

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**

North Weld County Water District

Notice of Special Meeting & Agenda – Board Meeting

Monday, January 11, 2021 at 1:00 PM

32825 Co Rd 39, Lucerne, CO 80646

**DUE TO COVID-19 THE BOARD MEETING WILL BE OPEN TO THE PUBLIC BY
TELECONFERENCE**

To Join by Phone, Call: (888) 585-9008

Conference ID: 919449840

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve January 11, 2021 NWCWD Board Meeting Agenda**
- 4. Action: Approve Consent Agenda Items (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda)**
 - a. Meeting Minutes of Previous Board Meeting Held on December 14, 2020 (enclosure)**
 - b. Review and Approve Invoices**
 - c. Approve: Letters of Intent (3) (enclosures)**
 - i. Atencio and Nace**
 - ii. Lindblad, LLC**
 - iii. McGraw**
 - d. Action: Consider (enclosures)**
 - i. Partial Assignment of Utility Easement with Scott and Maggie Runyan**
 - ii. Saddler PUD Lost Tap Certificate**
- 5. Action: Consider Approval of Well Release Variance Requests (enclosures)**
 - a. Reider**
 - b. Schneider**
- 6. Action: Consider Approval of Oil and Gas Lease Agreement with Nickel Road Operating LLC (distributed under separate, confidential cover)**
- 7. Action: Consider Approval of Water Rights Acquisition and Dedication Agreements (distributed under separate, confidential cover)**
 - a. Hidden Valley 6 Water Dedication Agreement**

8. Action: Consider Adoption of Resolution No. 20210111-01: Resolution Adopting an Amended Policy for the Control of Backflow and Cross Connections (enclosures)

9. Executive Session: The Board reserves the right to enter into Executive Session, (if necessary, pursuant to §§ 24-6-402(4)(b) and (e), C.R.S.)

10. District Manager's Report:

- a. 28.25 Taps Sold in December, Year to Date 2020 401.5 Taps Sold**
- b. NOCO Regional Strata Op December 16 and 17**

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

12. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 14th day of December 2020, at 1:00 P.M.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, the meeting was held via teleconferencing.

ATTENDANCE

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

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

Also present were: Alyson Scott, Esq., Alyson Scott Law, LLC, District general and water rights counsel; Jennifer Gruber Tanaka, Esq., and Zachary White, Esq. (Mr. White attended a portion), WHITE BEAR ANKELE TANAKA & WALDRON, District special counsel; Eric Reckentine, General Manager of the District; Leann Koons, Operations Manager; Darin Pytlik and Casey Mahoney, Providence Infrastructure Consultants; Nicholas Wharton, Administrator, Town of Severance; Randall Black, customer; Lois Pringle, customer; Julie Stout, customer (attended a portion); Todd Bean, customer; and Ethan Cozzens, customer (attended a portion).

Director Brad Cook was unable to attend, and his absence was excused.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Ms. Tanaka advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Tanaka reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board; however, Ms. Tanaka advised that the conflicts were filed

69 hours prior to the meeting instead of at least 72 hours prior to the meeting, as required by Colorado law. As a result, Ms. Tanaka requested that each Board member confirm his conflicts with items on today's agenda, and noted that items will be removed from the agenda if there are items upon which a majority of the Board has a conflict. Alternatively, if there is an item where fewer than a quorum of the Board has a conflict, the conflicted directors will be asked to abstain and recuse themselves. Mr. Stout reported that, as a Board member of the Town of Severance Board, he will be abstaining from matters related to or involving the Town of Severance.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously approved the agenda with the following amendment(s): (1) item 6.c.v concerning approval of a letter of intent for S&L Ltd. is moved from the consent agenda to item 17 concerning other business of the District; (2) item 6.e.ii. concerning approval of a tap relocation request made by Great Western Dairy/S&L Ltd. is moved from the consent agenda to item 17 concerning other business of the District; (3) item 8.a. concerning approval of a water right dedication agreement for Hidden Valley, 6th Filing, is removed; (4) the title of item 11.a. is changed to reflect that the subject case is storage right case in water court, not a change case, and (5) the title of item 14.b. is changed to reflect the bonus is an annual bonus.

Resolution No. 20201214-26: Declaring Emergency Procedures and Authorizing Teleconferencing for the Regular and Special Meetings

Mr. Reckentine presented the Board with this resolution. Upon motion of Mr. Buxman, seconded by Mr. Stout, the Board unanimously adopted this resolution as presented.

FINANCIAL MATTERS

Hearing on 2020 Budget Amendment and Consider Adoption of Resolution No. 20201214-01

Mr. Stille opened the public hearing on the 2020 budget amendment. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. Mr. Reckentine reviewed the 2020 budget amendment with the Board. There being no further public comment. After public comment was received, Mr. Stille closed the public hearing.

**Hearing on 2021 Budget
and Consider Adoption of
Resolution No. 20201214-
02**

Upon motion of Mr. Buxman, seconded by Mr. Cockcroft, the Board unanimously approved the 2020 budget amendment and adopted Resolution No. 20201214-01.

Mr. Stille opened the public hearing on the 2021 budget. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. Mr. Reckentine reviewed the 2021 budget with the Board. Ms. Pringle inquired about the basis for the proposed rate increase, and Mr. Bean inquired about the cost-of-service study and when rate increases based on this study may take effect in the future. Mr. Reckentine, in response to these public comments, identified various rate drivers for the District, including, without limitation, planned capital improvements and water rights acquisitions, and stated that the cost-of-service study was ongoing and that he was not able to predict when this study might be finalized or approved by the Board or when resultant rate increases, if any, might take effect. After public comment was received, Mr. Stille closed the public hearing.

Upon motion of Mr. Buxman, seconded by Mr. Cockcroft, the Board unanimously approved the 2021 budget and adopted Resolution No. 20201214-02.

**CONSENT AGENDA
MATTERS**

The Board was presented with the consent agenda items. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously took the following actions:

- a. Approved Board Meeting Minutes from Special Meeting held on November 9, 2020;
- b. Accepted Unaudited Financial Statements as of November 30, 2020;
- c. Approved Letter of Intent for Jill Boshinski;
- d. Approved Letter of Intent for Lewis Lowe;
- e. Approved Letter of Intent for Mike Olearnick;
- f. Approved Letter of Intent for Newell Plaza, LLC;
- g. Removed from Consent Agenda;
- h. Adopted Resolution No. 20201214-03: Resolution Establishing an Electronic Signature Policy;
- i. Adopted Resolution No. 20201214-04: Resolution Adopting a Development Review Cost Reimbursement Policy;
- j. Adopted Resolution No. 20201214-05: Resolution Adopting a Tap Fee Refund Policy;
- k. Adopted Resolution No. 20201214-06: Resolution Adopting an Underground Facilities Damage Policy;

- l. Adopted Resolution No. 20201214-07: Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges;
- m. Adopted Resolution No. 20201214-08: Resolution Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities;
- n. Approved Tap Relocation Request of Schrepel, Inc.;
- o. Removed from Consent Agenda;
- p. Approved Warranty Agreement and Bond with Ed Orr for Black Hills, LLC.

PUBLIC HEARINGS ON PETITIONS FOR INCLUSION

Banek Petition for Inclusion and Adoption of Resolution No. 20201214-09:
Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-09.

Barthol Petition for Inclusion and Adoption of Resolution No. 20201214-10: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-10.

Cyr Petition for Inclusion and Adoption of Resolution No. 20201214-11:
Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-11.

Dyer Petition for Inclusion and Adoption of Resolution No. 20201214-12:
Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Freeman Petition for Inclusion and Adoption of Resolution No. 20201214-13: Resolution and Order for Inclusion of Property

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-12.

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Johnson Petition for Inclusion and Adoption of Resolution No. 20201214-14: Resolution and Order for Inclusion of Property

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-13.

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-14.

Lancaster Petition for Inclusion and Adoption of Resolution No. 20201214-15: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-15.

Lapp Petition for Inclusion and Adoption of Resolution No. 20201214-16:
Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-16.

Larson Petition for Inclusion and Adoption of Resolution No. 20201214-17: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-17.

Longs Peak Dairy Petition for Inclusion and Adoption of Resolution No. 20201214-18: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-18.

Nelson Petition for Inclusion and Adoption of Resolution No. 20201214-19: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-19.

Shepard Petition for Inclusion and Adoption of Resolution No. 20201214-20: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-20.

**Smith Petition for Inclusion and Adoption of Resolution No. 20201214-21:
Resolution and Order for Inclusion of Property**

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-21.

**Troudt Petition for Inclusion and Adoption of Resolution No. 20201214-22:
Resolution and Order for Inclusion of Property**

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-22.

Winklepleck Petition for Inclusion and Adoption of Resolution No. 20201214-23: Resolution and Order for Inclusion of Property

Mr. Stille opened the public hearing on the inclusion of property. Ms. Tanaka reported that notice of the public hearing was published in accordance with Colorado law and no written objections were received prior to the hearing. There being no public comment, Mr. Stille closed the public hearing.

Upon motion of Stout, seconded by Buxman, the Board unanimously approved the inclusion and adopted Resolution No. 20201214-23.

**WATER RIGHTS
ACQUISITION AND
DEDICATION**

Kidron, LLC Water Rights Acquisition and Dedication

Mr. Reckentine presented the Board with the Agreement for Sale and Purchase of 25 CBT Units from Kidron, LLC. Upon motion of Mr. Cockcroft, seconded by Mr. Buxman, the Board 3-0 approved this agreement as presented. Mr. Stout abstained from voting on this matter due to his potential conflict of interest with matters involving the Town of Severance.

Sylvan Dale Ranch, LLLP Water Rights Acquisition and Dedication

Mr. Reckentine presented the Board with the Agreement for Sale and Purchase of 100 CBT Units from Sylvan Dale Ranch, LLLP. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously approved this agreement as presented.

HLT Farms, LLLP Water Rights Acquisition and Dedication

Mr. Reckentine presented the Board with the Agreement for Sale and Purchase of 80 CBT Units from HLT Farms, LLLP. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously approved this agreement as presented.

BUSINESS MATTERS

Resolution No. 20201214-24: Resolution Adopting an Amended Policy for the Control of Backflow and Cross Connections

Mr. Reckentine presented the Board with this resolution. Mr. White reviewed the resolution with the Board and the underlying policy, including how the underlying policy incorporates the sample CDPHE policy, complies with applicable law, and compares to the District's prior policy. Mr. White also noted that the District has the authority to enforce the policy, but not the obligation to do so. Messrs. Buxman and Cockcroft expressed a desire for more information and explanation before voting on this resolution. Upon motion of Mr. Stout, seconded by Mr. Cockcroft, the Board unanimously voted to table action on this resolution until the meeting of the Board in January 2021 and to hold a work session with the Directors and the District Manager in advance of this Board meeting.

Resolution No. 20201213-25: 2021 Annual Administrative Resolution

Mr. Reckentine presented the Board with this resolution. Ms. Tanaka reviewed the resolution with the Board. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously adopted this resolution as presented.

River Bluffs Reservoir Storage Right, Case No. 19CW3059, Stipulations

Ms. Scott presented the Board with similar separate, proposed stipulations with New Cache La Poudre Irrigating Company ("NCLPIC") and Cache La Poudre Water Uses Association ("CLPWUA") in the subject case. Ms. Scott reported that NCLPIC's and CLPWUA's counsel has approved the form of these stipulations, and has recommended that NCLPIC and CLPUWA approve the same. Ms. Scott recommends that the Board authorize counsel to enter into the stipulations with NCLPIC and CLPWUA as presented or in a substantially similar form approved by counsel. Ms. Scott further reported that NCLPIC and CLPWUA are the last remaining objectors in the subject case, and that counsel may move the Water Court for entry of the final decree in this case following stipulation with these objectors. Upon motion of Mr. Cockcroft, seconded by Mr. Stout, the Board unanimously authorized Ms. Scott to enter into these stipulations as presented.

**Simon Contractors et al. v.
WSSC et al., Case No.
18CV30402, Stipulation**

Ms. Scott presented the Board with a proposed stipulation to Plaintiffs' 4th Amended Complaint in the subject case. Ms. Scott reported that the District previously stipulated with Plaintiffs and the Water Supply and Storage Company ("WSSC") to the 3rd Amended Complaint. Ms. Scott recommends that the Board authorize counsel to stipulate with Plaintiffs and WSSC to the Plaintiffs' 4th Amended Complaint as presented or in a substantially similar form as approved by counsel. Upon motion of Mr. Cockroft, seconded by Mr. Buxman, the Board 3-0 adopted this authorized Ms. Scott to enter into this stipulation as presented or in a substantially similar form approved by here. Mr. Stout abstained from voting on this matter due to his potential conflict of interest with matters involving the Town of Severance.

