

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, April 11, 2022, at 1:00 PM

32825 Co Rd 39, Lucerne, CO 80646

THE BOARD MEETING WILL BE OPEN TO THE PUBLIC BY TELECONFERENCE

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve April 11, 2022, NWCWD Board Meeting Agenda**
- 4. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from March 14, 2022 Regular Meeting**
 - b. Acceptance of Unaudited March 2022 Financial Statements**
 - c. Approve Invoices through April 11, 2022**
 - d. Waiver Valuation Anderson Property Eaton Pipeline Project Phase 2 Easement**
 - e. Waiver Valuation Five M Farm Co Property WCR 66/41 Additional Permanent & Temporary Construction Easements**
 - f. Independent Contractor Agreement with Horrocks Engineers for On-Call Engineering Services**
 - g. Engineering Design Criteria Amendment**
- 5. Action: Consider Adoption of Resolution No. 20220411-01: Resolution Adopting a Commercial Drought Policy (enclosure)**
- 6. Action: Consider Adoption of Resolution No. 202200411-02: Resolution Adopting a Residential Drought Policy (enclosure)**
- 7. Water Tap Sales Matters:**
 - a. Update re Tap Sales**
 - b. Action: Consider Adoption of Resolution No. 20220411-03: Resolution Establishing an Amended Tap Sale Criteria Policy (enclosure)**
 - c. Action: Consider Approval of Second Amendment to Amended and Restated Water Service Agreement with the Town of Severance (enclosure)**

- d. Action: Consider Approval of Variance Request from Wolf Creek Dairy (enclosure)
- e. Action: Consider Approval of Compound Tap Policy Variances (enclosures)
 - i. Woodman
 - ii. Heldt
- 8. Action: Consider Adoption of Resolution No. 20220411-04: Second Amendment to Amended and Restated Resolution Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities (enclosure)
- 9. Action: Consider Approval of Amendment to Knox Pit Purchase and Sale Agreement (Separate and Confidential) (enclosure)
- 10. 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 proposed amendment to Knox Pit Purchase and Sale Agreement
- 11. May 2022 Director Election Update
 - a. Consider Approval of On-Site Ballot Drop Box on Election Day
- 12. Action: Consider Approval of Engagement Letter for Financial Advisor Services with Hilltop Securities (enclosure)
- 13. Report: Potable Water Infrastructure Project Select Energy and Platte Land and Water for Northwest Weld County
- 14. District Manager's Report:
 - a. DFA Meeting April 26, 2022
 - b. Mill Levy Proposal Slate May 2022
 - c. Regional Master Plan Effort, Stantec
 - d. Lunch for Retiring Board Members
 - e. Water Lease to NWCWD from ELCO and Town of Eaton
- 15. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)
- 16. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 14th day of March, 2022, at 1:00 P.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

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

Also present were: Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Matt Fries, Mayor, Town of Severance; Nick Wharton, Town Manager, Town of Severance; Lindsay Radcliff-Coombes, Deputy Town Manager, Town of Severance; Members of the Public via teleconference.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 1:00 P.M.

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

Approval of Agenda

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

the Board unanimously approved the agenda, as amended to move consideration Agenda Item 10 “Water Tap Sales Matters” before Agenda Item 4.

WATER TAP SALE MATTERS

Update Regarding Water Taps

Mr. Reckentine updated the Board that 50 water taps have been sold since February 2022.

Consider Tap Sale Proposed Increase in Sales for March 2022

Mr. Reckentine requested to increase the number of water taps permitted to be sold in March 2022 from 10 to 25. Mr. Reckentine reported that since February 2022 the Line 1 repairs and the pump station tests have been completed. As a result of the Line 1 repairs, the District realized an increase in capacity sufficient to manage the current contracted demand on the system. Following discussion, upon a motion of Mr. Cockroft, seconded by Mr. Stout, the Board approved the sale of up to 25 water taps in March.

Variance Requests:

Consider Approval of Variance Request for Plant Investment Sales to the Town of Severance

Mr. Reckentine presented a letter from the Town of Severance (the “Town”) requesting a variance from the District’s tap sale policy in order to purchase 100 plant investments from the District. Mr. Reckentine also reported that the District has received correspondence from D.R. Horton, a homebuilder in the Town regarding the impact of the moratorium and the Town’s moratorium. Finally, Mr. Reckentine reported that the District has received from the Town twenty-seven CORA requests, which will require a significant amount of time for respond.

Mr. Nick Wharton addressed the Board regarding the request and indicated that the purchase of 100 plant investments will allow the Town to meet all of its committed demand. Following purchase of the 100 plant investments, the will be willing to meet to negotiate a new water service agreement. Mr. Wharton explained that the purchase of 65 plant investments will allow the Town to address current pressure issues, and the purchase of all 100 plant investments will allow the Town to issue building permits for all committed development in the Town.

Mr. Matt Fries address the Board and discussed the impact of the District’s moratorium on the Town. Mr. Fries discussed the Town’s desire to be a partner with the District and help find solutions to problems. Mr. Fries addressed the CORA requests and indicated that he would be in favor of suspending the CORA requests if the Town can partner with the District and purchase the requested plant investments. Finally Mr. Fries indicated that he believes that if the variance is not approved and the plant

investments cannot be purchased by the Town, the Town will be sued and the District will likely be sued too.

The Board and Mr. Reckentine engaged in a dialog with Mr. Fries and Mr. Wharton regarding the existing water service agreement and the District's obligation to sell plant investments. Mr. Buxman expressed his desire to be as fair to all customers as possible. Mr. Cockroft expressed that he feels the Board has worked hard to solve problems and has disseminated information to the public and customers as soon as the Board receives the information.

Following discussion, Mr. Reckentine recommended the sale of 100 plant investments to the Town pursuant to a to be negotiated Second Amendment to Amended and Restated Water Service Agreement, and then the negotiation of a new water service agreement.

Upon a motion of Mr. Cockroft, seconded by Mr. Buxman, the Board approved the sale of 100 plant investments to the subject to executing a Second Amendment to the Amended and Restated Water Service Agreement followed by negotiation of a new water service agreement. Mr. Stout abstained.

Mr. Stille asked the Mayor to suspend the CORA requests, and to impress on the Town Council the District's desire to work together.

Consider Approval of
Variance Request
from Jason Jones

Mr. Reckentine presented a request to the Board from Jason Jones to extend the period of time under a LOI to complete the required actions to purchase a water tap. The property owner indicated that they were not able to complete the requirements due to the moratorium and requested an extension. Following discussion, upon a motion of Mr. Buxman, seconded by Stout, the Board approved a 5 month extension with the requirement that the property owner pay for a full plant investment.

CORA Requests
Town of Severance

Mr. White reported to the Board regarding the receipt of twenty-seven CORA requests from the Town. Mr. White will speak with the Town's attorney regarding suspending the CORA requests in light of the Board's discussions with the Town and approval of the sale of 100 plant investments.

Chris Wood –
BizWest

Mr. White reported to the Board regarding the receipt of a CORA request from Chris Wood at BizWest. Mr. White will coordinate with staff and consultants to respond to the request.

Update re Eagle View Farms, LLC Litigation

Mr. White updated the Board regarding the status of litigation. Special counsel prepared a motion to dismiss which is being filed on March 14, 2022.

CONSENT AGENDA MATTERS

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

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

- a. Minutes from February 14, 2022 Regular Meetings
- b. Acceptance of Unaudited February 2022 Financial Statements
- c. Approval of Invoices through March 14, 2022
- d. Amendment to Master Service Contract Providence Infrastructure
- e. Independent Contractor Agreement with Stantec for Consulting Services
- f. Longs Peak Dairy Reallocation of 5 Plant Investments
- g. Ryan Woodland Relocate Water Tap
- h. Teal Creek Valuation
- i. Easements County Road Project

WCR 66/41 Project

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

WCR 35

- vii. Permanent Water Easement Agreement – Hungenberg

Back Flow and Cross Connection Non-Compliance Meter Turn Offs

Variance Requests
Alex Karrol

Mr. Reckentine presented a request from Mr. Alex Karrol for a variance from the District's back flow and cross connection

testing policy. Mr. Stout discussed with the Board that the District's testing requirement is required by the State. Following discussion, upon a motion of Mr. Stout, seconded by Mr. Buxman, the Board denied the variance request.

Alkire Lake Farm,
Inc.

Mr. Reckentine presented a variance request from the District's testing requirement because the property owner has inspected and signed off on a double-check on the system. Staff recommended approval. Following discussion, upon a motion of Mr. Stout, seconded by Mr. Cockroft, the Board approved the variance subject to confirming the frequency for inspection of the double-check and inclusion of the same in a variance agreement.

Meter Shut Off Locations for
Noncompliance with BFPCC

Mr. Reckentine reported that the District has sent certified letters for non-compliance with the District's back flow prevention and cross connection policy and reported on customer accounts proposed for water shut-off. The Board discussed shutting off three accounts who have not responded to the certified letters. Upon a motion of Mr. Stout, seconded by Mr. Cook, the Board approved the meter shut offs for locations not in compliance with the back flow prevention and cross connection policy.

Consider Adoption of
Resolution No. 20220314-
01: Resolution Adopting a
Commercial Drought Policy

Mr. Reckentine presented a Resolution Adopting a Commercial Drought Policy to the Board and discussed the proposed policy to limit commercial customers to their actual water allocations in the event of a drought. The Board discussed the trigger to call a drought and sought further clarification from the District's water consultants. Upon a motion of Mr. Cockroft, seconded by Mr. Buxman, the Board tabled the resolution until its April meeting. Mr. Stout opposed the motion.

Consider Adoption of
Resolution No. 20220314-
02: Resolution Adopting a
Residential Drought Policy

Mr. Reckentine presented a Resolution Adopting a Residential Drought Policy to the Board and discussed the proposed policy to limit residential customers water used in the event of a drought. The policy allows for three stages of drought to be determined by the Board, with corresponding watering restrictions. Upon a motion of Mr. Cook, seconded by Mr. Cockroft, the Board tabled the resolution until its April meeting.

Consider Adoption of
Resolution No. 20220314-
03: Resolution Adopting a
Commercial Flow Control
Policy

Mr. Reckentine presented a Resolution Adopting a Commercial Flow Control Policy to the Board and discussed the proposed policy to flow control commercial customers to their peak 2021 flows. The Board discussed water usage by commercial customers and acknowledged that this policy will not fix the District water resource issues, but it is a good first step in the right direction. Upon a motion of Mr. Stout, seconded by Mr. Cockroft, the Board approved the resolution.

Consider Adoption of Resolution No. 20220314-04: Resolution Adopting a Residential Plant Investment Policy

Mr. Reckentine presented a Resolution Adopting a Residential Plant Investment Policy and discussed the proposed policy to require payment of the full plant investment rate regardless of whether a residential customer is purchasing a ¾ or ½ tap. Upon a motion of Mr. Stout, seconded by Mr. Buxman, the Board approved the resolution.

EXECUTIVE SESSION

Not Needed.

May 2022 Director Election Update

Mr. White reported that the director election is proceeding forward.

DISTRICT MANAGER’S REPORT

- Mr. Reckentine reported the following to the Board:
- a. CMAR Bid Process Newt III – Bidding is expected to start in the next few weeks.

 - b. SPAR Permit City of Fort Collins Accepted – The City has accepted the SPAR application and approval is expected in April

 - c. DFA Meeting April 26, 2022 – Conference will be held in April and Mr. Reckentine will be presenting.

PUBLIC COMMENT

None.

OTHER BUSINESS

Mr. Stout expressed his desire to look at ways to recognize staff’s efforts during a very difficult time for the District. Mr. Stille, Mr. Stout, and Mr. Reckentine will conference and make a recommendation.

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

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
 March 31, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	4,685,404.39
1015 - COLO TRUST - GENERAL		18,287,727.08
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,615,828.54
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)		1,137,224.04
1105 - AR CONSTRUCTION METERS		96,061.13
1116 - ACCOUNTS RECEIVABLE		165,345.42
1230 - PREPAID INSURANCE		82,518.00
1300 - INVENTORY		1,527,498.19

Total Current Assets 28,863,370.04

Property and Equipment

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

Total Property and Equipment 150,709,109.51

Other Assets

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

Total Other Assets 23,060,786.70

Total Assets \$ 202,633,266.25

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	9,223.04
2216 - CONST MTR DEPOSITS		103,500.00
2230 - ACCRUED WAGES		61,575.66

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
March 31, 2022

2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
Total Current Liabilities		434,148.96
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
Total Long-Term Liabilities		23,696,212.00
Total Liabilities		24,130,360.96
Capital		
2800 - RETAINED EARNINGS	174,678,870.84	
Net Income	3,824,034.45	
Total Capital		178,502,905.29
Total Liabilities & Capital	\$	202,633,266.25

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 786,570.17	\$ 2,479,608.88	\$ 11,484,447.00	9,004,838.12	21.59
3111 - WATER ALLOC SURCHARGE	134,198.00	411,638.00	2,625,016.00	2,213,378.00	15.68
3112 - PLANT INVEST SURCHARGE	253,112.05	520,810.85	2,132,826.00	1,612,015.15	24.42
3113 - ADJUSTMENTS	(1,039.61)	(7,874.93)	(20,000.00)	(12,125.07)	39.37
3140 - CONST METER USAGE	30,373.19	98,088.25	205,000.00	106,911.75	47.85
3141 - CONSTR METER RENTAL	365.00	2,405.00	5,500.00	3,095.00	43.73
3142 - CONSTRUCT METER REPAIR	0.00	1,814.64	550.00	(1,264.64)	329.93
OPERATING	1,203,578.80	3,506,490.69	16,433,339.00	12,926,848.31	21.34
3210 INTEREST-COTRUST-GENERAL	1,798.90	2,966.54	130,384.00	127,417.46	2.28
3220 - PORT PARTONAGE AGFINITY	16.88	16.88	812.00	795.12	2.08
NON OPERATING	1,815.78	2,983.42	131,196.00	128,212.58	2.27
3310 - TAP (PI) FEES	476,550.00	594,650.00	1,000,000.00	405,350.00	59.47
3311 - DISTANCE FEES	62,700.00	80,100.00	173,189.00	93,089.00	46.25
3312 - WATER (ALLOCATION) FEE	1,058,500.00	1,290,500.00	300,000.00	(990,500.00)	430.17
3314 - INSTALLATION FEES	103,300.00	579,557.45	324,730.00	(254,827.45)	178.47
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	(48,750.00)	(48,750.00)	150,000.00	198,750.00	(32.50)
3320 - NON-POTABLE TAP FEE	18,000.00	64,000.00	48,709.00	(15,291.00)	131.39
3321 - NON-POTABLE INSTALL	25,077.00	43,277.00	21,649.00	(21,628.00)	199.90
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	(500.00)	0.00	2,706.00	2,706.00	0.00
3332 - REVIEW DEPOSIT	(5,000.00)	0.00	0.00	0.00	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
NEW SERVICE	1,689,877.00	2,603,334.45	2,157,792.00	(445,542.45)	120.65
3410 - WATER RENTAL	0.00	0.00	17,850.00	17,850.00	0.00
3415 - WSSC RETURN FLOW RENTAL	1,574.00	1,574.00	0.00	(1,574.00)	0.00
AG WATER	1,574.00	1,574.00	17,850.00	16,276.00	8.82
3500 - MISCELLANEOUS	6,528.91	6,528.91	0.00	(6,528.91)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	1,075.00	3,075.00	5,412.00	2,337.00	56.82
3530 - RISE TOWER RENT	300.00	900.00	7,902.00	7,002.00	11.39
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	7,903.91	10,503.91	34,963.00	24,459.09	30.04
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
FARM INCOME	0.00	0.00	73,414.00	73,414.00	0.00
3700 - BOND PROCEEDS	0.00	0.00	38,000,000.00	38,000,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEBT PROCEEDS	0.00	0.00	(38,000,000.00)	(38,000,000.00)	0.00
TOTAL REVENUES	2,904,749.49	6,124,886.47	56,848,554.00	50,723,667.53	10.77
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	400,047.10	2,536,484.52	2,136,437.42	15.77
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	46,491.08	448,495.32	1,443,962.24	995,466.92	31.06
4160 - RULE 11 FEES	0.00	0.00	63,765.00	63,765.00	0.00
4170 - WATER QUALITY - TESTING	487.00	2,606.00	6,072.44	3,466.44	42.92
WATER	(46,978.08)	(851,148.42)	(4,145,254.63)	(3,294,106.21)	20.53
4210 - SALARIES, FIELD	89,511.10	259,435.53	1,056,784.98	797,349.45	24.55
4220 - SALARIES, ENGINEERING	8,616.93	24,437.03	225,284.46	200,847.43	10.85
4240 - INSURANCE HEALTH	18,201.16	57,508.98	188,752.00	131,243.02	30.47
4250 - RETIREMENT	6,084.90	18,237.63	82,256.14	64,018.51	22.17
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	(70.39)	1,229.35	6,500.00	5,270.65	18.91
4280 - MISCELLANEOUS	0.00	0.00	1,103.81	1,103.81	0.00
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(122,343.70)	(360,848.52)	(1,571,940.29)	(1,211,091.77)	22.96
4410 - FIELD	597.25	10,827.44	0.00	(10,827.44)	0.00
4411 - UNCC LOCATES	0.00	1,939.60	15,197.35	13,257.75	12.76
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	2,036.29	0.00	(2,036.29)	0.00
4415 - WATER LINES (REPAIRS)	26,389.87	43,020.59	50,000.00	6,979.41	86.04
4416 - APPURTENANCE(REPAIR)	56.39	1,600.46	0.00	(1,600.46)	0.00
4417 - METER SETTING	795.35	7,794.35	108,243.00	100,448.65	7.20
4418 - MASTER METERS	0.00	2,713.50	159,181.20	156,467.70	1.70
4419 - SERVICE WORK	2,518.25	9,721.49	0.00	(9,721.49)	0.00
4420 - STORAGE TANKS (O & M)	3,309.25	31,845.47	22,500.00	(9,345.47)	141.54
4430 - PUMP STATIONS (O & M)	10,030.72	12,218.13	10,612.08	(1,606.05)	115.13
4435 - CHLORINE STATION	1,662.75	4,382.36	5,306.04	923.68	82.59
4440 - EQUIPMENT	6,064.62	18,974.77	42,335.83	23,361.06	44.82
4445 - SCADA EQUIPMENT	3,698.40	3,698.40	5,412.16	1,713.76	68.34
4446 - LOCATING EQUIPMENT	0.00	0.00	5,412.16	5,412.16	0.00
4447 - GPS EQUIPMENT	0.00	65.19	25,978.37	25,913.18	0.25
4450 - SHOP/YARD	1,442.37	5,265.06	27,060.80	21,795.74	19.46
4460 - VEHICLES	1,119.09	21,338.84	100,000.00	78,661.16	21.34
4470 - SAFETY	190.00	4,824.36	65,000.00	60,175.64	7.42
4480 - CONTROL VAULTS	0.00	9.58	28,652.62	28,643.04	0.03
4490 - MAPPING EXPENSE	0.00	1,227.50	39,184.04	37,956.54	3.13
OPERATION & MAINTENANCE	(57,874.31)	(183,503.38)	(718,367.93)	(534,864.55)	25.54

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4500 - ENGINEERING	0.00	0.00	250,000.00	250,000.00	0.00
ENGINEERING	0.00	0.00	(250,000.00)	(250,000.00)	0.00
4600 - ELECTRICITY	9,506.45	29,223.08	0.00	(29,223.08)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	3,057.63	6,131.11	170,000.00	163,868.89	3.61
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
ELECTRICITY	(12,564.08)	(35,354.19)	(313,000.00)	(277,645.81)	11.30
4700 - COMMUNICATIONS	125.20	250.38	50,000.00	49,749.62	0.50
COMMUNICATIONS	(125.20)	(250.38)	(50,000.00)	(49,749.62)	0.50
4810 - GENERAL	4,178.41	12,222.25	40,738.42	28,516.17	30.00
4820 - AUTO	1,374.75	4,124.25	7,347.55	3,223.30	56.13
4830 - WORKER'S COMP	3,615.50	17,587.50	34,374.80	16,787.30	51.16
INSURANCE	(9,168.66)	(33,934.00)	(82,460.77)	(48,526.77)	41.15
4930 - BAD DEBT EXPENSE	0.00	0.00	3,714.23	3,714.23	0.00
MISCELLANEOUS	0.00	0.00	(3,714.23)	(3,714.23)	0.00
TOTAL OPERATING EXPENSES	249,054.03	1,465,038.89	7,134,737.85	5,669,698.96	20.53
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	40,850.03	123,762.65	511,192.34	387,429.69	24.21
SALARIES	40,850.03	123,762.65	511,192.34	387,429.69	24.21
5210 - FICA	10,701.85	31,634.86	102,831.06	71,196.20	30.76
5220 - UNEMPLOYMENT	0.00	1,283.08	4,870.94	3,587.86	26.34
PAYROLL TAXES	10,701.85	32,917.94	107,702.00	74,784.06	30.56
5310 - ADMIN HEALTH INSURANCE	4,974.71	15,582.21	49,358.91	33,776.70	31.57
HEALTH INSURANCE	4,974.71	15,582.21	49,358.91	33,776.70	31.57
5400 - OFFICE UTILITIES	0.00	694.84	0.00	(694.84)	0.00
5401 - ELECTRICITY	384.06	1,336.69	27,060.80	25,724.11	4.94
5402 - PROPANE	2,160.90	6,957.36	0.00	(6,957.36)	0.00
5403 - TELEPHONE	1,951.18	5,853.54	21,648.64	15,795.10	27.04
5404 - CELL PHONE SERVICE	0.00	1,533.88	0.00	(1,533.88)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	27.76	2,706.08	2,678.32	1.03
5406 - OFFICE CLEANING SERVICE	1,360.00	4,420.00	0.00	(4,420.00)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5410 - OFFICE EQUIPMENT	0.00	(18.51)	0.00	18.51	0.00
5412 - PRINTERS	158.42	1,798.64	0.00	(1,798.64)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,003.96	15,056.96	64,945.93	49,888.97	23.18
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	175.50	5,412.16	5,236.66	3.24
5444 - LICENSES (ANNUAL)	0.00	1,232.55	27,060.80	25,828.25	4.55
5445 - SENSUS METER SUPPORT	0.00	0.00	2,164.86	2,164.86	0.00
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
OFFICE UTILITIES	11,018.52	39,069.21	359,367.46	320,298.25	10.87
5510 - OFFICE EXPENSES	7,790.48	34,936.19	171,673.74	136,737.55	20.35
5520 - POSTAGE	0.00	435.98	3,247.30	2,811.32	13.43
5530 - BANK / CREDIT CARD FEES	2,783.05	9,215.80	5,412.16	(3,803.64)	170.28
5540 - BUILDING MAINTENANCE	0.00	2,004.60	1,082.43	(922.17)	185.19
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	1,322.50	3,247.30	1,924.80	40.73
5590 - TRAINING	0.00	0.00	8,659.46	8,659.46	0.00
OFFICE EXPENSE	10,573.53	47,915.07	196,569.69	148,654.62	24.38
5610 - LEGAL	2,112.50	55,993.25	350,000.00	294,006.75	16.00
5620 - ACCOUNTING	0.00	3,525.00	26,010.00	22,485.00	13.55
5625 - EASEMENT FEES	514.00	514.00	0.00	(514.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	0.00	31,143.93	200,000.00	168,856.07	15.57
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5680 - LAND ACQUISITION	7,065.99	20,363.89	0.00	(20,363.89)	0.00
PROFESSIONAL FEES	9,692.49	114,007.33	584,853.40	470,846.07	19.49
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	6,221.25	35,196.45	0.00	(35,196.45)	0.00
MISCELLANEOUS	6,221.25	35,196.45	7,577.03	(27,619.42)	464.52
TOTAL ADMINISTRATIVE EXPENSE	94,032.38	408,450.86	1,816,620.83	1,408,169.97	22.48
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	0.00	6,410.00	6,410.00	0.00
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	86,673.55	90,000.00	3,326.45	96.30
EQUIPMENT	0.00	86,673.55	109,260.00	22,586.45	79.33
6505 - ENGINEERING	0.00	237,211.92	0.00	(237,211.92)	0.00
6510 - WATER LINES	0.00	0.00	13,550,000.00	13,550,000.00	0.00
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
SYSTEM	0.00	242,151.51	14,426,440.00	14,184,288.49	1.68
6610 - WATER RESOURCE MANAGER	0.00	1,643.93	0.00	(1,643.93)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	5,242.50	25,727.09	600,000.00	574,272.91	4.29
6640 - STORAGE	10,564.00	32,914.94	0.00	(32,914.94)	0.00
WATER RIGHTS	15,806.50	60,285.96	6,000,000.00	5,939,714.04	1.00
6710 - EASEMENTS	0.00	5,960.00	75,000.00	69,040.00	7.95
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	641.50	32,291.25	5,000.00	(27,291.25)	645.83
LAND/EASEMENTS	641.50	38,251.25	180,000.00	141,748.75	21.25
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	16,448.00	427,362.27	26,615,700.00	26,188,337.73	1.61
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	0.00	1,530,000.00	1,530,000.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	0.00	0.00	3,238,288.00	3,238,288.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE THREE MONTHS ENDING MARCH 31, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(3,238,288.00)	(3,238,288.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,904,749.49	6,124,886.47	56,848,554.00	50,723,667.53	10.77
TOTAL EXPENSES	359,534.41	2,300,852.02	38,805,346.68	36,504,494.66	5.93
PROFIT/LOSS	2,545,215.08	3,824,034.45	18,043,207.32	14,219,172.87	21.19

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,512,678.57
Add: Cash Receipts		1,775,394.33
Less: Cash Disbursements		(812,667.28)
Add (Less) Other		1,209,998.77
Ending GL Balance		4,685,404.39
Ending Bank Balance		4,839,819.83
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Sep 9, 2021	15687 (29.74)
	Sep 9, 2021	15689 (23.28)
	Sep 9, 2021	15694 (97.05)
	Oct 20, 2021	15819 (1,100.00)
	Oct 22, 2021	15848 (215.12)
	Oct 22, 2021	15851 (19.24)
	Nov 30, 2021	15955 (25.00)
	Dec 15, 2021	15999 (23.28)
	Dec 15, 2021	16008 (85.00)
	Dec 15, 2021	16012 (12.72)
	Dec 15, 2021	16020 (271.26)
	Dec 30, 2021	16056 (31.04)
	Jan 18, 2022	16094 (4,628.55)
	Jan 27, 2022	16134 (500.00)
	Feb 2, 2022	16157 (60.00)
	Feb 2, 2022	16160 (46.56)
	Feb 2, 2022	16162 (23.28)
	Feb 3, 2022	16164 (15.66)
	Feb 3, 2022	16171 (1,006.15)
	Feb 3, 2022	16176 (46.56)
	Mar 10, 2022	16277 (1,398.50)
	Mar 10, 2022	16279 (350.95)
	Mar 11, 2022	16282 (277.82)
	Mar 14, 2022	16287 (49,500.00)
	Mar 14, 2022	16290 (1,550.00)
	Mar 14, 2022	16291 (550.00)
	Mar 14, 2022	16292 (3,110.00)
	Mar 14, 2022	16294 (750.00)
	Mar 17, 2022	16298 (112.20)
	Mar 17, 2022	16304 (612.00)
	Mar 17, 2022	16305 (2,160.90)
	Mar 17, 2022	16309 (70.00)
	Mar 21, 2022	16311 (248.95)
	Mar 21, 2022	16313 (6,221.25)
	Mar 21, 2022	16315 (5,003.96)
	Mar 23, 2022	16319 (24.90)
	Mar 23, 2022	16321 (23.28)
	Mar 23, 2022	16324 (36.75)
	Mar 23, 2022	16325 (23.28)
	Mar 23, 2022	16327 (21.66)
	Mar 23, 2022	16330 (172.98)
	Mar 23, 2022	16331 (36.75)
	Mar 23, 2022	16334 (34.92)
	Mar 23, 2022	16335 (600.00)
	Mar 23, 2022	16336 (151.32)
	Mar 23, 2022	16339 (1,842.10)
	Mar 23, 2022	16341 (43,771.88)
	Mar 23, 2022	16342 (278.95)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

	Mar 30, 2022	16344	(741.50)	
	Mar 30, 2022	16345	(73.53)	
	Mar 30, 2022	16346	(4,182.00)	
	Mar 30, 2022	16347	(10,564.00)	
	Mar 30, 2022	16348	(7,964.79)	
	Mar 30, 2022	16349	(1,794.95)	
	Mar 30, 2022	16350	(159.00)	
	Mar 30, 2022	16351	(1,373.49)	
	Mar 31, 2022	16352	(1,951.18)	
	Mar 31, 2022	16353	(451.00)	
	Mar 31, 2022	16354	(160.05)	
	Mar 31, 2022	16355	(1,925.00)	
	Mar 31, 2022	16356	(1,050.00)	
	Mar 31, 2022	16357	(158.42)	
Total outstanding checks				(159,743.70)
Add (Less) Other				
	Mar 30, 2022	CC0330	3,231.13	
	Mar 31, 2022	CC0331	2,914.78	
	Mar 30, 2022	CCIH0322	515.82	
	Mar 31, 2022	CCIH0323	375.96	
	Mar 31, 2022	DP0313	24.90	
	Mar 31, 2022	DP0314	24.90	
	Mar 31, 2022	GE0313	(2,886.92)	
	Mar 31, 2022	MARS0323	1,127.69	
Total other				5,328.26
Unreconciled difference				0.00
Ending GL Balance				4,685,404.39

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2022
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: March 31, 2022

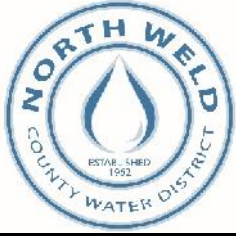
Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	18,286,150.47
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>1,576.61</u>
Ending GL Balance	<u>18,287,727.08</u>
Ending Bank Balance	18,287,727.08
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>18,287,727.08</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2022
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: March 31, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,615,606.25
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>222.29</u>
Ending GL Balance	<u>2,615,828.54</u>
Ending Bank Balance	<u>2,615,828.54</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,615,828.54</u></u>



**JUST COMPENSATION
WAIVER VALUATION**

WV North Weld County Water District

Project: Eaton Pipeline

Parcel No.: PE-10, PAE-10, TE-10

Owner Name: Don Anderson, Inc.

