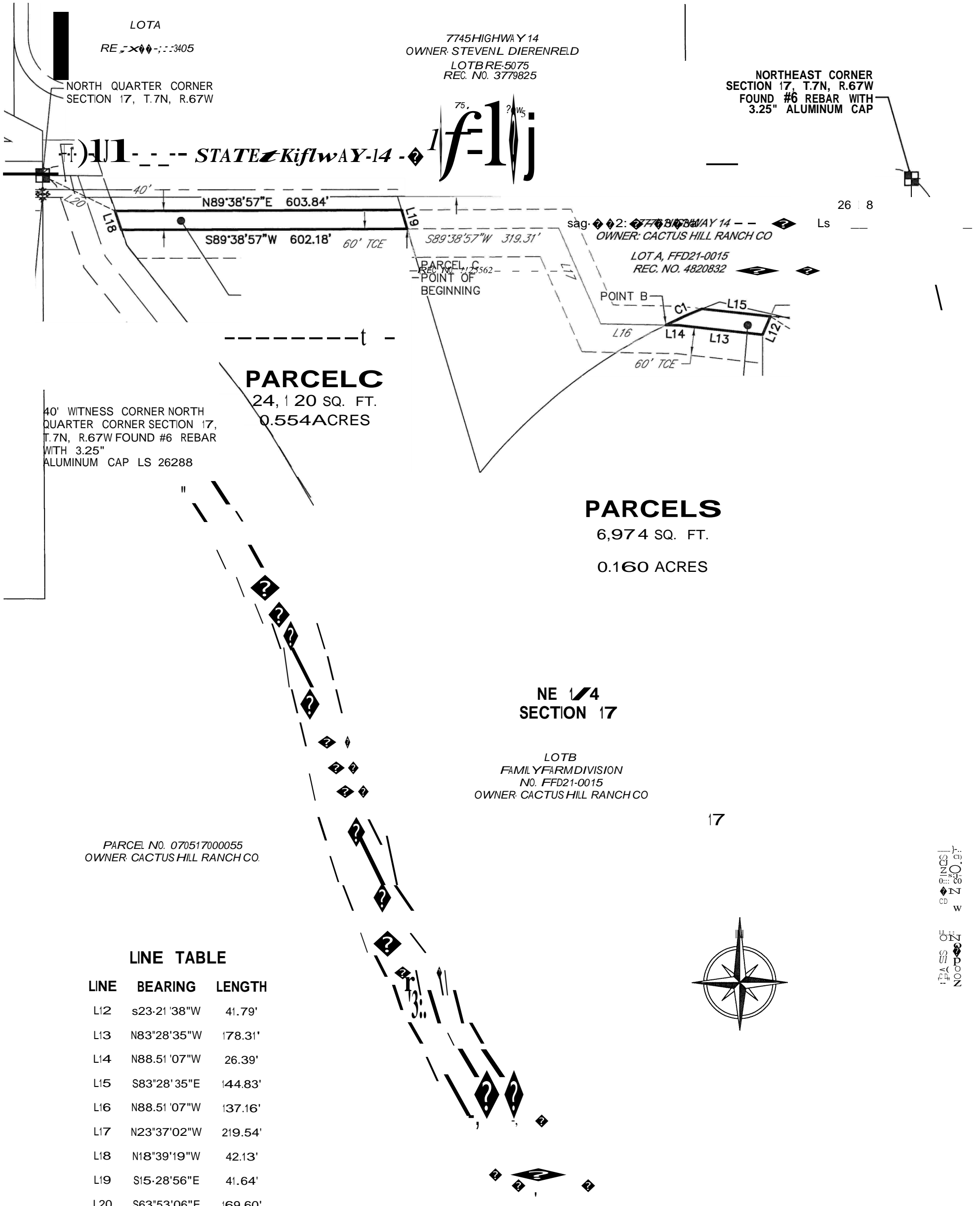
Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

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PROJECT NO: 2023030
DATE: 12-4-2024

CLIENT: DITESCO
SCALE: 1"=200'

EXHIBIT A



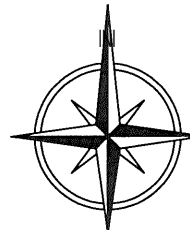
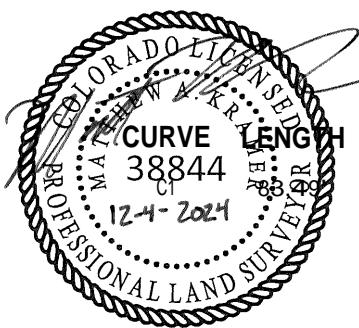
PARCEL NO. 070517000055
OWNER: CACTUS HILL RANCH CO.

LINE TABLE

LINE	BEARING	LENGTH
L12	s23°21'38"W	41.79'
L13	N83°28'35"W	178.31'
L14	N88.51'07"W	26.39'
L15	S83°28'35"E	144.83'
L16	N88.51'07"W	137.16'
L17	N23°37'02"W	219.54'
L18	N18°39'19"W	42.13'
L19	S15°28'56"E	41.64'
L20	S63°53'06"E	169.60'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	CHORD	CH BEARING
38844	1166.61'	4°05'02"	83.48'	N65.56°22'E



17
 SECTION 17
 T.7N. R.67W.

drawing does not represent a monumented land survey.
Its sole purpose is a graphic representation of the
accompanying written description.

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 13155



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

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030
DATE: 12-4-2024

CLIENT: DITESCO
SCALE: 1"=200'

EXHIBIT A

PARCEL DESCRIPTION

A tract of land situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter Comer of said Section 17, and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Comer, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Comer, and with all other bearings contained herein relative thereto;

THENCE South 89°51'47" West, along the north line of the Southeast Quarter, a distance of 312.98 feet to the POINT OF BEGINNING;

THENCE South 53°01'03" East a distance of 196.98 feet;

THENCE South 00°04'58" East a distance of 307.52 feet to the north Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135 of the WCCR;

THENCE North 70°29'19" West, along said north Right-of-Way line of said ditch a distance of 318.84 feet;

THENCE North 00°04'58" West a distance of 281.91 feet;

THENCE North 53°01'03" West a distance of 221.68 feet to the north line of the Southeast Quarter;

THENCE North 89°51'47" East, along said north line, a distance of 49.71 feet to the POINT OF BEGINNING.

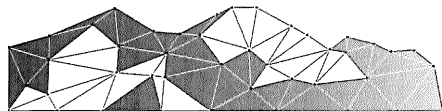
Said described parcel of land contains 15,121 Square Feet or 0.347 Acres, more or less(±).

