

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Election of Officers**

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, May 23, 2022, at 1:00 PM

32825 Co Rd 39, Lucerne, CO 80646

THE BOARD MEETING WILL BE OPEN TO THE PUBLIC BY TELECONFERENCE

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Election of Officers and Selection of SCWTA Board Member**
- 4. Action: Approve May 23, 2022, NWCWD Board Meeting Agenda**
- 5. Action: Consider Acceptance of 2021 North Weld County Water District Annual Audit (enclosure)**
- 6. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from April 11, 2022, Regular Meeting**
 - b. Acceptance of Unaudited April 2022 Financial Statements**
 - c. Approve Invoices through May 23, 2022**
 - d. Offer Anderson Property Eaton Pipeline Project Phase 2 Easement**
 - e. Allocation Transfer Request - DCP Midstream**
 - f. WCR 66/41 Project Easements:**
 - i. Permanent Water Easement Agreement – Five M Farm Co**
 - ii. Temporary Construction Easement Agreement – Five M Farm Co**
 - g. WCR 25 Easement for Meter Maintenance:**
 - i. Permanent Water Easement Agreement – ABCD Landco.**
 - h. Line 1 Replacement Project; Garney Construction, Change Order #4**
 - i. 1 Share Water Supply and Storage Company Lease for Mr. Brad Cook**
 - j. Transfer of 3 Water Allocations Request for Mr. Faulkner**
- 7. NWCWD Mid-Year CIP and Planning Update (enclosures)**
 - a. Regional Master Plan Effort**
 - i. Water Service Agreement Capacity Caps**

- ii. Letters to Wholesale Customers
 - iii. Action: Notification Letter to Town of Severance Related to WSA Plant Investment Request
 - b. Capital Improvement Plan Update
 - c. Finance
 - i. Action: Mill Levy Election Scope of Services and Schedule
 - ii. Potential Rate Adjustments Mid-Year
 - i. Action: Wholesale Accounts Retail Rate Adjustment
8. Report: Water Operations Plan 2022 Presentation and Water Lease Agreements (enclosures)
- a. Action: Consider Drought Declaration
 - b. Action: Consider Approval Lease ELCO – 400 AF NPIC MU
 - c. Action: Consider Approval Lease Town of Eaton - 100 AF NPIC MU
 - d. Action: Opposition Change Case No. 22CW3042 City of Greeley
9. Water Tap Sales Matters:
- a. Update re Tap Sales
 - b. Action: Consider Approval of 1st Amendment Water Service Agreement Hidden Valley Farms Subdivision, 6th Filing (enclosure, Separate and Confidential)
10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Larimer County 1041 Regulations, Amendment Water Service Agreement Hidden Valley Farms Subdivision, 6th Filing and Response to Town of Severance WSA Plant Investment Request
11. District Manager's Report:
- a. DFA Meeting April 26, 2022 (enclosures)
 - b. Employee Mid-year Salary Increases
 - c. Hiring Authority Manager at SCWTA
 - d. Employee Hourly Rate Study
 - e. Non-Potable Supply Update – Wild Wing and Saddler
12. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)
13. Other Business
- a. 2022 Director Election Wrap-Up
 - b. Discussion re Return to In-Person Meetings

ADJOURN _____ P.M.

North Weld County Water District

Financial Statements and Supplementary
Information
For the Years Ended December 31, 2021 and 2020

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North Weld County Water District

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Independent Auditor's Report

Board of Directors
North Weld County Water District
Lucerne, Colorado

Opinion

We have audited the financial statements of the North Weld County Water District (the District), as of and for the years ended December 31, 2021 and 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the District, as of December 31, 2021 and 2020, and its changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not

absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Revenues and Expenditures - Budget and Actual (Budgetary Basis) is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Revenues and Expenditures - Budget and Actual (Budgetary Basis) is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

May XX, 2022

North Weld County Water District Management's Discussion and Analysis

Management's discussion and analysis is designed to provide an analysis of the financial condition and operating results and to also inform the reader on financial issues and activities of the North Weld County Water District (the "District").

Management's Discussion and Analysis ("MD&A") should be read in conjunction with the District's basic financial statements (beginning on page 12).

2021 Highlights – Business-Type Activities

- On December 31, 2021, the District's net position was \$174,605,378 an increase of \$12,162,654 from the 2019 amount of \$162,442,724. On December 31, 2020, the District's net position was \$162,442,724 an increase of \$15,661,230 from the 2019 amount of \$146,781,494.
- Operating revenues for 2021 increased by \$3,292,227 from \$13,568,617 in 2020 to \$16,860,844. Operating revenues for 2020 increased by \$2,016,226 from \$11,552,391 in 2019 to \$13,568,617.
- Total operating expenses in 2021 increased by \$417,250 from \$10,320,583 to \$10,737,833. Total operating expenses in 2020 increased by \$2,310,400 from \$8,010,183 to \$10,320,583.
- Total capital assets in 2021 increased by \$14,626,046 from \$158,932,672 to \$173,558,718. Total capital assets in 2020 increased by \$29,470,584 from \$129,462,088 to \$158,932,672.
- Long term debt decreased by \$2,222,421 in 2021, from \$24,129,221 in 2020 to \$21,906,800. Long term debt decreased by \$1,801,914 in 2020, from \$25,931,135 in 2019 to \$24,129,221.

Using this Annual Report

The financial statements included in this annual report are those of a quasi-municipal corporation and a political subdivision of the State of Colorado engaged only in a business-type activity. As an enterprise fund, the District's basic financial statements include:

Statements of Net Position – reports the District's current financial resources (short-term spendable resources) with capital assets and long-term obligations. (See pages 12-13).

Statements of Revenues, Expenses and Changes in Net Position – reports the District's operating and non-operating revenues, by major source along with operating and non-operating expenses and capital contributions. (See page 14).

Statements of Cash Flows – reports the District's cash flows from operating activities, non-capital financing activities, capital and related financing activities, and investing activities. (See pages 15-16).

**North Weld County Water District
Management's Discussion and Analysis**

The following tables summarize information from these statements.

Statements of Net Position

December 31,	2021	2020	2019
Current assets	\$21,263,662	\$21,886,048	\$26,212,227
Restricted assets	4,321,345	8,313,146	20,177,405
Capital assets	173,558,718	158,932,672	129,462,088
Other assets	211,176	233,473	256,768
Deferred outflows of resources	-	-	1,000
 Total Assets and Deferred Outflows of Resources	 \$199,354,901	 \$189,365,339	 \$176,109,488
 Current liabilities	 \$2,842,723	 \$2,793,394	 \$3,396,859
Non-current liabilities	21,906,800	24,129,221	25,931,135
Total Liabilities	<u>\$24,749,523</u>	<u>\$26,922,615</u>	<u>\$29,327,994</u>
 Net position	 	 	
Net investment in capital assets	\$149,867,506	\$133,220,394	\$101,904,143
Restricted:			
Operations and Maintenance	4,321,345	8,313,146	20,177,405
Unrestricted	<u>20,416,527</u>	<u>20,909,184</u>	<u>24,699,946</u>
Total Net Position	<u>\$174,605,378</u>	<u>\$162,442,724</u>	<u>\$146,781,494</u>

Capital assets increased by \$14,626,046 during 2021, compared to an increase of \$29,470,584 in 2020 and \$14,314,617 in 2019.

Review of Revenue

Years Ended December 31,	2021	2020	2019
Operating Revenue			
Water – treated	\$16,463,770	\$13,278,380	\$11,004,967
Other income	<u>397,074</u>	<u>290,237</u>	<u>547,424</u>
Total operating revenue	\$16,860,844	\$13,568,617	\$11,552,391
 Non-operating revenues	 	 	
Earnings on investments	2,997	143,264	523,814
Other non-operating income	85,037	123,113	107,843
Gain on disposal of capital assets	-	-	300,156
Total non-operating revenue	88,037	266,377	931,813
Total revenue	<u>\$16,948,881</u>	<u>\$13,834,994</u>	<u>\$12,484,204</u>

**North Weld County Water District
Management's Discussion and Analysis**

Water sales were \$16,463,770 of budgeted meter sales. Water sales from construction meters increased from \$290,237 in 2020, to \$397,074 an increase of \$106,837. Water sales from construction meters decreased from \$547,424 in 2019, to \$290,237 in 2020, a decrease of \$257,187.

Review of Expenses

Years Ending December 31,	2021	2020	2019
Administrative	\$1,825,409	\$2,060,704	\$1,825,072
Distribution	7,094,729	6,586,864	4,579,501
Depreciation	<u>1,817,695</u>	<u>1,673,015</u>	<u>1,605,610</u>
Total operating expenses	\$10,737,833	\$10,320,583	\$8,010,183
Interest expense	<u>689,673</u>	<u>793,508</u>	<u>674,209</u>
Total expenses	<u>\$11,427,506</u>	<u>\$11,114,091</u>	<u>\$8,684,392</u>

Operating expenses were \$10,737,833 of the total expenditures as shown on the budgetary comparison schedule including depreciation of \$1,817,695.

Capital Contribution

Years Ending December 31,	2021	2020	2019
Tap fees – customers	\$1,790,750	\$2,478,123	\$1,606,125
Meter set fees	206,075	172,000	309,900
Reimbursement for water rights	3,495,026	8,224,718	17,937,145
Distance fees	359,400	926,730	694,825
Reimbursement for line extension	785,031	1,138,756	1,125,090
Water storage	-	-	-
Miscellaneous	<u>5,000</u>	<u>-</u>	<u>-</u>
Net capital contributions	<u>\$6,641,282</u>	<u>\$12,940,327</u>	<u>\$21,673,085</u>

Contributed capital was \$6,641,282 of the total revenues as shown on the budgetary comparison schedule.

**North Weld County Water District
Management's Discussion and Analysis**

Capital Assets, Net of Depreciation

Years Ending December 31,	2021	2020	2019
Transmission and distribution system	\$78,865,986	\$77,820,765	\$71,951,498
Facilities	1,644,153	1,644,153	1,644,153
Vehicle and field equipment	2,204,382	2,134,534	2,045,242
Other	78,221	78,221	78,221
	0		
Total depreciable assets	82,792,742	81,677,673	75,719,114
Less: accumulated depreciation	(29,847,965)	(28,030,270)	(26,357,255)
Total depreciable assets, net	52,944,777	53,647,403	49,361,859
SCWTA Treatment Capacity	22,849,610	18,130,412	10,531,957
Land, easements, and water rights	94,928,149	87,092,881	68,720,254
Construction in progress	2,836,182	61,976	848,018
Total capital assets, net	<u>\$180,557,073</u>	<u>\$158,932,672</u>	<u>\$129,462,088</u>

Major capital asset additions in 2021 were:

Water Rights	\$7,137,964
Gravel Pits – Storage	675,533
Easements	21,771
New Construction	2,774,206
Meter Sets	1,045,221
Treatment Capacity	4,719,198
Vehicle – Equipment	69,848
	<u>\$16,443,741</u>

Construction in Progress

The following projects will be ongoing in 2022:

Line 1 Project
Old Eaton Pipeline
Tank 1C Project
Tank 7B Project

Debt Administration

On December 31, 2021, the District had \$21,906,800 in outstanding debt obligations, a decrease of \$2,222,421 from 2020. In 2020, the District's outstanding debt decreased by \$1,801,914, from \$25,931,135 in 2019 to \$24,129,221 in 2020. The increase was due to the issuance of the 2020 series revenue bonds. See Notes 5 and 6 for more detailed information about the District's long-term debt.

**North Weld County Water District
Management's Discussion and Analysis**

	Beginning Balance	Additions	Retirements	Ending Balance
2012 refunding revenue				
bonds	\$ 4,560,000	\$ -	\$ 1,470,000	\$ 3,090,000
2019 revenue bonds	16,160,000	-	-	16,160,000
2020 refunding revenue				
bonds	3,850,000	-	400,000	3,450,000
Compensated absences	286,943	101,106	257,461	130,588
Total	24,856,943	\$ 101,106	\$ 2,127,461	22,830,588
Current portion of				
long-term debt	(1,870,000)			(1,915,000)
Net bond premiums	1,142,278			991,212
Noncurrent portion of				
long-term debt	\$ 24,129,221			\$ 21,906,800

Customer Classification, Water Rates, Revenue and Consumption

The District currently provides water service to 6,295 taps, 92%, of which, are standard. All water service is metered and read electronically. The following table is a breakdown of water consumption and revenue billed by customer class in 2021.

Classification	2021 Water Consumption (Per 1000 Gal.)	Percent of Total	Total Billed in 2021	Percent of Total
Residence Only	15,427	0.5%	73,557	0.4%
Standard	584,111	16.9%	2,498,166	15.2%
Standard ½	41,801	1.2%	236,249	1.4%
Standard ¾	8,475	0.2%	42,924	0.3%
Flow Control	143,708	4.2%	427,258	2.6%
Commercial	1,160,790	33.6%	4,510,177	27.5%
Municipal	1,283,936	37.2%	3,736,533	22.8%
Conservation Blue	134,894	3.9%	631,983	3.9%
Fire Meters	215	0.0%	4,500	0.0%
Non-Potable Meters	77,752	2.3%	116,629	0.7%
Unset Meters	-	-	4,469	0.0%
Adjustments	-	-	-10,657	0.0%
Surcharges (PI)	-	-	2,170,293	13.2%
Surcharges (W)	-	-	1,949,876	11.9%
Total	3,451,109	100%	16,391,962	100%

North Weld County Water District Management's Discussion and Analysis

Basic Service Fees, Rates and Changes

The District has established a schedule of rates, fees and charges for the connection to and use of District facilities. State law provides that, until paid, all such rates, fees, tolls and charges constitute a perpetual lien on and against the property served. User charges are billed according to customer classification and usage. Each customer is subject to a minimum monthly charge, which begins when the meter is set. If the meter is not set within 12 months after purchase of the tap, a monthly charge is assessed.

In establishing the current rate schedule, it was determined that the rate must both pay for increasing operating costs, including debt service, and allow for some system deferred maintenance funds while not overburdening District customers on the lower end of the usage scale with excessive rates. The following table is a comparison of basic service fees for a Standard Tap (Class 1). The 2018 rates increased from \$3.20 to \$3.29. Monthly minimum for usage between 0-6 (Kgals) was \$19.74. The 2019 rates increased from \$3.29 to \$3.39. Monthly minimum for usage between 0-6 (Kgals) was \$20.34. The 2020 rates increased from \$3.39 to \$3.73. Monthly minimum for usage between 0-6 (Kgals) is \$22.38. The 2021 rates increased from \$3.73 to \$3.88. Monthly minimum for usage between 0-6 (Kgals) is \$23.28. The 2022 rates increased from \$3.88 to \$4.15. Monthly minimum for usage between 0-6 (Kgals) is \$24.90.

Comparative Residential System User Charges 2018 - 2022

	January 2018	January 2019	January 2020	January 2021	January 2022
Monthly Minimum Usage (Kgals) 0-6	\$19.74	\$20.34	\$22.38	\$23.28	\$24.90
6 and greater	\$3.29	\$3.39	\$3.73	\$3.88	\$4.15
Comparative Town's User Charges 2018-2022					
75% Residential Rate	\$2.47	\$2.54	\$2.80	\$2.91	\$3.11

Tap Fees

The District charges tap fees to recover costs of system acquisition, construction and expansion. A tap fee is a one-time charge that must be paid in full before the meter will be installed and the account is considered active. The District's tap fee is calculated based upon plant investment fee, distance fee, raw water fee and storage fee. Effective July 1, 2018 the storage fee is no longer a requirement.

The total tap fee for a Water Class 1 and Plant Investment Class 1 is; cash in lieu - raw water for 2021 was \$58,000, approximately the cost of 1 unit of CBT. The plant investment is \$9,500, a distance fee of \$300 per mile from the District's main tank site at Highway 14 and Highway 257 to the property following section lines with a minimum of 5 miles or \$1,500, and a meter pit installation which averages \$1,750.

In 2010, the District made Conservation Blue Taps available to customers purchasing a new tap. A Conservation Blue Tap allows the customer to purchase a tap and not pay the plant investment fee nor pay the distance fee. These taps are automatically in the plant investment surcharge as soon as usage occurs. With the purchase of Conservation Blue Taps, the number of plant investments will decrease while water class allocations will increase.

Per Resolution 20180813-02 – Elimination of Conservation Blue Taps, effective August 13, 2018, Conservation Blue Taps are only available to certain pending subdivisions that have already received conditional or final approval from the District. Plat for such subdivisions shall be recorded on or before

**North Weld County Water District
Management's Discussion and Analysis**

August 13, 2019 and the taps, including payment or transfer of water, as applicable, shall be purchased on or before August 13, 2023. With the Elimination of Conservation Blue Taps, the number of plant investments will increase, but at a slower rate than water class allocations through 2023 (approved subdivisions). After 2023, plant investments and water class allocations will level out.

Historical Plant Investment Collections

Year	Number of PIs	Tap Fee Revenue
2015	136.77	\$1,025,775
2016	120.25	\$939,375
2017	250.25	\$1,876,875
2018	299.50	\$2,246,250
2019	188.75	\$1,606,125
2020	260.84	\$2,478,065
2021	188.50	\$1,790,750

Capital Improvement Plan

The five-year capital improvement plan (CIP) for the period 2022 thru 2026 is driven by the growth within the District and Northern Colorado. The CIP for this report is split into the following categories and amounts for each category:

Proposed CIP

Project	2022	2023	2024	2025	2026	Total
Main Transmission Lines, Meters, Tanks, Distribution Lines and Pump Stations	\$20,050,000	\$21,812,000	\$10,612,240	\$7,612,485	\$6,512,734	\$66,599,459
Water Resources	6,360,000	4,885,000	4,785,000	4,560,000	4,760,000	25,350,000
Land /Easements	180,000	180,000	180,000	180,000	180,000	900,000
Total	\$26,590,000	\$26,877,000	\$15,577,240	\$12,352,485	\$11,452,734	\$92,849,459

Upcoming expenditures are to expand and improve the piping network and storage capabilities of the District.

North Weld County Water District Management's Discussion and Analysis

Contracts and Agreements

The District is a party to contracts and cooperative agreements concerning the financing, acquisition, construction, operation, maintenance, and use of certain water facilities.

Economic and Other Factors

Overall, the District has shown increases in water revenues and tap sales as a result of continued growth throughout the District, the Towns served by the District, and generally in Weld and Larimer counties. Operating expenses have increased due to construction and needed system improvements but will assure future water revenues and tap sales to be generated.

Land use, zoning and management procedures and policies as established by Weld and Larimer County will materially affect the extent of future growth and development within the District.

Financial Contact

The District's financial statements are designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional financial information please contact Eric Reckentine, District Manager, North Weld County Water District, P.O. Box 56, Lucerne, CO 80646.

Basic Financial Statements

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North Weld County Water District

Statements of Net Position

<i>December 31,</i>	2021	2020
Assets		
Current assets		
Cash and cash equivalents	\$ 18,403,729	\$ 19,682,160
Receivables	1,271,776	1,026,656
Inventories	1,478,133	1,097,941
Prepaid items	110,024	79,291
Total current assets	21,263,662	21,886,048
Non-current assets		
Restricted assets		
Cash and cash equivalents	4,321,345	8,313,146
Total restricted assets	4,321,345	8,313,146
Capital assets, net		
Transmission and distribution system	78,865,986	77,820,765
Facilities	1,644,153	1,644,153
Vehicles and field equipment	2,204,382	2,134,534
Other	78,221	78,221
Total depreciable assets	82,792,742	81,677,673
Less: accumulated depreciation	(29,847,965)	(28,030,270)
Total depreciable assets, net	52,944,777	53,647,403
SCWTA Treatment Capacity	22,849,610	18,130,412
Land, easements, and water rights	94,928,149	87,092,881
Construction in progress	2,836,182	61,976
Total capital assets, net	173,558,718	158,932,672
Other assets		
Debt insurance costs, net of \$78,391 and \$76,705 in accumulated amortization	211,176	233,473
Total other assets	211,176	233,473
Total non-current assets	178,091,239	167,479,291
Total assets	199,354,901	189,365,339

(Continued).