Location: 15888 County Road 72

The subject property is located on the southwest corner Weld County Road 72 and Weld County Road 33 (Subject). The Subject is owned by Don Anderson, Inc., a Colorado Corporation (the Owner). It is legally described as the Northeast Quarter (NE¼) of Section 10, Township 6 North, Range 66 West of the 6th PM in Warranty Deed dated July 21, 1969, recorded July 28, 1969, at reception number 1534653. The Subject is identified by the Weld County Assessor as Parcel No. 08051000008. Per assessor records, the Subject is 6,795,360 square feet ± (156 acres) in size, square in shape, and zoned Agricultural. The Subject is accessed from Weld County Road 72. No vertical improvements identified that would be affected by the construction of the Eaton Pipeline project (Project). To facilitate construction of the Project, the North Weld County Water District requires the acquisition of one (1) Permanent Pipeline Easement, PE-10, one (1) Permanent Access Easement, PAE-10, and one (1) Temporary Construction Easement, TE-10.

Parcel PE-10, a permanent pipeline easement, contains an area of 2.525 acres ±, and is rectangular in shape. PE-10 is more particularly described and depicted on the attached exhibits. PE-10 is required for construction, maintenance, and operation of a thirty-inch (30") ductile iron potable water pipeline. The surface of PE-10 consists of irrigated farmland with alfalfa.

Parcel PAE-10, a permanent access easement, consisting of two separate parcels, Parcel 1 contains an area of 0.328 acres ±, and is rectangular in shape, Parcel 2 contains an area of 0.203 acres ±, and is triangular in shape, with a combined area of 0.531 acres ±. PAE-10 is more particularly described and depicted on the attached exhibits. PAE-10 is required for ingress and egress to the permanent pipeline easement (PE-10). The surface of PAE-10 consists of irrigated farmland with alfalfa.

Parcel TE-10, a temporary construction easement, contains a combined area of 1.899 acres±, and is irregular in shape. TE-10 is more particularly described and depicted on the attached exhibits. TE-10 will be acquired for a term of one (1) year, commencing upon the start of construction activities within TE-10. The surface of TE-10 consists of irrigated farmland with alfalfa. TE-10 is required for construction and access. The surface will be restored to a condition similar to what exists prior to construction except as modified to accommodate project improvements. No personal property requiring relocation was identified during the site inspection.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
PE-10 (Pipeline Easement)	2.525 AC	\$21,000/AC	50%	\$ 26,512.50
PAE-10 (Access Easement)	0.531 AC	\$21,000/AC	50%	\$ 5,575.50
Total Land				\$ 32,088.00
Improvements Value Part Taken: Describe Below	Contributory Value: Per Unit Basis or Lump Sum Basis			
+ Total Improvements				\$ 0.00

TE	Purpose	Area SF or AC	\$/Unit	% rate of return / duration	
TE-10	Construction of Water Pipeline	1.899 AC	\$21,000 /AC	10% annum x 1 year	\$ 3,987.90
Damages (Cost to Cure). Describe and quantify:					
+Total Temporary Easements and Damages (Cost to Cure)					\$ 0.00
= Total Compensation Estimate					= \$36,100.00 (rounded)

Has the owner or designated representative accompanied the District's representative during inspection of the property?	
<input checked="" type="checkbox"/> Yes	Date: October 21, 2021
<input type="checkbox"/> No	Describe efforts made: Owner's was present during site inspection

Signed by: Richard B. Pittenridge 	Date: 3/30/2022
Approved by: North Weld County Water District	Date:

EXHIBIT A

PE-10

A portion of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six North (T.6N.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 10 and assuming the Northerly line of the Northeast Quarter of said Section 10 as bearing North 89°33'32" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2689.10 feet with all other bearings contained herein relative thereto;

THENCE North 89°33'32" East along said Northerly line of the Northeast Quarter of Section 10 a distance of 238.22 feet;

THENCE leaving said Northerly line South 00°20'27" East distance of 30.00 feet to the Southerly right-of-way line of Weld County Road 72, said point being the **POINT OF BEGINNING**;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet;

THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 45.64 feet;

THENCE North 88°45'30" East a distance of 458.72 feet;

THENCE North 60°16'38" East a distance of 36.73 feet;

THENCE North 88°18'58" East a distance of 24.25 feet;

THENCE North 01°41'02" West a distance of 20.74 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 1,046.46 feet;

THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 145.87 feet;

THENCE South 81°53'43" East a distance of 234.60 feet;

THENCE North 85°42'11" East a distance of 374.44 feet;

THENCE South 89°59'20" East a distance of 142.53 feet;

THENCE North 00°00'12" East a distance of 14.59 feet;

THENCE South 89°59'48" East a distance of 72.92 feet to the Westerly right-of-way line of Weld County Road 33;

THENCE South 00°25'56" East along said Westerly right-of-way line a distance of 54.59 feet;

THENCE leaving said Westerly right-of-way line North 89°59'48" West a distance of 200.00 feet;

THENCE South 85°51'52" West a distance of 391.64 feet;

THENCE North 81°53'43" West a distance of 283.28 feet;

THENCE North 00°10'47" West a distance of 138.83 feet;

THENCE South 89°33'32" West a distance of 958.76 feet;

THENCE South 43°18'58" West a distance of 61.83 feet;

THENCE South 89°31'52" West a distance of 549.21 feet;

THENCE North 00°20'27" West a distance of 84.92 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 110,003 Square Feet or 2.525 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

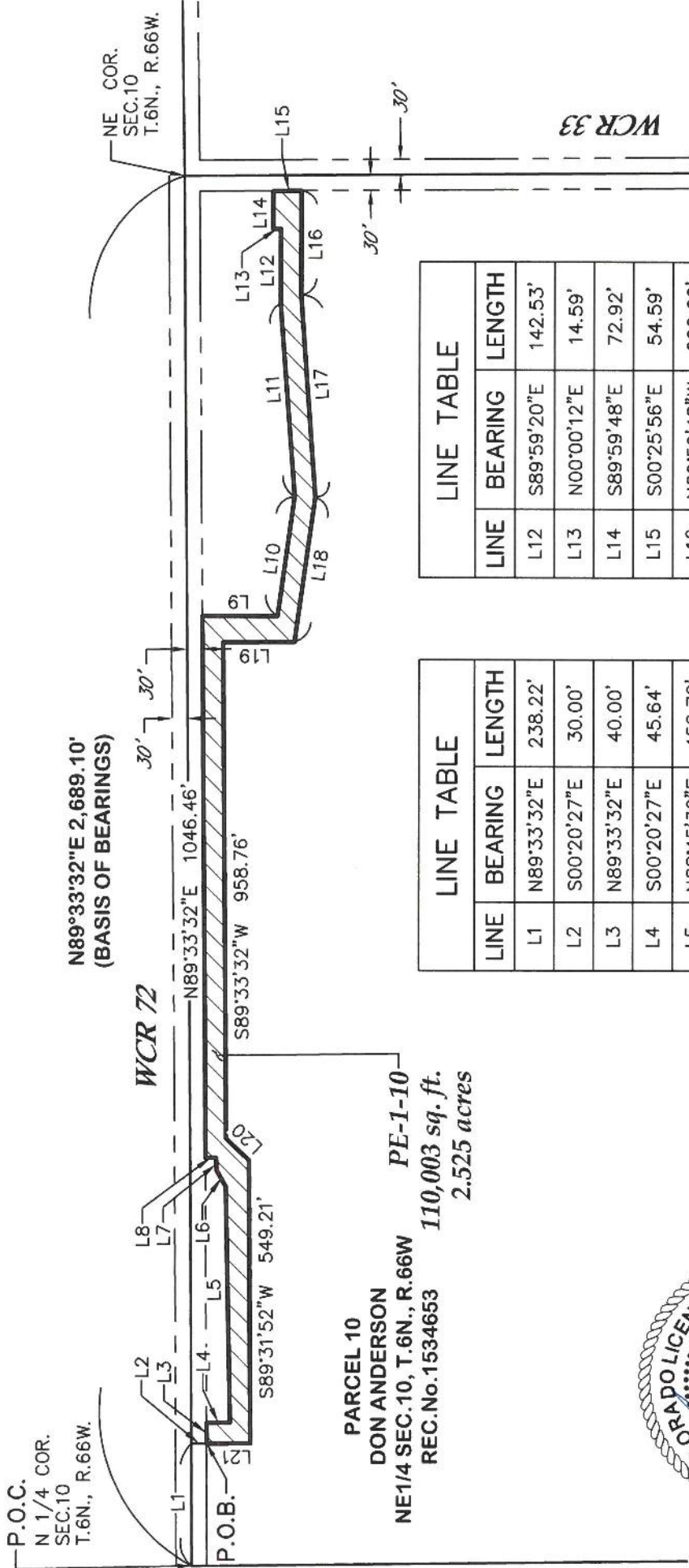
SURVEYORS STATEMENT

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



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

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



N89°33'32"E 2,689.10'
(BASIS OF BEARINGS)

PARCEL 10
DON ANDERSON
NE1/4 SEC.10, T.6N., R.66W
REC.No.1534653
PE-1-10
110,003 sq. ft.
2.525 acres

LINE TABLE		
LINE	BEARING	LENGTH
L12	S89°59'20"E	142.53'
L13	N00°00'12"E	14.59'
L14	S89°59'48"E	72.92'
L15	S00°25'56"E	54.59'
L16	N89°59'48"W	200.00'
L17	S85°51'52"W	391.64'
L18	N81°53'43"W	283.28'
L19	N00°10'47"W	138.83'
L20	S43°18'58"W	61.83'
L21	N00°20'27"W	84.92'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L2	S00°20'27"E	30.00'
L3	N89°33'32"E	40.00'
L4	S00°20'27"E	45.64'
L5	N88°45'30"E	458.72'
L6	N60°16'38"E	36.73'
L7	N88°18'58"E	24.25'
L8	N01°41'02"W	20.74'
L9	S00°00'00"E	145.87'
L10	S81°53'43"E	234.60'
L11	N85°42'11"E	374.44'



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

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

PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_PE-10
DRAWN: VDS CHECKED: DBD

EXHIBIT A

PAE-10

Those portions of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six North (T.6N.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described in Parcels as follows:

PARCEL 1

COMMENCING at the North Quarter Corner of Section 10 and assuming the Northerly line of the Northeast Quarter of said Section 10 as bearing North 89°33'32" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2689.10 feet with all other bearings contained herein relative thereto;

THENCE North 89°33'32" East along said Northerly line of the Northeast Quarter of Section 10 a distance of 238.22 feet;

THENCE leaving said Northerly line South 00°20'27" East distance of 30.00 feet to the Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet;

THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 15.63 feet to the **POINT OF BEGINNING**;

THENCE North 88°45'30" East a distance of 458.69 feet;

THENCE North 00°00'00" East a distance of 9.23 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 15.00 feet;

THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 30.90 feet to point hereinafter referred to as Point "A";

THENCE South 60°16'38" West a distance of 17.04 feet;

THENCE South 88°45'30" West a distance of 458.72 feet;

THENCE North 00°20'27" West a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,285 Square Feet or 0.328 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 2

COMMENCING at the above referenced in Parcel 1 Point "A";

THENCE North 60°16'38" East a distance of 19.69 feet;

THENCE North 88°18'58" East a distance of 24.25 feet;

THENCE North 01°41'02" West a distance of 20.74 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 1,046.46 feet;

THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 145.87 feet;

THENCE South 81°53'43" East a distance of 234.60 feet;

THENCE North 85°42'11" East a distance of 323.74 feet to the **POINT OF BEGINNING**;

THENCE North 55°22'28" West a distance of 276.67 feet to a point on said Southerly right-of-way line of Weld County Road 72;

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 75.00 feet;

THENCE leaving said Southerly right-of-way line South 50°14'55" East a distance of 242.76 feet;

THENCE South 85°42'11" West a distance of 34.06 feet to the **POINT OF BEGINNING**

Said described parcel of land contains 8,835 Square Feet or 0.203 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

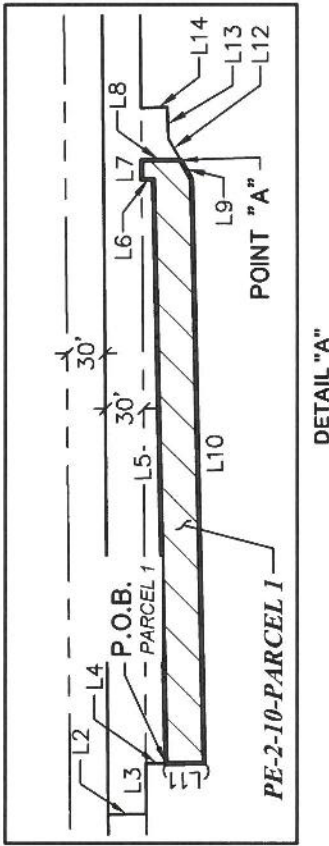
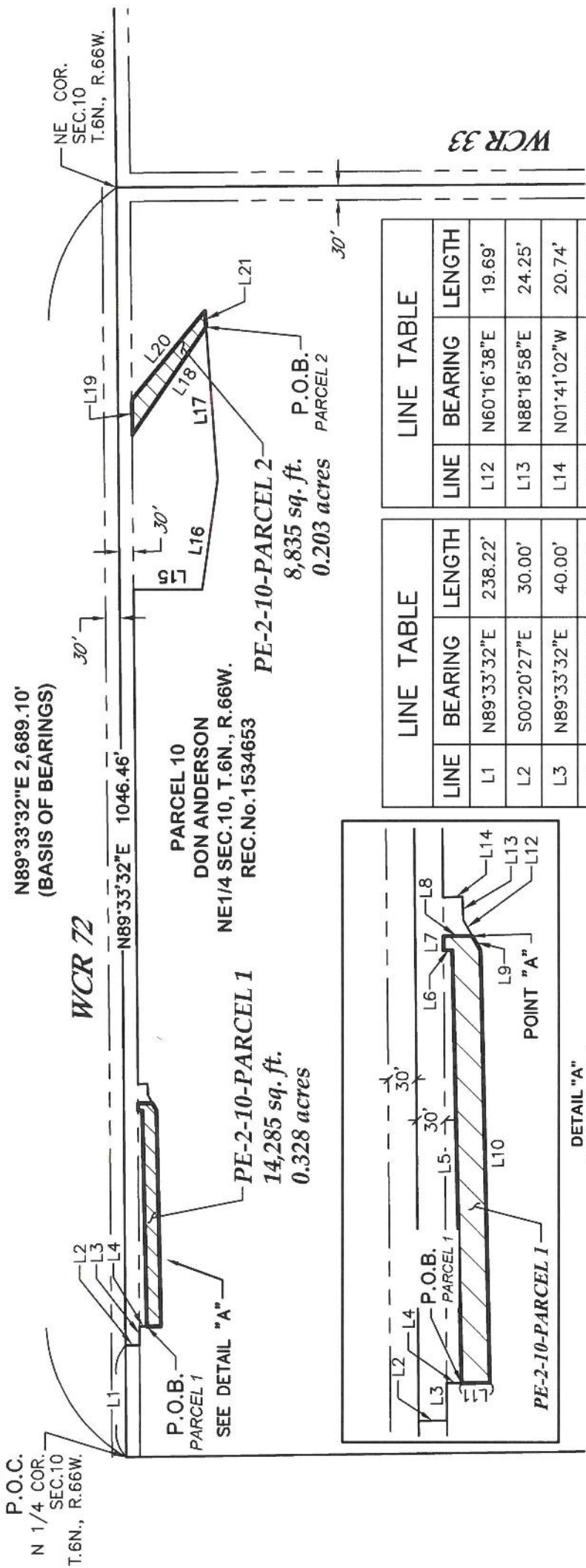
SURVEYORS STATEMENT

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

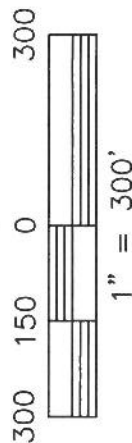


Vladislav D. Skrejev- On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38705

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



LINE TABLE		LINE TABLE			
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'	L12	N60°16'38"E	19.69'
L2	S00°20'27"E	30.00'	L13	N88°18'58"E	24.25'
L3	N89°33'32"E	40.00'	L14	N01°41'02"W	20.74'
L4	S00°20'27"E	15.63'	L15	S00°00'00"E	145.87'
L5	N88°45'30"E	458.69'	L16	S81°53'43"E	234.60'
L6	N00°00'00"E	9.23'	L17	N85°42'11"E	323.74'
L7	N89°33'32"E	15.00'	L18	N55°22'28"W	276.67'
L8	S00°00'00"E	30.90'	L19	N89°33'32"E	75.00'
L9	S60°16'38"W	17.04'	L20	S50°14'55"E	242.76'
L10	S88°45'30"W	458.72'	L21	S85°42'11"W	34.06'
L11	N00°20'27"W	30.00'			



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

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KING SURVEYORS

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

PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_PAE-10
DRAWN: VDS CHECKED: DBD

EXHIBIT A

TE-10

Those portions of the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six North (T.6N.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, being more particularly described in Parcels as follows:

PARCEL 1

COMMENCING at the North Quarter Corner of Section 10 and assuming the Northerly line of the Northeast Quarter of said Section 10 as bearing North 89°33'32" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2689.10 feet with all other bearings contained herein relative thereto;

THENCE North 89°33'32" East along said Northerly line of the Northeast Quarter of Section 10 a distance of 238.22 feet;

THENCE leaving said Northerly line South 00°20'27" East distance of 114.92 feet to the **POINT OF BEGINNING**;

THENCE North 89°31'52" East a distance of 549.21 feet;

THENCE North 43°18'58" East a distance of 61.82 feet;

THENCE North 89°33'32" East a distance of 958.76 feet;

THENCE South 00°10'47" East a distance of 138.83 feet to a point hereinafter referred to as Point "A";

THENCE South 89°44'15" West a distance of 30.00 feet;

THENCE North 00°15'45" West a distance of 108.73 feet;

THENCE South 89°33'32" West a distance of 913.96 feet;

THENCE South 43°18'58" West a distance of 61.81 feet;

THENCE South 89°31'52" West a distance of 563.78 feet;

THENCE North 00°20'27" West a distance of 30.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 50,441 Square Feet or 1.158 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 2

COMMENCING at the above referenced in Parcel 1 Point "A";

THENCE South 81°53'43" East a distance of 50.06 feet;

THENCE North 00°00'00" East a distance of 40.40 feet to the **POINT OF BEGINNING**;

THENCE North 00°00'00" East a distance of 30.30 feet;

THENCE South 81°53'43" East a distance of 235.61 feet;

THENCE North 85°42'11" East a distance of 283.34 feet;

THENCE South 55°22'28" East a distance of 47.75 feet to a point hereinafter referred to as Point "B";

THENCE South 85°42'11" West a distance of 323.74 feet;

THENCE North 81°53'43" West a distance of 234.60 feet; to the **POINT OF BEGINNING**.

Said described parcel of land contains 16,159 Square Feet or 0.371 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 3

COMMENCING at the above referenced in Parcel 2 Point "B";

THENCE North 85°42'11" East a distance of 34.06 feet to the **POINT OF BEGINNING**;

THENCE North 50°14'55" West a distance of 42.66 feet;

THENCE North 85°33'10" East a distance of 49.52 feet;

THENCE South 89°58'27" East a distance of 12.54 feet;

THENCE South 00°00'12" West a distance of 29.87 feet to a point hereinafter referred to as Point "C";

THENCE North 89°59'20" West a distance of 12.53 feet;

THENCE South 85°42'11" West a distance of 16.63 feet to the **POINT OF BEGINNING**

Said described parcel of land contains 1,358 Square Feet or 0.031 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

PARCEL 4

COMMENCING at the above referenced in Parcel 3 Point "C";

THENCE South 89°59'20" East a distance of 130.00 feet;

THENCE North 00°00'00" West a distance of 14.59 feet;

THENCE South 89°59'48" East a distance of 72.92 feet to the Westerly right-of-way line of Weld County Road 33;

THENCE South 00°25'56" East along said Westerly right-of-way line a distance of 54.59 feet to the **POINT OF BEGINNING**;

THENCE South 00°25'56" East continuing along said Westerly right-of-way line a distance of 100.00 feet;

THENCE leaving said Westerly right-of-way line North 90°00'00" West a distance of 95.00 feet;

THENCE North 46°35'57" West a distance of 145.56 feet;

THENCE South 89°59'48" East a distance of 200.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,751 Square Feet or 0.339 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

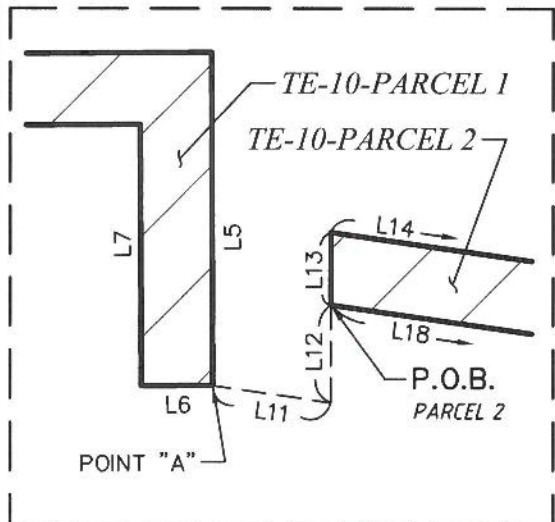
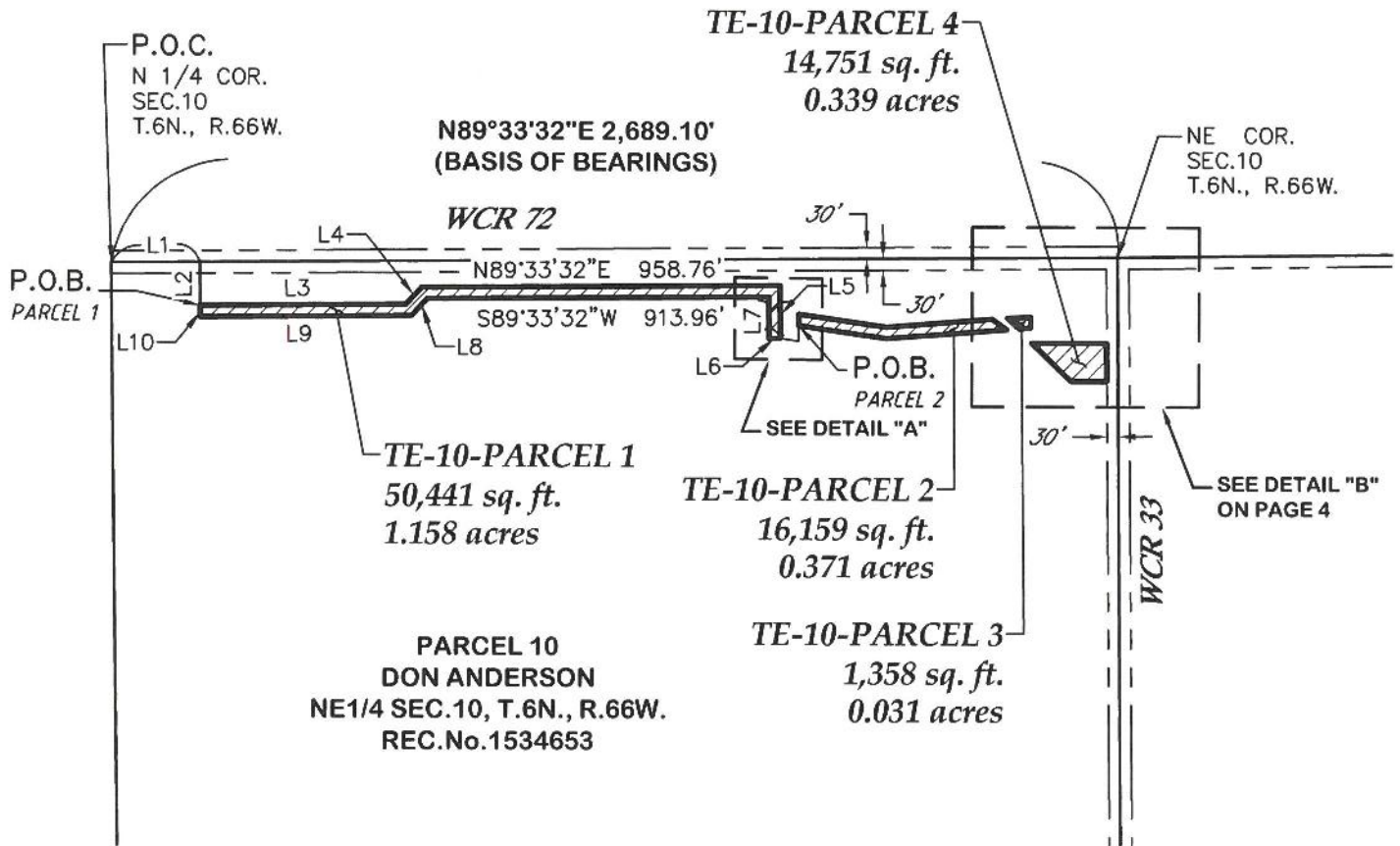
SURVEYORS STATEMENT