SURVEYORS STATEMENT

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

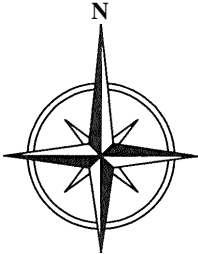
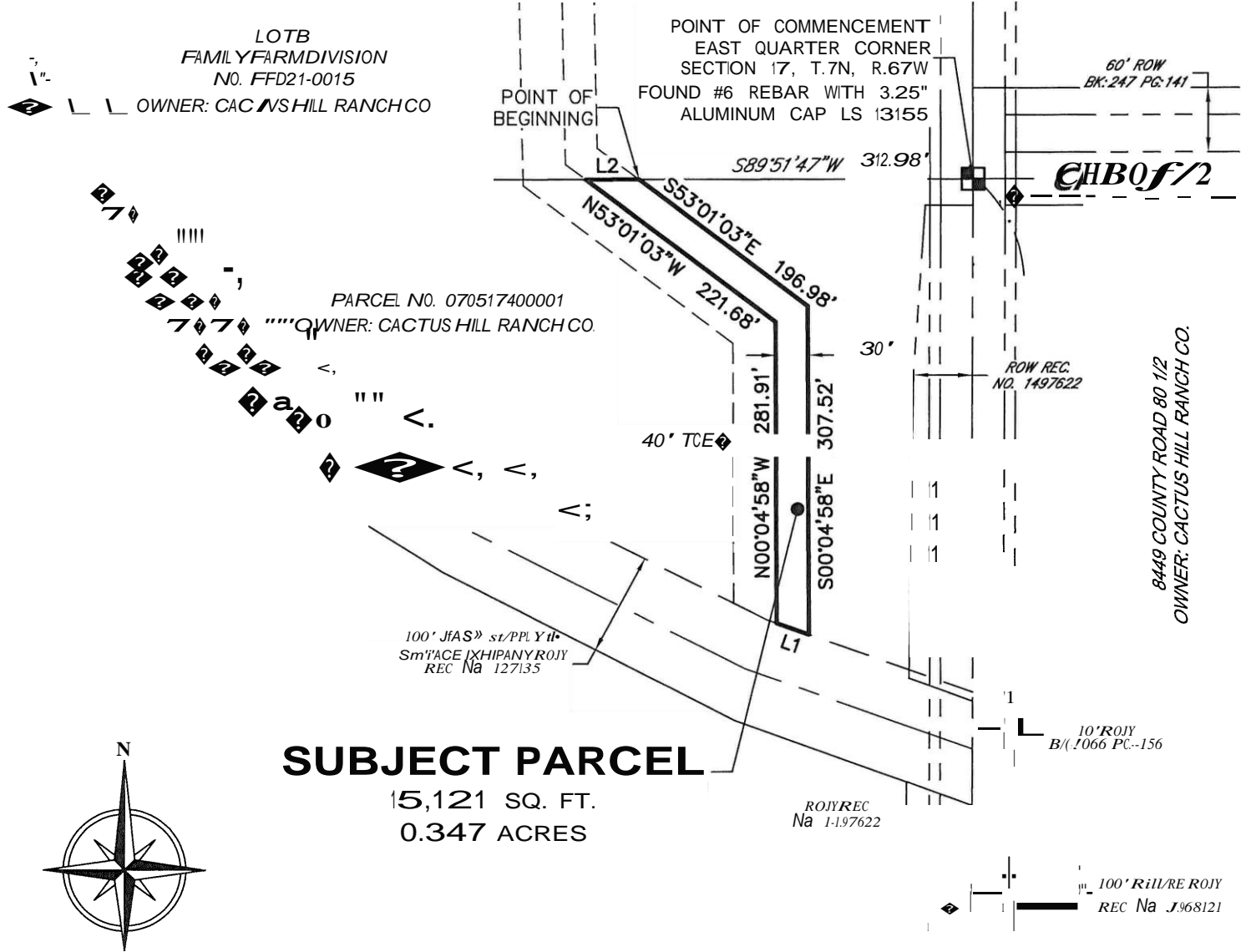


Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550

EXHIBIT A



SUBJECT PARCEL
15,121 SQ. FT.
0.347 ACRES

PARCEL NO. 070517400002

OWNER: CACTUS HILL RANCH CO.

SPECIAL WARRANTY DEED
REC. NO. 4076256

LINE TABLE

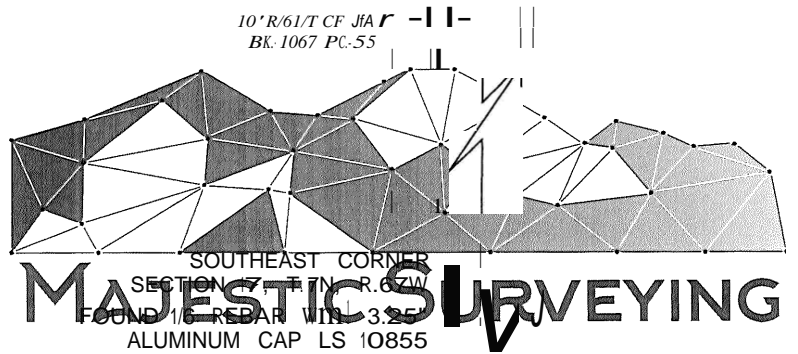
LINE	BEARING	LENGTH
L1	N70°29'19"W	31.84'
L2	N89°51'47"E	49.71'

SE 1/4
SECTION 17

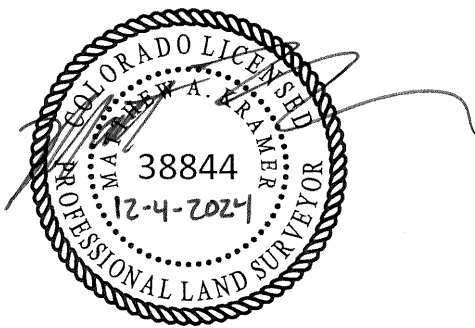
S

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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MAJESTIC SURVEYING



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030
DATE: 12-4-2024

CLIENT: DITESCO
SCALE: 1"=150'

EXHIBIT A

PARCEL DESCRIPTION

A tract of land, being part of Lot B, Family Farm Division No. FFD21-0015 as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Comer of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Comer, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Comer, and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°51'47" West, along the south line of the Northeast Quarter, a distance of 362.69 feet to the POINT OF BEGINNING;
THENCE South 89°51'47" West, continuing along said south line, a distance of 58.57 feet;
THENCE North 01°11'47" West a distance of 315.85 feet;
THENCE North 45°30'35" West a distance of 97.27 feet;
THENCE North 00°33'34" West a distance of 350.98 feet;
THENCE North 48°09'26" East a distance of 207.67 feet;
THENCE North 89°53'39" East a distance of 146.23 feet;
THENCE North 00°01'02" East a distance of 1,145.51 feet;
THENCE South 89°58'58" East a distance of 60.00 feet to a point herein referred to as **POINT "A"**;
THENCE South 00°01'02" West a distance of 1,185.38 feet;
THENCE South 89°53'39" West a distance of 190.90 feet;
THENCE South 48°09'26" West a distance of 174.31 feet;
THENCE South 00°33'34" East a distance of 316.33 feet;
THENCE South 45°30'35" East a distance of 97.01 feet;
THENCE South 01°11'47" East a distance of 318.62 feet;
THENCE South 53°01'03" East a distance of 23.61 feet to the POINT OF BEGINNING.

TOGETHER WITH;

PARCEL B:

COMMENCING at aforementioned **POINT "A"**;
THENCE North 45°01'02" East a distance of 56.57 feet to the POINT OF BEGINNING;
THENCE North 89°58'58" West a distance of 540.70 feet;
THENCE North 00°01'02" East a distance of 60.00 feet to a point herein referred to as **POINT "B"**;
THENCE South 89°58'58" East a distance of 540.70 feet;
THENCE South 00°01'02" West a distance of 60.00 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL C:

COMMENCING at aforementioned **POINT "B"**;
THENCE North 69°27'53" West a distance of 511.12 feet to the POINT OF BEGINNING;
THENCE South 00°00'00" East a distance of 60.39 feet;
THENCE North 83°28'35" West a distance of 182.36 feet;
THENCE North 88°51'07" West a distance of 126.71 feet to a point on the northerly line of Lot B, herein referred to as **POINT "C"**;
THENCE along said northerly line, being the arc of a curve concave to the southeast a distance of 119.37 feet, having a Radius of 1,166.61 feet, a Delta of 05°51'45" and is subtended by a chord that bears North 60°57'29" East a distance of 119.32 feet;
THENCE South 88°51'07" East, along a line non-tangent to the aforesaid curve, a distance of 26.39 feet;

THENCE South 83°28'35" East a distance of 178.31 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCELD:

COMMENCING at aforementioned **POINT "C"**;

THENCE North 88°51'07" West a distance 72.42 feet;

THENCE North 23°37'02" West a distance of 218.42 feet;

THENCE South 89°38'57" West a distance of 262.45 feet to the northeasterly line of Lot Band the POINT OF BEGINNING;

THENCE South 89°38'57" West a distance of 586.90 feet to the east Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;

THENCE along said east line the following two courses;

THENCE North 38°19'19" West a distance of 36.08 feet;

THENCE North 18°39'19" West a distance of 33.24 feet to a point herein referred to as **POINT "D"**;

THENCE North 89°38'57" East a distance of 602.18 feet to the northeasterly line of Lot B;

THENCE South 16°28'56" East, along said northeasterly line, a distance of 62.46 feet to the POINT OF BEGINNING.

TOGETHER WITH;

PARCELE:

COMMENCING at aforementioned **POINT "D"**;

THENCE North 18°39'19" West, along the east Right-of-Way line of the Water Supply and Storage Company Ditch, a distance of 42.13 feet to the POINT OF BEGINNING;

THENCE North 18°39'19" West, continuing along said east line, a distance of 30.59 feet;

THENCE North 89°38'57" East a distance of 100.00 feet;

THENCE South 00°21'03" East a distance of 29.04 feet;

THENCE South 89°38'57" West a distance of 90.39 feet to the POINT OF BEGINNING.

Said described parcels of land contain 201,075 Square Feet or 4.616 Acres, more or less(±).