North Weld County Water District
Statements of Net Position
(Continued)

<i>December 31,</i>	2021	2020
Liabilities		
Current liabilities		
Current portion of long-term debt	1,915,000	1,870,000
Accounts payable	658,397	588,007
Accrued expenses	269,326	335,387
Total current liabilities	2,842,723	2,793,394
Non-current liabilities		
Accrued compensated absences	130,588	286,943
Long-term debt, net	21,776,212	23,842,278
Total non-current liabilities	21,906,800	24,129,221
Total liabilities	24,749,523	26,922,615
Net position		
Net investment in capital assets	149,867,506	133,220,394
Restricted:		
Operations and maintenance reserves	4,321,345	8,313,146
Unrestricted	20,416,527	20,909,184
Total net position	\$ 174,605,378	\$ 162,442,724

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Statements of Revenues, Expenses and Changes in Net Position

<i>For the Years Ended December 31,</i>	2021	2020
Operating revenues		
Water sales - treated	\$ 16,463,770	\$ 13,278,380
Construction water	397,074	290,237
Total operating revenues	16,860,844	13,568,617
Operating expenses		
Administrative	1,825,409	2,060,704
Distribution	7,094,729	6,586,864
Depreciation	1,817,695	1,673,015
Total operating expenses	10,737,833	10,320,583
Operating income	6,123,011	3,248,034
Non-operating revenues (expenses)		
Earnings on investments	2,997	143,264
Other non-operating income	85,037	123,113
Interest expense	(689,673)	(793,508)
Total non-operating expenses	(601,639)	(527,131)
Net income before contributions	5,521,372	2,720,903
Capital contributions	6,641,282	12,940,327
Change in net position	12,162,654	15,661,230
Net position at beginning of year	162,442,724	146,781,494
Net position at end of year	\$ 174,605,378	\$ 162,442,724

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Statements of Cash Flows

<i>For the Years Ended December 31,</i>	2021	2020
Cash flows from operating activities		
Cash received from customers	\$ 16,615,724	\$ 13,125,966
Cash paid to suppliers and vendors	(7,253,015)	(7,133,018)
Cash paid to employees	(2,230,074)	(2,250,247)
Net cash flows from operating activities	7,132,635	3,742,701
Cash flows from non-capital financing activities		
Other non-operating revenues	85,037	123,113
Net cash flows from non-capital financing activities	85,037	123,113
Cash flows from capital and related financing activities		
Contributed capital	6,641,282	12,940,327
Principal paid on long-term debt	(1,870,000)	(5,530,000)
Interest paid	(818,442)	(935,880)
Proceeds from issuance of debt	-	3,850,000
Acquisition of land, easements and water rights	(7,835,268)	(18,372,627)
Acquisition and construction of capital assets	(8,608,473)	(12,770,972)
Net change in restricted cash and cash equivalents restricted for bond reserves	3,991,801	11,864,259
Net cash flows used by capital and related financing activities	(8,499,100)	(8,954,893)
Cash flows from investing activities		
Earnings on investments	2,997	143,264
Net cash flows from investing activities	2,997	143,264
Net change in cash and cash equivalents	(1,278,431)	(4,945,815)
Cash and cash equivalents at beginning of year	19,682,160	24,627,975
Cash and cash equivalents at end of year	\$ 18,403,729	\$ 19,682,160

(Continued)

North Weld County Water District
Statements of Cash Flows
(Continued)

For the Years Ended December 31,

2021

2020

Reconciliation of operating income to net cash flows from operating activities:

Operating income	\$ 6,123,011	\$ 3,248,034
Adjustments to reconcile operating income to net cash flows from operating activities:		
Depreciation	1,817,695	1,673,015
Changes in assets and liabilities:		
Receivables	(245,120)	(442,651)
Inventories	(380,192)	(97,694)
Prepaid items	(30,733)	(79,291)
Accounts payable, accrued expenses, and accrued compensated absences	(152,026)	(558,712)
Net cash flows from operating activities	\$ 7,132,635	\$ 3,742,701

Noncash investing, capital and financing activities:

Amortization of bond premium	\$ 151,066	\$ 143,004
Amortization of bond insurance	\$ 30,733	\$ 14,866

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Notes to Financial Statements

1. Summary of Significant Accounting Policies

Form of Organization

The North Weld County Water District (the “District”) is organized under the provisions of Section 32-1-305 (6) of the Colorado Revised Statutes (“CRS”). The District was organized on November 28, 1962, as a quasi-municipal corporation and political subdivision of the State of Colorado and is governed pursuant to the provisions of the Colorado Special District Act.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) as applied to government units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing governmental accounting and financial principles. The District’s significant accounting policies are described below.

Reporting Entity

As defined by GAAP established by the GASB, the financial reporting entity consists of the primary government, as well as component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

- 1) Appointment of a voting majority of the component unit’s board, and either, a) the ability to impose its will by the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
- 2) Fiscal dependency on the primary government.

Based on the above criteria, there are no other organizations that would be considered component units of the District.

Basic Financial Statements

The District is a special-purpose government engaged only in business-type activities. As such, enterprise fund financial statements are presented.

Basis of Accounting

Proprietary funds, which include enterprise funds, are accounted on a flow of economic resources measurement focus using the accrual basis of accounting. Therefore, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the Statement of Net Position. Revenues and expenses are recorded in the accounting period in which they are earned or incurred, and they become measurable. Net position is segregated into amounts invested in capital assets, restricted for operations and maintenance reserves and bond proceeds, and unrestricted. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in total net position. Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration.

North Weld County Water District

Notes to Financial Statements

Budgets and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the Board of Directors (the “Board”) in accordance with state statutes. The budget is prepared on a basis consistent with GAAP except that capital asset additions and principal payments are budgeted as expenditures and debt proceeds are budgeted as revenues.

The budget process timeline is as follows:

1. On or before October 15, the District staff submits to the Board a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at regular Board meetings to obtain public comments.
3. Prior to December 31, the budget is adopted by the Board.
4. Unused appropriations lapse at the end of each year.

The following is a summary if the original budgeted expenditures, total revisions, and revised budgeted expenditures for fiscal year 2021:

	Original Budget	Total Revisions	Revised Budget
Enterprise Fund	\$ 36,148,744	\$ (7,362,791)	\$ 28,785,952

Cash and Cash Equivalents

The District considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Short term investments, consisting of funds invested in a local government investment pool (Note 2) are considered to be cash equivalents and are measured at net asset value, which approximates fair value.

Receivables and Allowance for Doubtful Accounts

The District’s receivables are due from commercial and residential customers within the District’s service area. The District’s policy for collections is limited to the right to discontinue service and to place liens on property. In 2020, the District adopted a policy allowing for the certification of delinquent accounts to the County Treasurer for collection - Resolution 20201214-07: Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges. The District had no allowance for doubtful accounts at December 31, 2021 and 2020.

Inventories

Inventories, consisting primarily of operating supplies for water meter repair and installation, have been valued at cost, using the first-in first-out method of accounting.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

North Weld County Water District

Notes to Financial Statements

Capital Assets

Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their estimated fair value on the date donated. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are expensed.

Depreciation of capital assets is charged as an expense against operations. Depreciation has been provided over the estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Description	Estimated Lives
Facilities	40 years
Transmission and distribution system	10-100 years
Vehicles and field equipment	5-10 years
Other	5-20 years

Joint Venture

Prior to February 1, 2017, the District was a participant with East Larimer County Water District ("ELCO") and Ft. Collins/Loveland Water District ("FLWD") in a joint venture to operate Soldier Canyon Filter Plant (the "Plant"), the filter plant from which the District, ELCO and FLWD purchase 100% of their water. Each district was charged for their respective share of the water purchased from the Plant, and for capital improvements made at the Plant on a periodic basis. Major capital improvements to the Plant were funded by the individual districts independently and included in each of the district's capital assets. As such, the depreciation expense for these assets was also reflected in the financial statements of the District, ELCO and FLWD. The District's net investment and its share of the operating results of the Plant were reported in the accompanying Statements of Net Position, and Statements of Revenues, Expenses and Changes in Net Position.

On February 1, 2017, the District transferred all of the Filter Plant assets to a new entity, Solider Canyon Water Treatment Authority (the "Authority"). In exchange for the District's share of the Plant assets, the District received treatment capacity share of 16.238 MGD or 36.084%. The treatment capacity is considered an intangible asset with an indefinite life and is included in capital assets. Complete financial statements for the Authority may be obtained from the Authority's administrative office at 4424 LaPorte Avenue, Ft. Collins, Colorado 80521.

Debt Issuance Costs

Debt issuance costs, other than prepaid insurance costs, are recognized as an expense during the period of issuance. Prepaid insurance costs paid as part of debt issuance costs are reported as an asset and are amortized to interest expense over the life of the debt using the effective interest method.

Debt Related Deferrals

Premiums and discounts and losses on refunding are deferred and amortized to interest expense over the life of the debt using the effective interest method. The net premiums and discounts are presented as an adjustment to the face amount of the debt. Deferred losses on refunding are reflected as a deferred outflow of resources in the accompanying Statements of Net Position.

North Weld County Water District

Notes to Financial Statements

Accrued Compensated Absences Payable

Obligations associated with the District's vacation policy are recorded as a liability and expense when earned to the extent that such benefits vest to the employee. The amount of the accrued and unpaid balance due under this policy is considered a long-term liability.

The District has recorded a liability of \$130,588 and \$286,943 at December 31, 2021 and 2020, respectively.

Net Position

Net position is classified in the following categories:

Net Investment in Capital Assets - This category groups all capital assets into one component of net position. Accumulated depreciation of these assets and related debt balances reduce this category.

Restricted Net Position - This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restriction imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position - This category represents the net position of the District which is not restricted for any project or other purpose. A deficit will require future funding.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Revenue Recognition

Revenues are recognized when earned. Metered water accounts are read and billed monthly on 30 day cycles. There were no significant unbilled revenues at December 31, 2021 and 2020.

Operating Revenues and Expenses

The District distinguishes between operating revenues and expenses and non-operating items in the Statements of Revenues, Expenses and Changes in Net Position. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the District's purpose of providing water services to its customers. Operating revenues consist of charges to customers for services provided. Operating expenses include the cost of service, administrative expenses, and depreciation of assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses or capital contributions.

North Weld County Water District

Notes to Financial Statements

Capital Contributions

Contributions of cash, transmission lines and water rights to the District by developers, customers or by agreements with others are treated as capital contributions on the District's Statements of Revenues, Expenses and Changes in Net Position.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. Cash and Cash Equivalents

Custodial Credit Risk - Deposits

Colorado state statutes govern the entity's deposits of cash. For deposits in excess of federally insured limits, Colorado Revised Statutes require the depository institution to maintain collateral on deposit with an official custodian (as authorized by the State Banking Board). The Colorado Public Deposit Protection Act ("PDPA") requires state regulators to certify eligible depositories for public deposit. PDPA requires the eligible depositories with public deposits in excess of the amounts insured by the Federal Deposit Insurance Corporation ("FDIC") to create a single institutional collateral pool of obligations of the State of Colorado or local Colorado governments and obligations secured by first lien mortgages on real property located in the state. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the assets in the pool must be at least 102% of the uninsured deposits. At December 31, 2021 and 2020, the District had deposits with a financial institution with a carrying amount of \$1,558,722 and \$1,831,595, respectively. The bank balances with the financial institution were \$2,819,232 and \$2,000,330, respectively, of which \$250,000 was covered by federal depository insurance. The remaining balances of \$2,569,232 and \$1,750,330, respectively, were collateralized with securities held by the financial institutions' agents but not in the District's name ("PDPA").

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which special districts may invest which include:

- Certificates of deposit with an original maturity in excess of three months
- Certain obligations of the United States and U.S. Government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Banker's acceptance of certain banks
- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

North Weld County Water District

Notes to Financial Statements

Interest Rate Risk

The District does not have a formal written investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates; however, the District adheres to state statutes. Colorado Revised Statutes limit investment maturities to five years or less from the date of purchase.

Local Government Investment Pools

At December 31, 2021 and 2020, the District had invested \$21,166,152 and \$26,163,155, respectively, in the Colorado Local Government Liquid Asset Trust (the “Trust”), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commission administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. COLOTRUST PRIME invests only in U.S. Treasury and government agencies. COLOTRUST PLUS+ can invest in U.S. Treasury, government agencies, and in the highest-rate commercial paper. A designated custodial bank serves as custodian for the Trust’s portfolios pursuant to a custodian agreement. The custodian acts as a safekeeping agent for the Trust’s investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian’s internal records segregate investments owned by the Trust. The Trust is rated AAAm by Standard and Poor’s and is measured at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

The District had cash and cash equivalents balances, including restricted cash and cash equivalents as follows:

<i>December 31,</i>	<i>2021</i>	<i>2020</i>
Cash on hand	\$ 200	\$ 200
Cash on deposit with financial institution	1,558,722	1,831,951
Local government investment pool	21,166,152	26,163,155
Total cash and cash equivalents	\$ 22,725,074	\$ 27,995,306

Cash and cash equivalents balances are reflected on the Statements of Net Position as follows:

<i>December 31,</i>	<i>2021</i>	<i>2020</i>
Cash and cash equivalents	\$ 18,403,729	\$ 19,682,160
Restricted cash and cash equivalents	4,321,345	8,313,146
Total cash and cash equivalents	\$ 22,725,074	\$ 27,995,306

3. Restricted Assets

Amounts shown as restricted assets have been restricted by bond indentures to be used for specified purposes. As of December 31, 2021 and 2020, the District had cash of \$4,321,345 and \$8,313,146 restricted for operations and maintenance and unspent bond proceeds.

North Weld County Water District

Notes to Financial Statements

4. Capital Assets

The following is a summary of capital asset activity for the year ended December 31, 2021:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land, easements, and water rights	\$ 87,092,881	\$ 7,835,268	\$ -	\$ 94,928,149
SCWTA Treatment Capacity	18,130,412	4,719,198	-	22,849,610
Construction in progress	61,976	2,774,206	-	2,836,182
Total capital assets, not being depreciated	105,285,269	15,328,672	-	120,613,941
Capital assets, being depreciated:				
Transmission and distribution system	77,820,765	1,045,221	-	78,865,986
Facilities	1,644,153	-	-	1,644,153
Vehicles and field equipment	2,134,534	69,848	-	2,204,382
Other	78,221	-	-	78,221
Total capital assets, being depreciated	81,677,673	1,115,069	-	82,792,742
Less accumulated depreciation for:				
Transmission and distribution system	(26,030,632)	(1,607,157)	-	(27,637,789)
Facilities	(444,230)	(41,104)	-	(485,334)
Vehicles and field equipment	(1,477,187)	(169,434)	-	(1,646,621)
Other	(78,221)	-	-	(78,221)
Total accumulated depreciation	(28,030,270)	(1,817,695)	-	(29,847,965)
Total capital assets, being depreciated, net	53,647,403	(702,626)	-	52,944,777
Capital assets, net	\$ 158,932,672	\$ 14,626,046	-	\$ 173,558,718

North Weld County Water District

Notes to Financial Statements

The following is a summary of capital asset activity for the year ended December 31, 2020:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land, easements, and water rights	\$ 68,720,254	\$ 18,372,627	\$ -	\$ 87,092,881
SCWTA Treatment Capacity	10,531,957	7,598,455	-	18,130,412
Construction in progress	848,018	61,974	(848,016)	61,976
Total capital assets, not being depreciated	80,100,229	26,033,056	(848,016)	105,285,269
Capital assets, being depreciated:				
Transmission and distribution system	71,951,498	5,869,267	-	77,820,765
Facilities	1,644,153	-	-	1,644,153
Vehicles and field equipment	2,045,242	89,292	-	2,134,534
Other	78,221	-	-	78,221
Total capital assets, being depreciated	75,719,114	5,958,559	-	81,677,673
Less accumulated depreciation for:				
Transmission and distribution system	(24,576,216)	(1,454,416)	-	(26,030,632)
Facilities	(403,126)	(41,104)	-	(444,230)
Vehicles and field equipment	(1,302,010)	(175,177)	-	(1,477,187)
Other	(75,903)	(2,318)	-	(78,221)
Total accumulated depreciation	(26,357,255)	(1,673,015)	-	(28,030,270)
Total capital assets, being depreciated, net	49,361,859	4,285,544	-	53,647,403
Capital assets, net	\$ 129,462,088	\$ 30,318,600	\$ (848,016)	\$ 158,932,672

North Weld County Water District

Notes to Financial Statements

5. Long-Term Debt

A summary of the District's long-term debt as of December 31, 2021 and 2020, follows:

Source	2021	2020
2012 Revenue Refunding Bonds		
\$13,440,000 Refunding Revenue Bonds, Series 2012 due in yearly installments of \$1,230,000 through 2015 with additional increases up until the date of maturity of November 1, 2023; interest at 2.0% to 5.0%. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$20,848 and \$34,912 at December 31, 2021 and 2020, respectively.	3,090,000	4,560,000
2019 Revenue Bonds		
\$16,160,000 Water Enterprise Revenue Bonds, Series 2019 due in principal installments of \$460,000 in 2024 with additional increases up until the date of maturity in 2036; interest at 3.0% to 5.0%. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$93,452 and \$80,800 at December 31, 2021 and 2020.	16,160,000	16,160,000

North Weld County Water District

Notes to Financial Statements

2020 Refunding Revenue Bonds

\$3,850,000 Water Enterprise Revenue Refunding Loan, Series 2020 due in principal installments of \$400,000 in 2021 with additional increases up until the date of maturity in 2029; interest at 2.25%. The bonds were issued to refund the 2009 CWRPDA loan. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$14,963 and \$5,053 at December 31, 2021 and 2020, respectively.

	3,450,000	3,850,000
Totals	\$22,700,000	\$ 24,570,000

The annual requirements to amortize all debt outstanding as of December 31, 2021, are as follows:

Year Ending December 31,	Annual Maturities	Interest	Total Payment
2022	1,915,000	775,575	\$ 2,690,575
2023	1,985,000	765,975	2,750,975
2024	875,000	618,000	1,493,000
2025	905,000	585,663	1,490,663
2026	945,000	552,100	1,497,100
2027-2031	5,315,000	2,228,175	7,543,175
2032-2036	6,420,000	1,240,050	7,660,050
2037-2041	4,340,000	262,950	4,602,950
Totals	\$ 22,700,000	\$ 7,028,488	\$ 29,728,488

A summary of changes in debt for the year ended December 31, 2021 is as follows:

	Beginning Balance	Additions	Retirements	Ending Balance	Due Within One Year
2012 refunding revenue bonds	\$ 4,560,000	\$ -	\$ 1,470,000	\$ 3,090,000	\$ 1,515,000
2019 revenue bonds	16,160,000	-	-	16,160,000	-
2020 refunding revenue bonds	3,850,000	-	400,000	3,450,000	400,000
Compensated absences	286,943	101,106	257,461	130,588	-
Total	24,856,943	\$ 101,106	\$ 2,127,461	22,830,588	\$ 1,915,000
 Current portion of long-term debt				(1,915,000)	
Net bond premiums	1,142,278			991,212	
 Noncurrent portion of long-term debt				\$ 21,906,800	

North Weld County Water District

Notes to Financial Statements

A summary of changes in debt for the year ended December 31, 2020 is as follows:

	Beginning Balance	Additions	Retirements	Ending Balance	Due Within One Year
2009 CWRPDA	\$ 4,105,000	\$ -	\$ 4,105,000	\$ -	\$ -
2012 refunding revenue bonds	5,985,000	-	1,425,000	4,560,000	1,470,000
2019 revenue bonds	16,160,000	-	-	16,160,000	-
2020 refunding revenue bonds	-	3,850,000	-	3,850,000	400,000
Compensated absences	137,190	239,738	89,985	286,943	-
Total	26,387,190	\$ 4,089,738	\$ 5,619,985	24,856,943	\$ 1,870,000
Current portion of long-term debt	(1,765,000)			(1,870,000)	
Net bond premiums	1,308,945			1,142,278	
Noncurrent portion of long-term debt	\$ 25,931,135			\$ 24,129,221	

6. Rate Maintenance

The District's loan agreement with the CWRPDA requires the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) meet the operation and maintenance expenses of the system, (2) to comply with all covenants in the loan resolution, and (3) pay at least 100% of the debt service on all indebtedness or 110% of such debt service if connection fees are included as a source of repayment.

As shown below, the District is in compliance with this requirement of the CWRPDA loan agreement for the year ended December 31, 2021:

Operating revenues	\$ 16,860,844
System connections fees (limited to 15% of revenue)	2,529,127
Total revenues as defined in loan agreement	19,389,971
Operation and maintenance expense (excluding depreciation expense)	(8,920,138)
Net revenue as defined in loan resolution	\$ 10,469,833
2021 principal due	\$ 1,870,000
2021 interest due	129,263
Subtotal	1,999,263
	x 110%
Required revenue as defined in loan resolution	\$ 2,199,189

The District's 2019 Water Enterprise Revenue Bonds require the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) meet the operation and maintenance expenses of the system, (2) to comply with all covenants in the loan resolution, and (3) pay at least 110% of the debt service on all indebtedness.

North Weld County Water District

Notes to Financial Statements

As shown below, the District is in compliance with this requirement of the 2019 Water Enterprise Revenue Bonds for the year ended December 31, 2021:

Operating revenues	\$ 16,860,844
Operation and maintenance expense (excluding depreciation expense)	(8,920,138)
Net revenue as defined in loan resolution	\$ 7,940,706
2021 principal due	\$ 1,870,000
2021 interest due	129,263
Subtotal	1,999,263
	x 110%
Required revenue as defined in loan resolution	\$ 2,199,189

7. Reconciliation of Budget Based Accounting to GAAP Financial Statements

The District prepares its annual budget on a non-GAAP basis of accounting. Below is the reconciliation from the budget basis of accounting to GAAP basis:

<i>For the years ended December 31,</i>	2021	2020
Excess of non-GAAP revenues over expenditures (budgetary basis)	\$ (4,333,392)	\$ (15,489,354)
Adjustments required to reconcile:		
Non-GAAP revenues/expenditures:		
Bond principal	1,870,000	5,530,000
Debt proceeds	-	(3,850,000)
Capital asset acquisition	16,443,741	31,143,599
GAAP revenue/expense - adjustments:		
Depreciation expense	(1,817,695)	(1,673,015)
Change in net position GAAP basis	\$ 12,162,654	\$ 15,661,230

8. Risk Management

The District is a member of the Colorado Special District Property and Liability Pool ("CSDPLP"). The District has joined together with other special districts in the State of Colorado. This is a public entity risk pool currently operating as a common risk management and insurance program for members. The District pays annual contributions for its property and casualty insurance coverage. The intergovernmental agreement provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the pool will purchase excess insurance through commercial companies for members' claims in excess of specified self-insurance retention.

