



**AMENDMENT NO. 37  
TO THE AGREEMENT FOR CONSULTING SERVICES**

**TASK ORDER NO. 5  
COORDINATION AND DESIGN SUPPORT FOR DISTRICT PROJECTS  
BUDGET ALLOCATION INCREASE**

This AMENDMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the North Weld County Water District (hereafter referred to as the “Client” or “District”) and Providence Infrastructure Consultants, Inc., (hereafter referred to as the “Consultant”). This is an Amendment to the original Agreement between the same entities dated the 26<sup>th</sup> day of June 2017. All provisions of the original Agreement are included by reference as part of this Amendment. The paragraphs below describe the scope, fee, and schedule for this Amendment.

**DESCRIPTION:** This is a fee allocation amendment for Task Order No. 5. The primary purpose of this amendment is to add additional subconsultants to several tasks shown in EXHIBIT B, primarily cyber-security associated with the Risk and Resilience Assessment and Phase 3 of the Line 1 Replacement Project.

**SCOPE:** This amendment does not generally change the Scope of Task Order No. 5. The Scopes for each individual Miscellaneous Project are mutually-developed between the Client and the Consultant, and progress is discussed documented during the regularly-scheduled Coordination Meetings.

**FEE:** Fees associated with this Amendment are defined as follows. Costs will be billed on an hourly basis plus expenses for the actual time required. Subconsultant proposals for work associated with the various Miscellaneous Projects noted below (if any) are attached to this Amendment, as noted.

<b>Item</b>	<b>Description</b>	<b>Cost/Fee</b>	<b>Exhibit</b>	<b>Notes</b>
1	Task Order No. 5 Budget Overage through May 25, 2021	\$0.00	N/A	No current budget overage at the time of the preparation of this amendment
2	Subconsultant fees associated with Various Miscellaneous Projects	\$77,011.00	B	Refer to the referenced Exhibit (attached) for a breakdown of subconsultants and related fees, per each Miscellaneous Project task.
<b>Total for this Amendment =</b>		<b>\$ 77,011.00</b>		
<b>Proposed Contract Value =</b>		<b>\$2,217,011.00</b>		<b>Including this Amendment [No. 37]</b>

**SCHEDULE:** The anticipated completion schedule associated with this revised budget allocation varies per each Miscellaneous Project but is generally intended to support anticipated Consultant services through the period described above.

IN WITNESS whereof, the duly authorized representatives of the Client and Consultant have executed this AMENDMENT.



**Client**

NORTH WELD COUNTY WATER DISTRICT

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By: Eric Reckentine  
*(Typed Name)*

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Title: District Manager

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Date:

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**Consultant**

PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.

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By: Darin J. Pytlik  
*(Typed Name)*

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Title: Vice President

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Date: 06/07/2021

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**AMENDMENT NO. 37: EXHIBIT A**

*(NOT APPLICABLE TO THIS AMENDMENT)*



## AMENDMENT NO. 37: EXHIBIT B

Miscellaneous Project		Subconsultant	Service	Fee
053	Tank Designs	JR Engineering	Surveyor	\$ 1,540.00
075	Risk & Resilience Assessment	Redbot	Cyber Security	\$ 55,231.00
083	Line 1 Replacement Project - Phase 3	GROUND Engineering	Geotech	\$ 16,665.00
083	Line 1 Replacement Project - Phase 3	ERO Resources	Environmental	\$ 3,575.00
<b>Subconsultant Total for Amendment, incl. 10% Admin. Mark-Up =</b>				<b>\$ 77,011.00</b>



**AMENDMENT NO. 37: EXHIBIT B-1**

**JR Engineering, LLC**  
7200 South Alton Way, Suite C400  
Centennial, CO 80112  
303-740-9393

Providence Infrastructure Consultants, Inc.  
Darin Pyllik  
dpytlik@providenceic.com

Invoice number 77743  
Date 04/30/2021

Project 1000-5957.00 Thcrnton Water Project

For Professional Services through April 30,2021

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Invoice
Revisions to Four Easements Previously Created for the TWP	1,400.00	100.00	1,400.00	0.00	1,400.00
Total	1,400.00	100.00	1,400.00	0.00	1,400.00

Invoice total **1,400.00**

**AMENDMENT NO. 37: EXHIBIT B-2**



**14 Services Quotation**

Phase	Services	Duration	Consultants	Location	Cost
External	Black-Box Pen-Test	6 days	1	Off-Site	\$10,860
Internal	Black-Box Pen-Test	10 days	1	Off-Site/Remote VPN	\$18,100
SCADA Review*	Review of SCADA architecture and identifying non-US technologies included.	50 hours	1 subcontractor	On-Site/Off-Site	\$21,250
Retesting	Retest of Remediated Vulnerabilities (DOES NOT INCLUDE PHYSICAL SECURITY)	TBD	1	Off-Site	INC
Reporting	Reporting Draft	10 days	2	Off-site	INC
Reporting	Final	10 days	2	Off-Site	INC
Travel		On-site travel at discretion of client (travel cost billed separately and travel time deducted from hours)			TBD
				<b>SUB TOTAL</b>	\$50,210
				<b>TOTAL</b>	<b>\$50,210</b>

\* Additional hours over the initial bucket to be added-on in 20-hour increments - To be used within 1 year of SOW execution date. The work proposed herein will begin on a mutually acceptable date to be determined. Allocation of time and resources for this project will occur upon receiving the Service Acceptance Agreement and Purchase Order attached in this document. Availability of Redbot Security Consulting Services consultants at the established start date of the project may change otherwise. **This Statement of Work and pricing contained expires on May 27, 2021**



**AMENDMENT NO. 37: EXHIBIT B-3**

**GROUND  
ENGINEERING**

May 10, 2021

Subject: Proposed Scope of Professional Services, Subsurface Exploration and Geotechnical Data Report, **Line 1 Replacement 2021/2022 along Highway 14**, Larimer County, Colorado

Proposal No. 2104-0872 Revised2

Dillon Cowing  
**Providence Infrastructure Consultants**  
300 Plaza Drive, Suite 320  
Highlands Ranch, Colorado 80129

Dear Mr. Cowing:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit this scope for a subsurface exploration program to develop geotechnical data in support of design and installation of a 48-inch diameter, water transmission line along Highway 14 in Larimer County, between County Roads 3 and 5. We understand that the installation will include two trenchless undercrossings of Highway 14 and one of the outlet piping of Repogle Reservoir where 66-inch casings will be installed to carry the pipe. Preliminary design places the top of the pipe at depths of about 6 feet below top of pavement / existing grade.

Based on provided information and our experience with similar projects, we propose the following:

**Services**

- Drill 5 test holes, 2 per highway undercrossing and 1 for the Repogle Reservoir outlet piping undercrossing, with a conventional, track- or buggy-mounted drilling rig at locations generally as shown in an drawing provided by Providence Infrastructure Consultants, as determined by GROUND and Providence Infrastructure Consultants. The test holes will be advanced to a depth of about 25 feet or practical auger refusal to evaluate the subsurface conditions and to obtain samples for laboratory testing. Final depths of the test holes, however, will be determined in the field as exploration progresses and as the subsurface profile becomes evident.

41 Inverness Drive East | Englewood, CO 80112 | (303) 289-1989 | [www.groundeng.com](http://www.groundeng.com)

ENGLEWOOD | COMMERCE CITY | LOVELAND | GRANBY | GYPSUM | COLORADO SPRINGS

**AMENDMENT NO. 37: EXHIBIT B-3**  
Highway 14 Undercrossing  
Larimer County, Colorado

- Conduct a limited laboratory testing program to evaluate relevant engineering characteristics of the earth materials at the site.
- Analyze the results of the field and laboratory studies to develop geotechnical conclusions regarding the installation conditions for the pipeline.
- Prepare a report summarizing the data obtained, and presenting our findings, and conclusions, including a discussion of installation conditions.

Electronic copies (.pdf format) of the reports will be provided. Hard/paper copies are available upon request. Field services, data analysis and report preparation will be conducted under the supervision of a licensed professional engineer.

**Fees**

We can complete the above-outlined scope of services for a lump sum fee of \$11,950 which includes the cost of our drilling contractor, but assumes normal work day (Monday through Friday, 7 AM to 6 PM) operations. Additional fees will apply for nights, weekends or holidays.

**Optional Additional Services**

Other services may be requested for this project beyond the scope outlined above, but GROUND will not proceed with the following optional additional services without your prior approval and authorization. However, the following service may be required to complete the subsurface exploration program.

- **Drilling in CDOT Right of Way** If a test hole must be located in the CDOT Right of Way along Highway 14, we can obtain a CDOT occupancy permit. Traffic control also will be needed. We anticipate that the traffic control plan, obtaining the CDOT permit, and the traffic control, will be approximately \$2,000 in addition to the fee above, depending on the required signage.  
DP (initial if approved)
- **Private Utility Locate** Locating services may be required to attempt to identify private utilities that will not be marked by UNCC / Colorado 811. GROUND can coordinate with a private locating subcontractor to provide this service upon request. The client should be aware that authorizing this service does not guarantee that all private utilities can and/or will be located, identified, and marked. GROUND is not liable for any damage to

**AMENDMENT NO. 37: EXHIBIT B-3**  
 Highway 14 Undercrossing  
 Larimer County, Colorado

privately owned utilities. This service is **estimated to be \$600** per undercrossing location, in addition to the fee above.

DP (initial if approved)

**2 x \$600 = \$1,200**

If other additional services are requested, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the Fee Schedule on Page 6 of this scope. GROUND will not proceed with additional services without your prior approval and authorization. As times required for post-report meetings and consultation are difficult to forecast, we proposed to provide such services also on a time and unit rated basis. Specifically, a rate of \$140 per hour will apply for a project engineer or geologist, \$175 per hour for a professional engineer or geologist, and \$205 per hour for a GROUND principal.

**Considerations / Exclusions**

- We assume that Providence Infrastructure Consultants will furnish right-of-entry for GROUND and our subconsultants/subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations, including any necessary coordination with the property owners.
- We assume that the site will be accessible to a conventional, track- or buggy-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- Our scope does not include fees associated with obtaining permits – other than the CDOT permit noted above – to complete our field services or to respond to agency reviews of our report.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owners must identify or otherwise locate these utilities. By entering into an agreement with Providence Infrastructure Consultants accepts this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities. We have assumed that Providence Infrastructure Consultants will notify the property owners within 48 hours of execution of this agreement.



## AMENDMENT NO. 37: EXHIBIT B-4

ERO Resources Corporation  
Scope of Work for Environmental Services for  
North Weld County Water District  
Line 1 Partial Replacement  
Weld County, Colorado

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- In the event ERO’s Class I review identifies other cultural resource types in the Corps’ jurisdictional areas, the Corps may require additional work such as a field survey and report that meets standards for Section 106 NHPA SHPO consultation. ERO will provide a revised scope of work for the additional tasks, if necessary.

### Task 3. Prepare Request for Nationwide 404 Permit Authorization

ERO will prepare a new Pre- Construction Notification (PCN) as part of the request for authorization under the new NWP for water line activities. The PCN will include a summary of the wetland delineation, threatened and endangered species information, cultural resources, and information on grading and structures provided by the Client.

ERO will coordinate with the Client on what other information ERO requires for the submittal to the Corps. Typical information includes plan and profile views, cross sections, figures showing and quantifying impacts to jurisdictional areas, quantities of fill material below the ordinary high water mark, details, background information on other approval requirements (e.g., those of the Federal Emergency Management Agency), and a discussion of the purpose of, and need for, the project.

#### Products:

- Draft and final Preconstruction Notification submitted to the Client via email and one hard copy sent to the Corps.

#### Assumptions

- ERO will revise the draft report once, based on combined comments from the Client. Additional revisions would be considered an additional service.
- The project will be authorized under a NWP. If an Individual Permit is required, a new SOW will be prepared.
- The Client will provide ERO with electronic and PDF project plan sets.

### Estimated Costs

Tasks 1 through 3 will be completed on a time-and-materials basis for a cost not exceed \$3,250.00, including expenses billed at cost plus 6% (see below for breakout).

Task 1.	Identify and Map Wetlands, Open Water, and Channels	\$1,250.00
Task 2.	Cultural File and Literature Review	\$500.00
Task 3.	Prepare Request for Nationwide Permit Authorization	\$1,500.00
<b>Total including expenses</b>		<b>\$3,250.00</b>

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

May 27, 2021

**Re: NWCWD – Severance Master Meter Station No. 2 – Bid Recommendation**

To whom it may concern:

Providence Infrastructure Consultants (PIC), acting on behalf of North Weld County Water District (NWCWD) as the Engineer, opened Bids at 10:00 a.m. on May 26, 2021, per the Invitation to Bid for the subject-named Project.

Two Bids were received from the following Bidders:

- ▶ American West Construction – EXHIBIT A - \$338,850
- ▶ BT Construction – EXHIBIT B - \$363,253

Per the Invitation to Bid, Bids were only allowed from Bidders who had attended the MANDATORY Pre-Bid Conference that was held on May 20, 2021. Both of the Bidders listed above attended the Pre-Bid Conference, and zero Bids were received from Bidders who did not attend the Pre-Bid Conference.

The amounts of the Bids received are in line with the Engineer’s expectations, and the Engineer suggests award of the Contract to American West Construction for the Bid amount stated above.