DISTRICT MANAGER'S REPORT

Year-to-Date Tap Sales

Mr. Reckentine presented his Management Report to the Board, and provided the information set forth in this section below.

Christmas Annual Merit Bonus for Staff

Mr. Reckentine reported that the District has sold 129 taps in the month preceding the month of this Board meeting, with year-to-date sales totaling 347 taps.

2020 Revenue Refinancing Bond

Mr. Reckentine reported that staff will receive an annual merit bonus as provided for in the 2020 budget.

Tri-Hydro: GIS Utility Map Update

Mr. Reckentine reported that closing on this bond transaction closed on December 10, 2020.

**Transmission Line 1:
Replacement Project, Phase 2**

Mr. Reckentine updated the Board that the independent contractor agreement with Tri-Hydro to update the District's GIS Utility Map, which was previously approved by the Board, was executed.

Old Eaton Pipeline: 16-Inch Replacement Project

Mr. Reckentine reported this project is in progress.

**Storage Tank 1:
Rehabilitation Project**

Mr. Reckentine reported this project is planned for 2021.

Northern Colorado Regional Strata Operations

Mr. Reckentine reported this project is in progress.

Mr. Reckentine reported on the upcoming annual meeting in December.

Upon request by Mr. Stille, Mr. Reckentine also provided an update on the ongoing expansion of the Soldier Canyon Filter Treatment Plant.

INVOICES

Upon motion of Mr. Cockcroft, seconded by Mr. Stout, the Board unanimously approved the invoices as presented.

PUBLIC COMMENT

None.

OTHER BUSINESS

Letter of Intent for S&L Ltd. & Related Tap Relocation Request by S&L Ltd. and Great Western Dairy

Mr. Reckentine presented the Board with the proposed letter of intent for S&L Ltd, and the related tap relocation request made by S&L Ltd. and Great Western Dairy. Upon motion of Mr. Cockcroft, seconded by Mr. Buxman, the Board unanimously approved the letter of intent and the tap relocation request as presented.

Director Mileage Reimbursements

Upon request by Mr. Stille, Mr. Reckentine requested mileage submissions from all directors.

Next Meeting

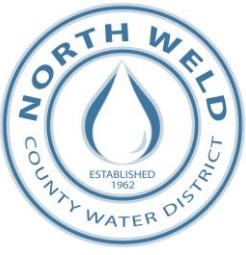
The next regular meeting of the Board is scheduled for January 11, 2021, at 1:00 P.M.

ADJOURNMENT

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

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

Secretary for the District



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

December 29, 2020

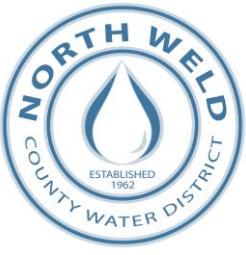
Mindy L. Nace and Jason D. Atencio, Developer
2207 Stetson Creek Drive
Fort Collins, CO 80528

Subject: Water Service Request, Atencio/Nace Property, Request for Single Family Residential Tap

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

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

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



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tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires 45 days advanced notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 98% of the purchase price paid by the Developer. If the meter remains unset for 13 to 18 months after the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 90% of the purchase price paid by Developer. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**

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

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

Sincerely,

Title: _____, Board of Directors
North Weld County Water District

Date

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

Jason Dillon Atencio

A handwritten signature of Jason Dillon Atencio.

12/30/2020

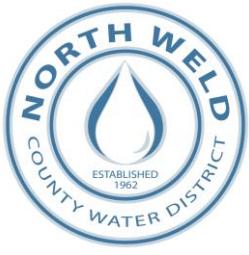
Date

Mindy Lynn Nace

A handwritten signature of Mindy Lynn Nace.

12/30/2020

Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot A, Recorded Exemption No. 0553-33-2 RECX19-0087 recorded October 16, 2019 at Reception No. 4533022, being located in the NW ¼ of Section 33, Township 8 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 42507~ CR 29, Pierce, CO)

Weld County Parcel Number: 055333200032

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

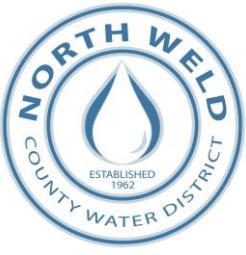
II. General Requirements for all Water Rights Dedications

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

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

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

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



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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)						
Full Standard Tap	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons						
Lot Size greater than 0.33 Acres (14,375 sq. ft)													
75% Tap	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											
50% Tap	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											
Conservation Blue Tap	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%		228,000 Gallons*	0 Gallons						
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.													
Restrictions		Only applicable to 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023. If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment) *Gallons may vary depending on qualifying combination											
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)													
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.													

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU)			
Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See nwcwd.org for current fee.		\$58,000	Meter Set Fee \$8,300
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (8 miles)	\$2,400		
TOTAL Up-Front COSTS PER TAP		\$78,200.00 Standard Full Tap	

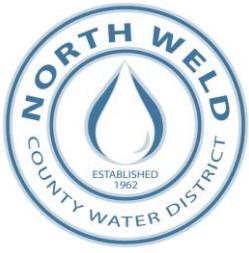
See Table 1 for Options and/or Restrictions.

Cost will exclude Line Extension Fee, Line Reimbursement Fee, & Supplemental Fee if Applicable unless otherwise stated.

See Paragraph 15 for Details

Price is valid for ten (10) business days from receiving this Letter.

Minimum Pressure	35 psi
Normal Pressure Range	70 psi to 80 psi
Maximum Pressure	105 psi



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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 Effective 01/01/2021: \$23.28 Minimum
6,000 gallons and up	\$3.73 per 1,000 gallons (Kgal) Effective 01/01/2021:\$3.88 per 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



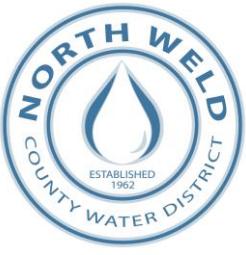
Legend

-  Parcels
-  Highway
-  County Boundary

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

Lot A RECX19-0087, also known as approximately 42507 CR 29.

Notes



NORTH WELD COUNTY WATER DISTRICT

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December 29, 2020

M.A. Lindblad, LLC, Developer
13313 Hwy 392
Greeley, CO 80631-9353

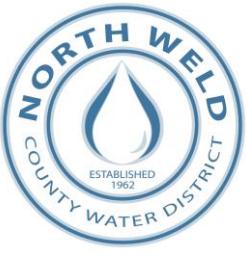
SET Ventures Group, LLC, Agent
Attn: Walter M. Sharp
P.O. Box 183
Littleton, CO 80160

Subject: Water Service Request, M.A. Lindblad, LLC Property, Request for Standard Full Tap for Solar Farm

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"). M.A. Lindblad, LLC shall be referred to herein as the "Developer".

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

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



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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 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.

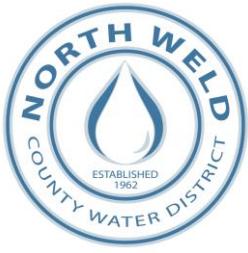
Sincerely,

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 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.

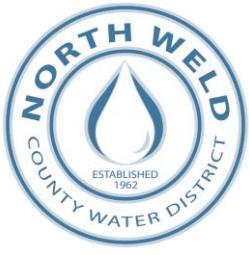
M.A. Lindblad, LLC

Date

By: _____

Name: _____

Its: _____



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot B of Recorded Exemption No. 0705-25-03 RECX 18-0060, according to the Plat recorded June 14, 2018 as Reception Number 4407138, located in the S 1/2 of the SW 1/4 of Section 25, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 11053~ WCR 76, Severance, CO)

Weld County Parcel Number: 070525300017

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

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

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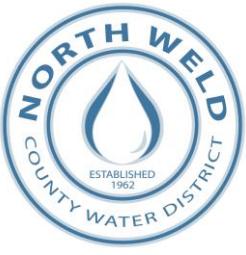
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NORTH WELD COUNTY WATER DISTRICT

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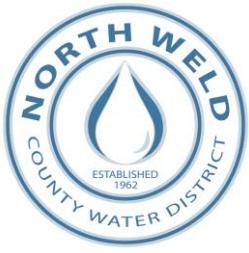
EXHIBIT C

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Lot Size greater than 0.33 Acres (14,375 sq. ft)													
75% Tap	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											
50% Tap	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											
Conservation Blue Tap	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%		228,000 Gallons*	0 Gallons						
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.													
Restrictions		Only applicable to 3/4-inch meters; property must have conditional or final approval from legislative body on or before 08/13/2018 and the final plat must be recorded on or before 08/13/2019. If final plat is recorded on or before 08/13/2019, payment of all tap fees must occur on or before 08/13/2023. If Qualified, taps may be used in combination with Conservation Tap (i.e. 50% Water with a Conservation 0 Plant Investment) *Gallons may vary depending on qualifying combination											
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)													
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.													

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST			
Raw Water for One Acre-Foot Unit (AFU) Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See nwcwd.org for current fee.	\$58,000	Meter Set Fee	\$7,300		
Base Portion of Plant Investment Fee	\$9,500				
Distance Portion of Plant Investment Fee (6 miles)	\$1,800				
TOTAL Up-Front COSTS PER TAP		\$76,600.00 Standard Full Tap			
Applicant is seeking a fire hydrant off CR 23 in order to meet the requirement of the local fire jurisdiction. The cost of the hydrant is approximately \$11,500.					
See Table 1 for Options and/or Restrictions.					
Cost will exclude Line Extension Fee, Line Reimbursement Fee, & Supplemental Fee if Applicable unless otherwise stated.					
See Paragraph 15 for Details					
Price is valid for ten (10) business days from receiving this Letter.					
Minimum Pressure		35 psi			
Normal Pressure Range		55 psi to 65 psi			
Maximum Pressure		100 psi			



NORTH WELD COUNTY WATER DISTRICT

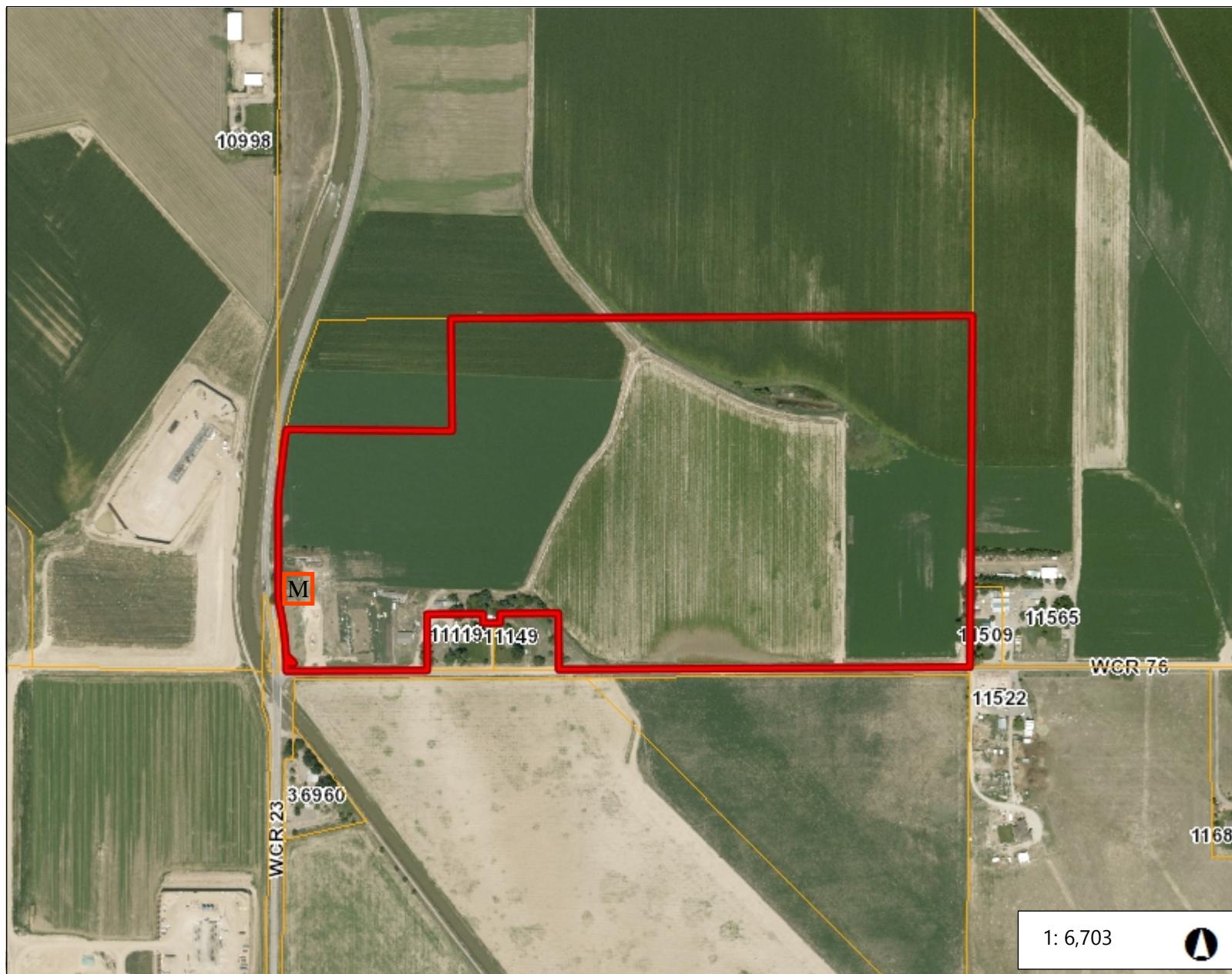
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Table No. 3 - Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$22.38 Minimum Effective 01/01/2021: \$23.28 Minimum
6,000 gallons and up	\$3.73 per 1,000 gallons (Kgal) Effective 01/01/2021:\$3.88 per 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