At December 31, 2020 (the most current audited financial statements) CSDPLP has total admitted assets of \$59,612,386, liabilities of \$37,710,994, and unassigned surplus of \$21,901,392. The liability amount includes no long-term debt. Total revenue for 2020 amounted to \$22,950,296, investment income of \$903,033 and total expenses were \$23,825,575 resulting in a net income of \$27,754. The amount of the District's share of these amounts is less than 1%.

North Weld County Water District

Notes to Financial Statements

9. Contingencies

The District is self-insured for property and liability insurance. As discussed in Note 8, the District is a member of the CSDPLP. CSDPLP has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CSDPLP has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs.

The ultimate liability to the District resulting from claims not covered by CSDPLP is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the District.

10. Deferred Compensation Pension Plan

During 1993 the District established an Internal Revenue Code Section 457 deferred compensation plan which also provides for contributions from the employee and the employer. The District makes matching contributions of up to 3.0% of an employee's eligible salary. During 2021 and 2020, the District's contributions to this plan totaled \$74,311 and \$64,698, respectively.

11. TABOR Compliance

In November 1992, Colorado voters passed an amendment (the "Amendment" or "TABOR") to the State Constitution (Article X, Section 20) which limits the revenue raising and spending abilities of state and local governments. The limits on property taxes, revenue, and fiscal year spending include allowable annual increases tied to inflation and local growth in construction valuation. Fiscal year spending, as defined by the Amendment, excludes spending from certain revenue and financing sources such as federal funds, gifts, property sales, fund transfers, damage awards, and fund reserves (balances). The Amendment requires voter approval for any increase in mill levy or tax rates, new taxes, or creation of multi-year debt. Revenue earned in excess of the spending limit must be refunded or approved to be retained by the District under specified voting requirements by the entire electorate.

The Amendment also requires local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by the Amendment, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending (excluding bonded debt service). The District is an enterprise fund and has no TABOR revenues and therefore has not set aside any monies for emergencies as defined by TABOR.

The District believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions will require judicial interpretation.

North Weld County Water District

Notes to Financial Statements

12. Subsequent Events

The District evaluated subsequent events through May XX, 2022, the date these financial statements were available to be issued. There were no other material subsequent events that required recognition or additional disclosure.

DRAFT

Supplementary Information

DRAFT

North Weld County Water District

Schedule of Revenues and Expenditures - Budget and Actual (Budgetary Basis)

For the Years Ended December 31,

2021

2020

	Budgeted Amounts		Actual Amounts Budget Basis	Variance with Final Budget Positive (Negative)	Actual Amounts Budget Basis			
	Original	Final						
Revenues								
Operating revenues:								
Metered sales	\$10,606,809	\$12,375,464	\$ 12,375,464	-	\$ 11,765,655			
Surcharges	2,428,647	1,949,876	1,949,876	-	574,180			
PI surcharge	2,110,159	2,170,234	2,170,234	-	965,510			
Adjustments	(19,102)	(31,804)	(31,804)	-	(26,965)			
Construction water	201,630	415,538	397,074	(18,464)	290,237			
Total operating revenues	15,328,143	16,879,308	16,860,844	(18,464)	13,568,617			
Non-operating revenue:								
Earnings on investments	131,180	3,988	2,997	(991)	143,264			
Water lease and rental	37,673	52,160	56,740	4,580	72,092			
Miscellaneous	106,252	27,309	28,297	988	51,021			
Total non-operating revenues	275,105	83,458	88,034	4,576	266,377			
Proceeds from issuance of debt								
	-	-	-		3,850,000			
Contributions:								
Tap fees	2,500,000	1,790,750	1,790,750	-	2,478,123			
Meter set fees	318,362	773,400	206,075	(567,325)	172,000			
Water rights	600,000	3,755,500	3,495,026	(260,474)	8,224,718			
Distance fees	169,793	359,400	359,400	-	926,730			
Line extension reimbursement	530,604	6,431	785,031	778,600	1,138,756			
Water storage	-	-	-	-	-			
Miscellaneous	205,773	300,324	5,000	(295,324)	-			
Total contributions	4,324,533	6,985,805	6,641,282	(49,199)	12,940,327			
Total revenues	19,927,780	23,948,571	23,590,160	(63,086)	30,625,321			
Expenditures								
Administrative:								
Personnel - Administrative	809,212	601,338	622,713	(21,375)	869,248			
Payroll Taxes	105,590	134,584	134,584	-	134,522			
Health Insurance	48,391	57,840	57,840	-	62,798			
Office Utilities	352,321	189,735	190,370	(635)	191,466			
Office Expense	192,716	248,831	248,832	(1)	240,736			
Professional Fees	197,370	571,705	571,070	635	561,934			
Miscellaneous	7,428	9,243	-	9,243	-			
Total administrative	1,713,028	1,813,277	1,825,409	(12,133)	2,060,704			

(Continued)

North Weld County Water District

Schedule of Revenues and Expenditures - Budget and Actual (Budgetary Basis)

For the Years Ended December 31,

2021

2020

	Budgeted Amounts		Actual Amounts Budget Basis	Variance with Final Budget Positive (Negative)	Actual Amounts Budget Basis
	Original	Final			
Distribution					
Water	3,812,322	3,073,153	3,038,683	34,470	2,486,270
Personnel operations	1,259,970	1,141,987	1,199,098	(57,111)	1,345,518
Operation and maintenance	683,419	1,632,455	1,632,456	(1)	1,309,889
Engineering	58,366	-	-	-	-
Electricity	175,630	210,192	210,192	-	185,597
Communications	2,122	1,846	3,146	(1,300)	20,814
Insurance	80,844	85,760	85,760	-	78,822
Miscellaneous	3,641	-	925,394	(925,394)	1,159,954
Total distribution	6,759,733	6,145,393	7,094,729	(949,335)	6,586,864
Debt service					
Interest expense	-	-	689,673	(689,673)	793,508
Principal paid	2,701,000	1,218,442	1,870,000	(651,558)	5,530,000
Total debt service	2,701,000	1,218,442	2,559,673	(1,341,231)	6,323,508
Capital improvements					
Soldier Canyon Filter Plant	1,851,984	4,677,663	4,719,198	(41,535)	7,598,455
Storage tanks	3,832,000	-	-	-	-
Pump stations	-	105,681	-	105,681	-
Equipment	25,700	69,848	69,848	-	89,292
System	6,875,298	4,395,183	1,045,221	3,349,962	5,021,251
Water rights, storage, infrastructure	12,210,000	7,442,937	7,734,957	(292,020)	18,272,316
Land and easements	180,000	81,347	100,311	(18,964)	100,311
Construction in progress	-	2,836,180	2,774,206	61,974	61,974
Total capital improvements	24,974,982	19,608,840	16,443,741	3,165,099	31,143,599
Total budgeted expenditures	36,148,744	28,785,952	27,923,552	862,400	46,114,675
Excess (deficiency) of budgeted revenues over budgeted expenditures	\$ (16,220,963)	\$ (4,837,381)	\$ (4,333,392)	\$ 799,314	\$ (15,489,354)

See accompanying Independent Auditor's Report.



Report to the Board of Directors

NORTH WELD COUNTY WATER DISTRICT

Audit Wrap Up:
Year Ended December 31, 2021

A photograph showing a row of modern office chairs lined up in front of a large window. The window looks out onto a bright, possibly outdoor area. The chairs are dark-colored with a curved backrest and a metal base. The overall lighting is bright, suggesting a daytime setting.

BDO
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Contents

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<u>INTERNAL CONTROL OVER FINANCIAL REPORTING</u>	9
<u>ADDITIONAL REQUIRED COMMUNICATIONS</u>	11

The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Board of Directors and Audit Committee) and, if appropriate, management of the District and is not intended and should not be used by anyone other than these specified parties.

Welcome

April 15, 2022

Board of Directors

North Weld County Water District

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. On January 27, 2022 we presented an overview of our plan for the audit of the financial statements of North Weld County Water District (the District) as of and for the year ended December 31, 2021, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the District's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the District and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

BDO USA, LLP

Executive Summary

Status of Our Audit

We have substantially completed our audit of the financial statements as of and for the year ended December 31, 2021. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- ▶ The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- ▶ The scope of the work performed was substantially the same as that described to you in our earlier Audit Planning communications.
- ▶ We expect to issue an unmodified opinion on the financial statements and release our report in May, 2022.
- ▶ Our responsibility for other information in documents containing the District's audited financial statements (e.g., management's discussion and analysis and budgetary comparisons) does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by the District and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- ▶ All records and information requested by BDO were freely available for our inspection.
- ▶ Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of District personnel throughout the course of our work.



Results of the Audit

ACCOUNTING PRACTICES, POLICIES, ESTIMATES

The following summarizes the more significant required communications related to our audit concerning the District's accounting practices, policies, and estimates:

The District's significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

Significant estimates are those that require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The District's significant accounting estimates, including a description of management's processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

- ▶ Management did not make any significant changes to the processes or significant assumptions used to develop the significant accounting estimates in 2021.

Results of the Audit

QUALITATIVE ASPECTS OF THE DISTRICT'S FINANCIAL REPORTING



QUALITATIVE ASPECTS
OF SIGNIFICANT
ACCOUNTING POLICIES
AND PRACTICES

OUR CONCLUSIONS
REGARDING
SIGNIFICANT
ACCOUNTING
ESTIMATES

SIGNIFICANT UNUSUAL
TRANSACTIONS

FINANCIAL STATEMENT
PRESENTATION AND
DISCLOSURES

NEW ACCOUNTING
PRONOUNCEMENTS

ALTERNATIVE
ACCOUNTING
TREATMENTS

Results of the Audit

CORRECTED AND UNCORRECTED MISSTATEMENTS

There were two corrected misstatements, other than those that were clearly trivial, related to accounts and/or disclosures that we brought to the attention of management.

There were no uncorrected misstatements, other than those that were clearly trivial, related to accounts and/or disclosures that we presented to management.

	JNL	DESCRIPTION	DEBIT	CREDIT
	ACCO...	ACCOUNT NAME	DEBIT	CREDIT
▼	1	Reclassify Current Portion of LT Debt	1,915,000.00	-1,915,000.00
	2221	2012 BONDS PAYABLE	1,515,000.00	0.00
	2224	2020 BOND PAYABLE	400,000.00	0.00
	2220	CURT PRT/ LONGTERM DEBT	0.00	-1,910,000.00
	2800	RETAINED EARNINGS	0.00	-5,000.00
		Total	1,915,000.00	-1,915,000.00
▼	2	Entry to correct interest expense and net position per review of the general ledger detail of the retained earnings account.	400,000.00	-400,000.00
	ACCO...	ACCOUNT NAME	DEBIT	CREDIT
	2800	RETAINED EARNINGS	400,000.00	0.00
	7292	TRANSFER TO ENTERPRISE	0.00	-400,000.00
		Total	400,000.00	-400,000.00



Internal Control Over Financial Reporting

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the District's internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis.

In conjunction with our audit of the financial statements, we noted no material weaknesses.

Additional Required Communications

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance as part of our Audit Planning communications.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risk of material misstatements, including fraud risks; or tips or complaints regarding the District's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
If applicable, nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of generally accepted accounting principles.
Significant findings and issues arising during the audit in connection with the District's related parties	We have evaluated whether the identified related party relationships and transactions have been appropriately identified, accounted for, and disclosed and whether the effects of the related party relationships and transactions, based on the audit evidence obtained, prevent the financial statements from achieving fair presentation.
Significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management	There were no significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the District's financial statements or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Matters that are difficult or contentious for which the auditor consulted outside the engagement team	There were no difficult or contentious matters that we consulted with others outside the engagement team that we reasonably determined to be relevant to those charged with governance regarding their oversight of the financial reporting process.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Other matters significant to the oversight of the District's financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the District's financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter.



Independence

Our engagement letter to you dated November 9th, 2021 describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the District with respect to independence as agreed to by the District. Please refer to that letter for further information.



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

Held: Monday, the 11th day of April, 2022, at 1:00 P.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

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

Also present were: Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Paul Weiss, Williams and Weiss Consulting; Darin Pytlik, Providence Infrastructure Consultants, District Engineers; Jason Simmons, Hilltop Securities; Richard Reins, Water Resources; Members of the Public via teleconference.

**ADMINISTRATIVE
MATTERS**

Call to Order

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

Declaration of Quorum and
Confirmation of Director
Qualifications

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

Reaffirmation of Disclosures
of Potential or Existing
Conflicts of Interest

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

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Stout, seconded by Mr. Buxman, the Board unanimously approved the agenda, as amended to move consideration Agenda Item 12 “Consider Engagement Letter for Financial Advisor Services with Hilltop Securities” before Agenda Item 4.

Consider Approval of Engagement Letter for Financial Advisor Services with Hilltop Securities

Mr. Reckentine presented an engagement letter with Hilltop Securities to provide financial advisor services to the District in connection with bond issuances. Mr. Simmons discussed the role of a financial advisor in any given financial transaction and discussed the services to be provided for an initial bond issuance to finance the NEWT III Pipeline project, and future bond issuances. Following discussion upon a motion of Mr. Stout, seconded by Mr. Cockcroft, the Board unanimously approved the engagement letter with Hilltop Securities.

CONSENT AGENDA MATTERS

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

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

- a. Minutes from March 14, 2022 Regular Meeting
- b. Acceptance of Unaudited March 2022 Financial Statements
- c. Approve Invoices through April 11, 2022
- d. Waiver Valuation Anderson Property Eaton Pipeline Project Phase 2 Easement
- e. Independent Contractor Agreement with Horrocks Engineers for On-Call Engineering Services

Consider Adoption of Resolution No. 20220411-01: Resolution Adopting a Commercial Drought Policy

Mr. Reckentine presented a Resolution Adopting a Commercial Drought Policy to the Board and discussed the proposed policy to limit commercial customers to their actual water allocations in the event of a drought. Mr. Cockcroft discussed concerns about the policy and a desire to allow commercial users to bring additional water to the District on a yearly basis, not just during a drought, but acknowledged that policy is a good start. Upon a motion of Mr. Cockcroft, seconded by Mr. Buxman, the Board unanimously adopted the Resolution.

Consider Adoption of Resolution No. 20220411-02: Resolution Adopting a Residential Drought Policy

Mr. Reckentine presented a Resolution Adopting a Residential Drought Policy to the Board and discussed the proposed policy to limit residential customers water used in the event of a drought. The policy allows for three stages of drought to be determined by the Board, with corresponding watering restrictions. Upon a motion of Mr. Cockcroft, seconded by Mr. Buxman, the Board unanimously adopted the resolution.

WATER TAP SALE MATTERS

Update Regarding Water
Taps

Mr. Reckentine updated the Board that 17 water taps were sold in March, and 67 of 75 authorized water water taps have been sold since February 2022.

Consider Adoption of
Resolution No. 2022041103:
Resolution Establishing an
Amended Tap Sale Criteria
Policy

Mr. Reckentine presented a Resolution Establishing an Amended Tap Sale Criteria Policy which provides that the District may sell water taps already committed under water service agreements, or where water has been dedicated already, without a monthly limitation on the number of water taps sold. Following discussion, upon a motion of Mr. Cockcroft, seconded by Mr. Cook, the Board unanimously adopted the Resolution.

Consider Approval of
Second Amendment to
Amended and Restated
Water Service Agreement
with Town of Severance

Mr. Reckentine the Second Amendment to Amended and Restated Water Service with the Town of Severance with provides for the sale of 100 additional plant investments to the Town, and requires negotiation of a new water service agreement between the District and the Town. Following discussion, upon a motion of Mr. Cook, seconded by Mr. Cockcroft, the Board approved the Agreement with Directors Stille, Cook and Cockcroft voting yes, and Director Buxman voting no. Director Stout abstained from discussion and voting.

Consider Approval of
Variance Request from Wolf
Creek Dairy

Mr. Reckentine presented a request to the Board from the Wolf Creek Dairy for a variance to allow for the purchase of an additional plant investment. Mr. Reckentine discussed the request with the Board and recommended a denial. Following discussion, upon a motion of Mr. Stout, seconded by Mr. Buxman, the Board denied the variance request.

Consider Approval of a
Compound Tap Policy
Variance

Woodman

Mr. Reckentine presented the Woodman request for a variance to the Compound Tap Policy. Following discussion, upon a motion of Mr. Buxman, seconded by Mr. Stout, the Board denied the variance request.

Heldt

Mr. Reckentine presented the Heldt request for a variance to the Compound Tap Policy. Following discussion, upon a motion of Mr. Stout, seconded by Mr. Buxman, the Board denied the variance request.

Consider Adoption of Resolution No. 20220411-04: Second Amendment to Amended and Restated Resolution Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities

Consider Approval of Amendment to Knox Pit Purchase and Sale Agreement

EXECUTIVE SESSION

May 2022 Director Election Update

Consider Approval of On-Site Ballot Drop Box on Election Day

Potable Water Infrastructure Project Select Energy and Platte Land and Water for Northwest Weld County

Mr. Reckentine presented the Second Amendment to Amended and Restated Resolution Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities. The purpose of the amendment is to adjust the allocation surcharge from \$2.00 to \$6.00, based on the Williams and Weiss study on the cost of raw water. Following discussion, upon a motion of Mr. Cockcroft, seconded by Mr. Cook, the Board unanimously adopted the Resolution.

Mr. Reckentine presented the Board with an amendment to the Knox Pit Purchase and Sale Agreement. Mr. Reckentine reported that issues with due diligence have been met. The amendment seeks a second extension until October 2022 to finalize liner revisions. Following discussion, upon a motion of Mr. Cockcroft, seconded by Mr. Buxman, the Board unanimously approved the amendment.

Not needed.

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

Mr. White discussed with the Board the option to provide an onsite ballot drop box the day of the election. The Board discussed challenges with onsite ballot drop boxes in the past. Following discussion, upon a motion of Mr. Cockcroft, seconded by Mr. Stout, the Board unanimously determined not to provide an onsite ballot drop box.

Mr. Reckentine reported to the Board. No action was taken.

DISTRICT MANAGER'S REPORT

Mr. Reckentine reported the following to the Board:

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

PUBLIC COMMENT

None.

OTHER BUSINESS

None.

ADJOURNMENT

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

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

Secretary for the District

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
April 30, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$ 5,229,212.49
1015 - COLO TRUST - GENERAL	18,290,779.99
1017 - COLO TRUST- RRR	265,563.25
1019 - COLO TRUST - 2019 BOND	2,616,258.96
1030 - CASH DRAWER	200.00
1035 - CONTRA CASH RESERVE	(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)	1,705,883.00
1100 - AR WATER (DRIP)	1,698,846.76
1105 - AR CONSTRUCTION METERS	69,219.92
1116 - ACCOUNTS RECEIVABLE	152,306.51
1230 - PREPAID INSURANCE	73,349.33
1300 - INVENTORY	1,541,365.45

Total Current Assets 29,937,102.66

Property and Equipment

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

Total Property and Equipment 150,709,109.51

Other Assets

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

Total Other Assets 23,060,786.70

Total Assets \$ 203,706,998.87

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$ 107,543.07
2216 - CONST MTR DEPOSITS	105,700.00
2230 - ACCRUED WAGES	61,575.66

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
April 30, 2022

2231 - ACCRUED COMP ABSENCES	130,587.76
2232 - ACCRUED INTEREST	<u>129,262.50</u>
 Total Current Liabilities	 534,668.99
 Long-Term Liabilities	
2220 - CURT PRT/ LONGTERM DEBT	5,000.00
2221 - 2012 BONDS PAYABLE	3,090,000.00
2222 - 2019 Bond Payable	16,160,000.00
2223 - Bond Premium '19	851,447.00
2224 - 2020 BOND PAYABLE	3,450,000.00
2228 - NET PREM/DISCT '12 BOND	73,293.00
2229 - PREMIUM ON 2009A LOAN	<u>66,472.00</u>
 Total Long-Term Liabilities	23,696,212.00
 Total Liabilities	24,230,880.99
 Capital	
2800 - RETAINED EARNINGS	174,683,499.39
Net Income	<u>4,792,618.49</u>
 Total Capital	179,476,117.88
 Total Liabilities & Capital	\$ 203,706,998.87

**NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2022**

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 895,621.22	\$ 3,375,230.10	\$ 11,484,447.00	8,109,216.90	29.39
3111 - WATER ALLOC SURCHARGE	498,654.00	910,292.00	2,625,016.00	1,714,724.00	34.68
3112 - PLANT INVEST SURCHARGE	305,939.35	826,750.20	2,132,826.00	1,306,075.80	38.76
3113 - ADJUSTMENTS	(380.64)	(8,255.57)	(20,000.00)	(11,744.43)	41.28
3140 - CONST METER USAGE	23,040.95	121,129.20	205,000.00	83,870.80	59.09
3141 - CONSTR METER RENTAL	1,050.00	3,455.00	5,500.00	2,045.00	62.82
3142 - CONSTRUCT METER REPAIR	0.00	7,649.30	550.00	(7,099.30)	1,390.78
OPERATING	1,723,924.88	5,236,250.23	16,433,339.00	11,197,088.77	31.86
3210 INTEREST-COTRUST-GENERAL	3,483.33	6,449.87	130,384.00	123,934.13	4.95
3220 - PORT PARTONAGE AGFINITY	0.00	16.88	812.00	795.12	2.08
NON OPERATING	3,483.33	6,466.75	131,196.00	124,729.25	4.93
3310 - TAP (PI) FEES	132,375.00	727,025.00	1,000,000.00	272,975.00	72.70
3311 - DISTANCE FEES	18,450.00	98,550.00	173,189.00	74,639.00	56.90
3312 - WATER (ALLOCATION) FEE	362,500.00	1,653,000.00	300,000.00	(1,353,000.00)	551.00
3314 - INSTALLATION FEES	41,050.00	620,607.45	324,730.00	(295,877.45)	191.11
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	750.00	(48,000.00)	150,000.00	198,000.00	(32.00)
3320 - NON-POTABLE TAP FEE	15,000.00	79,000.00	48,709.00	(30,291.00)	162.19
3321 - NON-POTABLE INSTALL	5,550.00	48,827.00	21,649.00	(27,178.00)	225.54
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,706.00	2,706.00	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
NEW SERVICE	575,675.00	3,179,009.45	2,157,792.00	(1,021,217.45)	147.33
3410 - WATER RENTAL	0.00	0.00	17,850.00	17,850.00	0.00
3415 - WSSC RETURN FLOW RENTAL	0.00	1,574.00	0.00	(1,574.00)	0.00
AG WATER	0.00	1,574.00	17,850.00	16,276.00	8.82
3500 - MISCELLANEOUS	0.00	6,528.91	0.00	(6,528.91)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	1,075.00	4,150.00	5,412.00	1,262.00	76.68
3530 - RISE TOWER RENT	300.00	1,200.00	7,902.00	6,702.00	15.19
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	1,375.00	11,878.91	34,963.00	23,084.09	33.98
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
FARM INCOME	0.00	0.00	73,414.00	73,414.00	0.00
3700 - BOND PROCEEDS	0.00	0.00	38,000,000.00	38,000,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

**NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2022**

DEBT PROCEEDS	CURRENT MONTH 0.00	YTD 0.00	BUDGET (38,000,000.00)	+ OR - BUDGET (38,000,000.00)	% BUDGET 0.00
TOTAL REVENUES	2,304,458.21	8,435,179.34	56,848,554.00	48,413,374.66	14.84
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	601,461.87	2,536,484.52	1,935,022.65	23.71
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	7,650.15	456,145.47	1,443,962.24	987,816.77	31.59
4160 - RULE 11 FEES	0.00	0.00	63,765.00	63,765.00	0.00
4170 - WATER QUALITY - TESTING	487.00	3,093.00	6,072.44	2,979.44	50.94
WATER	(8,137.15)	(1,060,700.34)	(4,145,254.63)	(3,084,554.29)	25.59
4210 - SALARIES, FIELD	94,099.89	353,535.42	1,056,784.98	703,249.56	33.45
4220 - SALARIES, ENGINEERING	8,464.10	32,901.13	225,284.46	192,383.33	14.60
4240 - INSURANCE HEALTH	19,048.93	75,711.70	188,752.00	113,040.30	40.11
4250 - RETIREMENT	6,084.90	24,322.53	82,256.14	57,933.61	29.57
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	0.00	1,229.35	6,500.00	5,270.65	18.91
4280 - MISCELLANEOUS	0.00	0.00	1,103.81	1,103.81	0.00
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(127,697.82)	(487,700.13)	(1,571,940.29)	(1,084,240.16)	31.03
4410 - FIELD	1,429.52	15,621.22	0.00	(15,621.22)	0.00
4411 - UNCC LOCATES	1,201.20	4,709.90	15,197.35	10,487.45	30.99
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	5,431.62	0.00	(5,431.62)	0.00
4415 - WATER LINES (REPAIRS)	30,109.30	90,427.93	50,000.00	(40,427.93)	180.86
4416 - APPURTENANCE(REPAIR)	0.00	4,193.45	0.00	(4,193.45)	0.00
4417 - METER SETTING	(16,055.00)	7,495.44	108,243.00	100,747.56	6.92
4418 - MASTER METERS	0.00	2,713.50	159,181.20	156,467.70	1.70
4419 - SERVICE WORK	2,883.35	38,138.16	0.00	(38,138.16)	0.00
4420 - STORAGE TANKS (O & M)	33,493.00	64,838.86	22,500.00	(42,338.86)	288.17
4430 - PUMP STATIONS (O & M)	30,465.62	43,068.77	10,612.08	(32,456.69)	405.85
4435 - CHLORINE STATION	360.90	4,743.26	5,306.04	562.78	89.39
4440 - EQUIPMENT	23,472.07	44,326.99	42,335.83	(1,991.16)	104.70
4445 - SCADA EQUIPMENT	0.00	3,698.40	5,412.16	1,713.76	68.34
4446 - LOCATING EQUIPMENT	0.00	998.01	5,412.16	4,414.15	18.44
4447 - GPS EQUIPMENT	0.00	65.19	25,978.37	25,913.18	0.25
4450 - SHOP/YARD	79.05	6,289.83	27,060.80	20,770.97	23.24
4460 - VEHICLES	4,280.24	42,762.07	100,000.00	57,237.93	42.76
4470 - SAFETY	390.00	5,214.36	65,000.00	59,785.64	8.02
4480 - CONTROL VAULTS	0.00	9.58	28,652.62	28,643.04	0.03
4490 - MAPPING EXPENSE	1,708.75	2,936.25	39,184.04	36,247.79	7.49
OPERATION & MAINTENANCE	(113,818.00)	(387,682.79)	(718,367.93)	(330,685.14)	53.97

FOR MANAGEMENT PURPOSES ONLY

**NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2022**

	CURRENT MONTH 0.00	YTD 0.00	BUDGET 250,000.00	+ OR - BUDGET 250,000.00	% BUDGET 0.00
4500 - ENGINEERING					
ENGINEERING	0.00	0.00	(250,000.00)	(250,000.00)	0.00
4600 - ELECTRICITY	13,639.49	42,862.57	0.00	(42,862.57)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	3,057.62	9,188.73	170,000.00	160,811.27	5.41
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
ELECTRICITY	(16,697.11)	(52,051.30)	(313,000.00)	(260,948.70)	16.63
4700 - COMMUNICATIONS	125.24	375.62	50,000.00	49,624.38	0.75
COMMUNICATIONS	(125.24)	(375.62)	(50,000.00)	(49,624.38)	0.75
4810 - GENERAL	4,178.42	16,400.67	40,738.42	24,337.75	40.26
4820 - AUTO	1,374.75	5,499.00	7,347.55	1,848.55	74.84
4830 - WORKER'S COMP	3,615.50	21,203.00	34,374.80	13,171.80	61.68
INSURANCE	(9,168.67)	(43,102.67)	(82,460.77)	(39,358.10)	52.27
4930 - BAD DEBT EXPENSE	0.00	0.00	3,714.23	3,714.23	0.00
MISCELLANEOUS	0.00	0.00	(3,714.23)	(3,714.23)	0.00
TOTAL OPERATING EXPENSES	275,643.99	2,031,612.85	7,134,737.85	5,103,125.00	28.47
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	44,074.60	167,837.25	511,192.34	343,355.09	32.83
SALARIES	44,074.60	167,837.25	511,192.34	343,355.09	32.83
5210 - FICA	9,914.74	41,549.60	102,831.06	61,281.46	40.41
5220 - UNEMPLOYMENT	234.63	1,517.71	4,870.94	3,353.23	31.16
PAYROLL TAXES	10,149.37	43,067.31	107,702.00	64,634.69	39.99
5310 - ADMIN HEALTH INSURANCE	4,966.65	20,548.86	49,358.91	28,810.05	41.63
HEALTH INSURANCE	4,966.65	20,548.86	49,358.91	28,810.05	41.63
5400 - OFFICE UTILITIES	245.90	1,187.04	0.00	(1,187.04)	0.00
5401 - ELECTRICITY	755.55	2,092.24	27,060.80	24,968.56	7.73
5402 - PROPANE	1,186.50	8,143.86	0.00	(8,143.86)	0.00
5403 - TELEPHONE	1,951.18	7,804.72	21,648.64	13,843.92	36.05
5404 - CELL PHONE SERVICE	0.00	4,605.14	0.00	(4,605.14)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	27.76	2,706.08	2,678.32	1.03
5406 - OFFICE CLEANING SERVICE	1,700.00	6,120.00	0.00	(6,120.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	300.41	0.00	(300.41)	0.00

FOR MANAGEMENT PURPOSES ONLY

**NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2022**

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5412 - PRINTERS	158.42	1,957.06	0.00	(1,957.06)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,003.96	20,060.92	64,945.93	44,885.01	30.89
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	175.50	5,412.16	5,236.66	3.24
5444 - LICENSES (ANNUAL)	12,012.00	13,244.55	27,060.80	13,816.25	48.94
5445 - SENSUS METER SUPPORT	0.00	0.00	2,164.86	2,164.86	0.00
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
OFFICE UTILITIES	23,013.51	65,719.20	359,367.46	293,648.26	18.29
5510 - OFFICE EXPENSES	11,994.16	51,366.31	171,673.74	120,307.43	29.92
5520 - POSTAGE	0.00	435.98	3,247.30	2,811.32	13.43
5530 - BANK / CREDIT CARD FEES	3,388.09	12,603.89	5,412.16	(7,191.73)	232.88
5540 - BUILDING MAINTENANCE	0.00	2,596.59	1,082.43	(1,514.16)	239.89
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	1,322.50	3,247.30	1,924.80	40.73
5590 - TRAINING	0.00	0.00	8,659.46	8,659.46	0.00
OFFICE EXPENSE	15,382.25	68,325.27	196,569.69	128,244.42	34.76
5610 - LEGAL	12,750.50	130,318.24	350,000.00	219,681.76	37.23
5620 - ACCOUNTING	0.00	4,475.00	26,010.00	21,535.00	17.20
5625 - EASEMENT FEES	0.00	514.00	0.00	(514.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	2,401.50	34,630.43	200,000.00	165,369.57	17.32
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5680 - LAND ACQUISITION	11,497.29	31,861.18	0.00	(31,861.18)	0.00
PROFESSIONAL FEES	26,649.29	204,266.11	584,853.40	380,587.29	34.93
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	0.00	64,171.65	0.00	(64,171.65)	0.00
MISCELLANEOUS	0.00	64,171.65	7,577.03	(56,594.62)	846.92
TOTAL ADMINISTRATIVE EXPENSE	124,235.67	633,935.65	1,816,620.83	1,182,685.18	34.90
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

**NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2022**

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6410 - VEHICLES	0.00	0.00	6,410.00	6,410.00	0.00
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	86,673.55	90,000.00	3,326.45	96.30
EQUIPMENT	0.00	86,673.55	109,260.00	22,586.45	79.33
6505 - ENGINEERING	0.00	350,029.03	0.00	(350,029.03)	0.00
6510 - WATER LINES	0.00	0.00	13,550,000.00	13,550,000.00	0.00
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
6547 - GPS EQUIPMENT	1,650.00	1,650.00	0.00	(1,650.00)	0.00
SYSTEM	1,650.00	356,618.62	14,426,440.00	14,069,821.38	2.47
6610 - WATER RESOURCE MANAGER	0.00	2,262.29	0.00	(2,262.29)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	13,901.25	39,628.34	600,000.00	560,371.66	6.60
6640 - STORAGE	3,582.75	36,497.69	0.00	(36,497.69)	0.00
WATER RIGHTS	17,484.00	78,388.32	6,000,000.00	5,921,611.68	1.31
6710 - EASEMENTS	8,162.86	14,122.86	75,000.00	60,877.14	18.83
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	21,130.25	53,421.50	5,000.00	(48,421.50)	1,068.43
LAND/EASEMENTS	29,293.11	67,544.36	180,000.00	112,455.64	37.52
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	48,427.11	589,224.85	26,615,700.00	26,026,475.15	2.21
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	69,675.00	69,675.00	1,530,000.00	1,460,325.00	4.55
7292 - TRANSFER TO ENTERPRISE	38,812.50	38,812.50	0.00	(38,812.50)	0.00
7295 - 2019 BOND - NORT51WERB	279,300.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
 INCOME STATEMENT
 DETAIL
 FOR THE FOUR MONTHS ENDING APRIL 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
PRINCIPLE	387,787.50	387,787.50	3,238,288.00	2,850,500.50	11.98
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	(387,787.50)	(387,787.50)	(3,238,288.00)	(2,850,500.50)	11.98
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,304,458.21	8,435,179.34	56,848,554.00	48,413,374.66	14.84
TOTAL EXPENSES	836,094.27	3,642,560.85	38,805,346.68	35,162,785.83	9.39
PROFIT/LOSS	1,468,363.94	4,792,618.49	18,043,207.32	13,250,588.83	26.56

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT**Account Reconciliation****As of Apr 30, 2022****1014 - 1014 - BANK OF COLORADO****Bank Statement Date: April 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		4,690,883.89
Add: Cash Receipts		672,745.73
Less: Cash Disbursements		(739,865.43)
Add (Less) Other		<u>605,448.30</u>
Ending GL Balance		<u>5,229,212.49</u>
Ending Bank Balance		5,460,136.03
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Sep 9, 2021	15687	(29.74)
Sep 9, 2021	15689	(23.28)
Sep 9, 2021	15694	(97.05)
Oct 20, 2021	15819	(1,100.00)
Oct 22, 2021	15848	(215.12)
Oct 22, 2021	15851	(19.24)
Nov 30, 2021	15955	(25.00)
Dec 15, 2021	16008	(85.00)
Dec 15, 2021	16012	(12.72)
Dec 15, 2021	16020	(271.26)
Dec 30, 2021	16056	(31.04)
Feb 2, 2022	16157	(60.00)
Feb 2, 2022	16162	(23.28)
Feb 3, 2022	16164	(15.66)
Feb 3, 2022	16171	(1,006.15)
Mar 23, 2022	16321	(23.28)
Mar 23, 2022	16324	(36.75)
Mar 23, 2022	16327	(21.66)
Mar 23, 2022	16341	(43,771.88)
Apr 8, 2022	16375	(3,483.06)
Apr 8, 2022	16376	(11,000.00)
Apr 8, 2022	16379	(58,091.43)
Apr 11, 2022	16382	(300.15)
Apr 11, 2022	16387	(340.16)
Apr 19, 2022	16398	(33.05)
Apr 19, 2022	16400	(9,149.59)
Apr 19, 2022	16401	(125.24)
Apr 21, 2022	16402	(390.00)
Apr 21, 2022	16404	(1,145.98)
Apr 21, 2022	16408	(7,350.00)
Apr 21, 2022	16409	(31,143.00)
Apr 21, 2022	16411	(3,875.00)
Apr 21, 2022	16412	(26.00)
Apr 21, 2022	16413	(16,150.00)
Apr 21, 2022	16414	(1,781.50)
Apr 21, 2022	16415	(11,877.50)
Apr 21, 2022	16417	(12,012.00)
Apr 21, 2022	16418	(1,102.24)
Apr 22, 2022	16420	(224.40)
Apr 22, 2022	16422	(32.80)
Apr 22, 2022	16423	(49.80)
Apr 22, 2022	16425	(3,582.75)
Apr 26, 2022	16427	(39.37)
Apr 26, 2022	16428	(390.00)
Apr 26, 2022	16429	(58.20)
Apr 26, 2022	16430	(117.04)
Apr 26, 2022	16431	(25.00)
Apr 26, 2022	16432	(49.47)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2022
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: April 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Apr 26, 2022	16433	(24.90)
Apr 26, 2022	16434	(64.90)
Apr 29, 2022	16435	(248.95)
Apr 29, 2022	16436	(1,951.18)
Apr 29, 2022	16437	(50.00)
Apr 29, 2022	16438	(1,186.50)
Apr 29, 2022	16439	(8,162.86)
Apr 29, 2022	16440	(3,354.65)
Apr 29, 2022	16441	(360.90)
Apr 29, 2022	16442	(1,650.00)
Apr 29, 2022	16443	(387.00)
		<hr/>
Total outstanding checks		(238,254.68)
Add (Less) Other		
Apr 28, 2022	CC0428	3,435.82
Apr 29, 2022	CC0429	1,406.81
Apr 30, 2022	CC0430	1,121.30
Apr 28, 2022	CCIH0420	379.45
Apr 29, 2022	CCIH0421	669.83
Apr 29, 2022	DP0410	24.90
Apr 29, 2022	MARS0420	293.03
		<hr/>
Total other		7,331.14
Unreconciled difference		0.00
Ending GL Balance		<hr/> <u>5,229,212.49</u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2022
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: April 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	18,287,727.08
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	3,052.91
Ending GL Balance	18,290,779.99
Ending Bank Balance	18,290,779.99
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	18,290,779.99

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2022
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: April 30, 2022

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,615,828.54
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	430.42
Ending GL Balance	2,616,258.96
Ending Bank Balance	2,616,258.96
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,616,258.96

NWCWD - Water Enterprise
Balance Sheet
April 30, 2022

ASSETS

Current Assets		
1010 - BOC - Checking	\$ 100.00	
Total Current Assets		100.00
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets	\$ 100.00	

LIABILITIES AND CAPITAL

Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		0.00
Capital		
3000 - Fund Balance	\$ 100.00	
Net Income	0.00	
Total Capital		100.00
Total Liabilities & Capital	\$ 100.00	

**NWCWD - Water Enterprise
Account Reconciliation
As of Apr 30, 2022
1010 - 1010 - BOC - Checking
Bank Statement Date: April 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	100.00
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	
Ending GL Balance	100.00
Ending Bank Balance	100.00
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	100.00

**NWCWD - Water Enterprise
Income Statement
For the Four Months Ending April 30, 2022**

	Current Month		Year to Date	
Revenues				
4000 - Debt Proceeds	\$ 0.00	0.00	\$ 0.00	0.00
4500 - Transfer from GF	<u>38,812.50</u>	<u>100.00</u>	<u>38,812.50</u>	<u>100.00</u>
Total Revenues	<u>38,812.50</u>	<u>100.00</u>	<u>38,812.50</u>	<u>100.00</u>
 Cost of Sales				
 Total Cost of Sales	 0.00	 0.00	 0.00	 0.00
 Gross Profit	 <u>38,812.50</u>	 <u>100.00</u>	 <u>38,812.50</u>	 <u>100.00</u>
 Expenses				
7000 - Cost of Issuance	0.00	0.00	0.00	0.00
7240 - 2020 Bonds	<u>38,812.50</u>	<u>100.00</u>	<u>38,812.50</u>	<u>100.00</u>
7250 - Plant Expansion	0.00	0.00	0.00	0.00
7280 - 2009A Bonds	0.00	0.00	0.00	0.00
7290 - 2012 Bonds	0.00	0.00	0.00	0.00
 Total Expenses	 <u>38,812.50</u>	 <u>100.00</u>	 <u>38,812.50</u>	 <u>100.00</u>
 Net Income	 <u>\$ 0.00</u>	 <u>0.00</u>	 <u>\$ 0.00</u>	 <u>0.00</u>

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
4/1/22	1014 1100	CC0401	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,339.17	2,339.17
4/1/22	1014 1100	CCIH0401	A/R Credit Card Payment Metered Sales - Credit Card Paymen	536.41	536.41
4/1/22	1014 1100	CF0401	Direct Deposit - Checkfree Metered Sales - Checkfree	779.41	779.41
4/1/22	1014 1100	DP0401	Direct Deposit - NGL Water Solution Metered Sales - NGL Water Solution	24.90	24.90
4/1/22	1014 1100	LB0401	Deposit - Checks Metered Sales - Checks	17,536.10	17,536.10
4/1/22	1014 1100	MARS0401	Direct Deposit - MARS Metered Sales - MARS	1,214.95	1,214.95
4/2/22	1014 1100	CC0402	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,376.78	1,376.78
4/2/22	5530 5530 1014	GE0401	Bill Pay - On-Line Bill Pay - On-Line Bill Pay - On-Line	5.00 4.50 9.50	
4/3/22	1014 1100	CC0403	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,674.64	1,674.64
4/4/22	1014 1100	CC0404	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,603.12	2,603.12
4/4/22	1014 1100	CCIH0402	A/R Credit Card Payment Metered Sales - Credit Card Paymen	798.24	798.24
4/4/22	1014 1100	CF0402	Direct Deposit - Checkfree Metered Sales - Checkfree	453.20	453.20
4/4/22	1014 1100	DP0402	Direct Deposit - WAPA Metered Sales - WAPA	24.90	24.90
4/4/22	1014 3530	GE0402	Rise Tower Rent NCO-WET Rise Tower Rent NCO-WET	300.00	300.00
4/4/22	3113 1014	GE0406	Returned Check - Premise 5157001 Returned Check - Premise 5157001	32.80	32.80
4/4/22	1014 1100	LB0402	Deposit - Checks Metered Sales - Checks	159,619.15	159,619.15
4/4/22	1014 1100	MARS0402	Direct Deposit - MARS Metered Sales - MARS	1,302.53	1,302.53
4/5/22	1014 1100	0405-01	Deposit - Checks Metered Sales - Checks	1,528.40	1,528.40
4/5/22	1014 1100	CC0405	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,900.37	1,900.37
4/5/22	1014 1100	CCIH0403	A/R Credit Card Payment Metered Sales - Credit Card Paymen	376.45	376.45
4/5/22	1014 1100	CF0403	Direct Deposit - Checkfree Metered Sales - Checkfree	1,255.54	1,255.54