Sincerely,

**Providence Infrastructure Consultants, Inc.**



**Darin J. Pytlik, P.E.**  
Vice President  
dpytlik@providenceic.com

RECEIVED  
MAY 26 2021  
BY: \_\_\_\_\_



275 E. 64<sup>th</sup> Ave.  
Denver, CO 80221  
Ph: 303.455.0838  
Fax: 303.455.8148

**AMERICAN WEST CONSTRUCTION, LLC**

**PROPOSAL FOR:  
SEVERANCE MASTER METER STATION NO.2**

ADDENDUM NO. 01 – ATTACHMENT NO. 1

SECTION 00 41 00

BID FORM

**ARTICLE 1 – OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13);
  - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
  - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

**ARTICLE 3 – BASIS OF BID**

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-32)	LS	1	\$14,000.00	\$14,000.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
2	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00
3	Construction Traffic Control	LS	1	\$20,000.00	\$20,000.00
4	Construction Surveying	LS	1	\$2,000.00	\$2,000.00
5	Field Quality Control Testing	LS	1	\$5,600.00	\$5,600.00
6	Dewatering	LS	1	\$750.00	\$750.00
7	Electrical Work	LS	1	\$66,000.00	\$66,000.00
8	Erosion & Sedimentation Control	LS	1	\$8,500.00	\$8,500.00
9	Earthwork	LS	1	\$17,000.00	\$17,000.00
10	Curb and Gutter – Remove & Replace	LF	20	\$200.00	\$4,000.00
11	Roadway Pavement – Remove & Replace	SY	40	\$270.00	\$10,800.00
12	Sidewalk – Remove & Replace	SF	140	\$33.00	\$4,620.00
13	Install EFI Meter Station (Furnished by Town of Severance)	LS	1	\$33,000.00	\$33,000.00
14	Pipe - 12-Inch DR18 PVC w/ Restrained Joints	LF	289	\$190.00	\$54,910.00
15	Blowoff Assembly (2-inch)	EA	1	\$2,700.00	\$2,700.00
16	30- by 12-inch Tapping Sleeve	LS	1	\$8,200.00	\$8,200.00
17	Valve (12-inch Tapping Gate Valve, FLG x MJ) (Hot Tap)	EA	1	\$4,500.00	\$4,500.00
18	Valve (8-inch Gate w/ MJs)	EA	2	\$2,900.00	\$5,800.00
19	Valve (8-inch Gate, MJ x FLG)	EA	2	\$2,700.00	\$5,400.00
20	Valve (12-inch Gate w/ MJs)	EA	1	\$5,000.00	\$5,000.00
21	Fitting (12-inch DI Tee w/ MJs)	EA	1	\$1,900.00	\$1,900.00

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
22	Fitting (12- by 8-inch DI Reducer w/ MJs)	EA	4	\$1,100.00	\$4,400.00
23	Fitting – 12-Inch (45° DI Elbow w/ MJs)	EA	2	\$1,300.00	\$2,600.00
24	Fitting – 12-Inch (11.25° DI Elbow w/ MJs)	EA	2	\$1,200.00	\$2,400.00
25	Sump Pump Discharge Assembly (per modified EFI Dwg. 1706-072892.20 on Plan Sheet 7 of 14).	EA	1	\$1,600.00	\$1,600.00
26	Concrete Foundation Pad	LS	1	\$13,000.00	\$13,000.00
27	Road Crossing, Open Cut - WCR 72 (Sta. 10+40 - Sta. 10+75)	LF	35	\$230.00	\$8,050.00
28	Road Crossing, Open Cut- Audubon Blvd (Sta. 13+10 – Sta. 13+20)	LF	10	\$390.00	\$3,900.00
29	Pressure Testing	LS	1	\$770.00	\$770.00
30	Disinfection	LS	1	\$580.00	\$580.00
31	Site Restoration	LS	1	\$6,200.00	\$6,200.00
32	Record Drawings	LS	1	\$670.00	\$670.00
<b>Base Bid Total</b>				<b>\$338,850.00</b>	
<b>Total of Lump Sum and Unit Price Bids = Total <u>Base</u> Bid Price (in words):</b>					
Three hundred and Thirty Eight Thousand, Eight Hunderd and Fifty with Zero Cents					

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4 – TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

**ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	5/21/21	 5/20/21

- B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

## ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
  - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with

the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of ~~Cashier's Check~~/Bid Bond (strike one), in the amount of 10% Dollars (~~\$~~) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

Paul Snyder | 4367 W. 117th Avenue Westminster, CO 80031

Brian Schrameyer | 12091 Song Bird Hills Street Parker, CO 80138

Jason Arnold | 3301 S. Malaya Court Aurora, CO 80013

Rob Casagranda | 7094 Pike Court Arvada, CO 80007

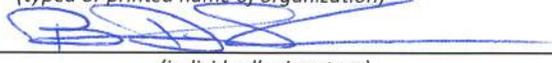
BIDDER hereby submits this Bid as set forth above:

Bidder:

American West Construction, LLC

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name:

Brian Schrameyer

*(typed or printed)*

Title:

Member/Vice President

*(typed or printed)*

Date:

May 26, 2021

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Witness

Attest:



*(individual's signature)*

Name:

Chantel Lucero

*(typed or printed)*

Title:

Project Manager Assistant

*(typed or printed)*

Date:

May 26, 2021

*(typed or printed)*

Address for giving notices:

275 E. 64th Avenue Denver, CO 80221

Bidder's Contact:

Name:

Brian Schrameyer

*(typed or printed)*

Title:

Member/Vice President

*(typed or printed)*

Phone:

(303) 455.0838

Email:

bschrameyer@trustawc.com

Address:

275 E. 64th Avenue Denver, CO 80221

Bidder's Contractor License No.: (if applicable)

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF Colorado )
) ss.
COUNTY OF Larimer )

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, American West Construction, LLC of the City of Denver County of Adams and State of Colorado (hereinafter called "Principal") as Principal, and Travelers Casualty and Surety Company of America (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business within the State of Colorado and to act as surety on bonds for principals, are held and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee, in the sum of

Ten Percent (10%) of Total Bid Amount

Dollars (\$-----) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of the Severance Master Meter Station No. 2 Project hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the Work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum of this Bid Bond will become LIQUIDATED DAMAGES (as detailed in the Bid Form), and subject to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 26th day of May, 2021.

PRINCIPAL: American West Construction, LLC

By:   
Brian Schrameyer, Member/Vice President

  
Witness

(Address) 275 E. 64th Ave., Denver, CO 80221

SURETY: Travelers Casualty and Surety Company of America

By:   
Dulce R. Huggins, Attorney-in-Fact

  
Witness

(Address) One Tower Square, Hartford, CT 06183

Surety's No. 720-200-8452

END OF SECTION



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dulce R Huggins** of **GREELEY**, **Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **May**, **2021**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Electrician	Weifield Group
Traffic Control	AAA Barricade
Concrete	Aguilera Concrete
Asphalt	Mile High Paving



SECTION 00 90 01

ADDENDUM NO. 01

**NORTH WELD COUNTY WATER DISTRICT  
SEVERANCE MASTER METER STATION NO. 2**

---

To all prospective **BIDDERS** for the construction of the **Severance Master Meter Station No. 2** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 01** is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 01** is made effective this **21<sup>st</sup> day of May, 2021**, and applies to the Drawings and Project Manual (Specifications and Contract Documents) identified above.

Eric Reckentine, District Manager

North Weld County Water District

**Bidder must sign this notice and attach it to its submitted bid.**

Date: 5/21/21

Firm: AMERICAN WEST CONSTRUCTION, LLC

Official Address

By:   
BRIAN SCHRAMM V.P.  
275 E. 64th AVE  
Denver CO 80221

---

**RECEIVED**  
MAY 26 2021  
BY: \_\_\_\_\_



**BT CONSTRUCTION, INC.**  
9885 Emporia Street  
Henderson, CO 80640  
Phone: 303-468-0199  
Fax: 303-468-3309

**North Weld County Water District**  
32825 Weld County Road 39  
Lucerne, CO 80646  
BID ENCLOSED

**Severance Master Meter Station No.2**  
May 26, 2021 - 10:00 am

**ADDENDUM NO. 01 – ATTACHMENT NO. 1**

SECTION 00 41 00

BID FORM

**ARTICLE 1 – OWNER AND BIDDER**

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security (Section 00 43 13);
  - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36);
  - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).

**ARTICLE 3 – BASIS OF BID**

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
  - A. Base Bid

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
1	Mobilization and Demobilization (Max. 5% of Bid Items 2-32)	LS	1	\$ 18,160 -	\$ 18,160 -

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
2	Clearing and Grubbing	LS	1	\$ 7,620 <sup>-</sup>	\$ 7,620 <sup>-</sup>
3	Construction Traffic Control	LS	1	\$ 10,480 <sup>-</sup>	\$ 10,480 <sup>-</sup>
4	Construction Surveying	LS	1	\$ 5,600 <sup>-</sup>	\$ 5,600 <sup>-</sup>
5	Field Quality Control Testing	LS	1	\$ 30,570 <sup>-</sup>	\$ 30,570 <sup>-</sup>
6	Dewatering	LS	1	\$ 1,800 <sup>-</sup>	\$ 1,800 <sup>-</sup>
7	Electrical Work	LS	1	\$ 59,515 <sup>-</sup>	\$ 59,515 <sup>-</sup>
8	Erosion & Sedimentation Control	LS	1	\$ 5,615 <sup>-</sup>	\$ 5,615 <sup>-</sup>
9	Earthwork	LS	1	\$ 19,425 <sup>-</sup>	\$ 19,425 <sup>-</sup>
10	Curb and Gutter – Remove & Replace	LF	20	\$ 146 <sup>-</sup>	\$ 2,920 <sup>-</sup>
11	Roadway Pavement – Remove & Replace	SY	40	\$ 250 <sup>-</sup>	\$ 10,000 <sup>-</sup>
12	Sidewalk – Remove & Replace	SF	140	\$ 16 <sup>-</sup>	\$ 2,240 <sup>-</sup>
13	Install EFI Meter Station (Furnished by Town of Severance)	LS	1	\$ 21,235 <sup>-</sup>	\$ 21,235 <sup>-</sup>
14	Pipe - 12-Inch DR18 PVC w/ Restrained Joints	LF	289	\$ 137 <sup>-</sup>	\$ 39,593 <sup>-</sup>
15	Blowoff Assembly (2-inch)	EA	1	\$ 1,735 <sup>-</sup>	\$ 1,735 <sup>-</sup>
16	30- by 12-inch Tapping Sleeve	LS	1	\$ 12,950 <sup>-</sup>	\$ 12,950 <sup>-</sup>
17	Valve (12-inch Tapping Gate Valve, FLG x MJ) (Hot Tap)	EA	1	\$ 11,750 <sup>-</sup>	\$ 11,750 <sup>-</sup>
18	Valve (8-inch Gate w/ MJs)	EA	2	\$ 1,760 <sup>-</sup>	\$ 3,520 <sup>-</sup>
19	Valve (8-inch Gate, MJ x FLG)	EA	2	\$ 1,615 <sup>-</sup>	\$ 3,230 <sup>-</sup>
20	Valve (12-inch Gate w/ MJs)	EA	1	\$ 3,565 <sup>-</sup>	\$ 3,565 <sup>-</sup>
21	Fitting (12-inch DI Tee w/ MJs)	EA	1	\$ 1,200 <sup>-</sup>	\$ 1,200 <sup>-</sup>

Item No.	Description	Unit	Est. Qty.	Bid Unit Price	Bid Price
22	Fitting (12- by 8-inch DI Reducer w/ MJs)	EA	4	\$640-	\$2,560-
23	Fitting - 12-Inch (45° DI Elbow w/ MJs)	EA	2	\$1,675-	\$3,350-
24	Fitting - 12-Inch (11.25° DI Elbow w/ MJs)	EA	2	\$1,470-	\$2,940-
25	Sump Pump Discharge Assembly (per modified EFI Dwg. 1706-072892.20 on Plan Sheet 7 of 14).	EA	1	\$420-	\$420-
26	Concrete Foundation Pad	LS	1	\$17,690-	\$17,690-
27	Road Crossing, Open Cut - WCR 72 (Sta. 10+40 - Sta. 10+75)	LF	35	\$435-	\$15,225-
28	Road Crossing, Open Cut- Audubon Blvd (Sta. 13+10 - Sta. 13+20)	LF	10	\$1,520-	\$15,200-
29	Pressure Testing	LS	1	\$8,660-	\$8,660-
30	Disinfection	LS	1	\$8,660-	\$8,660-
31	Site Restoration	LS	1	\$9,015-	\$9,015-
32	Record Drawings	LS	1	\$7,410	\$7,410-
<b>Base Bid Total</b>					\$363,253-

**Total of Lump Sum and Unit Price Bids = Total Base Bid Price (in words):**

Three Hundred Sixty Three Thousand Two Hundred Fifty Three Dollars

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4 – TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$1,000 Per Day.

**ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	5/21/21	 5/26/21

- B. As proof-of-receipt, Bidder shall submit the cover page from each Addendum listed above as part of Bid package.

## ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
  - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with

the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of ~~Cashier's Check~~/Bid Bond (strike one), in the amount of 10% Dollars (\$        ) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment Rental

- A. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

No Such Parties

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BIDDER hereby submits this Bid as set forth above:

Bidder:

BT Construction, Inc.

\_\_\_\_\_  
(typed or printed name of organization)

By:  \_\_\_\_\_  
(individual's signature)

Name: Charles Gray \_\_\_\_\_  
(typed or printed)

Title: Vice President \_\_\_\_\_  
(typed or printed)

Date: May 26, 2021 \_\_\_\_\_  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  \_\_\_\_\_  
(individual's signature)

Name: Colin McCarron \_\_\_\_\_  
(typed or printed)

Title: ESTIMATOR \_\_\_\_\_  
(typed or printed)

Date: May 26, 2021 \_\_\_\_\_  
(typed or printed)

Address for giving notices:

9885 Emporia Street  
Henderson, CO 80640

Bidder's Contact:

Name: Rob Willis \_\_\_\_\_  
(typed or printed)

Title: Director of Estimating & Business Development \_\_\_\_\_  
(typed or printed)

Phone: 720-879-3146 \_\_\_\_\_

Email: rob.willis@btconstruction.com \_\_\_\_\_

Address: 9885 Emporia Street  
Henderson, CO 80640

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

**BT Construction, Inc.** of the City of **Henderson** County of **Adams** and State of **Colorado** (hereinafter called "Principal") as Principal, and **Hartford Fire Insurance Company** (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of **CT** and authorized to do business within the State of Colorado and to act as surety on bonds for principals, are held and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee, in the sum of

**Ten Percent of the Total Amount Bid**

Dollars (\$ **10%** ) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of the **Severance Master Meter Station No. 2 Project** hereinafter referred to as "Agreement."