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

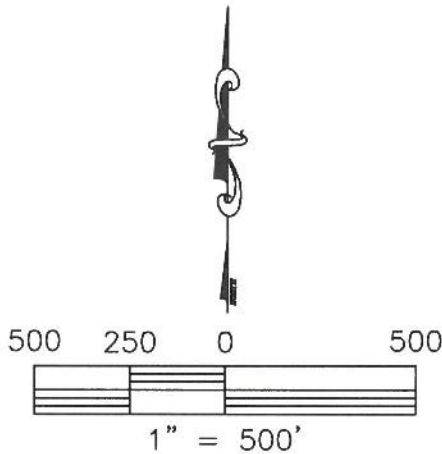


Vladislav D. Skrejev- On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38705

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



DETAIL "A"
SCALE 1" = 80'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L2	N00°20'27"W	114.92'
L3	N89°31'52"E	549.21'
L4	N43°18'58"E	61.82'
L5	S00°10'47"E	138.83'
L6	S89°44'15"W	30.00'
L7	N00°15'45"W	108.73'
L8	S43°18'58"W	61.81'
L9	S89°31'52"W	563.78'
L10	N00°20'27"W	30.00'
L11	S81°53'43"E	50.06'
L12	N00°00'00"E	40.40'
L13	N00°00'00"E	30.30'
L14	S81°53'43"E	235.61'
L18	N81°53'43"W	234.60'



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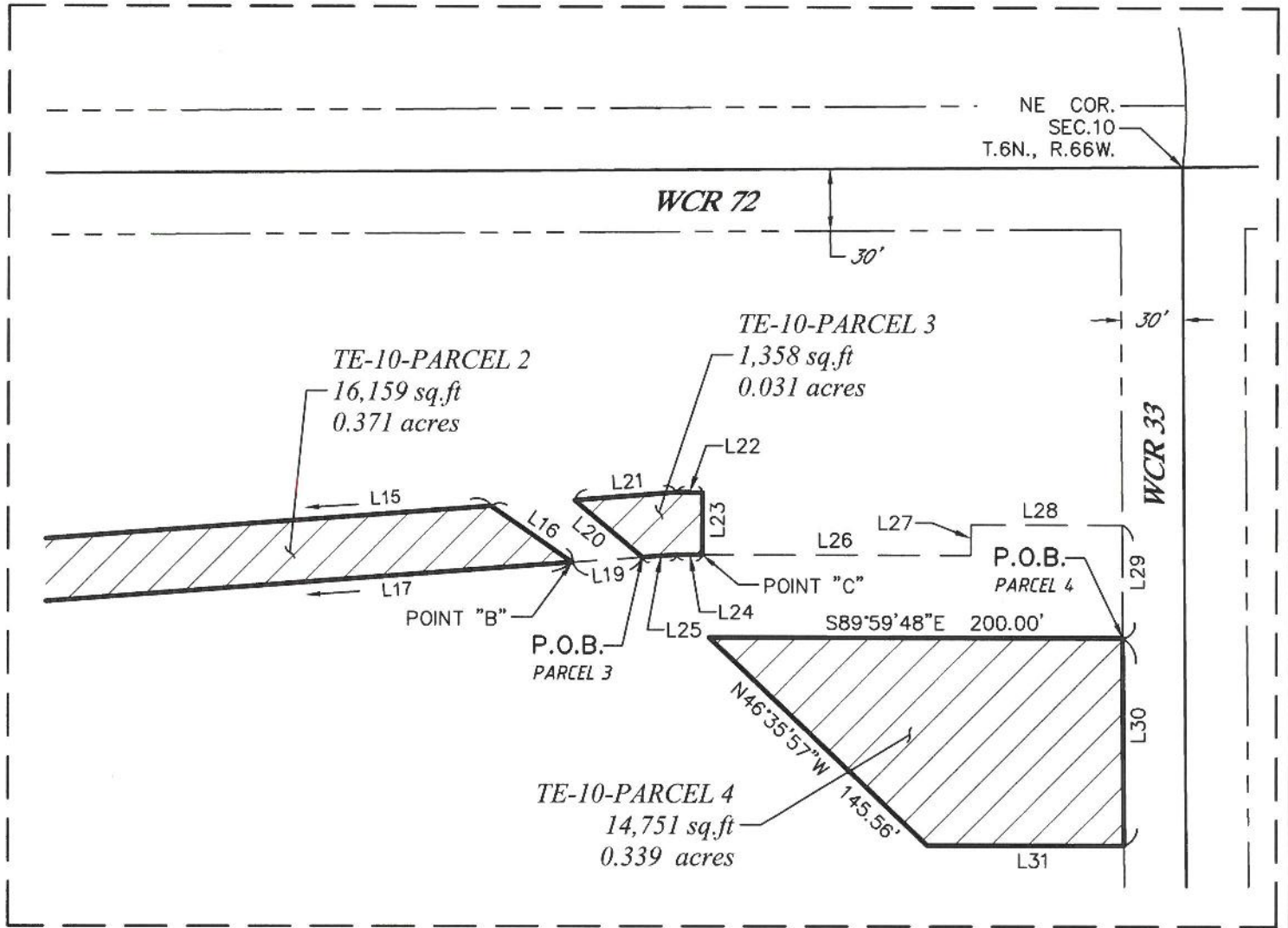
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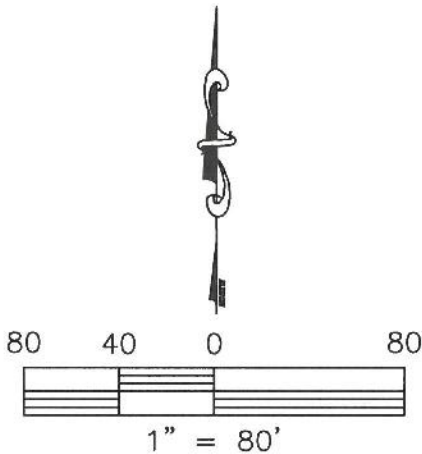
KING SURVEYORS

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

PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_TE-10
DRAWN: VDS CHECKED: DBD



DETAIL "B"
SCALE 1" = 80'



LINE TABLE		
LINE	BEARING	LENGTH
L15	N85°42'11"E	283.34'
L16	S55°22'28"E	47.75'
L17	S85°42'11"W	323.74'
L19	N85°42'11"E	34.06'
L20	N50°14'55"W	42.66'
L21	N85°33'10"E	49.52'
L22	S89°58'27"E	12.54'
L23	S00°00'12"W	29.87'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N89°59'20"W	12.53'
L25	S85°42'11"W	16.63'
L26	S89°59'20"E	130.00'
L27	N00°00'00"W	14.59'
L28	S89°59'48"E	72.92'
L29	S00°25'56"E	54.59'
L30	S00°25'56"E	100.00'
L31	N90°00'00"W	95.00'



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PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_TE-10
DRAWN: VDS CHECKED: DBD



Waiver Valuation Research Data North Weld County Water District

Parcel #: Parcel - 10				Project: Eaton Pipeline				Prepared by: Richard B Pittenridge	
Address: 15888 County Road 72				Owner: Don Anderson, Inc.				Date: 3/30/2022	
	Property	Sale Date	Size/Acre	Price	Price/Unit	Adjustment	Value	Proximity to Subject	Parcel Data Source
	APN	Date	Size	\$	\$	#	\$	Distance	Information
S-1	080303200010	5/28/2021	133 acres	\$1,700,000	\$12,756/ac	+10% location	\$14,032/ac	5 miles NE	Weld County Sales Data
S-2	070922200008	5/10/2021	96.88 acres	\$1,274,700	\$13,158/ac	+15% location	\$15,132/ac	8 miles NE	Weld County Sales Data
S-3	080712200016	1/29/2021	156.41 acres	\$2,993,000	\$19,136/ac	-5% location	\$18,179/ac	4 miles W	Weld County Sales Data
S-4	080508000036	8/2/2019	96.321 acres	\$2,400,000	\$24,917/ac	-5% location	\$23,671/ac	2.5 miles W	Weld County Sales Data
Subject use: The Subject is zoned agricultural is located on WCR 72 and WCR 33 and is currently use as flood irrigation crop land.									
Subject Site Size: 156 acres and is flood irrigated land per the Weld County Assessor.									
Acquisition Type/Size: The project requires the acquisition of one permanent pipeline easement (PE-10) containing approximately 2.525 acres, one permanent access easement (PAE-10), consisting of two parcels, Parcel 1 containing approximately 0.328 acres, and Parcel 2 containing approximately 0.203 acres, with a combined area approximately 0.531 acres, and one temporary easement (TE-10) containing approximately 1.899 acres.									
Comparable Sales: Sales data was gathered from the Weld County Assessor public records website.									
Proposed use of Acquisitions: PE-10 is needed to construct, operate, and maintain a thirty-inch (30") ductile iron potable water pipeline and TE-10 is needed to facilitate construction of the water pipeline.									
Notes/Comments: Sales 1 & 2 are similar in size and current use but are several miles northeast of the subject and farther out from development. Sales 3 & 4 are similar in size and current use and are located on WCR 72 just a few miles west of the subject. Sales 3 & 4 are closer to development but are most similar to the subject property. The estimated land value is between \$19,000 and \$23,000 per acre.									

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

\$ 21,000 / ACRE



SUBJECT

Account: R1318586
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R1318586	080510000008		Agricultural	2021	2	344,359	56,570

Legal
17792 NE4 10 6 66 (4R3D3LONG)

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
15888 COUNTY ROAD 72	WELD		10	06	66

Owner(s)

Account	Owner Name	Address
R1318586	ANDERSON DON INC	15427 COUNTY ROAD 74 EATON, CO 806158611

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
4123041	07-09-2015	USR	USE BY SPECIAL REVIEW	USR14-0016AM2 AG SERVICE ESTABLISHMENT	0.00		0

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Improvement	4277	FARM/RANCH RESIDENCE- IMPS	198,141	14,170	0.000	0
Improvement	4279	FARM RANCH SUPPORT BLDGS	2,758	800	0.000	0
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	143,460	41,600	156.000	6,795,360
Totals	-	-	344,359	56,570	156.000	6,795,360

**Comparable sales for your Residential or
Commercial property may be found using our
[SALES SEARCH TOOL](#)**

Tax Authorities

Tax Area	District ID	District Name	Current Mill Levy
3885	0700	AIMS JUNIOR COLLEGE	6.305
3885	0505	EATON FIRE	9.000
3885	1050	HIGH PLAINS LIBRARY	3.181
3885	0304	NORTH WELD COUNTY WATER (NWC)	0.000
3885	0301	NORTHERN COLORADO WATER (NCW)	1.000
3885	0202	SCHOOL DIST RE2-EATON	36.821
3885	0100	WELD COUNTY	15.038
3885	1200	WEST GREELEY CONSERVATION	0.414
Total	-	-	71.759

Map



Powered by Esri

Get additional detail with the [Map Search](#).

3093

9

1721534653

00120

JUL-28-69

This Deed, Made this 2-1 1st day of July in the year of our Lord one thousand nine hundred and sixty-nine, between CARL B. BILLS of the County of Sacramento, and State of California, and HOWARD L. BILLS of the County of Weld, and State of Colorado, of the first part, and DON ANDERSON, INC., a Colorado Corporation,

of the County of Weld, and State of Colorado, of the second part: WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Other good and valuable consideration and Ten DOLLARS, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of Weld and State of Colorado, to-wit:

The Southeast Quarter (SE 1/4) of Section Thirty-three (33), Township Seven (7) North, Range Sixty-six (66) West of the Sixth Principal Meridian, and the Northeast Quarter (NE 1/4) of Section Ten (10), Township Six (6) North, Range Sixty-six (66) West of the Sixth Principal Meridian, together with 200 acre foot units of water from the works of the Northern Colorado Water Conservancy District, 6 shares of the capital stock of The Larimer and Weld Irrigation Company, 4 shares of the capital stock of The Larimer and Weld Reservoir Company, 12 shares of the capital stock of The Douglass Irrigation Company, 4 shares of the capital stock of The Lucas Lateral Ditch Company, 4 shares of the capital stock of The Windsor Reservoir and Canal Company, and all existing rights in North Weld County Water District Pipe Line.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any-wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with appurtenances, unto the said party of the second part, its successors heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors heirs and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever: Subject to rights of way, exceptions, conditions, reservations, restrictions and covenants of record or established on said premises,

and the above premises, in the quiet and peaceable possession of the said party of the second part, its successors heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of Carl B. Bills (SEAL) Howard L. Bills (SEAL) (SEAL)

STATE OF COLORADO, County of Weld, ss. The foregoing instrument was acknowledged before me this 28th day of July, 1969, by Howard L. Bills.

Witness My Hand and Official Seal. My Commission Expires April 20, 1970. Charlotte B. Williams Notary Public.

State Documentary Fee Date JUL 28 1969 \$ 15.50

JUL-28-69 00121 15:50

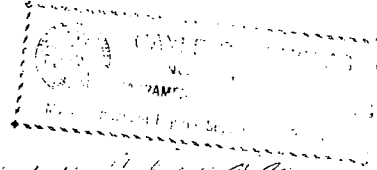
3.25k

STATE OF CALIFORNIA,) ss.
County of Sacramento.)

The foregoing instrument was acknowledged before me this 21st day of July, 1969, by Carl B. Bills.

Witness My Hand and Official Seal.

My Commission Expires September 1970



Carl B. Bills
Notary Public

No. 1534653

WARRANTY DEED

FROM

TO

STATE OF COLORADO, } ss.
County of Weld.

This Warranty Deed was filed for record at 2:43 o'clock P. M., JUL 28 1969, and is duly recorded in book 613, page .

By Ann Spencer Recorder.
Louise Korne Deputy.

Fees, \$

[Handwritten signature and notes]



Legend

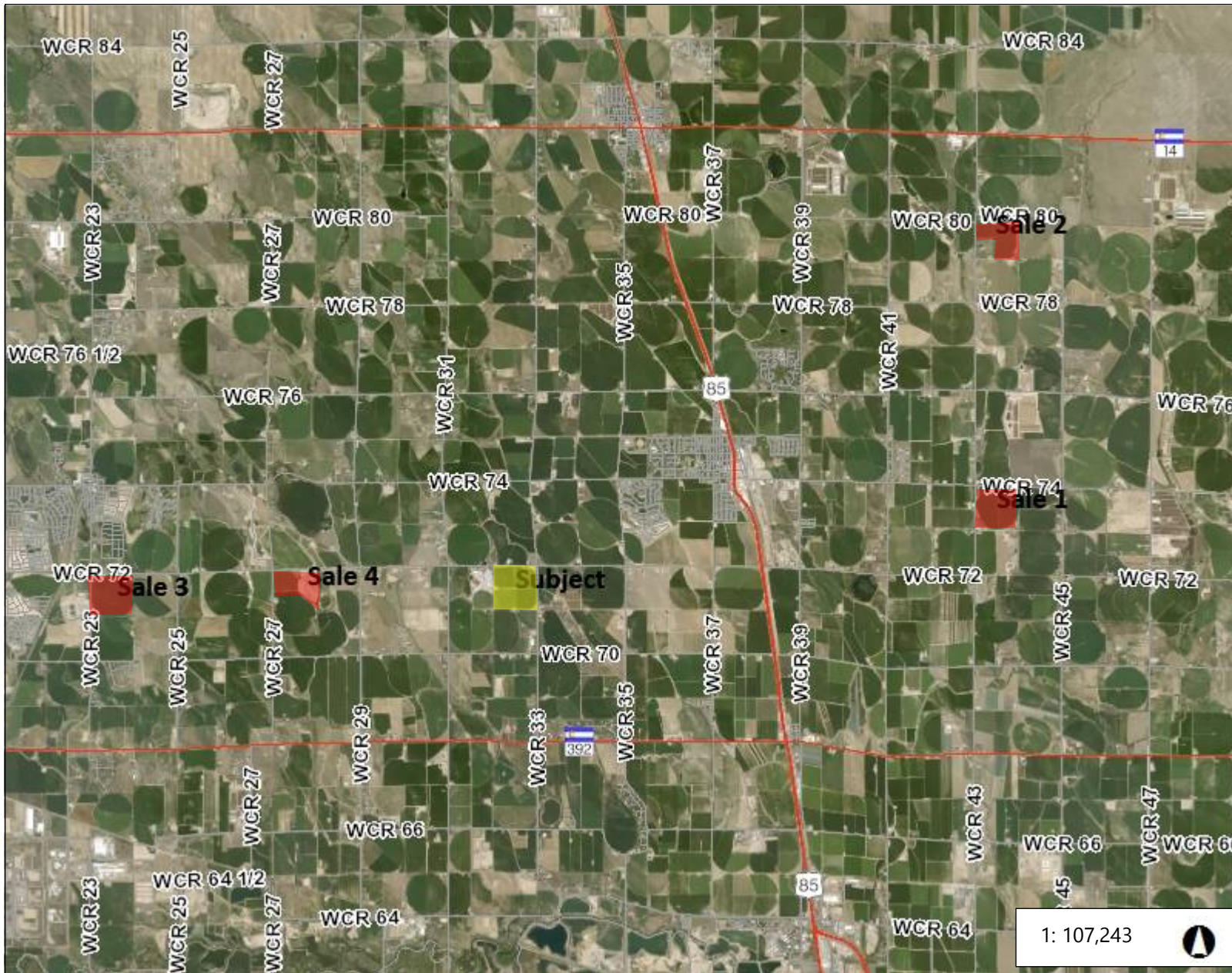
-  Parcels
-  Highway
-  Road
-  Highway
-  County Boundary

1: 26,811



4,468.5 0 2,234.23 4,468.5 Feet

Notes



Legend

- Highway
- Road
- Road
- Highway
- County Boundary

Notes

17,873.9 0 8,936.93 17,873.9 Feet


Account: R8940552
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8940552	080303200010		Agricultural	2021	0	88,459	25,660

Legal

PT NW4 3 6 65 LOT D REC EXMPET RECX14-0050

Subdivision	Block	Lot	Land Economic Area
			EATON RURAL

Property Address	Property City	Zip	Section	Township	Range
			03	06	65

Owner(s)

Account	Owner Name	Address
R8940552	WIEDEMAN JAY RYAN	35520 COUNTY ROAD 43 EATON, CO 806159205
R8940552	WIEDEMAN EMILY ANNE	

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
	09-14-2004	USR	USE BY SPECIAL REVIEW	USR-1468 SINGLE FAMILY DWELLING	0.00		0
4066177	12-04-2014	RE	RECX14-0050	RECX14-0050	0.00	11-18-2014	0
4723784	06-09-2021	SWD	VERMILYEA SCOTT L; VERMILYEA NANCY M	WIEDEMAN JAY RYAN; WIEDEMAN EMILY ANNE	170.00	05-28-2021	1,700,000

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4107	SPRINKLER IRRIGATED LAND	82,107	23,810	107.900	4,700,120
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	5,469	1,590	5.500	239,580
Land	4127	DRY FARM LAND- AGRICULTURAL	792	230	9.000	392,040
Land	4167	WASTE LAND	91	30	10.870	473,497
Totals	-	-	88,459	25,660	133.270	5,805,237

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Tax Authorities

RETURN RECORDED DOCUMENT TO:

Jay Ryan Wiedeman and Emily Anne Wiedeman
33520 CR 43, Eaton, CO 80615

Document Fee: \$170.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated 28th day of May, 2021, is made between **Scott L. Vermilyea and Nancy M. Vermilyea** ("Grantor"), of the County of Weld and the State of Colorado.

AND

Jay Ryan Wiedeman and Emily Anne Wiedeman ("Grantee"), of the County of Weld and the State of Colorado, whose legal address is 33520 CR 43, Eaton, CO 80615.

WITNESS, that the Grantor(s), for and in consideration of **ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,700,000.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the Grantee, **JOINT TENANTS** and the heirs, successors and assigns of the Grantee forever, all the real property, together with fixtures and improvements located thereon, if any, situate, lying and being in the County of **Weld** and State of Colorado, described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT A

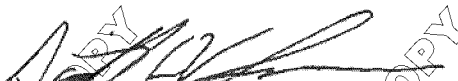
Any and all applicable oil, gas and other minerals shall be reserved to the seller and shall not be transferred at closing.

ALSO KNOWN AS: **0 TBD, Eaton, CO 80615**

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the heirs, successors and assigns of the Grantee forever. The Grantor, for the Grantor and the heirs, successors and assigns of the Grantor, warrants title to the same against all persons claiming by, through or under the Grantor, subject to the Statutory Exceptions.

EXECUTED AND DELIVERED by Grantor on the date first set forth above.



Scott L. Vermilyea



Nancy M. Vermilyea

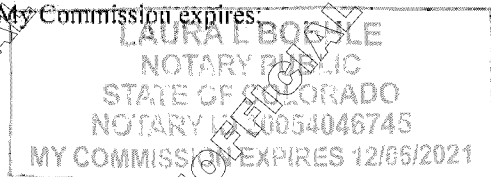
State of: **Colorado**

County Of **Larimer**

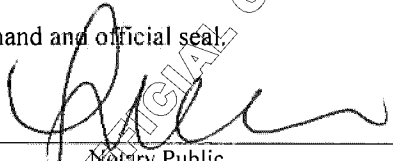
}
}
} ss.
}

The foregoing instrument was subscribed, sworn to, and acknowledged before me this **May 28**, 2021, by **Scott L. Vermilyea and Nancy M. Vermilyea**

My Commission expires:



Witness my hand and official seal:



Notary Public

gtg

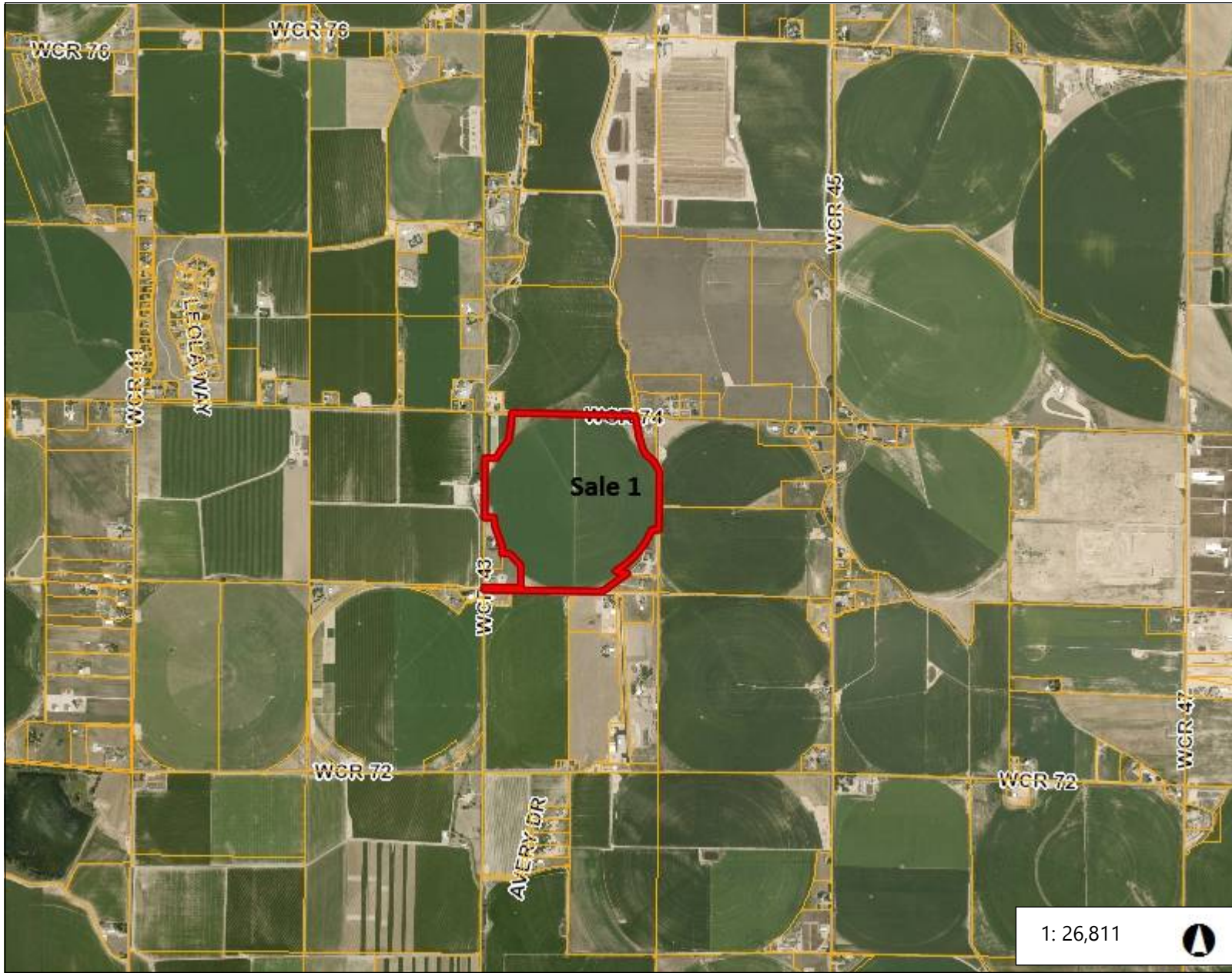
****If tenancy is unspecified, the legal presumption shall be tenants in common (C.R.S. 38-31-101)**

Exhibit 'A'

Lot A of Recorded Exemption No. 0803-03-2 RECX 14-0050, recorded May 30, 2000 as Reception No. 2771307, being a part of the NW1/4 of Section 3, Township 6 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

AND

Lot D of Recorded Exemption No. 0803-03-2 RECX 14-0050, recorded May 6, 2002 as Reception No. 2949138 being a part of the NW1/4 of Section 3, Township 6 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.



Legend

-  Parcels
-  Highway
-  Road
-  Highway
-  County Boundary

1: 26,811



4,468.5 0 2,234.23 4,468.5 Feet

Notes


Account: R8965775
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8965775	070922200008	0	Agricultural	2021	0	77,105	22,370

Legal

PT NW4 22 7 65 LOT B REC EXEMPT RECX19-0134 EXC THAT PT DESC AS COMM W1/4 COR S89D50E 1037.01 TO POB THENCE N00D01W 30.00 S89D50E 469.92 THENCE ALONG CURVE L (R=1260.57 CH N45D24E 1421.31) N00D07W 490.42 THENCE ALONG CURVE L (R=1260.57 CH N55D55W 1769.79) N00D33E 110.68 S89D26E 1492.61 S00D07E 1721.30 S01D46W 520.88 S12D44W 375.79 N89D50W 1413.62 TO POB

Subdivision	Block	Lot	Land Economic Area
			EATON RURAL

Property Address	Property City	Zip	Section	Township	Range
38504 COUNTY ROAD 43	WELD		22	07	65

Owner(s)

Account	Owner Name	Address
R8965775	GREENBERG FARMS LLC	7520 N WILLIAMSON VALLEY RD PRESCOTT, AZ 863054711

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
4576717	03-20-2020	RE	RECX19 0134	RECX19 0134	0.00	03-16-2020	0
4580687	04-06-2020	QCN	PAPPENHEIM BETTY	PAPPENHEIM BETTY	0.00	04-01-2020	0
4706395	04-20-2021	SURV	R65 T7 S22 NW4 PT	R65 T7 S22 NW4 PT	0.00	04-09-2021	0
4714218	05-11-2021	WD	PAPPENHEIM BETTY J	GREENBERG FARMS LLC	127.47	05-10-2021	1,274,700

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4107	SPRINKLER IRRIGATED LAND	77,087	22,360	94.720	4,126,003
Land	4167	WASTE LAND	18	10	2.160	94,090
Totals	-	-	77,105	22,370	96.880	4,220,093

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Tax Authorities

WARRANTY DEED

State Doc Fee: \$127.47
Recording Fee: \$31.00

THIS DEED is dated the 10th day of May, 2021, and is made between

Betty J. Pappenheim aka Betty Pappenheim

(whether one, or more than one), the "Grantor" of the County of Weld and State of Colorado and

Greenberg Farms, LLC, a Colorado limited liability company

(whether one, or more than one), the "Grantee", whose legal address is 7520 N. Williamson Valley Road
Prescott, AZ 86305 of the County of Maricopa and State of Arizona

WITNESS, that the Grantor, for and in consideration of the sum of One Million Two Hundred Seventy Four
Thousand Six Hundred Eighty Dollars and No Cents (\$1,274,680.00), the receipt and sufficiency of which is
hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's
heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of
Weld and State of Colorado described as follows:

Lot B,
RECORDED EXEMPTION NO. 0709-22-02 Recx19-0134 recorded March 20, 2020 as Reception No. 4576717,
being a part of the NW1/4 of Section 22, Township 7 North, Range 65 West of the 6th P.M.,
County of Weld, State of Colorado.