1,117.1

0

558.56

1,117.1 Feet

WGS_1984/Web_Mercator_Auxiliary_Sphere
© Weld County Colorado



Legend

- Yellow square: Parcels
- Red line: Highway
- Black square: County Boundary

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

Lot B RECX18-0060,
also known as
approximately 11053 CR
76.

Notes



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December 29, 2020

Jarret, McGraw, Rachelle McGraw and Estin McGraw,
Developer
P.O. Box 940
Greeley, CO 80633

Brad Hoffman, Grant and Hoffman Law, Agent
821 9th Street
Greeley, CO 80631

Subject: Water Service Request, McGraw Property, Request for Single Family Residential Tap

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

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

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



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tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires 45 days advanced notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 98% of the purchase price paid by the Developer. If the meter remains unset for 13 to 18 months after the purchase date and the Developer requests to relinquish the meter, the District shall refund the Developer 90% of the purchase price paid by Developer. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**

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

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

Sincerely,

Title: _____, Board of Directors
North Weld County Water District

Date

(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.

Jarrett McGraw

A handwritten signature in blue ink that reads "Jarrett McGraw".

12/30/20

Date

Rachelle McGraw

A handwritten signature in blue ink that reads "Rachelle McGraw".

12-30-2020

Date

Estin McGraw

A handwritten signature in blue ink that reads "Estin McGraw".

12/30/20

Date



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EXHIBIT A

A tract of land located in the North Half of Section 16, Township 6 North, Range 64 West of the 6th P.M., Weld County, Colorado and being more particularly described as follows:

Commencing in the Northwest corner of said Section 16, and considering the North line of said Section 16 to bear North 90°00'00" East, with all other bearings contained herein being relative thereto; thence North 90°00'00" East, along the North Line of said Section 16, a distance of 1,337.00 feet to the True Point of Beginning; thence continuing North 90°00'00" East, along the North Line of said Section 16, a distance of 983.46 feet; thence South 15°33'40" East, 196.28 feet; thence South 68°05'45" East, 574.63 feet; thence South 89°59'45" East, 83.86 feet; thence North 76°26'15" East, 105.16 feet; thence North 61°50'26" East, 175.43 feet; thence South 15°18'47" West, 344.15 feet; thence South 89°58'34" West, 1,772.50 feet; thence North 10°50'00" West, 286.53 feet; thence North 01°11'30" East, 347.34 feet to the True Point of Beginning, County of Weld, State of Colorado.

(Street Address: 26350 County Road 70, Gill, CO)

Weld County Parcel Number: 080116000001

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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



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

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU)			
Effective 06/11/2019, Fee will be established based on current market contracts. Fee may change at Board Meeting each month. See nwcwd.org for current fee.		\$58,000	Meter Set Fee \$6,700
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (24 miles)	\$7,200		
TOTAL Up-Front COSTS PER TAP		\$81,400.00 Standard Full Tap	

See Table 1 for Options and/or Restrictions.

Cost will exclude Line Extension Fee, Line Reimbursement Fee, & Supplemental Fee if Applicable unless otherwise stated.

See Paragraph 15 for Details

Price is valid for ten (10) business days from receiving this Letter.

Minimum Pressure	30 psi
Normal Pressure Range	30 psi to 40 psi **LOW PRESSURE AREA**
Maximum Pressure	80 psi
This request is in a Low-Pressure Zone with pressures ranging from 30 psi to 40 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

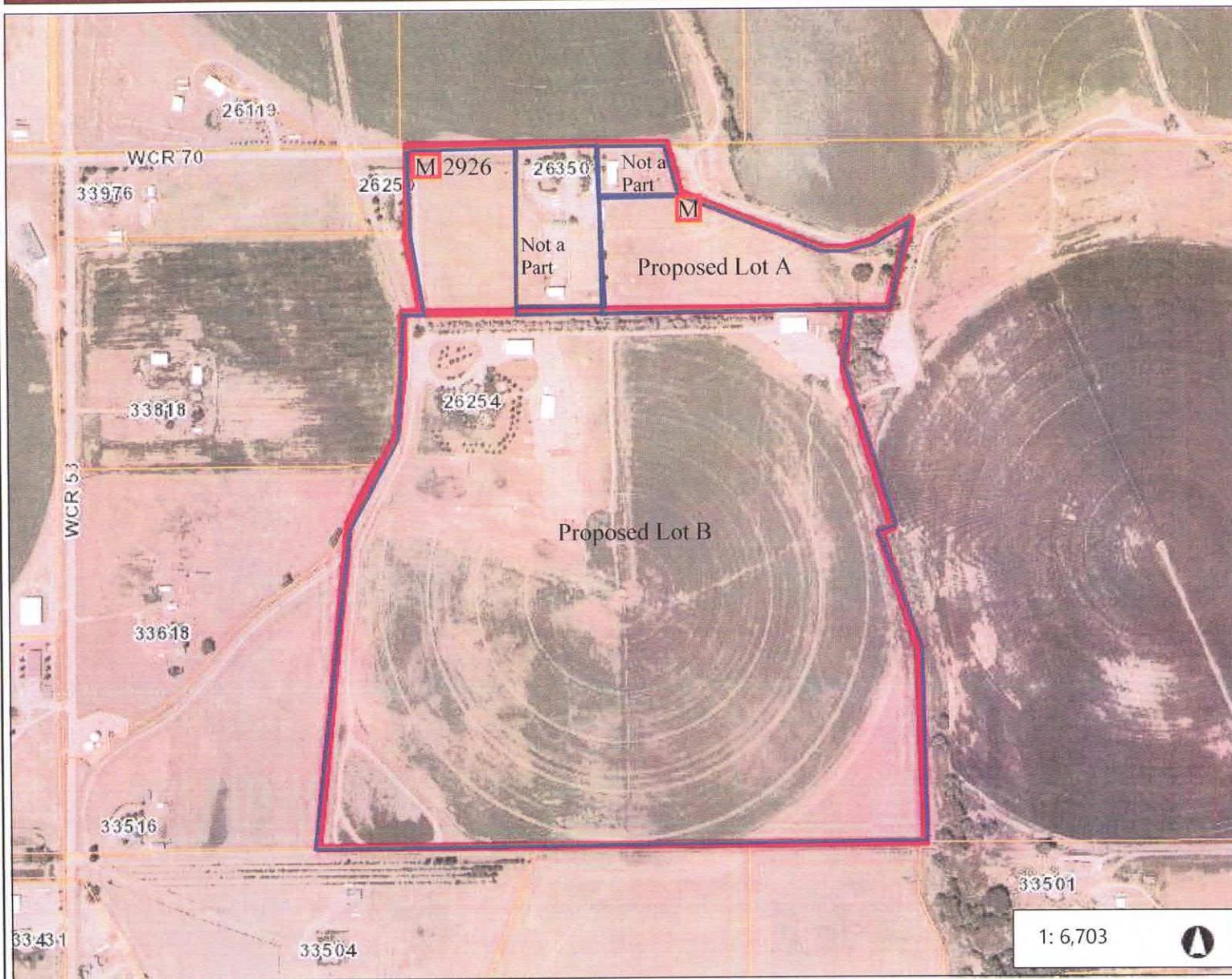
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Table No. 3 - Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$22.38 Minimum Effective 01/01/2021: \$23.28 Minimum
6,000 gallons and up	\$3.73 per 1,000 gallons (Kgal) Effective 01/01/2021:\$3.88 per 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



1,117.1

0

558.56

1,117.1 Feet



Legend

- Parcels
- Highway
- County Boundary

Proposed Lot B, 26254 CR 70, is served by existing meter number 2926

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

Proposed Lot A, also known as approximately 26454 CR 70.

Notes

PARTIAL ASSIGNMENT OF ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT

This PARTIAL ASSIGNMENT OF ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT (the “**Assignment**”), effective as of the 11th day of January, 2021 (the “**Effective Date**”), by and between Scott Runyan and Maggie Runyan, (“**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 John and Jill Sonka previously entered into that certain Access and Utility Easement and Maintenance Agreement, dated December 4, 2020 (the “**Utility Easement**”) attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, Assignor intends to install the Meter Improvements within the “Easement Area” 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 9 of the Utility Easement provides that the Agreement shall be binding upon and inure to the benefit of each Party and their respective successors and assigns; and

WHEREAS, Assignor desires to grant the right to use the Easement Area 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 Area (the “**Permitted Uses**”); 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 Area solely for the Permitted Uses. 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 District's 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 Area other than the Water Meter Improvements after final acceptance of such improvements 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 Area 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 Weld, 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]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered by their respective officers to be effective as of the Effective Date.

ASSIGNOR: SCOTT RUNYAN

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20_____, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNOR: MAGGIE RUNYAN

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20_____, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

EXHIBIT A

(Utility Easement)

**Recording requested by and
after recording return to:**

John and Jill Shonka
7650 County Road 74
Windsor, CO 80550

ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 4th day of December, 2020 by and between John and Jill Shonka (collectively, "Grantor"), whose address is 7650 County Road 74, Windsor, CO 80550, and Scott and Maggie Runyan (collectively, "Grantee"), whose address is 622 Camberly Court, Windsor, CO 80550. Grantor and Grantee shall each be referred to herein as a "Party" and collectively the "Parties".

RECITALS

A. Grantor is the owner of the property legally described as Lot B of Recorded Exemption No. 1475-05-1-RECX18-0058, recorded June 13, 2019 in the Weld County Real Property Records under Reception No. 4497357, located in the West Half of the Northeast Quarter of Section 5, Township 6 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado (the "Recorded Exemption"), commonly known as 7650 County Road 74, Windsor, Colorado 80550 ("Grantor's Property").

B. Concurrently herewith, Grantor conveyed to Grantee the property legally described as Lot A of the Recorded Exemption ("Grantee's Property").

C. Grantee desires, and Grantor has agreed to convey, a thirty (30) foot access and utility easement on the existing access road across Grantor's Property as highlighted on Exhibit A, attached hereto and incorporated herein by reference (the "Easement Area").

D. In consideration for such Easement, Grantee agrees to reimburse Grantor for one-half of the costs to maintain the Easement Area as set forth herein.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties agree the foregoing Recitals are true and accurate.