**NOW, THEREFORE**, the condition of this obligation is such that if: (1) Owner shall accept the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the Work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum of this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 10th day of May, 2021.

Catherine M. Chandler  
CATHERINE M. CHANDLER  
Witness

PRINCIPAL: BT Construction, Inc.

By: [Signature] VP



(Address) 9885 Emporia Street, Henderson, CO 80640

[Signature]  
Stephen McCaughey  
Witness

SURETY: Hartford Fire Insurance Company

By: [Signature]  
Ashlea McCaughey, Attorney-in-Fact



(Address) One Hartford Plaza, Hartford, CT 06155

Surety's No. (860) 547-5000

END OF SECTION

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC  
 Agency Code: 34-346205

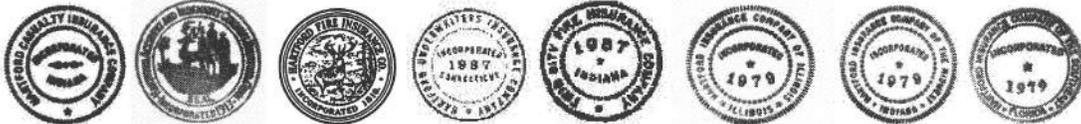
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Donald E. Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
 My Commission #FF029702  
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 05/10/2021.

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Electrical Work	Weifield Group
Waterline + Appurtenances	Ferguson Waterworks
Concrete Foundation Pad	Garza Concrete Structures



SECTION 00 90 01

ADDENDUM NO. 01

**NORTH WELD COUNTY WATER DISTRICT  
SEVERANCE MASTER METER STATION NO. 2**

---

To all prospective **BIDDERS** for the construction of the **Severance Master Meter Station No. 2** for North Weld County Water District for which bids are to be received as described in Section 00 11 16 (Invitation to Bid):

The content of **ADDENDUM NO. 01** is attached to this cover page. This addendum, including attachments, is 26 total pages.

This **ADDENDUM NO. 01** is made effective this **21<sup>st</sup> day of May, 2021**, and applies to the Drawings and Project Manual (Specifications and Contract Documents) identified above.

**Eric Reckentine, District Manager**

**North Weld County Water District**

**Bidder must sign this notice and attach it to its submitted bid.**

Date: 5/26/21

Firm: BT Construction, Inc.

Official Address

By: 

9885 Empire St. Henderson, CO 80640

---



April 21, 2021

North Weld County Water District  
Board of Directors  
PO Box 56  
32825 WCR 39  
Lucerne, Colorado 80646

Re: City of Greeley Water Tap Reallocation Request for Approval  
O Street and 59<sup>th</sup> Avenue Roundabout

Dear Board of Directors:

The City of Greeley is in the process of designing a multilane roundabout for the intersection of O Street and 59<sup>th</sup> Avenue. The project will include landscaping in the center island with plans for future landscaping on the corners as development occurs. The City has an existing ¾" water tap (Account #1021006) on an existing District water line located south of the project on the east side of 59<sup>th</sup> Avenue.

The City of Greeley requests approval from the North Weld County Water District, Board of Directors to relocate the existing City-owned ¾" water tap to the intersection of O Street and 59<sup>th</sup> Avenue. The District has an existing 6" water line running north-south through this intersection on the eastern side of 59<sup>th</sup> Avenue, and the City proposes to tap into this line for the new ¾" water tap.

Attached is a plan sheet from the construction plan set that shows the proposed location of the new water tap. The location has a cloud drawn around it to help identify the proposed water tap. The City has also included the required legal description for the relocated water tap.

If the Board of Directors or District Staff have any questions or need clarification, please feel free to let us know, and we will get a response to you.

Sincerely,



Joel Hemesath, PE  
Director of Public Works

JH/das

Enclosures:

- 1) Construction Plan Sheet
- 2) Tap legal description

**EXHIBIT A**  
PROJECT STU-M570-052  
WELD COUNTY ROAD 64 & WELD COUNTY ROAD 31  
WATER TAP LOCATION

**PROPERTY DESCRIPTION**

A PART OF LOT 1, BUXMAN SUBDIVISION, RECORDED UNDER RECEPTION NO. 4197746 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT THE SOUTHWEST CORNER BY A 3.25" ALUMINUM CAP STAMPED "LS 38209" IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY A 2.5" ALUMINUM CAP STAMPED "LS 38175" IN A RANGE BOX, BEARING N00°23'47"W, AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N19°09'23"E A DISTANCE OF 61.49 FEET, TO THE CENTER OF THE WATER TAP.

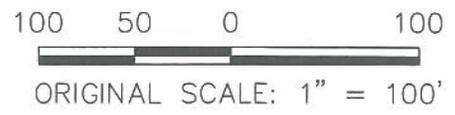
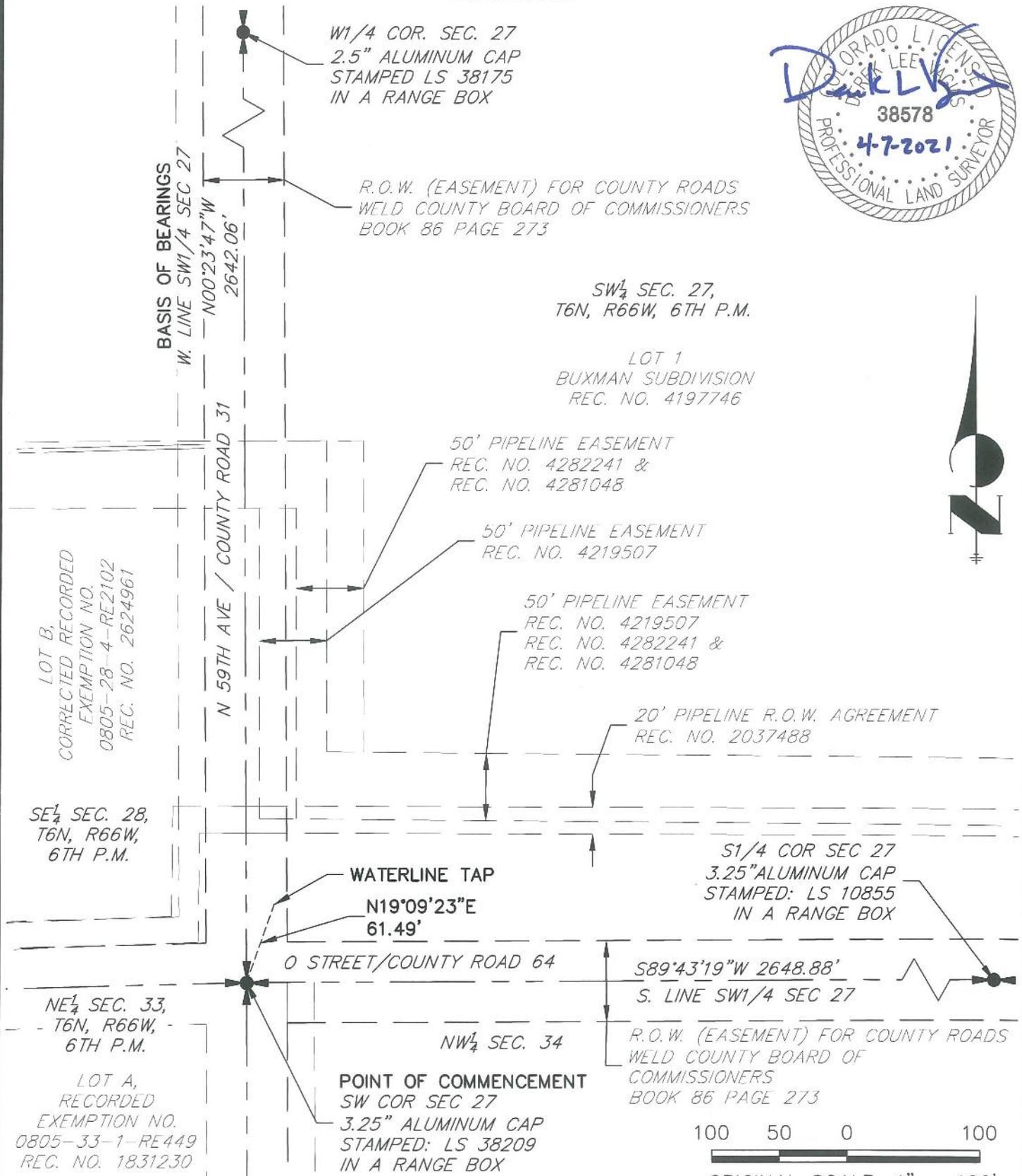
**PROPERTY DESCRIPTION STATEMENT**

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 38578  
FOR AND ON BEHALF OF JR ENGINEERING, LLC

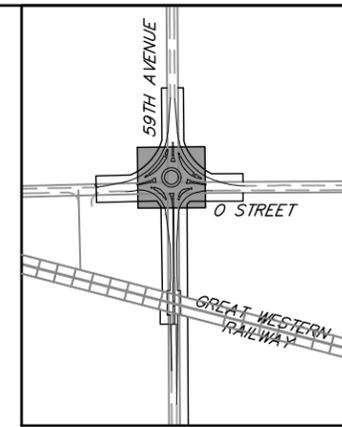
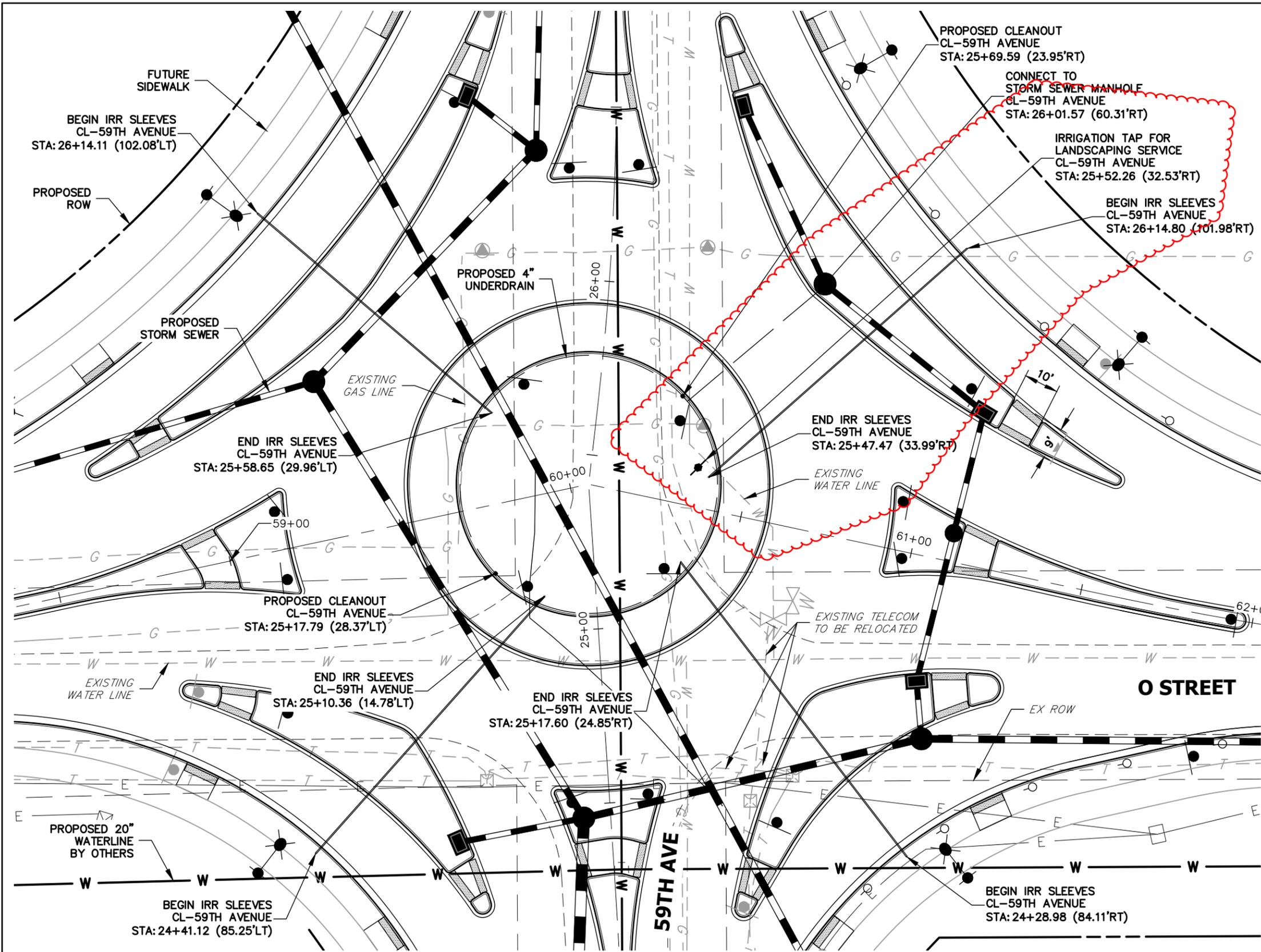


# EXHIBIT



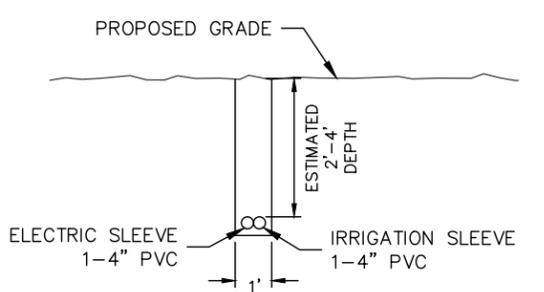
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

WATER TAP LOCATION  
WELD COUNTY RD 64 WELD COUNTY RD 31  
PROJECT NO.: 39788.00  
DATE: 4/7/2021

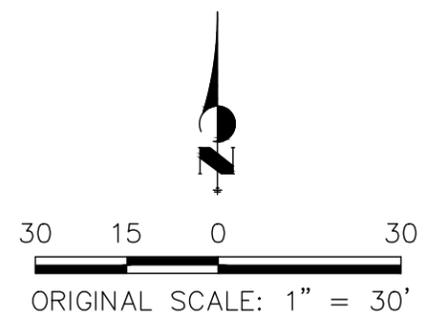


**KEY MAP**  
SCALE: 1"=1000'

**NOTE**  
SEE UNDERDRAIN DETAILS ON SHEETS 13 AND 160.



**IRRIGATION SLEEVES TYPICAL TRENCH**



**ENGINEER'S STATEMENT**  
PREPARED BY: [Signature]  
**PRELIMINARY NOT FOR CONSTRUCTION**  
ERIC LEE, P.E.  
COLORADO REGISTERED PROFESSIONAL ENGINEER  
FOR AND ON BEHALF OF JR ENGINEERING, LLC.

