



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

[WWW.NWCWD.ORG](http://WWW.NWCWD.ORG) • EMAIL: [WATER@NWCWD.ORG](mailto:WATER@NWCWD.ORG)

September 25, 2020

Alberto Perea-Natera  
35909 CR 49  
Eaton, CO 80615

### **Subject: Water Service Request, Perea-Natera Property, Request for 2 Lot Recorded Exemption**

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Alberto Perea-Natera shall be referred to herein as the "Developer".

### **In order to support you with obtaining water service, you should understand the following:**

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, the District may refuse to supply water to the Property. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the residential use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the Developer recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the "Policy"), which is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a recorded exemption for the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a recorded exemption, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter, and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within the 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.
10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter



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11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment. The District's current surcharge rate is \$2.00 per 1,000 gallons in addition to the standard monthly usage fee. Surcharge fees are assessed to recover the District's costs in obtaining additional water rights for delivery.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

\_\_\_\_\_  
Title: \_\_\_\_\_, Board of Directors

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



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## Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

Alberto Perea Natera

By: Alberto Perea Natera

10-02-20

Date



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### EXHIBIT A

**Lot A, Recorded Exemption No. 0803-1-2-RE-2879 recorded February 2, 2001 at Reception No. 2823404, being a part of the North Half of Section 1, Township 6 North, Range 65 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.**

(Street Address: 35909 County Road 49, Eaton, Colorado)

Weld County Parcel Number: 080301000086

# Exhibit B

## NORTH WELD COUNTY WATER DISTRICT

### AMENDED AND RESTATED WATER DEDICATION POLICY

#### I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

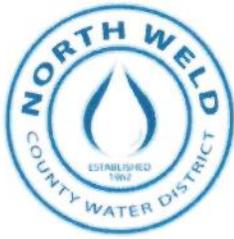
## **II. General Requirements for all Water Rights Dedications**

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

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

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

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



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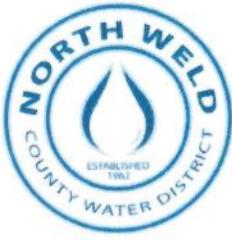
## EXHIBIT C

**Table No. 1 – Tap Options and Requirements**

|  | Raw Water | Plant Investment   | Distance Fee  | Meter Set Fee | Water Allocation (Annually) | Plant Investment Allocation (Annually) |
|--|-----------|--|---|---------------|-----------------------------|--|
| <b>Full Standard Tap</b>   | 100%      | 100%   | 100%  | 100%          | 228,000 Gallons             | 228,000 Gallons                        |
| Lot Size greater than 0.33 Acres (14,375 sq. ft)   |           |  |   |               |                             |  |
| <b>75% Tap</b>   | 75%       | 75%  | 75%   | 100%          | 171,000 Gallons             | 171,000 Gallons                        |
| Restrictions   |           | Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use  |   |               |                             |  |
| <b>50% Tap</b>   | 50%       | 50%  | 50%   | 100%          | 114,000 Gallons             | 114,000 Gallons                        |
| Restrictions   |           | Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise  |   |               |                             |  |
| <b>Conservation Blue Tap</b>   | 100%      | \$0 Initially – Plant Investment Surcharge will apply  | \$0 Initially – Plant Investment Surcharge will apply | 100%          | 228,000 Gallons*            | 0 Gallons                              |
| Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.   |           |  |   |               |                             |  |
| Restrictions   |           | <p>Only applicable to: 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023.</p> <p>If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment)</p> <p>*Gallons may vary depending on qualifying combination</p> |   |               |                             |  |
| A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation) |           |  |   |               |                             |  |
| Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.   |           |  |   |               |                             |  |

**Table No. 2 – District Tap Fees**

| TAP FEES (Assumed for Full Standard Tap)   |          | INSTALLATION COST                      |         |
|--|----------|--|---------|
| Raw Water for One Acre-Foot Unit (AFU)<br>Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See nwcwd.org for current fee.  | \$58,000 | Meter Set Fee                          | \$6,500 |
| Base Portion of Plant Investment Fee   | \$9,500  |  |         |
| Distance Portion of Plant Investment Fee (19 miles)  | \$5,700  |  |         |
| <b>TOTAL Up-Front COSTS PER TAP</b>  |          | <b>\$79,700.00 Full Standard Tap</b>   |         |
| <p>See Table 1 for Options and/or Restrictions;<br/>           Cost will exclude Line Extension Fee, Line Reimbursement Fee, &amp; Supplemental Fee if Applicable unless otherwise stated.<br/>           See Paragraph 15 for Details</p>                       |          |  |         |
| Price is valid for ten (10) business days from receiving this Letter.  |          |  |         |
| Minimum Pressure   |          | 20 psi                                 |         |
| Normal Pressure Range  |          | 20 psi to 30 psi **LOW PRESSURE AREA** |         |
| Maximum Pressure   |          | 100 psi                                |         |
| <p><b>This request is in a Low-Pressure Zone with pressures ranging from 20 psi to 30 psi. Pressures below 45 psi are considered inadequate for household use. The owner will be responsible for providing an internal pressure system for the property.</b></p> |          |  |         |



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**Table No. 3 - Usage Rates and Fees**

| Usage Amount         | Charge or Rate Per Month        |
|----------------------|---------------------------------|
| 0 to 6,000 gallons   | \$22.38 Minimum                 |
| 6,000 gallons and up | \$3.73 per 1,000 gallons (Kgal) |

**Table No. 4 – Plant Investment Surcharge Rates**

|  |                          |
|--|--------------------------|
| 0 to 456,000 gallons above the Plant Investment Allotment      | \$3.95 per 1,000 gallons |
| More than 456,000 gallons above the Plant Investment Allotment | \$1.95 per 1,000 gallons |



Legend

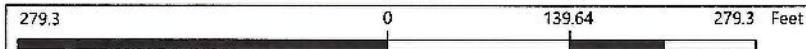
- Parcels
- Highway
- County Boundary

Proposed Lot B, 35909 CR 49, is served by existing meter number 2031

North Weld County Water District water service is available, according to the terms of this letter, to:

Proposed Lot A, also known as approximately 35879 CR 49.

1: 1,676



Notes



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September 24, 2020

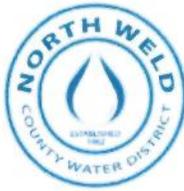
Dustin J. and Sandra L. Winter  
41555 CR 33  
Ault, CO 80610

**Subject: Water Service Request, Winter Property, Request for 2 Lot Recorded Exemption**

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Sincerely,

\_\_\_\_\_  
Title: \_\_\_\_\_, Board of Directors

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



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### Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

Dustin J. Winter

By: 

10-1-2020

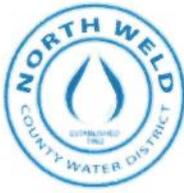
Date

Sandra L. Winter

By: 

10-1-20

Date



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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### EXHIBIT A

**Lot C, Recorded Exemption No. 0707-03-1 1AMRECX19-00-2631, according to the plat recorded December 18, 2019, at Reception No. 4551476, being a part of the Northeast ¼ of Section 3, Township 7 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.**

(Street Address: Approx. 41555 CR 33, Ault, Colorado)

Weld County Parcel Number: 070703100002

# Exhibit B

## NORTH WELD COUNTY WATER DISTRICT

### AMENDED AND RESTATED WATER DEDICATION POLICY

#### I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

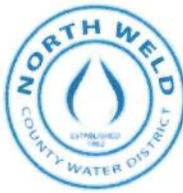
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A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination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

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

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

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



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

**Table No. 1 – Tap Options and Requirements**

|  | Raw Water | Plant Investment   | Distance Fee  | Meter Set Fee |  | Water Allocation (Annually) | Plant Investment Allocation (Annually) |
|--|-----------|--|---|---------------|--|-----------------------------|--|
| <b>Full Standard Tap</b>   | 100%      | 100%   | 100%  | 100%          |  | 228,000 Gallons             | 228,000 Gallons                        |
| Lot Size greater than 0.33 Acres (14,375 sq. ft)   |           |  |   |               |  |                             |  |
| <b>75% Tap</b>   | 75%       | 75%  | 75%   | 100%          |  | 171,000 Gallons             | 171,000 Gallons                        |
| Restrictions   |           | Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use  |   |               |  |                             |  |
| <b>50% Tap</b>   | 50%       | 50%  | 50%   | 100%          |  | 114,000 Gallons             | 114,000 Gallons                        |
| Restrictions   |           | Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise  |   |               |  |                             |  |
| <b>Conservation Blue Tap</b>   | 100%      | \$0 Initially – Plant Investment Surcharge will apply  | \$0 Initially – Plant Investment Surcharge will apply | 100%          |  | 228,000 Gallons*            | 0 Gallons                              |
| Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.   |           |  |   |               |  |                             |  |
| Restrictions   |           | <p>Only applicable to: 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023.</p> <p>If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment)</p> <p>*Gallons may vary depending on qualifying combination</p> |   |               |  |                             |  |
| A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation) |           |  |   |               |  |                             |  |
| Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.   |           |  |   |               |  |                             |  |

**Table No. 2 – District Tap Fees**

| TAP FEES (Assumed for Full Standard Tap)  |          | INSTALLATION COST                    |         |
|---|----------|--------------------------------------|---------|
| Raw Water for One Acre-Foot Unit (AFU)<br>Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See <a href="http://nwcwd.org">nwcwd.org</a> for current fee.        | \$58,000 | Meter Set Fee                        | \$6,700 |
| Base Portion of Plant Investment Fee  | \$9,500  |                                      |         |
| Distance Portion of Plant Investment Fee (9 miles)  | \$2,700  |                                      |         |
| <b>TOTAL Up-Front COSTS PER TAP</b>   |          | <b>\$76,900.00 Full Standard Tap</b> |         |
| <p><b>See Table 1 for Options and/or Restrictions;</b><br/> <b>Cost will exclude Line Extension Fee, Line Reimbursement Fee, &amp; Supplemental Fee if Applicable unless otherwise stated.</b><br/> <b>See Paragraph 15 for Details</b></p> |          |                                      |         |
| Price is valid for ten (10) business days from receiving this Letter.   |          |                                      |         |
| Minimum Pressure  |          | 30 psi                               |         |
| Normal Pressure Range   |          | 70 psi to 80 psi                     |         |
| Maximum Pressure  |          | 125 psi                              |         |



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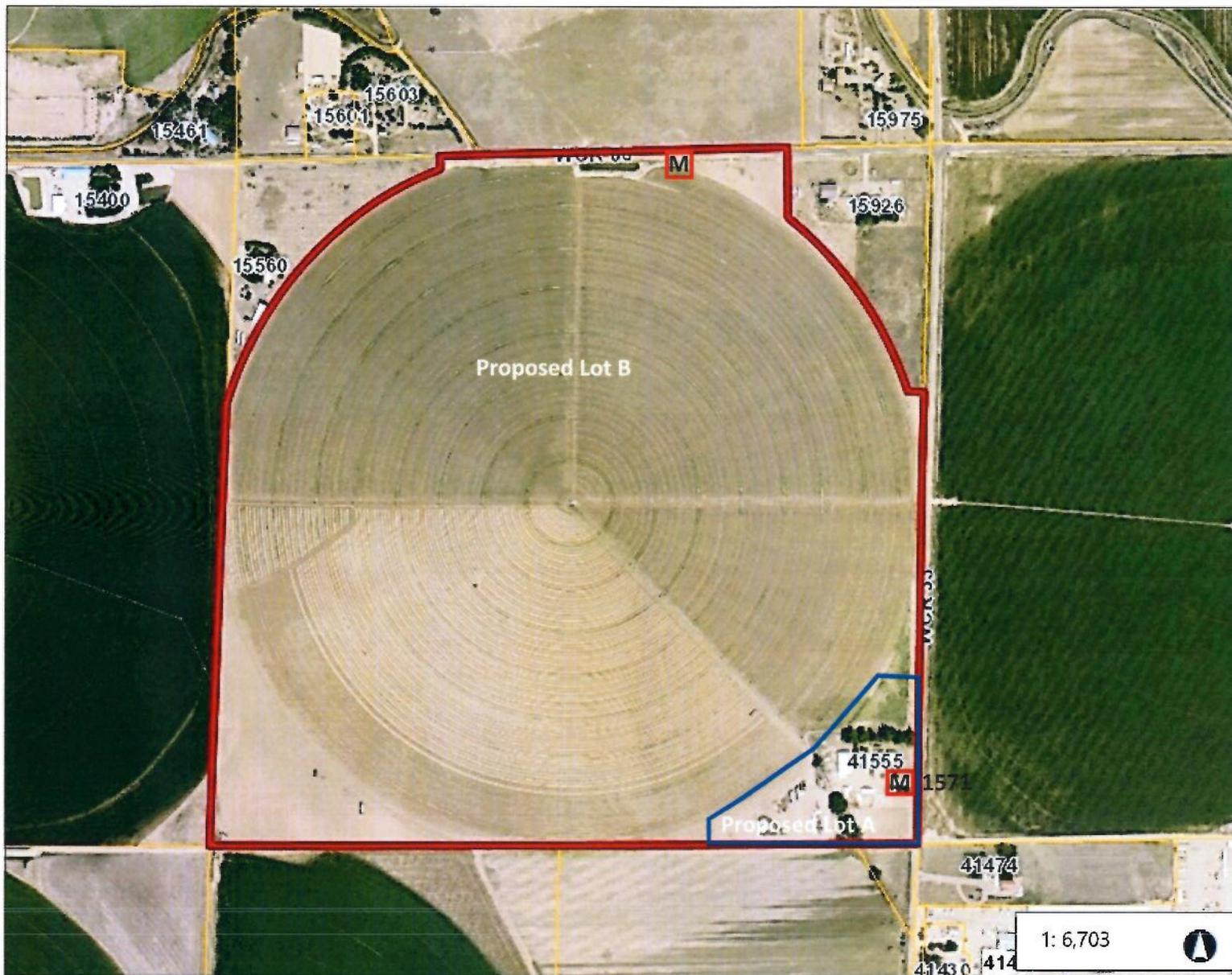
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**Table No. 3 - Usage Rates and Fees**

| Usage Amount         | Charge or Rate Per Month        |
|----------------------|---------------------------------|
| 0 to 6,000 gallons   | \$22.38 Minimum                 |
| 6,000 gallons and up | \$3.73 per 1,000 gallons (Kgal) |

**Table No. 4 - Plant Investment Surcharge Rates**

|  |                          |
|--|--------------------------|
| 0 to 456,000 gallons above the Plant Investment Allotment      | \$3.95 per 1,000 gallons |
| More than 456,000 gallons above the Plant Investment Allotment | \$1.95 per 1,000 gallons |



Legend

- Parcels
- Highway
- County Boundary

Proposed Lot A, 41555 CR 33, is served by existing meter number 1571

North Weld County Water District water service is available, according to the terms of this letter, to:

Proposed Lot B, also known as approximately 15758 CR 86.

1: 6,703



1,117.1 0 558.56 1,117.1 Feet

Notes



## NORTH WELD COUNTY WATER DISTRICT

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September 25, 2020

David D. and Terri I. Yetter  
20226 CR 80  
Ault, CO 80610

AgProfessionals C/O Shannon Toomey  
3050 67<sup>th</sup> Avenue  
Greeley, CO 80634

**Subject: Water Service Request, Yetter Property, Request for 2 Lot Recorded Exemption**

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). David D. and Terri I. Yetter, collectively, shall be referred to herein as the "Developer".

**In order to support you with obtaining water service, you should understand the following:**

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, the District may refuse to supply water to the Property. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and a copy of **this Letter**, which **Letter** must be **acknowledged** by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the residential use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the Developer recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy"), which is attached hereto as **Exhibit B**.
6. In no event shall Developer **apply** for a recorded exemption for the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a recorded exemption, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter, and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within the 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.
10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter



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set. The District requires 45 days advanced notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 98% of the purchase price paid by the Developer. If the meter remains unset for 13 to 18 months after the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 90% of the purchase price paid by Developer. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**

- 11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
- 12. Water Surcharge. Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment. The District's current surcharge rate is \$2.00 per 1,000 gallons in addition to the standard monthly usage fee. Surcharge fees are assessed to recover the District's costs in obtaining additional water rights for delivery.
- 13. Rate Differential Charge. Effective November 1, 2015, the District no longer accepts water transfers.
- 14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
- 15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

\_\_\_\_\_  
Title: \_\_\_\_\_, Board of Directors

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



## NORTH WELD COUNTY WATER DISTRICT

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The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

David D. Yetter

By: *David D. Yetter*

Terri I. Yetter

By: *Terri I. Yetter*

*9/30/2020*  
Date

*9/30/2020*  
Date



## NORTH WELD COUNTY WATER DISTRICT

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### EXHIBIT A

**Part of the Northwest Quarter of Section 21, Township 7 North, Range 65 West of the 6<sup>th</sup> P.M.,  
County of Weld, State of Colorado.**

(Street Address: 20226 Weld County Road 80, Ault, Colorado)

Weld County Parcel Number: 070921000003

# Exhibit B

## NORTH WELD COUNTY WATER DISTRICT

### AMENDED AND RESTATED WATER DEDICATION POLICY

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## EXHIBIT C

**Table No. 1 – Tap Options and Requirements**

|  | Raw Water | Plant Investment   | Distance Fee  | Meter Set Fee | Water Allocation (Annually) | Plant Investment Allocation (Annually) |
|--|-----------|--|---|---------------|-----------------------------|--|
| <b>Full Standard Tap</b>   | 100%      | 100%   | 100%  | 100%          | 228,000 Gallons             | 228,000 Gallons                        |
| Lot Size greater than 0.33 Acres (14,375 sq. ft)   |           |  |   |               |                             |  |
| <b>75% Tap</b>   | 75%       | 75%  | 75%   | 100%          | 171,000 Gallons             | 171,000 Gallons                        |
| Restrictions   |           | Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use  |   |               |                             |  |
| <b>50% Tap</b>   | 50%       | 50%  | 50%   | 100%          | 114,000 Gallons             | 114,000 Gallons                        |
| Restrictions   |           | Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise  |   |               |                             |  |
| <b>Conservation Blue Tap</b>   | 100%      | \$0 Initially – Plant Investment Surcharge will apply  | \$0 Initially – Plant Investment Surcharge will apply | 100%          | 228,000 Gallons*            | 0 Gallons                              |
| Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.   |           |  |   |               |                             |  |
| Restrictions   |           | <p>Only applicable to: 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023.</p> <p>If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment)</p> <p>*Gallons may vary depending on qualifying combination</p> |   |               |                             |  |
| A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation) |           |  |   |               |                             |  |
| Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.   |           |  |   |               |                             |  |

**Table No. 2 – District Tap Fees**

| TAP FEES (Assumed for Full Standard Tap)   | INSTALLATION COST                         |
|--|---|
| Raw Water for One Acre-Foot Unit (AFU)<br>Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See nwcwd.org for current fee.  | Meter Set Fee     \$6,900                 |
| Base Portion of Plant Investment Fee   | \$9,500                                   |
| Distance Portion of Plant Investment Fee (13 miles)  | \$3,900                                   |
| <b>TOTAL Up-Front COSTS PER TAP</b>  | <b>\$78,300.00 Full Standard Tap</b>      |
| See Table 1 for Options and/or Restrictions;<br>Cost will exclude Line Extension Fee, Line Reimbursement Fee, & Supplemental Fee if Applicable unless otherwise stated.<br>See Paragraph 15 for Details  |   |
| Price is valid for ten (10) business days from receiving this Letter.  |   |
| Minimum Pressure   | 30 psi                                    |
| Normal Pressure Range  | 40 psi to 50 psi    **LOW PRESSURE AREA** |
| Maximum Pressure   | 130 psi                                   |
| This request is in a Low-Pressure Zone with pressures ranging from 40 psi to 50 psi. Pressures below 45 psi are considered inadequate for household use. The owner will be responsible for providing an internal pressure system for the property. |   |



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

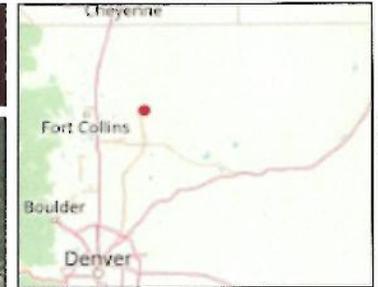
[WWW.NWCWD.ORG](http://WWW.NWCWD.ORG) • EMAIL: [WATER@NWCWD.ORG](mailto:WATER@NWCWD.ORG)

**Table No. 3 - Usage Rates and Fees**

| Usage Amount         | Charge or Rate Per Month        |
|----------------------|---------------------------------|
| 0 to 6,000 gallons   | \$22.38 Minimum                 |
| 6,000 gallons and up | \$3.73 per 1,000 gallons (Kgal) |

**Table No. 4 - Plant Investment Surcharge Rates**

|  |                          |
|--|--------------------------|
| 0 to 456,000 gallons above the Plant Investment Allotment      | \$3.95 per 1,000 gallons |
| More than 456,000 gallons above the Plant Investment Allotment | \$1.95 per 1,000 gallons |



Legend

- Parcels
- Highway
- County Boundary

Proposed Lot A, 20226 CR 80, is served by existing meter number 2090

North Weld County Water District water service is available, according to the terms of this letter, to:

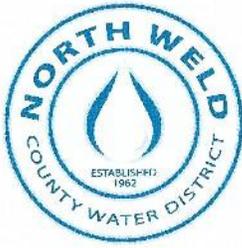
Proposed Lot B, also known as approximately 20182 CR 80.