2. **Access and Maintenance Easement.** Grantor hereby grants, conveys, and sells to Grantee, its successors and assigns, and Grantee agrees to acquire from Grantor, a fully paid, non-exclusive, permanent, and perpetual vehicular and pedestrian ingress and egress right-of-way and utility easement (the "Easement"), subject to the terms of this Agreement, on, over, through, and under the existing access road on Grantor's Property running from County Road 74 to Grantee's Property, as depicted on Exhibit A and further referenced in the Recorded Exemption, for the benefit of Grantee and its employees, guests, and agents for the purpose of accessing Grantee's Property and/or installing, maintaining, repairing, and removing electrical, water, sewer, and telecommunication utilities in the Easement Area. All such access and use under this Agreement shall be limited to the existing access road on the Easement Area unless otherwise agreed in writing by Grantor.

a. Grantee shall not construct or install anything on or in the Easement Area or excavate, dig, or otherwise disturb the surface or subsurface of the Easement Area without first receiving Grantor's prior written consent. Grantee shall not bring, store, disturb, release, or use any hazardous or contaminated materials or equipment on the Easement Area.

b. Grantor shall maintain the Easement Area in a reasonable condition. Grantor may gate or otherwise lock the Easement Area provided Grantor gives access to Grantee upon request for the purposes set forth herein.

c. As part of the conveyance of Grantee's Property to Grantee and as consideration for the Easement, Grantee agrees to reimburse Grantor one-half of all reasonable and documented costs incurred by Grantor to maintain the Easement Area, including without limitation, costs incurred for maintaining gravel and/or pavement on the access road and any replacement thereof, snow removal, irrigation, and maintaining the grass, trees, vegetation, and irrigation system around the access road ("Easement Maintenance Costs"). Grantee shall pay Grantor its share of the Easement Maintenance Costs within 30 days of receiving a request from Grantor with reasonable documentation substantiating said costs.

d. Grantor shall have the right to continue using and enjoying the Easement Area.

e. Colorado Revised Statutes §§33-41-101 – 33-41-106 shall apply to any recreational use by Grantee of the Easement Area and this Agreement shall not constitute a "Charge" thereunder.

3. Damage. Grantee agrees to fully compensate Grantor for any damage or injury done to the Easement Area or Grantor's Property and any improvements, landscaping, underground facilities or equipment, or other appurtenances and/or improvements on Grantor's Property that occur through Grantee's or its employees', agents', representatives', invitees', contractors', or subcontractors' conduct or use of the Easement Area or Grantor's Property.

4. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor from any and all claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, and judgments, including, without limitation, reasonable attorneys' fees and costs, which arise out of the use of Grantor's Property by Grantee, its employees, agents, representatives, invitees, contractors, and subcontractors or which arise out of Grantee's breach of this Agreement. This Section 4 shall survive termination of this Agreement.

5. Disclaimer of Warranties/Limitation of Liability. Grantor makes no representations or warranties about Grantor's Property or the Easement Area. Grantee's use of Grantor's Property under this Agreement is at Grantee's sole risk and subject to all covenants, encumbrances, restrictions, liens, and other matters affecting Grantor's Property.

6. Default. If Grantee breaches any of its obligations hereunder, Grantor shall provide written notice to Grantee describing in reasonable detail such default. Grantee shall have thirty (30) days from the receipt of written notice to cure the default. In the event Grantee fails to cure such default within the applicable cure period, Grantor shall then have the right to terminate this Agreement by sending written notification to Grantee and shall be entitled to pursue all remedies available at law and in equity.

7. Severability. If any provision of this Agreement shall be held to be violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision

shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

8. Amendment/Waiver. No change or modification to this Agreement shall be valid unless the same is in writing and signed by the Parties hereto. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the Party against whom it is sought to be enforced.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of each Party and their respective successors and permitted assigns.

10. Further Action. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording, with the same terms and conditions contemplated herein.

11. Running with the Land. The covenants, terms, conditions, and provisions contained herein shall run with the land and shall be binding upon and/or benefit the Parties and each of their successors and assigns and all subsequent owners of Grantor's Property and Grantee's Property, respectively.

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

[Signature Pages to Follow]

“Grantee”
Scott Runyan

By:

Scott Runyan

Scott Runyan

STATE OF COLORADO)
COUNTY OF WELD) ss.
)

The foregoing instrument was acknowledged before me this 4th day of March, 2020, before me, a Notary Public in and for said County and State, by Scott Runyan, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument.

WITNESS my hand and official seal.

Kelli Antista

Notary Public

(Seal)



“Grantee”
Maggie Runyan

By:

Maggie Runyan

Maggie Runyan

STATE OF COLORADO)
COUNTY OF WELD) ss.
)

The foregoing instrument was acknowledged before me this 4th day of March, 2020, before me, a Notary Public in and for said County and State, by Maggie Runyan, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument.

WITNESS my hand and official seal.

Kelli Antista

Notary Public

(Seal)



“Grantor”
John Shonka

By:

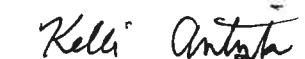


John Shonka

STATE OF COLORADO)
)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 4th day of ~~March~~, 2020, before me, a Notary Public in and for said County and State, by John Shonka, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument.

WITNESS my hand and official seal.



Notary Public

(Seal)



“Grantor”
Jill Shonka

By:



STATE OF COLORADO)
)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 4th day of ~~March~~, 2020, before me, a Notary Public in and for said County and State, by Jill Shonka, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument.

WITNESS my hand and official seal.



Notary Public

(Seal)

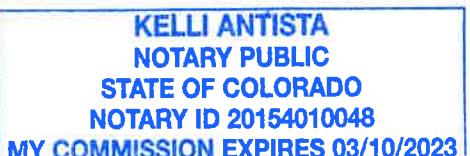


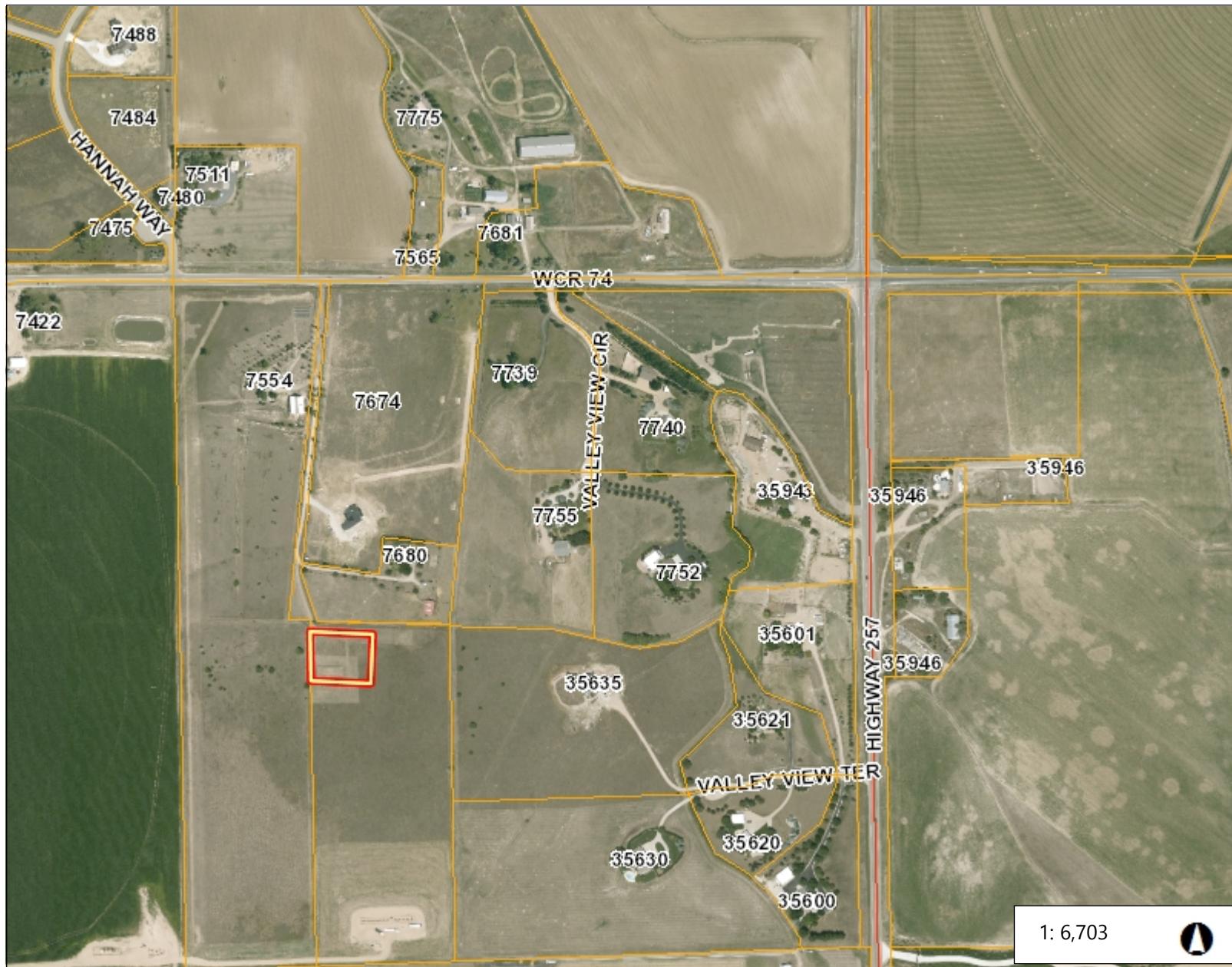
EXHIBIT A

**EASEMENT AREA DEPICTION
(highlighted in yellow)**



WELD
COUNTY
ONLINE MAPPING

Runyan Parcel Location



1,117.1

0

558.56

1,117.1 Feet



Legend

- Yellow square: Parcels
- Red line: Highway
- Black square: County Boundary

Notes

WATER TAP CERTIFICATE AGREEMENT

THIS WATER TAP CERTIFICATE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____ 202_____, 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"), **Envision Homes, LLC**, whose address is _____, _____, Colorado _____ (Owner") and **Liberty Savings Bank F.S.B.**, ("Developer"). The District, Owner and Developer are collectively referred to herein as the "Parties".

Recitals

- A. Developer is the registered certificate holder of One-Half (1/2) Allocation Unit of Raw Water, Raw Water Storage Fee (no longer applicable), Plant Investment Fee, and Distance Fee (at 1 mile) for use exclusively in the District for the Saddler P.U.D.
- B. According to Owner, Certificate 10162015-1026 was issued by Developer to Owner in spring 2019 for use on Lot 33, Saddler Planned Unit Development, Town of Severance, County of Weld, State of Colorado.
- C. Developer transferred ownership of Lot 33 to Owner by Special Warranty Deed dated February 11, 2019 under Reception No. 4468056 recorded February 20, 2020.
- D. Owner is unable to locate the original certificate which is required by the District for redemption.

Now therefore, for and in consideration of the covenants and obligations expressed herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

- A. Certificate 10162015-0126 was issued to Owner and District will accept the copy of Certificate 10162015-0126, attached here as Exhibit A, as the original document.
- B. Certificate 10162015-0126 will be assigned to Lot 33, Saddler Planned Unit Development, Town of Severance, County of Weld, State of Colorado ("Lot 33").
- C. Any future claims regarding Certificate 10162015-0126 shall be considered null and void.
- D. Developer and Owner, as well as their successors and assigns, agree to defend and hold the District, its directors, officers, agents, and employees harmless from, and to indemnify the District, its directors, officers, agents, and employees against, any future claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney fees and court costs) sought by any third parties (or awarded by any court) arising out of or in connection with any alleged right to service from the District pursuant to Certificate 10162015-0126 at a location other than Lot 33.

In witness whereof, the parties have executed this Water Tap Certificate Agreement as of the effective date set forth above.

[Remainder of Page Intentionally Left Blank]

DISTRICT:

Attest: NORTH WELD COUNTY WATER DISTRICT

By: _____ By: _____

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of ____ 202_ by
_____, as _____ of North Weld County Water District.

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 ____ 202_ by
_____, as _____ of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

OWNER:

Attest: ENVISION HOMES, LLC

By: _____ By: _____

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of ____, 202__ by
_____, as _____ of Envision Homes, LLC

Witness my hand and official seal.

My commission expires: _____

Notary Public

DEVELOPER:

Attest: LIBERTY SAVINGS BANK F.S.B.

By: _____ By: _____

STATE OF OHIO)
)ss.
COUNTY OF CLINTON)

The foregoing instrument was acknowledged before me this ____ day of ____, 202____ by
_____, as _____ of Liberty Savings Bank F.S.B.

Witness my hand and official seal.