Date: 4/7/21  
File Name: 39788.00SL01.DWG

Index of Revisions	

CITY OF GREELEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
OFFICE: 970-350-9881  
CITY PROJECT# 312.1603

As Constructed	
No Revisions:	
Revised:	
Void:	

<b>0 ST &amp; 59TH AVE INTERSECTION SLEEVING AND UNDERDRAIN PLAN</b>	
Designer:	CWC
Detailer:	CWC
Sheet Subset:	SLEEVE & UD
Subset Sheet:	1 of 1

Project No./Code	STU M570-052
	21994
Sheet Number	<b>117</b>

x:\39788\00\Drawings\Sheet\Drawings\39788.00SL01.dwg, 4/7/2021 12:53:28 PM, AutoCAD PDF (General Documentation).pc3



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

June 8, 2021

City of Greeley, Developer  
501 N. 14<sup>th</sup> Ave.  
Greeley, CO 80634

Mary Kendrick, Agent  
1001 9<sup>th</sup> Ave.  
Greeley, CO 80631

## **Subject: Water Service Request, City of Greeley Roundabout Property, Request for Irrigation 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"). City of Greeley 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**, **sign a Petition for Inclusion into the District**, and provide 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 irrigation 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 District 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.



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

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 a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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.

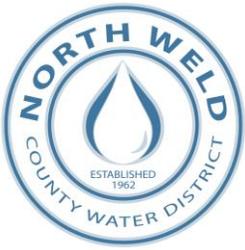
Sincerely,

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

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



# NORTH WELD COUNTY WATER DISTRICT

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

### 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.

City of Greeley

6/8/2021

By: \_\_\_\_\_



\_\_\_\_\_  
Date

Joel Hemesath

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

Public works Director

Its: \_\_\_\_\_

**EXHIBIT A**  
PROJECT STU-M570-052  
WELD COUNTY ROAD 64 & WELD COUNTY ROAD 31  
WATER TAP LOCATION

**PROPERTY DESCRIPTION**

A PART OF LOT 1, BUXMAN SUBDIVISION, RECORDED UNDER RECEPTION NO. 4197746 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT THE SOUTHWEST CORNER BY A 3.25" ALUMINUM CAP STAMPED "LS 38209" IN A RANGE BOX, AND AT THE WEST QUARTER CORNER BY A 2.5" ALUMINUM CAP STAMPED "LS 38175" IN A RANGE BOX, BEARING N00°23'47"W, AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N19°09'23"E A DISTANCE OF 61.49 FEET, TO THE CENTER OF THE WATER TAP.

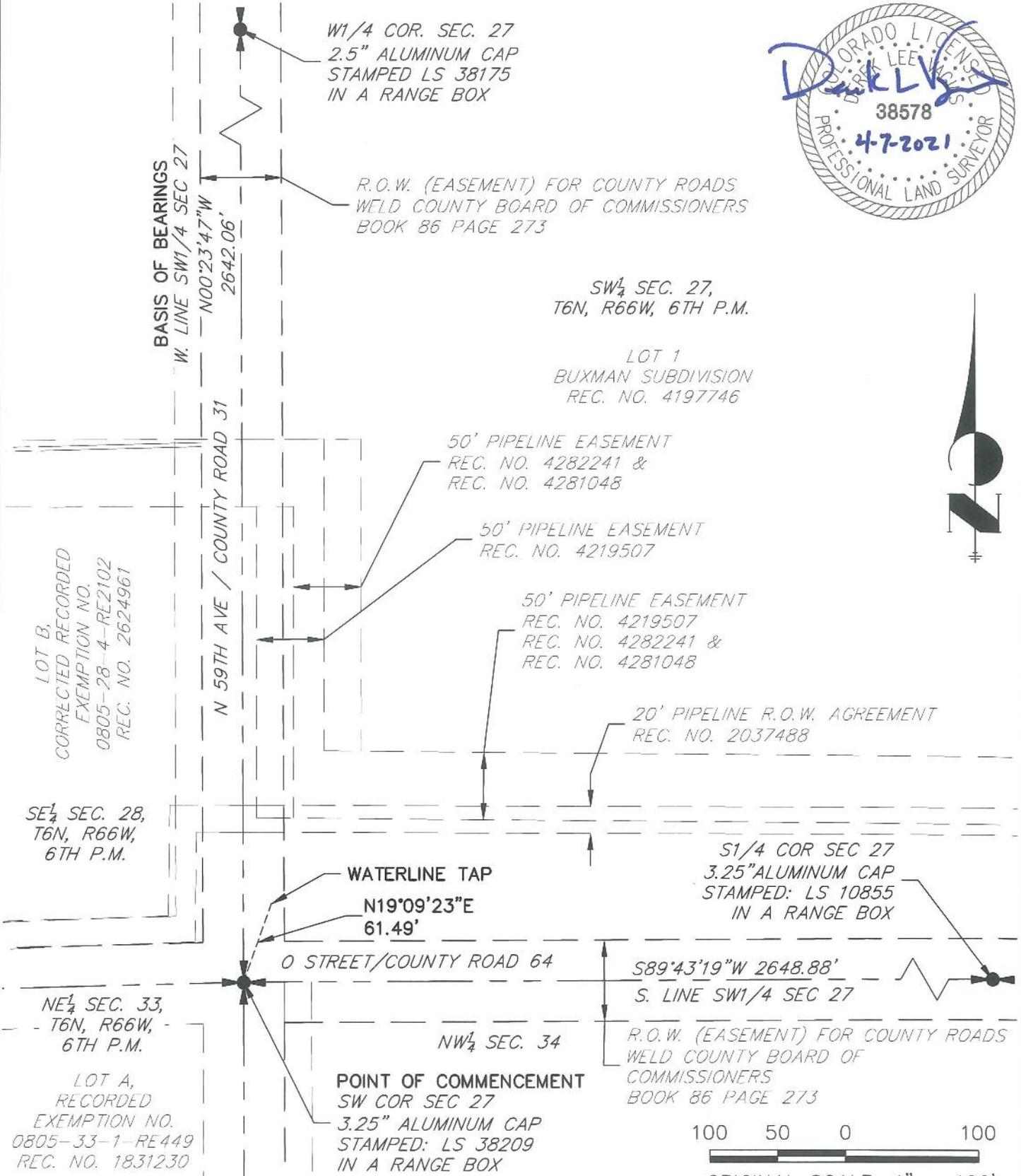
**PROPERTY DESCRIPTION STATEMENT**

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 38578  
FOR AND ON BEHALF OF JR ENGINEERING, LLC



# EXHIBIT



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

WATER TAP LOCATION  
WELD COUNTY RD 64 WELD COUNTY RD 31  
PROJECT NO.: 39788.00  
DATE: 4/7/2021



**J-R ENGINEERING**

A Westrian Company

7400 S. Alton Way • Suite C400, Centennial, Co  
303-740-9393 • www.jrengineering.com

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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

## EXHIBIT C

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

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

**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee	\$7,200
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (16 miles)	\$4,800		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$79,500.00 Standard Full Tap</b>	
Developer is seeking the re-location of Premise 1021 to the location described in Exhibit A. If approved, the Standard Full Tap Fee would be reduced to \$11,900 (Meter Set Fee of \$7,200 + Abandonment Fee of \$4,700).			
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		75 psi to 85 psi	
Maximum Pressure		105 psi	



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646  
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**Table No. 3 - Usage Rates and Fees**

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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

**EXHIBIT D**



**Legend**

-  Parcels
-  Highway
-  County Boundary

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

The property described in Exhibit A, also known as approximately the Northeast corner of O Street and CR 31.

1: 3,351



558.6      0      279.28      558.6 Feet

Notes



# NORTH WELD COUNTY WATER DISTRICT

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June 2, 2021

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

Dale Souther, Agent  
1823 65<sup>th</sup> Ave. #2  
Greeley, CO 80634

## **Subject: Water Service Request, Wiedeman Revocable Trust Property, Single Family Residential Tap Request**

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"). The Jay Ryan Wiedeman Revocable Trust and Emily Anne Wiedeman Revocable Trust 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**, **sign a Petition for Inclusion**, and provide 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 irrigation 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 District 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



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and/or fees.

- 10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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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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.

Jay Ryan Wiedeman Revocable Trust

6/3/2021

Date

By:

Name:

Its:

*Jay Ryan Wiedeman*  
*Jay Ryan Wiedeman*  
*Trustee*

Emily Anne Wiedeman Revocable Trust

6/3/2021

Date

By:

Name:

Its:

*Emily Anne Wiedeman*  
*Emily Anne Wiedeman*  
*Trustee*



## NORTH WELD COUNTY WATER DISTRICT

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### EXHIBIT A

Lot A of Amended Recorded Exemption No. RE0803-15-2 AMRE-4071, recorded February 4, 2008 at Reception No. 3533163 being a part of the Northwest Quarter of Section 15, Township 6 North, Range 65 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 33572~ CR 43, Eaton, CO)

Weld County Parcel Number: 080315200005

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

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

**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$5,600
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (19 miles)	\$5,700		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$78,800.00 Standard Full Tap</b>	
<p><b>A Line Extension is required to serve Lot A. The Line Extension required is approximately 2,700-feet of 4-inch waterline along WCR 43, to the Lot. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details.</b></p>			
<p><b>See Table 1 for Options and/or Restrictions.</b>  <b>Cost will exclude Line Reimbursement Fee &amp; Supplemental Fee if applicable unless otherwise stated.</b>  <b>See Paragraph 15 for Details</b></p>			
Price is valid for ten (10) business days from receiving this Letter.			



# NORTH WELD COUNTY WATER DISTRICT

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Minimum Pressure	35 psi
Normal Pressure Range	45 psi to 55 psi
Maximum Pressure	60 psi

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

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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



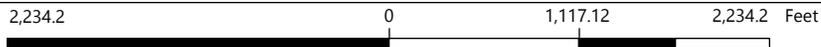
**Legend**

- Parcels
- Address Label
- Highway
- County Boundary

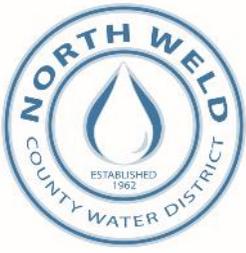
North Weld County Water District water service is available, according to the terms of this letter, to:

Lot A AMRE-4071, also known as approximately 33572 CR 43.

1: 13,405



**Notes**



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

Parc Corniche LLC, Developer  
2809 E Harmony Rd. Suite 310  
Fort Collins, CO 805283142

Michelle Rothenbury, Agent  
485 Denver Ave.  
Loveland, CO 80537

Aaron Everitt, Applicant  
6517 Aberdour Circle  
Windsor, CO 80550

## **Subject: Water Service Request, Parc Corniche LLC Property, Single Family Residential Tap Request**

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"). Parc Corniche 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 provide 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 irrigation 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 4,650 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 District 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



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individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended for time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

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

32825 CR 39 • LUCERNE, CO 80646

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

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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.

Parc Corniche LLC

\_\_\_\_\_ Date

By: \_\_\_\_\_

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

Its: \_\_\_\_\_



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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### EXHIBIT A

Lot B, Recorded Exemption No. 0805-18-03 RECX16-0016, recorded July 13, 2016 at Reception No. 4218736, being a part of the N ½ of the SW ¼ of Section 18, Township 6 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 33282~ WCR 25, Greeley, CO)

Weld County Parcel Number: 080518300013

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

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

**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$5,600
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (10 miles)	\$3,000		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$76,100.00 Standard Full Tap</b>	
<p><b>A Line Extension is required to serve Lot B. The Line Extension required is approximately 100-feet of 4-inch waterline along WCR 25, to the Lot. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details.</b></p>			
<p><b>See Table 1 for Options and/or Restrictions.</b>  <b>Cost will exclude Line Reimbursement Fee &amp; Supplemental Fee if applicable unless otherwise stated.</b>  <b>See Paragraph 15 for Details</b></p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		50 psi to 60 psi	
Maximum Pressure		75 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	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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

# EXHIBIT D



WELD COUNTY  
ONLINE MAPPING

Parc Corniche LLC, 33282~ WCR 25

EXHIBIT D



1:6,865



**Legend**

- Parcels
- Highway
- County Boundary

North Weld County Water District water service is available, according to the terms of this letter, to: Lot B RECX16-0016, also known as approximately 33282~ WCR 25.

**Notes**



1,144.2      0      572.08      1,144.2 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**



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

Mark and Virginia Brinkman, Developer  
9734 County Road 70  
Windsor, CO 80550

## **Subject: Water Service Request, Mark and Virginia Brinkman Property, Second Residence Tap Request**

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"). Mark and Virginia Brinkman 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 provide 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 irrigation 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 District 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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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.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended for time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

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

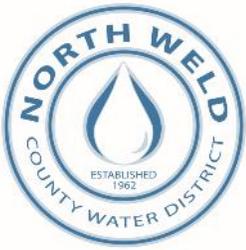
Sincerely,

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

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



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## **Acknowledgement and Agreement by Developer**

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

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

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Mark Brinkman

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Date

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Virginia Brinkman

---

Date



## NORTH WELD COUNTY WATER DISTRICT

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### EXHIBIT A

Lot A of Recorded Exemption No. 0807-15-1-RE-2255, recorded August 26, 1998 at Reception No. 2635894 being a part of the West Half of the Northeast Quarter of Section 15, Township 6 North, Range 67 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 9736~ CR 70, Windsor, CO)

Weld County Parcel Number: 080715100060

# 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.

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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.