1: 6,703



1,117.1 0 558.56 1,117.1 Feet

Notes



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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October 1, 2020

Ms. Nancy Hurt  
Managing Director  
Real Estate Services  
Colorado State University Research Foundation  
2537 Research Blvd.  
Fort Collins, CO 80526

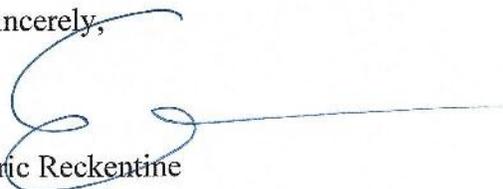
### **RE: 2020 Rental of C-BT Carryover Capacity**

Dear Nancy,

North Weld County Water District (North Weld) appreciates the opportunity to rent C-BT Carryover Capacity from CSURF again in 2020. We understand that CSURF will transfer 317 acre-feet of C-BT Carryover Capacity to North Weld prior to October 20, 2020. As consideration, North Weld will pay CSURF a rental fee of \$15 per acre-foot of C-BT Carryover Capacity for a total of \$4,755.

If you have questions, please contact Richard Raines at (970) 218-2738 or [rraines@scwtp.org](mailto:rraines@scwtp.org) or Leann Koons at (970) 356-3020 or [leannk@nwcwd.org](mailto:leannk@nwcwd.org).

Sincerely,



Eric Reckentine  
District Manager  
North Weld County Water District

## WATER SERVICE RESTRICTION AGREEMENT

THIS WATER SERVICE RESTRICTION AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2020, by and between NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, the address of which is 32825 Weld CR 39, Lucerne, Colorado 80646 ("Water District"), and Bruce B. and Janet Calder, whose address is 25541 County Road 74, Eaton, CO 80615 ("Owner").

### RECITALS

A. Owner is the owner of the following described parcels of real property situate in Weld County, Colorado (hereinafter, "Property"):

#### Property

Lot A of Recorded Exemption Number 0711-32-4-RE2167, recorded May 6, 1998, at Reception No. 2611159, in the records of the Weld County Clerk and Recorder, being a part of the Southeast 1/4 of Section 32, Township 7 North, Range 64 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071132400063  
Address: 25541 County Road 74, Eaton, CO 80615

B. Owners have sought Weld County approval to place a second residence on the Property and utilize the existing water service for both the primary residence (hereinafter, "Residence 1") and auxiliary residence (hereinafter, "Residence 2") (collectively, "Both Residences").

C. Both Residences receive potable water service from a single water service account, Account #2692, from the Water District served by a meter located upon the Property.

D. The Water District's Rules and Regulations prohibit more than one (1) single family residence per parcel of land being served by a single water service account without the consent of the Water District.

E. The Water District has agreed to allow the continuation of a single water service account to Both Residences until the occurrence of a "Trigger Event" as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and the Water District hereby agree as follows:

1. Until the occurrence of a "Trigger Event" as defined herein, the Water District agrees to allow the current water service under Account #2692 to provide water service to Both Residences located on the Property. Upon the occurrence of a "Trigger Event," (i) Residence 2 shall immediately discontinue water service from Account #2692 and the water service under Account #2692 shall be used exclusively for Residence 1; and (ii) the owner of Residence 2 shall be responsible for the purchase of a new water tap from the Water District, under then existing rules, regulations, policies, procedures, standards and criteria, in order for Residence 2 to continue to receive potable water service following the occurrence of such Trigger Event.
2. A "Trigger Event" which shall require the purchase of a new water tap for Residence 2 shall occur upon the earlier of the following:
  - A. The withdrawal or cancellation of the Medical Hardship Permit as determined and annually granted by Weld County;
  - B. The formal division of the Property in accordance with the subdivision procedures of Weld County, Colorado, resulting in each Residence being located on a separate legal parcel;
  - C. The voluntary or involuntary sale or transfer of the Property by both Owners or by the remaining survivor thereof, including, but not limited to, transfer of ownership as a result of foreclosure or deed in lieu of foreclosure; or
  - D. The purchase from the Water District of an additional water tap for Residence 2.Owners shall give written notice to the District within ten (10) business days of the occurrence of any Trigger Event.
3. Owners agree that in the event that an additional water tap is purchased from the Water District to serve Residence 2, the Water District will also require service lines to be installed and/or modified to serve only the single residence for which the water service is then provided. Such service lines shall not be permitted to (i) cross separate legal parcels or (ii) provide service to more than one (1) residence, and any water service lines which cross separate legal parcel boundaries or which provide service to more than one (1) Residence shall be immediately disconnected.
4. In the event an additional water tap is not purchased within thirty (30) days following the occurrence of a Trigger Event, the Water District shall have the right to terminate water service to Both Residences receiving water service through Account #2692.
5. This Agreement shall run with the Property and shall be binding upon Owners, their heirs, administrators, personal representatives, successors, and assigns.
6. All notices, demands, requests, and other communications required or permitted pursuant to this Agreement shall be in writing and delivered in person or by certified or

registered mail, postage prepaid, return receipt requested, to the addresses of the parties set forth in the introductory paragraph of this Agreement. Notice given in the manner provided in this Section 6 shall be considered effective on the date that notice is delivered if personally delivered or, if sent through the United States Mail, on the date of actual delivery as shown on the return receipt or the refusal to accept delivery.

7. Upon the acquisition of an additional water tap from the Water District such that each residence (Residence 1 and Residence 2) is served by a separate water service or upon the Owners providing evidence satisfactory to the Water District that the Residence 2 has been removed or demolished and that the Certificate of Occupancy for Residence 2 has been rescinded or revoked, the Water District shall execute a recordable release or such other document in form reasonably acceptable to the Water District as shall be requested by Owners to evidence the release of this Agreement.

8. This Agreement shall be recorded in the real property records of Weld County, Colorado.

9. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

10. This Agreement may be executed in counterparts, each of which shall be deemed to constitute an original and all of which when taken together shall constitute one and the same instrument; provided, however, that this Agreement will not become binding upon any party unless and until executed (whether or not in counterpart) by all the parties.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement is made and executed as of the date first above written.

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Water District"

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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



**AGREEMENT TO RELEASE WATER SERVICE RESTRICTION AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”), by and between NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, the address of which is 32825 Weld County Road 39, Lucerne, CO 80646 (“Water District”), and LUKE C. MAHONEY and REBECCA N. MAHONEY, whose address is 12733 Weld County Road 76, Eaton, CO 80615 (jointly, “Mahoney”) (collectively, “Parties”).

**RECITALS**

WHEREAS, the Parties entered into a Water Service Restriction Agreement, dated February 28, 2019, which was recorded on March 15, 2019, with the Weld County Clerk and Recorder at Reception No. 4473474 (“Restriction Agreement”);

WHEREAS, the Restriction Agreement concerned two (2) parcels, referred to as “Parcel 1” and “Parcel 2” and more particularly described as follows:

**Parcel 1**

Lot B of Recorded Exemption No. 0707-30-4 RECX12-0091, recorded January 2, 2013 at Reception No. 3900159, being a part of the Southeast ¼ of Section 30, Township 7 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 070730400006  
Address 12733 Weld County Road 76, Eaton, CO

**Parcel 2**

Subdivision Exemption No. SE-677, recorded May 22, 1998 at Reception No. 2614547, being a part of the Southeast ¼ of Section 30, Township 7 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 070730400060  
Address 12735 Weld County Road 76, Eaton, CO

WHEREAS, the Restriction Agreement provided that “upon the acquisition of an additional water tap from the Water District such that each Parcel is served by a separate water service, the Water District shall execute a recordable release or such other document in [a] form reasonably acceptable to the Water District as shall be requested by . . . [Mahoney] to evidence the release of . . . [the Restriction Agreement];”

WHEREAS, on June 8, 2020, the Water District’s Board of Directors approved a request by Mahoney to assign one (1) water allocation from Parcel 2 to Parcel 1;

WHEREAS, on June 12, 2020, Mahoney executed an Assignment (“Assignment Agreement”) to transfer one (1) water allocation from Parcel 2 to Parcel 1, a copy of which is attached hereto as **Exhibit A**;

WHEREAS, on June 12, 2020, Mahoney purchased a Full Standard tap from the Water District, a receipt for which is attached hereto as **Exhibit B**; and

WHEREAS, the Parties desire to execute this Agreement to evidence the release of the Restriction Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth below.

1. The Restriction Agreement is released and is no longer binding upon Parcel 1 and Parcel 2 or Mahoney, their heirs, administrators, personal representatives, successors, and assigns.
2. Parcel 2 shall continue to be served by Water Account # 262, which account has 6 water allocations and 1 plant investment allocation.
3. Parcel 1 shall no longer receive service from Water Account #262, and instead shall receive service from Water Account # 5907, which account has 1 water allocation and plant investment allocation.
4. Mahoney understands and agrees that it is required to install, or modify existing, service lines to serve one parcel (i.e., not both Parcel 1 and Parcel 2) as required by the Water District. Mahoney further understands and agrees that customer service lines, which are those lines located downstream of the Water District’s meter assembly, shall not cross parcel boundaries, and that any water services lines that cross parcel boundaries shall be disconnected by Mahoney.
5. This Agreement shall run with Parcel 1 and Parcel 2, and shall be binding upon Mahoney, their heirs, administrators, personal representatives, successors, and assigns.
6. This Agreement shall be recorded in the real property records of Weld County, Colorado.
7. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Colorado.
8. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, email or other electronic means. Executed copies upon receipt shall be deemed originals and binding upon the Parties and shall have the full force and effect of the original for all purposes,

including the rules of evidence applicable to court proceedings. The Parties acknowledge and agree that the complete original of this Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any legible printout or other output legible by sight, the reproduction of which is shown to accurately represent the complete original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

9. The undersigned representatives of the Parties certify that they are authorized to enter into this Agreement and to legally bind the respective Party to the terms and conditions of this Agreement.

[Remainder of Page Intentionally Blank]



\_\_\_\_\_  
Luke C. Mahoney

\_\_\_\_\_  
Rebecca N. Mahoney

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Luke C. Mahoney.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

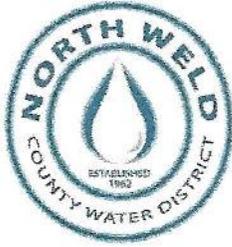
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Rebecca N. Mahoney.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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NORTH WELD COUNTY WATER DISTRICT ASSIGNMENT

Table with 4 columns: Original Premise No., Water Allocation, Plant Investment, Transferred to Premise No., Plant Investment, Water Allocation, Sub Exempt. Includes details for premises 262 and 5907.

FOR VALUE RECEIVED, I/WE Luke C. and Rebecca N. Mahoney hereby transfer and assign from Premise Number 262 to Premise Number 5907 One (1) Water Tap with a Water Class of 1 and a Plant Investment Class of 0, in Weld County, Colorado.

WATER RIGHTS

It is further understood that this tap with a Water Class of 1, and a maximum amount of 228 thousand gallons shall be delivered annually within the water year. If this amount is exceeded on an annual water year basis, the District shall apply any appropriate fines, fees or surcharges, as determined by North Weld County Water District.

INFRASTRUCTURE

It is understood that this tap with a Plant Investment Class of 0, and a maximum amount of 0 thousand gallons shall be delivered annually within the water year. If this amount is exceeded on an annual water year basis, the District shall apply any appropriate fines, fees or surcharges, as determined by North Weld County Water District.

It is understood that this tap was transferred to the attached described lands and may not be transferred to other lands, without express written consent, in addition to the below consent of the North Weld County Water District. I/we further authorize the District Manager or his designee of said District to do any and all things necessary to effectuate this transfer on the books and records of said District.

It is understood that customer service lines described as being constructed downstream of the North Weld County Water District meter assembly shall not cross parcel lines, without express written consent of the North Weld County Water District.

I/we understand that the normal operating pressure range for the above listed address is 75 psi to 85 psi. The maximum operating pressure may be as great as 95 psi.

The District has/will install a pressure regulator in the meter pit if the maximum operating pressure is greater than 80 psi. The District strongly recommends that a preventative plumbing device is installed to restrict and/or release the pressure within the customer's system if maximum operating pressure is greater than 80 psi.

If damage results from excessive pressures, North Weld County Water District claims no liability.

I/we further agree to pay any and all charges hereinafter levied by said District for said taps and to abide by all regulations adopted by said District.

Agreed and Executed by:

Signature of Luke C. Mahoney, Date 6/12/20, Signature of Rebecca N. Mahoney, Date

12733 CR 76 Current Mailing Address

Eaton CO 80615 City State Zip

970-397-7247 Phone Number

CONSENT OF ASSIGNMENT

I, [Signature], District Manager or designee of NORTH WELD COUNTY WATER DISTRICT, hereby consent to the above Assignment of behalf of said District.

[Signature] District Manager or designee

Premise Number 262 will be decreased from 7 Water Allocations to 6 Water Allocations through the transfer of 1 Water Allocation to Premise 5907. Premise Number 5907 will be created as a new Premise with 1 Water Allocation. Board Approval granted 06/08/2020. Plant Investment Allocation will be purchased by the applicant.



# RECEIPT

Date: 6/12/2020 No. 10269057

Received From: Screaming Bull Oil Tools LLC

Address: 12735 WCR 76, Eaton, SE-677

Nineteen Thousand Dollars and 00/100 \$ 19,000.00

For: Water Tap Purchase of Plant Investment and Install Fee

32825 WCR 39  
P.O. Box 56  
Lucerne, CO 80646  
970-356-3020  
970-395-0997 F  
[www.nwccd.org](http://www.nwccd.org)

|                 |      |                              |      |    |          |
|-----------------|------|------------------------------|------|----|----------|
| Cash            |      | Raw Water Fee                |      | \$ | -        |
| Check           | 2045 | Plant Investment Fee         |      | \$ | 9,500.00 |
| Check           |      | Distance Fee                 | 7 Mi | \$ | 2,100.00 |
|                 |      | Meter Installation Fee       |      | \$ | 7,400.00 |
|                 |      | PS Participation Fee         |      | \$ | -        |
|                 |      | Supplemental Fee             |      | \$ | -        |
|                 |      | Non-Potable Meter Fee        |      | \$ | -        |
| Premise Number: | 5907 | Non-Potable Installation Fee |      | \$ | -        |

**RESOLUTION NO. 20201012-02**

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

**ADOPTING A PUBLIC RECORDS REQUEST POLICY  
Adopted October 12, 2020**

---

**I. Purposes of the District’s Public Records Request Policy**

This Public Records Request Policy of the North Weld County Water District (the “**District**”) shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. (“**CORA**”);
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

**A. Applicability**

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

**B. Definitions**

1. “**Custodian**”: Except as otherwise provided in this policy, the term “Custodian” shall mean the District Manager, or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.

2. “**Public Records**”: As defined in § 24-72-202(6), C.R.S.

C. Submission of Requests

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail or hand-delivery.

3. A request shall be considered made when the request is actually received by the Custodian:

a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;

b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and

c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.

4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.

2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.

3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.

4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.

5. As a general practice, in response to a Public Records request:

a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204, C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. § 24-72-203(3.5)(d), C.R.S.

f. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of 25 electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Transmission fees.** No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

**3. Fees for search, retrieval and legal review:**

a. In the case of any request requiring more than one hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge an hourly fee not to exceed \$33.58 per hour for such time pursuant to § 24-72-205(6)(a), C.R.S. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the Custodian for such staff time. Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

***Remainder of Page Intentionally Left Blank. Signature page follows.***

ADOPTED THIS 12<sup>th</sup> DAY OF OCTOBER, 2020.

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

---

Special Counsel to the District

*Signature Page to Public Records Request Policy*

**EXHIBIT A**  
OFFICIAL REQUEST FORM



# NORTH WELD COUNTY WATER DISTRICT

## Request for Inspection/Copy of Public Records

|                              |            |
|------------------------------|------------|
| <b>For Internal Use Only</b> |            |
| Date of Request:             | _____      |
| Time of Request:             | _____AM/PM |

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**City/State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone:** (    ) \_\_\_\_\_ **Alt./Cell:** (    ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Detailed description of the records requested:** (Please use additional sheets if necessary)  
\_\_\_\_\_  
\_\_\_\_\_

Select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

**I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit Request Form To: North Weld County Water District  
PO Box 56  
Lucerne, CO 80646

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records may be inspected at the District's offices during regular business days at prearranged times. All hourly Research and Compilation Fees and other costs incurred as a result of such inspection shall be charged to the requester.

| <b>For Internal Use Only</b>   |   |
|--|---|
| <b>Estimated Charges</b>   |   |
| Number of Pages _____ at \$0.25/page \$ _____  | Research & Retrieval _____ Hours at<br>*\$33.58/Hr.*Fee subject to change per § 24-72-205(6),<br>C.R.S.<br>Research & Retrieval Total: \$ _____ |
| Postage/Delivery Costs: \$ _____   |   |
| Deposit Required: \$ _____   | Total Estimate Cost: \$ _____   |
| Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees |   |
| <b>Administrative Matters</b>  |   |
| Date Request Completed: _____  | Amount Prepaid: \$ _____  |
| Approved: _____ Denied: _____  | Balance Due Before Release: \$ _____  |
| If Denied, Provide Reason(s): _____  | Total Amount Paid: \$ _____   |

## PERMANENT WATER EASEMENT AGREEMENT

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of October, 2020, by and between Roger L. Kegerreis and Virginia L. Kegerreis, whose address is P.O. Box 201 Severance, CO 80546 (individually or jointly, as applicable, “Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (“Grantee”).

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

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

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

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

4. Additional Rights of Grantee. Grantor further grants to Grantee:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by Grantee to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.

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

- (a) Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to Grantee's activities on the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by Grantee's activities within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of Grantee, as provided in Section 7 below in the event those improvements are disturbed by Grantee, on the condition that Grantor pays the costs for such restoration or replacement.

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

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

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:

- (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
- (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the water pipeline with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

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

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

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

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

GRANTOR:

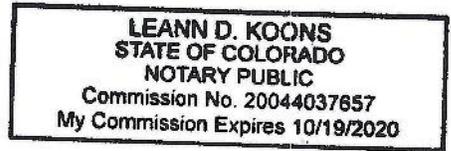
  
\_\_\_\_\_  
Virginia L. Kegerreis

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of ~~September~~ <sup>October</sup> ~~2020~~ <sup>was</sup>, by Roger L. Kegerreis.

WITNESS my hand and official seal.

My commission expires: 10-19-2020



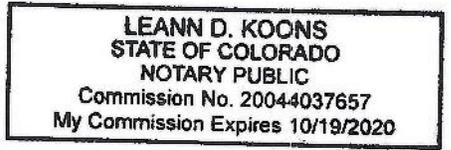
  
\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of ~~September~~ <sup>October</sup> ~~2020~~ <sup>was</sup>, by Virginia L. Kegerreis.

WITNESS my hand and official seal.

My commission expires: 10-19-2020



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



EXHIBIT A

Legal Description of Grantor's Property

Parcel of land being a part of Tract A, Kegerreis Subdivision, as recorded in Weld County Records under Reception No. 4633035, on September 24, 2020, located in the Northwest Quarter (NW ¼) and Northeast Quarter (NE ¼) of Section Twelve (12), Township Six North (T.6N.), Range Sixty-seven West (R67W.), Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Weld, State of Colorado.