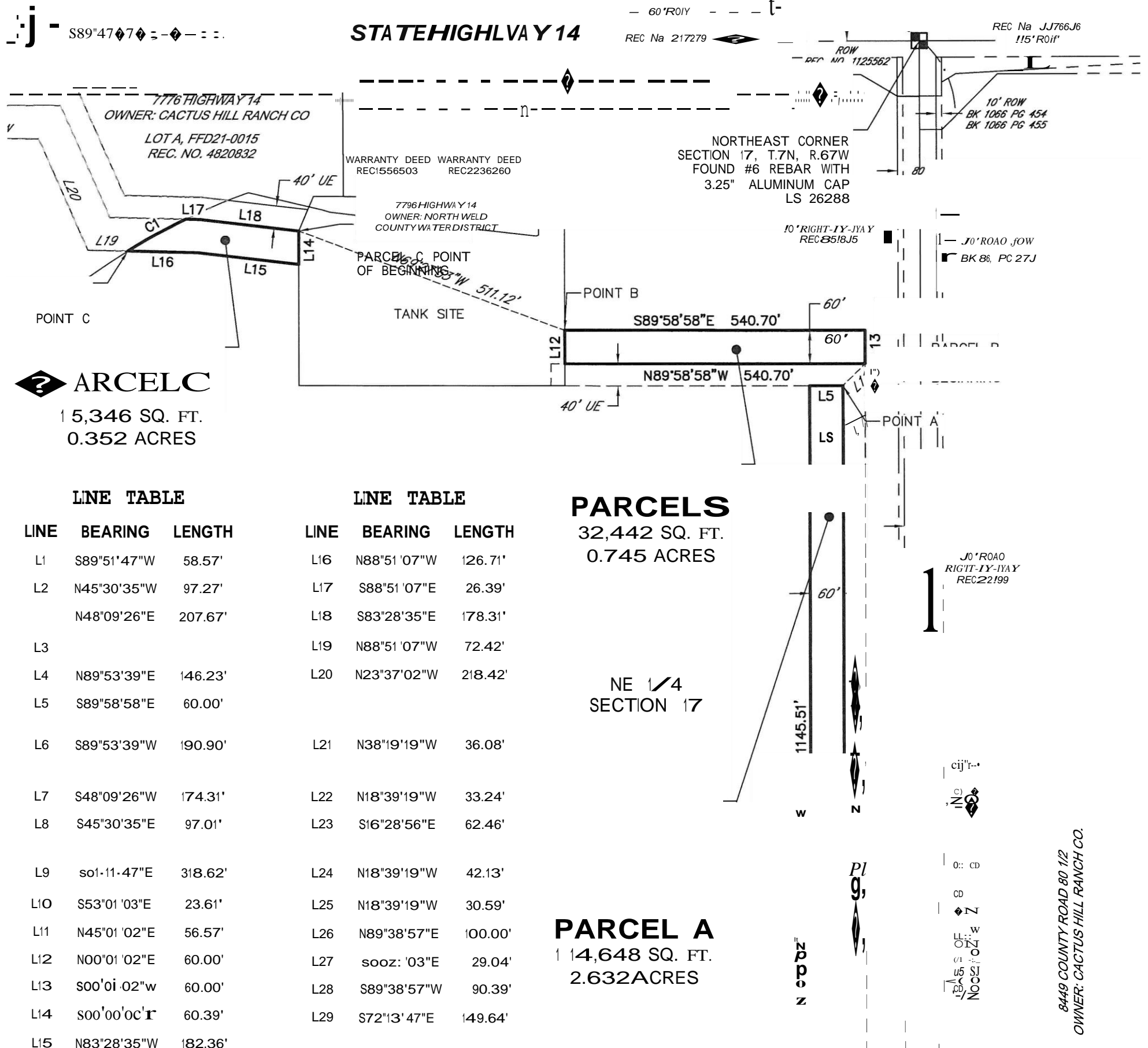
SURVEYORS STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





ARCELC
15,346 SQ. FT.
0.352 ACRES

LINE	BEARING	LENGTH
L1	S89°51'47"W	58.57'
L2	N45°30'35"W	97.27'
	N48°09'26"E	207.67'
L3		
L4	N89°53'39"E	146.23'
L5	S89°58'58"E	60.00'
L6	S89°53'39"W	190.90'
L7	S48°09'26"W	174.31'
L8	S45°30'35"E	97.01'
L9	S01°11'47"E	318.62'
L10	S53°01'03"E	23.61'
L11	N45°01'02"E	56.57'
L12	N00°01'02"E	60.00'
L13	S00°01'02"W	60.00'
L14	S00°00'00"E	60.39'
L15	N83°28'35"W	182.36'

LINE	BEARING	LENGTH
L16	N88°51'07"W	126.71'
L17	S88°51'07"E	26.39'
L18	S83°28'35"E	178.31'
L19	N88°51'07"W	72.42'
L20	N23°37'02"W	218.42'
L21	N38°19'19"W	36.08'
L22	N18°39'19"W	33.24'
L23	S16°28'56"E	62.46'
L24	N18°39'19"W	42.13'
L25	N18°39'19"W	30.59'
L26	N89°38'57"E	100.00'
L27	S00°01'03"E	29.04'
L28	S89°38'57"W	90.39'
L29	S72°13'47"E	149.64'

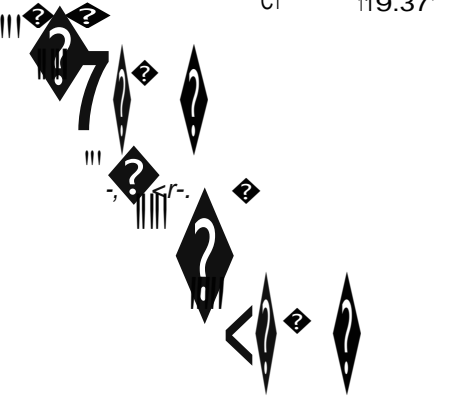
PARCELS
32,442 SQ. FT.
0.745 ACRES

PARCEL A
14,648 SQ. FT.
2.632 ACRES

CURVE TABLE

CURVE LENGTH RADIUS DELTA CHORD CH BEARING

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.37'	1166.61'	5°51'45"	119.32'	N60°57'29"E



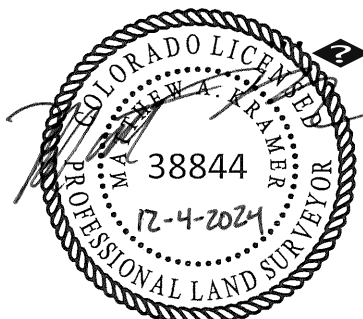
NO. FFD21-0015

LOT B
FAMILY FARM DIVISION

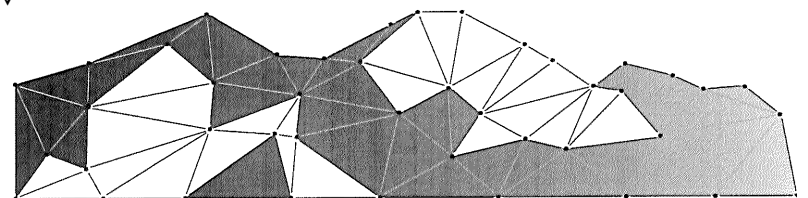
PARCEL NO. 070517100002
OWNER: CACTUS HILL RANCH CO