****GRANTOR HEREBY RESERVES AND RETAINS ALL OIL, GAS AND OTHER MINERALS OF ANY KIND,
ON, UNDER AND UPON THE PROPERTY**

also known by street address as: 38504 County Road, CO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto
the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to
and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these
presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear
from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of
whatever kind or nature soever, except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-
113(5)(a).

2021 taxes and all subsequent years and the attached exceptions to title, if any.

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the
quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and
every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Betty J. Pappenheim

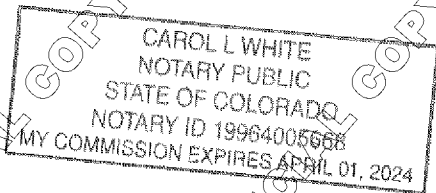
Betty J. Pappenheim
Betty J. Pappenheim aka Betty Pappenheim

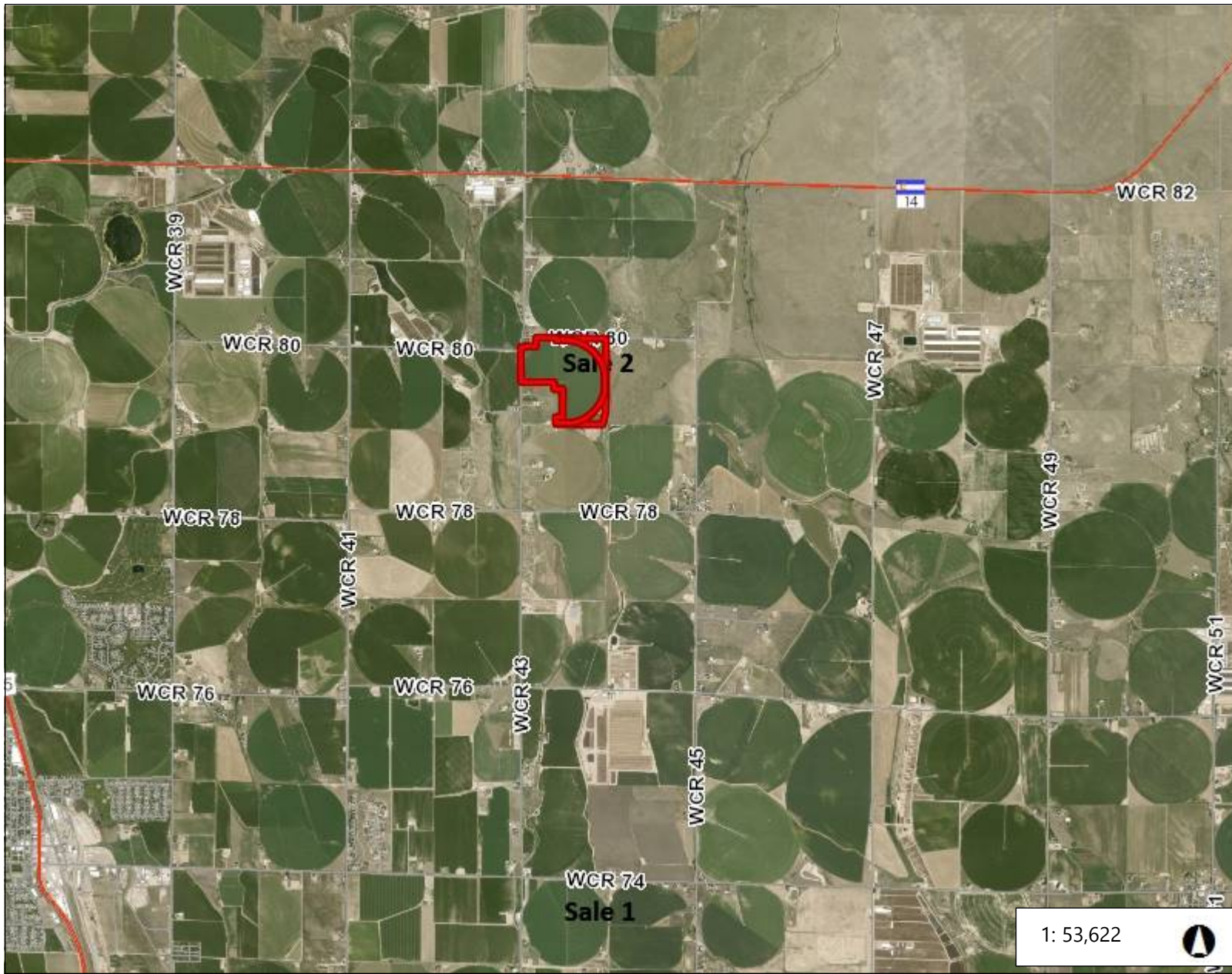
State of Colorado
County of Weld

The foregoing instrument was acknowledged before me this 10th day of May, 2021 by Betty J. Pappenheim aka
Betty Pappenheim.

Carol L. White
Notary Public

My Commission Expires: _____





Legend

- Parcels
- Highway
- Road
- Highway
- County Boundary

1: 53,622



8,936.9 0 4,468.46 8,936.9 Feet

Notes


Account: R8943819
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8943819	080712200016		Agricultural	2021	0	103,311	29,960

Legal

PT E2NW4 LOT B REC EXEMPT RE-1571 AND W2NW4 EXC COMM W4 COR N00D18W 1128.64 N89D33E 449.89 S00D18E 1131.53 S89D56W 450.01 TO POB

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
11210 COUNTY ROAD 72	SEVERANCE		12	06	67

Owner(s)

Account	Owner Name	Address
R8943819	KNIEVEL KENNETH DONALD	34472 COUNTY ROAD 23 WINDSOR, CO 805502902
R8943819	KNIEVEL KAREN M	

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
2382019	04-05-1994	RE	RECORDED EXEMPTION	RE-1571	0.00		0
4182070	02-19-2016	SURV	SURVEY	SURVEY	0.00	02-19-2016	0
4270629	01-18-2017	SWDN	TAILHOLT LAND & WATER INVESTMENTS INC	DEVCO INVESTORS LLC	0.00	01-10-2017	0
4650193	11-12-2020	QCN	DEVCO INVESTORS LLC	TAILHOLT LAND & WATER INVESTMENTS INC	0.00	10-05-2020	0
4654141	11-24-2020	QCN	DEVCO INVESTORS	TAILHOLT LAND & WATER INVESTMENTS INC	0.00	11-23-2020	0
4677821	02-01-2021	SWD	TAILHOLT LAND & WATER INVESTMENTS INC	KNIEVEL KENNETH DONALD; KNIEVEL KAREN M	299.30	01-29-2021	2,993,000

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4107	SPRINKLER IRRIGATED LAND	92,344	26,780	122.897	5,353,393
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	10,560	3,060	10.978	478,202
Land	4127	DRY FARM LAND- AGRICULTURAL	350	100	3.979	173,325
Land	4167	WASTE LAND	57	20	6.883	299,823
Totals	-	-	103,311	29,960	144.737	6,304,743

Comparable sales for your Residential or Commercial property may be found using our


Account: R8943818
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8943818	080712200015		Agricultural	2021	0	9,956	2,900

Legal

 PT NW4 12 6 67 COMM W4 COR N00D18W 1128.64 N89D33E 449.89 S00D18E
 1131.53 S89D56W 450.01 TO POB

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
			12	06	67

Owner(s)

Account	Owner Name	Address
R8943818	KNIEVEL KENNETH DONALD	34472 COUNTY ROAD 23 WINDSOR, CO 805502902
R8943818	KNIEVEL KAREN M	

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
4182070	02-19-2016	SURV	SURVEY	SURVEY	0.00	02-19-2016	0
4270629	01-18-2017	SWDN	TAILHOLT LAND & WATER INVESTMENTS INC	DEVCO INVESTORS LLC	0.00	01-10-2017	0
4650193	11-12-2020	QCN	DEVCO INVESTORS LLC	TAILHOLT LAND & WATER INVESTMENTS INC	0.00	10-05-2020	0
4654141	11-24-2020	QCN	DEVCO INVESTORS	TAILHOLT LAND & WATER INVESTMENTS INC	0.00	11-23-2020	0
4677821	02-01-2021	SWD	TAILHOLT LAND & WATER INVESTMENTS INC	KNIEVEL KENNETH DONALD; KNIEVEL KAREN M	299.30	01-29-2021	2,993,000

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4107	SPRINKLER IRRIGATED LAND	3,611	1,050	4.521	196,935
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	6,339	1,840	6.375	277,695
Land	4167	WASTE LAND	6	10	0.777	33,846
Totals	-	-	9,956	2,900	11.673	508,476

**Comparable sales for your Residential or
Commercial property may be found using our
[SALES SEARCH TOOL](#)**

Tax Authorities



State Documentary Fee
Date: January 29, 2021
\$299.30

Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **TAILHOLT LAND & WATER INVESTMENTS, INC., A COLORADO CORPORATION**, whose street address is **2809 E HARMONY RD SUITE 310, FORT COLLINS, CO 80528**, City or Town of **FORT COLLINS**, County of **Larimer** and State of **Colorado**, for the consideration of **(\$2,993,000.00) ***Two Million Nine Hundred Ninety Three Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **KENNETH DONALD KNIEVEL AND KAREN M. KNIEVEL**, as Joint Tenants whose street address is **34472 COUNTY ROAD 23, Windsor, CO 80550**, City or Town of **Windsor**, County of **Weld** and State of **Colorado**, the following real property in the County of **Weld** and State of **Colorado**, to wit:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
AND

LOT B, RECORDED EXEMPTION NO. 0807-12-2-RE-1571, RECORDED APRIL 5, 1994 AT RECEPTION NO. 2382019, BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

also known by street and number as: **11210 COUNTY ROAD 72, SEVERANCE, CO 80615**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to those matters set out in the Exhibit A, attached hereto.

Signed this day of **January 29, 2021**.

TAILHOLT LAND & WATER INVESTMENTS, INC., A COLORADO CORPORATION

[Signature]

STANLEY K. EVERITT, PRESIDENT

State of **Colorado**)
)ss.
County of **LARIMER**)

The foregoing instrument was acknowledged before me on this day of **January 29th, 2021** by **STANLEY K. EVERITT AS PRESIDENT OF TAILHOLT LAND & WATER INVESTMENTS, INC., A COLORADO CORPORATION**

Witness my hand and official seal

My Commission expires: 11-17-21 *[Signature]*

Notary Public

DONNA MANCI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19894016670
My Commission Expires November 17, 2021

When recorded return to: **KENNETH DONALD KNIEVEL AND KAREN M. KNIEVEL**
34472 COUNTY ROAD 23, Windsor, CO 80550



EXHIBIT A

Property Address: 11210 COUNTY ROAD 72, SEVERANCE, CO 80615

1. RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273.
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 09, 1913 IN BOOK 131 AT PAGE 444.
3. RIGHT OF WAY EASEMENT AS GRANTED TO NORTH WELD COUNTY WATER DISTRICT IN INSTRUMENT RECORDED JANUARY 28, 1964, UNDER RECEPTION NO. 1427518.
4. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RECORDED EXEMPTION NO. 0807-12-2-RE-1571, RECORDED APRIL 5, 1994 AT RECEPTION NO. 2382019.
5. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LAND SURVEY PLAT RECORDED APRIL 17, 2001 UNDER RECEPTION NO. 2841250.
6. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED APRIL 01, 2002 UNDER RECEPTION NO. 2938312.
7. RIGHT OF WAY EASEMENT AS GRANTED TO NORTH WELD COUNTY WATER DISTRICT IN INSTRUMENT RECORDED SEPTEMBER 08, 2003, UNDER RECEPTION NO. 3104241.
8. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED FEBRUARY 19, 2004 AT RECEPTION NO. 3155315.
9. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED OCTOBER 13, 2005, UNDER RECEPTION NO. 3331109.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE OVERLOOK ANNEXATION & REZONING MAP RECORDED JANUARY 10, 2007 UNDER RECEPTION NO. 3447254.
11. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 06, 2007 UNDER RECEPTION NO. 3495293.
12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790.
13. OIL AND GAS LEASE RECORDED OCTOBER 19, 2010 UNDER RECEPTION NO. 3726362 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

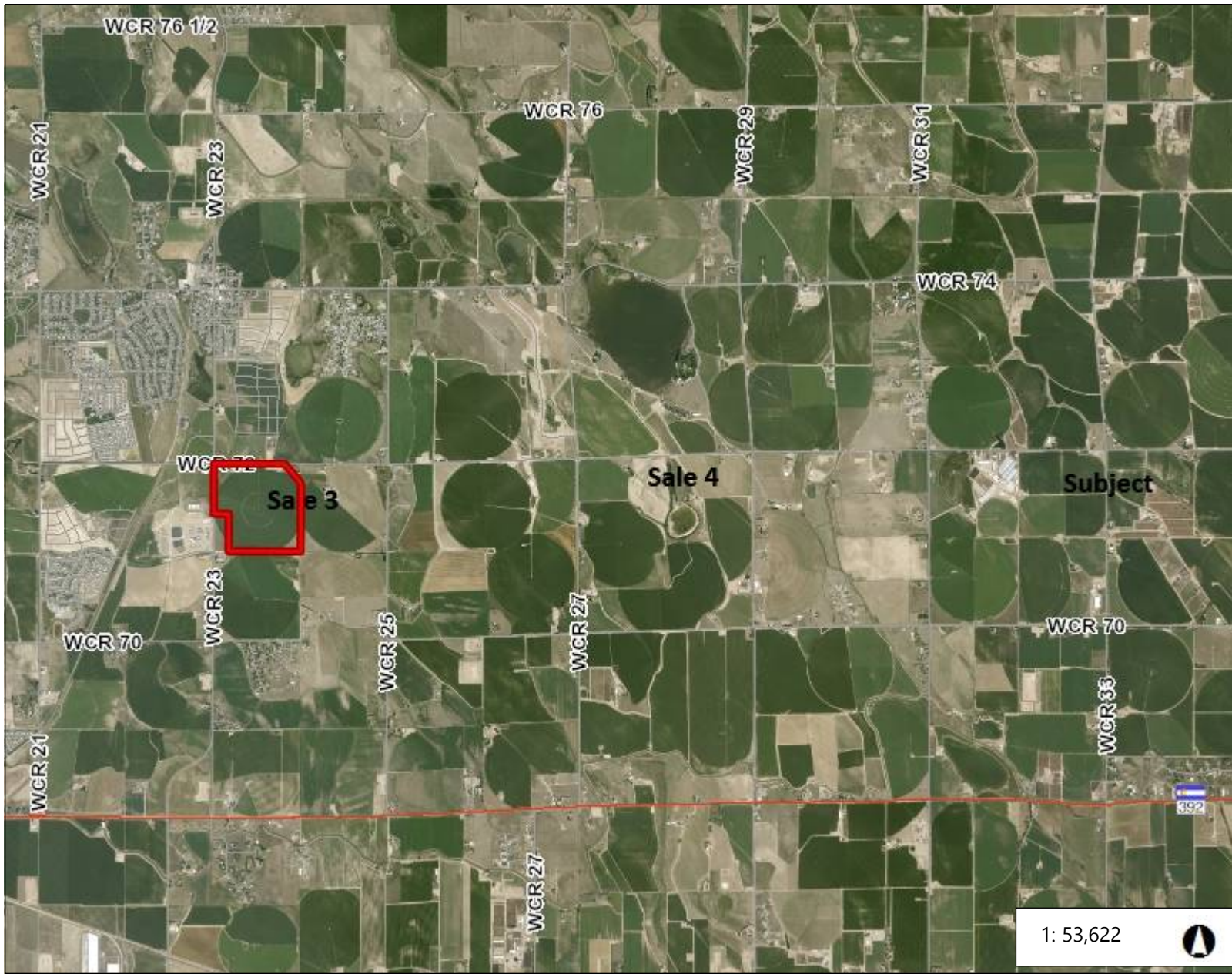
NOTE: WELLBORE SPECIFIC DELCARATION OF POOLING RECORDED FEBRUARY 5, 2014 AT RECEPTION NO. 3994507.

14. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF SURFACE DAMAGE AND RELEASE AGREEMENT RECORDED SEPTEMBER 28, 2012 AT RECEPTION NO. 3876879.
15. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS CONVEYED IN INSTRUMENT RECORDED DECEMBER 10, 2012, UNDER RECEPTION NO. 3895045, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
16. RIGHT OF WAY EASEMENT AS GRANTED TO DCP MIDSTREAM, LP IN INSTRUMENT RECORDED DECEMBER 12, 2012, UNDER RECEPTION NO. 3895545.
17. RIGHT OF WAY EASEMENT AS GRANTED TO DCP MIDSTREAM, LP IN INSTRUMENT RECORDED JANUARY 29, 2013, UNDER RECEPTION NO. 3906247.
18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TAILHOLT METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2015, UNDER RECEPTION NO. 4163744.
19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TAILHOLT METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2015, UNDER RECEPTION NO. 4163745.
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TAILHOLT METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2015, UNDER RECEPTION NO. 4163746.
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ALTA/ACSM LAND TITLE SURVEY RECORDED FEBRUARY 19, 2016 UNDER RECEPTION NO. 4182070.
22. TERMS, CONDITIONS AND PROVISIONS OF GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING TAILHOLT METROPOLITAN DISTRICTS NO. 1, NO. 2 AND NO. 3 IN WELD COUNTY, COLORADO RECORDED MARCH 14, 2016 AT RECEPTION NO. 4187697.
23. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED JANUARY 19, 2017 AT RECEPTION NO. 4271102.
24. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL

STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 07, 2017, UNDER RECEPTION NO. 4308463.

25. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 02, 2018 UNDER RECEPTION NO. 4420477.
26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TAILHOLT METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 06, 2018, UNDER RECEPTION NO. 4451560.

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY: (A) MOUNTAIN BELL TELEPHONE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870705. (B) WESTERN SLOPE GAS COMPANY, RECORDED MARCH 9, 1983 AT RECEPTION NO. 1919757. (C) ASSOCIATED NATURAL GAS, INC., RECORDED JULY 20, 1984 AT RECEPTION NO. 1974810 AND RECORDED OCTOBER 1, 1984 AT RECEPTION NO. 1983584 AND RECORDED MARCH 3, 1988 AT RECEPTION NO. 2132709 AND RECORDED APRIL 10, 1989 AT RECEPTION NO. 2175917. (D) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722. (E) COLORADO INTERSTATE GAS COMPANY, RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979784. (F) UNION RURAL ELECTRIC ASSOCIATION, INC., RECORDED OCTOBER 5, 1981 AT RECEPTION NO. 1871004. (G) WESTERN GAS SUPPLY COMPANY, RECORDED APRIL 2, 1985 AT RECEPTION NO. 2004300. (H) PUBLIC SERVICE COMPANY OF COLORADO, RECORDED NOVEMBER 9, 1981 AT RECEPTION NO. 1874084. (I) ST. VRAIN SANITATION DISTRICT, RECORDED DECEMBER 14, 1988 AT RECEPTION NO. 2164975. (J) LEFT HAND WATER DISTRICT, RECORDED AUGUST 28, 1990 AT RECEPTION NO. 2224977. (K) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296. (L) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 14, 1992 AT RECEPTION NO. 2306829.



Legend

-  Parcels
-  Highway
-  Road
-  Road
-  Highway
-  County Boundary

1: 53,622



8,936.9 0 4,468.46 8,936.9 Feet

Notes



Account: R0322994

July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R0322994	080508000036		Agricultural	2021	0	82,843	24,020

Legal

17788 N2NW4 8 6 66 ALSO 12A IN NE COR S2NW4 PT LOT B AMD REC EXEMPT RE-1560 EXC THAT PT DEEDED IN BK 1055 REC #1995369 ALSO EXC BEG S89D59'E 1032.51' FROM NW COR OF NW4 OF SEC TH S43D02'E 138.02' S58D32'E 225.76' S12D25'W 54.73' S22D28'E 70.70' S35D11'E 65.61' S27D42'E 215.39' S86D12'E 60.37' N86D17'E 154.11' N46D48'E 27.22' N04D26'E 31.66' N04D46'W 527.37' N89D59'W 632.43' TO POB (2.30R)

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
			08	06	66

Owner(s)

Account	Owner Name	Address
R0322994	BOOTH LAND AND LIVESTOCK COMPANY	PO BOX 72 LUCERNE, CO 806460072

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
02162607	11-21-1988	WDN			0.00	11-21-1988	0
3187510	06-08-2004	QCN	MILL KEVIN & VICKI	MILL VICKI	0.00	01-09-2003	0
3639368	07-30-2009	SWD	DIXON VICKI	GIPSON TOM C	160.00	04-03-2009	1,600,000
3693108	05-13-2010	SWD	DIXON VICKI	GIPSON TOM C	0.00	01-01-1900	0
3791478	09-09-2011	RE	RECORDED EXEMPTION	RE-1560 AM	0.00		0
4124457	07-14-2015	WD	GIPSON CAROL J; GIPSON TOM C	SHINER KIRK A; SHINER KRISTINE A	175.00	06-19-2015	1,750,000
4512616	08-07-2019	SWD	SHINER KRISTINE A; SHINER KIRK A	BOOTH LAND AND LIVESTOCK COMPANY	240.00	08-02-2019	2,400,000

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	82,843	24,020	92.700	4,038,012
Totals	-	-	82,843	24,020	92.700	4,038,012

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Tax Authorities


Account: R6779608
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R6779608	080508200039	0	Agricultural	2021	0	464	130

Legal

 PT NW4 8-6-66 PT LOT B AMD REC EXEMPT RE-1560 BEG N4 COR
 N30D43'E 1778.70' N77D11'W 39.88' N45D32' W308.60' N89D41' W 877.83'
 N88D22'E 878.17' S45D30'E 363.31' TO POB

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
	WELD		08	06	66

Owner(s)

Account	Owner Name	Address
R6779608	BOOTH LAND AND LIVESTOCK COMPANY	PO BOX 72 LUCERNE, CO 806460072

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	464	130	0.505	21,998
Totals	-	-	464	130	0.505	21,998

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Map



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Account: R6779609
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R6779609	080508200040	0	Agricultural	2021	0	031	030

Legal

PT N2 8-6-66 PT LOT B AMD REC EXEMPT RE-1560 BEG N4 COR N04D08'E
 2048.70' S60D50'E 26.30' S19D37'E 266.39' S09D58'W 97.87' S18D00' E
 237.08' S89D51' W 49.79' N11D28'W 597.69' TO POB

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
	WELD		08	06	66

Owner(s)

Account	Owner Name	Address
R6779609	BOOTH LAND AND LIVESTOCK COMPANY	PO BOX 72 LUCERNE, CO 806460072

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4107	SPRINKLER IRRIGATED LAND	22	10	0.028	1,220
Land	4147	GRAZING LAND- AGRICULTURAL	8	10	0.435	18,949
Land	4167	WASTE LAND	1	10	0.153	6,665
Totals	-	-	031	30	0.616	26,834

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Map



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Account: R0021987
July 14, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R0021987	080508000032		Agricultural	2021	0	1,643	480

Legal

17784-B THAT PT NE4 8 6 66 LYING W OF FOL DESC LN BEG N4 COR OF SEC S09D08'E 301.5' S03D24'W 206.3' S20D22'W 243.4' S02D22'E 186.9' S12D27'E 644.5' S09D58'W 868.7' M/L TO AN EXISTING FENCE CORNER & PT OF TERMINATION. PT LOT B AMD REC EXEMPT RE-1560

Subdivision	Block	Lot	Land Economic Area
			SEVERANCE RURAL

Property Address	Property City	Zip	Section	Township	Range
			08	06	66

Owner(s)

Account	Owner Name	Address
R0021987	BOOTH LAND AND LIVESTOCK COMPANY	PO BOX 72 LUCERNE, CO 806460072

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	1,643	480	2.500	108,900
Totals	-	-	1,643	480	2.500	108,900

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Map



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WHEN RECORDED RETURN TO:
Booth Land and Livestock Company
PO Box 72
Lucerne, CO 80646



First American

File Number: 13833-3273088

SPECIAL WARRANTY DEED

THIS DEED, Made this 2nd day of August, 2019, between **Kirk A. Shiner and Kristine A. Shiner** of the County of Weld and State of Colorado, grantor, and **Booth Land and Livestock Company, a Colorado general partnership** whose legal address is PO Box 72, Lucerne, CO 80646 of the County of Weld and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of **TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

PARCEL A:

LOT B, AMENDED RECORDED EXEMPTION NO. 0805-08-2 AMRE-1560, ACCORDING TO MAP RECORDED SEPTEMBER 9, 2011 AT RECEPTION NO. 3791478, BEING A PART OF THE N1/2 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

(EASEMENT INTEREST ONLY)

A PARCEL IN THE NORTH 1/2 CORNER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF SEVERANCE, COUNTY OF WELD COUNTY, STATE OF COLORADO.

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., AS BEARING N 89°59'39" E, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M.;

THENCE N 89°59'39" E FOR A DISTANCE OF 2659.22 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE NORTHEAST 1/4 CORNER OF SAID SECTION 8;

THENCE S 09°08'00" E FOR 301.50 FEET TO POINT OF BEGINNING;

THENCE S 03°58'21" E FOR A DISTANCE OF 1122.98 FEET;

THENCE S 12°11'41" W FOR A DISTANCE OF 132.92 FEET;

THENCE N 12°27'00" W FOR A DISTANCE OF 644.50 FEET;

THENCE N 02°22'00" W FOR A DISTANCE OF 186.90 FEET;

THENCE N 20°22'00" E FOR A DISTANCE OF 243.40 FEET;

THENCE N 03°24'00" E FOR A DISTANCE OF 206.30 FEET TO POINT OF BEGINNING.

**THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:
M. BRYAN SHORT, CO PS 32444**

Doc Fee: \$240.00

**FOR AND ON BEHALF OF PLS CORPORATION
DATED 07/17/2019
JOB/PROJECT # 19070.001**

also known by street and number as: **Vacant Land, Eaton, CO 80615**

Excepting and reserving unto grantor, and to grantor's heirs and assigns, all of grantor's right title and interest in and to all of the oil, gas and other minerals (including without limitation oil, gas, hydrocarbons, sulfur, coal, lignite and uranium) in, on and under the property to be conveyed, including any and all royalties, bonus amounts, delay rentals and other payments due and payable under any existing or future oil, gas or mineral lease.