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
4/5/22	5530	GE0403	EMPS Interchng (6880)	473.43	
	5530		EMPS Service Charges (6880)	999.62	
	5530		EMPS Fees (6880)	52.68	
	1014		EMP Interchng (6880)		473.43
	1014		EMP Service Charges (6880)		999.62
	1014		EMP Fee (6880)		52.68
4/5/22	5530	GE0404	EMPS Fee (9881)	1,852.86	
	1014		EMPS Fee (9881)		1,852.86
4/5/22	5110	GE0407	Bonus - District Gift Cards	5,250.00	
	4210		Bonus - District Gift Cards	11,250.00	
	5510		Credit Card Fees	66.00	
	1014		Bonus - District Gift Cards		16,566.00
4/5/22	1014	LB0403	Deposit - Checks	20,006.58	
	1100		Metered Sales - Checks		20,006.58
4/5/22	1014	MARS0403	Direct Deposit - MARS	1,582.84	
	1100		Metered Sales - MARS		1,582.84
4/6/22	1014	CC0406	A/R Credit Card Payment	1,343.50	
	1100		Metered Sales - Credit Card Paymen		1,343.50
4/6/22	1014	CCIH0404	A/R Credit Card Payment	483.48	
	1100		Metered Sales - Credit Card Paymen		483.48
4/6/22	1014	CF0404	Direct Deposit - Checkfree	1,068.77	
	1100		Metered Sales - Checkfree		1,068.77
4/6/22	2263	GE0405	HSA Transfer	1,773.73	
	1014		HSA Transfer		1,773.73
4/6/22	1014	LB0404	Deposit - Checks	728.35	
	1100		Metered Sales - Checks		728.35
4/6/22	1014	MARS0404	Direct Deposit - MARS	1,315.85	
	1100		Metered Sales - MARS		1,315.85
4/7/22	1014	0407-01	Deposit - Checks	907.13	
	1100		Metered Sales - Checks		907.13
4/7/22	1014	CC0407	A/R Credit Card Payment	1,587.73	
	1100		Metered Sales - Credit Card Paymen		1,587.73
4/7/22	1014	CCIH0405	A/R Credit Card Payment	387.88	
	1100		Metered Sales - Credit Card Paymen		387.88
4/7/22	1014	CF0405	Direct Deposit - Checkfree	277.35	
	1100		Metered Sales - Checkfree		277.35
4/7/22	1014	DP0403	Direct Deposit - Town of Timnath	49.80	
	1100		Metered Sales - Town of Timnath		49.80
4/7/22	1014	DP0404	Direct Deposit - KUHN	24.90	
	1100		Metered Sales - KUHN		24.90
4/7/22	1014	LB0405	Deposit - Checks	19,116.40	
	1100		Metered Sales - Checks		19,116.40
4/7/22	1014	MARS0405	Direct Deposit - MARS	859.41	
	1100		Metered Sales - MARS		859.41
4/8/22	1014	CC0408	A/R Credit Card Payment	1,428.22	
	1100		Metered Sales - Credit Card Paymen		1,428.22

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
4/8/22	1014 1100	CCIH0406	A/R Credit Card Payment Metered Sales - Credit Card Paymen	394.50	394.50
4/8/22	1014 1100	CF0406	Direct Deposit - Checkfree Metered Sales - Checkfree	863.88	863.88
4/8/22	5510 1014	GE0408	Paychex Fee Paychex Fee	325.27	325.27
4/8/22	4210 4220 5110 5210 2257 2258 2261 2263 1014 1014	GE0409	Field Salaries Engineering Salaries Office Salaries FICA 457 - Employee Investment Supplemental Insurance Health Insurance HSA - Employee Bank of Colorado Bank of Colorado	42,037.69 4,343.92 19,329.23 5,020.04 4,320.59 124.48 4,277.29 325.00 44,548.40 17,135.12	
4/8/22	1014 1100	LB0406	Deposit - Checks Metered Sales - Checks	29,948.15	29,948.15
4/8/22	1014 1100	MARS0406	Direct Deposit - MARS Metered Sales - MARS	842.11	842.11
4/9/22	1014 1100	CC0409	A/R Credit Card Payment Metered Sales - Credit Card Paymen	862.26	862.26
4/10/22	1014 1100	CC0410	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,348.83	3,348.83
4/11/22	1014 1100	0411-01	Deposit - Checks Metered Sales - Checks	92,316.95	92,316.95
4/11/22	1014 1100	CC0411	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,461.43	3,461.43
4/11/22	1014 1100	CCIH0407	A/R Credit Card Payment Metered Sales - Credit Card Paymen	539.45	539.45
4/11/22	1014 1100	CF0407	Direct Deposit - Checkfree Metered Sales - Checkfree	406.10	406.10
4/11/22	1014 1100	GE0410	Metered Sales - Acct 2417007 Metered Sales - Acct 2417007	288.64	288.64
4/11/22	1014 1100	GE0411	Metered Sales - Acct 3236002 Metered Sales - Acct 3236002	2,395.69	2,395.69
4/11/22	1014 1100	LB0407	Deposit - Checks Metered Sales - Checks	332,836.66	332,836.66
4/11/22	1014 1100	MARS0407	Direct Deposit - MARS Metered Sales - MARS	784.00	784.00
4/12/22	1014 1100	CC0412	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,949.31	1,949.31
4/12/22	1014 1100	CCIH0408	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,896.64	2,896.64
4/12/22	1014 1100	CF0408	Direct Deposit - Checkfree Metered Sales - Checkfree	552.25	552.25

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
4/12/22	1014 1100	GE0405	Direct Deposit - CSU Metered Sales - CSU	282.20	282.20
4/12/22	1014 1100	LB0408	Deposit - Checks Metered Sales - Checks	14,163.93	14,163.93
4/12/22	1014 1100	MARS0408	Direct Deposit - MARS Metered Sales - MARS	1,435.63	1,435.63
4/13/22	1014 1100	0413-01	Deposit - Checks Metered Sales - Checks	22,625.41	22,625.41
4/13/22	1014 1100	CC0413	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,323.25	2,323.25
4/13/22	1014 1100	CCIH0409	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,567.56	2,567.56
4/13/22	1014 1100	CF0409	Direct Deposit - Checkfree Metered Sales - Checkfree	682.06	682.06
4/13/22	1014 1100	DP0406	Direct Deposit - Covia/Unimin Metered Sales - Covia/Unimin	24.90	24.90
4/13/22	1014 1100	LB0409	Deposit - Checks Metered Sales - Checks	821.06	821.06
4/13/22	1014 1100	MARS0409	Direct Deposit - MARS Metered Sales - MARS	1,224.94	1,224.94
4/14/22	1014 1100	0414-01	Deposit - Checks Metered Sales - Checks	111,325.20	111,325.20
4/14/22	1014 1100	CC0414	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,151.39	2,151.39
4/14/22	1014 1100	CCIH0410	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,248.75	3,248.75
4/14/22	1014 1100	CF0410	Direct Deposit - Checkfree Metered Sales - Checkfree	451.95	451.95
4/14/22	1014 1100	DP0407	Direct Deposit - West Plains, LLC (5 Metered Sales - West Plains, LLC (5	24.90	24.90
4/14/22	1014 1100	DP0408	Direct Deposit - Corp Accts Metered Sales - Corp Accts	46,909.05	46,909.05
4/14/22	1014 1100	DP0409	Direct Deposit - Regular Accts Direct Deposit - Regular Accts	21,063.73	21,063.73
4/14/22	1014 1100	LB0410	Deposit - Checks Metered Sales - Checks	28,437.96	28,437.96
4/14/22	1014 1100	MARS0410	Direct Deposit - MARS Metered Sales - MARS	885.37	885.37
4/15/22	1014 1100	CC0415	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,213.93	3,213.93
4/15/22	1014 1100	CCIH0411	A/R Credit Card Payment Metered Sales - Credit Card Paymen	553.42	553.42
4/15/22	1014	CF0411	Direct Deposit - Checkfree	878.29	

NORTH WELD COUNTY WATER DISTRICT

General Journal

For the Period From Apr 1, 2022 to Apr 30, 2022

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - Checkfree		878.29
4/15/22	1014 1100	LB0411	Deposit - Checks Metered Sales - Checks	20,552.73	20,552.73
4/15/22	1014 1100	MARS0411	Direct Deposit - MARS Metered Sales - MARS	1,797.02	1,797.02
4/16/22	1014 1100	CC0416	A/R Credit Card Payment Metered Sales - Credit Card Paymen	911.18	911.18
4/17/22	1014 1100	CC0417	A/R Credit Card Payment Metered Sales - Credit Card Paymen	615.84	615.84
4/18/22	1014 1100	CC0418	A/R Credit Card Payment Metered Sales - Credit Card Paymen	2,186.82	2,186.82
4/18/22	1014 1100	CCIH0412	A/R Credit Card Payment Metered Sales - Credit Card Paymen	425.00	425.00
4/18/22	1014 1100	CF0412	Direct Deposit - Checkfree Metered Sales - Checkfree	241.20	241.20
4/18/22	1014 1100	LB0412	Deposit - Checks Metered Sales - Checks	5,619.35	5,619.35
4/18/22	1014 1100	MARS0412	Direct Deposit - MARS Metered Sales - MARS	337.55	337.55
4/19/22	1014 1100	0419-01	Deposit - Checks Metered Sales - Checks	7,155.63	7,155.63
4/19/22	1014 1100	0419-02	Deposit - Checks Metered Sales - Checks	2,472.17	1,397.17
	3520		Transfer Fee - Meter 148		25.00
	3520		Transfer Fee - Meter 582		25.00
	3520		Transfer Fee - Meter 2016		25.00
	3520		Transfer Fee - Meter 2994		25.00
	3520		Transfer Fee - Meter 3421		25.00
	3520		Transfer Fee - Meter 3720		25.00
	3520		Transfer Fee - Meter 4595		25.00
	3520		Transfer Fee - Meter 1158		25.00
	3520		Transfer Fee - Meter 1823		25.00
	3520		Transfer Fee - Meter 3245		25.00
	3520		Transfer Fee - Meter 3377		25.00
	3520		Transfer Fee - Meter 4075		25.00
	3520		Transfer Fee - Meter 4914		25.00
	3520		Transfer Fee - Meter 4919		25.00
	3520		Transfer Fee - Meter 3621		25.00
	3520		Transfer Fee - Meter 4578		25.00
	3520		Transfer Fee - Meter 4792		25.00
	3520		Transfer Fee - Meter 5243		25.00
	3520		Transfer Fee - Meter 5884		25.00
	3520		Transfer Fee - Meter 6165		25.00
	3520		Transfer Fee - Meter 6330		25.00
	3520		Transfer Fee - Meter 6337		25.00
	3520		Transfer Fee - Meter 6418		25.00
	3520		Transfer Fee - Meter 6433		25.00
	3520		Transfer Fee - Meter 6446		25.00
	3520		Transfer Fee - Meter 6451		25.00
	3520		Transfer Fee - Meter 6475		25.00
	3520		Transfer Fee - Meter 6479		25.00
	3520		Transfer Fee - Meter 6486		25.00
	3520		Transfer Fee - Meter 6491		25.00
	3520		Transfer Fee - Meter 6494		25.00

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

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Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	3520		Transfer Fee - Meter 6496		25.00
	3520		Transfer Fee - Meter 6497		25.00
	3520		Transfer Fee - Meter 6499		25.00
	3520		Transfer Fee - Meter 6500		25.00
	3520		Transfer Fee - Meter 6505		25.00
	3520		Transfer Fee - Meter 6506		25.00
	3520		Transfer Fee - Meter 6511		25.00
	3520		Transfer Fee - Meter 6515		25.00
	3520		Transfer Fee - Meter 6519		25.00
	3520		Transfer Fee - Meter 6520		25.00
	3520		Transfer Fee - Meter 4382		25.00
	3520		Transfer Fee - Meter 4813		25.00
4/19/22	1014	CC0419	A/R Credit Card Payment	829.30	
	1100		Metered Sales - Credit Card Paymen		829.30
4/19/22	1014	CCIH0413	A/R Credit Card Payment	457.35	
	1100		Metered Sales - Credit Card Paymen		457.35
4/19/22	1014	CF0413	Direct Deposit - Checkfree	134.60	
	1100		Metered Sales - Checkfree		134.60
4/19/22	1014	LB0413	Deposit - Checks	25,230.33	
	1100		Metered Sales - Checks		25,230.33
4/19/22	1014	MARS0413	Direct Deposit - MARS	156.20	
	1100		Metered Sales - MARS		156.20
4/20/22	1014	CC0420	A/R Credit Card Payment	1,425.75	
	1100		Metered Sales - Credit Card Paymen		1,425.75
4/20/22	1014	CCIH0414	A/R Credit Card Payment	347.12	
	1100		Metered Sales - Credit Card Paymen		347.12
4/20/22	1014	CF0414	Direct Deposit - Checkfree	151.42	
	1100		Metered Sales - Checkfree		151.42
4/20/22	1014	LB0414	Deposit - Checks	61.65	
	1100		Metered Sales - Checks		61.65
4/20/22	1014	MARS0414	Direct Deposit - MARS	202.50	
	1100		Metered Sales - MARS		202.50
4/21/22	1014	CC0421	A/R Credit Card Payment	1,107.57	
	1100		Metered Sales - Credit Card Paymen		1,107.57
4/21/22	1014	CCIH0415	A/R Credit Card Payment	573.80	
	1100		Metered Sales - Credit Card Paymen		573.80
4/21/22	1014	CF0415	Direct Deposit - Checkfree	60.00	
	1100		Metered Sales - Checkfree		60.00
4/21/22	7290	GE0413	2012 Bond - NORT312WERRB - Int	69,675.00	
	1014		2012 Bond - NORT312WERRB - Int		69,675.00
4/21/22	7295	GE0414	2019 Bond - NORT519WERB - Inter	279,300.00	
	1014		2019 Bond - NORT519WERB - Inter		279,300.00
4/21/22	7292	GE0415	Transfer to Water Enterprise Fund	38,812.50	
	1014		Transfer to Water Enterprise Fund		38,812.50
4/21/22	5220	GE0420	Colorado Unemployment - 1st Quart	234.63	
	1014		Colorado Unemployment - 1st Quart		234.63
4/21/22	1014	LB0415	Deposit - Checks	20,081.88	

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - Checks		20,081.88
4/21/22	1014 1100	MARS0415	Direct Deposit - MARS Metered Sales - MARS	189.80	189.80
4/22/22	1014 1100	CC0422	A/R Credit Card Payment Metered Sales - Credit Card Paymen	810.65	810.65
4/22/22	1014 1100	CCIH0416	A/R Credit Card Payment Metered Sales - Credit Card Paymen	278.56	278.56
4/22/22	1014 1100	CF0416	Direct Deposit - Checkfree Metered Sales - Checkfree	101.05	101.05
4/22/22	2263 1014	GE0412	HSA Transfer HSA Transfer	1,773.73	1,773.73
4/22/22	5510 1014	GE0416	Paychex Fee Paychex Fee	304.85	304.85
4/22/22	4210 4220 5110 5210 2257 2258 2261 2263 1014 1014	GE0417	Field Salaries Engineering Salaries Office Salaries FICA 457 - Employee Investment Supplemental Insurance Health Insurance HSA - Employee Bank of Colorado Bank of Colorado	40,812.20 4,120.18 19,495.37 4,894.70 4,320.59 124.48 4,277.29 325.00 43,474.62 16,800.47	
4/22/22	1014 1100	LB0416	Deposit - Checks Metered Sales - Checks	937.08	937.08
4/22/22	1014 1100	MARS0416	Direct Deposit - MARS Metered Sales - MARS	56.52	56.52
4/23/22	1014 1100	CC0423	A/R Credit Card Payment Metered Sales - Credit Card Paymen	429.10	429.10
4/24/22	1014 1100	CC0424	A/R Credit Card Payment Metered Sales - Credit Card Paymen	379.56	379.56
4/25/22	1014 1100	0425-01	Deposit - Checks Metered Sales - Checks	22,036.29	22,036.29
4/25/22	1014 1100	CC0425	A/R Credit Card Payment Metered Sales - Credit Card Paymen	698.68	698.68
4/25/22	1014 1100	CCIH0417	A/R Credit Card Payment Metered Sales - Credit Card Paymen	974.29	974.29
4/25/22	1014 1100	CF0417	Direct Deposit - Checkfree Metered Sales - Checkfree	195.37	195.37
4/25/22	1014 1100	LB0417	Deposit - Checks Metered Sales - Checks	2,686.28	2,686.28
4/25/22	1014 1100	MARS0417	Direct Deposit - MARS Metered Sales - MARS	404.70	404.70
4/26/22	1014 1100	CC0426	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,532.96	1,532.96
4/26/22	1014	CCIH0418	A/R Credit Card Payment	371.06	

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
	1100		Metered Sales - Credit Card Paymen		371.06
4/26/22	1014 1100	CF0418	Direct Deposit - Checkfree Metered Sales - Checkfree	52.95	52.95
4/26/22	1014 1100	LB0418	Deposit - Checks Metered Sales - Checks	1,261.48	1,261.48
4/26/22	1014 1100	MARS0418	Direct Deposit - MARS Metered Sales - MARS	259.35	259.35
4/27/22	1014 1100	CC0427	A/R Credit Card Payment Metered Sales - Credit Card Paymen	429.71	429.71
4/27/22	1014 1100	CCIH0419	A/R Credit Card Payment Metered Sales - Credit Card Paymen	90.70	90.70
4/27/22	1014 1100	CF0419	Direct Deposit - Checkfree Metered Sales - Checkfree	130.00	130.00
4/28/22	1014 1100	0428-01	Deposit - Checks Metered Sales - Checks	369.32	369.32
4/28/22	1014 1100	CC0428	A/R Credit Card Payment Metered Sales - Credit Card Paymen	3,435.82	3,435.82
4/28/22	1014 1100	CCIH0420	A/R Credit Card Payment Metered Sales - Credit Card Paymen	379.45	379.45
4/28/22	1014 1100	CF0420	Direct Deposit - Checkfree Metered Sales - Checkfree	100.00	100.00
4/28/22	1014 1100	LB0419	Deposit - Checks Metered Sales - Checks	1,000.15	1,000.15
4/28/22	1014 1100	MARS0419	Direct Deposit - MARS Metered Sales - MARS	30.00	30.00
4/29/22	1014 1100	CASH0429	Deposit - Cash Metered Sales - Cash	166.56	166.56
4/29/22	1014 1100	CC0429	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,406.81	1,406.81
4/29/22	1014 1100	CCIH0421	A/R Credit Card Payment Metered Sales - Credit Card Paymen	669.83	669.83
4/29/22	1014 1100	CF0421	Direct Deposit - Checkfree Metered Sales - Checkfree	398.22	398.22
4/29/22	1014 1100	DP0410	Direct Deposit - NGL Water Solution Metered Sales - NGL Water Solution	24.90	24.90
4/29/22	1014 1100	LB0420	Deposit - Checks Metered Sales - Checks	17,172.79	17,172.79
4/29/22	1014 1100	MARS0420	Direct Deposit - MARS Metered Sales - MARS	293.03	293.03
4/30/22	1014 1100	CC0430	A/R Credit Card Payment Metered Sales - Credit Card Paymen	1,121.30	1,121.30
4/30/22	5510 1014	GE0418	LockBox Processing Fee LockBox Processing Fee	1,208.95	1,208.95

NORTH WELD COUNTY WATER DISTRICT**General Journal****For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date. Report is printed with Accounts having Zero Amounts and with shortened descriptions and in Detail Format.

Date	Account ID	Reference	Trans Description	Debit Amt	Credit Amt
4/30/22	1100	GE0419	Accounts Receivable - DRIP - April 2	1,701,050.18	
	3110		Metered Sales - DRIP - April 2022		895,621.22
	3111		Water Allocation Surcharge - DRIP -		498,654.00
	3112		Plant Investment Surcharge - DRIP -		305,939.35
	3113		Adjustments - DRIP - April 2022		835.61
4/30/22	1015	GE0422	ColoTrust Interest - General	3,009.22	
	1015		ColoTrust - RRR Interest	43.69	
	1019		ColoTrust Interest - 2019 Bond	430.42	
	3210		ColoTrust Interest - General		3,009.22
	3210		ColoTrust Interest - RRR Interest		43.69
	3210		ColoTrust Interest - 2019 Bond		430.42
4/30/22	4250	GE0423	Reclass April Benefits	6,084.90	
	2257		Reclass April Benefits		6,084.90
	2258		Reclass April Benefits	0.01	
	2261		Reclass April Benefits		1,526.00
	2263		Reclass April Benefits		2,897.46
	4240		Reclass April Benefits	4,423.45	
4/30/22	4810	Prepads	Prepaid Amortization	4,178.42	
	4820		Prepaid Amortization	1,374.75	
	4830		Prepaid Amortization	3,615.50	
	1230		Prepaid Amortization		9,168.67
	Total			3,418,461.88	3,418,461.88



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

April 21, 2022

SENT VIA FIRST CLASS MAIL

Don Anderson, Inc, a Colorado corporation
c/o Barbara A. Anderson
15427 County Road 74
Eaton, CO 80615-8611

Project: Eaton Pipeline Project
Parent Tract APN: 080510000008
Project Parcel No.: PE-10, PAE-10, & TE-10

RE: Offer to Acquire

Dear Property Owner:

North Weld County Water District (the “District”) is designing an extension of its water system to supply water to the citizens of Weld County, Colorado, known as the Eaton Pipeline (the “Project”). Through the course of the Project, the District will construct a 36-inch potable water line located along Weld County Road 72, in Weld County, Colorado. Upon Project completion, the District will be capable of delivering more reliable water flows to its customers downstream including the Town of Eaton.

