

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest



COLORADO

Department of Public
Health & Environment

September 5, 2024

Mark Kempton
Solider Canyon Filter Plant
4424 La Porte Ave
Fort Collins, CO 80521

RE: Record of Approved Waterworks / Approval of Drinking Water Final Plans and Specifications for Construction
Solider Canyon Filter Plant, Soldier Canyon Re-rating Study
Public Water System Identification (PWSID) No. CO0135718, Larimer County
ES Project No. ES.24.DWDR.08502

Dear Mark Kempton:

The Colorado Department of Public Health and Environment (Department), Water Quality Control Division, Engineering Section has received and reviewed the Final Plans and Specifications for the Soldier Canyon Filter Plant's Soldier Canyon Re-rating study, in accordance with Section 11.4(1)(b) of the *Colorado Primary Drinking Water Regulations* (Regulation 11). The design meets or exceeds the requirements of the *State of Colorado Design Criteria For Potable Water Systems* (Design Criteria) and is hereby approved.

This approval is limited to the following:

- The Record of Approved Waterworks (RAW) has been updated and can be viewed/downloaded at www.colorado.gov/cdphe/raw and is also attached to this letter. All treatment plant updates that will be performed under this project have been recorded in the RAW and are highlighted in gray. The scope of work generally includes:
 - Increasing the treatment plant capacity from 60 MGD to 68 MGD, with the chlorine contact basin as the rate limiting process

Conditions of Approval:

The approval is subject to the following conditions:

General Requirements:

- The RAW serves as the approval of all sources, treatment, and water storage tanks for the public water system. This RAW must be incorporated into the Supplier of Water's Monitoring Plan. Any changes to the RAW must be requested in writing to the Department. The Department will modify the RAW following any future waterworks construction approvals and will provide the Supplier of Water an updated RAW. Additionally, the Department will review sources, treatment, storage tanks, and operations against the RAW during sanitary surveys and may make any necessary modifications to the RAW.
- Section 2.21 of the Design Criteria requires all chemicals and materials that come in contact with treated or partially treated water to be ANSI/NSF 60 and 61 certified, respectively, for potable water use.
- All wells, pipes, tanks and equipment that can convey or store water intended for potable use must be disinfected in accordance with current AWWA procedures prior to initial use as required in Sections 2.15, 6.6.2, 7.0.18 and 8.7.7 of the Design Criteria.
- All change orders or addenda that address treatment, storage or piping must be submitted to this office in duplicate for review and approval by the Department.
- Upon completion of construction and prior to commencement of operation, a completed "Drinking Water Construction Completion as Approved Certification Form" stating that the system was constructed as approved and the operational starting date must be submitted to the Department. This form is available at <https://www.colorado.gov/cdphe/wq-facility-design-and-approval-forms> under the "Drinking water construction complete form" heading.
- As required by Section 11.4(3)(b) of Regulation 11, if construction of the project is not commenced within one year from the date of this letter, this approval will expire and all information will be



required to be updated and resubmitted for review and approval by the Department. Please note that this requirement is specific to this approval and the associated commencement of construction and has no impact on other compliance deadlines that are set forth in Regulation 11 and that may be included in other communications that are issued by the Department.

Monitoring Requirements:

- Section 11.5(5) of Regulation 11 requires that systems submit any revisions to the Monitoring Plan within 30 days of the effective date of the change. Changes that are made under this approval may require updates to multiple parts of the Monitoring Plan. Information regarding monitoring plan requirements is available online at: <http://www.colorado.gov/cdphe/wqforms> on the Drinking Water page under the “Inventory/System Updates” heading.
- Lead and Copper Monitoring:
- In accordance with Part 11.26(2)(d)(iv)(D)(I) of Regulation 11, the Engineering Section reviewed the project scope to determine if lead and copper sampling requirement modifications are appropriate as a result of the project. Based on the project scope and in accordance with the *State of Colorado Design Criteria for Potable Water Systems* - Table A.2 Impacts to Corrosivity Categories (Category 1, no apparent impact to corrosivity), the Engineering Section recommends that the supplier’s lead and copper monitoring frequency and sample sites remain consistent with the supplier’s current monitoring schedule.

Facility Classification under Regulation 100:

- In accordance with the current Colorado Operators Certification Board regulations, the water treatment plant is a Class “A” water treatment facility.