DEEDED WATER RIGHTS:

40 SHARES OF THE WOOD LAKE MUTUAL WATER & IRRIGATION CO. CERT NO. 71

17 SHARES OF THE WOOD LATERAL EAST, CERT. NO. 88

17 SHARES OF THE WOOD LATERAL WEST, CERT. NO. 87

12 SHARES OF THE WOOD LATERAL SOUTH, CERT. NO. 89

2 SHARES OF WINDSOR RESERVOIR AND CANAL COMPANY CERT. NO 707

3 SHARES OF LARIMER WELD IRRIGATION COMPANY CERT. NO. 6289

20 SHARES OF DIVIDE CANAL AND RESERVOIR COMPANY CERT. NO. 125

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee his heirs, and assign forever. The grantor for his heirs and personal representatives or successors, does covenant and agree that this shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor except general taxes for the current year and subsequent years, and except easements, covenants, reservations, restrictions, and right of way, if any, of record.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Kirk A. Shiner
Kirk A. Shiner

Kristine A. Shiner
Kristine A. Shiner

State of **Colorado**

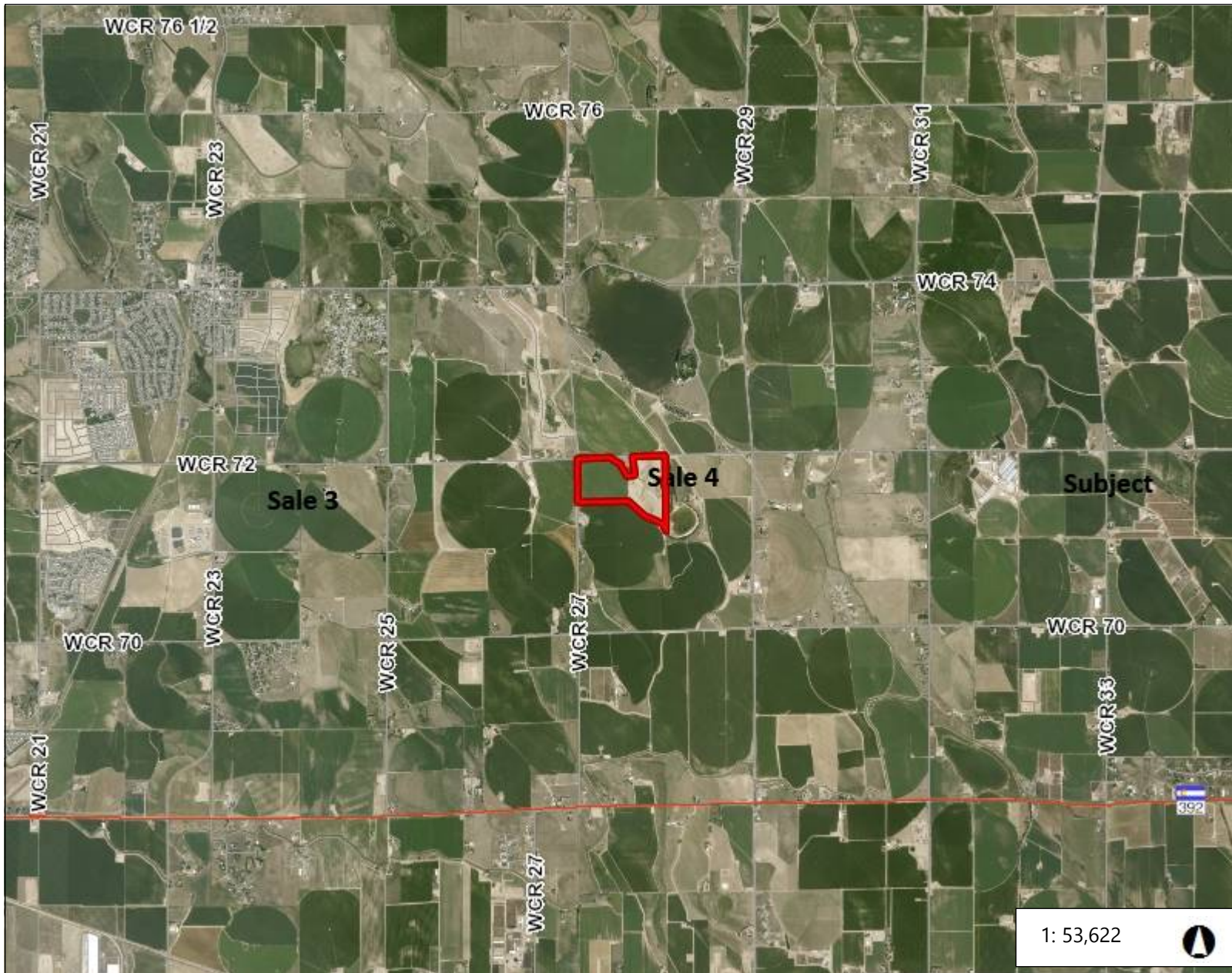
County of **Weld**

The foregoing instrument was acknowledged to before me this 2nd day of August, 2019 by **Kirk A. Shiner and Kristine A. Shiner.**

Witness my hand and official seal.
My commission expires:

Angela L. Mallory
Notary Public

ANGELA L. MALLORY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024010401
My Commission Expires April 20, 2020



Legend

- Parcels
- Highway
- Road
- Highway
- County Boundary

1: 53,622



8,936.9 0 4,468.46 8,936.9 Feet

Notes

PE-10, PAE-10, and TE-10
Don Anderson, Inc.



Looking west from Weld County Road 33

Contractor to protect fencing and restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

Looking west from Weld County Road 33

Contractor to restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking south adjacent to WCR 33.

Contractor to remove and replace concrete ditch adjacent to WCR 33 in kind.



PE-10, PAE-10, and TE-10
Don Anderson, Inc.



Looking west from house.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

Contractor to remove and replace concrete ditch adjacent to WCR 72 in kind.

Looking west from house & south of WCR 72.

Contractor to protect fencing and restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking east south of WCR 72.

Contractor to avoid irrigation pond and earthen berm.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



North Weld County Water District FAIR MARKET VALUE WAIVER VALUATION	Owner Name: Five M Farm, CO, a Colorado Corporation
	Location: NW ¼ S 28, T06N, R65W
	County: Weld

Brief description of subject and taking:
 A small permanent easement and temporary construction easement are needed for relocation of waterlines related to the intersection improvement project at WCR 66 and WCR 41.

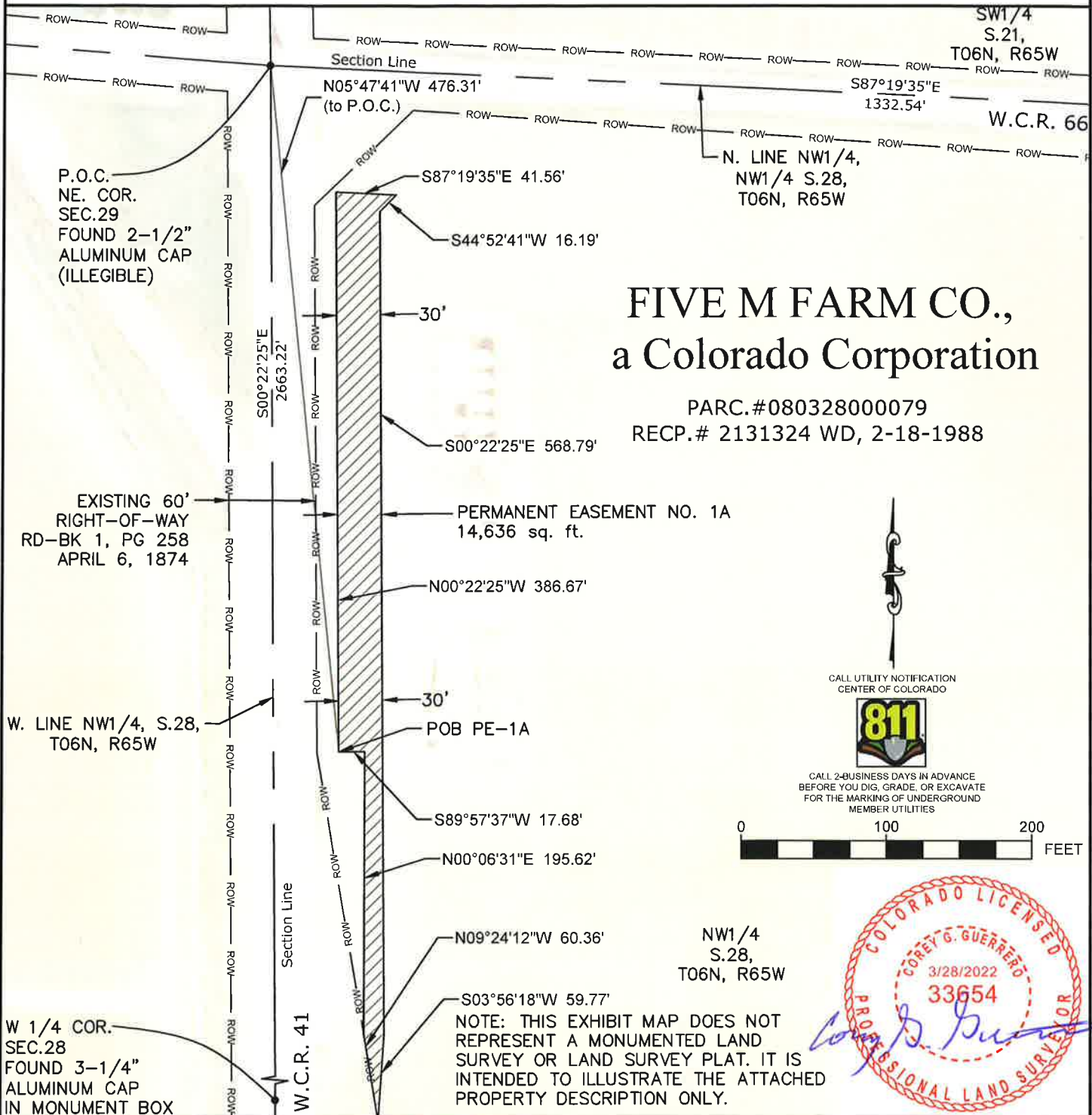
Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
PE-1A	.336	20,000.00	50%	\$ 3,360.00
				\$
				\$
				\$
Total Land				\$ 3,360.00
Improvements Value Part Taken: Describe Below		Contributory Value: Per Unit Basis or Lump Sum Basis		
N/A				
+ Total Improvements				+ N/A

TCE	Purpose	Area SF or AC	\$/Unit	x % rate of return x duration	
TCE-1A	Construction for	.132	20,000	10% x 2 yrs	\$ 528.00
	PE-1A				\$
					\$
Cost to Cure- Describe and quantify:					
This parcel is heavily encumbered by easements, one of which is being purchased by Xcel energy in the same area. Owner has been offered \$25,000/acre by Xcel and is requesting same from the District. Instead of match the per acre value, the District proposes adding a \$972 incentive in an effort to keep negotiation friendly.					\$ 972.00
+Total Temporary Easements and Damages (Cost to Cure)					+ \$ 1,500.00
= Total Compensation Estimate					= \$ 4,860.00

Has the owner or designated representative accompanied the Department's representative during inspection of the property?
 Yes Date
 No Describe efforts made: Land Agent has met with owners multiple times over the duration of the Intersection Improvement project and is very aware of the property and its encumbrances, as well as landowner concerns associated.

Signed (Waiver Valuation Preparer): <i>Courtney Wallace</i>	Date: 4/4 /2022
The dollar amount above is approved as Just Compensation by: North Weld County Water District	Date:


EXHIBIT



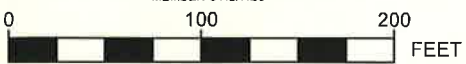
FIVE M FARM CO.,
a Colorado Corporation

PARC.#080328000079
RECP.# 2131324 WD, 2-18-1988

CALL UTILITY NOTIFICATION
CENTER OF COLORADO




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



COLORADO LICENSED
COREY G. GUERRERO
3/28/2022
33654
PROFESSIONAL LAND SURVEYOR

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

<p>NON-EXCLUSIVE PERMANENT EASEMENT NO. 1A</p>		<p>NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO</p>		
<p>FIVE M FARM CO., a Colorado corporation (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)</p>		<p>Location: WCR 66 & WCR 41</p>	<p>Scale: 1"=100'</p>	
<p>Project No.: CR-TR-3085-21</p>		<p>Date: 3/28/2022</p>	<p>Drawn by: CGG</p>	<p>Sheet 1 of 3</p>

EXHIBIT

PROPERTY DESCRIPTION

A non-exclusive permanent easement No. 1A to NORTH WELD COUNTY WATER DISTRICT, containing 14,636 sq. ft. (0.336 acres), more or less, being a portion of land described in a deed, recorded on February 18th, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6th Principal Meridian, in Weld County, Colorado, said permanent easement being more particularly described as follows:

COMMENCING at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6th Principal Meridian, thence S 00° 22' 25" E, along the West line of said Northwest quarter, a distance of 474.19 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 45.00 to a point on the North line of that Easement for North Weld County Water District as described at reception number 4810978, recorded March 17, 2022, in the office of the Weld County Recorder, and also being the **POINT OF BEGINNING**;

Thence N 00° 22' 25" W, departing said North line, a distance of 386.67 feet to the South line of that Easement for North Weld County Water District as described at reception number 4774637, recorded November 9, 2021 in the office of the Weld County Recorder;

Thence S 87° 19' 35" E, along said South line, a distance of 41.56 feet;

Thence S 44° 52' 41" W, departing said South line, a distance of 16.19 feet;

Thence S 00° 22' 25" E, a distance of 568.79 feet;

Thence S 03° 56' 18" W, a distance of 59.77 feet to said Easterly right of Way line as described at reception number 4773481, recorded November 5, 2021, in the office of the Weld County Recorder;

Thence N 09° 24' 12" W, along said Easterly right of way line, a distance of 60.36 feet to the Southeast corner of said permanent easement;

Thence N 00° 06' 31" E, along the East line of said permanent easement, a distance of 195.62 feet to the Northeast of of said permanent easement;

Thence S 89° 57' 37" W, along said North Line, a distance of 17.68 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 05° 47' 41" W, a distance of 476.31 feet.

The above described permanent easement contains 14,636 sq. ft. (0.336 acres), more or less.

NON-EXCLUSIVE PERMANENT EASEMENT NO. 1A		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
FIVE M FARM CO., a Colorado corporation (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)		Location: WCR 66 & WCR 41	Scale: 1"=100'	
		Project No.: CR-TR-3085-21	Date: 3/28/2022	Drawn by: CGG
				Sheet 2 of 3

EXHIBIT

PROPERTY DESCRIPTION

BASIS OF BEARINGS: All bearings are based on the West line of the Northwest Quarter of Section 28, bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

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

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



NON-EXCLUSIVE
 PERMANENT EASEMENT NO. 1A

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



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

Location: WCR 66 & WCR 41

Scale: 1"=100'

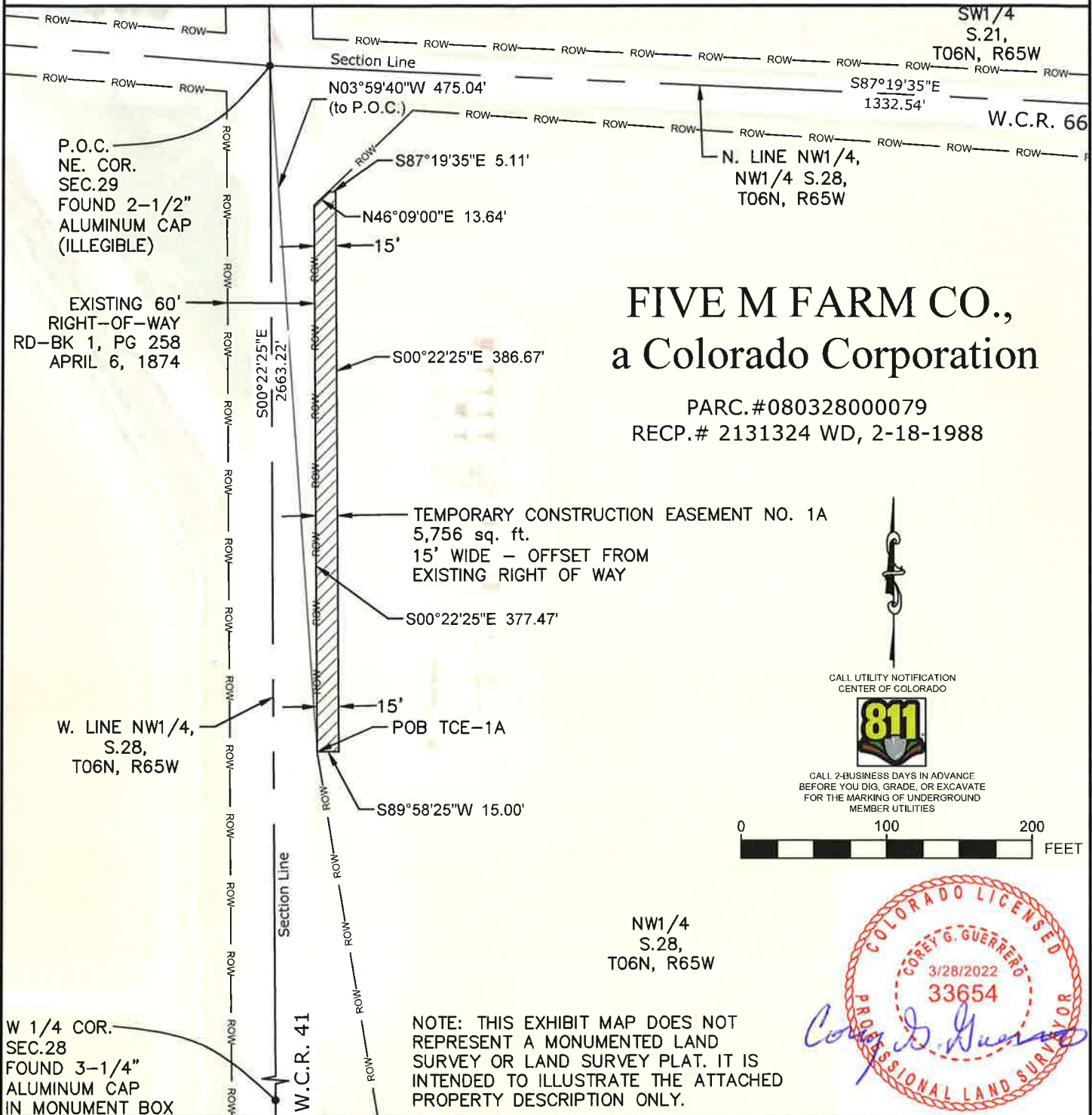
Project No.: CR-TR-3085-21

Date: 3/28/2022

Drawn by: CGG

Sheet 3 of 3


EXHIBIT



FIVE M FARM CO.,
a Colorado Corporation

PARC.#080328000079
RECP.# 2131324 WD, 2-18-1988

CALL UTILITY NOTIFICATION
CENTER OF COLORADO




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



NW 1/4
S.28,
T06N, R65W

Corey G. Guerrero

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

TEMPORARY CONSTRUCTION EASEMENT NO. 1A		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'	
Project No.: CR-TR-3085-21		Date: 3/28/2022	Drawn by: CGG	Sheet 1 of 3

EXHIBIT

PROPERTY DESCRIPTION

A temporary construction easement No. 1A to NORTH WELD COUNTY WATER DISTRICT, containing 5,756 sq. ft. (0.132 acres), more or less, being a portion of land described in a deed, recorded on February 18th, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6th Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

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

Thence N 00° 22' 25" W, along said East right of way line, a distance of 377.47 feet to the South right of way line for WCR 66 as described at reception number 4773479, recorded November 5, 2021 in the office of the Weld County Recorder;

Thence N 46° 09' 00" E, along said South Right of way line, a distance of 13.64 feet to the South line of that Easement for North Weld County Water District as described at reception number 4774637, recorded November 9, 2021 in the office of the Weld County Recorder;

Thence S 87° 19' 35" E, along said South Easement line, a distance of 5.11 feet;

Thence S 00° 22' 25" E, a distance of 386.67 feet to the North line of that Easement for North Weld County Water District as described at reception number 4810978, recorded March 17, 2022 in the office of the Weld County Recorder;

Thence S 89° 57' 35" W, a distance of 15.00 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 03° 59' 40" W, a distance of 475.04 feet.

The above described temporary construction easement contains 5,756 sq. ft. (0.132 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 1A		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41		Scale: 1"=100'
		Project No.: CR-TR-3085-21	Date: 3/28/2022	Drawn by: CGG Sheet 2 of 3

EXHIBIT

PROPERTY DESCRIPTION

BASIS OF BEARINGS: All bearings are based on the West line of the Northwest Quarter of Section 28, bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

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

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



TEMPORARY CONSTRUCTION EASEMENT NO. 1A		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO		
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'	
		Project No.: CR-TR-3085-21	Date: 3/28/2022	Drawn by: CGG Sheet 3 of 3

**INDEPENDENT CONTRACTOR AGREEMENT
RIGHT-OF-WAY ACQUISITION SERVICES**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 11th day of April, 2022, by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and HORROCKS ENGINEERS, INC., a Utah corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

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

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

Contractor: Horrocks Engineers, Inc.
4627 West 20th Street Road, Suite A
Greeley, CO 80634
Attention: Courtney Wallace
Phone: (970) 999-4165

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

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

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

[Signature pages follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Right-of-Way Acquisition
Services with Horrocks Engineers, Inc., dated April 11, 2022***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



SCOPE OF SERVICES – LAND ACQUISITION

TO: North Weld County Water District
FROM: Courtney Wallace, ROW Acquisition Technician Horrocks Engineers
DATE: March 18, 2022
SUBJECT: Land Acquisition Services

Mr. Rickentine and Mr. Rauch,

Thank you for inviting me to submit a Scope of Services and pricing options to provide on-call right-of-way acquisition services to North Weld County Water District. The attached fee schedule gives a breakdown of how costs would be calculated. It is my understanding that the District has requested hourly threshold options for acquisition services. Each option below accounts for the \$15,000 already approved by the District for services related to WCR 66/41 intersection and the Woods Lake Waterline Relocation. Pricing options depend on how many projects the District intends to complete this year. Please let me know if you would prefer to consider the fixed fee pricing option instead or if you would like us to quote on-call ROW plan/legal description pricing.

YEARLY THRESHOLD OPTIONS FOR HOURLY CONTRACT

1. \$40,000 – upto 8 landowners, 3 additional this year
2. \$60,000 – upto 12 landowners, 7 additional this year

SCOPE OF SERVICES

Meetings and general coordination

A Horrocks agent will meet with appropriate project personnel, including client, agency attorney and any sub-consultants to develop an acquisition timeline specific to each project. The land agent can be available for or facilitate team meetings as often as necessary to ensure success of the acquisitions. It is our belief that meeting with landowners early helps foster trust and understanding of the project. As soon as possible, the Horrocks land agent will request an in-person meeting with the affected landowners to discuss the project. Horrocks will create a tracking spreadsheet of landowners and utility providers to document contact information and acquisition progress. Progress reports along with the tracking spreadsheet can be provided to the client at any time.

Property research

A ROW land agent from Horrocks will perform initial assessor's records research to determine basic property owner information. Ownership and encumbrance reports can be obtained as necessary to assist with potential conflict identification. Horrocks also partners with local title companies and can



obtain a full title report on each property for identification of conflicts, deeds of trust or other title encumbrances that may need to be released to obtain title insurance. Fixed fee contracts include the cost of ownership and encumbrance and/or full title report, the estimated cost for title work under an hourly contract is approximately \$600/report.

Document preparation and presentation

Horrocks will utilize your agency's pre-approved forms of conveyance documents including Deeds, permanent and temporary easements, permissions to enter and notification of construction or activation of temporary construction easements. Upon being given notice to proceed, Horrocks will send out notification to landowners requesting in person meetings, when possible, to discuss Permission to Enter. If it is not geographically feasible to meet in person, we can mail the permission to enter and request the landowner call to discuss questions/concerns. It will be explained to the landowner via these initial discussions that discussions of monetary compensation will come later.

Valuation

Once legal descriptions for the necessary property are complete, Horrocks create a Waiver Valuation. If needed the District can choose to obtain appraisals for any and/or all properties. The Uniform Relocation Assistance and Real Property Acquisition Act (URA) allows for a land acquisition agent from Horrocks to provide your agency with waiver valuation in lieu of appraisal when the value of the acquisition is estimated to be under \$10,000. If a project has federal funding, an appraisal must be obtained and be reviewed by an independent review appraiser who is on the pre-qualified list, for verification of Fair Market Value (FMV). Horrocks can sub-contract with an approved appraiser to provide valuations for your project or we can use valuations from an appraiser who is already contracted by the agency.

Negotiation

Once FMV has been approved by the District, Horrocks will send the landowner a formal offer package. Best practice is to allow at least 30 days for a landowner to consider the offer. During this period the land agent will remain in contact and available for the landowner to ask questions that may arise from the offer, as well as respond on behalf of the agency to any counteroffer presented. If agreement has not been met after 30 days and the agencies chooses to, a final offer will be extended to the landowner, alerting them that the negotiation phase is coming to an end. If it appears that negotiations are not going well and may affect the project timeline, the land agent can suggest a possession and use agreement while monetary compensation continues to be worked out.

Closing

After obtaining executed purchase agreements and a W-9 taxpayer form, your agent can close the acquisition by presenting the landowner with payment in return for easement documents or if title insurance is necessary, will schedule a closing with the title company. Depending on the agency's policy the Horrocks agent can record the conveyance documents with the County, or they can be turned over to the agency for recording at that time. You agent will stay on board with the project as long as needed for notification or landowner questions prior to, during and post construction.



SUMMARY OF SERVICES PROVIDED BY AN ON-CALL CONTRACT

1. Permission to Enter
2. Meeting coordination and facilitation
3. Coordination of utility providers and communication between providers and project team
4. Ownership/Encumbrance information and Title Report
5. Document prep, mailing and QA/QC of all documents
6. Negotiation and landowner relationships
7. Waiver valuations, offer preparation and delivery (appraisals can be contracted through Horrocks for an additional fee as needed)
8. Closing and recording of conveyance documents

SERVICES NOT PROVIDED BY HORROCKS ON-CALL ROW LAND ACQUISITION CONTRACTS*

1. Engineering and design plans, legal descriptions
2. Project staking
3. Legal review of documents

*Engineering, SUE, design, ROW Plans and legal descriptions are available services through Horrocks



ROW ACQUISITION AND UTILITY COORDINATION

HOURLY FEE SCHEDULE

ROW PROJECT MANAGER LANDOWNERS AND UTILITIES	\$123
WAIVER VALUATION	\$500/PROPERTY
APPRAISAL (SUB CONSULTANT)	\$5000-\$6000/PROPERTY
TITLE REPORT (SUB CONSULTANT)	\$550-650/PROPERTY
EXPENSES: MILAGE, COPIES, NOTARY	AT COST

FIXED FEE SCHEDULE

SIMPLE ACQUISITION (PE, TCE ONLY) VALUATION <\$5000	NO TITLE INSURANCE, NO APPRAISAL, WAIVER VALUATION INCLUDED	\$3500/PARCEL
MODERATELY COMPLEX ACQUISITION (TCE, PE, DEED OF DEDICATION) VALUATION >\$5001 TO \$10,000	REQ APPRAISAL BUT CAN BE CLOSED W/O INSURANCE	\$5000/PARCEL
COMPLEX ACQUISITION (FEE PARCEL ACQUISITION) VALUATION >\$10,001 -\$25,000	REQ APPRAISAL AND TITLE INSURANCE	\$7500/PARCEL
HIGHLY COMPLEX – (BILLBOARD, RAILROAD, RELOCATION)	SPECIALITY ACQUISITION	\$10,000/PARCEL
UTILITY COORDINATION (SMALL)	1-4 PROVIDERS	\$3000
UTILITY COORDINATION (LARGE)	5-15 PROVIDERS	\$6000
EXPENSES: MILAGE, COPIES, NOTARY		INCLUDED
TITLE REPORT		INCLUDED
TITLE INSURANCE AND CLOSING COSTS	(SUB CONSULTANT)	TBD
APPRAISAL AND REVIEW IF NECESSARY	(SUB CONSULTANT)	TBD

COSTS NOT COVERED IN AN ROW ACQUISITION CONTRACT

1. LEGAL ASSISTANCE, REVIEW AND ADVICE RELATING TO MATTERS THAT MAY ARISE DURING NEGOTIATION
2. SURVEY OR LEGAL DESCRIPTIONS – SEPARATE CONTRACT OPTION AVAILABLE
3. ENGINEERING AND DESIGN PLANS – SEPARATE CONTRACT OPTION AVAILABLE

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

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

is an entity formed or registered under the law of Utah, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19991043825.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/31/2022 that have been posted, and by documents delivered to this office
electronically through 04/04/2022 @ 08:08:33.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 04/04/2022 @ 08:08:33 in accordance with applicable law.
This certificate is assigned Confirmation Number 13917854.