The Project requires the District to acquire easements to place and maintain the water line and associated public appurtenances. TRS Corp. (“TRS”) has been engaged by the District to assist with easement acquisition for the Project.

The District seeks to acquire one (1) permanent easement, one (1) permanent access easement, and one (1) temporary construction easement (hereafter, collectively, the “Easements”) from your property located in part of the Northeast Quarter of Section 10, Township 6 North, Range 66 West of the 6th PM in Weld County, Colorado and further identified by Weld County Assessor’s Parcel Number 0805010000008. The Easements are legally described and depicted in the attached exhibits.

The District hereby offers a one-time payment to you in the amount of **Thirty-Six Thousand One Hundred Dollars and 00/100 (\$36,100.00)** as full monetary compensation for the purchase of the Easements by the District. The offer amount is based upon market valuation data provided by Foster Valuation Company and a waiver valuation prepared by TRS. The offer is summarized as follows:

1. Permanent Easement(s).....	..\$ 26,512.50
2. Permanent Access Easement(s).....	..\$ 5,575.50
3. Temporary Easement(s).....	..\$ 3,987.90
4. <u>Affected Improvements (if not replaced in kind by the District)</u>	\$ 0.00
TOTAL.....	<u>\$ 36,100.00 (rounded)</u>

Accompanying this letter is a Memorandum of Agreement (MOA) for your consideration, along with a Permanent Water Easement Agreement, an Access Easement Agreement, a Temporary Construction Easement Agreement, and a Request for Taxpayer Identification Form (W-9) for the payment recipient. The MOA is a contract for the purchase and sale of the Easements to the District. If you agree with the District's offer, please sign the MOA, Permanent Easement Agreement, Temporary Construction Easement Agreement, and W-9 and return in the self-addressed, postage paid envelope. Also, please include a current Statement of Authority executed on behalf of Don Anderson, Inc pursuant to the provisions of Section 38-30-172, C.R.S., a sample of which is enclosed.

Should you have any questions, or need additional information, please contact me at 720-689-6080 (office) or 720-320-2070 (mobile) or by email at richard.pittenridge@trscorp.us.

Sincerely,

Richard B. Pittenridge
TRS Corp.
Representing North Weld County Water District

Enclosures: Legal Description(s) and Exhibit(s)
 Memorandum of Agreement
 Permanent Water Easement Agreement
 Access Easement Agreement
 Temporary Construction Easement Agreement
 W-9 Form
 Sample Statement of Authority

cc: Eric Reckentine, North Weld County Water District
 Darin Pytlik, Providence Infrastructure Consultants

EXHIBIT A

PE-10

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

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

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

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

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet; THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 45.64 feet; THENCE North 88°45'30" East a distance of 458.72 feet;

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

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

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

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 1,046.46 feet; THENCE leaving said Southerly right-of-way line South 00°00'00" East a distance of 145.87 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

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



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

KING SURVEYORS

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

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

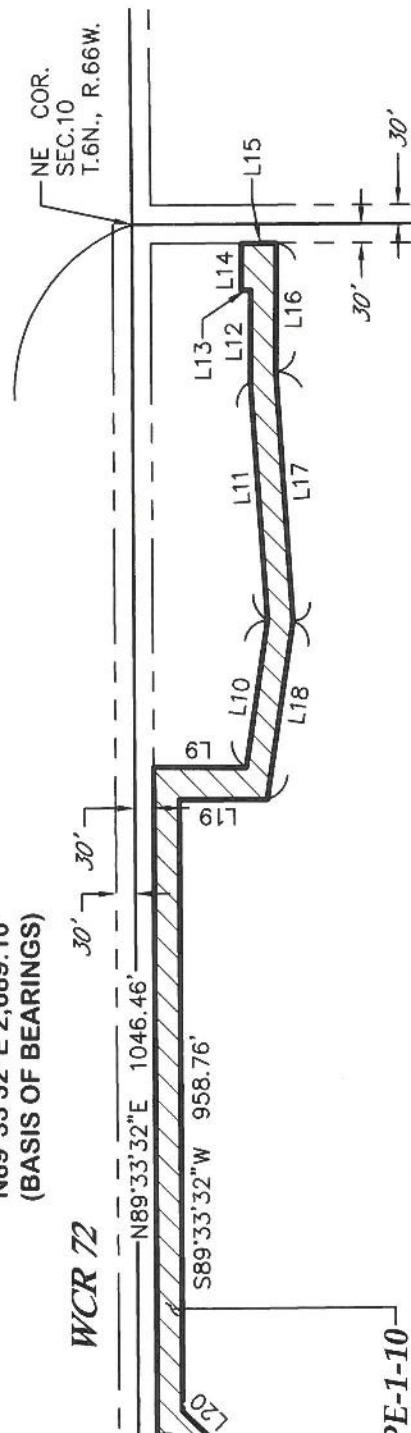
PARCEL 10
DON ANDERSON
NE1/4 SEC.10, T.6N., R.66W PE-1-10
REC.No.1534653 110,003 sq. ft.
2.525 acres



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

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

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



LINE TABLE

LINE	BEARING	LENGTH
L12	S89°59'20"E	142.53'
L13	N00°0'12"E	14.59'
L14	S89°59'48"E	72.92'
L15	S00°25'56"E	54.59'
L16	N89°59'48"W	200.00'
L17	S85°51'52"W	391.64'
L18	N81°53'43"W	283.28'
L19	N00°10'47"W	138.83'
L20	S43°18'58"W	61.83'
L21	N00°20'27"W	84.92'

LINE TABLE

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

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



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

EXHIBIT A

PAE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

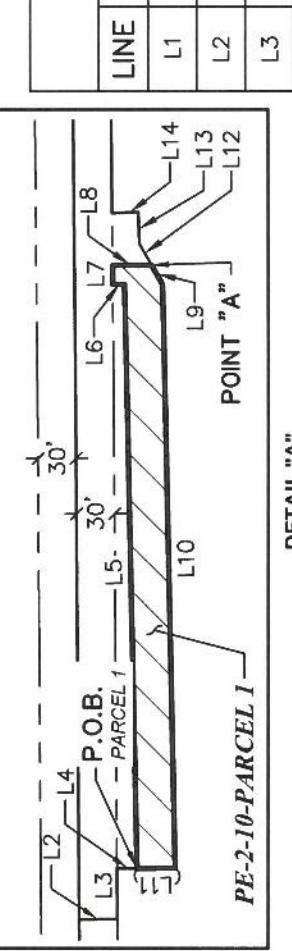
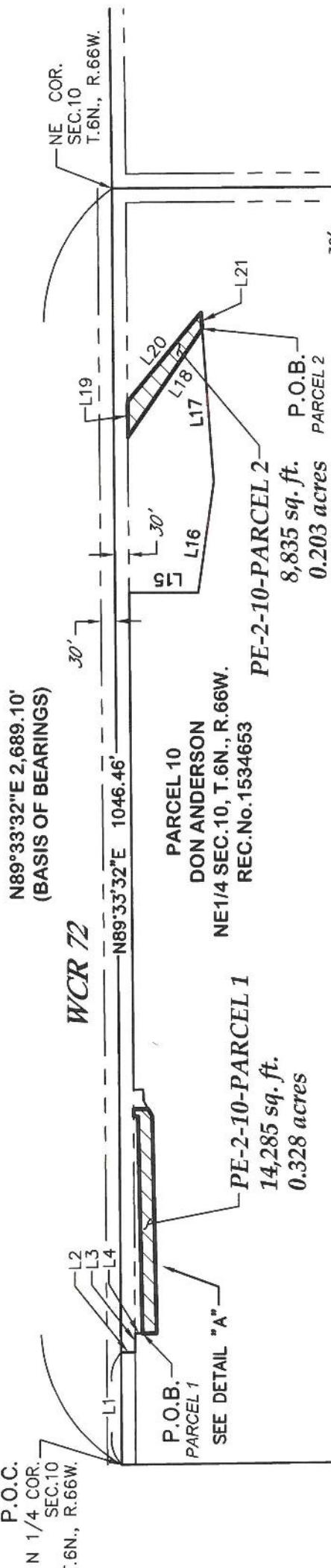
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

KING SURVEYORS

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L12	N60°16'38"E	19.69'
L13	N88°18'58"E	24.25'
L14	N01°41'02"W	20.74'
L15	S00°00'00"E	145.87'
L16	S81°53'43"E	234.60'
L17	N85°42'11"E	323.74'
L18	N55°22'28"W	276.67'
L19	N89°33'32"E	75.00'
L20	S50°14'55"E	242.76'
L21	S85°42'11"W	34.06'

300
150
0
300
1" = 300'



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

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

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



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

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

EXHIBIT A

TE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

PARCEL 3

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

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

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

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

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

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

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

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

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

PARCEL 4

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

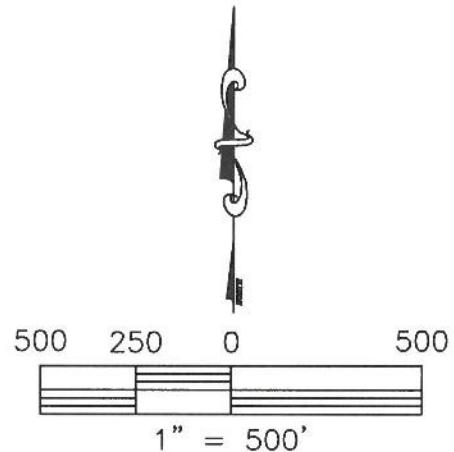
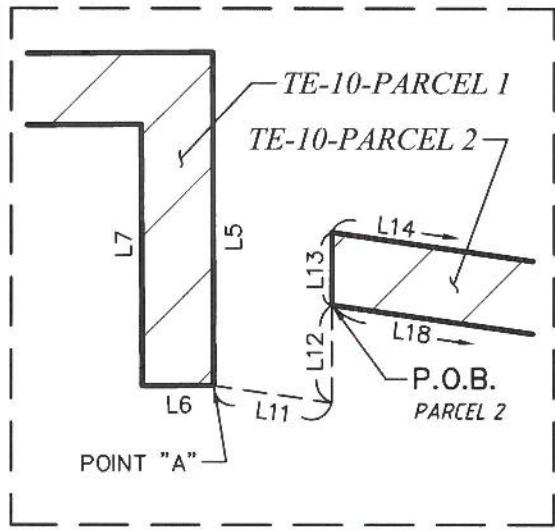
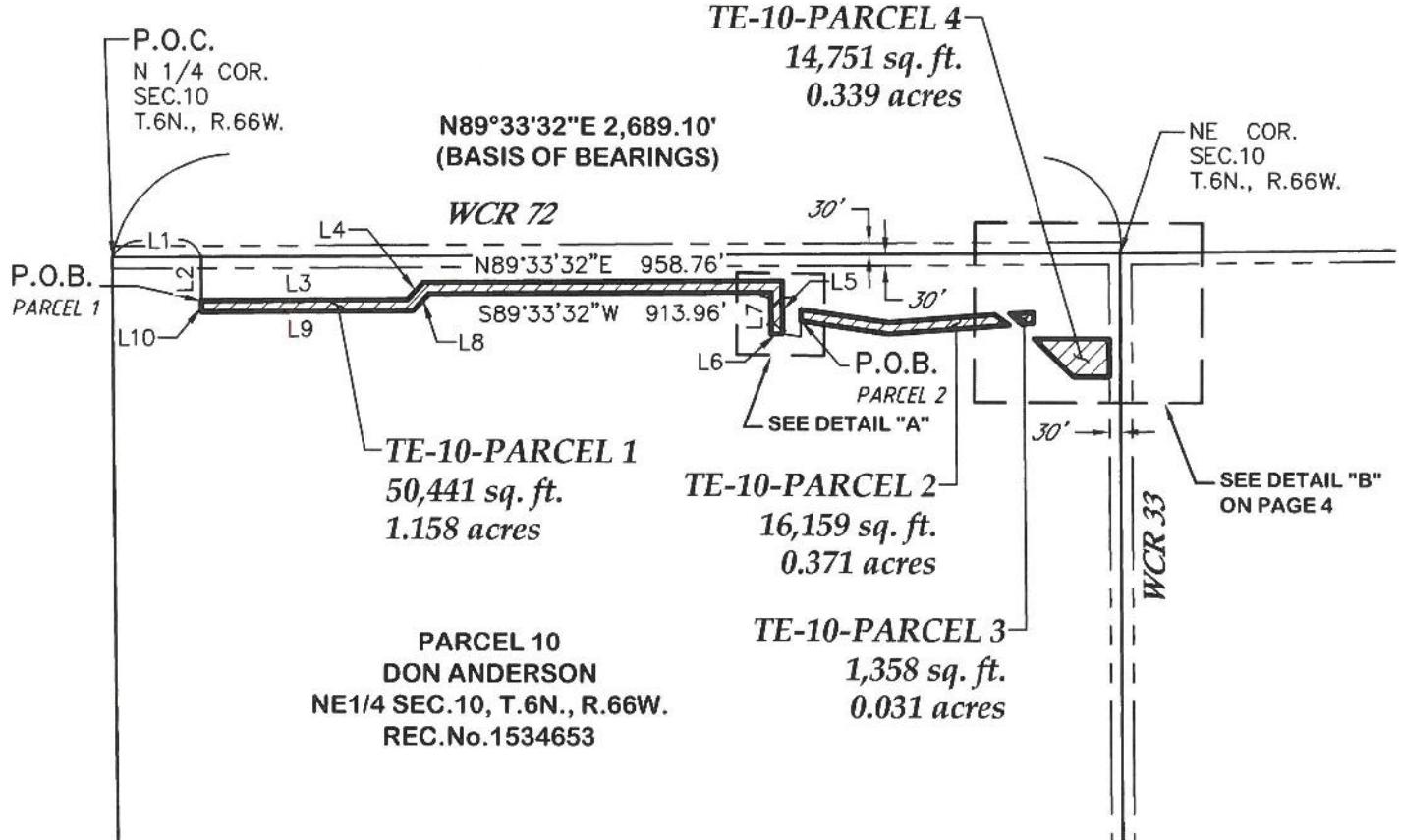
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

KING SURVEYORS

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



LINE TABLE

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



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

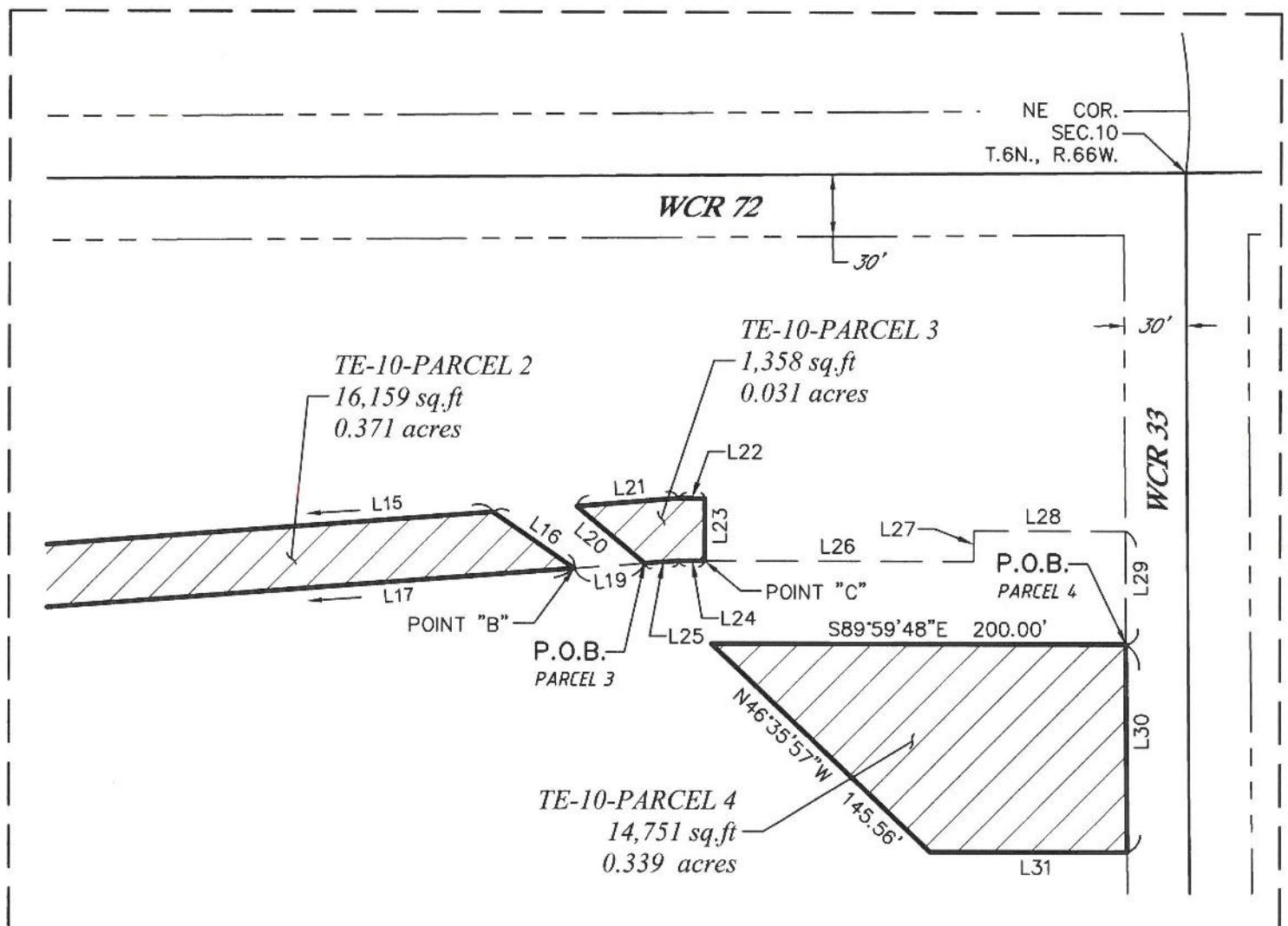
NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

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

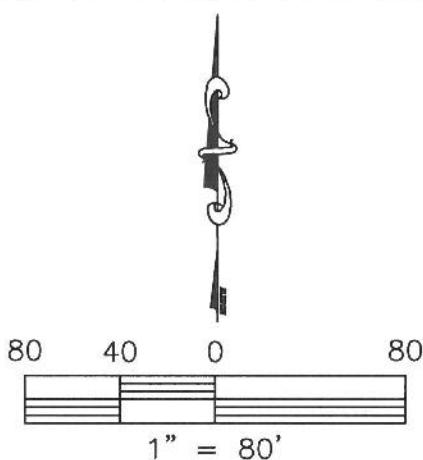


KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

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



DETAIL "B"
SCALE 1" = 80'



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

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



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

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

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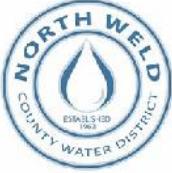


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PROJECT NO: 20170945-B
DATE: 3/24/2022
CLIENT: NWCWD
DWG: 20170945-B_TE-10
DRAWN: VDS CHECKED: DBD

MEMORANDUM OF AGREEMENT

North Weld County Water District

**Project:** Eaton Pipeline**Location/Legal:** 15888 County Road 72, Weld County**Assessor No.:** 080510000008

This Agreement made on this _____ day of _____, 20_____, is between the property owner(s), **Don Anderson, Inc., a Colorado Corporation** ("GRANTOR") and **NORTH WELD COUNTY WATER DISTRICT**, a political subdivision of the State of Colorado, ("DISTRICT"). Just compensation was determined by an appropriate procedure in accordance with the District's real property acquisition policy and Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following easements, improvements, or damages of any kind (the "Property").

Permanent Easements: PE-10 (2.525 acres)	\$ 26,512.50
Permanent Access Easements: PAE-10 (0.531 acres)	\$ 5,575.50
Temporary Construction Easements: TE-10 (1.899 acres)	\$ 3,987.90
Improvements:	\$ 0.00
Damages / Other:	\$ 0.00
	Gross Total Compensation
	\$ 36,075.90
	\$ 0.00
	Net Total Compensation
	\$ 36,100.00 (rounded)

Other Conditions and Agreements:

1. DISTRICT's contractor shall coordinate with GRANTOR and GRANTOR's tenant prior to the start of construction to review these conditions and coordinate the start of construction activities;
2. DISTRICT's contractor shall protect fencing around oil & gas facility located in the northeast portion of property adjacent to WCR 33 in place. The location of this fence is shown on Exhibit 1 attached hereto;
3. DISTRICT agrees that construction time frame shall be limited to **September 1st through March 31st** of any given year. However, this can be adjusted if timing is coordinated with GRANTOR and GRANTOR's tenant, and it does not interfere with farming operations;
4. DISTRICT's contractor shall access the property from Weld County Road 72 (WCR 72), as shown on Exhibit 1 attached hereto;
5. DISTRICT's contractor shall separate the topsoil and keep it separate from subsoil. Contractor should coordinate this activity with the GRANTOR and GRANTOR's tenant. Once installation of pipeline is completed, the contractor will replace the topsoil, level, and rough grade the field. GRANTOR's tenant shall be responsible for finish grading and restoration of the farm field;
6. DISTRICT'S contractor to remove and replace in-kind all concrete irrigation ditches crossed by the installation of the water line. Said ditches are running east & west parallel and south of WCR 72 and north & south along the west side of WCR 33.
7. DISTRICT's contractor to protect irrigation pond and earthen berm located west and south of the house and barn. Said location of pond and berm are shown on attached Exhibit 1 attached hereto;
8. DISTRICT agrees to coordinate with GRANTOR and the crop owner in order to provide compensation for diminution of crop yields and their time finish-grading the fields at the start of construction on the property. The DISTRICT will calculate the loss of yield compensation at 50% loss of yield per year, using the county average or records provided by the farmer, whichever is greater.