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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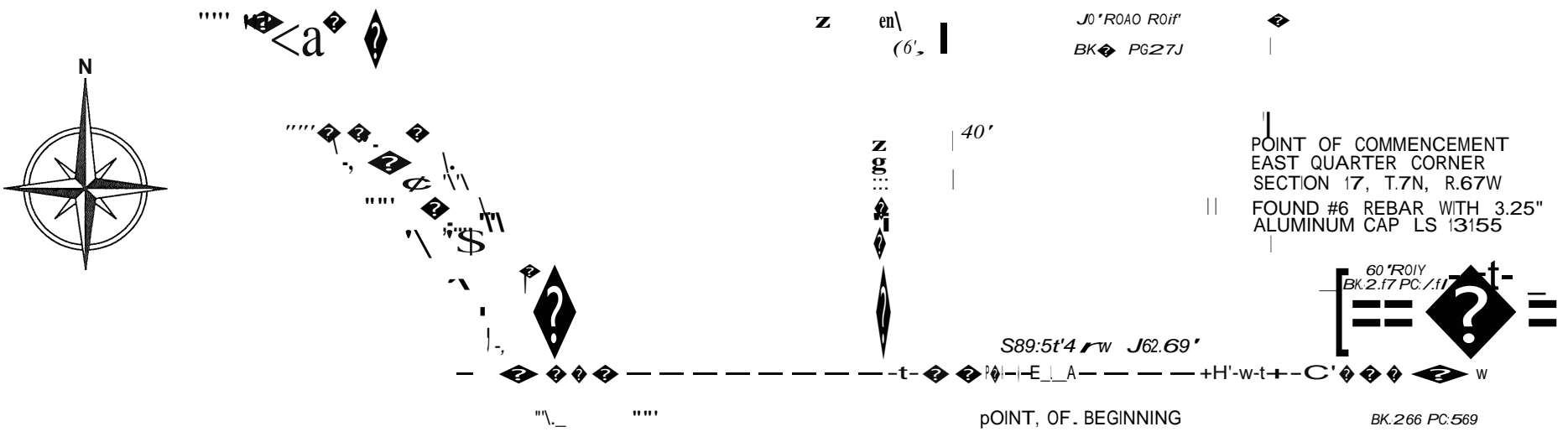
Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

PROJECT NO: 2023030
DATE: 12-4-2024

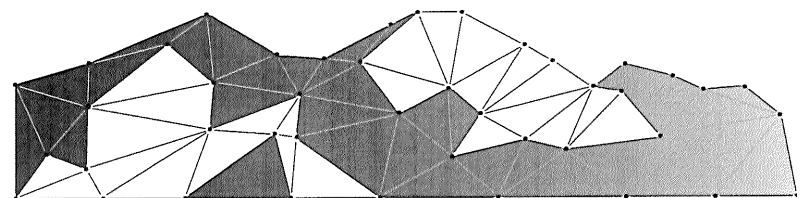
CLIENT: DITESCO
SCALE: 1"=200'



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

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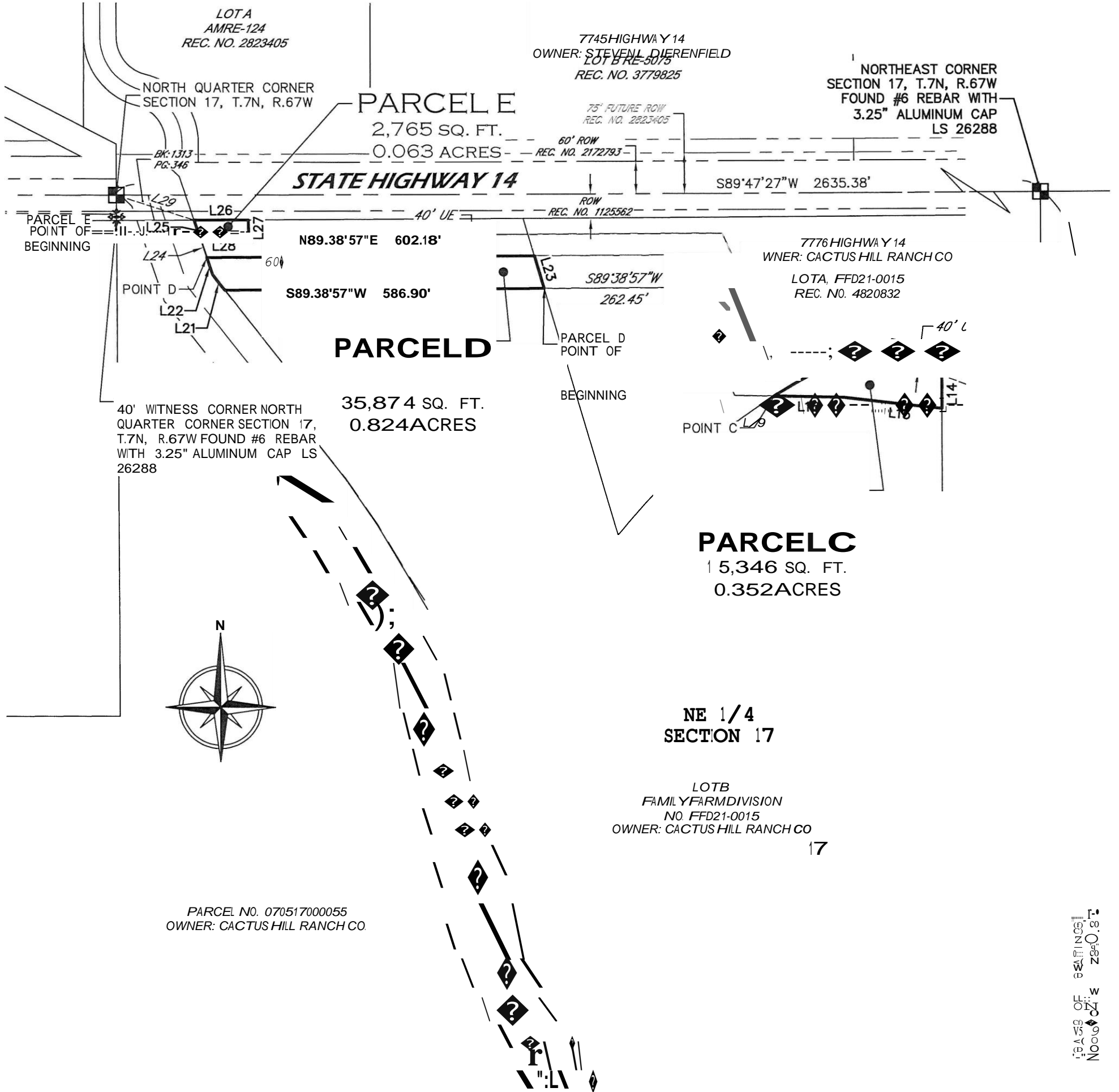


MAJESTIC SURVEYING

PROJECT NO: 2023030
 DATE: 12-4-2024

CLIENT: DITESCO
 SCALE: 1"=200'

EXHIBIT A



LINE TABLE

LINE	BEARING	LENGTH
L1	S89°51'47"W	58.57'
L2	N45°30'35"W	97.27'
L3	N48°09'26"E	207.67'
L4	N89°53'39"E	146.23'
L5	S89°58'58"E	60.00'
L6	S89°53'39"W	190.90'
L7	S48°09'26"W	174.31'
L8	S45°30'35"E	97.01'
L9	S01°11'47"E	318.62'
L10	S53°01'00"E	23.61'

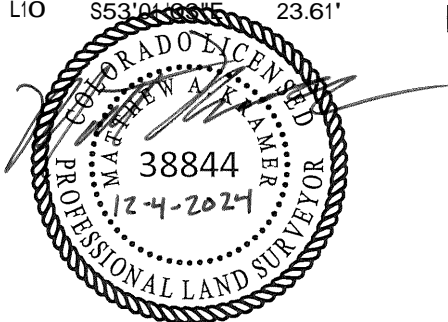
LINE TABLE

LINE	BEARING	LENGTH
L11	N45°01'48"E	56.58'
L12	N00°01'02"E	59.99'
L13	S00°00'00"E	60.00'
L14	S00°00'00"E	60.39'
L15	N83°28'35"W	182.36'
L16	N88°51'07"W	126.71'
L17	S88°51'07"E	26.39'
L18	S83°28'35"E	178.31'
L19	N88°51'07"W	72.42'
L20	N23°37'02"W	218.42'

LINE TABLE

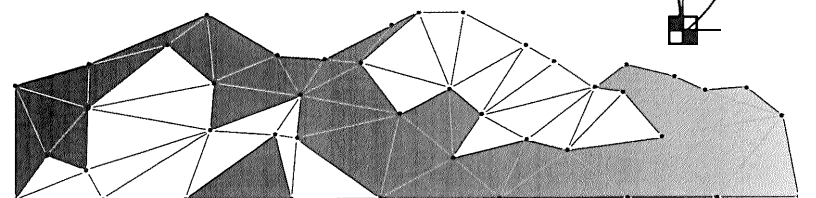
LINE	BEARING	LENGTH
L21	N38°19'19"W	36.08'
L22	N18°39'19"W	33.24'
L23	S16°28'56"E	62.46'
L24	N18°39'19"W	42.13'
L25	N18°39'19"W	30.59'
L26	N89°38'57"E	100.00'
L27	S00°21'03"E	29.04'
L28	S89°38'57"W	90.39'
L29	S72°13'47"E	149.64'