The documents that were reviewed for this approval are as follows:

- Basis of Design Report - dated March 29, 2024 prepared by Stantec for the Soldier Canyon Filter Plant.
- Miscellaneous correspondence.

Please be advised of the following notifications and requirements that may apply to the project:

- Approval of this project is based only upon engineering design to provide safe potable water, as required by Regulation 11 and shall in no way influence local building department or local health department decisions on this project. This review does not relieve the owner from compliance with all Federal, State, and local regulations and requirements prior to construction nor from responsibility for proper engineering, construction, and operation of the facility.
- Any point source discharges of water from the facility are potentially subject to a discharge permit under the State Discharge Permit System. Any point source discharges to state waters without a permit are subject to civil or criminal enforcement action. If you have any questions regarding permit requirements contact the Permits Unit at 303-692-3500.

WQCD Engineering Section Feedback:

The Engineering Section is interested in gaining feedback about your experience during the engineering review process. Please take a moment to fill out our [survey](#).

Thank you for your time and cooperation in this matter. If you have any questions, please contact me either at 303-692-2837 or steven.daniels@state.co.us.

Sincerely,

Steven Daniels, EI
Review Engineer
Engineering Section | Water Quality Control Division
Colorado Department of Public Health & Environment

Encl: Record of Approved Waterworks

cc: Jacob Stephani, Solider Canyon Filter Plant ORC
Michelle Peters, Stantec
Chris Manley, Larimer County Health Department
Emily Wong, WQCD ES Engineering Review Unit Manager
WQCD DW Compliance Assurance Section

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Tuesday, October 14, 2024, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND 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. Notice: Solider Canyon Water Treatment Plant Upgrade Approved Increasing Capacity from 60 MGD to 68 MGD**
- 4. Action: Approve October 14, 2024, NWCWD Board Meeting Agenda**
- 5. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 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 September 3, 2024, Regular Meeting**
 - b. Draft Financials August and September 2024**
 - c. Invoices through September 3, 2024**
 - d. Approve Letter of Intent**
 - i. Drewer**
 - e. Steeley Transfer of Water Allocation and Plant Investment**
 - f. Harper Feed Lot Transfer of Water Allocations**
 - g. Asphalt Paving Contract Home Office**
 - h. Ditesco On Call Services Contract**
 - i. Newt III Work Change Directives**
 - i. BNSF Flagging**
 - ii. Waag Drain Relocation**
 - iii. Bohemian Irrigation & Road Relocation**
 - j. Tank 4 and 5 Maintenance Agreements**
 - i. USG Water Solution**
 - ii. Maguire Water**

7. Discussion: North Weld County Water District Draft 2025 Annual Budget (enclosures)
 - a. NWCWD 2025 Draft Budget Memo
 - b. SCWTA 2025 Final Budget Memo
8. Action: Timnath 36 Inch Line Lowering Project (enclosures)
 - a. Consider Approval of IGA with the Town of Timnath re Reimbursement for Construction Related Expenses
 - b. Contractor Selection and Contract
9. Action: Consider Approval Resolution of Necessity Resolution 20241014-01 Related to Zone 1 West Water Transmission Line Project (enclosures)
10. Action: Dairyman Tolling Agreement Request Related to Surcharge Fees (enclosures, separate cover privileged and confidential)
11. Action: Consider Approval Raw water Acquisition and Dedication Agreements (enclosures, separate cover privileged and confidential)
 - a. 20 Units C-BT
 - b. 60 Units C-BT
12. 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 Raw Water Acquisition, and a Request from Dairies for Tolling Agreement Related to Surcharge Fees.
13. District Manager's Report: (enclosures)
 - a. Tap Sales
 - b. Divide Irrigation Co. and NPIC Water Trade Letter
 - c. Lead and Copper Inventory Submitted to CDPHE
 - d. Larimer County Water Master Plan
14. Other Business

ADJOURN _____ .M.

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

Held: Tuesday, the 3rd day of September, 2024, at 8:30 A.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:

Tad Stout, President
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary (Arrived late)

Also present were Eric Reckentine and Garrett Mick, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Jamie Cotter, SpencerFane, District special counsel; Scott Holwick, Esq., LYNONS GADDIS, P.C., District special counsel; Richard Raines and Jan Sitterson, Water Resources; Michelle Sells, Tri-Hydro; Wendy Greenwald, The Solution PR; Nastassja Abercrombie and Sheeba Susai Manickam, Stantec; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout 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. Nelson, seconded by Ms. Hennen, the Board unanimously approved the agenda as amended.