**PROPERTY DESCRIPTION**

Exhibit B-1

A parcel of land being a part of Tract A, Kegerreis Subdivision, as recorded in Weld County Records under Reception No. 4633035, on September 24, 2020, located in the Northwest Quarter (NW/4) Northeast Quarter (NE1/4) of Section Twelve (12), Township Six North (T.6N.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East One-Sixteenth (E1/16) Corner of said Section 12/Section 1, from which the North Quarter Corner (N1/4) of said Section 12 bears North 89°24'59" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 1311.62 feet with all other bearings contained herein relative thereto:

THENCE South 00°32'31" West distance of 60.00 feet to the POINT OF BEGINNING;  
THENCE continuing South 00°32'31" West a distance of 30.00 feet to a point on the South Right-of-Way (ROW) of Weld County Road #72 as dedicated by the recorded plat of the said Kegerreis Subdivision;  
THENCE N89°24'59"W along the said South ROW a distance of 519.29 feet to a point on the Easterly line of the Existing 30' wide Access and Utility Easement as Recorded at Reception No 2470972;  
THENCE North 00°58'06" East along said East line a distance of 30.00 feet;  
THENCE South 89°24'59" East a distance of 519.07 feet to the POINT OF BEGINNING.;

Said parcel contains 0.358 Acres or 15,575 sq. ft. 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.

**SURVEYOR'S CERTIFICATE**

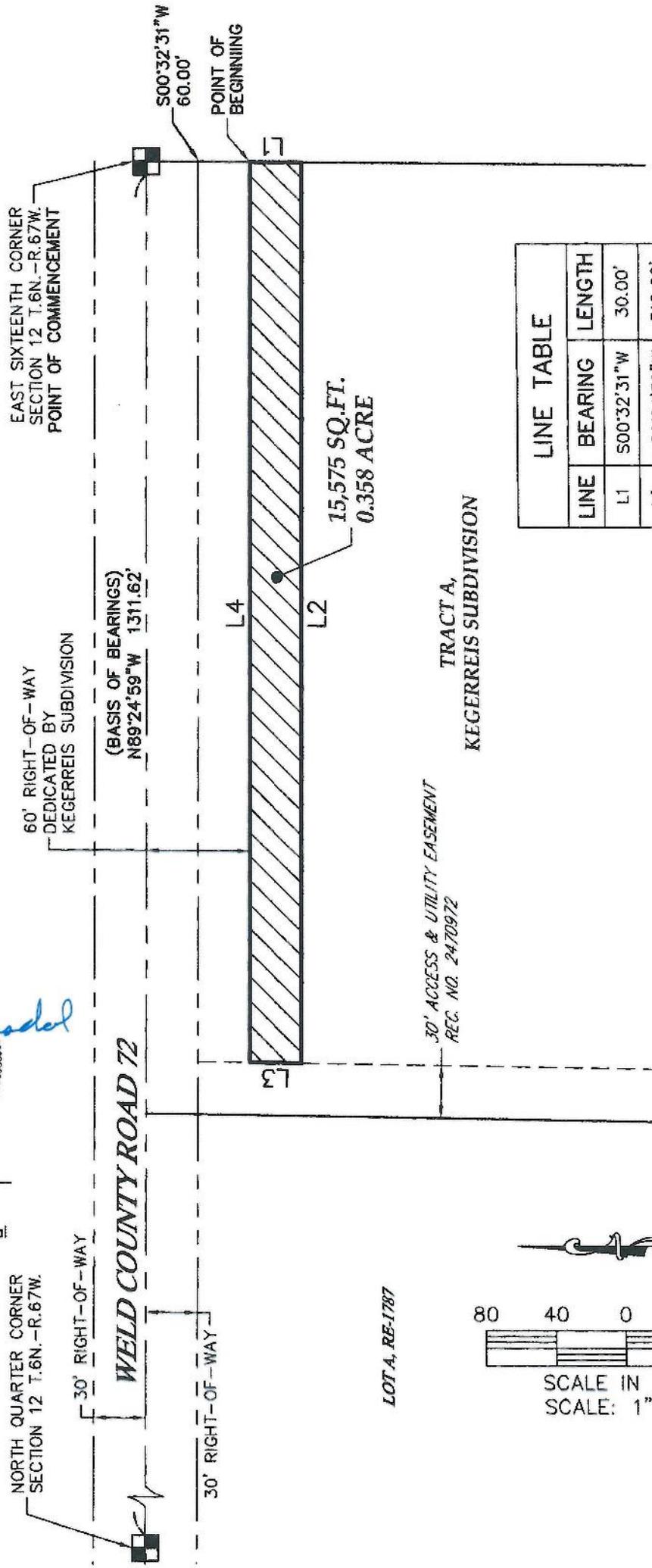
I, David B. Dusdal, a duly Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



David B. Dusdal  
Colorado Registered Professional  
Land Surveyor #28650

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

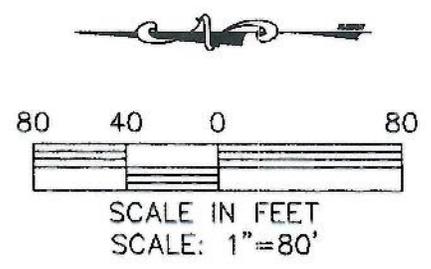
JN: 20200487



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | S00°32'31"W | 30.00'  |
| L2         | N89°24'59"W | 519.29' |
| L3         | N00°58'06"E | 30.00'  |
| L4         | S89°24'59"E | 519.07' |



David B. Dusdat --  
 On Behalf Of King Surveyors  
 Colorado Registered Professional  
 Land Surveyor #28650



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



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

PROJECT NO: 20200487  
 DATE: 9/29/2020  
 CLIENT: NWCWD  
 DWG: KEGERREIS-ESMT  
 DRAWN: SMF CHECKED: DD

## EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Larson Farms, LLC, a Colorado limited liability company, whose address is 29470 WCR 66, Gill, CO 80624 ("Grantor") and NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, the address of which is 32825 Weld CR 39, Lucerne, CO 80646 ("District").

### WITNESSETH

For and in consideration of the mutual promises and covenants herein contained and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantor has granted and conveyed and by these presents does hereby grant and convey unto the District, its successors and assigns, a permanent perpetual right-of-way and easement for the installation, construction, maintenance, inspection, operation, replacement and removal of one or more water lines and all underground and surface appurtenances thereto, including metering stations and other fixtures ("Permanent Easement"), in, under, over, across and upon the following described real property ("Permanent Easement Area"):

The real property legally described on **Exhibit "A-1"** and depicted upon **Exhibit "A-2"** attached hereto and incorporated herein by reference.

The parties acknowledge that the Permanent Easement is located on a parcel of real property owned by the Grantor legally described as follows ("Grantor's Property"):

Lot B of Recorded Exemption Number 0801-13-4 RECX15-0018 recorded August 17, 2016 under Reception Number 4228881 in the records of Weld County being a part of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Six North (T.6N.), Range Sixty-Four West (R.64W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Weld, State of Colorado.

### AGREEMENT

I. In addition to the foregoing grant of Permanent Easement by the Grantor to the District, the Grantor further grants and conveys to the District the following rights and privileges.

A. The right to grade the Permanent Easement for the full width thereof in such a manner as the District may reasonably determine to be necessary or advisable.

B. The right to support pipelines located within the Permanent Easement across ravines, creeks, streams and other water courses with such structures and improvements as the District shall reasonably determine to be necessary or advisable.

C. The right of ingress and egress to and from the Permanent Easement Area by means of existing roads (whether public or private) located on the Grantor's Property, if any, provided, however, in the event that such roads are damaged as a result of use by the District, the District shall repair such existing roads to substantially the same condition as they existed prior to use by the District.

D. To install, maintain and use gates or other livestock barriers on all fences which now cross or hereafter cross the Permanent Easement Area.

E. To mark the location of the Permanent Easement Area with markers set in the ground provided that any such markers remaining after the period of construction of the water line(s) and appurtenances shall be placed in locations which will minimize interference with any reasonable use of the Permanent Easement Area by the Grantor.

F. All other rights necessary and incident to the full and complete use and enjoyment of the Permanent Easement Area for the purposes herein granted.

II. The Grantor hereby covenants and agrees to and with the District, its successors and assigns, that:

A. Except as otherwise provided in this subparagraph A, the Grantor, its successors and assigns, shall not erect or place any permanent building, structure, improvement, tree or other landscaping within the Permanent Easement Area. In the event of the placement of such obstacles within the Permanent Easement Area contrary to the provisions of this subparagraph A, the District shall have the right to require the Grantor to remove such obstacles from the Permanent Easement Area and, in the event the Grantor fails to do so upon request, the District may remove such obstacles without any liability for repair or replacement thereof. Notwithstanding the foregoing, the Grantor, its successors and assigns shall have the right, without the consent of the District, to plant crops, grasses and other ground cover and small shrubs within the Permanent Easement Area which are usual and customary for the full use and enjoyment of the Grantor's Property. However, the District shall not be responsible for repair or replacement of any "exotic" plantings, ornamental trees or similar landscaping other than usual and customary ground covering and shrubs.

B. Grantor shall have the right to erect or place fencing within the Permanent Easement Area so long as such fencing does not cause damage to the pipeline(s). The District shall have the right to remove said fencing and shall reinstall said fencing if such fencing is removed by the District in connection with any use or operations within the Permanent Easement Area.

C. Grantor shall have the right to asphalt/pave within the Permanent Easement Area with the District's approval of grading plans and construction of such asphalt surface. The District shall have the right to remove said asphalt and shall patch said asphalt if such asphalt is removed by the District in connection with any use or operations by the District within the Permanent Easement Area.

D. The Grantor covenants and agrees to and with the District that the Grantor is lawfully seized of the Permanent Easement Area and the Grantor's Property, and that the Grantor has a good and lawful right to convey the Permanent Easement to the District and that the Grantor warrants the title thereto.

III. The District does hereby covenant and agree to and with the Grantor as follows:

A. The District shall not fence or otherwise enclose the Permanent Easement Area, except during periods of construction and repair.

B. All trenches and excavations made in the laying or repairing of the water line(s) shall be properly backfilled and as much of the original surface soils as reasonably possible shall be placed on top. All large gravel, stones and clods will be removed from the finished backfill. The District will finish the backfill after normal settling of the soil so that the use and enjoyment of the Permanent Easement Area by the Grantor shall be suitable for the purposes now used. The District will thereafter be responsible for maintenance of the water line(s).

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

D. In the event the Grantor's Property is being used for production of any crops which require irrigation at the time the pipeline(s) is constructed as set forth in this Agreement, the District agrees, unless otherwise provided, to install and operate flumes or appropriate crossing devices across the Permanent Easement Area at all times during such construction operations. The District further agrees, unless otherwise provided, not to block, dam or obstruct in any manner any irrigation canal, drainage ditches or creeks located on the Grantor's Property and further agrees to replace or repair any levees or banks disturbed or damaged by the activities of the District on the Grantor's Property.

E. The District shall pay the fair market value for any crops, fences or livestock of the Grantor, its tenants and lessees, which are damaged or destroyed as a result of the construction, operation and maintenance of the water line(s).

F. To the extent allowed by law, the District shall be liable for loss or damage which shall be caused by any wrongful exercise of the rights of ingress or egress to or from the Permanent Easement Area or by wrongful or negligent acts or omission of its agents or employees during the course of their employment on the Grantor's Property.

G. In the event the Grantor's Property contains other utilities including but not limited to other pipelines, drain lines, cables and other appurtenances thereto, the District agrees that during the period of construction of the proposed water line piping, or during its operations of the Permanent Easement for any subsequent alteration, removal or replacement of said water line piping, the District will avoid said other utilities, and will repair any damage to all such utilities which may occur during the District's active operations. The District further agrees to notify the Grantor of the location, size, type and method of all such repairs made to any buried utilities. Additionally, if the District finds a utility that appears to be abandoned, the District shall notify the Grantor and with mutual written agreement, the District may take steps to remove a segment and abandon the existing utility.

**IV. District and Grantor further agree as follows:**

A. In addition to the Permanent Easement granted to the District as described hereinabove, Grantor further grants and conveys to the District a temporary construction easement in, under, over, across and upon the real property legally described on **Exhibit "B-1"** and depicted upon **Exhibit "B-2"** attached hereto and incorporated herein by reference ("Temporary Construction Easement Area"), together with the right of ingress and egress to and from the Temporary Construction Easement Area by means of existing roads (whether public or private) located on the Grantor's Property for use by the District, its contractors, agents and employees for construction activities, including entering upon the Permanent Easement Area and the Temporary Construction Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of any pipeline(s) to be located within the Permanent Easement Area.

B. The temporary construction easement shall terminate, unless otherwise agreed in writing, 6 months after installation of any pipeline(s) within the Permanent Easement Area but in no event later than the 18th month following the date of the recording of this Agreement in the Weld County, Colorado records. Such termination shall have no effect on the District's Permanent Easement.

C. With regard to any future acquisition of a tap or taps, Grantor shall be responsible for complying with the District's policies, requirements, resolutions, regulations and procedures in effect, including the Supplemental Tap Fee.

D. District shall pay Grantor reasonable costs and expenses for any damages to any improvements within the Permanent Easement Area and the Temporary Construction Easement Area caused by its use of the rights granted herein.

E. Except to the extent that such rights may be inconsistent with or interfere with the rights and privileges herein granted to the District, the Grantor shall retain the right to use and enjoy the Permanent Easement Area.

F. The benefit and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto; and shall constitute covenants running with the title to the Grantor's Property.

G. Whenever used herein, the singular shall include the plural and the plural the singular and the use of any gender shall apply to all genders.





EXHIBIT A-1

**PROPERTY DESCRIPTION**  
**Permanent Waterline Easement**

A parcel of land, located in the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Six North (T.6N.), Range Sixty-Four West (R.64W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 13 and assuming the South line of said Southeast Quarter as bearing North 88°53'56" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2649.21 feet and with all other bearings contained herein relative thereto;

THENCE North 00°41'55" West along the West line of the said Southeast Quarter a distance of 46.00 feet to the POINT OF BEGINNING.

THENCE continuing along said West line North 00°41'55" West a distance of 24.22 feet to the Northwest corner of Lot B of Recorded Exemption No. 0801-13-4 RECX15-0018 as recorded on August 17, 2016 at Reception No. 4228881;

THENCE North 60°23'07" East along the Northerly line of said Lot B a distance of 12.11 feet to a line parallel with and 76.00 feet North of, as measured at a right angle to the said South line of the Southeast Quarter of Section 13;

THENCE North 88°53'56" East along said parallel line a distance of 1,536.51 feet;

THENCE South 01°06'04" East a distance of 30.00 feet to a line parallel with and 46.00 feet North of, as measured at a right angle to the said South line of said Southeast Quarter of Section 13;

THENCE South 88°53'56" West along said parallel line a distance of 1,547.32 feet to the POINT OF BEGINNING.

Said described parcel of land contains 46,386 Square Feet or 1.065 Acres, more or less (±).

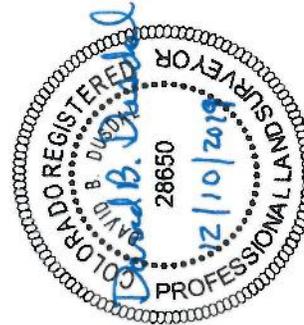
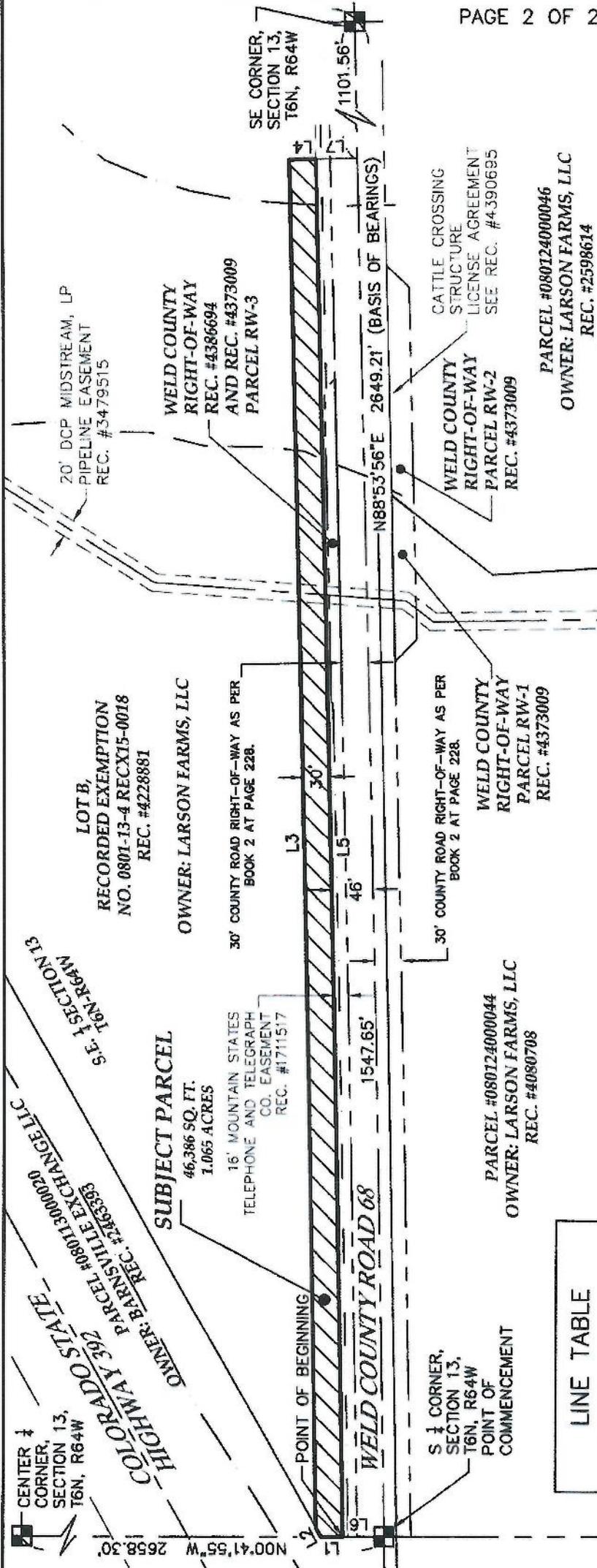
**SURVEYORS STATEMENT**

I, David B. Dusdal, a Colorado Registered 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.



David B. Dusdal - on behalf of King Surveyors  
Colorado Registered Professional  
Land Surveyor No. 28650

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

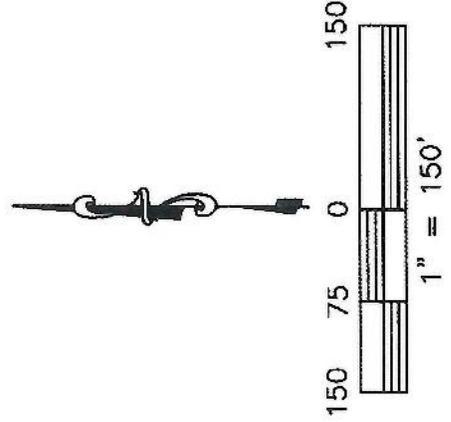


David B. Dusdal - On Behalf Of King Surveyors  
Colorado Registered Professional  
Land Surveyor #28650

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | LENGTH   |
| L1         | N00°41'55"W | 24.22'   |
| L2         | N60°23'07"E | 12.11'   |
| L3         | N88°53'56"E | 1536.51' |
| L4         | S01°06'04"E | 30.00'   |
| L5         | S88°53'56"W | 1547.32' |
| L6         | N00°41'55"W | 46.00'   |
| L7         | S01°06'04"E | 46.00'   |

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

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



**KING SURVEYORS**

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

PROJECT NO:20180437  
DATE: 12/9/2019  
CLIENT: NWCWD  
DWG: 20180437-ESMT-PERM-Rev1  
DRAWN: MM CHECKED: DD

EXHIBIT B-1

**PROPERTY DESCRIPTION**  
**Temporary Construction Easement**

A parcel of land, located in the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Six North (T.6N.), Range Sixty-Four West (R.64W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 13 and assuming the South line of said Southeast Quarter as bearing North 88°53'56" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2649.21 feet and with all other bearings contained herein relative thereto;

THENCE North 00°41'55" West along the Westerly line of the Southeast Quarter a distance of 46.00 feet;

THENCE North 88°53'56" East along a line being 46.00 feet North of and parallel with the South line of the Southeast Quarter of Section 13 a distance of 354.64 feet to the **POINT OF BEGINNING**.