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
<b>Full Standard Tap</b>	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Lot Size greater than 0.33 Acres (14,375 sq. ft)						
<b>75% Tap</b>	75%	75%	75%	100%	171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use				
<b>50% Tap</b>	50%	50%	50%	100%	114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise				
<b>Conservation Blue Tap</b>	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%	228,000 Gallons*	0 Gallons
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.						
Restrictions		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 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$16,600
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (8 miles)	\$2,400		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$86,500.00 Standard Full Tap</b>	
See Table 1 for Options and/or Restrictions. Cost will exclude 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		65 psi to 75 psi	
Maximum Pressure		80 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	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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

# EXHIBIT D



**WELD COUNTY**  
ONLINE MAPPING

Mark and Virginia Brinkman, 9736~ WCR 70



1:3,432

**Legend**

- Parcels
- Highway
- County Boundary

9734 CR 70 is served by existing meter number 2756. North Weld County Water District water service is available, according to the terms of this letter, to a 2nd residence at:

Lot A, RE-2255, also known as approximately 9736~ WCR 70.



572.1 0 286.04 572.1 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**



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

Edward T Mika and Monica R Daniels-Mika, Developer  
15681 CR 74  
Eaton, CO 80615

## **Subject: Water Service Request, Edward T Mika and Monica R Daniels-Mika Property, Livestock Operation Tap Request**

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"). Edward T Mika and Monica R Daniels-Mika 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 provide 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 irrigation 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 District 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 a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

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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## **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.

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Edward T Mika

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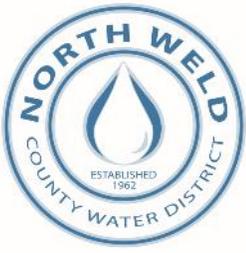
Date

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Monica R Daniels-Mika

---

Date



## NORTH WELD COUNTY WATER DISTRICT

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### EXHIBIT A

Lot A Recorded Exemption No. 0707-34-4 RE-4928, recorded April 28, 2010 at Reception No. 3689546, being part of the South Half of Section 34, Township 7 North, Range 66 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado.

(Street Address: 15625~ WCR 74, Eaton, CO)

Weld County Parcel Number: 070734400038

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
<b>Full Standard Tap</b>	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons
Lot Size greater than 0.33 Acres (14,375 sq. ft)							
<b>75% Tap</b>	75%	75%	75%	100%		171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use					
<b>50% Tap</b>	50%	50%	50%	100%		114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<b>Conservation Blue Tap</b>	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%		228,000 Gallons*	0 Gallons
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.							
Restrictions		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 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$8,700
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (11 miles)	\$3,300		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$79,500.00 Standard Full Tap</b>	
See Table 1 for Options and/or Restrictions. Cost will exclude 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		25 psi	
Normal Pressure Range		25 psi to 35 psi <b>**LOW PRESSURE AREA**</b>	
Maximum Pressure		110 psi	
<b><i>This request is in a Low-Pressure Zone with pressures ranging from 25 psi to 35 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.</i></b>			



# 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	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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

# EXHIBIT D



**WELD COUNTY**  
ONLINE MAPPING

Edward T Mika / Monica R Daniels-Mika, 15625~ WCR 74

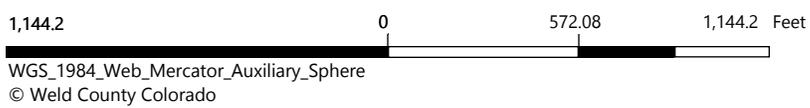


1:6,865 

**Legend**

-  Parcels
-  Highway
-  County Boundary

North Weld County Water District water service is available, according to the terms of this letter, to a livestock operation at:  
  
Lot A, RE-4928, also known as approximately 15625~ WCR 74.



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**



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

CMH Homes Inc, Developer  
5000 Clayton Rd  
Maryville, TN 378045550

Brittney Landry, Agent  
3455 West Service Rd  
Evans, CO 80620

## Subject: Water Service Request, CMH Homes Inc Property – Lot A, Single Family Residential Tap Request

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"). CMH Homes Inc. 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 provide 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 irrigation 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 District 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.
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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



# NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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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 a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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.
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14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.

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

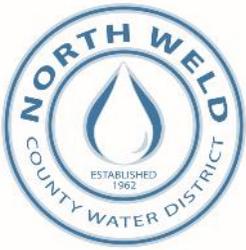
Sincerely,

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

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



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## **Acknowledgement and Agreement by Developer**

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

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

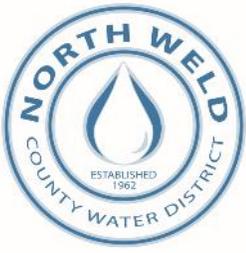
**CMH Homes Inc**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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### EXHIBIT A

Lot A of Recorded Exemption No. 0801-27-2-RE4380, recorded October 20, 2006 at Reception No. 3428876 being a part of the North Half and part of the North Half of the South Half of Section 27, Township 6 North, Range 64 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 27488~ WCR 66, Gill, CO)

Weld County Parcel Number: 080127200027

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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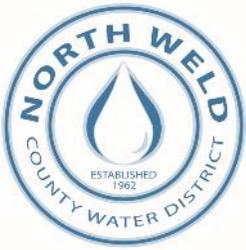
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## EXHIBIT C

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

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



# NORTH WELD COUNTY WATER DISTRICT

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**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$7,700
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (27 miles)	\$8,100		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$83,300.00 Standard Full Tap</b>	
<b>See Table 1 for Options and/or Restrictions.</b> <b>Cost will exclude Line Reimbursement Fee &amp; Supplemental Fee if applicable unless otherwise stated.</b> <b>See Paragraph 15 for Details</b>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		35 psi to 45 psi <b>**LOW PRESSURE AREA**</b>	
Maximum Pressure		50 psi	
<b><i>This request is in a Low-Pressure Zone with pressures ranging from 35 to 45 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.</i></b>			

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

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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



- Legend
- Parcels
  - Highway
  - County Boundary

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

Lot A, RE-4380,  
also known as  
approximately  
27488~ WCR 66.

10

EXHIBIT D



572.1 0 286.04 572.1 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

1:3,432



Notes



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

CMH Homes Inc, Developer  
5000 Clayton Rd  
Maryville, TN 378045550

Brittney Landry, Agent  
3455 West Service Rd  
Evans, CO 80620

## Subject: Water Service Request, CMH Homes Inc Property – Lot B, Single Family Residential Tap Request

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Sincerely,

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

\_\_\_\_\_  
Date

North Weld County Water District

*(Acknowledgement and Agreement by Developer follows.)*



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**CMH Homes Inc**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



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### EXHIBIT A

Lot B of Recorded Exemption No. 0801-27-2-RE4380, recorded October 20, 2006 at Reception No. 3428876 being a part of the North Half and part of the North Half of the South Half of Section 27, Township 6 North, Range 64 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 27490~ WCR 66, Gill, CO)

Weld County Parcel Number: 080127200028

# 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.



# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
<b>Full Standard Tap</b>	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons
Lot Size greater than 0.33 Acres (14,375 sq. ft)							
<b>75% Tap</b>	75%	75%	75%	100%		171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use					
<b>50% Tap</b>	50%	50%	50%	100%		114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<b>Conservation Blue Tap</b>	100%	\$0 Initially – Plant Investment Surcharge will apply	\$0 Initially – Plant Investment Surcharge will apply	100%		228,000 Gallons*	0 Gallons
Payment of Plant Investment Fee and Distance Fee for Conservation Blue Tap is deferred and will be paid by imposition of surcharge in amount determined by the Board of Directors.							
Restrictions		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.							



# NORTH WELD COUNTY WATER DISTRICT

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**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$4,500
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (27 miles)	\$8,100		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$80,100.00 Standard Full Tap</b>	
<p><b>A Line Extension is required to serve Lot B. The Line Extension required is approximately 215-feet of 4-inch from the existing 6-inch waterline along WCR 66, to the Lot. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details.</b></p>			
<p><b>See Table 1 for Options and/or Restrictions.            Cost will exclude Line Reimbursement Fee &amp; Supplemental Fee if applicable unless otherwise stated.            See Paragraph 15 for Details</b></p>			
<p>Price is valid for ten (10) business days from receiving this Letter.</p>			
Minimum Pressure	35 psi		
Normal Pressure Range	35 psi to 45 psi <b>**LOW PRESSURE AREA**</b>		
Maximum Pressure	50 psi		
<p><b><i>This request is in a Low-Pressure Zone with pressures ranging from 35 to 45 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.</i></b></p>			

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

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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



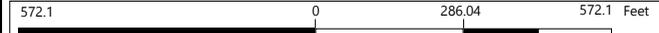
- Legend
- Parcels
  - Highway
  - County Boundary

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

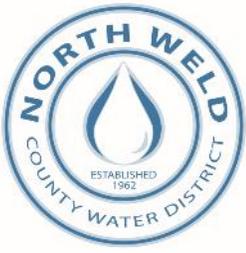
Lot B, RE-4380, also known as approximately 27490~ WCR 66.

10

EXHIBIT D



Notes



# NORTH WELD COUNTY WATER DISTRICT

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June 10, 2021

CMH Homes Inc, Developer  
5000 Clayton Rd  
Maryville, TN 378045550

Brittney Landry, Agent  
3455 West Service Rd  
Evans, CO 80620

## **Subject: Water Service Request, CMH Homes Inc Property – Lot C, Single Family Residential Tap Request**

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"). CMH Homes Inc. 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 provide 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 irrigation 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 District 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



# NORTH WELD COUNTY WATER DISTRICT

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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 a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **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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## **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.

**CMH Homes Inc**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## NORTH WELD COUNTY WATER DISTRICT

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### EXHIBIT A

Lot C of Recorded Exemption No. 0801-27-2-RE4380, recorded October 20, 2006 at Reception No. 3428876 being a part of the North Half and part of the North Half of the South Half of Section 27, Township 6 North, Range 64 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado.

(Street Address: 27492~ WCR 66, Gill, CO)

Weld County Parcel Number: 080127200029

# EXHIBIT B

## NORTH WELD COUNTY WATER DISTRICT

### AMENDED AND RESTATED WATER DEDICATION POLICY

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# NORTH WELD COUNTY WATER DISTRICT

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## EXHIBIT C

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

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
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Lot Size greater than 0.33 Acres (14,375 sq. ft)							
<b>75% Tap</b>	75%	75%	75%	100%		171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with verifiable irrigation rights or well permits for outside water use					
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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.							
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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)							
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**Table No. 2 – District Tap Fees**

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 07/13/2020. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$58,000	Meter Set Fee Per Tap	\$4,500
Base Portion of Plant Investment Fee	\$9,500		
Distance Portion of Plant Investment Fee (27 miles)	\$8,100		
<b>TOTAL Up-Front COSTS PER TAP</b>		<b>\$80,100.00 Standard Full Tap</b>	
<p><b>A Line Extension is required to serve Lot C. The Line Extension required is approximately 400-feet of 4-inch PVC from the existing 6-inch waterline along WCR 66, to the Lot. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details.</b></p>			
<p><b>See Table 1 for Options and/or Restrictions.            Cost will exclude Line Reimbursement Fee &amp; Supplemental Fee if applicable unless otherwise stated.            See Paragraph 15 for Details</b></p>			
<p>Price is valid for ten (10) business days from receiving this Letter.</p>			
Minimum Pressure	35 psi		
Normal Pressure Range	35 psi to 45 psi <b>**LOW PRESSURE AREA**</b>		
Maximum Pressure	50 psi		
<p><b><i>This request is in a Low-Pressure Zone with pressures ranging from 35 to 45 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.</i></b></p>			

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

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$23.28 Minimum
6,000 gallons and up	\$3.88 per 1,000 gallons (Kgal)

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

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



- Legend
- Parcels
  - Highway
  - County Boundary

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

Lot C, RE-4380, also known as approximately 27492~ WCR 66.

10

EXHIBIT D



572.1 0 286.04 572.1 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

1:3,432



Notes

**From:** Marilyn <[tlrothe@comcast.net](mailto:tlrothe@comcast.net)>  
**Sent:** Friday, April 9, 2021 1:23 PM  
**To:** Leann Koons <[leannk@nwcwd.org](mailto:leannk@nwcwd.org)>  
**Subject:** RE: North Weld Water Letter of Intent

TO WHOM IT MAY CONCERN,

I am going to start my letter with a POOR ME statement. My husband and I are in our seventies and have two adopted children 12 and 14 yrs old . We adopted these children 12 yrs ago. They were our first two foster children. Needless to say we decided not to foster anymore children least we adopt them also. They are amazing children. There are up at 5 and feeding cattle, sheep and sad to say 2 goats. We have a 4 acre plot in West Ridge that we have out grown. We purchased the property known as The Ranch so the kids could raise their show 4-H cows. They have 4 cow/calf pairs and show steers. The steers will be sold every year but the cows are bred each year for calves to show at the county fair the following year. The Ranch will have a calving barn on it and a pen for the calves. This should be completer by May 1st, weather permitting. The property is completely fenced and has will have dryland grass for grazing. We would like to drill a livestock well on the property, as a water tap is well beyond our means. We have no plans of building a residence on The Ranch as we have a very lovely home and I am not going to move, ever. Quality well is prepared to drill a well for us if we can obtain a permit. I would hope you would consider granting this permit. I don't want to have to haul water to those cows for the next 5 yrs. Thanks you for the consideration, I know this is an imposition for the water company but we would really appreciate the well permit. Please feel free to visit The Ranch anytime and enjoy the calves. We are trying to get out there by the 15th of May.