Jena Griswold

Secretary of State of the State of Colorado

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2021.

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


President

ATTEST:


Secretary

APPROVED AS TO FORM:


Attorney's Office


Special Counsel

Signature page to Resolution Amending Design Criteria

2248.0007; 1140959

2. Part 1 (Design Criteria) – Section 3 (3.03.C): In Table 3-2: Potable Water Design Flow (Urban Commercial, per 1,000 Sq. Ft. of Building Space), under the Maximum Day Demand (gpm) column and in the Irrigation row, delete “N/A” and add 24 gpm/acre, as shown below (underlined text to be added, ~~struck through~~ text to be deleted):

Table 3-2: Potable Water Design Flow (Urban Commercial, per 1,000 Sq. Ft. of Building Space)

Usage Classification	Average Day Demand (gpm)	Maximum Day Demand (gpm)	Peak Hour Demand (gpm)
Office Building or Small Business	0.14	0.21	0.60
Restaurant	0.35	0.53	1.50
Supermarket, Big Box, Dept. Store	0.14	0.21	0.60
Laundry, Dry Cleaning	0.70	1.10	2.90
Service Station (No Car Wash)	0.02	0.04	0.08
Car Wash	1.32	2.00	5.50
Hotel/Motel	0.24	0.36	1.00
Warehouse (Non-industrial)	0.07	0.11	0.30
Irrigation	N/A	<u>N/A 24 gpm/acre</u>	24 gpm/acre

3. Part 1 (Design Criteria) – Section 3 (3.09.C): Delete sentence “Permanent dead-ends in urban subdivision cul-de-sacs, longer than 300-feet, are prohibited” from subparagraph 3.09.C and add a new subsection 3.09.H which states:

- a. Permanent dead-ends on water mains shall not affect the water quality or delivery pressures of the main. The maximum allowable permanent dead-end main length depends highly on diameter of the pipe, number of services, water tank turnover time, and length of pipe. To maintain water quality turnover in water mains, the table below shall be used to determine flushing requirements for dead-end mains less than or equal to 12-inches in diameter.

Table 3-5: 20-Minute Flushing Cycles Per Month for Dead-End Water Mains

	Pipe Diameter (Inches)					
	2	4	6	8	10	12
25	0	0	0	0	0	0
50	0	0	0	0	0	0
75	0	0	0	0	0	0
100	0	0	0	0	0	0
125	0	0	0	0	0	0
150	0	0	0	0	0	0
175	0	0	0	0	0	0
200	0	0	0	0	0	0
225	0	0	0	0	0	0
250	0	0	0	0	0	1
275	0	0	0	0	0	1
300	0	0	0	0	0	2
325	0	0	0	0	0	2
350	0	0	0	0	1	2
375	0	0	0	0	1	2
400	0	0	0	0	1	3
425	0	0	0	0	1	3
450	0	0	0	0	2	3
475	0	0	0	0	2	3
500	0	0	0	0	2	3
525	0	0	0	1	2	4
550	0	0	0	1	2	4
575	0	0	0	1	2	5
600	0	0	0	1	3	5
625	0	0	0	1	3	5
650	0	0	0	1	3	5
675	0	0	0	2	3	6
700	0	0	0	2	3	6
725	0	0	0	2	4	6
750	0	0	0	2	4	6

Length of
Dead End
(Feet)

- b. Design and flushing requirements must be approved by NWCWD.
- c. Variances to this criterion may be addressed on a case-by-case basis.

4. Part 1 (Design Criteria) – Section 3 (3.19): Revise section to include a new subsection “D” that contains the following criteria regarding backflow prevention and cross connection control on all new taps:

- a. For new taps, all building plans must be submitted to NWCWD and approved prior to the issuance of water service. Building plans must show:
 - i. Water service type, size, and location.
 - ii. Meter size and location.
 - iii. Backflow Prevention Assembly size, type, and location.
 - iv. Fire sprinkler system(s) service line, size, and type of Backflow Prevention
 - v. Assembly.

- vi. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
- vii. All glycol (ethylene or propylene), or antifreeze systems, shall have an Approved reduced pressure principle backflow preventer for containment.
- viii. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
- ix. In cases where the installation of a Backflow Prevention Assembly or Method will compromise the integrity of the fire sprinkler system, the Cross-Connection Control Administrator can choose to not require the Backflow protection. NWCWD will require additional monthly water quality monitoring and testing. If NWCWD suspects water quality issues, NWCWD will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically. All costs for water quality monitoring and testing, and flushing, will be borne by the customer.

5. Part 2 (Standard Specifications) – Section 33 01 11 (3.03.B): Tablets are no longer authorized for use in NWCWD’s system. The granular method, i.e., the use of calcium hypochlorite granules is still permitted as described in Paragraph 3.03.B. Tablets are hereby prohibited due to the residuals left in the piping systems from the adhesives.

6. Part 2 (Standard Specifications) – Section 33 14 10 (2.13): Replace contents of Section 2.13 with the following reference to the Cross Connection Control Manual:

- a. All Double Check Backflow Prevention Assemblies must comply with the requirements outlined in North Weld County Water District’s Cross Connection Control Manual.
- b. For a list of approved backflow prevention assemblies, please visit:
 - i. Backflow Prevention Assemblies: <https://fccchr.usc.edu/downloads/List/list.pdf>
 - ii. ASSE Product Listings: <http://forms.iapmo.org/asse/listed/>

7. Part 1 (Design Criteria) – Section 2 (2.01.A.5): Replace “Engineer” in subparagraph 2.01.A.5 with “Manager”. Also replace “Engineer” in acceptance block with “Manager”, as shown below:

<p>CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE NWCWD DESIGN CRITERIA AND STANDARDS AND THE CONSTRUCTION DRAWINGS APPROVED BY NWCWD. NWCWD’S ACCEPTANCE OF CONSTRUCTION DRAWINGS SHALL BE VALID FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF ITS APPROVAL BELOW. NWCWD’S ACCEPTANCE SHALL NOT RELIEVE OWNER OR ITS ENGINEER FROM LIABILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES AND OWNER AND ITS ENGINEERS SHALL HOLD NWCWD HARMLESS FROM SUCH LIABILITY.</p>	
<p>ACCEPTED BY _____</p> <p style="text-align: center;">(DISTRICT MANAGER)</p>	<p>_____</p> <p style="text-align: center;">(DATE)</p>

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END OF ADDENDUM

Tech Memo: **draft**

To: Eric Reckentine, NWCWD General Manager

From: Paul Weiss, WWC

George Oamek, Headwaters Corporation

Date: April, 2022

Re: Drought Mitigation

Introduction

WWC has developed a computer simulation model to evaluate the North Weld District water supply system. The model simulates the performance of the water supply system over a 50-year period of record, using historical water supply and river flow data derived from 1970 to 2019. This 50-year period contains a wide range of hydrological conditions, most notably the 2000's drought. The model has been updated using the District's latest demand projections and water supply portfolio. During the 2000's drought, the model projects water supply shortages for the District. Under severe drought conditions, the District may need to invoke demand management strategies, such as outdoor watering restrictions. Model output has been evaluated to identify water supply metrics, and threshold values, that may suitable for use as drought mitigation triggers.

Customer characteristics of the North Weld District influence drought plan development. Most water providers in the region primarily serve residential customers who tend to use a large portion of their annual usage for landscape irrigation during the warm months, as much as 50 percent. Residential usage accounts for as much as 90 percent of total demand for many systems in the region. In contrast, traditional residential customers account for about 25 percent of North Weld's usage, with wholesale service to regional communities and commercial customers accounting for 37 percent and 38 percent of usage, respectively. The proportions are significant because these non-residential customers have little discretionary water usage to reduce. Commercial usage is dominated by dairy farms who use the water as part of their production process. Reductions in wholesale municipal usage to the towns would likely take place on the towns' side of the meter, out of the North Weld District's control. As a result, short-term measures will fall primarily upon a relatively small residential sector.

The North Weld District's residential development is rapidly growing and concentrated towards the west and south, in proximity to the larger communities of Fort Collins, Loveland, and Greeley. Residential housing types and lot sizes are similar in these border areas and its follows that some consistency in drought response measures across communities would be beneficial.

Surrounding providers define different stages of drought and implement increasingly aggressive conservation measures as the stage increase in severity. For instance, Fort Collins identifies three stages, plus a Stage 4 “worst case” scenario in which mandatory cutbacks and rationing may be implemented. Outdoor usage and conservation pricing are the main target of the drought stages, with odd-even day watering and time of day restrictions that evolve into single day watering, to no outdoor watering, as the stages progress from Stage 1 to Stage 3. The volume price of water beyond the lower tier also increases with each stage. For Fort Collins, the upper tier prices increase by 20 percent and 30 percent. These conservation measures are available to the North Weld District, although enforcement of landscape restrictions and modifying pricing methods will incrementally increase the District’s operating cost. However, the District has few enforcement options beyond fines and raising rates. Without a conservation officer or the flexibility to assign “water cops” to monitor compliance with landscape measures, pricing measures remain the most viable measure. As a result, residents will be required to self-monitor for compliance with conservation measures.

Pricing measures intended to restrict landscape and other discretionary uses will include a monthly threshold volume that, when exceeded, results in a penalty or surcharge on usage above current charges. The District currently has a monthly threshold of 6,000 gallons before volume charges are imposed. This threshold appears equally applicable to water conservation measures because it should account for indoor usage for the majority of households.

SECTION 1: DROUGHT TRIGGERS

Water Supply/Demand Background

North Weld District’s water supply portfolio consists of native water rights and Colorado-Big Thompson (C-BT) units. The majority of the native water rights are associated with share ownership in various irrigation company ditches located in the Cache la Poudre River basin. The long-term (1970-2019) average, treatable yield for the existing portfolio is 9,610 AF. About 2/3rd of the yields derive from the C-BT system. This consists of North Weld’s C-BT unit ownership, the multi-use component of its NPIC shares, and a lease agreement with Colorado State University for approximately 500 AFY. The remaining 1/3rd of its yield comes from native water rights. During extreme drought conditions coupled with a low C-BT quota, as experienced in 2000’s drought, North Weld’s water supply yield drops to 6,870 AF. A portion of the water supply is lost to system shrink, consisting of river conveyance losses, reservoir evaporation, plant production losses, and pipeline transmission losses. While the computer model explicitly represents the different losses, they may be considered to average, collectively, about 15% of the supply.

North Weld’s current annual potable demand is about 6,500 AF. Depending upon climate, and its effect on outdoor irrigation demands, the annual demand can range from 7,300 to 5,900 AFY. These values represent an “at-the-tap” demand. The delivery levels at the treatment plant will be greater, as approximately 9% of the treated supplies are lost due to production and transmission losses. Therefore, the annual average “at-the-plant” demand is about 7,100 AF. Of this amount, about 1,400 AF, on average, goes to meeting outdoor demands. This represents 20% of the total demand. For this region, the percent outdoor demand for most water providers is closer to 40%. North Weld’s outdoor component is low as a result of the relatively large commercial demand levels associated with the dairy industry.

During the 2000's drought, the model predicts that North Weld would have a water supply deficit of 1,800 AF, under current conditions for supply and demand. A second scenario was evaluated, in which the lease agreement with CSU was no longer active. Under this reduced supply scenario, the deficit during the 2000's drought increases to 4,000 AF. Chart 1 shows simulated carryover storage levels and annual supply deficits for the two scenarios.

Water Supply Metrics

North Weld evaluates its water supply each spring to assess its ability to fully meet all system demands. There are three metrics used to forecast seasonal water supply; snowpack in the Cache la Poudre basin (or NRCS streamflow forecast), projected C-BT quota, and volume of water carried over from the previous season. The metrics can be determined by North Weld prior to the irrigation season. The carryover volume is known by mid-winter, the C-BT quota declaration usually occurs in mid-April, and snowpack can be reasonably evaluated by May 1st. (April 1st and May 1st published NRCS streamflow forecast values for 1998-2019 were compared against North Weld's native water rights yields. The April 1st NRCS forecast had a weak correlation of 0.485, while the May 1st NRCS forecast had a stronger correlation of 0.725.) Therefore, by May 1st of each year, North Weld should have adequate information to evaluate the condition of their water supply and to determine whether or not irrigation restrictions will need to be activated for the coming summer.

The three metrics (snowpack, C-BT quota, and carryover storage) are tabulated for the fifty year simulation period (1970-2019) in Table 1. Included are the simulated water shortages for the current conditions scenario (Scen1). Data for the reduced supply scenario (Scen2) is presented in Table 2. After evaluating the metrics against the model results, it is recommended that "trigger" threshold for the metrics be the following:

- C-BT quota less than 80%
- Carryover Storage less than 2,400 AF
- NRCS Streamflow Forecast below average

If all three metrics fall below the threshold, then conditions dictate that the District should implement drought restrictions. These are general guidelines that can be easily translated into operational policy. But the District should continue to evaluate each water year independently based upon its unique set of circumstances and maintain the ability to implement drought restrictions as deemed necessary.

Water Supply-Drought Formula

A shortfall on the approach described above is that it doesn't provide a scaled value, useful in identifying the intensity of drought and possible system deficits. Several formulaic approaches were

evaluated to increase the precision in the annual drought prediction. It was found that an approach producing a supply to demand ratio can produce a more accurate metric for forecasting water supply deficits and their intensity. The suggested formula is:

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

Where

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

Model simulations for the 50-year period (1970 – 2019) show that the Ratio ranges from 0.84 to 1.74, and that Ratios below 1.0 correlate well with water supply deficit years (Table 1). For the reduced supply scenario, the Ratio ranges from 0.76 to 1.67. Again, ratios below 1.0 correlate well with water supply deficit years (Table 2).

In both instances, the scaled value of the ratio provides a good indicator to the severity of the drought and water supply deficit. While the water supply-drought formula appears to be superior to the more basic water supply metrics approach, the ability to develop reliable estimates of current year yields for native water supplies is dependent upon the accuracy of the NRCS stream flow forecasts. Yield estimates made prior to May 1 may not be accurate. Therefore, the water supply-drought formula should not be applied prior to the NRCS issuance of its May 1st forecast. The NRCS forecast identifies expected streamflows as a percent of average, which can be described as ranging from extremely wet to extremely dry. For each discrete increment, the District can use a multiplier to estimate the expected yield on native rights. For example, the annual average yields for the portfolio are known through either long term observation, or in most instances, through water engineering analyses as part of the water court change of use case. The average yield of the native water rights portfolio can then be multiplied by the corresponding factor associated with the NRCS forecast.








Percent of Average		native yields	
	> 150	extremely wet	150%
	130 - 150	very wet	125%
	110 - 129	wet	115%
	90 - 109	avg	100%
	70 - 89	dry	85%
	50 - 69	very dry	75%
	< 50	extremely dry	60%

Chart 1. Model Results for Current Conditions Scenario (Scen1) and Reduced Water Supply Scenario (Scen2)

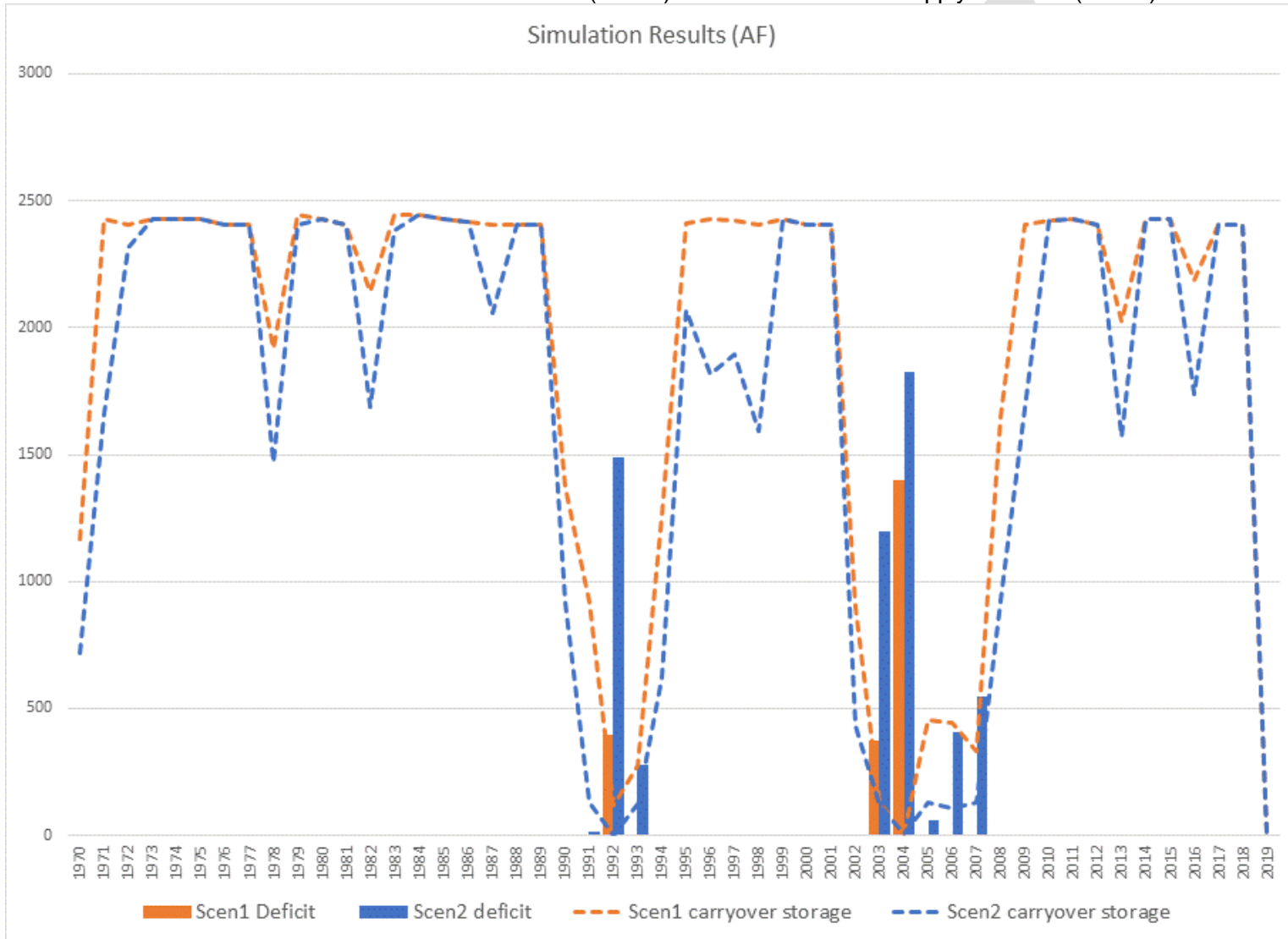


Table 1. Current Conditions Scenario (Scen1)

year	cbt quota	carryover	snowpack	Simulated Deficit	trigger	Supply to Demand Ratio
1970	0.6		1	0		
1971	0.6	1169	1	0		1.30
1972	0.8	2426	0	0		1.33
1973	0.7	2404	1	0		1.47
1974	1	2426	1	0		1.72
1975	0.8	2426	1	0		1.52
1976	1	2426	0	0		1.56
1977	1	2403	0	0		1.49
1978	0.6	2404	0	0		1.19
1979	0.6	1919	1	0		1.26
1980	0.7	2443	1	0		1.69
1981	1	2426	0	0		1.50
1982	0.6	2406	0	0		1.16
1983	0.5	2140	1	0		1.45
1984	0.7	2443	1	0		1.71
1985	0.7	2443	1	0		1.47
1986	0.7	2426	1	0		1.38
1987	0.7	2416	0	0		1.23
1988	0.8	2408	0	0		1.34
1989	1	2407	0	0		1.49
1990	0.5	2408	0	0		1.08
1991	0.6	1372	0	0	1	1.02
1992	0.6	917	0	396	1	0.98
1993	0.6	120	0	0	1	0.91
1994	0.7	273	0	0	1	0.99
1995	0.8	1259	1	0		1.25
1996	0.5	2410	1	0		1.37
1997	0.6	2426	1	0		1.25
1998	0.5	2422	1	0		1.28
1999	0.8	2406	1	0		1.58

Table 1. Continued

2000	1	2426	0	0		1.45
2001	0.9	2405	0	0		1.45
2002	0.7	2406	0	0		1.13
2003	0.5	898	0	372	1	0.88
2004	0.6	127	0	1397	1	0.84
2005	0.7	6	0	0	1	0.95
2006	0.8	455	0	0		1.08
2007	0.8	441	0	0		1.02
2008	0.8	330	0	0		1.09
2009	0.8	1647	0	0		1.22
2010	0.8	2407	1	0		1.48
2011	0.8	2422	1	0		1.74
2012	1	2426	0	0		1.46
2013	0.6	2404	0	0		1.12
2014	0.6	2022	1	0		1.42
2015	0.7	2426	1	0		1.48
2016	0.7	2426	1	0		1.28
2017	0.8	2189	1	0		1.45
2018	0.8	2408	1	0		1.34
2019	0.7	2408	1	0		1.25

Table 2. Reduced Water Supply Scenario (Scen2)

year	cbt quota	carryover	snowpack	Simulated Deficit	trigger	Supply to Plant Demand Ratio
1970	0.6		1	0		
1971	0.6	717	1	0		1.19
1972	0.8	1660	0	0		1.19
1973	0.7	2317	1	0		1.41
1974	1	2426	1	0		1.67
1975	0.8	2426	1	0		1.46
1976	1	2426	0	0		1.50
1977	1	2403	0	0		1.43
1978	0.6	2404	0	0		1.13
1979	0.6	1469	1	0		1.15
1980	0.7	2403	1	0		1.63
1981	1	2426	0	0		1.44
1982	0.6	2406	0	0		1.10
1983	0.5	1690	1	0		1.35
1984	0.7	2384	1	0		1.64
1985	0.7	2443	1	0		1.42
1986	0.7	2426	1	0		1.33
1987	0.7	2416	0	0		1.17
1988	0.8	2058	0	0		1.24
1989	1	2407	0	0		1.43
1990	0.5	2408	0	0		1.03
1991	0.6	922	0	15	1	0.91
1992	0.6	131	0	1491	1	0.83
1993	0.6	3	0	278	1	0.85
1994	0.7	126	0	0	1	0.92
1995	0.8	621	1	0		1.11
1996	0.5	2071	1	0		1.27
1997	0.6	1814	1	0		1.12
1998	0.5	1896	1	0		1.16
1999	0.8	1592	1	0		1.42

Table 2. Continued

2000	1	2426	0	0		1.39
2001	0.9	2405	0	0		1.39
2002	0.7	2406	0	0		1.08
2003	0.5	431	0	1196	1	0.76
2004	0.6	118	0	1823	1	0.78
2005	0.7	5	0	57	1	0.90
2006	0.8	131	0	407		0.98
2007	0.8	106	0	545		0.92
2008	0.8	129	0	0		1.02
2009	0.8	928	0	0		1.08
2010	0.8	1681	1	0		1.33
2011	0.8	2422	1	0		1.69
2012	1	2426	0	0		1.40
2013	0.6	2404	0	0		1.07
2014	0.6	1572	1	0		1.31
2015	0.7	2426	1	0		1.42
2016	0.7	2426	0	0		1.22
2017	0.8	1739	1	0		1.34
2018	0.8	2408	1	0		1.29
2019	0.7	2408	0	0		1.20

SECTION 2: DROUGHT ACTIONS

Water conservation to mitigate drought will focus upon residential customers' outdoor water usage. This represents the largest volume of discretionary water usage within the North Weld District and provides consistency with other regional water providers' proposed measures. These measures are contained in three stages representing increasing drought severity and are summarized in Table 1.

<i>Table 1. Proposed Measures for the NWCWD Water Shortage Action Plan</i>				
Residential customers				
	<i>Days per week outdoor watering</i>	<i>Surcharge on usage > 6,000 gal/month</i>	<i>Estimated % demand reduction in outdoor usage</i>	<i>Total reduction in annual system demand</i>
<i>Stage 1</i>	2	25% -- \$3.88/1,000 gal. goes to \$4.85/1,000 gal.	25%	260 acre-feet
<i>Stage 2</i>	1	50% -- \$5.82/1,000 gal.	50%	520 acre-feet
<i>Stage 3</i>	0	100% - \$11.64/1,000	100%	1,034 acre-feet
Non-Residential Customers				
<i>Stage 1</i>	2	NA	NA	
<i>Stage 2</i>	1	NA	NA	
<i>Stage 3</i>	0	NA	100%	400 acre-feet

Under the Stage 3 condition, there is no discretionary outdoor watering for landscaping allowed for any District customer, including non-residential customers (with possible exception for hand watering of new plantings and other exceptions yet to be developed). Also, Stage 3 proposes a surcharge of 3 times the current volume rate on usage exceeding 6,000 gallons to discourage outdoor usage.

The proposed surcharge on usage is on a monthly basis and would be in addition to the Water Allocation surcharge on total annual usage already used by the District. It should also be noted that the total estimated water use reduction is somewhat modest due to a relatively small residential sector, with savings representing less than 10 percent of total usage under Stage 1 and Stage 2 conditions, and about 20 percent under Stage 3 conditions.

Residential water usage during drought years should be monitored closely to verify reduction goals are being met. If it becomes apparent they are not, the District should reserve the option to immediately proceed to a Stage 3 level, eliminating landscape usage.

Achieving greater savings would require the District to develop conservation measures for non-residential customers, such as for the large dairies accounting for a major portion of non-residential demand. These measures are necessarily industry-specific and are currently being examined by the District as part of larger water supply and infrastructure issues.

SECTION 3: CONCLUSION AND RECOMMENDATIONS

Under Stage 3 restrictions, or no outdoor watering, the total savings of 1,434 AF annually is a hypothetical maximum. In reality some customers will continue watering despite the surcharges. Therefore, maximum annual savings will be somewhat less.

The potential for savings related to commercial use, such as dairies, is being evaluated separately under the District's policy regarding contractual allocations related to plant investment. Flow control measures being considered for drought curtailment, and the expected savings, are not included in the watering restriction evaluation.

We recommend the North Weld District incorporate the information and findings provided in this tech memo to develop an actionable drought mitigation policy. Drought triggers can be based upon the three water supply metrics (snowpack, C-BT quota, and carryover storage) and are typically known by the end of April, although it is recommended that the District employ the water supply-drought formula which is expected to provide a more precise prediction (Ratio value) of water supply deficits.

Using the water supply Ratio value as a guide, the District can enact appropriate staged drought mitigation measures, as identified in drought actions Table 1.