THENCE North 88°53'56" East along said parallel line a distance of 1192.68 feet;

THENCE South 01°06'04" East a distance of 6.00 feet;

THENCE South 88°53'56" West along a line being 40.00 feet North of and parallel with the said South line of the Southeast Quarter of Section 13 a distance of 258.24 feet to a point on the Northeasterly line of Weld County Road Right-of-Way Parcel RW-3 as recorded at Reception No. 4373009 on February 05, 2018 and at Reception No. 4386694 on March 29, 2018;

THENCE along said Northeasterly line North 46°06'04" West a distance of 2.83 feet to the Easterly terminus of the Northerly line of said Weld County Road Right-of-Way Parcel RW-3;

THENCE along said Northerly line, being a line 42.00 feet North of and parallel with the said South line of the Southeast Quarter of Section 13, South 88°53'56" West a distance of 350.00 feet to the Northerly terminus of the Northwesterly line of said Weld County Road Right-of-Way Parcel RW-3;

THENCE South 43°53'56" West along said Northwesterly line a distance of 2.83 feet to a line 40.00 feet North of and parallel with the said South line of the Southeast Quarter of Section 13;

THENCE South 88°53'56" West along said parallel line a distance of 580.45 feet to the said West line of the Southeast Quarter of Section 13;

THENCE North 01°06'04" West along the said West line a distance of 6.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 6,452 Square Feet or 0.148 Acres, more or less (±).

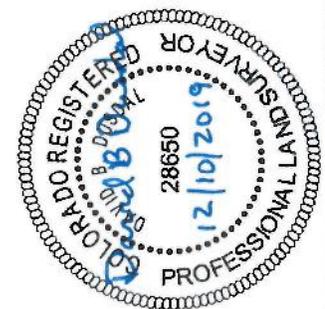
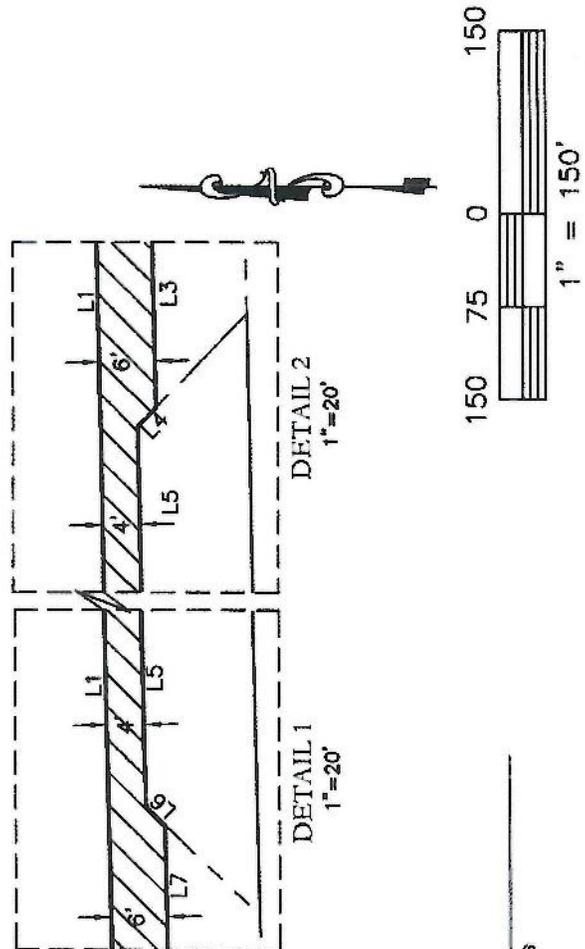
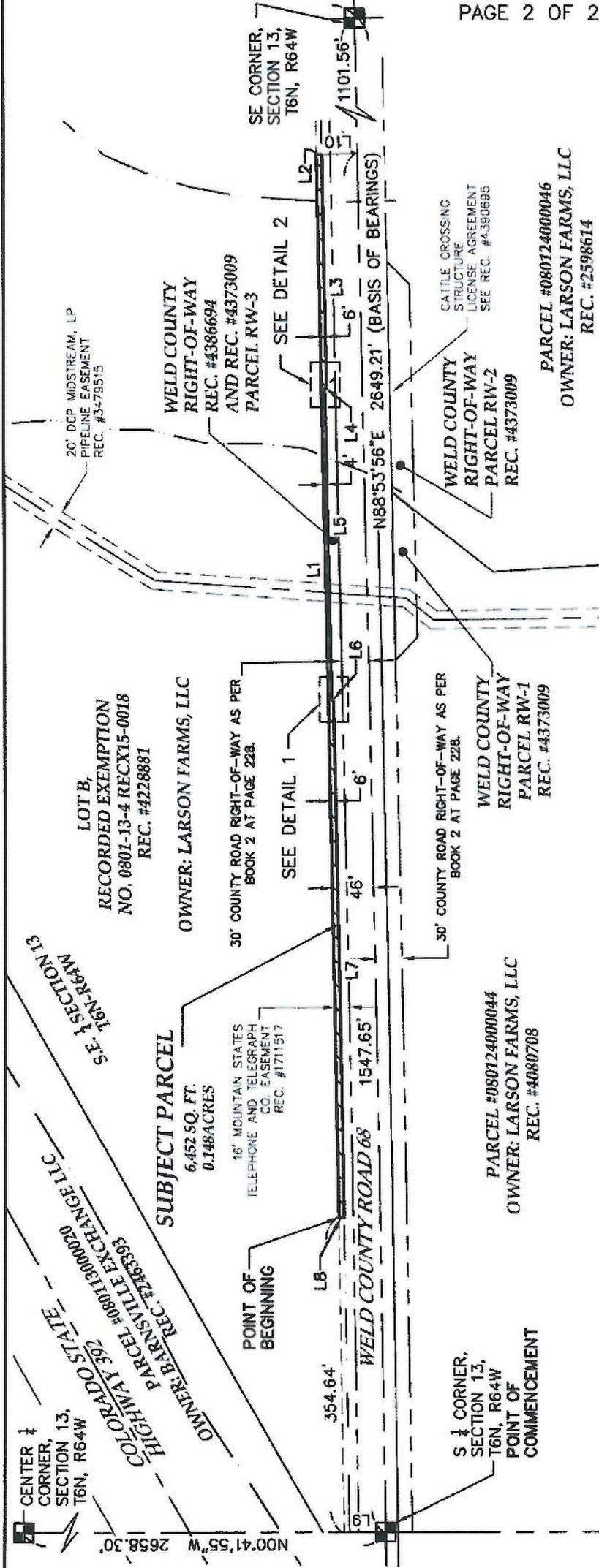
**SURVEYORS STATEMENT**

I, David B. Dusdal, a Colorado Registered 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.

David B. Dusdal - on behalf of King Surveyors  
Colorado Registered Professional  
Land Surveyor No. 28650

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





David B. Dusdal - On Behalf Of King Surveyors  
Colorado Registered Professional  
Land Surveyor #28650

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

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

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L6         | S43°53'56"W | 2.83'   |
| L7         | S68°53'56"W | 580.45' |
| L8         | N01°06'04"W | 6.00'   |
| L9         | N00°41'55"W | 46.00'  |
| L10        | S01°06'04"E | 40.00'  |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | LENGTH   |
| L1         | N88°53'56"E | 1192.68' |
| L2         | S01°06'04"E | 6.00'    |
| L3         | S88°53'56"W | 258.24'  |
| L4         | N46°06'04"W | 2.83'    |
| L5         | S88°53'56"W | 350.00'  |



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

PROJECT NO: 20180437  
DATE: 12/10/2019  
CLIENT: NWCWD  
DWG: 20180437-ESMT-TCE-Rev1  
DRAWN: MM CHECKED: DD



5. Executive Session for the purpose of discussing negotiations with third parties and receiving legal advice related to the CORA dispute by Brandon Houtchens (Pursuant to §§ 24-6-402(4) (b), C.R.S.)

Letter to the Board, To Whom This may  
Concern: Please forgive our informal letter - We're  
in the process of moving + our printer is in  
storage. We would like to request permission  
to drill a well at 33469 Faith Lane Eaton, CO.  
We know the rules, but we'd greatly appreciate  
the opportunity to be reviewed by the board.  
We're willing to jump through any + all hoops  
to make it happen. Our attorney is also on  
standby to submit any legal paperwork  
that may be required for an exemption. We  
purchased our lot of land to live a little  
"off the grid". We'd really love to drill a well  
and have our own independent water source.  
We also believe the minerals are overall  
better for our health → which is very important  
because recently I was diagnosed with an  
autoimmune disease. This makes drilling a  
well particularly important for us. Please  
review and let us know which next steps are  
required. Thank you so much for your time  
+ consideration. If medical documentation is  
required, I'd be more than happy to provide  
that. Thanks again!

- Seth + Jess Anderson  
970-980-1839



Legend

- Parcels
- Highway
- County Boundary

1: 6,703



1,117.1 0 558.56 1,117.1 Feet

Notes

## Leann Koons

---

**From:** Harold Reed <harold.reed@icloud.com>  
**Sent:** Monday, September 28, 2020 7:39 PM  
**To:** Leann Koons  
**Subject:** Letter of Non-Opposition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To the District Manager,

I am requesting a Letter of Non-Opposition to drill a water well on my 36 acre property. If granted I intend to water my 35 head of cattle and water my garden. I have no desire or intention to connect this well to my house or any other house built on this property.

My property address is; 6290 East County Rd #52, Fort Collins, CO , 80524 Your favorable consideration is appreciated.

Thanks

Harold Reed

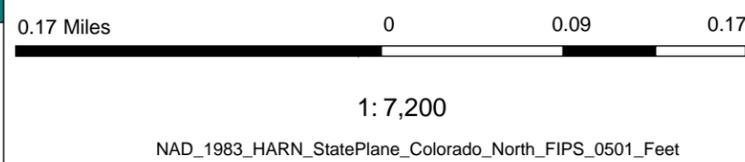
Sent from my iPad

# Harold Reed, 6290 E CR 52



- Legend**
-  Tax Parcels
  -  PLSS Township and Range
  -  PLSS Sections
  -  PLSS Quarter Sections
  -  Railroads
  -  Major Road System
  -  Road System
  -  Lakes and Ponds
  -  Major Rivers and Streams
  -  Rivers and Streams
  -  County Boundary
  -  Rocky Mountain National Park
  -  Incorporated Areas
  -  City or Town
  -  County
  -  State
  -  Federal
  -  Other

**Notes**



This map was created by Larimer County GIS using data from multiple sources for informal purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of this content.

**Resolution No. 20201012-03**

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

CERTIFYING DELINQUENT WATER FEES, RATES, PENALTIES AND CHARGES  
TO  
WELD COUNTY TREASURER  
FOR COLLECTION

---

WHEREAS, the North Weld County Water District (the “District”) was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “Board”) is empowered to fix and from time to time increase or decrease certain fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District currently imposes various water fees, rates, tolls, penalties and charges upon properties receiving services furnished by the District; and

WHEREAS, pursuant to §32-1-1101(1)(e), C.R.S., the District is permitted to have certain delinquent fees, rates, tolls, penalties, charges or assessments made or levied by the District certified to the Weld County Treasurer (the “County Treasurer”) for collection in the same manner as taxes; and

WHEREAS, the five properties reflected on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Delinquent Properties”), are each delinquent in their water fees by at least six (6) months and by more than one hundred fifty dollars (\$150.00); and

WHEREAS, the Delinquent Properties have outstanding delinquent fees rates, tolls, penalties, charges or assessments in the amounts set forth in **Exhibit A** (the “Delinquent Fees”); and

WHEREAS, pursuant to §32-1101(1)(e), C.R.S., the District may elect, by resolution, at a public meeting held after receipt of notice by the Delinquent Properties, to certify the Delinquent Fees to the County Treasurer for collection; and

WHEREAS, on October 5, 2020, the District provided notice to the Delinquent Properties through written correspondence deposited in the United States mail; and

WHEREAS, the Board hereby considers the adoption of this Resolution at a public meeting, which meeting has been properly noticed in accordance with Colorado law; and

WHEREAS, the District, by this Resolution, desires to certify the Delinquent Fees to the County Treasurer for collection.

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

1. CERTIFICATION OF DELINQUENT FEES. The Board hereby elects to have the Delinquent Fees certified to the County Treasurer to be collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107, C.R.S. The Board hereby directs the District's Office Manager to certify to the County Treasurer the Delinquent Fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Certification"). Such Delinquent Fees shall be certified by no later than the deadline established by the County Treasurer in order to comply with State statutory and County certification deadlines.

*[Remainder of Page Intentionally Left Blank].*

ADOPTED THIS 12<sup>th</sup> DAY OF OCTOBER 2020.

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

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

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

---

Special Counsel to the District

**EXHIBIT A**  
**Delinquent Properties and Delinquent Fees**

**Delinquent Property No. 1:**

Property Address: 16583 Hwy 392, Greeley

Legal Description: PT SE4 14 6 66 LOT B REC EXEMPT RECX12-0070

Parcel Number: 080514400012

Six-Month Past Due Amount: \$2,223.20

Collection Fee: \$162.50

Total Owed Property No. 1: \$2,385.70 Plus County Treasurer's Fee

**Delinquent Property No. 2:**

Property Address: 27018 5<sup>th</sup> Avenue, Weld

Legal Description: 9799 L3-4 BLK4 GILL

Parcel Number: 080127313004

Six-Month Past Due Amount: \$982.45

Collection Fee: \$162.50

Total Owed Property No. 2: \$1,144.95 Plus County Treasurer's Fee

**Delinquent Property No. 3:**

Property Address: 37276 County Road 45

Legal Description: 14051-B PT SW4 26 7 65 COM AT THE SW4 COR OF SEC N880.28' TO TRUE POB S87D50'E 1192.54' N30D31'E 90.95' N35D38'E 302.78' N38D16'E 370.68' N85D14'W 1649.36' THENCE S200.63' N85D14'W 445' S511.11' TO TRUE POB(.14R) L A REC EXEMPT RE-1007

Parcel Number: 070926000028

Six-Month Past Due Amount: \$592.71

Collection Fee: \$162.50

2248.0007; 1076631

Total Owed Property No. 3: \$755.21 Plus County Treasurer's Fee

**Delinquent Property No. 4:**

Property Address: 41715 County Road 29, Weld

Legal Description: PT NE4 5-7-66 LOT B REC EXEMPT RE-4418

Parcel Number: 070705100002

Six-Month Past Due Amount: \$209.35

Collection Fee: \$162.50

Total Owed Property No. 4: \$371.85 Plus County Treasurer's Fee

**Delinquent Property No. 5:**

Property Address: 1520 Cirque Valley Lane, Severance

Legal Description: LOT 12 BLK3 HIDDEN VALLEY FARM 3RD FG

Parcel Number: 080711323012

Six-Month Past Due Amount: \$797.62

Collection Fee: \$162.50

Total Owed Property No 5: \$960.12 Plus County Treasurer's Fee

**Resolution No. 20201012-04**

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

CERTIFYING DELINQUENT WATER FEES, RATES, PENALTIES AND CHARGES  
TO  
LARIMER COUNTY TREASURER  
FOR COLLECTION

---

WHEREAS, the North Weld County Water District (the “District”) was duly organized and validly exists pursuant to and in accordance with the Special District Act, §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “Board”) is empowered to fix and from time to time increase or decrease certain fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District currently imposes various water fees, rates, tolls, penalties and charges upon properties receiving services furnished by the District; and

WHEREAS, pursuant to §32-1-1101(1)(e), C.R.S., the District is permitted to have certain delinquent fees, rates, tolls, penalties, charges or assessments made or levied by the District certified to the Larimer County Treasurer (the “County Treasurer”) for collection in the same manner as taxes; and

WHEREAS, the property reflected on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Delinquent Property”), is delinquent in its water fees by at least six (6) months and by more than one hundred fifty dollars (\$150.00); and

WHEREAS, the Delinquent Property has outstanding delinquent fees rates, tolls, penalties, charges or assessments in the amounts set forth in **Exhibit A** (the “Delinquent Fees”); and

WHEREAS, pursuant to §32-1101(1)(e), C.R.S., the District may elect, by resolution, at a public meeting held after receipt of notice by the Delinquent Property, to certify the Delinquent Fees to the County Treasurer for collection; and

WHEREAS, on October 5, 2020, the District provided notice to the Delinquent Property through written correspondence deposited in the United States mail; and

WHEREAS, the Board hereby considers the adoption of this Resolution at a public meeting, which meeting has been properly noticed in accordance with Colorado law; and

WHEREAS, the District, by this Resolution, desires to certify the Delinquent Fees to the County Treasurer for collection.

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

1. CERTIFICATION OF DELINQUENT FEES. The Board hereby elects to have the Delinquent Fees certified to the County Treasurer to be collected and paid over by the County Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to § 39-10-107, C.R.S. The Board hereby directs the District's Office Manager to certify to the County Treasurer the Delinquent Fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Certification"). Such Delinquent Fees shall be certified by no later than the deadline established by the County Treasurer in order to comply with State statutory and County certification deadlines.

*[Remainder of Page Intentionally Left Blank].*

ADOPTED THIS 12<sup>th</sup> DAY OF OCTOBER 2020.

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

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

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

---

Special Counsel to the District

**EXHIBIT A**  
**Delinquent Property and Delinquent Fees**

**Delinquent Property:**

3323 South County Line Road 1, Windsor, Colorado 80550

Also Known As:

Parcel 8725000031

Also Known As:

Legal Description: BEG AT PT 1208 FT N OF SE COR 25-7-68, N 87 10' W 1807 FT, N 55 15' W 1044 FT, N 27 E 88 FT, N 60 10' E 210 FT, S 62 E 673 FT, N 26 E 511 FT, N 50 40' W 515 FT, N 16 E 279 FT, N 9 40' W 360 FT, N 59 10' E 447 FT, S 74 2

**Six-Month Past Due Amount:**

\$3,172.20

**Collection Fee:**

\$162.50

**Total Owed: \$3,334.70, plus County Treasurer's Fee**

**RESOLUTION NO. 20201012-05**

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

**IMPOSING TEMPORARY OUTDOOR WATER USE RESTRICTIONS**

---

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 District has the power to manage, control, and supervise all of the business and affairs of the District; and

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

WHEREAS, a portion of the District’s water supply comes from the Horsetooth Reservoir, a water storage reservoir operated by the Northern Colorado Water Conservancy (“Northern Water”) and United States Bureau of Reclamation (“Reclamation”), and which is created by the Soldier Canyon Dam and other infrastructure; and

WHEREAS, the Soldier Canyon Outlet is a pipe and related infrastructure which delivers water from the Horsetooth Reservoir; and

WHEREAS, Northern Water and Reclamation will be performing certain maintenance and rehabilitation work on the Soldier Canyon Outlet, commonly referred to as the Horsetooth Outlet Project (“HOP”), commencing October 15, 2020, during which time the Soldier Canyon Outlet will not be available to deliver water from the Horsetooth Reservoir; and

WHEREAS, the District and other water service providers have determined that temporarily restricting outdoor water use will proactively mitigate risk to the District’s and other water service providers’ ability to satisfy customer water demands; and

WHEREAS, the Board of Directors (“Board”) of the District has determined due to the HOP, and in the interest of preserving continued water service to the District’s customers, to impose reasonable and necessary temporary outdoor water use restrictions as set forth below, beginning on October 15, 2020, and continuing until November 30, 2020, unless terminated earlier by the Board or extended by the Board; and

WHEREAS, the Board finds that the imposition of the foregoing restriction 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. Imposition of Temporary Outdoor Water Use Restrictions. The Board hereby imposes the following temporary outdoor water use restrictions, which shall be in effect beginning October 15, 2020, and continuing until November 30, 2020, unless such restrictions are terminated earlier by the Board or extended by the Board.

| <b>Restricted Water Use Activity*</b>                             | <b>Action</b> |
|---|---------------|
| Lawn Watering   | Not Allowed   |
| Residential Vehicle Washing                                       | Not Allowed   |
| Spraying/Washing Impervious Surfaces (Driveways, Sidewalks, Etc.) | Not Allowed   |
| Filling Outdoor Swimming Pools or Water Features                  | Not Allowed   |

\*Activities not listed will not be restricted

2. District Manager Authorization. The Board hereby authorizes and directs the District Manager to implement and otherwise oversee compliance with the foregoing temporary outdoor water restriction.

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

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

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

ADOPTED THIS 12<sup>th</sup> DAY OF OCTOBER, 2020.

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

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

Special Counsel to the District

*Signature page to Resolution Imposing Temporary Outdoor Water Restriction*

**RESOLUTION NO. 20201012-06**

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

**ADOPTING A WATER METER LOCATION 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 Board has previously adopted its “Rules and Regulations” dated November 15, 1999 (the “Rules and Regulations”); and

WHEREAS, Article 8, Paragraph 2 of the Rules and Regulations allows only one water meter per legal description, but does not specify any limitation on the location of the water issued to a legal description; and

WHEREAS, the District’s practice is to require that a water meter must be placed within the legal description it serves; and

WHEREAS, the Board wishes to memorialize its prior and current practice as part of the District official policy; and

WHEREAS, the Board finds that the adoption of the Policy Regarding Meter Location 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 Water Meter Location 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 policy is repealed by the Board.