GRANTOR and DISTRICT agree that:

1. this Agreement is binding upon the GRANTOR and GRANTOR'S heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees upon execution by GRANTOR;
2. this Agreement is binding upon the DISTRICT, its successors or assigns, when executed by duly authorized representatives of the DISTRICT;
3. there are no promises, terms, conditions, or obligations other than those listed on this Agreement and the Exhibits attached hereto;
4. the compensation shown on this Agreement is payment in full for the Property; and
5. the terms, representations, warranties, and agreements herein survive closing and will not merge with any easement(s) or other documents delivered by the parties.

GRANTOR:

1. has entered into this Agreement only because the DISTRICT has the power of eminent domain and requires the Property for public purposes;
2. will be responsible for securing releases from or subordinations of all liens, judgments, and encumbrances prior to payment of compensation by DISTRICT to GRANTOR. Any encumbrance required to be paid by GRANTOR shall be paid at or before payment of compensation by DISTRICT to GRANTOR for the Property;
3. Will execute and deliver to DISTRICT those documents indicated below;
4. Will execute all documents as may be required to provide insurable title for the Property in the DISTRICT with a title company selected by DISTRICT;
5. Will not grant any easements, leases or other uses of the Property from the date of GRANTOR's execution of this Agreement through the date the fully executed easements are delivered to the DISTRICT; and
6. will hold DISTRICT harmless from any claims against the Property or to any interest in the Property.

DISTRICT:

1. will be entitled to specific performance of this Agreement;
2. will, subject to GRANTOR'S obligation to secure releases or subordinations as provided above, remit payment to GRANTOR upon receipt of the permanent easement(s) and the temporary construction easement(s) attached hereto;
3. will pay recording fees and the cost of any title insurance obtained by DISTRICT; and
4. will furnish the following documents to be executed and delivered by GRANTOR to DISTRICT:

<input checked="" type="checkbox"/>	Other condition graphic attached hereto as Exhibit 1
<input checked="" type="checkbox"/>	Permanent Water Easement in the form attached hereto as Exhibit 2
<input checked="" type="checkbox"/>	Permanent Access Easement in the form attached hereto as Exhibit 3
<input checked="" type="checkbox"/>	Temporary Construction Easement in the form attached hereto as Exhibit 4

Order Check for \$ 36,100.00	Payable to: H.C. Peck and Associates as escrow agent for Don Anderson, Inc.
North Weld County Water District	By: _____
By: _____	Barbra Ann Anderson, President
Name: _____	Date: _____
Title: _____	

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



Looking west from Weld County Road 33

Contractor to protect fencing and restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking west from Weld County Road 33

Contractor to restore access road.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking south adjacent to WCR 33.

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

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



Looking west from house.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

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

Looking west from house & south of WCR 72.



Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.



Looking east south of WCR 72.

Contractor to avoid irrigation pond and earthen berm.

Contractor to rough grade farm field.

Farmer to complete final restoration of farm field.

EXHIBIT 2

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

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

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

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

EXHIBIT 2

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

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

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

EXHIBIT 2

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

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

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

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;

EXHIBIT 2

- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the

EXHIBIT 2

District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

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

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Larimer County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the

EXHIBIT 2

Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

EXHIBIT 2

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President for Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 2

THE DISTRICT:

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

By _____

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

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PE-10

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

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

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

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

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet; THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 45.64 feet; THENCE North 88°45'30" East a distance of 458.72 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

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



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

KING SURVEYORS

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

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

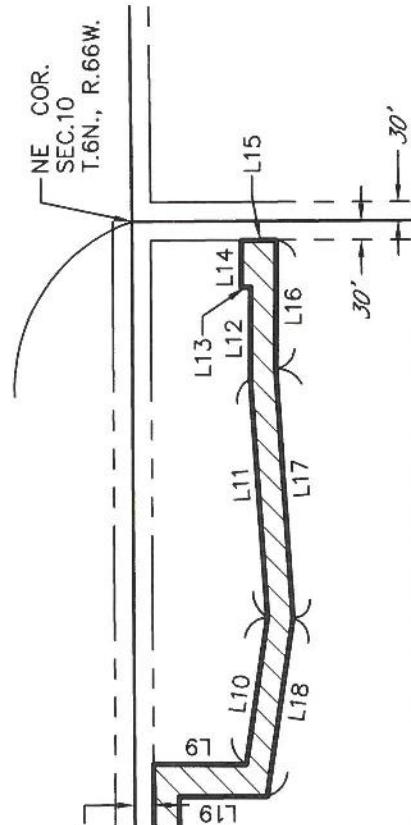
PARCEL 10
DON ANDERSON
NE1/4 SEC.10, T.6N., R.66W PE-1-10
REC.No.1534653 110,003 sq. ft.
2.525 acres



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

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

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



LINE

LINE	BEARING	LENGTH
L12	S89°59'20"E	142.53'
L13	N00°0'12"E	14.59'
L14	S89°59'48"E	72.92'
L15	S00°25'56"E	54.59'
L16	N89°59'48"W	200.00'
L17	S85°51'52"W	391.64'
L18	N81°53'43"W	283.28'
L19	N00°10'47"W	138.83'
L20	S43°18'58"W	61.83'
L21	N00°20'27"W	84.92'

LINE TABLE

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

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

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

EXHIBIT 3

ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as being the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the "Property").

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

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

- (a) Access, maintenance, ingress and egress including emergency and service vehicles together with the right to survey, construct, reconstruct, replace, maintain, modify, inspect, operate, and use of an access road on the Grantor's property.

The Grantor(s) shall not remove any material from the surface of the Easement or stockpile materials on the Easement. The Grantor shall not construct improvements which will in any way interfere with the Grantee's use of the Easement. Grantee shall be permitted to remove trees, vegetation, structures and other obstacles that impede the Grantee's use and enjoyment of the Easement. Grantee shall be permitted but not required to modify the surface, grade, add or remove fill and excavate any part of the Easement as may be required or necessary for Grantee to exercise its rights herein granted.

The Grantor(s) reserve(s) the right to use the Easement for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to use the land for public or private road, and any other lawful use which will not interfere with Grantee's rights or facilities.

In the case of permanent abandonment of said Easement by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said Easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, and property placed on said Easement; and for these purposes, all property placed by Grantee within said Easement shall be deemed to have remained personal property;

EXHIBIT 3

and upon the failure of Grantee to remove all of said property within said six-month period, then all of said property shall become the sole and separate property of the Grantor(s), its heirs, successors and assigns, and the Grantor(s) its heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of Easement herein contained or any right or privilege attaching to the herein described grant of Easement.

Signed and delivered this _____ day of _____, 2022.

GRANTOR
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

By _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PAE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

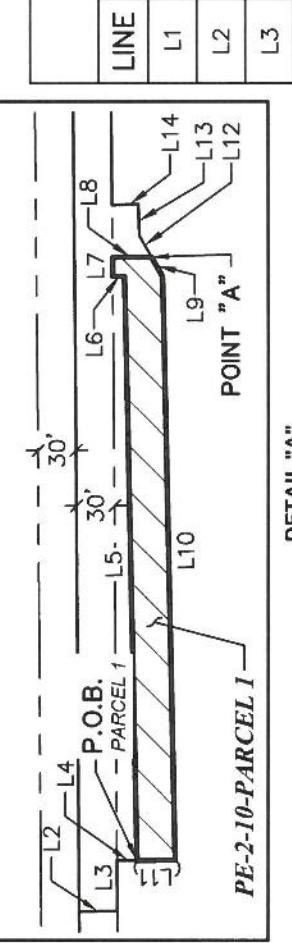
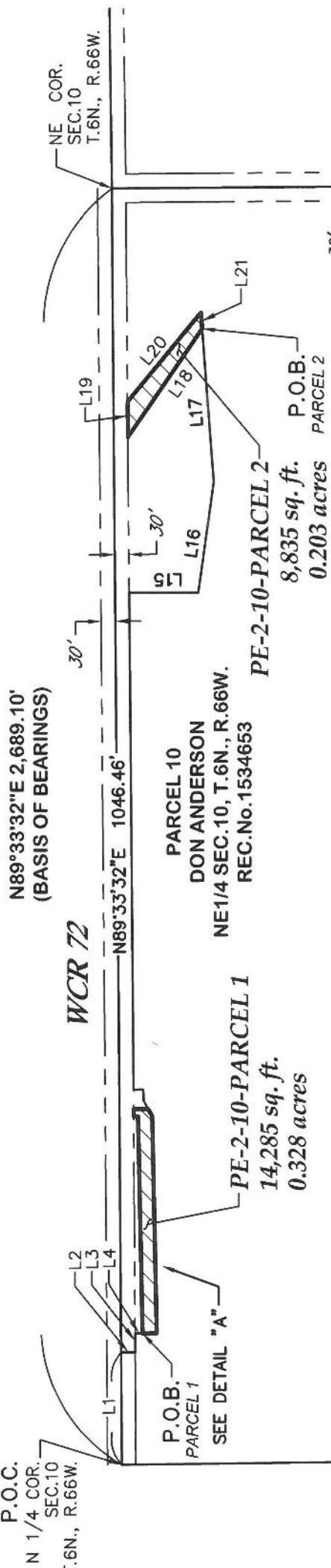
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

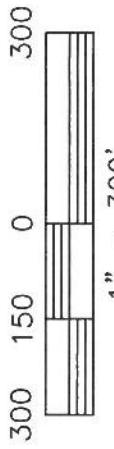
KING SURVEYORS

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



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L12	N60°16'38"E	19.69'
L13	N88°18'58"E	24.25'
L14	N01°41'02"W	20.74'
L15	S00°00'00"E	145.87'
L16	S81°53'43"E	234.60'
L17	N85°42'11"E	323.74'
L18	N55°22'28"W	276.67'
L19	N89°33'32"E	75.00'
L20	S50°14'55"E	242.76'
L21	S85°42'11"W	34.06'
L11	N00°20'27"W	30.00'



1" = 300'

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

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



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



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

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

EXHIBIT 4

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 (“Effective Date”), by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

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

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

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

EXHIBIT 4

4. Term. The Temporary Easement shall begin fifteen (15) days after Grantor receives written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the start of construction, whichever shall first occur.

The District, at its sole discretion, shall have the option to extend the Temporary Easement for one additional 12-month term. To extend, the District shall provide a minimum of 30 days' written notice to the Grantor of the District's intent to extend the Temporary Easement and remit four thousand three hundred eighty-six and 69/100 dollars (\$4,386.69) to Grantor prior to the expiration of the term of the Temporary Easement. In the event the Grantor's Property has been conveyed by Grantor during the term of the Temporary Easement, the successor in title to Grantor's Property, subject to this Temporary Easement, will provide the District with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment of consideration for the Temporary Easement extension. If receipt of a W-9 from successor in title to Grantor's Property delays payment processing by the District beyond the expiration date of the original term of the Temporary Easement, such condition shall not serve to invalidate the District's option or extension of the Temporary Easement.

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

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to temporarily grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Temporary Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not

EXHIBIT 4

intended to prohibit the development of the private property located adjacent to the Property.

- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Temporary Easement.

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

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

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

8. Maintenance of Temporary Easement Area.

EXHIBIT 4

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

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

10. Additional Terms and Conditions.

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

EXHIBIT 4

Larimer County.

- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Temporary Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Temporary Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

EXHIBIT 4

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 4

DISTRICT:

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

By _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

TE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

PARCEL 3

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

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

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

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

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

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

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

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

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

PARCEL 4

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

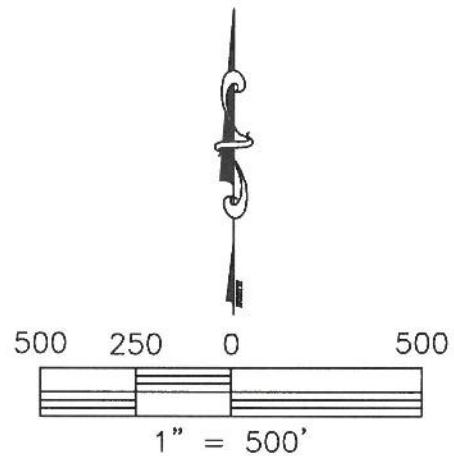
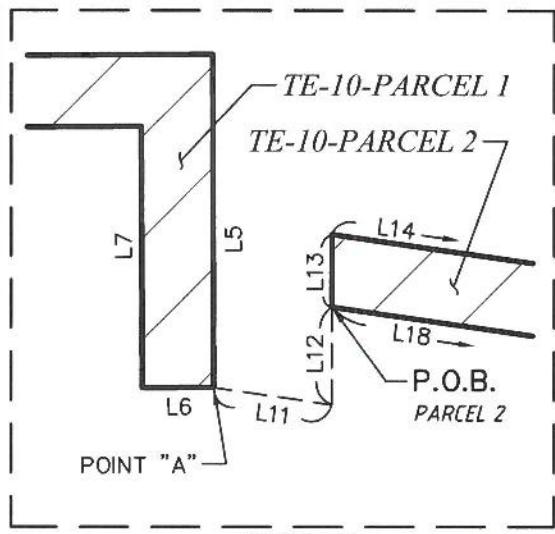
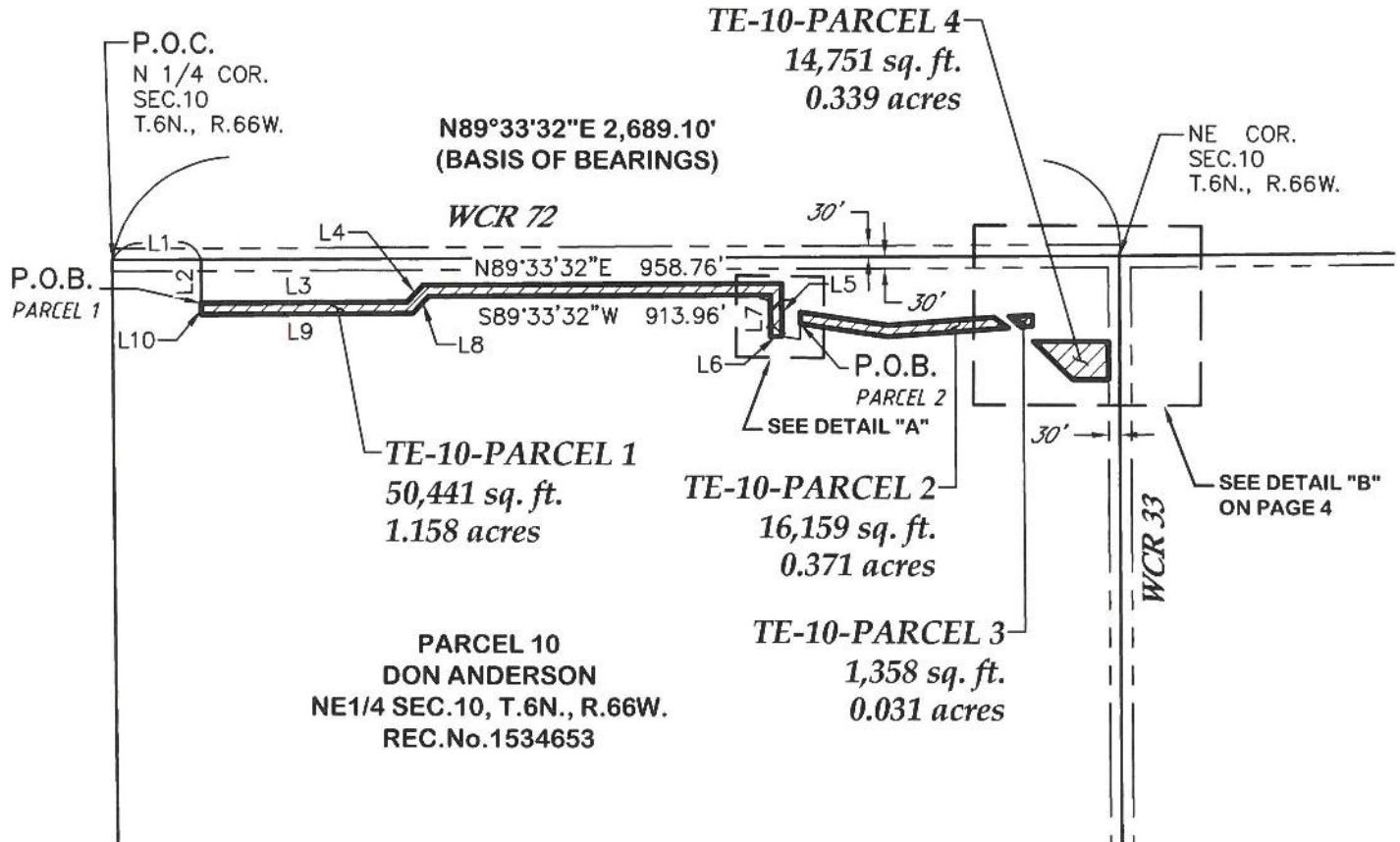
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

KING SURVEYORS

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



LINE TABLE

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



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

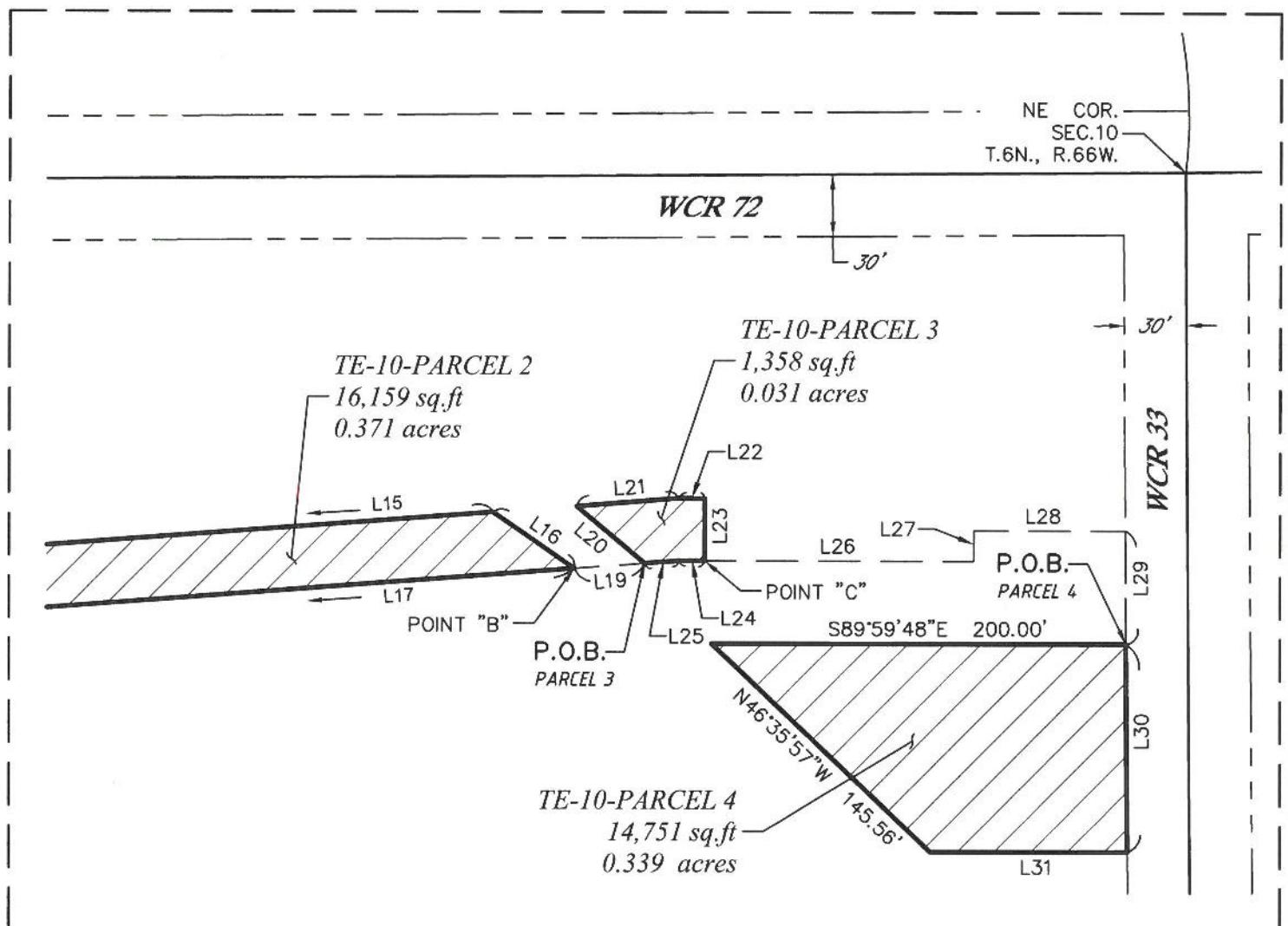
NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

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

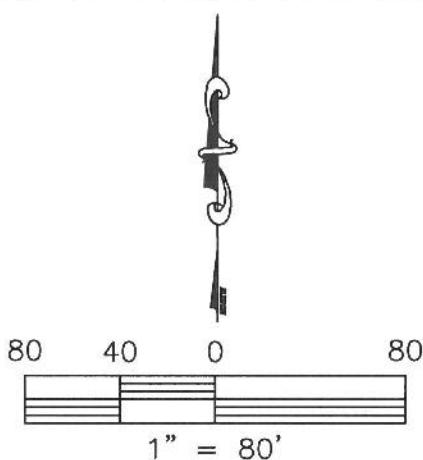


KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

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



DETAIL "B"
SCALE 1" = 80'



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

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



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

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

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



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

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

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

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

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

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

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

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;

- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;
- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

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

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

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written

consent of Grantee;

- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

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

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

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Larimer County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local

governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

By _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PE-10

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

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

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

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

THENCE North 89°33'32" East along said Southerly right-of-way line a distance of 40.00 feet; THENCE leaving said Southerly right-of-way line South 00°20'27" East a distance of 45.64 feet; THENCE North 88°45'30" East a distance of 458.72 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

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



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

KING SURVEYORS

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

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

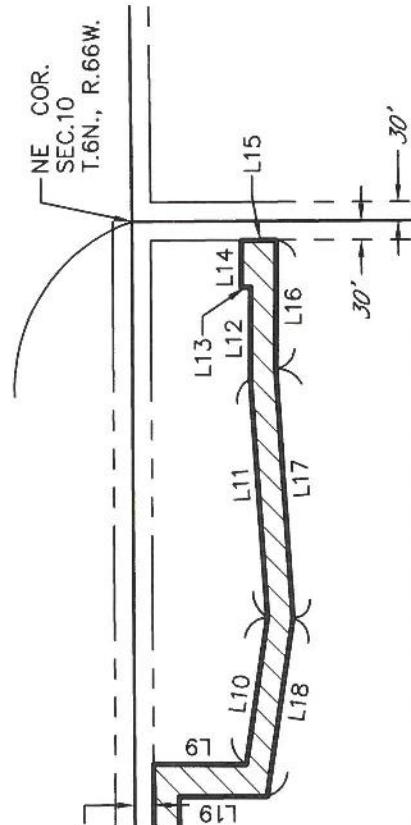
PARCEL 10
DON ANDERSON
NE1/4 SEC.10, T.6N., R.66W PE-1-10
REC.No.1534653 110,003 sq. ft.
2.525 acres



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

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

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



LINE TABLE

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

LINE TABLE

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

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

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

ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022, by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described as being the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

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

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

- (a) Access, maintenance, ingress and egress including emergency and service vehicles together with the right to survey, construct, reconstruct, replace, maintain, modify, inspect, operate, and use of an access road on the Grantor’s property.