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH 3.25"



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



MAJESTIC SURVEYING

PROJECT NO: 2023030
DATE: 12-4-2024

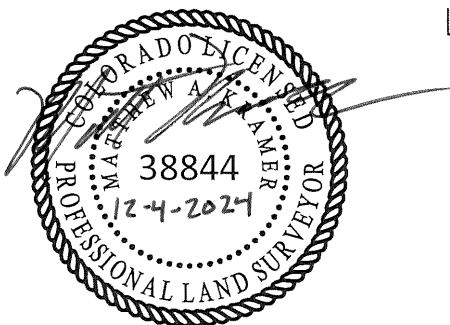
CLIENT: DITESCO
SCALE: 1"=200'

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

12-4-2024
 38844
 MATTHEW A. KRAMER
 PROFESSIONAL LAND SURVEYOR
 STATE OF COLORADO

CURVE TABLE

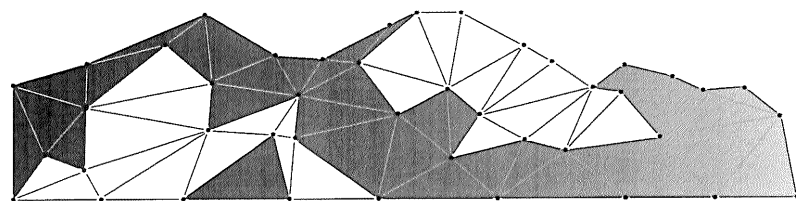
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.37'	1166.61'	5'51" 45"	119.32'	N60°57'29"E



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

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MAJESTIC SURVEYING

PROJECT NO: 2023030
DATE: 12-4-2024

CLIENT: DITESCO
SCALE: 1"=200'

EXHIBIT A

PARCEL DESCRIPTION

Three tracts of land situate in the West Half (W1/2) of Section Sixteen (16), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 16, and assuming the south line of the Northwest Quarter of said Section 16 as bearing North 89°54' 11" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,643.16 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the West Quarter Corner, and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 30462 at the Center Quarter Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE North 00°01' 02" East, along the west line of the Northwest Quarter, a distance of 843.08 feet;

THENCE North 89°53' 39" East a distance of 100.00 feet to the POINT OF BEGINNING;

THENCE North 00°01' 02" East a distance of 60.00 feet;

THENCE North 89°53' 39" East a distance of 100.00 feet;

THENCE South 00°01' 02" West a distance of 677.92 feet;

THENCE South 89°56' 14" East a distance of 2,056.65 feet;

THENCE South 00°05' 49" East a distance of 134.46 feet to the north Right-of-Way line of that parcel described in Deed recorded September 5, 1906, in Book 247 at Page 141 as Reception Number 112882 of the records of the Weld County Clerk and Recorder;

THENCE South 89°54' 11" West, along said north line, a distance of 60.00 feet to a point herein referred to as **POINT A**;

THENCE North 00°05' 49" West a distance of 74.63 feet;

THENCE North 89°56' 14" West a distance of 2,056.76 feet;

THENCE North 00°01' 02" East a distance of 677.74 feet;

THENCE South 89°53' 39" West a distance of 40.00 feet to the POINT OF BEGINNING;

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned **POINT A**;

THENCE South 00°05' 49" East a distance of 60.00 feet to the south Right-of-Way line of Book 247, Page 141, and the POINT OF BEGINNING;

THENCE North 89°54' 11" East a distance of 234.04 feet;

THENCE South 00°00' 35" East a distance of 80.00 feet to a point herein referred to as **POINT B**;

THENCE South 89°54' 11" West a distance of 233.92 feet;

THENCE North 00°05' 49" West a distance of 80.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL "C"

COMMENCING at aforementioned *PO/NTB*;

THENCE North 89°54'11" East a distance of 103.45 feet;

THENCE South 08°47'46" East a distance of 25.48 feet;

THENCE North 89°53'24" East a distance of 3.85 feet to the POINT OF BEGINNING;

THENCE North 89°53'24" East a distance of 60.00 feet;

THENCE South 00°03'34" West a distance of 407.68 feet;

THENCE North 87°08'59" East a distance of 23.93 feet;

THENCE North 62°33'35" East a distance of 18.40 feet to the east line of the Southwest Quarter of Section 16;

THENCE South 00°07'36" West, along said east line, a distance of 67.68 feet;

THENCE South 62°33'35" West a distance of 0.15 feet;

THENCE South 87°08'59" West a distance of 100.13 feet;

THENCE North 00°03'34" East a distance of 470.63 feet to the POINT OF BEGINNING;

Said described parcels of land contain 223,892 Square Feet or 5.140 Acres, more or less(±).

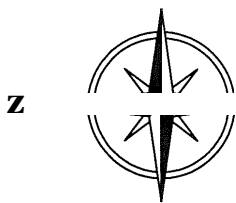
SURVEYORS STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE

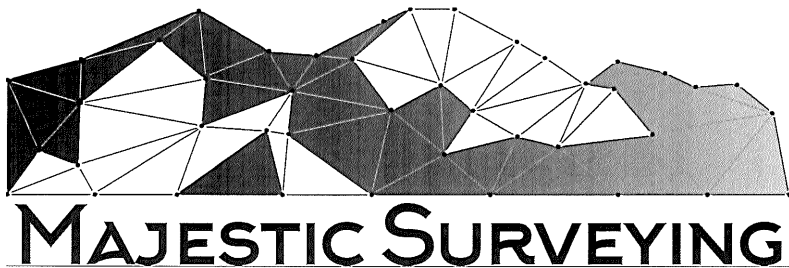
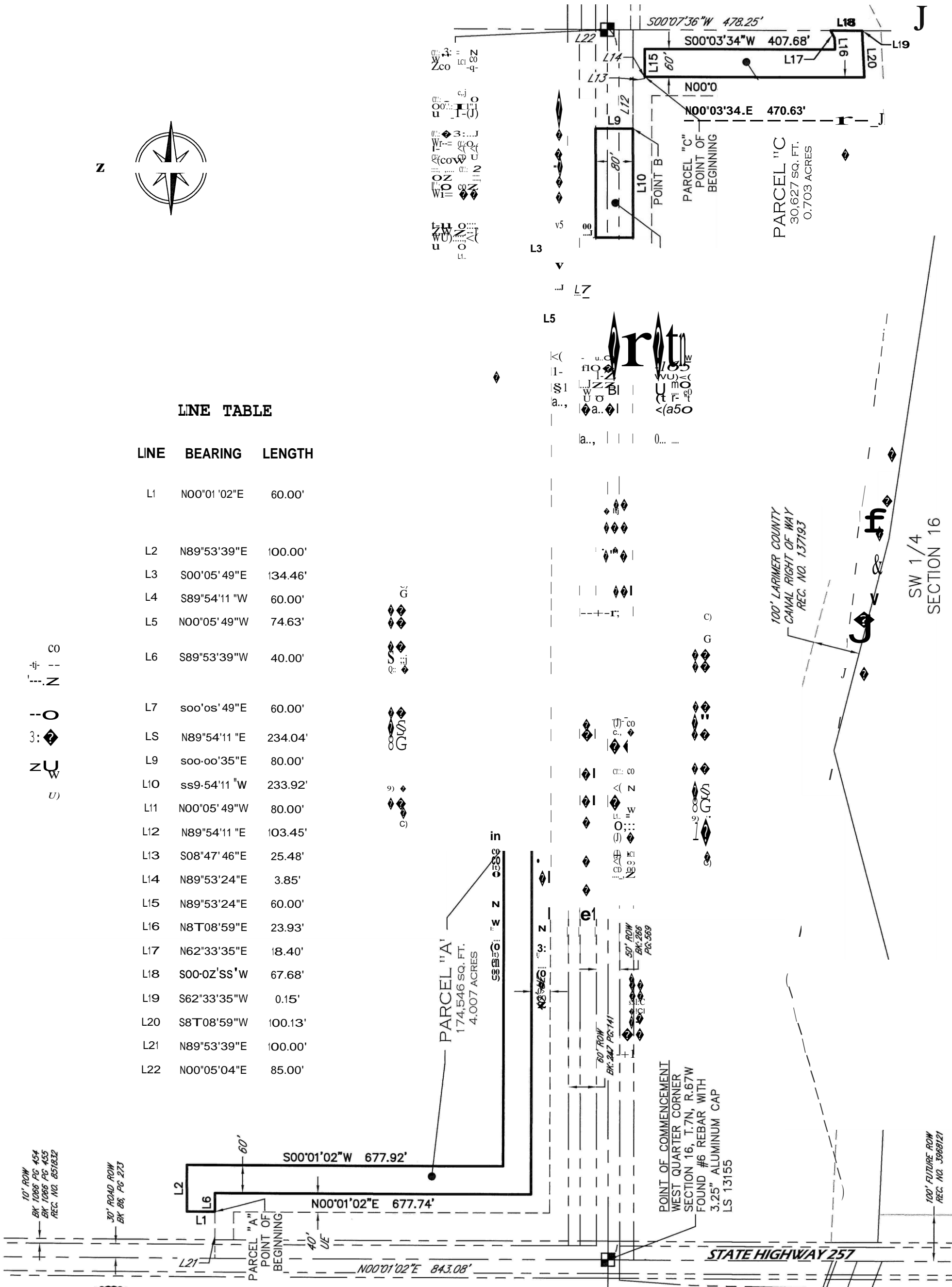
LINE	BEARING	LENGTH
L1	N00°01'02"E	60.00'
L2	N89°53'39"E	100.00'
L3	S00°05'49"E	134.46'
L4	S89°54'11"W	60.00'
L5	N00°05'49"W	74.63'
L6	S89°53'39"W	40.00'
L7	S00°05'49"E	60.00'
L8	N89°54'11"E	234.04'
L9	S00°00'35"E	80.00'
L10	S89°54'11"W	233.92'
L11	N00°05'49"W	80.00'
L12	N89°54'11"E	103.45'
L13	S08°47'46"E	25.48'
L14	N89°53'24"E	3.85'
L15	N89°53'24"E	60.00'
L16	N87°08'59"E	23.93'
L17	N62°33'35"E	18.40'
L18	S00°02'55"W	67.68'
L19	S62°33'35"W	0.15'
L20	S87°08'59"W	100.13'
L21	N89°53'39"E	100.00'
L22	N00°05'04"E	85.00'