5. Severability. If any term or provision of the Policy is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the 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 12<sup>th</sup> DAY OF OCTOBER, 2020.

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

---

President

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

Special Counsel to the District

*Signature page to Resolution Adopting a Water Meter Location Policy*

## **EXHIBIT A**

### **NORTH WELD COUNTY WATER DISTRICT**

#### **WATER METER LOCATION POLICY**

- I. Water Meter Location:** All new water meters issued for any new water service, and all water meters proposed to be relocated for existing service, must be located within the legal description to be served by such meter. Notwithstanding the foregoing, to the extent the District determines, in its sole discretion that it is not possible or practical to locate a water meter on the legal description to be served, the District Manager may waive the requirements of this Policy and allow a new water meter or relocated water meter to be installed outside the legal description served. To the extent the District permits a water meter to be located outside the legal description served, the owner shall be required to secure an easement in favor of the District in order to allow the District to maintain such water meter and appurtenances.



## PARTIAL ASSIGNMENT OF UTILITY EASEMENT

This PARTIAL ASSIGNMENT OF UTILITY EASEMENT (the “**Assignment**”), effective as of the 12<sup>th</sup> day of October, 2020 (the “**Effective Date**”), by and between ROY E. SWANSON, JO ANN SWANSON, CLINT A. SWANSON and DAWN M. SWANSON, (“**Assignor**”) and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “**District**” or “**Assignee**”).

### RECITALS

WHEREAS, Assignor has requested a variance from the District’s Water Meter Location Policy dated October 12, 2020 (“**Meter Policy**”) requiring all new water meters to be located on the legal description served by the water meter; and

WHEREAS, the Meter Policy requires the Assignor to secure an easement in favor of the District in order to allow the District access to maintain the District’s service line, water meter and appurtenances (the “**Meter Improvements**”); and

WHEREAS, Assignor and Jay D. Stoner previously entered into that certain Utility Easement, dated January 18, 2002, and recorded in the office of the Clerk and Recorder of Larimer County, Colorado, on June 6, 2002, at Reception No. 2002060004 (the “**Utility Easement**”) attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, Assignor intends to install the Meter Improvements within the “Easement Property” as defined in the Utility Easement, and the District and Assignor intend for the District to maintain the Meter Improvements after final acceptance by the District; and

WHEREAS, Section 8 of each of the Utility Easement provides all terms, covenants, and conditions, shall be binding and inure to the benefit of the parties signing, and their successors and assigns and shall run with the Easement Property; and

WHEREAS, Assignor desires to grant the right to use the Easement Property for (i) ingress and egress, and (ii) use, construct, install, enlarge, add, replace, remove and/or maintain Meter Improvements, in, to, through, over, under and across the Easement Property (the “**Permitted Use**”); and

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

### TERMS AND CONDITIONS

1. Incorporation of Recitals. The Recitals are hereby incorporated into the terms and conditions of this Assignment.

2. Partial Assignment. As of the Effective Date, Assignor hereby assigns to the District a non-exclusive right to use the Easement Property solely for the Permitted Use. The District hereby accepts the foregoing assignment, agrees to be bound by all of the terms of the Utility Easement, and assumes and agrees to perform and discharge any and all liabilities and obligations to be performed by the District under the Utility Easement which arise from the Districts exercise of its rights hereunder.

3. No Release. Nothing in this Assignment shall be interpreted to release Assignor from any duties, covenants, or obligations set forth in the Utility Easement, and shall continue to have responsibility for the performance or non-performance of any covenant or condition contained or contemplated therein.

4. Maintenance of Water Line. Notwithstanding the rights granted to the District in this Assignment, the District shall have no obligation to maintain any improvements within the Easement Property other than the Water Meter Improvements after final acceptance by the District.

5. Indemnification. Assignor shall indemnify and hold harmless the District and its officers, directors, managers, successors and assigns from and against any and all liability, costs, expenses, losses, damages (including reasonable attorneys' fees), inactions, causes of action, suites, controversies, claims, or damages, in law or equity, which result from, or are in any way related to, this Assignment and the use of the Easement Property by the District.

6. Governmental Immunity. Nothing in this Assignment 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.

7. Recordation. This Agreement shall be recorded in the real property records of the County of Larimer, State of Colorado.

8. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, and 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.

*[Signature pages follow]*



DISTRICT:

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

By \_\_\_\_\_  
President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

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

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

### UTILITY EASEMENT

THIS UTILITY EASEMENT (Easement) is made this 18th day of January, 2002, between JAY D. STONER, whose address is 2803 East Harmony Road, Fort Collins, CO 80528 (Grantor), and ROY E. SWANSON, JO ANN SWANSON, CLINT A. SWANSON, and DAWN M. SWANSON (Grantee), whose address is 3030 County Road 63, Alliance NE 69301 (Grantee).

### RECITALS

A. Grantor is the owner of certain real property located in the County of Larimer, State of Colorado, which property is more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (Grantor's Property).

B. Grantee is the owner of certain real property that is adjacent to the Grantor's Property located in Larimer County, Colorado and described on Exhibit A-2 and incorporated herein by reference (Grantee's Property). Grantor has purchased property from Grantee which is also adjacent to Grantee's Property pursuant to a contract whereby Grantor, in consideration of Grantee's conveyance thereof, has agreed to grant Grantee an easement for access to and use of the Grantor's Property for the installation, enlargement, etc., of utilities as more particularly set forth in the "Grant of Easement" provided in paragraph 1. below and for maintaining and repairing the Easement Property (defined below at paragraph 1.) as provided in paragraph 5. below and in a manner consistent with such use.

C. Grantor is willing to grant an easement for such purposes and Grantee is willing to accept the grant of easement for such purposes on the terms and conditions set forth herein.

### AGREEMENT

In consideration of the foregoing, which are incorporated as though fully set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement Property.** Grantor hereby grants to Grantee, a permanent and exclusive easement in, through, under, over and across the Grantor's Property for the installation of utilities, which shall include, but not be limited to, the installation of water, sewer, gas, electricity, telephone, cable of any kind or other utilities (utility easement) over, across, and under the Grantor's Property together with the right of ingress and egress across the utility easement for the purposes of installation, enlargement, addition, replacement, maintenance, repair and other necessary uses in relation to the utility easement. The width of the permanent utility easement shall be twenty (20) feet with an adjacent and parallel temporary easement of twenty (20) feet for the purposes of installation, enlargement, addition, replacement, maintenance, repair and other necessary uses in relation to the utility easement. The area and location of the utility easement over, under, across or upon Grantor's Property shall be as Grantee shall determine.

Return to Dwyer Huddleson & Ray, P.C. (ajh)

Grantor is presently in the process of subdividing Grantor's Property into a subdivision to be known as The Hill (Grantor's Subdivision) and in said subdivision platting, various roads and utility easements along with an emergency access road will be platted (collectively "Platted Easements"). It is the intent of the parties hereto that at such time as Grantor's Property is platted and such Platted Easements are approved by the Larimer County Board of Commissioners or other legally authorizing county agency or department (Larimer County), and the Platted Easements are thereby legally created to Grantee's satisfaction, Grantee will use its best efforts to locate the utility easement in said Platted Easements. If (i) the Final Plat shall include the "20' All Weather Surfaced Emergency Access Road Located Within a 30' Access Easement, also designated as a Drainage and Utility Easement" (Access, Utility Easement) now included on Sheet 5 of 8 on the Final Plat dated 10-22-2001 (10-22 Plat) extending from a point on Taliesin Way road/street in a northwesterly, westerly and southwesterly direction to a point that is N 89° 48' 05" E and 2102.44' from the S 1/4 corner of Section 22, T 8 N, R 68 W, said Access/Utility Easement legally described as on the attached Exhibit A-3; (ii) the Final Plat shall include the Residual Lot B (Non-Buildable) 173.24 Acres-Open Space, Utility, and Drainage Easement now included on Sheet 5 of 8 of the 10-22 Plat (Residual Lot B Utility Easement) and (iii) utilities are installed in a road depicted as Taliesin Way on the 10-22 Plat, then in those events, the utility easement herein granted shall be located along the Access Utility Easement beginning at the connection of the utility to be installed by Grantee with the utility located in Taliesin Way, the permission to so connect by Grantee is hereby granted to Grantee, and proceeding in a northwesterly and westerly direction within the Access Utility Easement to a point, as determined by Grantee, where such utility easement will then proceed in a generally northwesterly direction across The Residual Lot B to a point where it intersects with Grantee's Property. The width of the utility easement will be 30 feet. Until the foregoing shall occur or are completed, Grantee shall have the right and discretion to locate the utility easement elsewhere on Grantor's Property, including the right to connect to utilities in Grantor's Subdivision where Grantor, as developer of Grantor's Subdivision, shall be authorized to connect to existing utilities, and then proceed across Grantor's Subdivision to Grantee's Property. However, in no event shall this easement be across or located upon any platted residential lots or lots containing building envelopes of Grantor's subdivision. The actual location of the Grantee's utility easement granted herein shall be called the "Easement Property."

Except as provided hereafter regarding domestic water line installation, <sup>Swanson</sup> Grantee shall be responsible for any expenses incurred in the excavation of any utility ditches or the installation of the utilities; however, Grantee shall be allowed to lay different utility lines in any excavated utility ditch that Grantee shall excavate in the Easement Property. In regard to any domestic water line that Grantee shall install in the Easement Property, <sup>Stone</sup> Grantor shall pay fees and expenses imposed by North Weld Water District or the water district or municipality furnishing water at the time Grantee installs the domestic water line (Water District) for extending the Water District's lines from the Water District's water lines then installed on Grantor's Property to Grantee's Property. If the Water District imposes any engineering or construction costs for the installation of the domestic water line as herein agreed, they shall be Grantor's sole cost and expense. Notwithstanding the foregoing, Grantee shall pay to Grantor for payment by Grantor to the Water District, the sum of \$6400, representing the Water District's water tap and line fee and Grantor shall, in turn, pay such sum to the Water District when installation of the Water District's waterline to Grantee's Property is requested by Grantee.

Any costs, fees and expenses to be paid by Grantor (collectively, "Grantor's Costs") hereunder shall be paid within 30 days of the date of any invoice therefor sent to the Grantor at its address as stated herein (or such other address that Grantor shall notify Grantee of in writing after the date hereof), whether such invoice be from Grantee or third parties. If the Grantor's Costs are not paid timely, Grantee shall have the right to pay the same and file a lien in the amount thereof against the Grantor's Property as an equitable lien. Such equitable lien may be foreclosed upon Grantor's Property the same as a real estate mortgage may be foreclosed. Grantee shall also be entitled to any attorney's, professional or other expert fees and expenses incurred in relation to paying and/or foreclosure of the Grantor's Costs together with interest on the amount of the lien at the rate of 18 % per annum from the date payment of the amount of the lien was due.

2. **Reserved Rights of Grantor.** Grantor reserves the right to use the Easement Property in any manner consistent with the rights of Grantee under this Easement.

3. **Warranties of Grantor.** Grantor warrants, covenants, grants, bargains and agrees that it is seized of its fee interest in the Easement Property and has good title, in fee simple, and the right, power and lawful authority to grant, bargain, sell and convey the same in the manner and form set forth in this Easement, and that the same are free and clear from all former encumbrances and restrictions.

4. **Disturbance or Damage to Easement Property.** All work performed by either party or their respective employees, contractors, subcontractors or its agents (collectively, "Agents") in, on, through or under the Easement Property in connection with the maintenance or repair of the Easement Property shall be conducted using commercially best efforts so as to minimize disturbance to the Easement Property and Grantor's adjacent property and as to avoid interference with each party's rights for use of the Easement Property, and Grantor's use of Grantor's adjacent property. In the event of any such disturbance which materially disrupts use of the Easement Property or use of Grantor's adjacent property and/or the operation of any business thereon, then upon verbal notice thereof from the party complaining of such disturbance, the other party shall immediately cease any disturbance to the extent it is reasonably feasible to do so, and, in the event that immediate cessation is not reasonably feasible, will cease such disturbance as soon as is reasonably practicable.

5. **Maintenance and Improvements.** Grantee shall maintain the Easement Property in good condition and shall repair, promptly, in a good and workmanlike manner any damage to the Easement Property or Grantor's adjacent property (or any part thereof), or any improvements thereon, caused in whole or in part by the use of the Easement Property by Grantee or their Agents, or as a result of the exercise of any rights under this Easement. Upon completion of any such work, Grantee shall promptly restore the Easement Property to its prior condition.

6. **Assumption of Risk.** Grantee and its Agents hereby assume any risk involved with respect to the purpose for which this Easement is granted, and do hereby release and discharge Grantor and its officers, directors, shareholders, agents, employees and representatives from any liability for loss, damage or injury incurred by them arising out of the entry or presence upon the Easement Property or activities pursuant to this Easement by Grantee or its Agents.

7. **Indemnity; No Liens.** Except for Grantor's obligations relating to the Grantor's Costs, each party shall indemnify, assume the defense of and hold free and harmless the other party and its officers, directors, members, managers, shareholders, agents, employees and other representatives from any and all obligations, liabilities, claims, demands, loss, damage, injury, suit, causes of action, costs and expenses (including, without limitation, attorneys' fees) whatsoever in any way relating to or arising out of the activities of the indemnifying party or its Agents or other representatives on the Easement Property under this Easement. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Property or any adjacent property owned by Grantor with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or their Agents pursuant to this Easement.

8. **Successors and Assigns; Runs with the Land.** This Easement and all the terms, covenants and conditions shall be binding on and inure to the benefit of the parties signing, and their successors and assigns and shall run with the Easement Property and the Grantee's Property.

9. **Notices.** Whenever any notice, demand or request is required or permitted under this Easement, such notice, demand or request shall be in writing, shall be deemed to have been properly given or served when sent by facsimile message to the number shown below, or delivered in person to the proper party, or when deposited in the United States mail with adequate postage prepaid, sent by registered or certified mail (return receipt requested), or by any guaranteed overnight delivery service, to the addresses set forth beneath the signatures of the parties below, or such other addresses as are specified in written notice given in accordance with the terms hereof.

10. **Entire Agreement; Severability.** This Easement contains the entire agreement of the parties with regard to its subject matter, and supersedes and preempts any prior understandings, agreements or representations between the parties, written or oral, which may have been related to the subject matter hereof in any way. Without limiting the generality of the foregoing, the parties acknowledge that this Easement supersedes any claim that a party may have to any easement by prescription or by any means other than a recorded instrument executed by the party charged therewith or its successor in interest, and all such claims are hereby waived. The unenforceability of any provision of this Easement will not affect the validity or enforceability of any other provision of this Easement.

11. **Recording; Governing Law.** This Easement shall be recorded in the real property records of Larimer County, Colorado. This Easement shall be governed by the laws of the State of Colorado.

12. **Authority.** Each party warrants that it has full right and authority to enter into this Easement and perform its obligations under this Easement.

13. **Amendment.** This Easement may not be modified or amended except by written agreement signed by both parties.

14. **Attorney Fees.** In the event that any litigation ensues in connection with this Easement, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees, as well as all other costs and expenses of litigation, from the other party.

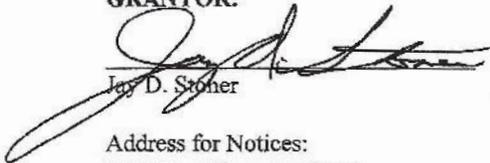
15. **Paragraph Headings.** The paragraph headings used in this Easement are for convenience only and may not be considered in construing the meaning of any provision of this Easement.

16. **Further Assurances.** Each of the parties hereto hereby agrees for itself and its successors and assigns that it will execute such documents in recordable form as may be necessary to effectuate the provisions of this Easement. Without limiting the generality of the foregoing, Grantor expressly agrees to execute any documents required by any governmental or quasi-governmental authority having jurisdiction over the Easement Property (collectively, the "Governmental Authority") in order for such Governmental Authority to issue any necessary permits for use or maintenance of the Easement Property in compliance with Laws as provided herein.

17. **Counterpart Signatures and Acknowledgments.** This Easement may be executed and recorded with counterpart signatures and acknowledgments.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement to be effective for all purposes as of the day and year first above written.

**GRANTOR:**



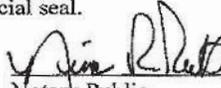
Jay D. Stoner

Address for Notices:  
2803 East Harmony Road  
Fort Collins, CO 80528  
Fax: (970) 568-9434  
Attn: Jay D. Stoner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

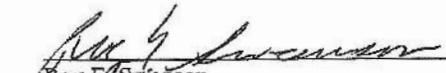
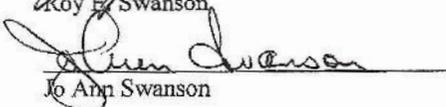
The foregoing instrument was acknowledged before me this 18th day of January, 2002, by Jay D. Stoner.

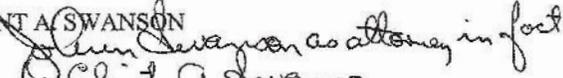
WITNESS my hand and official seal.

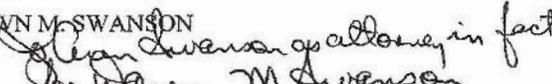
  
Notary Public  
My commission expires: October 20, 2005

CLERKS NOTE  
LIGHT NOTARY SEAL

**GRANTEE:**

  
Roy E. Swanson  
  
Jo Ann Swanson

CLINT A. SWANSON  
By:   
Jo Ann Swanson, Attorney-in-Fact

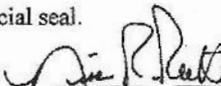
DAWN M. SWANSON  
By:   
Jo Ann Swanson, Attorney-in-Fact

Address for Notices:  
3030 County Road 63  
Alliance NE 69301  
Fax: (308) 762-6839  
Attn: Roy E. and Jo Ann Swanson

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 18th day of January, 2002, by Roy E. Swanson and Jo Ann Swanson.

WITNESS my hand and official seal.

  
Notary Public  
My commission expires: October 20, 2005

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 18th day of January, 2002,  
by Jo Ann Swanson as Attorney-in-fact for Clint A. Swanson and Dawn M. Swanson.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires: October 20, 2005

EXHIBIT A-1

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

A TRACT OF LAND SITUATE IN THE WEST HALF OF SECTION 23, THE EAST HALF OF SECTION 22, AND SECTION 26, T8N, R68W, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT BEING MARKED BY A 3" ALUMINUM CAP STAMPED PLS 10734, AND ASSUMING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO BEAR S89°31'40"E (EAST END OF SAID LINE BEING MARKED BY A 2 1/2" ALUMINUM CAP STAMPED PLS 31169) WITH ALL OTHER BEARINGS RELATIVE THERETO:

THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 23, S89°31'40"E, 820.07 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID NORTHERLY LINE, S89°31'40"E, 1778.15 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23;  
THENCE S00°19'35"W, 116.40 FEET;  
THENCE S42°15'43"W, 1155.66 FEET;  
THENCE S15°19'38"W, 311.46 FEET;  
THENCE S63°04'58"E, 327.40 FEET;  
THENCE S32°40'58"E, 819.10 FEET;  
THENCE S12°16'58"E, 555.70 FEET;  
THENCE S12°41'02"W, 597.20 FEET;  
THENCE S48°25'02"W, 411.10 FEET;  
THENCE S09°38'02"W, 1112.10 FEET;  
THENCE S31°45'58"E, 460.50 FEET;  
THENCE S44°09'02"W, 178.40 FEET;  
THENCE S13°13'58"E, 462.90 FEET;  
THENCE S40°46'58"E, 742.90 FEET;  
THENCE S09°39'02"W, 432.90 FEET;  
THENCE S53°41'58"E, 1135.80 FEET;  
THENCE S46°10'58"E, 379.40 FEET;  
THENCE S65°19'58"E, 492.60 FEET;  
THENCE S34°26'58"E, 834.40 FEET;  
THENCE S55°26'58"E, 595.13 FEET;  
THENCE S00°01'17"E, 1850.74 FEET TO THE SOUTHEAST CORNER OF SECTION 26, T8N, R68W;  
THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, N89°30'39"W, 2390.23  
THENCE N00°28'03"E, 169.52 FEET;  
THENCE N01°11'08"W, 631.26 FEET;  
THENCE N89°52'07"E, 82.32 FEET;  
THENCE N33°51'15"W, 150.82 FEET;  
THENCE N89°59'05"W, 29.76 FEET;  
THENCE N33°31'58"W, 1390.77 FEET;  
THENCE N29°36'31"E, 12.52 FEET;  
THENCE N70°14'17"E, 200.72 FEET;  
THENCE N83°26'35"E, 275.56 FEET;

THENCE N01°29'20"W, 461.15 FEET;  
THENCE N02°36'34"W, 691.99 FEET;  
THENCE N30°11'02"W, 621.79 FEET;  
THENCE N44°45'46"W, 198.71 FEET;  
THENCE N63°26'23"W, 793.31 FEET;  
THENCE N39°20'56"W, 439.41 FEET;  
THENCE N34°34'40"W, 321.53 FEET;  
THENCE N16°21'16"W, 98.14 FEET;  
THENCE N01°38'49"W, 211.38 FEET TO THE NORTHERLY LINE OF THE  
NORTHWEST QUARTER OF SAID SECTION 26;  
THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID  
SECTION 26, N89°41'31"W, 819.71 FEET TO THE NORTHWEST CORNER OF SAID  
SECTION 26;  
THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF  
SECTION 22, S89°48'05"W, 445.36 FEET;  
THENCE N24°25'52"E, 654.36 FEET;  
THENCE S89°27'01"E, 180.41 FEET;  
THENCE ALONG THE WESTERLY LINE OF SECTION 23 N00°32'59"E, 710.33 FEET;  
THENCE S89°58'56"W, 303.80 FEET;  
THENCE N28°45'30"W, 206.79 FEET;  
THENCE N01°44'45"E, 132.38 FEET;  
THENCE N28°27'41"E, 276.23 FEET;  
THENCE N03°07'14"E, 188.27 FEET;  
THENCE N16°54'56"E, 215.34 FEET;  
THENCE N04°25'29"W, 276.29 FEET;  
THENCE N44°02'56"E, 152.87 FEET;  
THENCE N31°29'43"E, 161.93 FEET;  
THENCE N03°31'00"W, 480.49 FEET;  
THENCE N09°51'00"W, 286.01 FEET;  
THENCE N01°52'00"W, 138.56 FEET;  
THENCE N17°59'00"E, 283.22 FEET;  
THENCE N03°11'00"E, 209.86 FEET;  
THENCE N00°43'30"W, 262.04 FEET;  
THENCE N25°38'00"E, 99.80 FEET;  
THENCE ALONG SAID WESTERLY LINE OF SECTION 23, N00°32'59"E, 105.24  
FEET;  
THENCE N66°39'49"E, 285.47 FEET;  
THENCE N76°19'49"E, 326.00 FEET;  
THENCE N79°18'49"E, 247.81 FEET;  
THENCE N00°32'49"E, 431.17 FEET TO THE POINT OF BEGINNING.