My commission expires: _____

Notary Public

No. 10162015-1026

Allocation Unit of Raw Water, Storage Fee, Plant Investment Fee, & Distance Fee (1 Mile)

Original Purchase Date: 06/18/2008

North Weld County Water District

This Certifies that Liberty Savings Bank, FSB is the registered holder of One-Half (1/2) Allocation Unit of Raw Water, Raw Water Storage Fee, Plant Investment Fee, & Distance Fee (at 1 Mile) of the Stock transferable only on the books of the District for use in Saddler PUD by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said District has caused this Certificate to be signed by its duly authorized officers and its Seal is to be hereunto affixed this 16th day of October, 2015

President President, NWCD

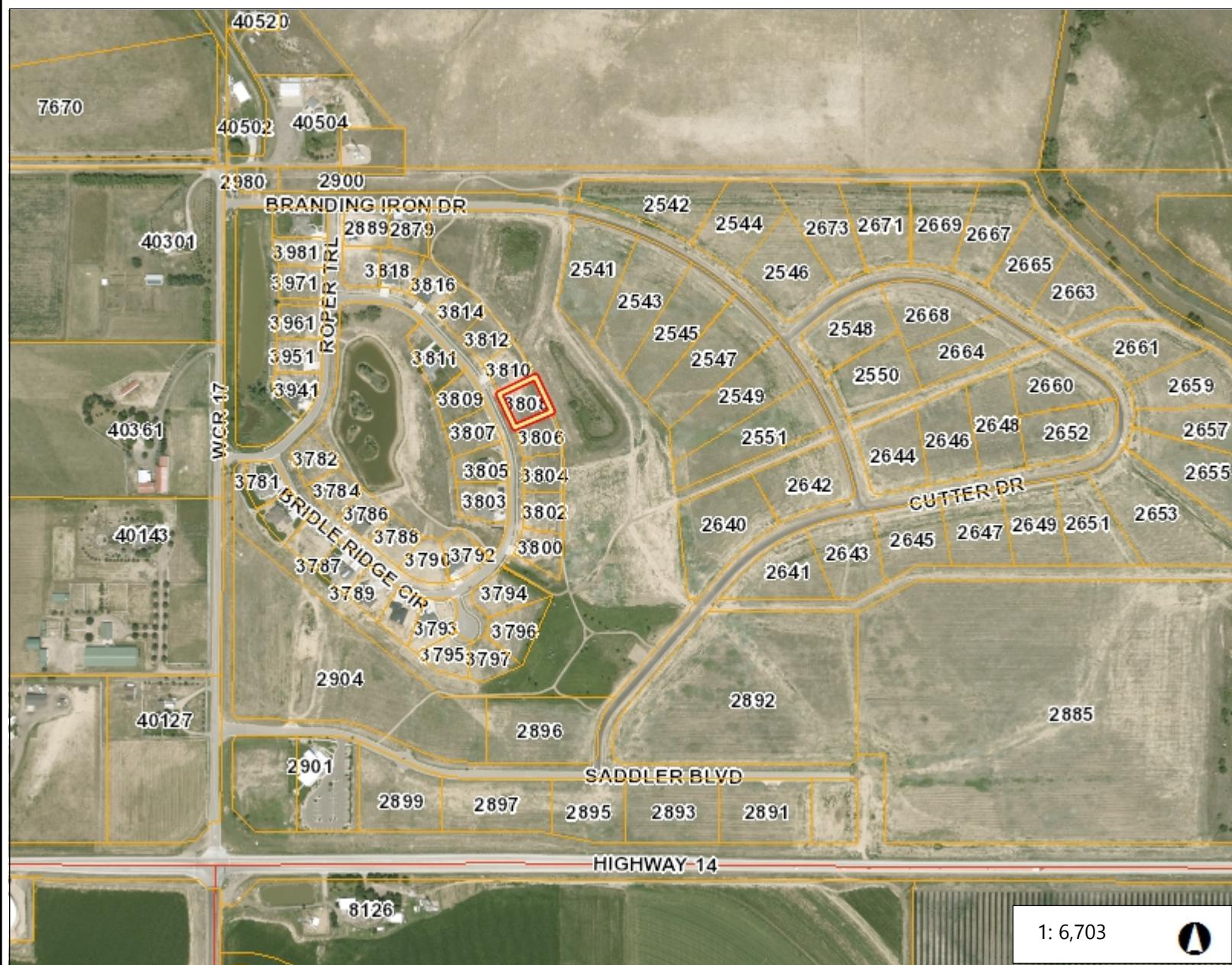
Lot	Block	Initials of Authorized Agent
33		
Purchase Date	/ /	
Buyers Name:		
ENVISION HOMES, LLC		
Premise Number (Assigned by NWCD)		

To be completed upon sale: This certificate has been assigned by Authorized Agent to _____ . The original certificate and warranty deed (Owner Name _____ , Reception No. _____) must be presented to the District for redemption. Additional tap fees will apply to consider the water tap purchase complete. Please contact the District at (970) 356-3020 for details.



WELD COUNTY
ONLINE MAPPING

Envision Homes, Saddler PUD Lot 33



1,117.1

0

558.56

1,117.1 Feet

WGS_1984/Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Parcels
- Highway
- County Boundary

Notes

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., Ste 821, DENVER, CO 80203
Main: (303) 866-3581 dwrpermitsonline@state.co.us

RESIDENTIAL Note: Also use this form to apply for livestock watering
Water Well Permit Application

Review form instructions prior to completing form.
Hand completed forms must be completed in black or blue ink or typed.

1. Applicant Information

Name(s)

Barry Reider

Mailing address

325 Cedar Ave.

City Eaton	State Co	Zip code 80615
---------------	-------------	-------------------

Telephone (w/area code) 970-217-0426	E-mail barry.reider@gmail.com
---	----------------------------------

2. Type Of Application (check applicable boxes)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Construct new well | <input type="checkbox"/> Change source (aquifer) |
| <input type="checkbox"/> Replace existing well | <input type="checkbox"/> Reapplication (expired permit) |
| <input type="checkbox"/> Use existing well | <input type="checkbox"/> Rooftop precip. collection |
| <input type="checkbox"/> Change or increase use | <input type="checkbox"/> Other: |

3. Refer To (if applicable)

Well permit #

Water Court case #

Designated Basin Determination #

Well name or #

4. Location Of Proposed Well (Important! See Instructions)

County Weld	SE	1/4 of the NW	1/4
----------------	----	---------------	-----

Section 5	Township 7	N or S <input checked="" type="checkbox"/> <input type="checkbox"/>	Range 65	E or W <input type="checkbox"/> <input checked="" type="checkbox"/>	Principal Meridian 6
--------------	---------------	--	-------------	--	-------------------------

Distance of well from section lines (section lines are typically not property lines)

1624 ft from N S 1408 ft from E W

For replacement wells only - distance and direction from old well to new well
feet Direction

Well location address (Include City, State, Zip) Check if well address is same as in Item 1.

41724 CR 39 Ault Co.

Optional: GPS well location information in UTM format. GPS unit settings are as follows:

Format must be UTM

Zone 12 or Zone 13

Units must be Meters

Datum must be NAD83

Unit must be set to true north

Was GPS unit checked for above? YES

Easting: 526121

Northing: 4495177

Remember to set Datum to NAD83

5. Parcel On Which Well Will Be Located

(You must attach a current deed for the subject parcel)

A. You must check and complete one of the following:

- Subdivision: Name _____
Lot _____ Block _____ Filing/Unit _____
- County exemption (attach copy of county approval & survey)
Name/# _____ Lot # _____
- Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed
- Mining claim (attach copy of deed or survey) Name/#: _____
- Square 40 acre parcel as described in Item 4
- Parcel of 35 or more acres (attach metes & bounds description or survey)
- Other: (attach metes & bounds description or survey)

B. # of acres in parcel

54.70

C. Are you the owner of this parcel?

YES NO

D. Will this be the only well on this parcel? YES NO (if no - list other wells)

E. State Parcel ID# (optional):

Office Use Only

Form GWS-44 (7/2012)

RECEIVED

MAR 10 2020

WATER RESOURCES
STATE ENGINEER
COLO

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

- A. Ordinary household use in one single-family dwelling (no outside use)
- B. Ordinary household use in 1 to 3 single-family dwellings:
Number of dwellings: _____
- Home garden/lawn irrigation, not to exceed one acre:
area irrigated 1 _____ sq. ft. acre
- Domestic animal watering - (non-commercial)
- C. Livestock watering (on farm/ranch/range/pasture)

7. Well Data (proposed)

Maximum pumping rate 15	gpm	Annual amount to be withdrawn 1	acre-feet
----------------------------	-----	------------------------------------	-----------

Total depth 400	feet	Aquifer Laraime-Fox Hill
--------------------	------	-----------------------------

8. Water Supplier

Is this parcel within boundaries of a water service area? YES NO
If yes, provide name of supplier:

9. Type Of Sewage System

- Septic tank / absorption leach field
- Central system: District name: _____
- Vault: Location sewage to be hauled to: _____
- Other (explain): _____

10. Proposed Well Driller License #(optional): 889

11. Sign or Enter Name of Applicant(s) or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application

Date (mm/dd/yyyy)

03/06/2020

If signing print name and title

Barry J. Reider

Office Use Only

USGS map name	DWR map no.	Surface elev.
---------------	-------------	---------------

Receipt area only

10000143

AQUAMAP

WE

WR

CWCB

TOPO

MYLAR

SBS

DIV WD BA MD



3639678 07/31/2009 10:55A Weld County, CO
1 of 1 R 6.00 D 3.50 Steve Moreno Clerk & Recorder

678



RECEIVED

MAR 10 2020

WATER RESOURCES
STATE ENGINEER
COLO

State Documentary Fee
Date: July 24, 2009

\$3.50

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on July 24, 2009 by RADIO FRONTIER BROADCASTING, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantor(s), of the County of Larimer and State of Colo for the consideration of (\$35,000.00) *** Thirty Five Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to BARRY JAMES REIDER LIVING TRUST AND JULIE ANN NELSON LIVING TRUST Grantee(s), whose street address is *, County of WELD, and State of Colorado, the following real property in the County of Weld, and State of Colorado, to wit:

LOT B, RECORDED EXEMPTION NO. 0709-05-02-RE-4923, ACCORDING TO THE MAP RECORDED JULY 15, 2009 AT RECEPTION NO. 3636527, BEING A PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO. also known by street and number as: TBD WCR 39 PIERCE CO 80650

with all its appurtenances and warrants the title to the same, subject to *all taxes and assessments for the year 2009 and the matters stated in Section 13 (transfer of title) of the Contract to Buy and Sell Real Estate (a) those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review); (b) distribution utility easements (including cable TV); (c) those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review); (d) inclusion of the Property within any special tax district; and, (e) the benefit and burdens of any declaration and party wall agreements, if any and (f) other NONE*

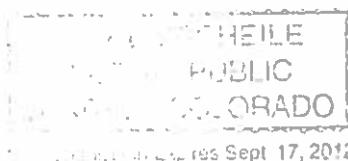
RADIO FRONTIER BROADCASTING, LLC, A COLORADO LIMITED LIABILITY COMPANY

VICTOR A. MICHAEL, JR., MEMBER/MANAGER

State of COLORADO)
County of LARIMER) ss.
)

The foregoing instrument was acknowledged before me on this day of July 24, 2009
by VICTOR A. MICHAEL, JR., MEMBER/MANAGER FOR RADIO FRONTIER BROADCASTING, LLC, A COLORADO LIMITED LIABILITY COMPANY

Notary Public
My commission expires 9/17/12



When Recorded Return to: BARRY JAMES REIDER LIVING TRUST AND JULIE ANN NELSON LIVING TRUST

* 325 Cedar Ave.
Eaton, CO 80645





STATE OF
COLORADO

DWRPermitsOnline, DNR <dnr_dwrpermitsonline@state.co.us>

Barry Reider permit

1 message

Larry Hersh <hersh1952@frii.com>
To: DWRpermitsonline@state.co.us

Mon, Mar 9, 2020 at 9:04 AM

Here is the permit application for Barry Reider I Will call with the permit fee later today.