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Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-10-2024 SCALE: 1"=200'

EXHIBIT A

PARCEL DESCRIPTION

A tract of land situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter Comer of said Section 17, and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Comer, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Comer, and with all other bearings contained herein relative thereto;

THENCE South 89°51'47" West, along the north line of the Southeast Quarter, a distance of 362.69 feet to the POINT OF BEGINNING;

THENCE South 53°01'03" East a distance of 221.68 feet;

THENCE South 00°04'58" East a distance of 281.91 feet to the north Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135 of the WCCR;

THENCE along the north Right-of-Way line of said ditch the following two courses;

THENCE North 70°29'19" West a distance of 10.10 feet

THENCE North 63°24'19" West a distance of 34.12 feet;

THENCE North 00°04'58" West a distance of 243.29 feet;

THENCE North 53°01'03" West a distance of 244.81 feet;

THENCE North 01°11'47" West a distance of 5.92 feet to the north line of the Southeast Quarter;

THENCE North 89°51'47" East, along said north line, a distance of 58.57 feet to the POINT OF BEGINNING;

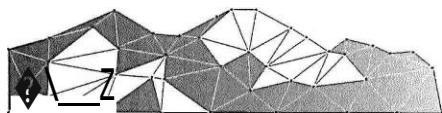
Said described parcel of land contains 20,028 Square Feet or 0.460 Acres, more or less (±).

SURVEYORS STATEMENT

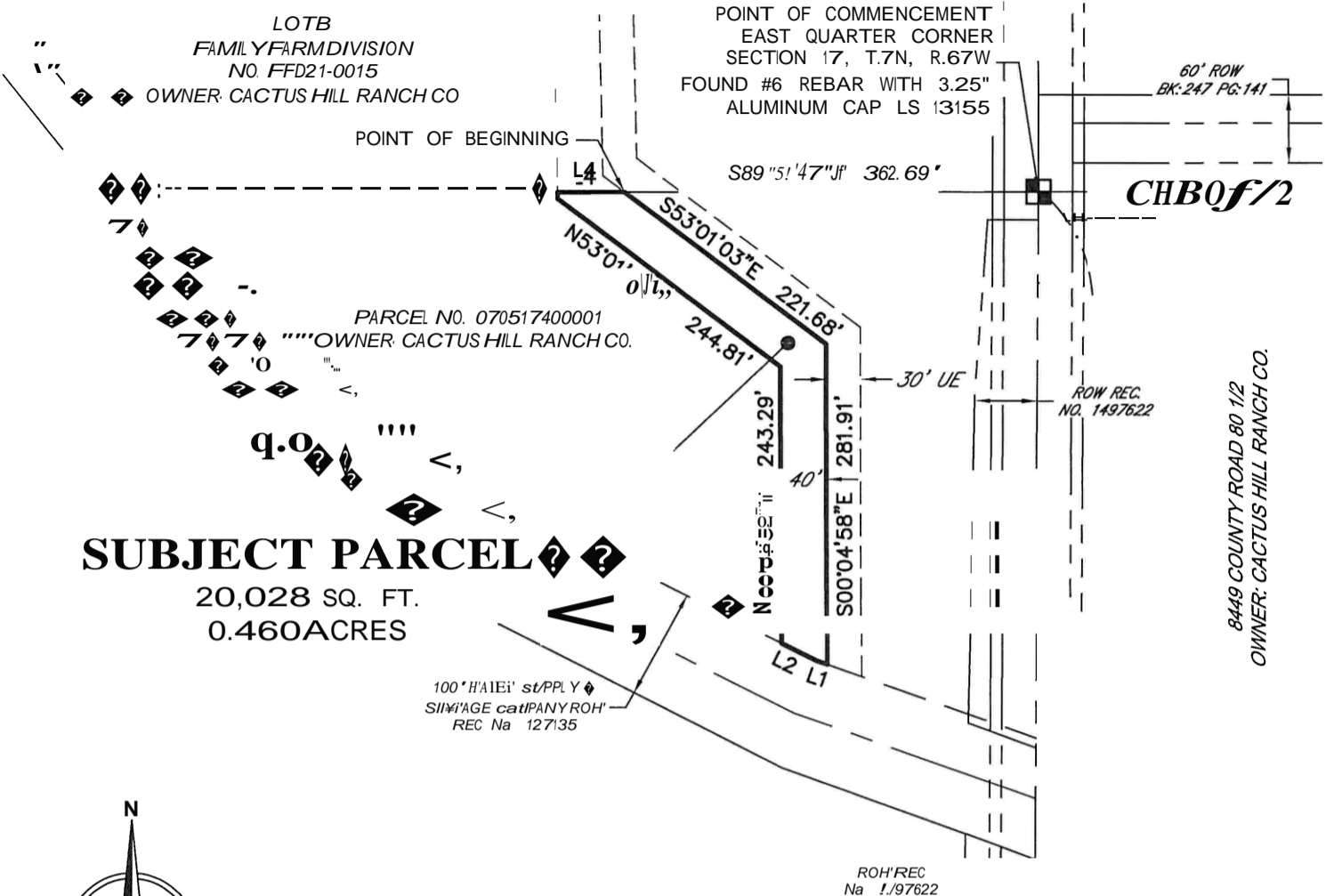
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



PARCEL NO. 070517400002
OWNER: CACTUS HILL RANCH CO.
SPECIAL WARRANTY DEED
REC. NO. 4076256

LINE TABLE

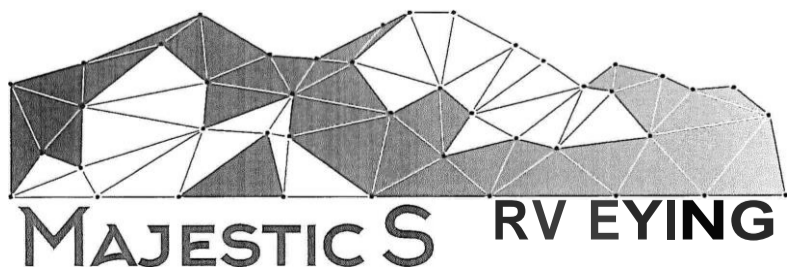
LINE	BEARING	LENGTH
L1	N70°29'19"W	10.10'
L2	N63°24'19"W	34.12'
L3	N01°11'47"W	5.92'
L4	N89°51'47"E	58.57'