County of Larimer, State of Colorado.

EXHIBIT A-2

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

SWANSON RETAINED 10 ACRE PARCEL

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, T8N, R68W OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN; COUNTY OF LARIMER, STATE OF COLORADO; BEING THE "SWANSON PARCEL" OF THE SWANSON/STONER BOUNDARY LINE ADJUSTMENT PLAT FILED IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22 AND CONSIDERING THE EAST LINE OF SAID SECTION 22 AS BEARING N00°32'59"E, AS SHOWN ON THE LAND SURVEY PLAT RECORDED APRIL 18, 2000 AT RECEPTION NO. 2000024897, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 22, S89°48'05"W, 445.36 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, S89°48'05"W, 95.19 FEET;  
THENCE N03°42'45"E, 186.78 FEET;  
THENCE N04°22'14"W, 300.43 FEET;  
THENCE N23°35'49"E, 219.52 FEET;  
THENCE N01°46'44"E, 410.65 FEET;  
THENCE N67°46'22"E, 195.68 FEET;  
THENCE N01°09'30"E, 90.12 FEET;  
THENCE N28°45'30"W, 48.91 FEET;  
THENCE N89°58'56"E, 303.80 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22;  
THENCE ALONG SAID EAST LINE, S00°32'59"W, 710.33 FEET;  
THENCE N89°27'01"W, 180.41 FEET;  
THENCE S24°25'52"W, 654.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-3

LEGAL DESCRIPTION OF UTILITY EASEMENT

A 30 FOOT WIDE EMERGENCY ACCESS, DRAINAGE, AND UTILITY EASEMENT SITUATE IN THE SOUTHEAST QUARTER OF SECTION 22, THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22, AND CONSIDERING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 AS BEARING S89°48'05"W WITH ALL OTHER BEARINGS RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, S89°48'05"W, 407.17 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE N66°40'22"E, 282.84 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 61.88 FEET, A CENTRAL ANGLE OF 23°38'06", AND A CHORD WHICH BEARS N78°29'25"E, 61.44 FEET;

THENCE S89°41'31"E, 931.81 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 124.65 FEET, A CENTRAL ANGLE OF 47°36'46", AND A CHORD WHICH BEARS S65°53'09"E, 121.09 FEET;

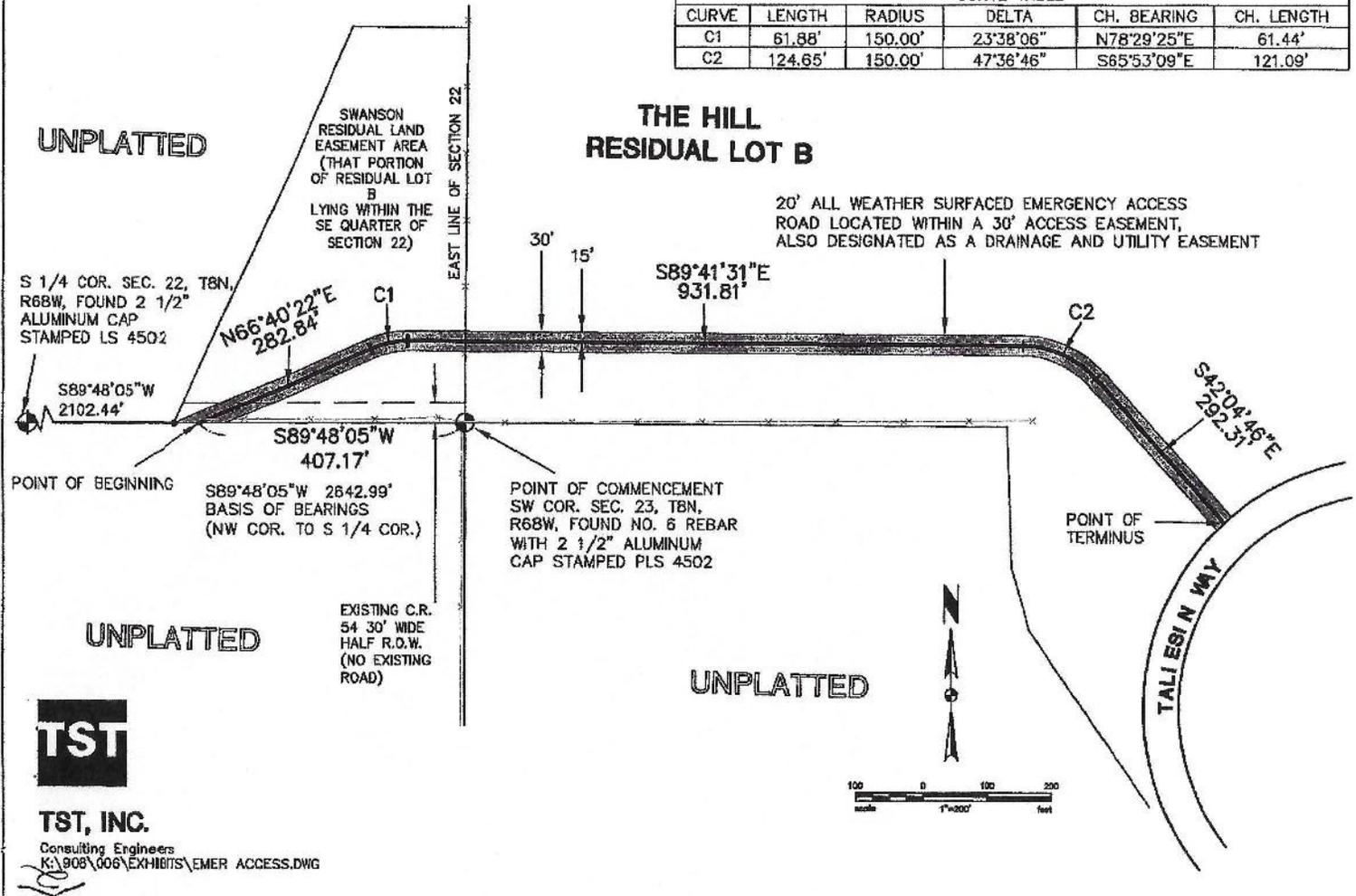
THENCE S42°04'46"E, 292.31 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

IT IS THE INTENT OF THIS LEGAL DESCRIPTION THAT THE SIDE LINES OF THE DESCRIBED STRIP OF LAND BE LENGTHENED OR FORESHORTENED TO END ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 22, AND THE NORTHERLY RIGHT-OF-WAY LINE OF TALIESIN WAY OF THE HILL CONSERVATION DEVELOPMENT.

County of Larimer, State of Colorado

# EXHIBIT A-3

| CURVE TABLE |         |         |           |             |            |
|-------------|---------|---------|-----------|-------------|------------|
| CURVE       | LENGTH  | RADIUS  | DELTA     | CH. BEARING | CH. LENGTH |
| C1          | 61.88'  | 150.00' | 23°38'06" | N78°29'25"E | 61.44'     |
| C2          | 124.65' | 150.00' | 47°36'46" | S65°53'09"E | 121.09'    |



**TST, INC.**  
 Consulting Engineers  
 K:\908\006\EXHIBITS\EMER ACCESS.DWG

## Cameron Peak Fire Update Monday, October 5, 2020

**Northwest Incident Management Team 6**  
**Shawn Sheldon, Incident Commander**  
**Shane Theall & Ken Paul, Deputy Incident Commanders**

### Firefighters Prepare for a Challenge

**Current Situation:** Most lines held Sunday and during Monday's early morning hours. The fire spotted across the northern line in at least one location – near the 333A road -- and firefighters are attacking that spot this morning while holding mostly defensive positions around the rest of the fire. The Red Flag Warning continues through Monday until 7:00 p.m. The Fire Behavior Analyst predicts potentially extreme fire conditions with the expected weather and condition of forest fuels.

Today's instructions to crews are to secure and hold lines, mop up where possible, and initiate defensive burnout operations if necessary. Top priority for aircraft if not restricted due to wind conditions is the north line followed by preventative drops to cool fire areas west-northwest of Comanche Reservoir. Engines and crews will be monitoring and defending structures at risk. The areas to the northeast of the fire will be heavily patrolled, as will the Highway 14 corridor.

**Weather Conditions:** The Red Flag Weather Warning that began Sunday at 9:00 p.m. will remain in effect until 7:00 p.m. Monday night. Monday should be mostly sunny with highs 62-70°F. Relative humidity will be low at 11% to 15%. Winds will shift direction but continue to blow through the day 30-40 mph with gusts to 50 mph possible. Valleys will mostly be sheltered from the winds in the morning. Tuesday is expected to be calmer with winds around 10 mph and gusts to 20 mph. Tuesday through Thursday will continue very dry with highs 65-70°F.

Crews worked around the perimeter on Sunday securing firelines in preparation for the predicted wind event. Fire activity increased slightly during the day burning pockets of fuel in the interior, along the perimeter west of Comanche Reservoir to Brown's Lake, and in the southwest corner near Corral Creek. Aviation resources assisted crews in holding these areas and fire movement was minimal before nightfall. With the Red Flag Warning wind event expected overnight, some daytime firefighters were designated as a surge force and prepared to join those on the nightshift, if the need arose. The wind gusted to 46 mph and challenged the containment lines especially on the north and in the green space west of Comanche Reservoir. Surge firefighters were not needed overnight.

**Temporary Flight Restrictions (TFR):** It is illegal to operate a drone in the fire area. Wildfires are a No Drone Zone. If you fly, we can't. Whenever a drone is spotted near the fire all aircraft are grounded until we are sure the drone is clear of the area. The use of drones is always prohibited in national parks. For more information please visit <http://knowbeforeyoufly.org>.



### Cameron Peak Fire Statistics:

**Size:** 126,251 acres  
**Containment:** 42%  
**Total Personnel:** 937  
**Location:** 2 mi SW of Red Feather Lakes, CO  
**Reported:** August 13  
**Cause:** Under investigation

**Fire Information:** (970) 541-1008  
7 a.m. to 8 p.m.

**Media Inquiries:** (970) 541-0563  
**Joint Info Center:** (970) 980-2500  
8 a.m. to 8 p.m.

### InciWeb:

<https://inciweb.nwcg.gov/incident/6964/>

### Facebook:

<https://www.facebook.com/CameronPeakFire>

### Interactive Story Map:

<https://arcg.is/1ayXeD0>

### Smoke Update:

<https://tinyurl.com/y2dua06r>

### YouTube:

<https://tinyurl.com/cameronpeakfire>

### Closures and Evacuations:

Larimer County evacuations and road closures: <https://nocoalert.org>  
Arapaho and Roosevelt National Forests fire closure area:

<https://www.fs.usda.gov/alerts/arp/alerts-notices/?aid=60887>

Rocky Mountain National Park closures: <https://www.nps.gov/romo/learn/fire-information-and-regulations.htm>

### Fire Restrictions:

Canyon Lakes Ranger District, Stage 2: [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd801392.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd801392.pdf)

Rocky Mountain National Park, no fires: <https://www.nps.gov/romo/learn/fire-information-and-regulations.htm>

Larimer County ban until October 31: <https://tinyurl.com/y332jsoy>

# Public Information Cameron Peak

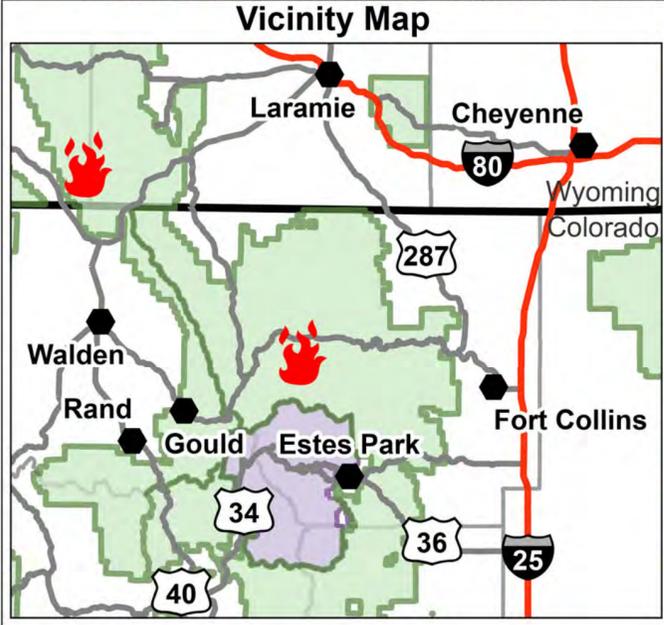
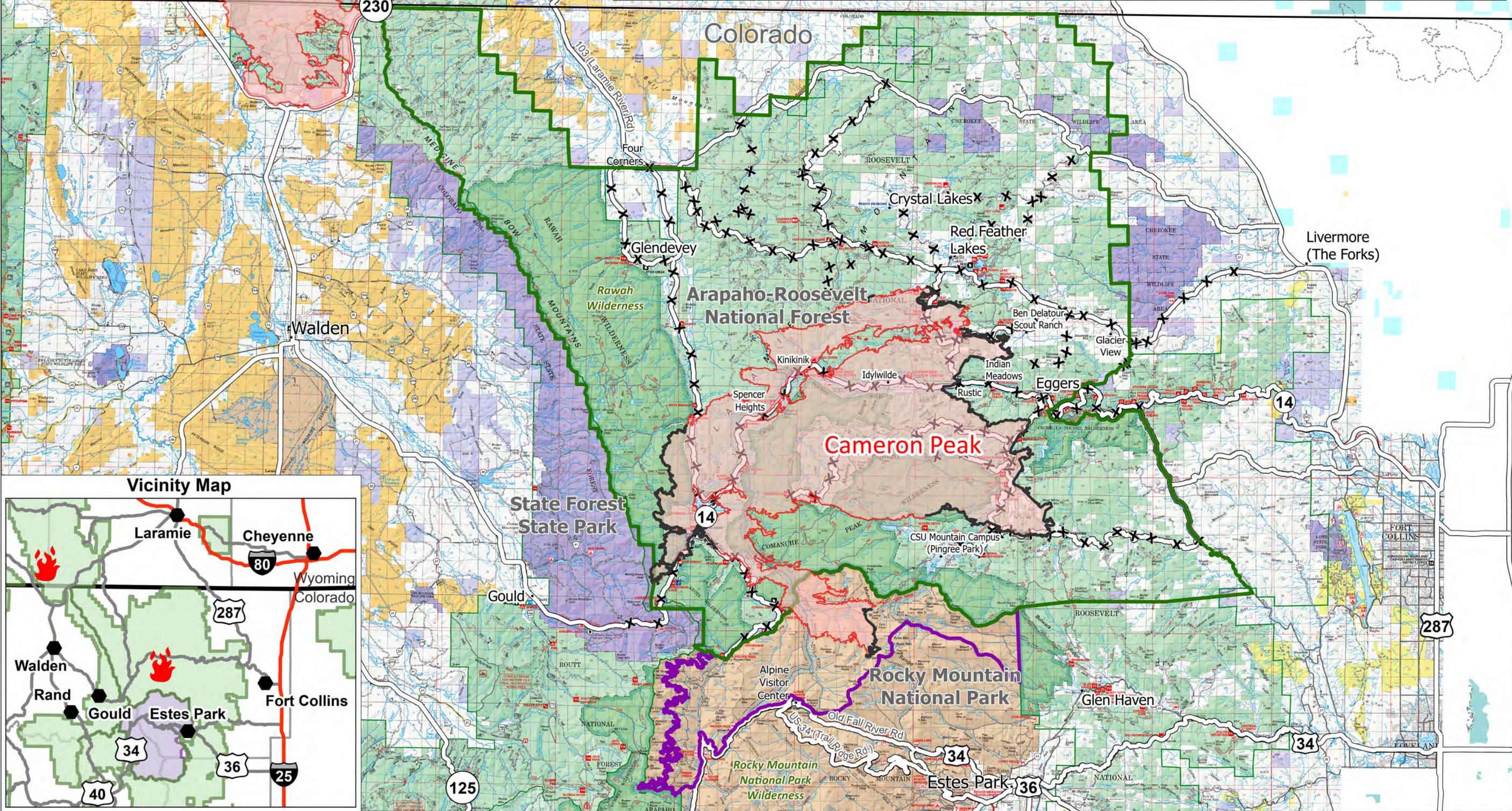
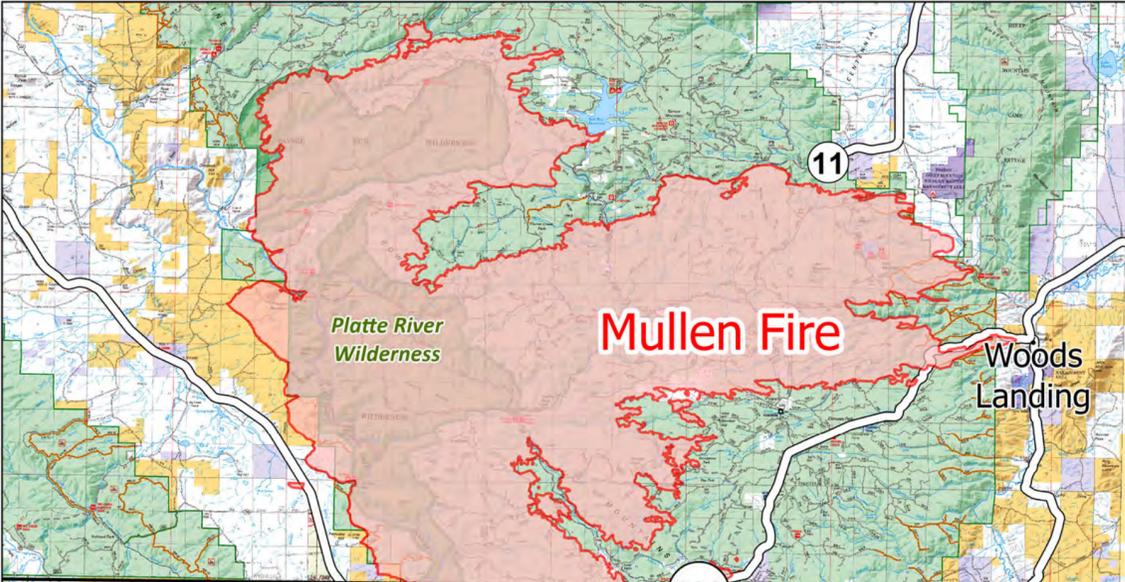
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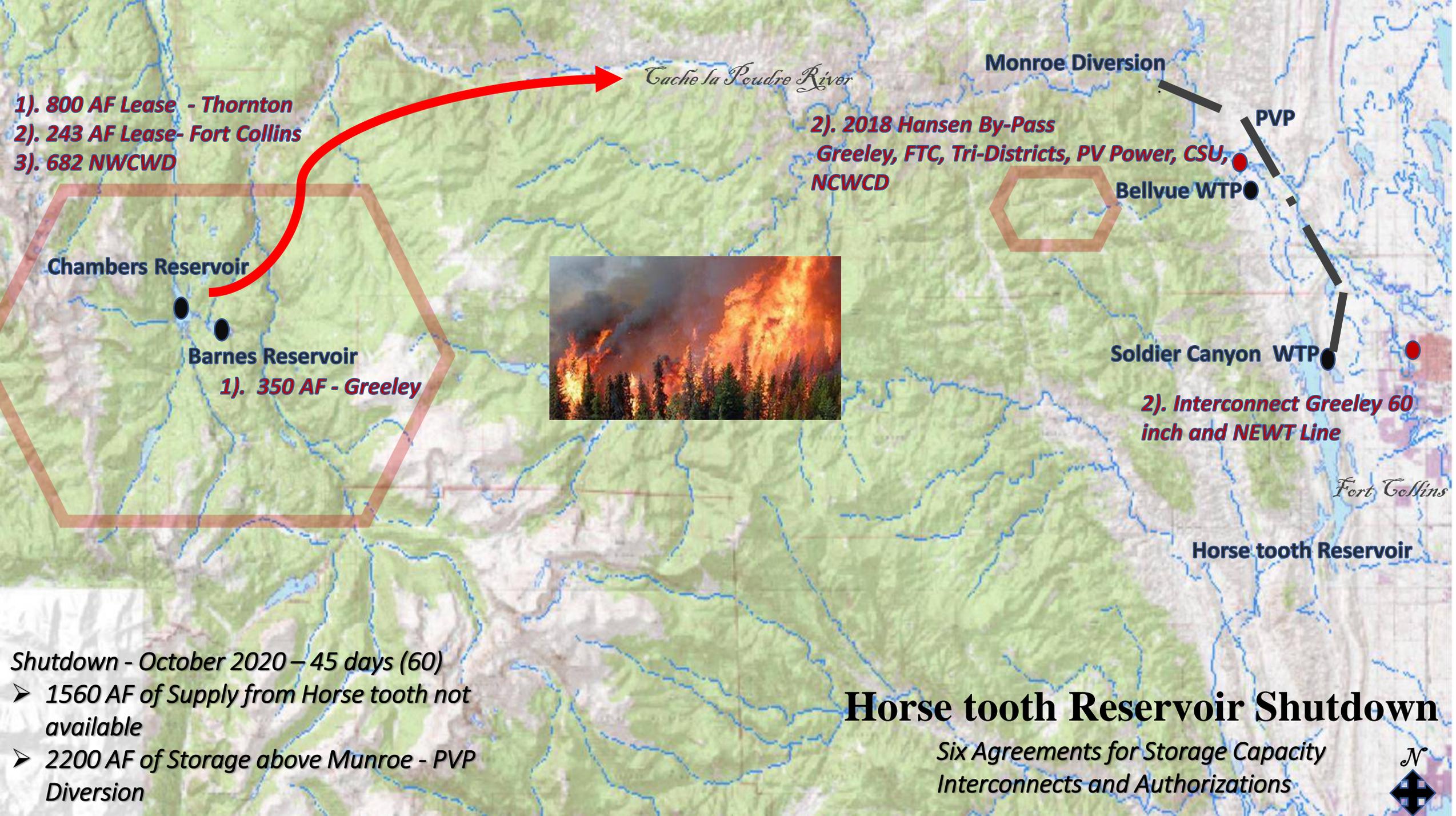
10/5/2020