Sincerely  
Terry, Marilyn and Shawn Rothe  
Aylani Diaz-Galingo

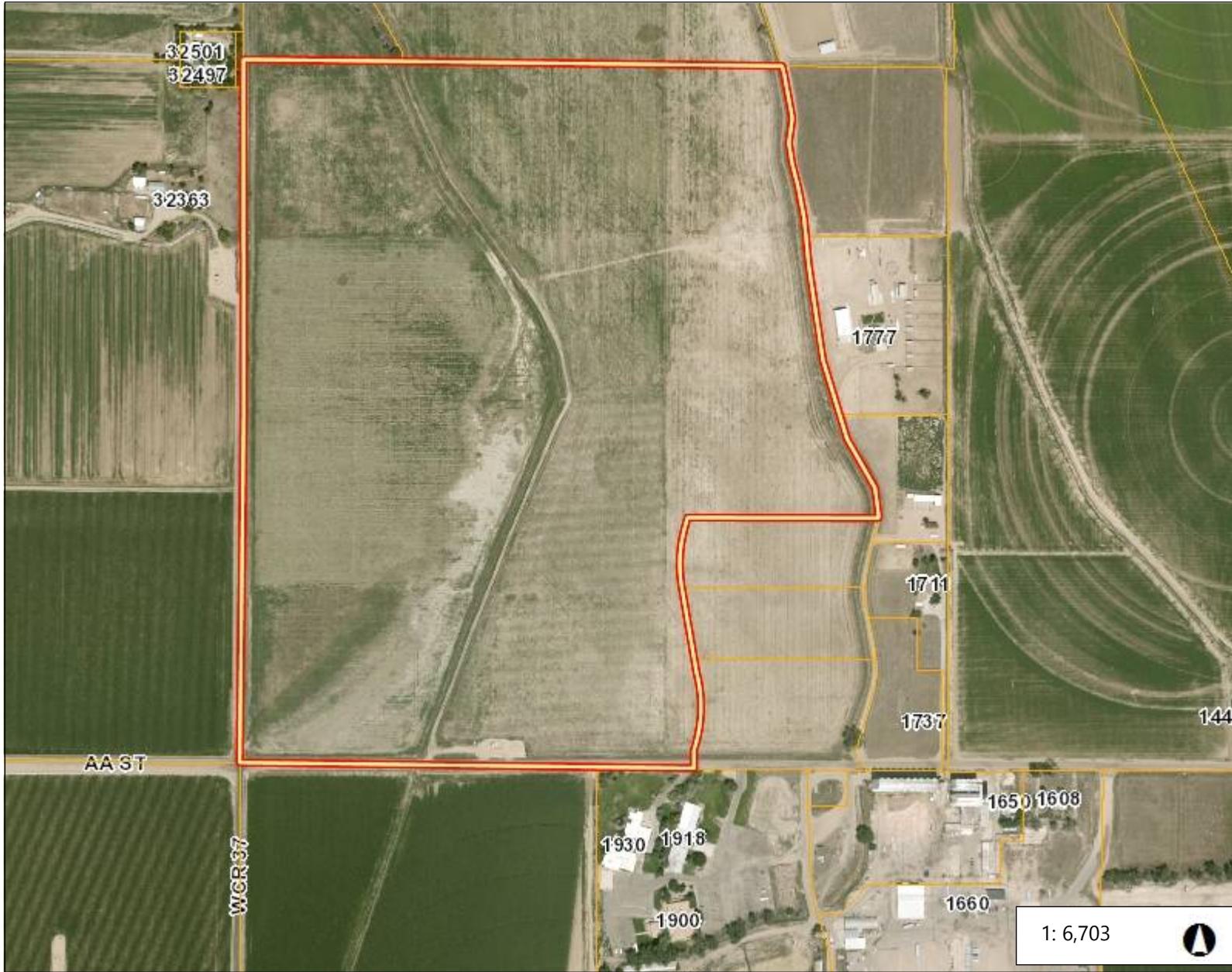
10/14/2020

TO WHOM IT MAY CONCERN

We bought 120 acre farm to raise 4-H cattle on. My children, Ali 13 and Shawn 11 were adopted in 2008. My husband and I were 60 years old and doing foster care. We decided to adopt our children, God only knows why, use have not regretted that decision for one second. They are an absolute joy. Covid has beed tough on the kids as the only cattle shows they attended were the Stock Show and Weld county fair. But they are busy getting ready for this years show season that MIGHT happen. The kids also have sheep and horses. We needed this farm, as we only have 4 acres in town and our heifers are expecting in April. We have a lovely home at 2305 59th Ave courting Greeley and have no plans to build a house on this property. Children are not happy with this decision but will settle for a calving shed and a place to get them ready for 4-H and other shows. We need water for the cattle and city water is to expensive and shouldn't be used for livestock. We would like to drill a livestock well so we don't have to haul water. Quality well has agreed to drill the well if we can get a non-opposition letter from the city to go forward with this. As you can imagine, we are on a pretty tight budget and need to spread out the expenses. We will try to build the loafing barn first and then drill the well when funds are available. It would really help us with this project if you would grant us permission to drill a well and not have to use city water. Thank you for considering our proposal.

Sincerely

Marilyn Rothe  
Terry Rothe  
Aylani Diaz-Galindo  
Shawn Rothe



### Legend

- Parcels
- Highway
- County Boundary

1: 6,703



1,117.1 0 558.56 1,117.1 Feet

Notes

## RESIDENTIAL WELL PERMIT APPLICATION INSTRUCTIONS

Applications must be computer generated online, typewritten, or printed in **BLACK** or **BLUE INK**. ALL ITEMS in the application must be completed. Incomplete applications may be returned for more information. Applications are evaluated in chronological order. Please allow approximately six weeks for processing. This form may be reproduced by photocopying. Reproductions must retain margins and print quality of the original form. **If filing online see online filing instructions!** You may also save, print, scan and email the completed form to: [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)

**DO NOT use this form for the registration of an existing well in use prior to May 8, 1972; (use Form GWS-12).**

**FEES:** This application must be submitted with the appropriate filing fee. The filing fee for applications is \$100. Exceptions are as follows: 1) An application to replace or deepen an existing permitted well that is in the same source (aquifer) which does not have a "-F" or "-R" suffix after the original permit number is \$60. 2) Applications to register an existing well (use Form GWS-12), and replace or deepen the well (use Form GWS-44) into the same aquifer is \$100 if submitted together. Fees are nonrefundable. Please visit our website at [dwr.colorado.gov](http://dwr.colorado.gov) for acceptable payment information or contact DWR at (303) 866-3581.

**USES:** This form (GWS-44) is to be used when applying for a permit for the following types of uses:

- A. **Ordinary household use inside one single-family dwelling (NO outside water use allowed):** Generally, this is all that can be approved on parcels less than 35 acres.
- B. **Ordinary household use in 1 to 3 single-family dwellings, irrigation of up to one acre of home garden and lawn, and watering of domestic animals:** Generally, permits can be approved on parcels of land of 35 or more acres, or in areas inside the Designated Basins, the Denver Basin, limited areas on the Western Slope, and for subdivisions under a court-approved plan for augmentation that allow outside uses.
- C. **Livestock watering on farm, ranch, range, or pasture** (on parcels of 35 or more acres).

**ITEM INSTRUCTIONS:** (numbers correspond with those on the front of this form)

1. The applicant is the entity for whom the permit is to be issued. Since the well owner is ultimately responsible for the use of the well, their name should be in this area. The mailing address is where the applicant currently receives mail.
2. Check all boxes that apply. **If you check the box for Rooftop precip. collection, you must also complete and submit Form No. GWS-78.**
3. Complete all boxes that apply.
4. You **must** provide a well spot location under the following circumstances: (a) the location is decreed by a water court; (b) the well will be inside the Denver Basin or other location where a site-specific well depth restriction will apply; (c) your application is for a permit to use an existing well. When a spot location is required, you must provide the county,  $\frac{1}{4}$  of the  $\frac{1}{4}$  section designation (example: NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ), section #, township, range, principal meridian, and either distances from section lines or a GPS location (UTM coordinates). If providing a GPS location, the required GPS unit settings must be as indicated on this form. Colorado contains two UTM zones (12 & 13). Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108<sup>th</sup> Meridian (longitude). West of the 108<sup>th</sup> Meridian is UTM Zone 12 and east of the 108<sup>th</sup> Meridian is UTM Zone 13. The 108<sup>th</sup> Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone.

For all other applicants, you must provide the following minimum information: (a) the county, section #, township, range and principal meridian; and, (b) the subdivision lot, block & filing/unit designations as applicable if in a subdivision. You do

not need to provide distances from section lines or a GPS location (UTM coordinates).

Provide the property address of the well location if one exists. If it is the same as the mailing address, check the box next to the well location address.

5. **A current deed for the subject parcel must be attached.** If the subject parcel is 35 or more acres, a complete metes and bounds type legal description or surveyor's plat map that references a section point is required to enable us to plot the parcel in our mapping system. If the parcel is less than 35 acres and not in a subdivision, a deed with metes and bounds legal description, **recorded prior to June 1, 1972** is required. Complete Items 5A through 5E (5E is optional). If you answered NO to Item 5C please indicate who the landowner is. If you are under a contract to purchase the subject property, please state this as well. If the parcel is inside the Denver Basin, the application must be in the name of and signed by, or their name entered by, the current landowner. **If filing online please see online filing instructions for how to submit deed and or legal description attachments.**
6. See above comments under USES to determine those uses for which you may qualify, and then check the applicable box or boxes.
7. The **maximum pumping rate** is limited to 15 gpm for most residential type well permits. The **annual amount of water to be withdrawn** is a volume measured in acre-feet. One acre-foot equals 325,851 gallons. For ordinary household use inside one single-family dwelling and no outside use, the annual amount will be about 1/3 acre-foot. For ordinary household use in three single-family dwellings, one acre of home garden/lawn irrigation, and watering of domestic animals, the annual amount will be about 3 acre-feet. For 100 head of livestock, the annual amount will be about 1.35 acre-feet. Please indicate the estimated **depth** of the proposed well. The proposed **aquifer** for the well must be indicated if the well is to be located within the Denver Basin (the approximate area of the Denver Basin extends south from Greeley to an area east of Colorado Springs and from Golden east to Limon), the San Luis Valley, the Southern High Plains basin in Baca or Prowers Counties, or in areas where it is believed the well will penetrate a confining layer. Aquifer information should be provided if known, for well locations outside of these areas.
8. The issuance of well permits may depend on the availability of another source of water, pursuant to CRS 37-92-602(6), such as water from a municipality or water district. (Statutes can be accessed through the CDWR web site.)
9. Check the applicable box, and complete or attach any additional information as requested in this item.
10. Wells must be constructed by a Colorado licensed well driller, or under the "private driller" provision as defined in CRS 37-91-102(12). A listing of licensed well drillers/pump installers is available at [dwr.colorado.gov](http://dwr.colorado.gov)
11. The individual signing the application or entering their name (and title if applicable) must be the applicant or an officer of the corporation/company/agency identified as the applicant or their attorney. An authorized agent may also sign or enter their name on the application if a letter signed by the applicant or their attorney is submitted with the application authorizing that agent to sign or enter their name on the **applicant's behalf**.

**IF YOU HAVE ANY QUESTIONS** please call the Colo. Division of Water Resources (303-866-3581), or the nearest Division Field Office in Greeley (970-352-8712), Pueblo (719-542-3368), Alamosa (719-589-6683), Montrose (970-249-6622), Glenwood Springs (970-945-5665), Steamboat Springs (970-879-0272), or Durango (970-247-1845), or refer to the CDWR web site at [dwr.colorado.gov](http://dwr.colorado.gov) for general information, additional forms, and access to state rules or statutes.

my Copy

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](mailto:dwrpermitsonline@state.co.us)

Office Use Only Form GWS-44 (01/2020)

**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)  
TERRY L & MARILYN J ROTHE  
Mailing address  
2305 59TH AVE CT  
City  
GREELEY State CO Zip code 80634  
Telephone (w/area code) E-mail  
970-301-6358 tlrthe@comcast.net

**2. Type Of Application (check applicable boxes)**

- Construct new well
- Replace existing well
- Use existing well
- Change or increase use
- Change source (aquifer)
- Reapplication (expired permit)
- Rooftop precip. collection
- 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 NW 1/4 of the SW 1/4  
Section Township N or S Range E or W Principal Meridian  
19 6 1   65   6TH  
Distance of well from section lines (section lines are typically not property lines)  
Ft. from  N  S 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.  
NW OF SW, SECTION 19, TOWNSHIP 6N, RANGE 65W

**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: RULE  
Northing: 6.2.3  
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/# RECX18-0152 Lot # D
  - 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 42 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): 080319300019

**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 \_\_\_\_\_  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 1.35 acre-feet  
Total depth 100 feet Aquifer ALLUVIUM

**8. Water Supplier**

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

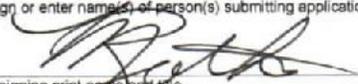
**9. Type Of Sewage System**

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

**10. Proposed Well Driller License #(optional): 1461**

**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)  
 05/18/2021  
If signing print name and title  
MARILYN J. ROTHE--OWNER

**Office Use Only**

USGS map name \_\_\_\_\_ DWR map no. \_\_\_\_\_ Surface elev. \_\_\_\_\_

Receipt area only

AQUAMAP  
WE  
WR  
CWCB  
TOPO  
MYLAR  
SB6 DIV \_\_\_\_\_ WD \_\_\_\_\_ BA \_\_\_\_\_ MD \_\_\_\_\_

# TRI-DISTRICTS

## East Larimer County ~ Fort Collins Loveland ~ North Weld County Water Districts

To: Eric Reckentine, North Weld County Water District General Manager  
From: Tri-Districts Water Resources and Aly Scott  
Date: June 14, 2021  
Re: 21CW3056 – Seed Water Plan for Augmentation Application

### **Recommendation**

Water Resources and legal counsel recommend filing a statement of opposition to this water court application in order to identify any potential impacts and to prevent injury to North Weld's existing senior diversions and exchanges.

### **Issue**

Cache la Poudre Water Users Association, City of Fort Collins, City of Greeley, Colorado Water Trust, Northern Colorado Water Conservancy District, City of Thornton, and Colorado Water Conservation Board (Applicants) filed a water court application for a Plan for Augmentation (Plan) in the Poudre River Basin in Larimer and Weld Counties. The Plan proposes use of existing water rights in the Cache la Poudre River as 'seed water' to maintain specified recommended instream flow levels in the river.