SE 1/4
SECTION 17

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SOUTHEAST CORNER
SECTION 17, T.7N., R.67W.
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 10855



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030
DATE: 12-3-2024

CLIENT: DITESCO
SCALE: 1"=150'

EXHIBIT A

PARCEL DESCRIPTION

A tract of land being part of Family Farm Division No. FFD21-0015, as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Comer of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Comer, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Comer, and with all other bearings contained herein relative thereto;

THENCE South 89°47'27" West, along the north line of the Northeast Quarter, a distance of 713.78 feet;

THENCE South 00°10'59" East a distance of 41.79 feet to the south Right-of-Way line of that parcel of land described in Administrators Deed recorded February 29, 1952, as Reception Number 1125562 of the records of the Weld County Clerk and Recorder (WCCR) and the POINT OF BEGINNING;

THENCE North 89°42'39" East, along said south line, a distance of 8.49 feet;

THENCE along the east line of Family Farm Division No. FFD21-0015 the following two courses;

THENCE South 15°08'27" East a distance of 57.00 feet;

THENCE South 00°40'27" East a distance of 180.50 feet;

THENCE North 89°48'44" East a distance of 47.35 feet;

THENCE South 00°01'02" West a distance of 342.82 feet;

THENCE North 89°59'01" West a distance of 478.61 feet;

THENCE North 00°00'00" East a distance of 279.15 feet;

THENCE North 23°21'38" East a distance of 67.59 feet;

THENCE North 89°48'44" East, along the south line and the prolongation thereof, of that parcel of land described in Warranty Deed recorded December 18, 1990, as Reception No. 2236260 of the WCCR, a distance of 379.81 feet to the southeast comer of said Reception No. 2236260;

THENCE North 00°11'03" West, along the east line of Reception No. 2236260, a distance of 235.55 feet to the POINT OF BEGINNING.

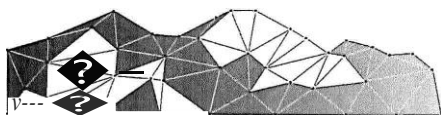
Said described parcels of land contain 168,057 Square Feet or 3.858 Acres, more or less(±).

SURVEYORS STATEMENT

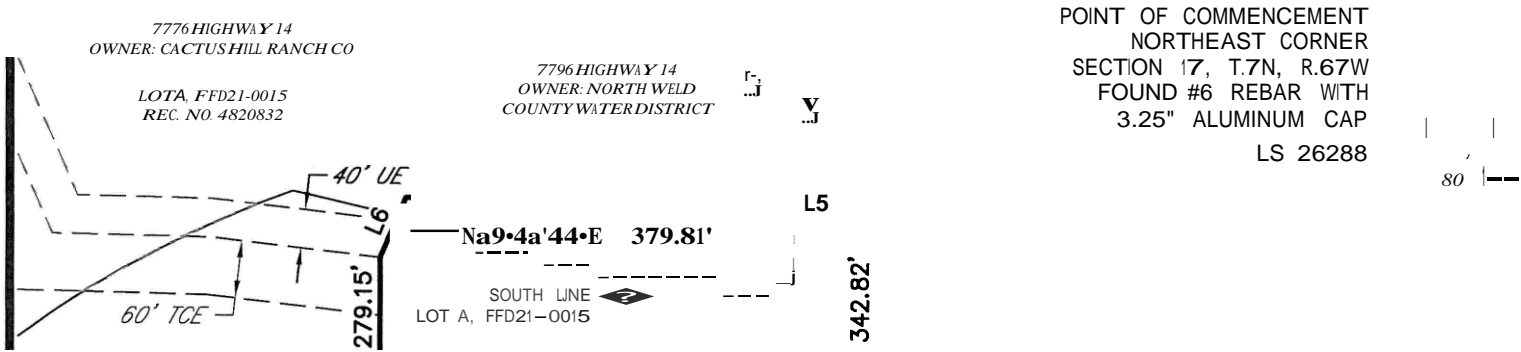
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



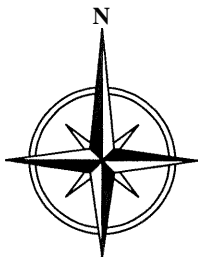
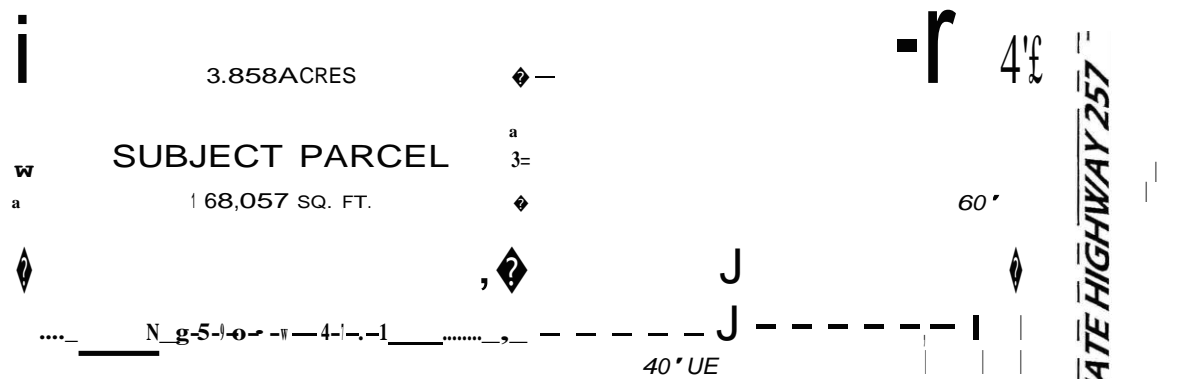
Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



POINT OF COMMENCEMENT
NORTHEAST CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH
3.25" ALUMINUM CAP
LS 26288



LINE TABLE

LINE	BEARING	LENGTH
L1	S00°0'59\"E	41.79'
L2	N89°42'39\"E	8.49'
L3	S15°08'27\"E	57.00'
L4	S00°40'27\"E	180.50'

LOTB
FAMILY FARM DIVISION
NQ FFD21-0015
OWNER: CACTUS HILL RANCH CO

JO'ROAD
RIGHT-WAY
REC 22199

LS	N89°48'44\"E	47.35'
L6	N23°21'38\"E	67.59'
L7	N00°11'03\"W	235.55'

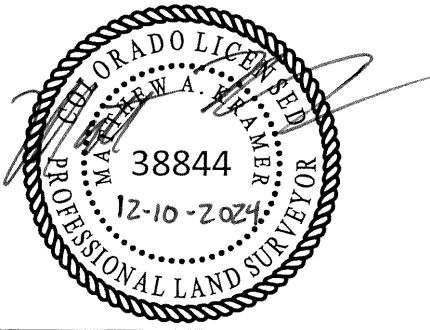
NE 1/4
SECTION 17

REC 8518J5

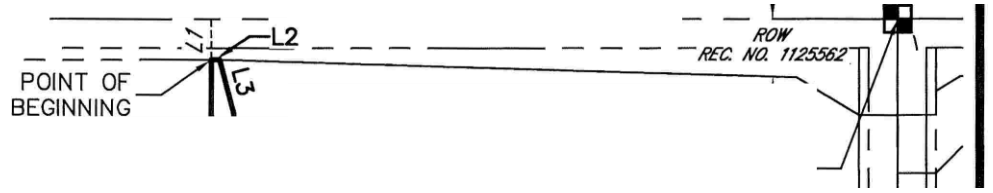
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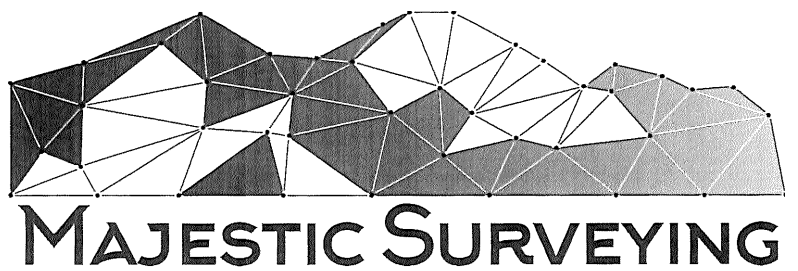
EAST QUARTER CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH 3.25\"
ALUMINUM CAP LS 13155