Cameron Peak Fire - 126,251 acres

Mullen Fire - 140,140 acres

- Wildfire Daily Fire Perimeter
- Contained Line - Cameron Peak Fire
- National Forest Closure Area, 9/30/20
- National Park Closure Area, 9/6/20
- x Road Closure
- Primary Route
- Trail





- 1). 800 AF Lease - Thornton
- 2). 243 AF Lease- Fort Collins
- 3). 682 NWCWD

Barnes Reservoir  
1). 350 AF - Greeley

- 2). 2018 Hansen By-Pass  
Greeley, FTC, Tri-Districts, PV Power, CSU, NCWCD

- 2). Interconnect Greeley 60 inch and NEWT Line

Shutdown - October 2020 – 45 days (60)  
➤ 1560 AF of Supply from Horse tooth not available  
➤ 2200 AF of Storage above Munroe - PVP Diversion

# Horse tooth Reservoir Shutdown

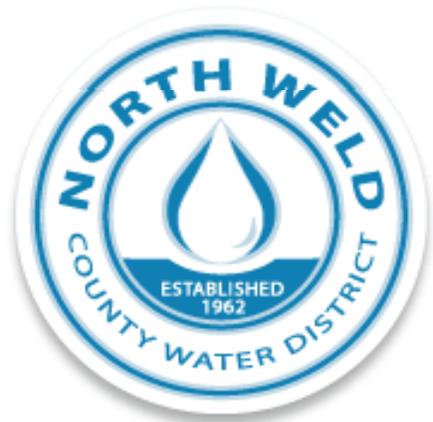
Six Agreements for Storage Capacity Interconnects and Authorizations



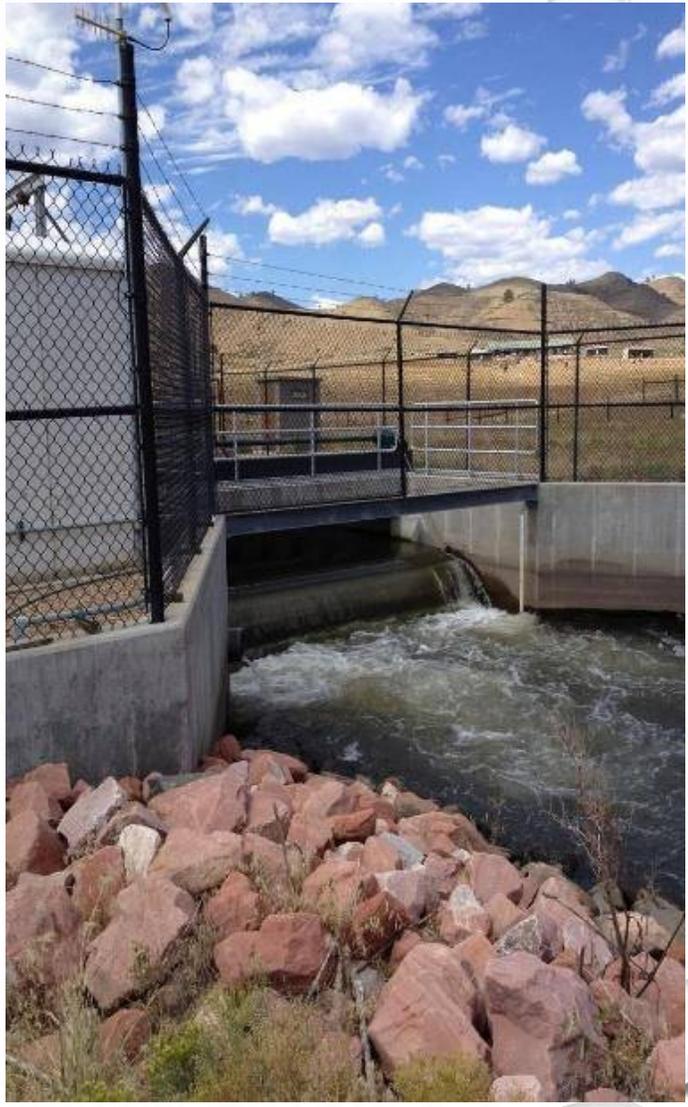




# Preliminary Budget Report 2021



**North Weld County Water District  
Board Meeting  
October 12, 2020**



## 2020 Forecast to 2020 Budget and Preliminary 2021 Budget

|  | 2018 Actuals         | 2019 Budget          | 2019 Actuals         | 2020 Budget          | 2020 Forecast        | 2021 Budget          |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Revenues</b>                                    |                      |                      |                      |                      |                      |                      |
| Total Operating Revenue                            | \$ 10,869,766        | \$ 12,811,932        | \$ 11,552,392        | \$ 14,448,418        | \$ 15,537,177        | \$ 15,212,469        |
| Debt Proceeds                                      |                      | \$ 16,943,254        | \$ 16,160,000        |                      |                      |                      |
| Total Non-Operating Revenue                        | \$ 151,030           | \$ 269,485           | \$ 486,594           | \$ 272,267           | \$ 175,000           | \$ 275,105           |
| Total Contributions                                | \$ 12,996,454        | \$ 5,760,983         | \$ 21,695,259        | \$ 4,868,703         | \$ 7,076,783         | \$ 4,324,533         |
| <b>Total Revenues</b>                              | <b>\$ 24,075,459</b> | <b>\$ 35,785,654</b> | <b>\$ 49,894,245</b> | <b>\$ 19,589,388</b> | <b>\$ 22,822,565</b> | <b>\$ 19,812,107</b> |
| <b>Expenditures</b>                                |                      |                      |                      |                      |                      |                      |
| Administrative                                     | \$ 1,547,534         | \$ 1,615,554         | \$ 1,813,333         | \$ 1,702,278         | \$ 1,879,714         | \$ 1,736,324         |
| Operational  | \$ 5,335,071         | \$ 4,667,837         | \$ 3,976,198         | \$ 4,613,762         | \$ 4,587,229         | \$ 5,089,792         |
| Debt Service                                       | \$ 2,169,840         | \$ 2,513,565         | \$ 2,513,565         | \$ 2,568,565         | \$ 2,568,565         | \$ 3,217,565         |
| Capital Improvements                               | \$ 11,311,718        | \$ 21,187,521        | \$ 16,645,434        | \$ 21,552,448        | \$ 30,444,248        | \$ 16,042,982        |
| <b>Total Expenditures</b>                          | <b>\$ 20,478,892</b> | <b>\$ 29,984,477</b> | <b>\$ 24,948,530</b> | <b>\$ 30,437,053</b> | <b>\$ 39,479,756</b> | <b>\$ 26,086,662</b> |
| Earnings   | \$ 3,596,567         | \$ 5,801,177         | \$ 24,945,715        | \$ (10,847,665)      | \$ (16,657,191)      | \$ (6,274,555)       |
| Funds Available (carry over prior to depreciation) | \$ 19,158,334        | \$ 24,209,511        | \$ 43,354,049        | \$ 15,970,147        | \$ 25,916,558        | \$ 18,846,097        |
| <b>Depreciation</b>                                | <b>\$ 750,000</b>    | <b>\$ 765,000</b>    | <b>\$ 780,300</b>    | <b>\$ 795,906</b>    | <b>\$ 795,906</b>    | <b>\$ 811,824</b>    |
| Funds Available (carry over)                       | \$ 18,408,334        | \$ 23,444,511        | \$ 42,573,749        | \$ 15,174,241        | \$ 25,120,652        | \$ 18,034,273        |
| <b>Reserve Fund -\$7 million</b>                   | <b>\$ 7,000,000</b>  |
| <b>Reserve Fund +/-</b>                            | <b>\$ 11,408,334</b> | <b>\$ 16,444,511</b> | <b>\$ 35,573,749</b> | <b>\$ 8,174,241</b>  | <b>\$ 18,120,652</b> | <b>\$ 11,034,273</b> |
| <b>Depreciation Reserve Fund</b>                   | <b>\$ 750,000</b>    | <b>\$ 1,530,000</b>  | <b>\$ 1,530,000</b>  | <b>\$ 2,325,600</b>  | <b>\$ 2,325,600</b>  | <b>\$ 3,137,112</b>  |

## 2021 Revenue Budget



### Revenue Drivers

#### Proposed 4 % Rate Increase

1. Flat Rate – COS Proposed for 2022
2. Maintain Current Reserve Fund
3. Proposed Newt III Bond Issuance
4. 10 Year CIP Program

#### Contribution Revenue

#### Conservative Growth Rates

#### Bond Payout – 2023

#### Carry Over Funds– 2019

### Rate Drivers – Expenses for Replacement and O&M

#### Newt III Pipeline Project – Design and Permit

#### Tank Designs and Construction - Tanks 7

#### Eaton Pipeline Phase 2

#### Tank 1 16- inch Transmission Line Upsize

#### 24-inch Replacement – Phase 2

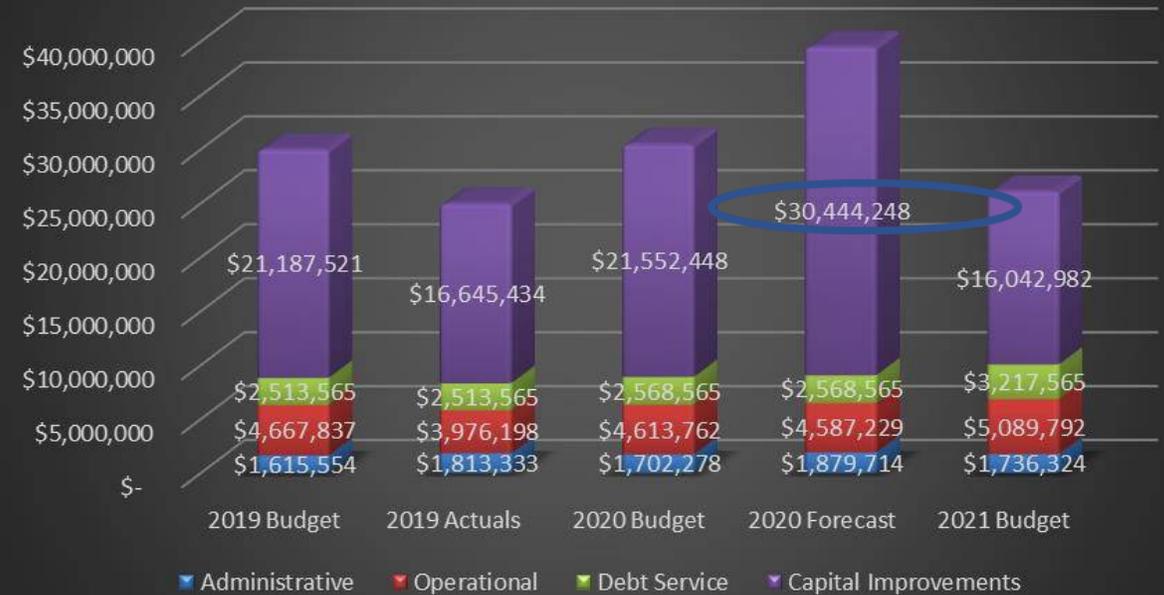
#### Tank Rehabilitation Project

#### Water Acquisition

#### NEWT III – Bond Issuance

#### Increase in SCWTA Rates for CIP

## 2020 Expense Budget



**Five Year Forecast**

| North Weld County Water District                   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|  |                      |                      |                      |                      |                      |                      | Budgets              |                      |                      |                      |
|  | 2018 Actuals         | 2019 Budget          | 2019 Actuals         | 2020 Budget          | 2020 Forecast        | 2021 Budget          | 2022                 | 2023                 | 2024                 | 2025                 |
| <b>Revenues</b>                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Total Operating Revenue                            | \$ 10,869,766        | \$ 12,811,932        | \$ 11,552,392        | \$ 14,448,418        | \$ 15,537,177        | \$ 15,212,469        | \$ 16,014,553        | \$ 16,856,490        | \$ 17,740,187        | \$ 18,667,637        |
| Debt Proceeds                                      |                      | \$ 16,943,254        | \$ 16,160,000        |                      |                      |                      |                      |                      |                      |                      |
| Total Non-Operating Revenue                        | \$ 151,030           | \$ 269,485           | \$ 486,594           | \$ 272,267           | \$ 175,000           | \$ 275,105           | \$ 277,999           | \$ 280,951           | \$ 283,963           | \$ 287,034           |
| Total Contributions                                | \$ 12,996,454        | \$ 5,760,983         | \$ 21,695,259        | \$ 4,868,703         | \$ 7,076,783         | \$ 4,324,533         | \$ 4,349,024         | \$ 4,374,004         | \$ 4,399,484         | \$ 4,425,474         |
| <b>Total Revenues</b>                              | <b>\$ 24,075,459</b> | <b>\$ 35,785,654</b> | <b>\$ 49,894,245</b> | <b>\$ 19,589,388</b> | <b>\$ 22,822,565</b> | <b>\$ 19,812,107</b> | <b>\$ 20,641,576</b> | <b>\$ 21,511,446</b> | <b>\$ 22,423,634</b> | <b>\$ 23,380,145</b> |
| <b>Expenditures</b>                                |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Administrative                                     | \$ 1,547,534         | \$ 1,615,554         | \$ 1,813,333         | \$ 1,702,278         | \$ 1,879,714         | \$ 1,736,324         | \$ 1,771,050         | \$ 1,806,471         | \$ 1,842,600         | \$ 1,879,452         |
| Operational  | \$ 5,335,071         | \$ 4,667,837         | \$ 3,976,198         | \$ 4,613,762         | \$ 4,587,229         | \$ 5,089,792         | \$ 5,287,934         | \$ 5,371,546         | \$ 5,497,149         | \$ 5,585,932         |
| Debt Service                                       | \$ 2,169,840         | \$ 2,513,565         | \$ 2,513,565         | \$ 2,568,565         | \$ 2,568,565         | \$ 3,217,565         | \$ 3,277,565         | \$ 3,337,565         | \$ 2,978,565         | \$ 2,978,565         |
| Capital Improvements                               | \$ 11,311,718        | \$ 21,187,521        | \$ 16,645,434        | \$ 21,552,448        | \$ 30,444,248        | \$ 16,042,982        | \$ 14,051,504        | \$ 14,662,220        | \$ 12,023,150        | \$ 13,134,299        |
| <b>Total Expenditures</b>                          | <b>\$ 20,478,892</b> | <b>\$ 29,984,477</b> | <b>\$ 24,948,530</b> | <b>\$ 30,437,053</b> | <b>\$ 39,479,756</b> | <b>\$ 26,086,662</b> | <b>\$ 24,388,053</b> | <b>\$ 25,177,802</b> | <b>\$ 22,341,465</b> | <b>\$ 23,578,249</b> |
| Earnings   | \$ 3,596,567         | \$ 5,801,177         | \$ 24,945,715        | \$ (10,847,665)      | \$ (16,657,191)      | \$ (6,274,555)       | \$ (3,746,477)       | \$ (3,666,356)       | \$ 82,169            | \$ (198,104)         |
| Funds Available (carry over prior to depreciation) | \$ 19,158,334        | \$ 24,209,511        | \$ 43,354,049        | \$ 15,970,147        | \$ 25,916,558        | \$ 18,846,097        | \$ 14,287,796        | \$ 9,793,380         | \$ 9,030,927         | \$ 7,971,309         |
| <b>Depreciation</b>                                | <b>\$ 750,000</b>    | <b>\$ 765,000</b>    | <b>\$ 780,300</b>    | <b>\$ 795,906</b>    | <b>\$ 795,906</b>    | <b>\$ 811,824</b>    | <b>\$ 828,061</b>    | <b>\$ 844,622</b>    | <b>\$ 861,514</b>    | <b>\$ 878,745</b>    |
| Funds Available (carry over)                       | \$ 18,408,334        | \$ 23,444,511        | \$ 42,573,749        | \$ 15,174,241        | \$ 25,120,652        | \$ 18,034,273        | \$ 13,459,735        | \$ 8,948,758         | \$ 8,169,413         | \$ 7,092,564         |
| <b>Reserve Fund -\$7 million</b>                   | <b>\$ 7,000,000</b>  |
| <b>Reserve Fund +/-</b>                            | <b>\$ 11,408,334</b> | <b>\$ 16,444,511</b> | <b>\$ 35,573,749</b> | <b>\$ 8,174,241</b>  | <b>\$ 18,120,652</b> | <b>\$ 11,034,273</b> | <b>\$ 6,459,735</b>  | <b>\$ 1,948,758</b>  | <b>\$ 1,169,413</b>  | <b>\$ 92,564</b>     |
| <b>Depreciation Reserve Fund</b>                   | <b>\$ 750,000</b>    | <b>\$ 1,530,000</b>  | <b>\$ 1,530,000</b>  | <b>\$ 2,325,600</b>  | <b>\$ 2,325,600</b>  | <b>\$ 3,137,112</b>  | <b>\$ 3,964,854</b>  | <b>\$ 4,809,151</b>  | <b>\$ 5,670,334</b>  | <b>\$ 6,548,741</b>  |