### **Background**

- A copy of the application and an exhibit are attached.
- No other Plan has been approved to date of this nature.
- The Applicants' Plan is requesting to establish a new concept of 'seed water' to be used as a source of augmentation in the Cache la Poudre River in lieu of a new appropriation for an instream flow right.
- Applicants state that senior users cannot be injured.

### **Plan for Augmentation and Impact to North Weld**

- The sources of seed water will come from existing decreed water rights from the Applicants.
- Seed water will be used at six specified reaches along the river from the canyon mouth downstream to the confluence with the South Platte River creating instream flows that are maintained by the seed water. Exhibit 3 from the application shows the location of the reaches and recommended flow rates.
- Proposed instream flows were quantified by Colorado Parks & Wildlife and adopted by the Applicants.
- The Plan uses six reaches along the river where water will be introduced at the upstream end of each reach and not diverted, losses will be accounted for within each reach.
- The seed water reach for the City of Fort Collins overlaps with operations of North Weld and has the potential to impact the movement of water upstream to the Munroe Canal by APOD or exchange.
- Adequate measuring devices will be required at the upper and lower terminus of the reach.

### **Motion for approval**

Water Resources staff and legal counsel are directed to file a statement of opposition to Case No. 21CW3056 and take the steps necessary to protect North Weld's water rights and operations.

**21CW3056, CACHE LA POUFRE WATER USERS ASSOCIATION, CITY OF FORT COLLINS, CITY OF GREELEY, COLORADO WATER TRUST, NORTHERN COLORADO WATER CONSERVANCY DISTRICT, CITY OF THORNTON, AND COLORADO WATER CONSERVATION BOARD. APPLICATION FOR APPROVAL OF A PLAN FOR AUGMENTATION TO AUGMENT STREAM FLOWS ON THE CACHE LA POUFRE RIVER PURSUANT TO C.R.S. § 37-92-102(4.5) IN LARIMER AND WELD COUNTIES, COLORADO.**

Please direct communications regarding this case to the following:

**Attorneys for Cache la Poudre Water Users Association:**

Dan Brown  
Fischer, Brown, Bartlett & Gunn, P.C.  
1319 E. Prospect Road  
Fort Collins, Colorado 80525  
Telephone: (970) 407-9000  
Email: danbrown@fbgpc.com

**Attorneys for City of Fort Collins:**

Eric R. Potyondy  
Fort Collins City Attorney's Office  
300 LaPorte Avenue  
Fort Collins, Colorado 80521  
Telephone: (970) 416-2126  
Email: epotyondy@fcgov.com

**Attorneys for City of Greeley:**

Daniel J. Biwer  
Greeley City Attorney's Office  
1100 10th Street, Suite 401  
Greeley, Colorado 80631  
Telephone: (970) 350-9291  
Email: Daniel.Biwer@Greeleygov.com

**Attorneys for the Colorado Water Trust:**

Katherine Ryan  
Alyson Meyer Gould  
3264 Larimer Street, Suite D  
Denver, Colorado 80205  
Telephone: (720) 570-2897

Email: kryan@coloradowatertrust.org; agould@coloradowatertrust.org

**Attorneys for the Northern Colorado Water Conservancy District:**

Douglas M. Sinor

Trout Raley

1120 Lincoln St., Suite 1600,  
Denver, Colorado 80203-2141

Telephone: (303) 861-1963

Email: dsinor@troutlaw.com

**Attorneys for the City of Thornton:**

David C. Taussig

Alan E. Curtis

White and Jankowski, LLP  
511 Sixteenth Street, Suite 500

Denver, Colorado 80202

Telephone: (303) 595-9441

Email: davet@white-jankowski.com; alanc@white-jankowski.com

**Attorneys for Colorado Water Conservation Board:**

Jennifer L. Mele

Natural Resources and Environment Section

Colorado Department of Law

1300 Broadway 7th Floor

Denver, Colorado 80203

Telephone: 720-508-6282

Email: jen.mele@coag.gov

**1. Name, mailing address, email address, and telephone number of Applicants.**

**Cache la Poudre Water Users Association**

1319 East Prospect Road

Fort Collins, Colorado 80525

Telephone: (970) 407-9000

Email: danbrown@fbgpc.com

**City of Fort Collins (“Fort Collins”)**

c/o Zoe Shark, Director of Natural Areas Department

1745 Hoffman Mill Road (80524)

P.O. Box 580

Fort Collins, Colorado 80522

Telephone: (970) 416-2815

Email: zshark@fcgov.com

**City of Greeley (“Greeley”)**

c/o Jennifer Petrzelka, Water Resources Operations Manager

1001 11<sup>th</sup> Avenue, Second Floor

Greeley, Colorado 80631

Telephone: (970) 350-9859

Email: jennifer.petrzelka@greeleygov.com

**Colorado Water Trust**

c/o Kate Ryan, Senior Staff Attorney; Alyson Meyer Gould, Staff Attorney

3264 Larimer Street, Suite D

Denver, Colorado 80205

Telephone: 720-570-2897

Email: kryan@coloradowatertrust.org; agould@coloradowatertrust.org

**Northern Colorado Water Conservancy District**

c/o General Manager  
220 Water Avenue  
Berthoud, Colorado 80513  
Telephone: (970) 622-2320  
Email: bwind@northernwater.org

**City of Thornton (“Thornton”)**

c/o Water Resources Division  
12450 Washington Street  
Thornton, Colorado 80241  
Telephone: (720) 977-6600  
Email: emily.hunt@cityofthornton.net

**Colorado Water Conservation Board (“CWCB”)**

1313 Sherman St., Room 718  
Denver, Colorado 80203  
Telephone: (303) 866-3441  
Email: dnr\_cwcbisf@state.co.us

**2. General Description of Application.** Applicants are seeking a decree for a plan for augmentation pursuant to C.R.S. § 37-92-102(4.5) for the purpose of preserving and improving the natural environment to a reasonable degree in the Cache la Poudre River (“Poudre River”) at locations downstream of the Cache la Poudre at Canyon Mouth Near Fort Collins gage (“Canyon Gage”) to the confluence with the South Platte River (“Poudre Flows Plan” or “Plan”). This Application is also based on the CWCB’s authority to acquire interests in water rights through contractual arrangements pursuant to C.R.S. § 37-92-102(3) and to file applications in Water Court, utilizing interests in the water rights it acquires, including applications for plans for augmentation. *Id.*; C.R.S. § 37-92-102(4.5). CWCB does not by this Application seek to appropriate an instream flow water right pursuant to C.R.S. § 37-92-102(3). This Application uses the following terminology: “Augmented Segments” are geographic segments of the Poudre River that Applicants intend to augment up to specific stream flow rates pursuant to the Plan. “Seed Water” is water attributable to the Seed Water Rights. “Seed Water Rights” are the specific water rights owned by Fort Collins, Greeley, and Thornton that are included in this Application, as identified in Paragraph 4, to be used for the augmentation of stream flows in all or portions of the Augmented Segments pursuant to the Plan. “Additional Augmentation Water” is water attributable to the Additional Augmentation Water Rights. “Additional Augmentation Water Rights” are specific water rights for additional or alternative sources of augmentation that will be added to the Plan after a decree is entered in this case pursuant to procedures authorized by C.R.S. § 37-92-305(8)(c) to be used for the augmentation of stream flows in the Augmented Segments pursuant to the Plan. “Augmentation Water” refers to both the Seed Water and Additional Augmentation Water. “Augmentation Water Rights” refers to both the Seed Water Rights and Additional Augmentation Water Rights. An “Introduction Point” is the upstream point on the river where Augmentation Water is delivered or introduced for the augmentation of stream flows in the Augmented Segments pursuant to the Plan. A “Terminal Point” is the downstream point on the river where Augmentation Water is no longer used for the augmentation of stream flows pursuant to the Plan.

**3. Need for Augmentation of Stream Flows.** Applicants will augment stream flows in six defined Augmented Segments, as set forth below:

<b>Augmented Segment</b>	<b>Upper Boundary</b>	<b>Lower Boundary</b>
<b>A</b>	Canyon Gage	Larimer and Weld Canal Diversion
<b>B</b>	Larimer and Weld Canal Diversion	Spring Creek Confluence
<b>C</b>	Spring Creek Confluence	New Cache la Poudre Ditch Diversion
<b>D</b>	New Cache la Poudre Ditch Diversion	County Road 17 Crossing
<b>E</b>	County Road 17 Crossing	59 <sup>th</sup> Avenue Bridge
<b>F</b>	59 <sup>th</sup> Avenue Bridge	South Platte River Confluence

A map showing the approximate locations of the Augmented Segments is Exhibit 1 to this Application. The legal description of the entire reach of the Augmented Segments is as follows. The Canyon Gage is in the NW1/4 of Section 15, Township 8 North, Range 70 West. (All legal locations herein are based on the 6<sup>th</sup> P.M and in Larimer or Weld County.) The Poudre River flows from the Canyon Gage through the following sections: Section 15, Township 8 North, Range 70 West; Sections 14, 13, 24, and 25, Township 8 North, Range 70 West; Sections 19, 30, 29, 32, 33, and 34, Township 8 North, Range 69 West; Sections 3, 2, 11, 12, and 13, Township 7 North, Range 69 West; Sections 18, 17, 20, 21, 28, 27, and 34, Township 7 North, Range 68 West; Sections 3, 2, 11, 14, 13, and 24, Township 6 North, Range 68 West; Sections 19, 20, 29, 28, 33, 34, 35, and 36, Township 6 North, Range 67 West; Sections 31, 32, 33, 34, 35, 26, and 36, Township 6 North, Range 66 West; Sections 31 and 32, Township 6 North, Range 65 West; Sections 5, 4, 9, 10, 11, 12, 3, 2, and 1, Township 5 North, Range 65 West; and Section 6, Township 5 North, Range 64 West. The confluence of the Poudre River and the South Platte River is in the SW1/4 of Section 6, Township 5 North, Range 64 West. The legal description of each Augmented Segment is as follows. The Canyon Gage is located in the NW1/4 of Section 15, Township 8 North, Range 70 West. The Larimer and Weld Canal Diversion is located in the SW1/4 of Section 34, Township 8 North, Range 69 West. The Spring Creek Confluence is located in the SW1/4 of Section 17, Township 7 North, Range 68 West. The New Cache la Poudre Ditch Diversion is located in the NE1/4 of Section 11, Township 6 North, Range 68 West. County Road 17 Crossing is located along the section line between Sections 28 and 29, Township 6 North, Range 67 West. The 59<sup>th</sup> Avenue Bridge is located along the section line between Sections 33 and 34, Township 6 North, Range 66 West. The South Platte River Confluence is located in the SW/14 of Section 6, Township 5 North, Range 64 West. Stream flow in the Augmented Segments will be augmented under the Poudre Flows Plan to preserve and improve the natural environment to a reasonable degree up to the rates of flow (in cubic feet per second (“cfs”)) set forth in the following table.

<b>Augmented Segment</b>	<b>Winter (Nov 1 – Mar 31) Preserve</b>	<b>Winter (Nov 1 – Mar 31) Improve</b>	<b>Summer (Apr 1 – Oct 31) Preserve</b>	<b>Summer (Apr 1 – Oct 31) Improve</b>
<b>A</b>	Up to 80	80 -150	Up to 114	114-260
<b>B</b>	Up to 80	80 - 150	Up to 114	114-260
<b>C</b>	Up to 30	30 - 54	Up to 40	40 – 54
<b>D</b>	Up to 10	10 - 35	Up to 10	10 – 40
<b>E</b>	Up to 15	15 - 30	Up to 15	15 – 30
<b>F</b>	Up to 15	15 - 30	Up to 15	15 – 30

These flow rates were quantified by Colorado Parks and Wildlife (“CPW”) in its *Flow Quantification Report for the Cache la Poudre River in Larimer and Weld Counties*, dated October 2020. The specific reach of the Poudre River wherein stream flow will be augmented at any specific time will depend on the specific Introduction Point and Terminal Point for each Augmentation Water Right included in the Poudre Flows Plan. At a regularly scheduled board meeting on January 25, 2021, the CWCB board determined that