Thank You

Larry Hersh

RECEIVED

MAR 10 2020

WATER RESOURCES
STATE ENGINEER
COLO

Alliance Irrigation, LP

Manager

Well & Pump

P.O. Box 643

206 Hill St.

Kersey, Co. 80644

Office: 970-353-1621

Cell: 970-473-4342

Email: larry@allianceirrigation.com

Colorado License 889



3 attachments

[deed.pdf](#)
70K

[Property Plat.pdf](#)
2468K

[signedwellpermitapp.pdf](#)

4503K

RECEIVED

MAR 10 2020

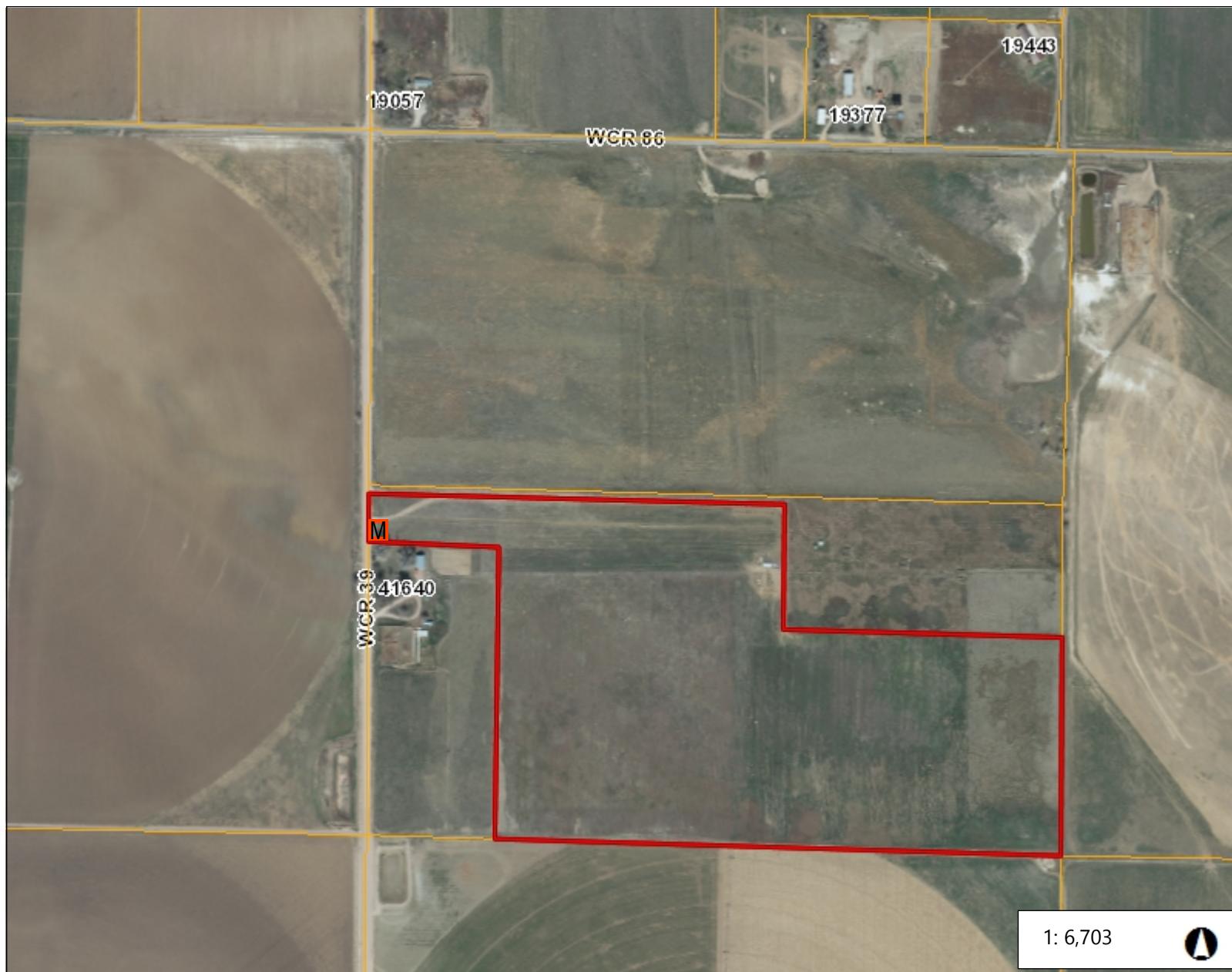
WATER RESOURCES
STATE ENGINEER
COLO



WELD COUNTY
ONLINE MAPPING

Barry Reider, 41724 WCR 39

Exhibit A



1,117.1

0

558.56

1,117.1 Feet

WGS_1984/Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Yellow square: Parcels
- Red line: Highway
- Black square: County Boundary
- Light blue square: Weld County

Notes

JACK SCHNEIDER
5249 Rockingham Court
Windsor CO 80550

December 31, 2020

North Weld County Water District
Board of Directors

Dear Sirs:

I am asking for an appeal of a decision made by your Manager in regard to a well request for the SE1/4 of Section 1 Township 7 North R66W.

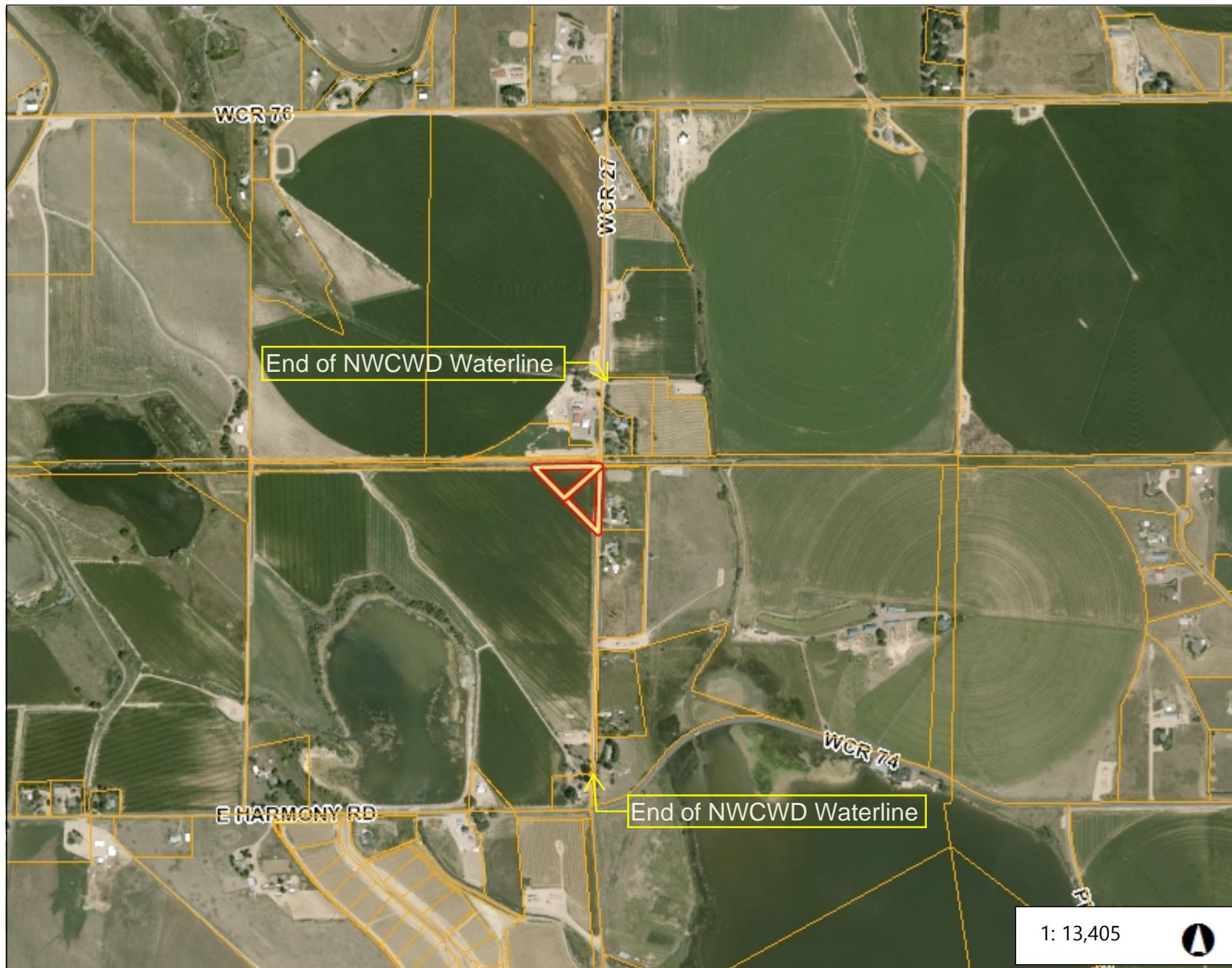
I would like to attend your January meeting to discuss this matter and explain the need for the well. I can be reached at the above number or by email to bevjac1223@gmail.com.

Your consideration is appreciated.

Sincerely,



JACK R. SCHNEIDER



Legend

-  Parcels
-  Address Label
-  Highway
-  County Boundary

Notes

6. Action: Consider Approval of Oil and Gas Lease Agreement with Nickel Road Operating LLC (distributed under separate, confidential cover)

7. Action: Consider Approval of Water Rights Acquisition and Dedication Agreements (distributed under separate, confidential cover)
 - a. Hidden Valley 6 Water Dedication Agreement



Backflow Prevention and Cross Connection Control Policy Revisions

January 2021



Background

- **1960s:** Colorado Revised Statutes require water suppliers provide cross-connection control
- **1980s:** Section 11.37 of Regulation 11 requires cross-connection control
- **2015:** Section 11.37 of Regulation 11 revised (now Section 11.39)
- **January 1, 2016:** Revisions became effective

“Inadequate protection, record keeping, reporting, operational, maintenance or other practices may be identified as a **significant deficiency and/or violation** that must be corrected for water suppliers to remain in compliance with Regulation 11.”



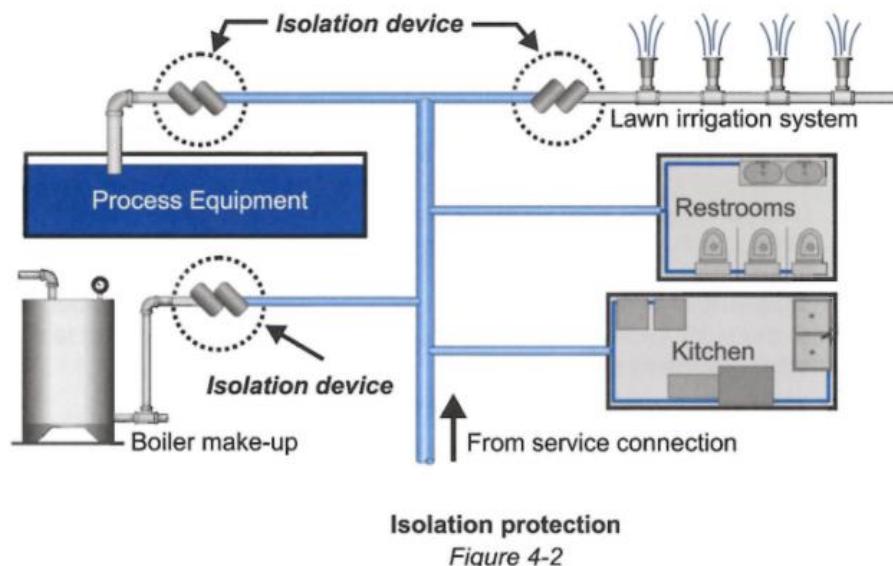
Purpose of NWCWD Policy Revisions

- Provide consistency with the NWCWD Cross-Connection Control Manual adopted in 2017, and clearly and accurately communicate CDPHE requirements to customers
- Protection by containment (direction given by the 2017 Manual) requires reduced pressure devices for cross-connection protection (except in special circumstances)
- Original Policy was drafted before NWCWD really had an approach to the Cross-Connection Control Program. This is essentially a new Policy created using some language from the original document



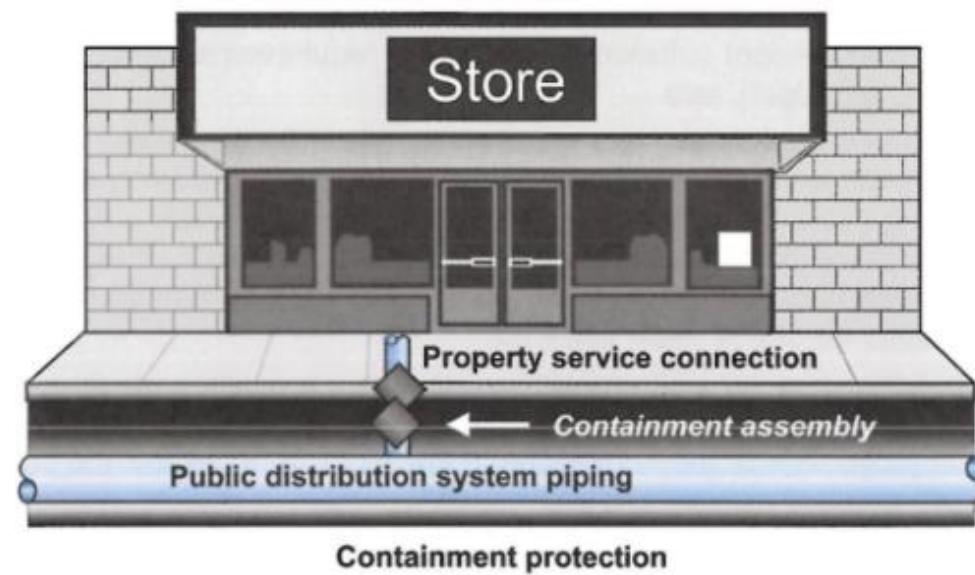
Containment vs. Isolation

Backflow Prevention Education Council of Colorado – Formally known as the State's "Advisory Committee"



NWCWD is responsible for activities, plumbing modifications, etc. on individual properties, in addition to annual testing/inspections.