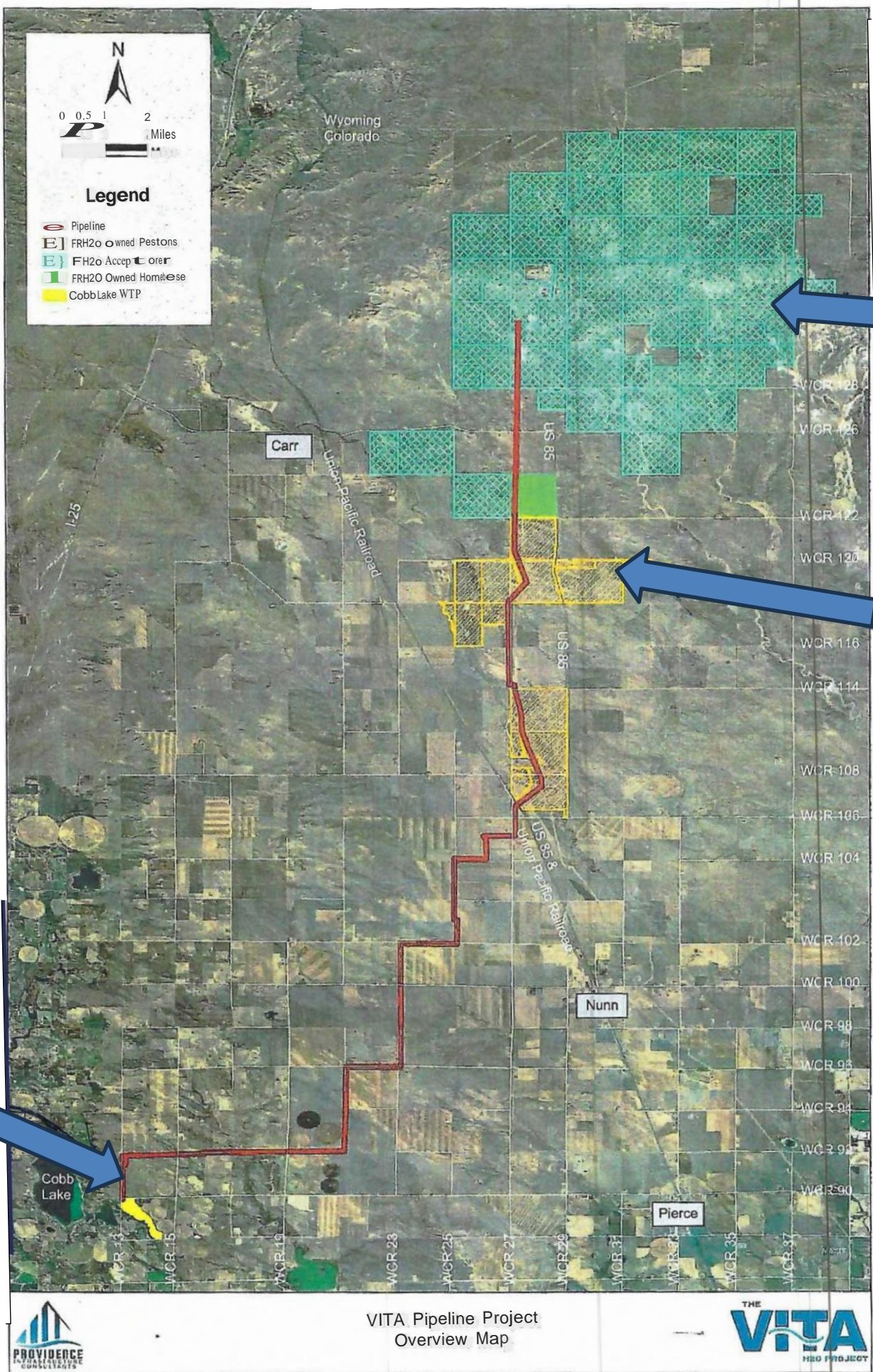
Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

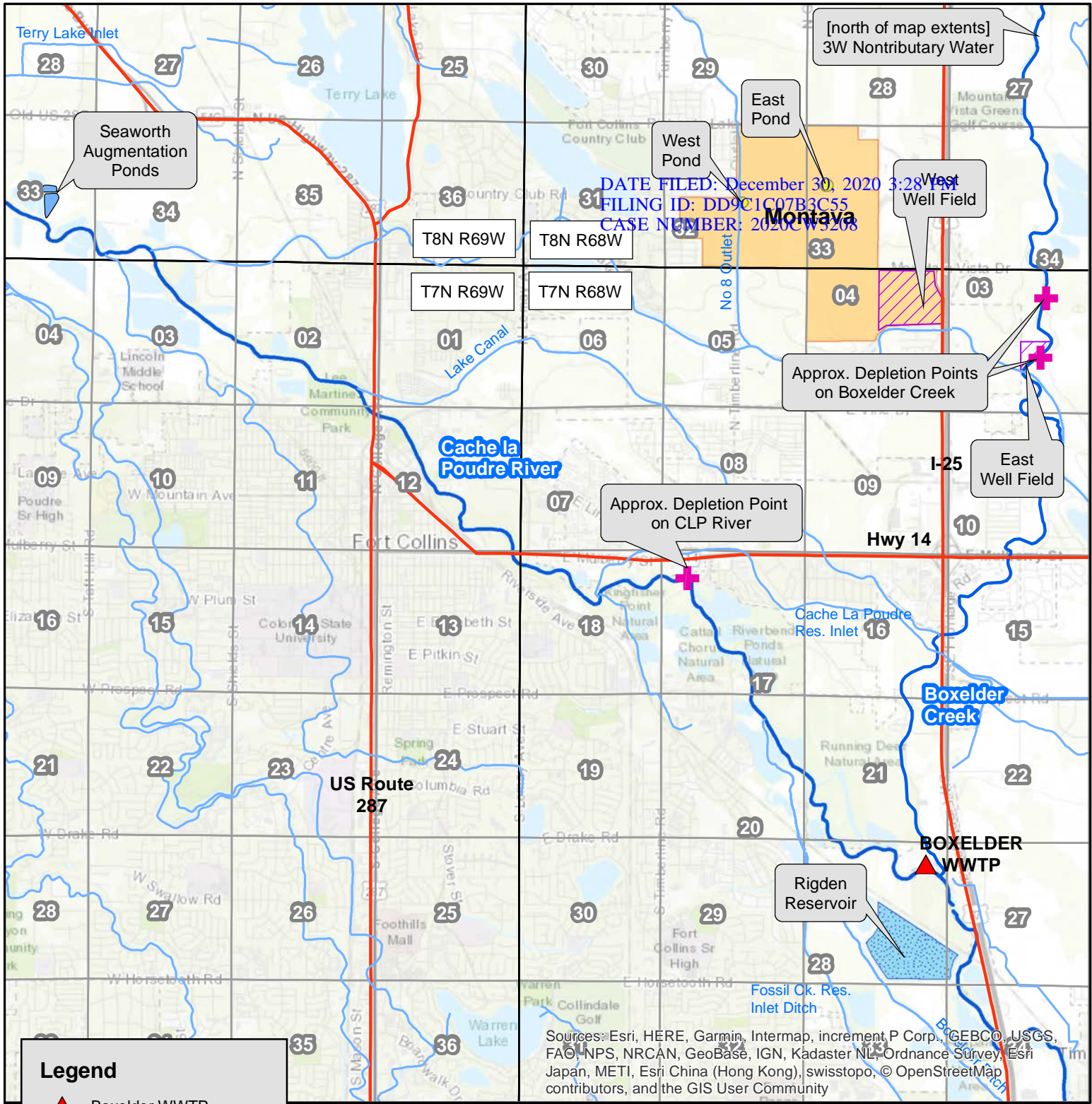


PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-10-2024 SCALE: 1"=200'



8. Action: Approve Town of Eaton Amended and Restated Water Service Agreement (enclosure Separate Cover, Privileged and Confidential)





DATE FILED: December 30, 2020 3:28 PM
 FILING ID: DD9C1C07B3C55
 CASE NUMBER: 2020CW5208

Legend

- ▲ Boxelder WWTP
- ✚ Well Depletion Points
- Canals
- Highways
- ▭ Section Lines
- ▭ Seaworth Ponds
- ▭ Well Fields
- ▭ Rigden Reservoir
- ▭ Montava Irrigation Ponds
- ▭ Montava
- Rivers/Creeks

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT B MONTAVA PROJECT ELEMENTS

December 2020