using acquired water, including the Seed Water Rights, up to the above stream flow rates is appropriate to preserve and improve the natural environment to a reasonable degree. In addition to the other claims set forth in this Application, the CWCB seeks confirmation from the Court of this CWCB determination. **4. Seed Water Rights.** Applicants intend to include the following expressly identified water rights as Seed Water Rights in the Poudre Flows Plan pursuant to C.R.S. § 37-92-102(4.5)(b)(III). The CWCB has entered into Water Delivery Agreements with Fort Collins, Greeley, and Thornton, on the dates of March 9, 2021, March 30, 2021, and March 22, 2021, respectively, for the CWCB's use of the Seed Water Rights for augmentation. **4.1 Fort Collins' 2005CW323 Southside Ditch Companies Changed Water Rights.** Water rights, all sourced from the Poudre River, represented by certain shares owned by Fort Collins in the Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, and New Mercer Ditch Company, for which the historical consumptive use was quantified and which were changed in Case No. 2005CW323, Water Division No. 1, among other things, to include various new uses including augmentation use. The following information concerning these sources can be found in the decree entered in Case No. 2005CW323: the dates of the original decrees and all relevant subsequent decrees, the types of water rights, legal descriptions of each point of diversion and storage structure, the sources of water, the appropriation dates, the decreed amounts, and the decreed uses. A more complete description of these water rights is shown on Exhibit 2 to this Application. The locations of the points of diversion for the Arthur Ditch, Larimer County Canal No. 2, and New Mercer Ditch, and the reach where these water rights would be used in the Poudre Flows Plan, are shown on Exhibit 3 to this Application. **4.2 Greeley's 1999CW232 and 2015CW3163 Greeley Irrigation Company Changed Water Rights.** Water rights represented by shares owned by Greeley in the Greeley Irrigation Company ("GIC"). The historical consumptive use of shares in the GIC was quantified on a ditch-wide basis in Case No. 1996CW658, Water Division No. 1. In accordance with that ditch-wide quantification, Greeley changed the type, manner, and use of certain of its GIC shares in Case Nos. 1999CW232 and 2015CW3163. More specifically, Greeley changed these GIC shares to include alternate points of re-diversion and places of storage, and to include a number of additional uses beyond irrigation, including augmentation. A more complete description of the water rights to be included by Greeley in the Poudre Flows Plan is shown on Exhibit 4 to this Application. The locations of the points of diversion for the Greeley #3 Ditch and the Ogilvy Ditch, and the reach where these water rights would be used in the Poudre Flows Plan, are shown on Exhibit 3 to this Application. **4.3 Thornton's TNP Decree.** The *Findings of Fact, Conclusion of Law, Judgment and Decree on Remand* in Consolidated Cases No. 86CW401, 86CW402, 86CW403, and 87CW332 ("TNP Decree") changed Thornton's interests represented by shares in the Water Supply and Storage Company ("WSSC") for native water rights in the Poudre River basin and transmountain water rights as described in attached Exhibit 5 to this Application, which was Exhibit B to the TNP Decree ("WSSC Water Rights"). The TNP Decree also changed Thornton's interests represented by shares in the Jackson Ditch Company ("JDC") for native water rights in the Poudre River basin as described in attached Exhibit 6 to this Application, which was Exhibit C to the TNP Decree ("JDC Water Rights"). The TNP Decree quantified the historical consumptive use and changed Thornton's interest in the WSSC Water Rights and the JDC Water Rights to alternate types and places of use including among other things, augmentation in the Poudre River and South Platte River basins pursuant to the terms of the TNP Decree in paragraphs 11.3.1 and 11.3.2. The Poudre River Exchange in Case No. 86CW401, the WSSC Ditch Exchange in Case No. 86CW402, and the 1986 Appropriations in 86CW403 from the TNP Decree will not be part of or included in this Plan. The location of the point of diversion for the Larimer County Canal, the outlet for Lindenmeier Lake at Dry Creek, and the reach where these water rights would be used in the Poudre Flows Plan, are shown on Exhibit 3 to this Application. **5. Additional Augmentation Water Rights.** Applicants further seek that any decree entered in this case include procedures to allow the use of additional or alternative sources of Augmentation Water pursuant to C.R.S. § 37-92-305(8)(c) that will comply with the requirements of C.R.S. § 37-92-102(4.5). Specifically, Applicants seek a mechanism in the decree pursuant to C.R.S. § 37-92-305(8)(c) to add Additional Augmentation Water and Additional Augmentation Water Rights to the Plan after the decree is entered, provided they meet the requirements of C.R.S. § 37-92-102(4.5). **6. Complete Statement of the Plan. 6.1** Applicants, along with the Colorado Division of Parks and Wildlife, are parties to the Memorandum of

Agreement for Phase II of the Cache La Poudre River Instream Flow Augmentation Plan, dated February 8, 2020 (“Phase II MOA”), related to the Poudre Flows Plan. A copy is attached as Exhibit 7. The Phase II MOA sets forth the responsibilities of the parties, including to work cooperatively on filing this Application and to implement and operate the Poudre Flows Plan once in place. The CWCB has acquired a contractual interest in the Seed Water Rights pursuant to CWCB Rule 6 of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, as noted in Paragraph 4. **6.2** Applicants intend to augment stream flow in the Augmented Sections through all or portions of the Poudre River from the Canyon Gage to its confluence with the South Platte River. The use of the Augmentation Water in this Plan will be pursuant to agreements between the owner(s) of the Augmentation Water Rights and the CWCB, including the Water Delivery Agreements identified in Paragraph 4. Applicants specifically intend to deliver Augmentation Water to the Poudre River at various Introduction Points and to measure that water as required by C.R.S. § 37-92-502(5)(a) and the terms and conditions of any decree entered in this case. Once Augmentation Water has been delivered to the stream at an Introduction Point, it will be used to augment stream flows in the applicable Augmented Section(s) downstream to the Terminal Point to preserve and improve the natural environment to a reasonable degree. The Poudre River is a free-flowing river subject to natural (including diurnal) variation, and the Augmentation Water will be subject to evaporation, transportation, and other losses (collectively, “transit losses”) as determined by the Division Engineer as it flows through the Augmented Segments in a manner consistent with other water flowing through the same reach. Subject to terms and conditions of C.R.S. § 37-92-102(4.5) that protect water rights, undecreed existing exchanges that have been administratively approved before the date of the Application, and the owners of structures from injury, the Augmentation Water will be shepherded downstream from the various Introduction Points to the various Terminal Points. The Introduction Points and Terminal Points will be identified for each Augmentation Water Right. Between the Introduction Points and Terminal Points, the CWCB will use the Augmentation Water to augment stream flow to preserve and improve the natural environment to a reasonable degree. State water officials must be capable of administering the water past intervening headgates. When an Augmentation Water Right reaches its Terminal Point, the Augmentation Water may be used, reused, and/or successively used for beneficial uses in accordance with the applicable underlying decree(s) or administrative approval(s) for the Augmentation Water Right, less any transit losses assessed by the Division Engineer that are incurred between the Introduction Point and Terminal Point. The Augmentation Water will be measured as required by C.R.S. § 37-92-502(5)(a) and the terms and conditions of any decree entered in this case. **6.3** Use of an Augmentation Water Right in this Plan is subject to the terms and conditions of any applicable decree to which the Augmentation Water Right is subject. C.R.S. § 37-92-102(4.5)(b)(V). **6.4** This Plan will include any terms and conditions necessary to prevent injury to the owners of vested water rights or decreed conditional water rights. C.R.S. § 37-92-102(4.5)(b)(VI). **6.5** This Plan will include any terms and conditions necessary to prevent injury to other water rights that result from any change in the time, place, or amount of water available for diversion or exchange to the extent that other appropriators have relied upon the stream conditions that resulted from the historical use of the Augmentation Water used in this Plan before their use in this Plan. Any decree for this Plan will recognize that junior appropriators are entitled to the continuation of stream conditions as the conditions existed at the time of the junior appropriation. C.R.S. § 37-92-102(4.5)(b)(VI). **6.6** This Plan will include any terms and conditions necessary to prevent injury to other water users’ undecreed existing exchanges of water to the extent the undecreed existing exchanges have been administratively approved before the date of the filing of this Application. C.R.S. § 37-92-102(4.5)(b)(VII). **6.7** the Augmentation Water used to augment stream flows in this Plan shall not be diverted within the Augmented Segments by an exchange, plan for substitution, plan for augmentation, or other means that cause a reduction of the Augmentation Water in the Augmented Segments between the Augmentation Water’s specific Introduction Point and Terminal Point. The Augmentation Water used in this Plan is subject to such reasonable transit losses as may be imposed by the Water Court or the State and Division Engineers. C.R.S. § 37-92-102(4.5)(b)(VIII). **6.8** If operation of this Plan requires the use of, or making of physical modifications to, an existing diversion structure within a stream reach to allow the Augmentation Water to bypass the structure, the operator of the Plan must have consent from the owner of the existing diversion structure and

bear all reasonable construction costs associated with any physical modifications and all reasonable operational and maintenance costs incurred by the owner of the structure that would not have been incurred in the absence of physical modifications to the structure. C.R.S. § 37-92-102(4.5)(b)(IX). **6.9** This Application does not include any claims for exchanges or changes of water rights. Because the Seed Water Rights meet the requirements of C.R.S. §37-92-102(4.5)(b)(III), no further change of the Seed Water Rights is required or claimed herein. **7.** Pursuant to Rule 6.c of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, each source of Augmentation Water may be used in addition to and in combination with any other source of Augmentation Water and any other water, water right, or interest in water acquired by the CWCB, including any protected mitigation release made pursuant to C.R.S. § 37-92-102(8), in this reach of the Poudre River from the Canyon Gage to the confluence with the South Platte River, up to flow rates to meet the CPW flow recommendations to preserve and improve the natural environment, as set forth in the table contained in Paragraph 3, above, and as determined appropriate by the CWCB to preserve and improve the natural environment to a reasonable degree. **8. Name(s) and address(es) of owner(s) or reputed owner(s) of the land upon which any new diversion or storage structure, or modification to any existing diversion or storage structure is or will be constructed or upon which water is or will be stored, including any modification to the existing storage pool.** See Exhibit 8 to this Application.

R 70 W

R 69 W

R 68 W

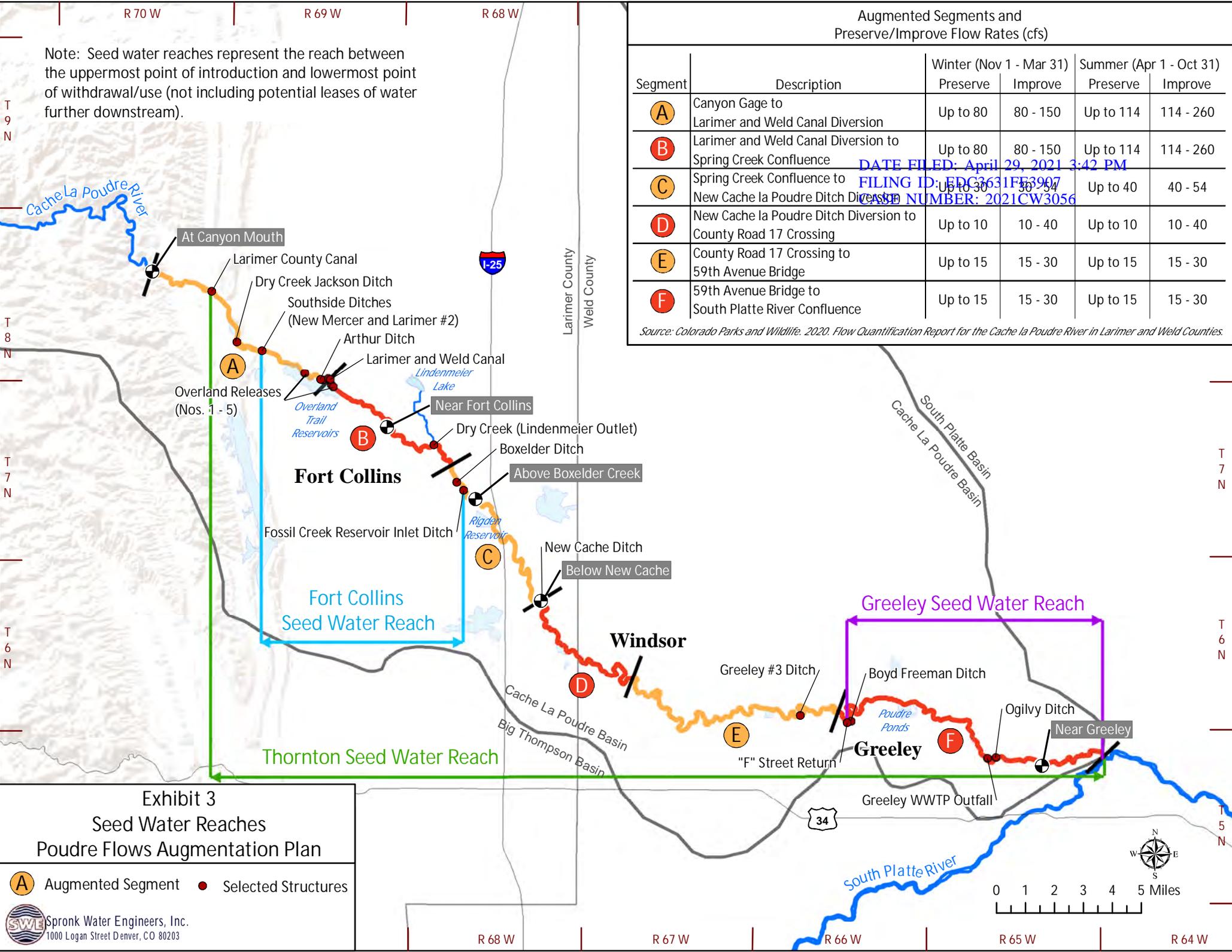
### Augmented Segments and Preserve/Improve Flow Rates (cfs)

Note: Seed water reaches represent the reach between the uppermost point of introduction and lowermost point of withdrawal/use (not including potential leases of water further downstream).

Segment	Description	Winter (Nov 1 - Mar 31)		Summer (Apr 1 - Oct 31)	
		Preserve	Improve	Preserve	Improve
<b>A</b>	Canyon Gage to Larimer and Weld Canal Diversion	Up to 80	80 - 150	Up to 114	114 - 260
<b>B</b>	Larimer and Weld Canal Diversion to Spring Creek Confluence	Up to 80	80 - 150	Up to 114	114 - 260
<b>C</b>	Spring Creek Confluence to New Cache la Poudre Ditch Diversion	Up to 30	30 - 54	Up to 40	40 - 54
<b>D</b>	New Cache la Poudre Ditch Diversion to County Road 17 Crossing	Up to 10	10 - 40	Up to 10	10 - 40
<b>E</b>	County Road 17 Crossing to 59th Avenue Bridge	Up to 15	15 - 30	Up to 15	15 - 30
<b>F</b>	59th Avenue Bridge to South Platte River Confluence	Up to 15	15 - 30	Up to 15	15 - 30

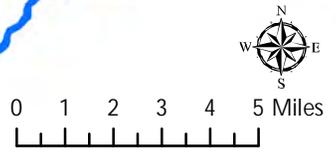
DATE FILED: April 29, 2021 3:42 PM  
FILING ID: EDC3631FF3907  
CASE NUMBER: 2021CW3056

Source: Colorado Parks and Wildlife, 2020. Flow Quantification Report for the Cache la Poudre River in Larimer and Weld Counties.



### Exhibit 3 Seed Water Reaches Poudre Flows Augmentation Plan

**A** Augmented Segment    ● Selected Structures



R 68 W

R 67 W

R 66 W

R 65 W

R 64 W

T 9 N  
T 8 N  
T 7 N  
T 6 N  
T 5 N

**10. Report: American Infrastructure Act Risk and Resiliency Study Update**

**11. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes:**

- a. Receiving legal advice and discussing matter subject to negotiation and strategy pursuant to § 24-6-402(4)(b) and (e), C.R.S., as it relates to American Infrastructure Act Risk and Resiliency Study Update and Amended and Restated Water Service Agreement with the Town of Windsor**