This may still involve RP installations at individual locations



NWCWD is responsible for ensuring tests are performed annually

Graphics from Colorado Cross Connection Control Manual – August 2004



What is Required by CDPHE WQC Regulation 11.39?

- **Have a written program that covers the following:**
 - Process for conducting surveys
 - Legal authority to perform a survey, and legal authority to require customers to install/maintain/test backflow devices
 - The process the supplier will use to select a backflow prevention assembly or method
 - The process the supplier will use to track installation/maintenance/testing
 - The process the supplier will use to ensure backflow prevention assemblies are tested
- **Confirm cross connection is removed, suspended service to customer, or request CDPHE approve an alternative schedule in the following cases:**
 - Within 120 days of discovery of a cross connection, unless the cross connection is controlled with an approved device within this timeframe
 - Within 60 days of a failed test/inspection, if the device that produced the failed test is not repaired/replaced and retested in this timeframe



Why is NWCWD is requiring RPZ at each meter a cross-connection is discovered?

TABLE 6-2 Backflow Prevention Devices, Assemblies and Methods						
Device, Assembly or Method ¹	Degree of Hazard				Installation ²	
	Pollution (Low Hazard)		Contamination (High Hazard)			
	Back Siphonage	Back Pressure	Back Siphonage	Back Pressure		
Air gap	X		X		See Table 6-3	
Atmospheric Vacuum Breaker	X		X		Upright position. No valves downstream. Minimum of six (6) inches (152 mm) or listed distance above all downstream piping and flood level rim of receptor. ³	
Spill-Proof Pressure- Type Vacuum Breaker	X		X		Upright position. Minimum of six (6) inches (152 mm) or listed distance above all downstream piping and flood level rim of receptor. ⁴	
Double Check Valve Backflow Preventer	X	X			Horizontal, unless otherwise listed. Requires one (1) foot (305 mm) minimum clearance at bottom for maintenance. May need platform/ladder for test and repair. Does not discharge water.	
Pressure Vacuum Breaker	X		X		Upright position. May have valves downstream. Minimum of twelve (12) inches (305 mm) above all downstream piping and flood level rim of receptor. May discharge water.	
Reduced Pressure Principle Backflow Preventer	X	X	X	X	Horizontal unless otherwise listed. Requires one (1) foot (305 mm) minimum clearance at bottom for maintenance. May need platform/ladder for test and repair. May discharge water.	

1. See description of devices and assemblies in this chapter.
2. Installation in pit or vault requires previous approval by the administrative authority.
3. Refer to general and specific requirements for installation.
4. Not to be subjected to operating pressure for more than 12 hours in any 24 hour period.
5. For deck-mounted and equipment-mounted vacuum breakers, see Section 603.4.16.

- An RP is the only device that protects against **High Hazards** and **Back Pressure**
 - Once an RP is installed, NWCWD is protected and must only receive and track annual test results
- Customer could end up paying close to 2X
 - Cost of alternative device installation is not substantially different (not factoring in power)
 - If future surveys indicate vulnerability to high hazards and back pressure, customer could pay close to 2x as much
- Alternative Device Installation
 - Future re-survey to determine protection is still adequate
 - NWCWD must know what's going on at property (water usage) and pipe modifications



Why is NWCWD is requiring RPZ at each meter a cross-connection is discovered?

- CDPHE allows the following devices but...
 - Air Gaps
 - Cannot be installed at the meter. Containment is not possible.
 - PVBs
 - Does not protect against back pressure
 - Double check valves
 - Does not protect against high hazards
 - **Appropriate when there is not adequate drainage for a RPZ, is subject to flooding, or where retro fits create an unreasonable burden (language adopted by Policy)**



NWCWD's Responsibilities with Variance

- Resurvey
 - ~500 Non-Single Family Residential Properties
 - ~700 Single-Family Residential Properties with Hobby Farms
- Ensure testing/ inspection at each device
- Ensure customer did not make modifications that:
 - Create a new cross connection
 - Create back pressure
 - Add/increase the hazard

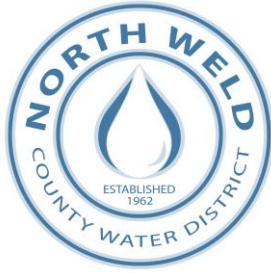


Questions



BOARD OF DIRECTORS

CHARLES ACHZIGER
GENE STILLE
GARY SIMPSON
TODD BEAN
ROBERT ARNBRECHT



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE , CO 80646

RICK PICKARD, DISTRICT MANAGER

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AN ORDINANCE FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS

Section 1. CROSS-CONNECTION CONTROL — GENERAL POLICY

1.1 Purpose. The purpose of this Ordinance is:

- 1.1.1** To protect the public potable water supply of North Weld County Water District from the possibility of contamination or pollution by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water systems; and,
- 1.1.2** To promote the elimination or control of existing cross-connections, actual or potential, between the consumer's in-plant potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; and,
- 1.1.3** To provide for the maintenance of a continuing Program of Cross-Connection Control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

1.2 Responsibility. The North Weld County Water District shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of North Weld County Water District an approved backflow prevention assembly is required (at the consumer's water service connection; or, within the consumer's private water system) for the safety of the water system, the North Weld County Water District or his designated agent shall give notice in writing to said consumer to install such an approved backflow prevention assembly(s) at a specific location(s) on his premises. The consumer shall immediately install such an approved backflow prevention assembly(s) at the consumer's own expense; and, failure, refusal or inability on the part of the consumer to install, have tested and maintained said assembly(s), shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

1.3 Additional Guidance. The North Weld County Water District shall be responsible for the creation and maintenance of the North Weld County Water District Cross Connection Control Manual.

1.3.1 the North Weld County Water District Cross Connection Control Manual is considered an integral component of this ordinance.

1.3.2 The purpose of the Cross Connection Control Manual

a. to provide the consumer additional information necessary to comply with the requirements of this ordinance.

b. The North Weld County Water District does not have jurisdiction within the consumer's system unless "Containment by Isolation" as defined in Section 2-Definitions is deemed to be appropriate by the Cross Connection Control Administrator. However, the Cross Connection Control Manual provides general information and guidance to the consumer regarding many types of cross connections and backflow protection (not all types) within the consumer's system. The Colorado plumbing Code as interpreted by the local plumbing official is the jurisdictional regulation governing the consumer's system and takes precedence over the Cross Connection Control Manual.

Section 2. DEFINITIONS

See North Weld County Water District Cross Connection Control Manual

Section 3. REQUIREMENTS

3.1 Water System

3.1.1 The water system shall be considered as made up of two parts: The Water Supplier's System and the Consumer's System.

3.1.2 Water Supplier's System shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the utility, up to the point where the consumer's system begins.

3.1.3 The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.

3.1.4 The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer's system.

3.1.5 The consumer's system shall include those parts of the facilities beyond the termination of the water supplier distribution system which are utilized in conveying potable water to points of use.

3.2 Policy

3.2.1 No water service connection to any premise shall be installed or maintained by the Water Supplier unless the water supply is protected as required by Colorado Department Public Health and Environment (CDPHE) laws and regulations and this Ordinance for the Control of Backflow and Cross Connection. Service of water to any premises shall be discontinued by the Water Supplier if a backflow prevention assembly required by this Ordinance for the Control of Backflow and Cross Connection is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

3.2.2 The consumer's system should be open for inspection at all reasonable times to authorized representatives of the North Weld County Water District to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Cross Connection Control Administrator shall deny or immediately discontinue service to the premises until the consumer has corrected the condition(s) in conformance with the CDPHE statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3.2.3 An approved backflow prevention assembly shall also be installed on each service line to a consumer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:

a. In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Cross Connection Control Administrator, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard.

b. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard. This

shall include the handling of process waters and waters originating from the water supplier's system which have been subject to deterioration in quality.

c. In the case of premises having (1) internal cross-connections that can not be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impractical or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.

3.2.4 The type of protective assembly required under subsections 3.2.3a, b, and c shall depend upon the degree of hazard which exists as follows:

a. In the case of any premise where there is an auxiliary water supply as stated in subsection 3.2.3.a of this section and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

b. In the case of any premise where there is water or substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved double check valve backflow prevention assembly.

c. In the case of any premise where there is any material dangerous to health, which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

d. In the case of any premise where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly at the service connection.

e. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each service to the premise.

3.2.5 Any backflow prevention assembly required herein shall be a make, model and size approved by the Cross Connection Control Administrator. The term "Approved Backflow Prevention Assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the laboratory and field performance standard of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in: Standards of Backflow Prevention Assemblies Chapter 10 of the most current edition of the Manual of Cross-Connection Control. Said USC FCCCHR standards have been adopted by the Cross Connection Control Administrator. Final approval shall be evidenced by the appearance of the specific model and size on the List of Approved Backflow Prevention Assemblies published by the USC FCCCHR along with a "Certificate of Approval" for the said USC FCCCHR Standards; issued by an approved testing laboratory. The following testing laboratory has been qualified by the Cross Connection Control Administrator to test and approve backflow prevention assemblies:

Foundation for Cross-Connection Control and Hydraulic Research
University of Southern California
Los Angeles, California 90089-2531

Testing laboratories other than the laboratory listed above may be added to an approved list if they are qualified by the Cross Connection Control Administrator.

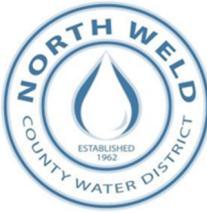
Backflow preventers, which may be subjected to backpressure or backsiphonage, that have been fully tested and have been granted a Certificate of Approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow prevention assemblies may be used without further test or qualification.

3.2.6 It shall be the duty of the consumer at any premise where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the Cross Connection Control Administrator deems the hazard to be great enough he may require field tests at more frequent intervals. These tests shall be at the expense of the consumer and shall be performed by North Weld County Water District personnel or by a certified tester approved by the Cross Connection Control Administrator. It shall be the duty of the Cross Connection Control Administrator to see that these tests are made in a timely manner. These assemblies shall be repaired, overhauled or replaced at the expense of the consumer whenever said assemblies are found to be defective. Records of such tests, repairs and overhaul shall be kept and made available to the Cross Connection Control Administrator.

3.2.7 All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the field testing and maintenance requirements under subsection 3.2.6, be excluded from the requirements of these rules so long as the Cross Connection Control Administrator is assured that they will satisfactorily protect the water purveyor's system. Whenever the existing device is moved from the present location or requires more than minimum maintenance or when the Cross Connection Control Administrator finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section.

3.2.8 The Cross Connection Control Administrator is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this ordinance. All such rules and policies shall be consistent with the provisions of this ordinance and shall be effective March 27, 2017.

3.2.9 Failure to comply with any portion of this regulation may pose a serious risk to the distribution system and potable drinking water. Therefore, the Cross Connection Control Administrator may discontinue water service to the consumer's system if the consumer fails to comply.



NORTH WELD COUNTY WATER DISTRICT

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AN AMENDED POLICY FOR THE CONTROL OF BACKFLOW AND CROSS-CONNECTIONS

PART 1 - CROSS-CONNECTION CONTROL — GENERAL POLICY

1.01. PURPOSE

- A. The purpose of this Policy is:
 1. To protect the public potable water supply of North Weld County Water District ("NWCWD") from the possibility of contamination or pollution by isolating within internal distribution systems or private water systems such contaminants or pollutants which could backflow into the public water systems; and
 2. To promote the elimination or control of existing cross-connections, actual or potential, between the customer's in-plant potable water systems and non-potable water systems, plumbing fixtures and industrial piping systems; and
 3. To provide for the maintenance of a continuing Program of Cross-Connection Control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

1.02. AUTHORITY

- A. The authority to implement this Policy is contained in the following statute, legislation and regulations and acts:
 1. Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS).
 2. Section 39 of 5 CCR 1002-11, Colorado Primary Drinking Water Regulations.
 3. Colorado Plumbing Code.
- B. NWCWD shall have the authority to survey all service connections within the distribution system to determine if the connection is a cross-connection.
- C. NWCWD shall have the authority to control all service connections within the distribution system if the connection is a cross-connection.
- D. NWCWD may collect fees for the administration of this Policy.