SECTION 4: Contract Allocations for Commercial/Dairy Use

District billing records for 2019 and 2020 were evaluated to identify over usage by commercial water users. This group consists primarily of dairy and ranching customers. Historical water use for a set of 30 dairy and ranching customers were computed and compared against actual allocations to highlight the extent of over usage. The following table identifies the actual usage, the allocated units, the available water supply based upon allocated units, and the net difference (over usage).

	Water Use (AF)	Allocated Units	Allocated Water (AF)	Over Usage (AF)	Add'l Req Units
2020	1444	473	332	1112	1588
2019	1424	472	331	1093	1561

Both years saw over usage exceed 1000 acre-feet. Dairies have managed to operate in this fashion by paying a surcharge on their water use beyond their allocation. This system has functioned as the District has had excess water supplies for several years. The excess water has been due, in part, to the annual lease of 500 AF of C-BT water from Colorado State University. Additionally, the C-BT quota has remained at 0.7 or 0.8 AF/share since 2015. In the event the CSU lease is not renewed, and/or the C-BT quota drops to drought yields of 0.5 AF/share, it is unlikely that the District would have excess water supplies to provide to the dairies. A combination of no CSU lease, low C-BT yields, and drought conditions in the Poudre Basin would most certainly result in no excess water supplies in the District.

As simulated with the water supply planning model, the District would suffer water supply deficits under a drought similar to that experienced during the early 2000's. Depending upon whether or not the CSU lease is in place, the successive years of shortfall would range from 2 to 5 years. Under those conditions, the District would be unable to provide excess water to dairies for 2 to 5 successive years.

It is recommended that the District and the dairies begin to explore alternative approaches to meeting that portion of their demand that exceeds their allocated supply. Some possible long term solutions may be:

- Acquiring additional supplies to allocate to the District
 - This could include annual rental of CBT transferred to District
 - Other supplies could be considered, but may require additional State permitting
- Entering into dry-year lease agreements for water supplies
- Developing ground water supplies

Some of these alternatives may require State permitting and water court approval, and the dairies should plan accordingly.

Modifications to the Water Allocation Surcharge

To address near term water supply concerns, updating the Water Allocation surcharge is recommended.

- The current surcharge of \$2.00 per 1,000 gallons reflects raw water price levels from about 2012 and does not provide incentive for commercial customers to acquire additional supplies to cover their excess usage beyond their allocations.
- With C-BT supply currently in the \$60-65K/per unit and native agricultural water supplies in the range of \$50 per acre-foot, a cost-based surcharge would be in the range of \$12 to \$20 per 1,000 gallons on an annual equivalent basis.
- The consensus among the Board is that a Water Allocation surcharge in the range of \$12 to \$20 per 1,000 gallons will drive many dairies out of business, which is an untenable outcome.

The surcharge will have to be high enough to provide an incentive for customers using excess water to conserve water and to seek additional supplies, without driving them out of business. Based on this, transitioning from the current levels to a cost-based level appears to be an option, with the length of this transition period remaining uncertain.

Based on the above considerations and irrespective of drought conditions, increasing the Water Allocation surcharge from \$2.00 per 1,000 gallons to \$6.00 per 1,000 gallons is a recommended near-term step, while gradually increasing the surcharge to a cost-based level within 3 to 5 years. This could be accomplished through annual increases of \$2.00 per 1,000 gallons each year until the surcharge aligns with raw water acquisition cost. This also presumes water would indeed be available for use in excess of customers' allocations. During the interim time frame, the District and dairies can work towards a long-term, more reliable, and lower cost solution that might involve leasing of C-BT supplies and/or local native supplies to cover the excess usage, possible groundwater supplies, and conservation measures.

Under the current Water Allocation surcharge of \$2.00/1,000 gallons and current Plant Investment surcharge of \$3.85/\$1,000 gallons, the commercial user exceeding their allocations pays \$10.00/1,000 gallons (\$4.15 base rate + \$2.00 Water Allocation surcharge + \$3.85 Plant Investment surcharge). With a \$6.00 Water Allocation surcharge, their total excess use cost increases to \$14.00 (\$12.00), effectively a 40% increase in cost for the excess usage.

The recommended Water Allocation surcharge would apply to all commercial customers in the system prior to 2021. Those joining the system in 2021 and later are already required to pay a cost-based Water Allocation surcharge of \$18.51 per 1,000 gallons, based on the current cost of C-BT supply.

Water Allocation Surcharge and Drought Stages

It is currently assumed that the Commercial Water Allocation surcharge would not vary by drought condition.

SECTION 5: Proposed Surcharge Policy

As described in the previous section many commercial users has seen significant over usage in recent years, relying upon available District supplies to provide water beyond their allocation. This arrangement may no longer be sustainable for the District, especially under drought conditions and resultant loss of system yield. We have recommended that the surcharge rates be increased to better

reflect the true value of the water supplies being provided, and to promote commercial users to explore options for acquiring additional supplies.

Under drought declarations, the District will allow customers to convey short term (annual) water supplies to the District, thus increasing their allocation and reducing the amount of water assessed the surcharge rate. Customers will independently secure rental water at their own negotiated price. The C-BT water will then be conveyed to the District via a CD4 transfer card as executed by the Northern Colorado Water Conservancy District (Northern). Any fees related to the transfer will be the responsibility of the customer. For example, Northern's Rule 11 imposes a fee for water transferred from an agricultural entity to a municipal water provider. Depending on the source of agricultural C-BT water, this rate will range from approximately \$39 per acre-foot to \$68 per acre-foot.

As part of this program, water rented independently by customers would need to be conveyed to the District no later than October 31st of each year.

RESOLUTION NO. 20220411-01

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

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

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

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

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

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

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

WHEREAS, Williams and Weiss recommended a formula for determining on an annual basis whether drought conditions exist in the District; and

WHEREAS, the Board desires to adopt a policy allowing for flow restrictions and use of additional water resources in drought situations; and

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

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

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

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

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

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

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

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

ADOPTED THIS 11TH DAY OF APRIL, 2022.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

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

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

COMMERCIAL DROUGHT POLICY

I. Commercial Drought Policy: The District hereby establishes that in the event of a drought, as may be determined by the Board pursuant to this policy (the “Drought”), the District may flow control commercial users to their actual purchased water allocations under any applicable water service or other water delivery agreement between the District and the customer (the “Water Restrictions”).

II. Declaration of Drought: The Board shall have the authority to declare the stage of Drought and the duration during which the Water Restrictions shall apply. In order to determine whether a Drought exists the Board will make a water supply declaration on or before May 1st of each year. Determination of water supply will be guided by the proposed water supply formula:

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

Where

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

The Board will declare the water supply as either Adequate or Drought, for a water supply ratio equal to or less than 1.

III. Under Allocated Commercial Users: In the event of a Drought, commercial customers who are flow controlled due to under allocation shall be permitted to bring additional water resources to the District in order to continue receiving water service from the District. During a Drought, in addition to any additional water dedications proposed pursuant to the District’s rules and regulations or water dedication policies, commercial users shall be permitted to make use of groundwater sources to supplement supply, or to dedicate owned or leased water to the District, in order to continue receiving service from the District. Any owned or leased water proposed to be dedicated to the District during a Drought must be NPIC or CBT.

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

RESOLUTION NO. 20220411-02

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

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

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

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

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

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

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

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

WHEREAS, the Board desires to adopt a policy including certain residential watering restrictions in drought situations; and

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

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

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

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

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

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

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

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

ADOPTED THIS 11TH DAY OF APRIL, 2022.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

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

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

RESIDENTIAL DROUGHT POLICY

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

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

Where

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

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

Stage 1 Drought: (1 to 0.9)

Stage 2 Drought: (0.89 to 0.8)

Stage 3 Drought: (less than 0.8)

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

**EXHIBIT A
RESIDENTIAL WATERING RESTRICTIONS**

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

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

RESOLUTION NO. 20220411-03

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

ADOPTING AN AMENDED TAP SALE CRITERIA POLICY

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

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

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

WHEREAS, on February 14, 2022, the Board adopted Resolution 20220214-01: Resolution Concerning Moratorium and Establishing a Tap Sale Criteria Policy (the “Original Tap Sale Policy”); and

WHEREAS, pursuant to the Original Tap Sale Policy, after the District is able to complete construction of critical infrastructure the Board shall establish a maximum number of tap and plant investment sales it will sell; and

WHEREAS, in March 2022, the District completed repairs on its Line 1 and realized additional water transmission capacity; and

WHEREAS, the District recognizes that it has entered into water service agreements and water dedication agreements with developers and property owners and that those developers and property owners have relied, and are relying, on the District to fulfill its commitments to serve under those water service agreements and water dedication agreements; and

WHEREAS, the Board desires to establish an amended tap sale criteria policy (the “Amended Tap Sale Criteria Policy”); and

WHEREAS, the Board finds that the adoption of this Amended Tap Sale Criteria Policy is in the best interest of the public health, safety, and welfare of the District.

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

1. Adoption. The Board hereby adopts the Amended Tap Sale Criteria Policy, attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Amended Tap Sale Criteria Policy.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Amended Tap Sale Criteria Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Effective Date. This Resolution and the Amended Tap Sale Criteria Policy shall be effective immediately and shall remain in full force and effect until such time as such it is repealed or amended by the Board.
5. Severability. If any term or provision of this Resolution of the Amended Tap Sale Criteria Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Amended Tap Sale Criteria Policy as a whole but shall be severed from the Amended Tap Sale Criteria Policy, leaving the remaining terms or provisions in full force and effect.

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

ADOPTED THIS 11TH DAY OF APRIL, 2022.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Establishing an Amended Tap Sale Criteria Policy

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

AMENDED TAP SALE CRITERIA POLICY

- I. **Amended Tap Sale Criteria Policy:** The District’s policy (the “Policy”) is to allow those persons or property owners currently in need of water taps and plant investments from the District to be able to purchase the necessary water taps and plant investments at the time they are needed, but not sooner. The District does not intend to reserve or pre-sell water taps and plant investments. Therefore, the District hereby establishes that in order to be eligible to purchase a tap and plant investment from the District the following criteria must be met:
- a. The property to be served by the water tap and plant investment is subject to a current “Water Service Agreement”;
 - b. All requirements of the Water Service Agreement with respect to the property to be served by the water tap have been completed and accepted by the District;
 - c. All water required to dedicated to the District has been dedicated and accepted by the District;
 - d. The person or property owner seeking a water tap and plant investment must own the deed to the property to be served by the water tap and plant investment; and
 - e. The person or property owner seeking the water tap and plant investment must be concurrently seeking a building permit from the appropriate jurisdiction.
- II. **Limitation on Tap Sales:** In furtherance of the District’s need to preserve the health, safety, and welfare of its and its customers, and to ensure that the District’s water system has sufficient capacity to meet the demands of its customers, the District’s policy is to control the number of water tap and plant investments it sells in each year.
- a. The District shall allow the sale of water taps and plant investments that are committed under water service agreements in effect as of the date of adoption of this Policy, or under water service agreements entered into with developers or property owners who have already dedicated water to the District pursuant to any water dedication agreements in effect as of the date of adoption of this Policy.
 - b. The District Manager, in consultation with District Staff and consultants, shall be responsible for monitoring the sale of taps and the District’s water system capacity in order to ensure that the sale of taps will not have an adverse impact on the District’s water system or its customers.
 - c. The District Manager shall report to the Board of Directors at each regular meeting of the Board of Directors the total number of water taps and plant investments sold during

the previous month, and the total number of water taps and plant investments sold year to date.

- III. **Variance:** Any person or property owner seeking a variance from this policy shall make such request in writing establishing the basis for the request, and such request shall be presented to the Board of Directors at its next regular meeting for consideration. Only the Board of Directors shall have the authority to approve a variance.

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

**SECOND AMENDMENT
TO
AMENDED AND RESTATED
WATER SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED WATER SERVICE AGREEMENT (the “**Second Amendment**”) is entered into this __ day of April, 2022, by and between the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and the TOWN OF SEVERANCE, COLORADO, acting through its Water Activity Enterprise (the “**Town**”), collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, on March 5, 2019, the Parties entered into an *Amended and Restated Water Service Agreement* (the “**Agreement**”) setting forth, inter alia, their understanding with regard to the provision of facilities and water necessary for the Town to provide water service to its customers; and

WHEREAS, on October 25, 2021, the Parties executed that certain First Amendment to the Agreement in furtherance of the installation of an additional master meter (“**Master Meter #2**”) and reallocation of Plant Investment Taps between the existing Master Meter # 1 and Master Meter # 2 for the Town’s system to meet the growing needs of the Town; and

WHEREAS, on March 14, 2022, the Town requested to purchase 100 additional Plant Investment Taps from the District in order to avoid system pressure issues and to meet the Town’s currently approved development; and

WHEREAS, Board of Directors of the District (the “**Board**”) approved a request from the Town to purchase 100 additional Plant Investment Taps, subject to approval of a second amendment to the Agreement, in order to allow the Town to meet its current committed demand; and

WHEREAS, the District and the Town desire to enter into this Second Amendment to amend, modify, and alter certain provisions of the Agreement to provide for the Town’s purchase of 100 additional Plant Investment Taps.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements hereinafter set forth, it is agreed by and between the Parties as follows:

TERMS AND CONDITIONS

1. **PURCHASE OF ADDITIONAL PLANT INVESTMENTS.** The Town desires to purchase 100 additional Plant Investment Taps from the District (the “**Additional PIs**”). The District agrees to sell to the Town the Additional PIs in accordance with the schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Additional PI**”).

Schedule”), and in accordance with the rates schedule set forth in **Exhibit B**, attached hereto and incorporated by this reference.

2. TOWN EXCEEDING PURCHASED FLOW. The Parties agree that the Town shall not under any circumstances exceed its maximum demand flow (MDF) as set forth in **Exhibit A** for the total Plant Investment Taps purchased by the Town.

3. AGREEMENT TO AMEND AND RESTATE THE AGREEMENT. The Parties recognize and agree that the terms set forth in the Agreement are outdated and need to be updated. As such, the Parties agree that they shall cooperate in good faith to amend and restate the Agreement. The Parties further agree that the District shall not sell any additional Plant Investment Taps beyond the Additional PIs set forth herein unless and until the amended and restated Agreement is executed by the Parties.

4. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

5. COUNTERPART EXECUTION. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date dated above.

DISTRICT:

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

TOWN:
TOWN OF SEVERANCE, acting by and through its
Water Activity Enterprise

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, Town Clerk

EXHIBIT A
Additional PI Schedule

SUMMARY OF AGREEMENT TERMS

Water Parameter	Value
Plant Investment Tap Summary	
Current Plant Investment Taps (CSPIT)	940
Additional Plant Investment Taps to be Purchased (ASPIT)	100
Total Plant Investment Taps to be Purchased (TSPIT) ¹	1,040
Delivery Summary	
Maximum Annual Delivery Volume (Maximum ADV) ²	237 MG
Maximum Delivery Flow (MDF) ³	1,040 GPM
Maximum Delivery Flow at MM#1 (MDF at MM#1) ⁴	355 GPM±
Delivery Pressure Range at MM#1 ⁵	50 – 100 PSI
Maximum Delivery Flow at MM#2 (MDF at MM#2) ⁶	1,040 GPM
Delivery Pressure Range at MM#2 ⁷	80 – 130 PSI
Maximum Simultaneous Delivery Flow at MM#1 + MM#2	1,040 GPM
Minimum Annual Delivery Volume⁸	
2019 Average Annual Demand	186 MG
2020 Average Annual Demand	235 MG
2021 Average Annual Demand	245 MG
Minimum Annual Delivery Volume (Minimum ADV)	200 MG
Minimum Town Storage Requirement ⁹	1.52 MG±

¹ TSPIT=CSPIT+ASPIT; 940 + 100 = 1,040

² Maximum ADV = (TSPIT) (SPIT, MG); (1,040) (0.228 MG) = 237 MG

³ MDF = (TSPIT) (SPIT, GPM); (1,040) (1 GPM) = 1,040 GPM

⁴ MDF at MM#1 = (MDF) - (MDF at MM#2); 1,040 – 685 = 355 GPM

⁵ Pressure range is based on NWCWD's hydraulic model.

⁶ MDF at MM#2 is 1,040 GPM, the full amount. The Town requested 685 GPM or approximately 60 percent of the total. This amount, up to the total, is acceptable to North Weld.

⁷ Pressure range is based on NWCWD's hydraulic model.

⁸ Minimum ADV = (0.90) (2019 AAV +2020 AAV +2021 AAV)/3; (0.9) (186+235+245)/3 = 200

The average annual volume for each year is determined from North Weld SCADA data. Numbers included are for demonstrative purposes only based upon 2021 and will be adjusted as necessary, when triggered, to reflect 90% of the average of the prior three years of average annual usage as measured at the Delivery Point.

⁹ Information stated in the "Purchase Plan and Distribution" provided by the Town of Severance, subject to review and acceptance by North Weld. The Minimum Town Storage Requirement will be met with the construction of an additional water storage tank.

**EXHIBIT B
INITIAL TOWN FEES AND CHARGES**

Initial Usage Charge and Plant Investment Fees:

The Initial District and Town Usage Charges will apply until an adjustment is made and adopted by North Weld Board as set forth in Section 9 of this Agreement. The Plant Investment Fees are one-time fees applicable to this Agreement only and are to be paid by the Town within 30 days of the Effective Date of this Agreement. The District and Town Usage Charges and Plant Investment Fees are as follows:

USAGE CHARGES AND PLANT INVESTMENT FEES FOR THIS AGREEMENT

Charge	Value
District Unit Fee Definitions	
Initial District Usage Charge, subject to change annually	\$4.15 per 1,000 gallons
District Base Fee	\$17,650.00 per ASPIT
District Distance Fee	\$300 per mile per ASPIT with minimum of 5 miles (\$1,500 per ASPIT)
Wholesale Discount Rate	75%
Town Unit Fee Definitions with Wholesale Discount Rate applied	
Initial Town Usage Charge, subject to change annually	\$3.11 per 1,000 gallons
Town Base Fee	\$13,237.50 per ASPIT
Town Distance Fee	\$225 per ASPIT per mile with minimum of 5 miles (\$1,125 per ASPIT)
Summary of Plant Investment Fees for this Agreement	
Total Miles to MM#2 ¹⁰	7 Miles
Base Fee ¹¹	\$1,323,750
Distance Fee ¹²	\$157,500
Total Plant Investment Fees (TPIF) ¹³	\$1,481,250

The Base Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional filter plant capacity, storage facilities and transmission lines which deliver water to the Tank 1 Facilities of North Weld.

The Distance Portion of the Plant Investment Fee is determined primarily from the estimated costs for constructing additional service facilities to deliver water from the Tank 1 Facilities located at the intersection of Colorado State Highways 257 & 14 to the customer. This portion of the Plant

¹⁰ All fees are applied to MM#2. There are a total of 7 miles from Tank 1 to MM#2 which is greater than the minimum requirement of 5 miles, therefore the Distance Fee is based on 7 miles. See Exhibit E for map of mileage.

¹¹ Base Fee = (Town Base Fee) (ASPIT); (\$13,237.50) (100) = \$1,323,750

¹² Distance Fee = (Total Miles) (Town Distance Fee) (ASPIT); (7) (225) (100) = \$157,500

¹³ TPIF = Base Fee + Distance Fee; \$712,500 + \$157,500 = \$1,481,250

Investment Fee is calculated for the customer with a proportional relationship to the distance from the customer's meter location to the Tank 1 Facilities.

On Wed, Mar 16, 2022 at 12:48 PM Eric Reckentine <ericr@nwcwd.org> wrote:

Adrian

Discussed your proposal high level at the end of the board meeting – if you could draft a letter or email describing the proposal I can bring it to the April board meeting as a variance request

Eric

Adrian Please see responses below – reflect our discussion from our March meeting

From: Adrian Diepersloot <adrian.capstone@gmail.com>

Sent: Friday, April 1, 2022 11:53 AM

To: Eric Reckentine <ericr@nwcwd.org>

Subject: Re: Plant Investment Discussion

Eric, I am proposing to the board that they allow me to purchase the 1/4 share of WSSC and go through the process of the dry up/dedication to North Weld Water District. I am also proposing that the North Weld Water District allow me to purchase the Plant Investment my facility requires to get whole. I am proposing this with the agreement that I do not need any additional water above what I have been using this past year.

The board needs to approve a water dedication agreement that will be used to develop a revised WSA reflecting your allocation adjusted for the ¼ dry year yield associated with a ¼ share WSSC dedication

1. The additional water provided cannot be guaranteed to be delivered to your site until the flow control program initiated by the district is implemented
2. The additional water dedicated does not allow or entitle the property to additional flow rates or total annual max volumes

When I started Wolf Creek Dairy, coming from California and what we're dealing with on water law out there, I could not wrap my mind around the fact that dairymen did not have to own all their water up front. For that reason, when Ken Lind proposed that I buy two of his

shares to dedicate to you guys I countered that I wanted to own 100% of my water up front. I bought three shares and got full dedication for them which at the time was supposed to be 100%. Our dairy is using slightly over our initial projection but not by much. The reason for this is that we are giving more milk/cow/day than we initially figured. We give approximately 100 lbs. per cow per day but we were figuring we'd be closer to 85-90 lbs milk/cow/day. I can confidently say we are going to stay put at our current water usage as Dairy Farmers of America(DFA) has put a production cap on its producers. We can not ship more milk. In fact, we are now breeding about half our animals to Jersey to produce higher components(higher butter fat/protein concentrate in the milk) with less fluid gallons of milk overall. This will keep us within our water usage and within our production cap at DFA. I am seeking to bring NWWD more water without using any additional water. In all of our engineering through AgPro and with my insistence on owning 100% of my water I honestly have no idea how we are so short on Plant Investment. This is very frustrating to me. I thought I would for sure have the PI to go along with the water I dedicated. As I got the dairy operating and realized how short we were on PI, I was OK in the fact that I could vest in it over time much like we do with vesting into the infrastructure of our dairy CO-OP DFA. This was a familiar process to me and made sense. Seeing now that I can no longer invest in the existing infrastructure and into your future plans doesn't make sense in my mind.

At this time I cannot recommend that board accept the additional PI. The current site is utilizing more flow than the two inch meter purchased by the owner allows. The site is currently exceeding its flow rates by utilizing booster pumps, the additional PI's will allow for use above the flow rates allowed by a two inch meter. The corrective action would be to purchase a larger meter as discussed in 2018/19 however there is currently a mort. on this activity across the District. In addition, policies need to be developed and potentially approved by board that standardizes commercial sector flow rates and max annual usages prior to allowing the sale of PI's to sure up flow rates and annual usages for the individual commercial sites.

I am offering to pay for the additional PI required for my operation with the agreement that I will not use more than the water I have been using. I think what I am proposing is fair in that I am bringing money and water to North Weld without using any additional water. I would love to hear your thoughts. Give me a call anytime. Adrian Diepersloot 559-908-1935

I have this variance request on the board agenda for April 11 - let me know if you would like to have this remain on the agenda or remove, but as we discussed at our meeting I cannot recommend the purchase of additional PI's

Eric

Adrian J. Diepersloot



Cell: 559 908 1935 Office: 559 664 0940 Fax: 559 664 0949

Joe and Darla Woodman
2120 Pelican Farm road
Windsor, Colorado, 80550
970-672-6939 joewoodman@live.com

North Weld County Water District
NWCWD Board Members CO Jared Rauch
32825 CR 39
Lucerne, Colorado, 80646
970-356-3020 water@nwcwd.org

Dear Board Members,

I am writing to request a variance review for our proposed accessory dwelling unit (ADU) project on a property located at 33766 Cliff Road, Windsor Colorado, 80550. The property resides in an unincorporated area of the city of Windsor in the Antelope Hills subdivision, lot #5-1, northeast of the intersection of county roads 23 and 70 per RES19-0009 and is 2 acres in size.

Recently, my son and his family bought this property and it was our intention to buy a big enough property to build an auxiliary dwelling unit (ADU) for my wife and I to have an affordable home that we can live in for our retirement. Our arrangement would include an ownership agreement between our son and us after we secured a building permit for the build. After the sale of our current home and our savings, we should be able to accumulate the funds necessary to build a home out of pocket if we are careful and hold to our budget.

Another reason we made this plan is I was diagnosed with stage four pancreatic cancer in December of 2019. I have undergone an aggressive treatment plan of chemotherapy and two major surgeries to remove tumors on my liver and pancreas. My last hospitalization was three weeks ago to deal with infection complications but because of major breakthroughs in medicine, this diagnosis no longer is a death sentence and I have a reasonable chance of a good outcome. However, there is a strong possibility of significant health problems in the future. Our highest priority and a crucial component is that our son and daughter-in-law be protected from any negative consequences related to their proposing this joint venture. It is our deepest desire to proceed with a sound plan for our situation. I am happy to provide documentation of my medical situation if necessary.

In the process of buying Joseph's home, we started to learn about some of the potential roadblocks we were going to face in pursuing our plan. First, the property is zoned Agricultural and the Weld County Department of Planning Services (WCDPS) informed us that we would have to complete a "Use By Special Review" procedure (USR) before they could issue a building permit as the addition of a separate ADU to a property in an AG zone is not considered a regular use of the property. The USR is a fairly involved process but most of the requests are manageable. However, the main requirement is proof of obtaining a water source for the ADU.

Of the several options open to us for our project, we intend to build a separate building as apposed to an addition to the existing house because an addition would be the most complicated and expensive option. Most of the property is steeply sloped and the existing house has a walkout basement foundation that is built into the slope. With engineering, excavation, moving the utilities, and concrete, the cost of any design would exceed \$500,000. That is more than we would like to spend even if you consider that we wouldn't have to purchase a tap. Our plan was to purchase a pre engineered design from an online retailer that we could build on a simple slab foundation, on a flat area of the lot for about \$300,000.

This is where we learned that NWCWD would require us to buy a full tap for the separate building at a cost of \$80,000 even though there is already a tap on the property. The explanation I got was, in the past, builders would take advantage of water connections to existing taps by subdividing their properties and make multiple connections to a single tap. Initially, we thought that this expense was excessive for our situation for four reasons.

First, because of the shape, location, access and slope of the property, it cannot be subdivided further which eliminates any future use abuses of the existing tap. Second, if we decided to attach our construction to the existing house, water considerations and tap requirements become moot. Third, research I have done in various water districts in surrounding areas such as Fort Collins indicate that compound tap connections are common practice in at least two of the agencies that returned my phone calls for customers who are not subdividing their property and who build a qualifying ADU. Forth, the water for our ADU will eventually return to the aquifer through our septic system.

We also learned of the tap moratorium and was advised by Jared Rauch that we could be issued a waiver to pursue a well permit with the Colorado Division of Water Resources (CDWR). That application was denied because RES19-0009 was approved through a subdivision process, an exempt well permit cannot be issued for the resulting lot. Also, Weld County Planning has informed us that our property sits above an aquifer that is not recharged in any way and well owners in the area have to deepen their wells periodically.

Our rejection letter from CDWR informed us that the NWCWD moratorium had been lifted and that our property was in the area where the lifting applied. I believe that the information regarding the lifting of the moratorium was poorly rolled out and very poorly understood even amongst the staff at NWCWD. It wasn't clear initially after speaking to different staff members how many taps were being sold, and what a "Water Service Agreement" meant. It wasn't until I was able to speak with Eric Reckentine that we were informed that we did not qualify under any circumstances and could not be sold a tap.