The Grantor(s) shall not remove any material from the surface of the Easement or stockpile materials on the Easement. The Grantor shall not construct improvements which will in any way interfere with the Grantee’s use of the Easement. Grantee shall be permitted to remove trees, vegetation, structures and other obstacles that impede the Grantee’s use and enjoyment of the Easement. Grantee shall be permitted but not required to modify the surface, grade, add or remove fill and excavate any part of the Easement as may be required or necessary for Grantee to exercise its rights herein granted.

The Grantor(s) reserve(s) the right to use the Easement for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee’s facilities therein, or interfere with the use of any of the rights herein granted. Such reservation by the Grantor(s) shall include the right to use the land for public or private road, and any other lawful use which will not interfere with Grantee’s rights or facilities.

In the case of permanent abandonment of said Easement by Grantee, Grantee shall give written notice to Grantor(s) of its intent to abandon said Easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, and property placed on said Easement; and for these purposes, all property placed by Grantee within said Easement shall be deemed to have remained personal property;

and upon the failure of Grantee to remove all of said property within said six-month period, then all of said property shall become the sole and separate property of the Grantor(s), its heirs, successors and assigns, and the Grantor(s) its heirs, successors and assigns, shall thereupon be restored to first and former estate, free and clear of any grant of Easement herein contained or any right or privilege attaching to the herein described grant of Easement.

Signed and delivered this _____ day of _____, 2022.

GRANTOR
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President** for **Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

By _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

PAE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

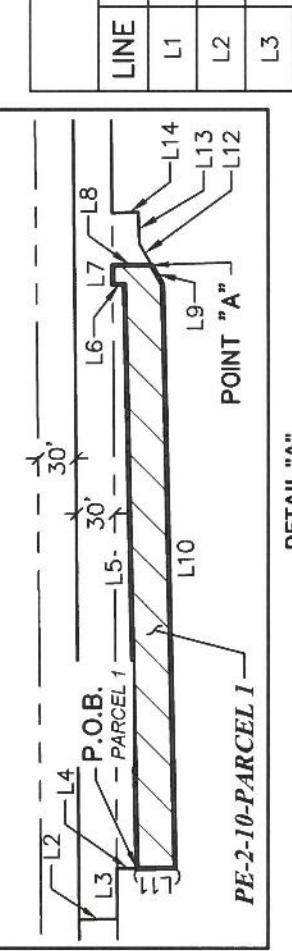
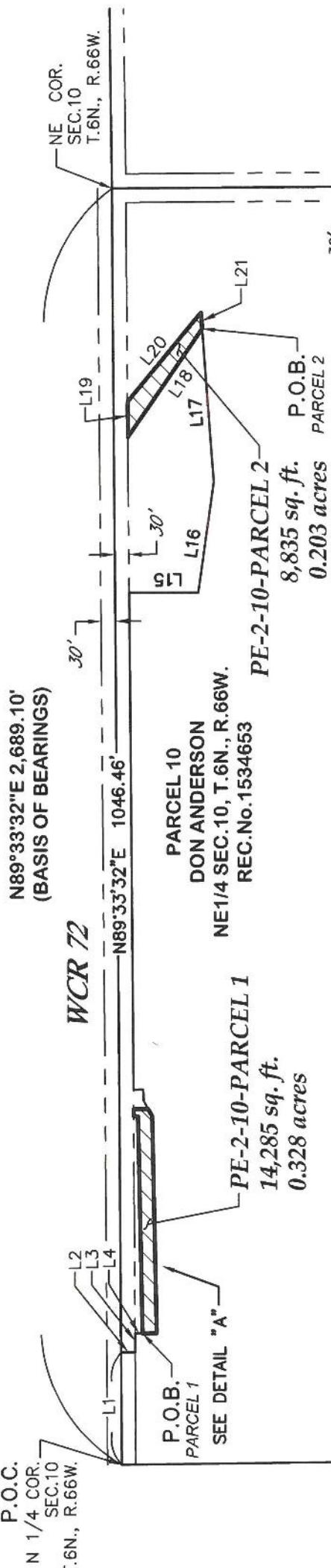
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

KING SURVEYORS

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



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°33'32"E	238.22'
L12	N60°16'38"E	19.69'
L13	N88°18'58"E	24.25'
L14	N01°41'02"W	20.74'
L15	S00°00'00"E	145.87'
L16	S81°53'43"E	234.60'
L17	N85°42'11"E	323.74'
L18	N55°22'28"W	276.67'
L19	N89°33'32"E	75.00'
L20	S50°14'55"E	242.76'
L21	S85°42'11"W	34.06'
L11	N00°20'27"W	30.00'

300
150
0
300
1" = 300'



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

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

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



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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 (“Effective Date”), by and between DON ANDERSON, INC., a Colorado Corporation, whose address is 15427 County Road 74, Eaton, CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described as Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Six (6) North, Range Sixty-Six (66) West of the Sixth Principal Meridian, County of Weld, State of Colorado (the “Property”).

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

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

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

4. **Term.** The Temporary Easement shall begin fifteen (15) days after Grantor receives

written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the start of construction, whichever shall first occur.

The District, at its sole discretion, shall have the option to extend the Temporary Easement for one additional 12-month term. To extend, the District shall provide a minimum of 30 days' written notice to the Grantor of the District's intent to extend the Temporary Easement and remit four thousand three hundred eighty-six and 69/100 dollars (\$4,386.69) to Grantor prior to the expiration of the term of the Temporary Easement. In the event the Grantor's Property has been conveyed by Grantor during the term of the Temporary Easement, the successor in title to Grantor's Property, subject to this Temporary Easement, will provide the District with an executed IRS Form W-9, Request for Taxpayers Identification Number and Certification ("W-9") to facilitate payment of consideration for the Temporary Easement extension. If receipt of a W-9 from successor in title to Grantor's Property delays payment processing by the District beyond the expiration date of the original term of the Temporary Easement, such condition shall not serve to invalidate the District's option or extension of the Temporary Easement.

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

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

the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Temporary Easement.

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

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

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

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.

- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the start of construction, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

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

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Larimer County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Temporary Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Temporary Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the

District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

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

GRANTOR:
Don Anderson, Inc.,
A Colorado Corporation

By: _____
Barbara Ann Anderson, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Barbara Ann Anderson**, as **President for Don Anderson, Inc, a Colorado Corporation**.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

By _____

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

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by _____, of NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

TE-10

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

PARCEL 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARCEL 2

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

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

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

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

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

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

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

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

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

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

PARCEL 3

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

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

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

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

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

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

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

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

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

PARCEL 4

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

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

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

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

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

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

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

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

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

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

SURVEYORS STATEMENT

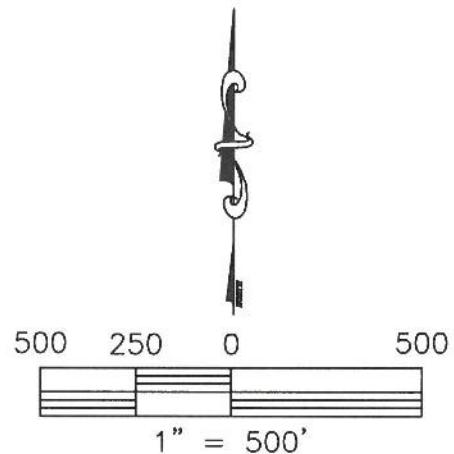
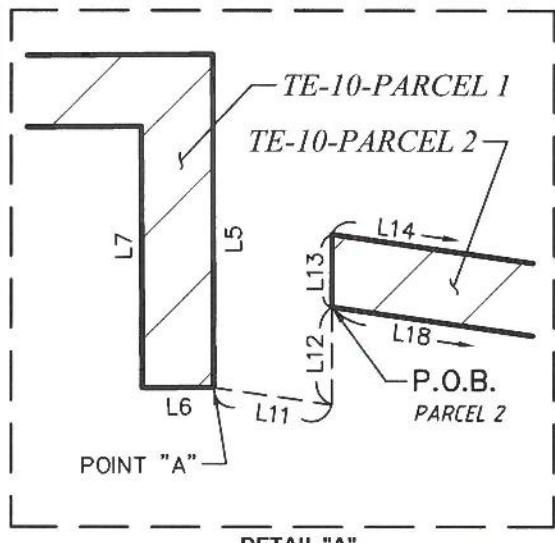
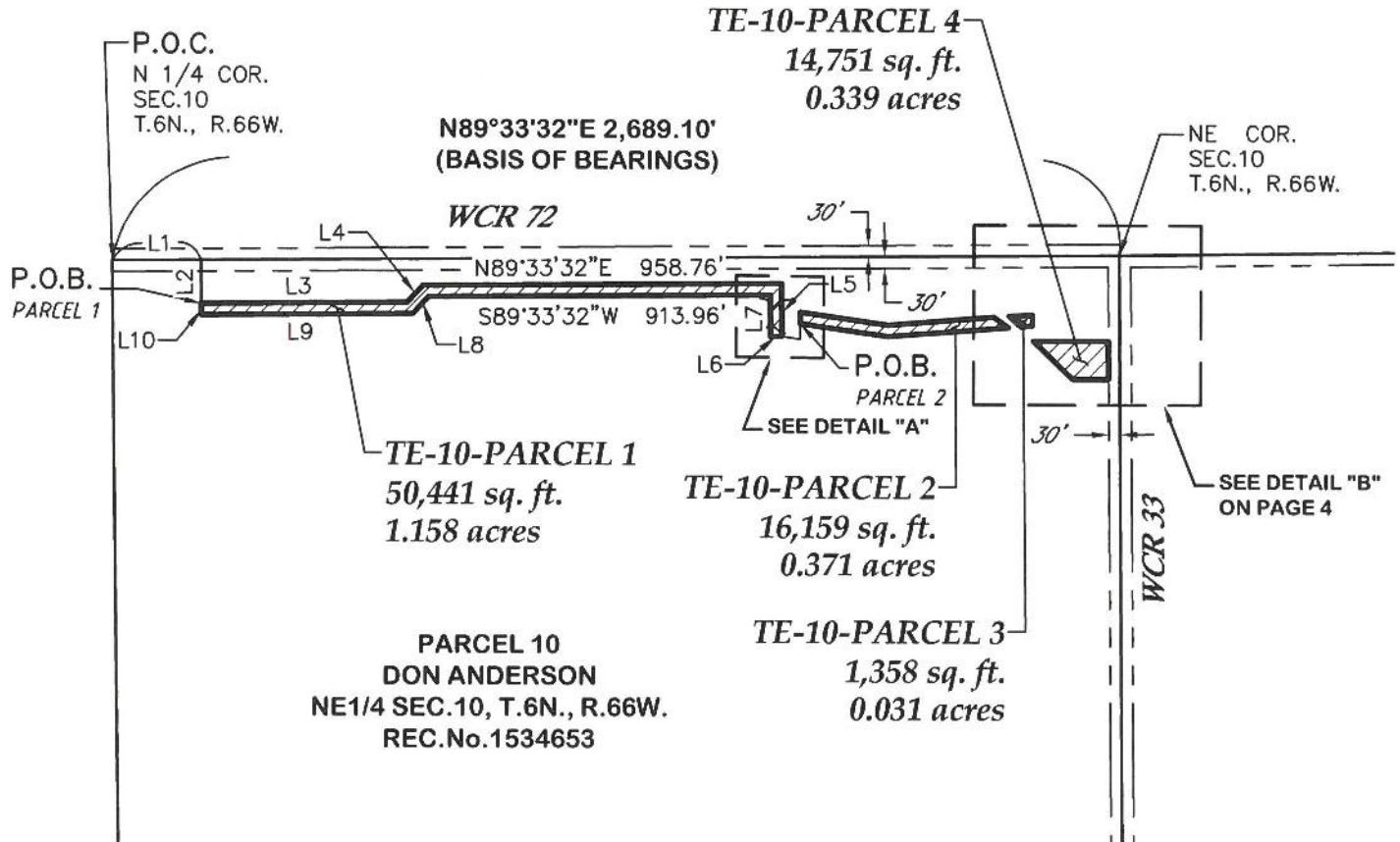
I, Vladislav D. Skrejev, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

KING SURVEYORS

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



LINE TABLE

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



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

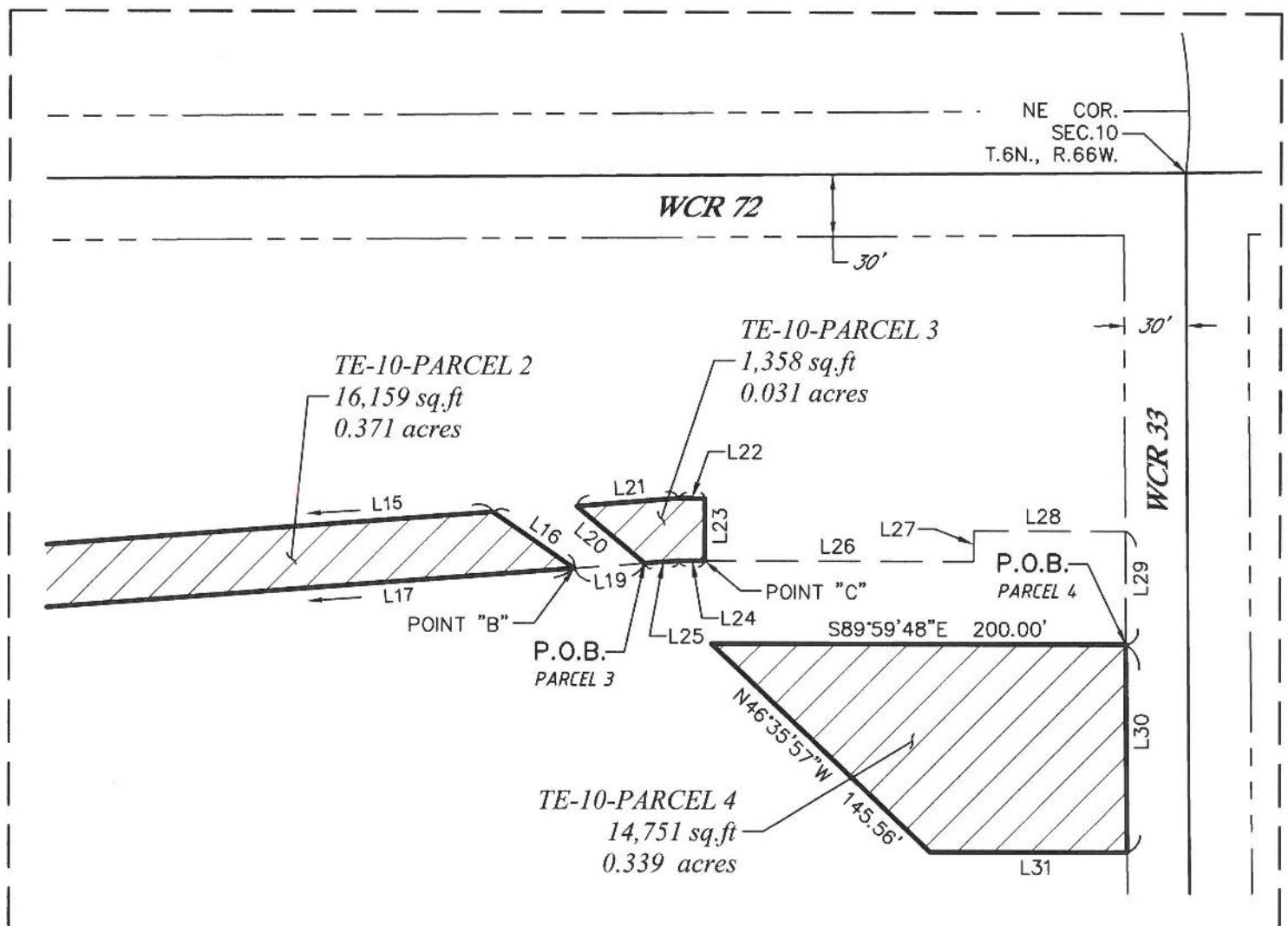
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NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than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

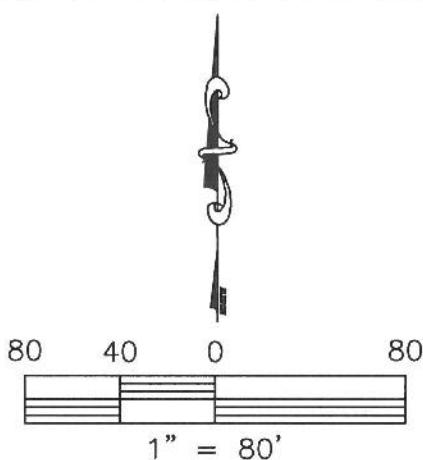


KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

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



DETAIL "B"
SCALE 1" = 80'



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

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



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

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

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



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

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC						
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.						
<input type="checkbox"/> Other (see instructions) ► _____						
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►
------------------	-------------------------------

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ³
8. Disregarded entity not owned by an individual	The grantor*
For this type of account:	Give name and EIN of:
9. A valid trust, estate, or pension trust	The owner
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity ⁴
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
12. Partnership or multi-member LLC	The organization
13. A broker or registered nominee	The partnership The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named _____

2. The entity is a:

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Governmental Subdivision or Agency | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Unincorporated Non-Profit Association | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> Other please explain: _____ | |

3. The entity was formed under the laws of the State of _____.

4. The mailing address for the entity is _____.

5. The name and position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is (*All Signatures are Required*)

• _____ Name _____ Title _____

6. *OPTIONAL*³ The authority of the foregoing person(s) to bind the entity is limited is not limited as follows: _____.

7. *OPTIONAL* Other matters concerning the manner in which the entity deals with its interest(s) in real property: _____.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. The Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this _____ day of _____, 20____.

Entity: _____

By: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____
of _____.

Witness my hand and official seal.

My commission expires: _____

_____ Notary Public

WHEN RECORDED RETURN TO: _____

From: Pishaki, Michael A <MAPishaki@dcpmidstream.com>
Sent: Monday, April 18, 2022 10:29:09 AM
To: Eric Reckentine <ericr@nwcwd.org>
Cc: Garret Mick <garretm@nwcwd.org>; Edens, Eric J <EEdens@dcpmidstream.com>
Subject: Allocation Transfer Request - DCP Midstream

Morning Eric – hope you enjoyed your holiday weekend! I really appreciate your time last week, it helped us determine a good path forward.

As discussed last week, we'd like to **move 4 of our water allocation shares from our Lucerne 2 plant (Acct# 4217000) to the older adjacent plant Lucerne 1 (Acct# 1811000)**. The request is in light of the recent flow control notices and surcharges we keep accruing at Lucerne 1. I believe in our meeting last week you stated we'd be moving "4 shares from premise 4217 to 1811" (if that helps).

Thanks again for everything and let me know if you need anything else.

Michael Pishaki
Sr. Regulatory Analyst
DCP Midstream
p: 970.378.6372 | c: 210.334.1716
mapishaki@dcpmidstream.com