1.03. APPLICABILITY

- A. This Policy applies to all service connections within the NWCWD service area, including anyone by contract or agreement with NWCWD who are users of the NWCWD public water system.

1.04. ADDITIONAL GUIDANCE

- A. NWCWD shall be responsible for the creation and maintenance of the *North Weld County Water District Cross-Connection Control Manual* (the “Cross-Connection Control Manual”) which is considered an integral component of this Policy. The purpose of the Cross-Connection Control Manual is to provide the customer additional information necessary to comply with the requirements of this Policy.
- B. NWCWD does not assume any responsibility within the customer’s system unless Containment by Isolation is deemed to be appropriate by the Cross-Connection Control Administrator.

PART 2 - DEFINITIONS

- 2.01. Unless defined in this Policy, all capitalized terms shall have the meaning set forth in the Cross-Connection Control Manual. SEE *NORTH WELD COUNTY WATER DISTRICT CROSS-CONNECTION CONTROL MANUAL*.

PART 3 - REQUIREMENTS

3.01. WATER SYSTEM

- A. The water system in NWCWD’s service area shall be considered as made up of two parts:
 1. NWCWD’s system, and
 2. Customer’s system.
- B. NWCWD’s system shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the NWCWD, up to the point where the customer’s system begins.
- C. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- D. The distribution system shall include the network of conduits used for the delivery of water from the source to the customer’s system.
- E. The customer’s system shall include those parts of the facilities beyond the termination of NWCWD’s system which are utilized in conveying potable water to points of use.

3.02. CROSS CONNECTIONS

- A. All service connections within the NWCWD's distribution system shall be subject to a survey for cross-connections. If a cross-connection has been identified, an appropriate Backflow Prevention Assembly or Method shall be installed at the customer's water service connection immediately downstream of the water meter, or as close to that location as deemed practical by NWCWD; but, in all cases, on or before the first branch line leading off the service line.
- B. No service connection to any premise shall be installed or maintained by NWCWD unless the water supply is protected as required by Colorado Department Public Health and Environment laws and regulations and this Policy.
- C. NWCWD shall discontinue service of water to any premises if:
 - 1. A Backflow Prevention Assembly required by this Policy is not installed, tested and maintained; or
 - 2. It is found that a Backflow Prevention Assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- D. All Backflow Prevention Assemblies shall be a make, model and size Approved by the Cross-Connection Control Administrator. Final approval shall be evidenced by the appearance of the specific model and size on the List of Approved Backflow Prevention Assemblies published by the USC FCCCHR or ASSE and confirmed by a certified Cross-Connection Control Technician.
- E. An Approved Backflow Prevention Assembly or Method shall be installed in the service line to protect NWCWD's system when it is difficult to determine the Degree of Hazard of a customer's system. Such Backflow Prevention Assembly shall be installed when, after reasonable efforts, NWCWD is unable to inspect a customer's system due to intricate plumbing and piping arrangements, or where entry to all portions of the premises is not made available for inspection purposes, making it impractical or impossible to ascertain whether or not dangerous cross-connections exist, the Water Supplier's System shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.
- F. NWCWD's system shall be protected by an approved reduced pressure principle backflow assembly, except in the following instances:
 - 1. Where there is not adequate drainage for a reduced pressure principle backflow assembly.
 - 2. Where the reduced pressure principle backflow assembly is subject to flooding.
 - 3. Where retrofits create an unreasonable burden.
 - 4. Instances described in Sections 3.02.F.1-3 shall be protected by a Backflow Prevention Assembly or method approved by the Cross-Connection Control Administrator.

- G. In no case shall it be permissible to have connections or tees between the meter and the containment Backflow Prevention Assembly.
- I. Backflow prevention assemblies shall be installed per manufacturer's installation instructions and not be installed in a manner that could compromise the device's ability to provide backflow prevention.
- J. Reduced pressure principle backflow prevention assemblies shall not be installed in a manner subject to flooding. Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle backflow prevention assemblies. Such discharge shall be conveyed in a manner which does not impact waters of the state.
- K. All Backflow Prevention Assemblies and Methods shall be protected to prevent freezing. Those assemblies and methods used for seasonal services may be removed in lieu of being protected from freezing. The assemblies and methods must be reinstalled and then tested by a certified Cross-Connection Control Technician upon reinstallation.
- L. Where a Backflow Prevention Assembly or Method is installed on a water supply system using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.
- M. NWCWD shall require inspection, testing, maintenance, re-surveying, and as needed repairs and replacement of all backflow prevention assemblies and methods, and of all required installations within the customer's plumbing system in the cases where containment assemblies and or methods cannot be installed.
- N. All costs for design, installation, maintenance, testing, inspection, resurveying, and as needed repair and replacement are to be borne by the customer.
- O. No grandfather clauses exist except for fire sprinkler systems where the installation of a Backflow Prevention Assembly or Method will compromise the integrity of the fire sprinkler system.
- P. For new buildings, all building plans must be submitted to NWCWD and approved prior to the issuance of water service. Building plans must show:
 1. Water service type, size and location;
 2. Meter size and location;
 3. Backflow Prevention Assembly size, type and location; and
 4. Fire sprinkler system(s) service line, size and type of Backflow Prevention Assembly.
 5. All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for containment of the system.
 6. All glycol (ethylene or propylene), or antifreeze systems, shall have an Approved reduced pressure principle backflow preventer for containment.

7. Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.
8. In cases where the installation of a Backflow Prevention Assembly or Method will compromise the integrity of the fire sprinkler system, the Cross-Connection Control Administrator can choose to not require the Backflow protection. NWCWD will require additional monthly water quality monitoring and testing. If NWCWD suspects water quality issues, NWCWD will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically. All costs for water quality monitoring and testing, and flushing, will be borne by the customer.

Q. Inspection, Testing, Resurveying, and Repair

1. Backflow Prevention Assemblies and Methods shall be installed in a location which provides access for maintenance, testing and repair.
2. Backflow Prevention Assemblies shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually, thereafter. In instances where the Cross-Connection Control Administrator deems the hazard to be great enough, they may require field tests at more frequent intervals. The tests shall be made at the expense of the customer.
3. All Backflow Prevention Methods shall be inspected at the time of installation and on an annual schedule thereafter. In instances where the Cross-Connection Control Administrator deems the hazard to be great enough, they may require inspections at more frequent intervals. Such inspections must be conducted by a Certified Cross-Connection Control Technician, a Certified Cross-Connection Control Surveyor, or other person whose qualifications are approved by the Cross-Connection Control Administrator. The inspections shall be made at the expense of the customer.
4. As necessary, Backflow Prevention Assemblies or Methods shall be repaired, overhauled, or replaced, and re-tested or re-inspected, at the expense of the customer whenever the assemblies or methods are found to be defective. Records of such tests, repairs, and overhaul shall be kept and made available to the Cross-Connection Control Administrator.
5. Any Backflow Prevention Assemblies or Methods that are non-testable, shall be inspected at least once annually by a certified Cross-Connection Control Technician. The inspections shall be made at the expense of the customer.
6. In instances where Containment by Isolation is approved, the customer's system shall be re-surveyed annually at the expense of the customer. The Surveyor shall have certifications as required by Cross-Connection Control Administrator. The Customer shall provide NWCWD proof of certifications and survey results.
7. Testing gauges shall be tested and calibrated for accuracy at least once annually.

3.03. REPORTING AND RECORDKEEPING

- A. Copies of records of test reports, repairs and retests, or replacements shall be kept by the customer for a minimum of three (3) years.
- B. Records of test reports, repairs and retests to NWCWD by electronic upload to its online tracking platform. Electronic upload costs will be borne by the customer.
- C. Information on test reports shall include, but may not be limited to:
 - 1. Assembly or method type
 - 2. Assembly or method location
 - 3. Assembly make, model and serial number
 - 4. Assembly size
 - 5. Test date
 - 6. Test results including all results that would justify a pass or fail outcome
 - 7. Certified Cross-Connection Control Technician certification agency
 - 8. Technician's certification number
 - 9. Technician's certification expiration date
 - 10. Test kit manufacturer, model and serial number
 - 11. Test kit calibration date

3.04. RIGHT OF ENTRY

- A. The customer's system should be open for inspection at all reasonable times to authorized representatives of NWCWD to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Cross-Connection Control Administrator shall deny or immediately discontinue service to the premises until the customer has corrected the condition(s) in conformance with the CDPHE statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3.05. COMPLIANCE

- A. Customers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of Backflow Prevention Assemblies and with the survey/re-survey process. For any identified uncontrolled cross-connections, NWCWD shall ensure one of the following actions are complete within 90 days of its discovery, unless an alternative schedule is agreed upon between the customer, NWCWD, and CDPHE:
 - 1. Control the cross-connection

2. Remove the cross-connection
 3. Suspend service to the cross-connection
- B. NWCWD shall give notice in writing to any customer whose plumbing system has been found to present a risk to NWCWD's system through an uncontrolled cross-connection. The notice and order shall state that the customer must install a Backflow Prevention Assembly or Method at each service connection to the customer's premises. The notice and order will give a date by which the customer must comply.
 1. In instances where a Backflow Prevention Assembly or Method cannot be installed at each service connection, the customer must install Approved Backflow Prevention Assemblies or methods at all cross-connections within the customer's water supply system. The notice and order shall state that the customer must install a Backflow Prevention Assembly or Method at each cross-connection within the customer's premises. The notice and order will give a date by which the customer must comply.
 2. If the assembly or method cannot be installed by the date specified in the written notice, NWCWD must take action to control or remove the cross-connection, suspend service to the cross-connection or receive an alternative compliance schedule from the CDPHE.
- C. Any violation of the provisions of this Policy may, upon conviction, be punishable as provided in all applicable statutes, laws, and regulations. NWCWD may also impose reasonable fees, fines, or other penalties for violations of this Policy.
- D. If a dispute or conflict arises between this Policy, and any plumbing, mechanical, building, electrical, fire or other code adopted by the State, then the most stringent provisions of each respective code shall prevail.
- E. The Cross-Connection Control Administrator is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this Policy. All such rules and policies shall be consistent with the provisions of this Policy and shall be effective immediately.
- F. Failure to comply with any portion of this regulation may pose a serious risk to the distribution system and potable drinking water. Therefore, the Cross-Connection Control Administrator may discontinue water service to the customer's system if the customer fails to comply.

9. Executive Session: The Board reserves the right to enter into Executive Session, (if necessary, pursuant to §§ 24-6-402(4)(b) and (e), C.R.S.)
10. District Manager's Report:
 - a. 28.25 Taps Sold in December, Year to Date
2020 401.5 Taps Sold
 - b. NOCO Regional Strata Op December 16 and 17
11. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)
12. Other Business



12/18/2020

Dear Eric,

Thank you for committing two full days to participate in the StratOp around water in our region. The shared effort resulted in a truly thoughtful mission, ***Build sustainable water systems and solutions for the future of Northern Colorado*** and direction on *how we are gonna get there*:

1. *Create a shared regional philosophy*
2. *Invest in our convening body and establish leadership and accountability*
3. *Create consistent regional messaging and a reporting strategy*
4. *Thoughtfully curate and engage the list of participants*
5. *Make explicit commitments to funding and resources to pursue collaborative initiatives*
6. *Commit to preserving and respecting each unique community's identity and perspectives*

The mission of the Community Foundation of Northern Colorado is to *Inspire and Unify the Communities We Serve*. We are inspired by your commitment to regional collaboration.

As we can help, we are here to serve you and our region.

Sincerely,

A handwritten signature in blue ink that appears to read "Rich Fagerlin".

Richard Fagerlin, Interim CEO and President

A handwritten signature in blue ink that appears to read "Ella Fahrlander".

Ella Fahrlander, Chief Engagement Officer

A handwritten signature in blue ink that appears to read "Mandy Hoffman".

Mandy Hoffman, Operations and Initiatives Manager

A handwritten message in red and green ink that reads "Happy Holidays!" with two small green lines underneath.

THANK YOU

4745 Wheaton Dr, Fort Collins, CO 80525 | 970.224.3462 | NoCoFoundation.org/HachCenter

The Hach Center for Regional Engagement is the flagship program of the Community Foundation of Northern Colorado.