I have invested a lot of resources in trying to get our project off the ground and I do realize that NWCWD is operating under difficult circumstances and with scarce resources. I also understand that access to water resources need to be tightly controlled. We are not asking for special treatment, just a fair and reasonable assessment of the impact our two person ADU project will have on the system. As I said before, if this were an addition, the water

requirements would be exactly the same with none of the cost. Our property cannot be subdivided further which eliminates any future abuse of a compound connection. I can appreciate that your situation requires you to be diligent and fair to all your customers needs but I can't help the feeling that our 3500 to 4000 gallons a month is going to over tax the system. Especially when you consider that most of that will go back into the water table.

In closing, my wife and I ask that the Board consider my petition for a compound tap connection or some other remedy that will allow our project to move forward. I'm sure I would qualify for a medical hardship connection but a temporary mobile home solution does not fit our circumstances. If you can offer another solution that will allow us a family friendly "age in place" opportunity that fits with our plans, we would be grateful for any suggestions.

Thank you for your time and consideration,

Joe and Darla Woodman

North Weld County Water District
Board of Directors

We are an elderly couple (with medical issues) on 5 acres and would like to add an additional house for our daughter to come live here to take care of us. David has been on disability for a while and is requiring more help than just what Lee Ann can do. Our daughter is a registered nurse and would be able to help us out.

But we understand that there are no new taps available, and you are not accepting the application forms for them.

We talked to the Weld County Planning office, and he suggested we check with you to see if we can somehow tie into the existing tap since you do not have any available or we would be requesting a tap if you did. If you look at the usage (See Attached current water bill) we use around half of our water because we have an irrigation well that we use for our garden, lawn and pasture. The address is 33681 County Road 13, Windsor, CO 80550. I hope this will let you look up any other information you might need.

We would be willing to purchase a 50% tap now and tie into it later when it comes available for the second house. But if we could request permission to tie into the current tap until such time, we would greatly appreciate it. That way we could get our permit from Weld County Planning to go forward with building.

We would appreciate knowing if there is any way to work through this. We need proof that we can get water to get the permit for the house. We are open to suggestions.

We have been on this property for almost 30 years with quality service from you and would like to stay here on this property.

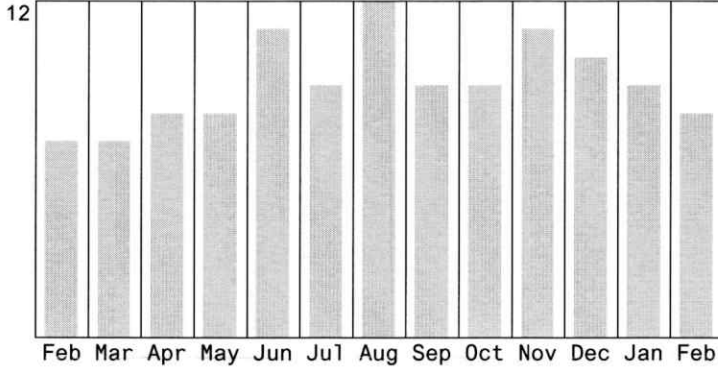
We appreciate any help you can give us in this matter.

David and Lee Ann Heldt
970-691-7532



NORTH WELD COUNTY WATER DISTRICT
 P.O. BOX 56
 32825 CR 39
 LUCERNE, CO 80646
 PHONE: (970) 356-3020 • FAX: (970) 395-0997 • E-MAIL: water@nwcwd.org

ACCOUNT NUMBER	NAME AND SERVICE ADDRESS	BILLING PERIOD
2187000	DAVID R. HELDT 33681 CR 13 WINDSOR, CO 80550	01/19/2022-02/18/2022



Water Class P (KGal)
 70 % of 1.000 Acre Foot 228
 Transferred Water 0
 Allocation Adjustment 0
 Less YTD Usage 38
 Remaining Water Allocation 190

Plant Investment Class
 70 % of 1.000 Acre Foot 228
 70 % of 1 AF (Grandfathered) 228
 Less YTD Usage 38
 Remaining PI Allocation 418

	Prev. Read	Curr. Read	Usage	Unit	Amount
02/04/2022 Previous Balance					34.92
02/18/2022 Payment -					-34.92
02/18/2022 Standard - Full	2759	2767	8	kgal	33.20
Current Amount					33.20
Total Amount Due					33.20

DETACH HERE



NORTH WELD COUNTY WATER DISTRICT
 P.O. BOX 56
 LUCERNE, CO 80646
 PHONE: (970) 356-3020 • FAX: (970) 395-0997 • E-MAIL: water@nwcwd.org

Any payment received after the 15th of the month may not show on this billing. Please note that all accounts are due by the 15th of the month. Return this stub with your payment

Thank you.

ACCOUNT NUMBER	SERVICE ADDRESS	AMOUNT DUE BY: 03/15/2022	AMOUNT PAID
2187000	33681 CR 13 WINDSOR, CO 80550	\$33.20	

*****AUTO**SCH 5-DIGIT 80501

DAVID R. HELDT
 33681 COUNTY ROAD 13
 WINDSOR CO 80550-3000

3 > 980

NORTH WELD COUNTY WATER DISTRICT
 P.O. BOX 778
 Gretna, NE 68028-0778

002187000002187000000003320

Resolution No. 20220411-04

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

**SECOND AMENDMENT TO THE AMENDED AND RESTATED RESOLUTION
CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES, AND
CHARGES FOR WATER SERVICES AND FACILITIES**

WHEREAS, North Weld County Water District (the “**District**”) was formed pursuant to §§32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by and Order and Decree of the District Court for Weld County, Colorado; and

WHEREAS, pursuant to the §32-1-1001(1)(j)(I), the District is authorized to fix and impose fees, rates, tolls, penalties, and charges for services or facilities furnished by the District; and

WHEREAS, the District adopted Resolution No. 20201214-08: Concerning the Imposition of Various Fees, Rates, Penalties, and charges for Water Services and Facilities, as amended (the “**Fee Resolution**”); and

WHEREAS, the Fee Resolution provides that the Fee Schedule or Schedule of Fees and Charges set forth in Exhibit A of the Agreement may be amended and/or repealed; and

WHEREAS, the Board of Directors of the District desires to amend the Fee Schedule.

NOW, THEREFORE, be it resolved by the Board as follows:

1. SECOND AMENDMENT. The Board of Directors hereby adopts the Second Amendment to the Amended and Restated Resolution Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities, attached hereto and incorporated herein as Exhibit A (the “**Amendment**”), which hereby establishes the rates to be charged and imposed by the District.

2. EFFECTIVE DATE. This Resolution and the Addendum shall become effective as of April 1, 2022.

ADOPTED this 11th day of April, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

*Signature page to Second Amendment to the Amended and Restated Resolution Concerning the
Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities*

EXHIBIT A

SCHEDULE OF FEES AND CHARGES

Adopted and Approved

April 11, 2022

Effective April 1, 2022

RAW WATER FEE \$ 58,000.00

PLANT INVESTMENT FEE \$ 17,650.00

The Plant Investment Fee is a one-time contribution per single-family equivalent unit (the "EQR") required of new Property Owners (or existing Property Owners requesting a change of use) to be used for capital investment in regional facilities and capital investment in transmission facilities. Regional and transmission facilities shall include, but are not limited to, transmission and distribution water pipelines and appurtenances, water treatment facility, water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system.

Fees for the following tap sizes will be calculated at the stated equivalent unit values multiplied by the Plant Investment Fee amount stated above:

¾" Size	1 EQR
1" Size	2 EQR
1½" Size	16 EQR
2" Size	20 EQR
Larger than 2" Size	As Determined by District

DISTANCE FEE AKA MILEAGE CHARGE \$300.00 per mile with minimum charge of \$1,500.00

The Distance Fee is calculated along County roads starting at the main tank site which is located at Highway 257 and Highway 14. This is for the line extension.

METER INSTALLATION FEE WITHOUT EXISTING CURB STOP Current Cost to District

METER INSTALLATION FEE WITH EXISTING CURB STOP \$ 1,850.00

SUBDIVISION SPECIFIC FEES

Soaring Eagle Ranch Line Extension Fee \$ 750.00

Saddler PUD Non-Potable Tap Fee \$ 3,000.00

Wildwing Non-Potable Tap Fee \$ 5,000.00

The Raw Water Fees, Plant Investment Fees, Distance Fees, Meter Installation Fees Without Existing Curb Stop, Meter Installation Fee with Existing Curb Stop and Subdivision Specific Fees shall all be due and owing prior to the issuance of any building permit or the installation of a water meter, whichever occurs first.

MONTHLY POTABLE WATER SERVICE CHARGES

Base Rate (0 - 6,000 gals.)	\$ 24.90 flat rate
6,001 + gallons	\$ 4.15 per 1,000 gals.

MONTHLY NON-POTABLE WATER SERVICE CHARGES

1,000 + gallons	\$ 1.50 per 1,000 gals.
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ALLOCATION SURCHARGE

\$ 6.00 per 1,000 gals.

Allocation surcharge is assessed when an account’s year to date usage exceeds the water allocation amount, which equals the water class (as shown on the monthly bill) x 70% of one acre foot. *NOTE: Allocation Surcharge fees cannot be used to purchase additional water allocations from the District.*

PLANT INVESTMENT SURCHARGE

Plant Investment Surcharge is assessed when an account’s year to date usage exceeds the plant investment allocation, which equals the plant investment class (as shown on the monthly bill) x 70% of one acre foot. *NOTE: Plant Investment Surcharge fees cannot be used to purchase additional Plant Investments from the District.*

Tier 1: 0 to 456,000 gals above Plant Investment Allocation \$3.95 per 1,000 gals.

The Monthly Potable Water Service Charges, Monthly Non-Potable Water Service Charges, Allocation Surcharge and Plant Investment Surcharge are due and owing by the fifteenth (15th) day of the month following the month in which billed.

COMMITMENT LETTER FEE

\$ 10.00 Per Lot

For all Lots which an “intent to provide service” is denoted in a commitment letter to provide water services. Payment of the Commitment Letter Fee is due and owing at the time of application for water services.

WATER SERVICE APPLICATION REVIEW FEE

\$40.00 Per Lot

For multiple Lots in the same water service application, the maximum fee \$800.00. Payment of the Water Service Application Review Fee is due and owing at the time of application for water services.

DEVELOPMENT REVIEW COST REIMBURSEMENT

Pursuant to Resolution No.

20201214-04 Adopting a Development Review Cost Reimbursement Policy, as may be amended from time to time.

REVIEW AND INSPECTION FEES

Current Cost to District

For subcontractor costs, inspection, flushing, and testing of waterlines, backflow prevention devices, and appurtenances. Payment of the Review and Inspection Fees is due and owing prior to commencement of construction.

SUPPLEMENTAL FEE Cost to District for acquisition of easements. Payment of the Supplemental Fee is due and owing at time of Water Service Agreement Reimbursement for costs, fees and expenses for acquisition of easements.

<u>SHUT OFF FEES</u>	\$	10.00 First Occurrence
	\$	25.00 Second Occurrence
	\$	50.00 Third and Subsequent Occurrences

Shut Off Fees are due upon cancellation and shall be paid, in full, prior to Turn On of water services.

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE \$ 17.37 per 1,000 gals.
All construction water must be metered using a District provided meter and backflow assembly.

CONSTRUCTION METER FEES

Meter Rental Deposit	\$	1,100.00 (refundable)
Weekly Fee	\$	25.00 per week

FILL STATION FEE

Fill Station Rental Deposit	\$	1,100.00 (refundable)
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The Meter Rental Deposit and Fill Station Deposit are due and owing at time of rental and may be refundable.

The Construction Water Fee and Weekly Fee are due and owing within 30 days of the issuance of the bill.

TRANSFER PAYMENT \$ 25.00/occurrence

The Transfer Payment is due and owing upon transfer of account from one responsible party and/or account holder to another.

PENALTY FEES / FINES:

INSTALLATION OF ANY NON-METERED DEVICE \$ 2,000.00/occurrence

Installation of any device (i.e., “jumper”) to allow for circumvention of the District’s monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee.

UNAUTHORIZED TAMPERING WITH DISTRICT SYSTEMS OR METERS \$2,000.00/incident

Plus actual cost of damage, expense and loss.

UNAUTHORIZED CONNECTION FEE \$ 500.00/day until corrected

Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

REPAIR OF BROKEN OR DAMAGED WATER METERS, METER PITS AND CURB STOP BOXES

100%¹ Plus any management and attorneys' fees and costs incurred for collections.

All Penalty Fees and/or Fines are due and owing within 30 days of receipt of the notice of fee or fine. Such Penalty Fees and/or Fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

PAYMENTS: Payment for each fee shall be made payable to North Weld County Water District and sent to the following address for receipt by the due date, as identified herein:

North Weld County Water District
P.O. Box 56
Lucerne, Colorado 80646

¹ A) If a Property Owner damages or breaks their water meter, the Property Owner shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes.

B) The District will notify the Property Owner of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Property Owner will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, interest fees may be added.

- 9. Action: Consider Approval of Amendment to Knox Pit Purchase and Sale Agreement (Separate and Confidential) (enclosure)**

- 10. 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 proposed amendment to Knox Pit Purchase and Sale Agreement**



Jason Simmons

Senior Managing Director
Public Finance

April 5, 2022

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

Dear Mr. Reckentine:

On behalf of Hilltop Securities Inc. (“Hilltop Securities”), we appreciate the opportunity to serve as Municipal Advisor to North Weld County Water District (the “Issuer” or the “District”). This letter will confirm the basic terms of our engagement and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

Hilltop Securities will serve as Municipal Advisor to the Issuer. In this capacity, based on our professional experience and the information made available to us by the Issuer, Hilltop Securities agrees to perform the following services:

Financial Planning. At the direction of Issuer, Hilltop Securities shall:

1. Review Current Financial Policies and Guidelines. Work with the District to review existing policies and provide input as to any changes that could enhance existing policies or make recommendations as to what additional policies could be put in place to ensure regulatory compliance with existing debt obligations and maximize credit ratings. This will include providing the District with high level summaries of typical policy thresholds and operating levels that we see for our other utility clients.
2. Advise on Cash Flow Model. HilltopSecurities will work with the District’s utility rate consultant to prepare or advise on a short-term cash flow model that incorporates expenditure projections based on District input and also includes current and projected debt schedules based on identified capital needs and timing.
3. Recommendations for New Debt Instruments or Refinancing of Existing Debt Instruments. On the basis of the information developed by the financial planning described above, and other information provided by the Issuer, submit to the Issuer recommendations regarding the issuance and timing of new Debt Instruments or refinancing of Existing Debt Instruments, including evaluation of all potential financing structures including negotiated sale, competitive sale, or direct bank loan.
4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, including economic data, which

might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

Debt Management and Financial Implementation. At the direction of Issuer, HilltopSecurities shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a. If the Debt Instruments are to be executed as a direct bank loan with a commercial lender, HilltopSecurities will:
 - 1) Assist in the development and distribution of an RFP to commercial banking institutions; and
 - 2) Assist in the review and evaluation of lending proposals.
 - b. If the Debt Instruments are to be sold by a competitive sale, HilltopSecurities will:
 - 1) Supervise the sale of the municipal securities;
 - 2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
 - 3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - 4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - 5) Obtain CUSIP numbers on behalf of the Issuer.
 - c. If the Debt Instruments are to be sold by negotiated sale, HilltopSecurities will:
 - 1) Assist the Issuer in selecting one or more investment banking firms to act as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
 - 2) HilltopSecurities will coordinate the sale of the Debt Instruments to the selected managing underwriter and will assist the Issuer in the review and preparation of a bond purchase contract, an underwriter's agreement, or other comparable documents.
 - 3) Provide a cost comparison for transaction costs and for the interest rates which are suggested by the underwriters, to the then current market.
 - 4) Advise the Issuer as to the fairness of the price offered by the underwriters.
 - d. If the Debt Instruments are to be executed as a direct loan with the Colorado Water Resources and Power Development Authority, HilltopSecurities will:
 - 1) Assist in the application process; and
 - 2) Assist in the development and execution of loan documents.

2. Offering Documents. Coordinate with Bond and Disclosure Counsel to prepare any Official Statement as needed and such other documents as may be required and submit all such documents to the Issuer for examination, approval, and certification. After such examination, approval and certification, Hilltop Securities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to all parties as needed per the method of sale.
3. Credit Ratings. If necessary, make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, Hilltop Securities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.
4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives, or committees as requested at all times when Hilltop Securities may be of assistance or service and the subject of financing is to be discussed.
8. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
9. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale, and issuance of the Debt Instruments.
10. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
11. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
12. Elections. In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to the language below, on December 31, 2024 (the “Termination Date”). This Agreement can be renewed on the Termination Date for two additional (1) year periods upon mutual agreement between Hilltop Securities and the Issuer.

This Agreement may be terminated with or without cause by the Issuer or Hilltop Securities upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop Securities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, Hilltop Securities shall receive fees as outlined in Appendix A. In any event regardless of the cause of action, Hilltop Securities’ total liability (including loss and expense) to the Issuer in the aggregate shall not exceed the gross amount of fees received by Hilltop Securities pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop Securities and the Issuer, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

Hilltop Securities is providing its Municipal Advisor Disclosure Statement (the “Disclosure Statement”), current as of the date of this Agreement, setting forth disclosures by Hilltop Securities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how Hilltop Securities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop Securities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning via email.

Sincerely,



Jason Simmons
Senior Managing Director

**North Weld County Water District
Agreed and Accepted:**

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX A COMPENSATION

This Appendix A sets out the form and basis of compensation to Hilltop Securities for the Municipal Advisory Services provided under this Agreement; provided that the compensation arrangements set forth in this Appendix A shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services.

Consulting Services Fee Guidelines

For Financial Planning services of a consulting nature are requested by the District which are not related to a financing executed by the District, an hourly billing rate will be charged as follows ("Consulting Services"):

Senior Managing Director	\$350
Senior Vice President	\$250
Vice President	\$250
Assistant Vice President	\$200
Analyst/Associate	\$175

Invoices for Consulting Services shall be submitted monthly, and shall include a breakdown of tasks, hours, and other allowable charges. **No invoices for Consulting Services will be submitted unless previously authorized by the District.**

Transaction Fee Guidelines

Transaction fees for a District-issued financing are payable on a contingent basis and will only be paid by the District upon a successful issuance and closing. For issuances of publicly offered securities through a negotiated or competitive sale, HilltopSecurities proposes a fee of \$1.50 per \$1,000 of par, with a minimum fee of \$35,000 and a maximum fee of \$60,000. For bank loan, private placement transactions, or loans executed with the Colorado Water Resources and Power Development Authority the fee will be \$30,000.

APPENDIX A
MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned

affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential

investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

VII. Additional Conflicts Disclosures.

The Firm has not identified any additional potential or actual material conflicts of interest that require disclosure on behalf of the Firm.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA-Clients-Brochure](#).

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Northern Colorado Water Project (Northwest Weld Infrastructure Plan)

PREPARED BY

Eric McCarty – Front Range Land & Water Consulting
Real Estate Specialist Representing Platte Land & Water, LLC
&
Grant Tupper
Representing Select Energy's Water Infrastructure Division

Introduction of Project Developers

Platte Land & Water, LLC

By way of background, Platte Land & Water, LLC (“PLW”) is an operating portfolio company of Resource Land Holdings, LLC (“RLH”), a natural resource and real estate focused private equity firm based in Denver, Colorado which has been in existence since 1998. Since founding, RLH has raised approximately US\$860 million of equity capital commitments to invest in the mining, forestry, agricultural, energy, water, and environmental sectors throughout the U.S and Canada.

PLW was formed in June 2018 to acquire operating water assets in the Mountain West. Since inception, PLW has deployed \$75 million, through numerous acquisitions in Colorado.

Select Energy

Select Energy Services Inc. engages in the provision of water management and chemical solutions. It operates through the following business segments: Water Services, Oilfield Chemicals, Water Infrastructure and Industrial and Municipal Water Services. The Water Services segment consists of services businesses, including water transfer, flowback and well testing, fluids hauling, water containment and water network automation, primarily serving E&P companies. The Oilfield Chemicals segment develops, manufactures and provides a full suite of chemicals utilized in hydraulic fracturing, stimulation, cementing and well completions, The Water Infrastructure segment provides water sourcing, recycling, gathering, transferring and disposal of water. The Industrial and Municipal Water Services segment builds, owns and operates water treatment facilities, pumping stations and pipelines for customers in the industrial and municipal markets. The company was founded on November 21, 2016 and is headquartered in Houston, TX. The listed name for (NYSE:WTTR) is Select Energy Services, Inc.

Project Overview

The primary objective of the project is to develop infrastructure capable of treating and delivering water resources in Northwest Weld County. Project will consist of the following:

- 1) Development of a water treatment facility and conveyance infrastructure capable of connecting to existing water systems in the area.
 - a) Facility would be tailored to need of water providers.
 - i) Direct treatment of local irrigation sources or development of a well field augmented by local irrigation sources would be explored as options.
 - b) Developers would work with water providers to design and build new infrastructure capable of connecting to existing distribution systems.
 - i) Water providers would own and administer all constructed facilities and infrastructure.
 - ii) Any upsizing of water providers current infrastructure to be able to accommodate additional capacity could also be included in the project.
- 2) Project would be structured in a way where the Developers would front all development costs and would be paid back in water credits that would then be sold back to land developers/builders within the water service area.
 - a) Water credits would be backed by water owned by water providers or water dedicated by the Developers.
 - i) Water credits would only be administered in a way that assured there would sufficient deliverable water to serve the end user of the water credits.
 - b) Benefits of the project to the water providers are:
 - i) No large bonds are needed to pay for the project.
 - ii) The water providers would be able to use native water rights that have historically been used on lands being developed over to serve the local developments.
 - iii) The increased value of the native water rights by making them potable sources will essentially be used to pay for the project.
 - iv) Land developers/builders will be paying for the project over time by purchasing the water credits.
 - v) The water credit system assures that the water rights are kept within the system.
 - vi) This would allow for the water providers to accept additional native water rights for dedication, assuring sources for future water demands.

- 3) Project Developers would also be able to acquire additional water resources and develop additional infrastructure, capable of increasing available water sources for the water providers to meet long term planning goals.

YOU'RE INVITED
COLORADO
MEMBER MEETING

For members located in North Weld County Water District

DoubleTree by Hilton at Lincoln Park
919 7th St.
Greeley, Colorado

APRIL 26 | 12 P.M.

Members will receive an update from NWCWD as well as information regarding the well permitting process.

Lunch will be provided

Please RSVP to Lisa Lawley at
llawley@dfamilk.com by Tues., April 19



WATER LEASE AGREEMENT

THIS WATER LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of April, 2022, by and between EAST LARIMER COUNTY WATER DISTRICT, a Colorado Title 32 Water District (“Lessor”) and NORTH WELD COUNTY WATER DISTRICT, a Colorado Title 32 Water District (hereinafter referred to as “Lessee”).

R E C I T A L S

A. Pursuant to contracts therefor, Lessor owns certain shares (“shares”) of water in the North Poudre Irrigation Company (NPIC), and hereinafter referred to as “NPIC MU.”

B. Lessee desires to lease 400 acre-feet of NPIC MU water from Lessor for the purpose of using the water derived from such shares, and Lessor is willing to lease such 400 acre-feet of NPIC MU to Lessee for the 2022 water year upon the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee the equivalent of 400 acre-feet of NPIC MU water (the “shares”) which are owned by and allotted to Lessor. Lessor will transfer the equivalent of 400 acre-feet of NPIC MU to the Lessee’s C-BT account at the Soldier Canyon Water Treatment Plant (Soldier Canyon) for the benefit of the Lessee. Lessee shall pay a per acre-foot lease rate for the total amount of 400 acre-feet per period calculated by the annual NPIC assessments for 2022 divided by the annual allocation for the NPIC Shares. The 2022 assessments were \$180 per share with an allocation of ____ acre-feet per share set by the NPIC’s Board of Directors. Accordingly, the 2022 lease rate is \$180/____ or \$____ per acre-foot.

The total lease amount payable from Lessee to Lessor shall be \$____ per acre-foot, for a total payment of Sixteen Thousand Dollars (\$_____) for the water year ending October 31, 2022. Such Lease payment shall be due and paid no later than 30 days after the date that NCWCD issues its written notice that the 400 acre-feet has been credited to Lessee’s C-BT account at the Soldier Canyon Water Treatment Plant and is available for delivery to Lessee in this water year.

Lessee shall pay Rule 11 transfer fees imposed by NCWCD to effectuate this Lease. In 2022, the Rule 11 fee is \$____ per acre-foot. The total Rule 11 fee amount payable from Lessee to NCWCD shall be a total payment of Twenty-seven Thousand Two Hundred Dollars (\$_____) for the water year ending October 31, 2022. Such Rule 11 payment shall be due and paid no later than 30 days after the date that NCWCD issues its invoice after the end of the water year ending October 31, 2022.

3. Lessor shall timely execute the required “CD-4” transfer card and any additional documents that are required by NCWCD to effectuate the lease of the shares to Lessee for the water year of this Lease and in accordance with the terms of this Lease.

4. This Lease shall commence on the date of execution hereof and shall terminate on October 31, 2022. Lessor shall retain and have the full right and use of any carryover water which may be available under the shares leased from Lessor to Lessee.

5. Lessee shall be responsible at its expense for making beneficial use of the NPIC MU water derived from the shares within the current boundaries of the Northern Colorado Water Conservancy District and shall at all times comply with all NCWCD policies and regulations concerning the shares and use of water therefrom. Lessee acknowledges and shall comply with the limitations regarding the use of water derived from the shares as they pertain to Well Development, as set forth in the rules presently existing and in any amendments or supplements to such rules hereafter issued by NCWCD.

6. Lessee certifies to Lessor that the beneficial use of the water derived from the shares shall be limited to municipal uses. Lessee further certifies to Lessor that said beneficial use of water derived from the shares shall occur in or on:

a. North Weld County Water District service area.

8. Lessor represents that it has full right, power and authority to lease the shares to Lessee as provided in this Lease and to carry out Lessor's obligations under this Lease. Lessee represents that it has full right, power and authority to lease the shares from Lessor as provided in this Lease and to carry out Lessee's obligations under this Lease.

9. All notices, demands, or other documents required or desired to be given, made, or sent to either party under this Lease shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered, sent by facsimile transmission, or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

East Larimer County Water District
232 South Link Lane
Fort Collins, CO 80524

TO LESSEE:

North Weld County Water District
32825 WCR 39, PO Box 56
Lucerne, CO 80646

The addresses for notices may be changed by written notice given to the other party as provided above.

8. In the event Lessee breaches any term of this Lease and such breach is not cured within fifteen (15) days of written notice by Lessor, then Lessor at its option may terminate this Lease or pursue an action for specific performance or damages, or both. Lessor's remedies shall be cumulative and shall survive any termination of this Lease. In the event of any dispute or litigation arising under the terms of this Lease to secure or enforce its rights, or in the event of nonperformance by Lessee of any obligation under this Lease, the Lessor, if it prevails in such dispute, shall be entitled, in addition to other damages or costs, to receive from Lessee court costs and reasonable attorneys' fees.

9. This Lease constitutes the entire agreement between the parties. It supersedes any prior agreements or understandings. No amendment or modification of this Lease shall be of any force or effect unless in writing and executed by the parties hereto with the same formality as this Lease.

10. Neither Lessor nor Lessee has used a broker or agent in this lease transaction. Each party shall be solely responsible for any claims of commission arising through such party and shall indemnify the other

party from such claims. This Lease is not intended and shall not be construed to create any debt or multiple fiscal-year obligation of the Lessor.

11. This lease shall not be recorded by either party in the land records of the office of any clerk and recorder.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate original counterparts the day and the year first above written.

LESSOR:

LESSEE:

By: _____
General Manager

By: _____
Title: District Manager

Attest:

Attest:

By: _____

By: _____