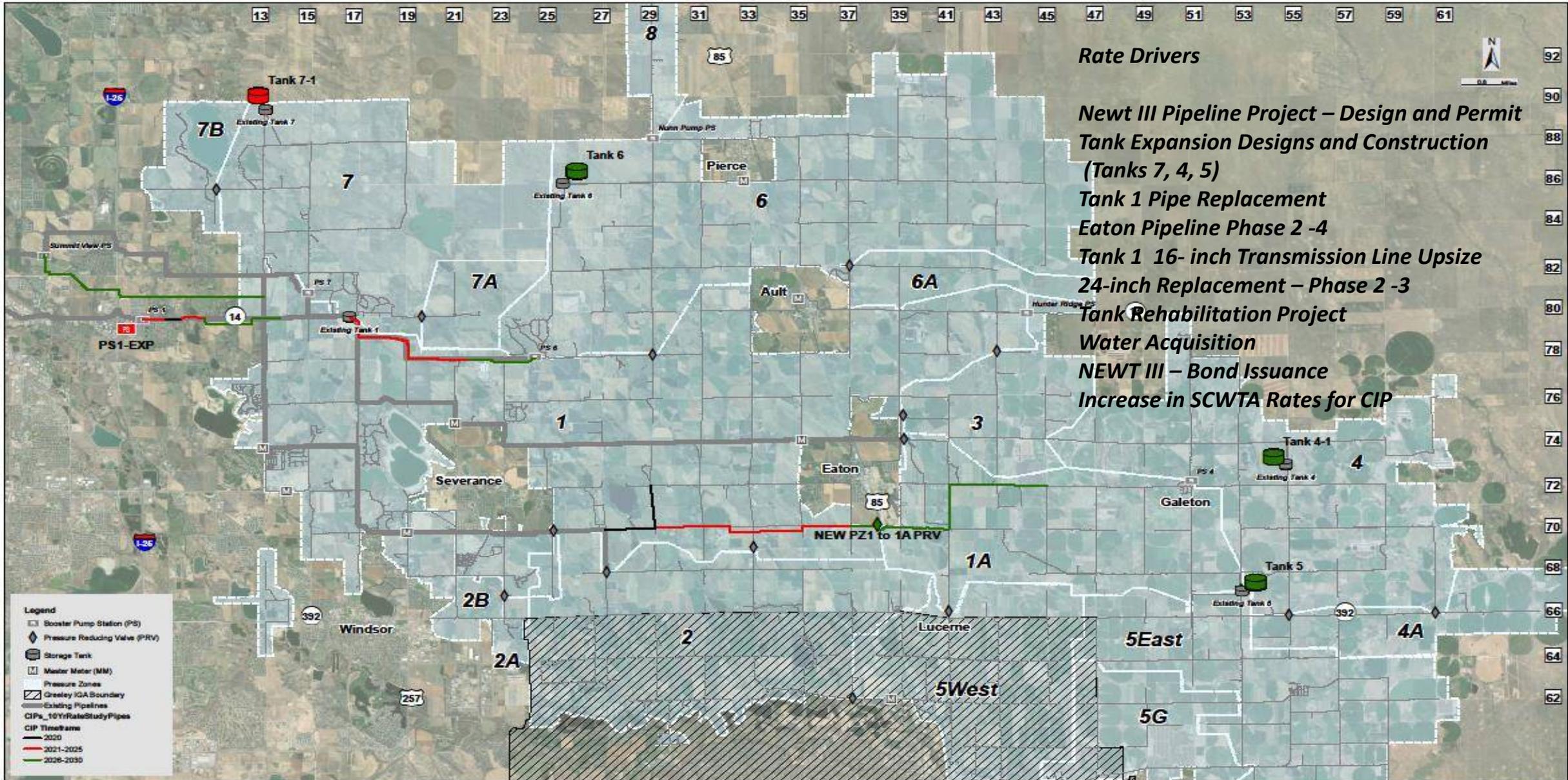
**Preliminary Budget**  
**Described CIP and Bonding and No Cost of Service**

**4% Rate Increase 5 Years**  
**\$4.3 Million In Annual Contributions**  
**\$7 Million Reserve Fund**

**Reserve Fund Calculation**  
**8 Month Current Operating and 1 Year Debt**  
**5% Rate Increase at 2023 and 2024**

**Reserve Fund Calculation**  
**1 Year Current Operating and 1 Year Debt**  
**6% Rate Increase Next Two Years, 5% Year Three**





**Rate Drivers**

- Newt III Pipeline Project – Design and Permit**
- Tank Expansion Designs and Construction (Tanks 7, 4, 5)**
- Tank 1 Pipe Replacement**
- Eaton Pipeline Phase 2 -4**
- Tank 1 16- inch Transmission Line Upsize**
- 24-inch Replacement – Phase 2 -3**
- Tank Rehabilitation Project**
- Water Acquisition**
- NEWT III – Bond Issuance**
- Increase in SCWTA Rates for CIP**

**Legend**

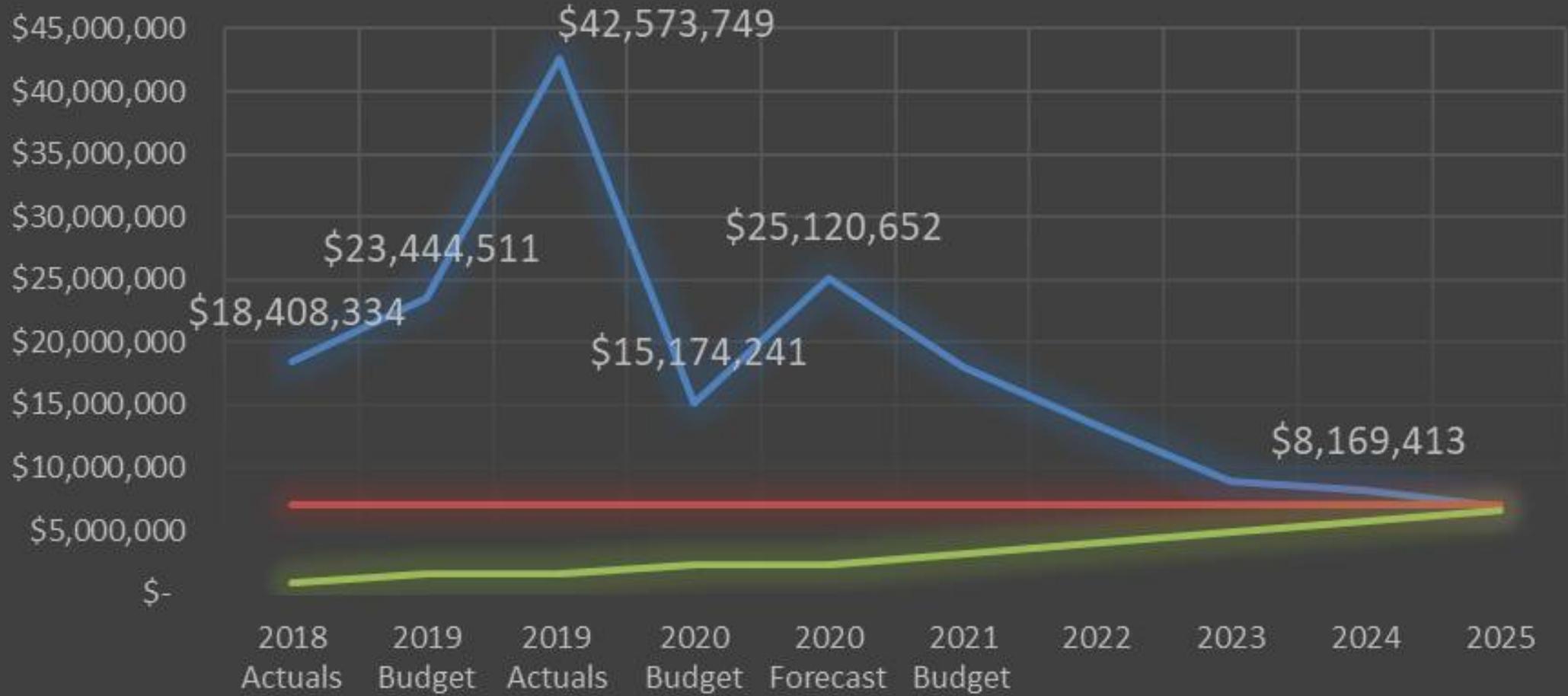
- Booster Pump Station (PS)
- ◆ Pressure Reducing Valve (PRV)
- ⊞ Storage Tank
- ⊞ Master Meter (MM)
- ▭ Pressure Zones
- ▭ Greeley IGA Boundary
- Existing Pipelines
- CIPs\_10YrRateStudyPipes
- CIP Timeframe
- 2020
- 2021-2025
- 2026-2030

**NORTH WELD COUNTY WATER DISTRICT**



# Reserve Fund Projections

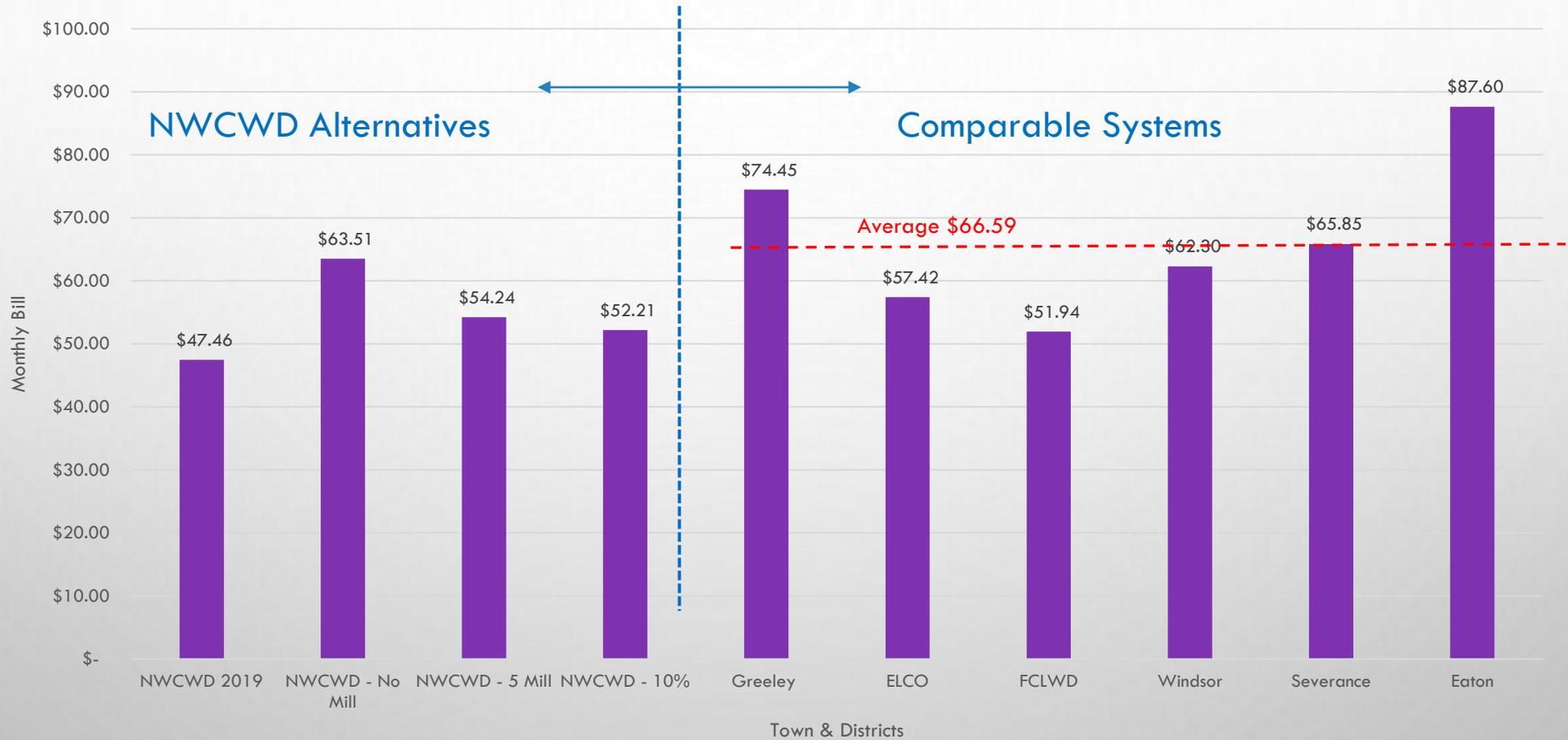
— Funds Available (carry over)  
 — Reserve Fund -\$7 million  
 — Depreciation Reserve Fund



# COMPARISON OF VOLUME CHARGES \$/KGAL AT 4% RATE INCREASE

|    |             | 2019           | 2020  | 2021   |
|----|-------------|----------------|---|--|
|    |             | Existing Rates | 10% Increase of Existing Rates<br>CIP 10 Year | 4% Increase of Existing Rates<br>CIP 10 Year |
| 2. | Commercial  | \$3.39         | \$3.73  | \$3.88                                       |
| 3. | Towns       | \$2.54         | \$2.80  | \$2.91                                       |
| 4. | Residential | \$3.39         | \$3.73  | \$3.88                                       |

# 2020 COST COMPARISON TO OTHER WATER SYSTEMS



*Other City and District Rates Escalated 3% from Current Rates*

# GOALS AND OBJECTIVES 2020 AND 2021

*Four Goals: People and Safety, System Maintenance, CIP Performance, Planning and District Policy*

## District Maintenance

**Maintenance Program -Valve, PRV and Pump Station**  
*November Presentation*  
**Analysis of the 16-inch Transmission Line to Pump Sta.**

*Replacing 16-inch Section with 20 inch along 76 – 1000 feet*  
*Soil Study Along Alignment – Similar to Study Along 24-inch Segments*

## Safety, Regulatory and People

**5 Year CDPHE Sanitary Survey**  
**American Infrastructure Act – 2021**  
**New Hires**

*Hired Rocky Mountain Water Solutions*  
*Pre- inspections – CDPHE*  
*Providence and Security Advisor*

## Long Range Planning and Policy

**Draft 5 Year Distribution Master Plan**  
**Draft Raw Water Master Plan**  
**Update Design Criteria -2020 – November Presentation**

*Policy Changes for Dedication and Development Review (Complete)*  
*Rules and Regulations Documents Exclusions*  
*Amend Town WSA's*  
*Cost of Service Study 2022*

## Capital Improvement Performance

**30" and 8" Eaton Pipeline CR 72**  
**SCFP Expansion Construction – 60%**  
**NEWT III 1041 Process**  
**Acquired YTD \$18 Million in Raw Water (332 AF) – 3 Years - approx. 1010 AF**  
**Diligence on Knox Pit – Overland Ponds - Started**  
**24 Inch Replacement Project 1500 Feet**  
**Pump Station 4 and 6 Upgrades**

*Newt III Pipeline Project – Design and Permit*  
*Tank Expansion Designs and Construction Tanks 7*  
*Eaton Pipeline Phase 2*  
*Tank 1 16- inch Transmission Line Upsize 24-inch Replacement – Phase 2*  
*Tank Rehabilitation Project*  
*Water Acquisition*  
*NEWT III – Bond Issuance*  
*SCWTP CIP*

**RESOLUTION 20171023-01**

**A RESOLUTION TO ESTABLISH AND MAINTAIN A RESERVE FUND FOR THE NORTH WELD COUNTY WATER DISTRICT**

**WHEREAS**, pursuant to C.R.S. 32-1-1001 and C.R.S. 32-1-1101, the District is authorized to establish and maintain a Reserve Fund which may be used to meet the obligations of the District for bond interest repayment and for maintenance and operating charges as determined by the Board of Directors; and

**WHEREAS**, the Board of Directors deem it in the best interest of the District and its customers to establish a Reserve Fund; and

**THEREFORE, BE IT RESOLVED BY THE NORTH WELD COUNTY WATER DISTRICT, ACTING THROUGH ITS BOARD OF DIRECTORS, THAT:**

1. The purpose of the Reserve Fund established by this Resolution is to maintain a reserve of monies for 1) financial security and liquidity, 2) to act as a contingency and stabilization fund, and 3) interim funding during a time of fiscal stress.
2. Except as otherwise provided by law, expenditures from the Reserve Fund established by this Resolution shall be made only for the purpose for which the Reserve Fund is established. No expenditures shall be made from this Reserve Fund without the approval of the Board of Directors.
3. The Reserve Fund established by this Resolution shall be initially funded in the amount of Seven (7) Million Dollars to be appropriated from the District's General Fund balance. Additional funds may be deposited in the Reserve Fund from time to time by budgetary appropriation or from revenues that are not required by Resolution to be paid into any other fund or account.
4. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 23<sup>rd</sup> day of October, 2017



Gene Stille, President

Gene Stille, President

ATTEST:

Robert Arnbrecht

Robert Arnbrecht, Secretary

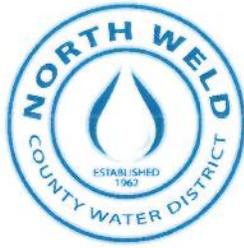
13. District Manager's Report:

- a. Letter of Appreciation NWCWD Employees for COVID Response and Dedication to the District (enclosure)
- b. New Cache la Poudre Irrigation Company Letter Stating no Frac Water Leases 2021 (enclosure)
- c. Paychex Contract Executed
- d. AQ Backflow Testing Contract Executed
- e. 30.5 Taps Sold in September, Year to Date 176 Taps Sold
- f. NRCS EWP Fire Restoration Stakeholder Meetings
- g. Weld County Planning and Zoning Changes
- h. Water Supply and Storage Change Case Decreed
- i. Firestien Water Service Agreement Not Executed

14. Review and Approve Invoices

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

16. Other Business



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

[WWW.NWCWD.ORG](http://WWW.NWCWD.ORG) • EMAIL: [WATER@NWCWD.ORG](mailto:WATER@NWCWD.ORG)

Appreciation Letter to Employees for Performance as Emergency Responders, Excellent Performance and Dedication to the District

From: Eric Reckentine, District Manager on Behalf of the North Weld County Water District (NWCWD) Board of Directors.

To: NWCWD Employees

As you know, the coronavirus disease 2019, a/k/a COVID-19 is a worldwide pandemic constituting a public health emergency of national and international concern, which is present in Weld and Larimer Counties and which has spread significantly. COVID has required emergency preparation and execution of procedures by the NWCWD to minimize its impact and protect the health, safety and welfare of District constituents. The District's President declared a local disaster on March 20, 2020 with respect to COVID-19 and declared employees of the District as emergency responders.

The Board of Directors and District Management has noticed the dedication and focus, professionalism, continued commitment to serve, maintenance of the infrastructure and continued excellence expected from NWCWD employees during these difficult times and dealing with these recent challenges. Based on performance, Management on behalf of the Board of Directors has decided to announce an interim bonus for the employees and would like to take this time to thank you for your hard work.

It is of course unfortunate due to COVID that this cannot be conducted in person and as a group to celebrate the District's many successes, but hopefully we will be able to soon.

Thank you Again for your service and commitment during these difficult times.

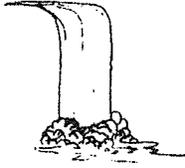
Best Regards

A handwritten signature in blue ink, appearing to be "ER", written over a light blue circular stamp.

Eric Reckentine  
District Manager

THE NEW CACHE LA POUFRE IRRIGATING COMPANY  
THE CACHE LA POUFRE RESERVOIR COMPANY

(970) 352-0222



North Weld County Water Dist  
PO Box 56  
Lucerne, CO 80646

September 9, 2020

Dear North Weld County Water Dist,

In the past several years the Cornish Plains Reservoir Rental Water Program and the Timnath Reservoir Rental Water Program have operated and provided additional rental water income to those stockholders who have elected to participate. Unfortunately, the Board of Directors of the New Cache La Poudre Irrigating Company and the Cache La Poudre Reservoir Company **are not able to provide** these programs this year. The economic downturn in the oil and gas industry has brought fracking to a halt and limited the potential for the programs.

Hopefully, as the oil and gas industry restarts and fracking of wells resumes, the programs can once again be instituted.

Sincerely,



Dale Trowbridge  
General Manager