PUBLIC COMMENT

None.

CONSENT AGENDA MATTERS

Upon a motion of Mr. Pettinger, seconded by Mr. Nelson, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from August 12, 2024, Regular Meeting
- b. Invoices through September 3, 2024
- c. Letter of Intent Single Lot
 - i. Jorgensen
- d. Stantec Master Plan Work Order
- e. Saddler Revised Notice to Serve Letter
- f. Rental of C-BT Carryover Capacity from CSU

Development Review Variance Request Wolf Creek Dairy

Mr. Reckentine discussed the Development Review Variance Request Wolf Creek Dairy with the Board. Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously approved the request.

Consider Adoption of Resolution No. 20240903-01: Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

Mr. White discussed the Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer with the Board. Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board unanimously approved the resolution.

Revised Lead and Copper Rules

Ms. Sells discussed the lead and copper rules as well as the reporting deadlines with the Board. It was noted that the District is working to identify the service line materials.

Scope of Work for Water Line Material Indemnification, Kinetic

Mr. Reckentine presented the scope of work for water line material indemnification to the Board. It was noted that bidding for the waterline material identification services is underway, however, the costs are excessive. The matter is deferred until the next meeting.

Consider Approval of NEWT III Pipeline Work Order Directive

Work Order Directive ELCO CR 3 Connection

Mr. Reckentine presented the Work Order Directive ELCO CR 3 Connection to the Board. Following discussion, upon a motion by

Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the work order.

IGA Interconnection ELCO Confirmation Letter	Mr. Reckentine presented the IGA Interconnection ELCO Confirmation Letter to the Board. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the letter.
Divide Irrigation Co. and NPIC Water Trade	Mr. Raines and Mr. Cockroft presented the Divide Irrigation Company and NPIC Water Trade to the Board. The Board discussed this matter further in an Executive Session.
Regional Master Plan Update and Capital Improvement Plan	Ms. Susai Manickam discussed the Regional Master Plan Update and Capital Improvement Plan with the Board in an Executive Session.
Proposed IGA Between the Town of Severance, Severance South and NWCWD Related to the Severance South Waterline	Mr. White and Mr. Reckentine presented the IGA between the Town of Severance, Severance South and NWCWD Related to the Severance South Waterline to the Board to allow Severance South developers to place a waterline in the Town’s right of way as a variance to the District’s policies. The matter was further discussed in an Executive Session.
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 Regional Master Plan and Capital Improvement Plan, Divide Irrigation Co. Water Trade and IGA with the Town of Severance and Severance South	Upon a motion of Mr. Nelson, seconded by Mr. Pettinger, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 9:36 a.m. for the purpose of receiving legal advice on and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Regional Master Plan and Capital Improvement Plan, Divide Irrigation Co. Water Trade and IGA with the Town of Severance and Severance South pursuant to Section 24-6-402(4)(b) & (e), C.R.S. Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District(s), constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S. Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during executive session. The Board reconvened in regular session at 11:12 a.m.
Public Relations and District Messaging Work Session	The Board engaged in a Public Relations and District Messaging Work Session with Ms. Greenwald. The Board discussed the

Directors' individual vision for the District and began to formulate a joint message regarding the District identity and goals.

DISTRICT MANAGER'S REPORT

Tap Sales Mr. Reckentine reported to the Board there were 73 taps sold to date.

Tri District Dinner October 10, 2024, Mill in Windsor Mr. Reckentine reported to the Board that the annual dinner has been scheduled.

Amended Water Service Agreement Discussions Mr. Reckentine reported to the Board that meetings are taking place with Eaton on the revised water service agreement.

OTHER BUSINESS Mr. Reckentine reported to the Board that the CBT quota from Northern Water increased from 7% to 8%.

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

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:36 a.m. on September 3, 2024 for the sole purpose of discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Regional Master Plan and Capital Improvement Plan, Divide Irrigation Co. Water Trade, and IGA with Town of Severance and Severance South. as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
August 31, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	3,965,751.57
1015 - COLO TRUST - GENERAL		15,234,502.28
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		37,993,881.90
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)		3,257,801.47
1105 - AR CONSTRUCTION METERS		164,872.01
1116 - ACCOUNTS RECEIVABLE		33,559.43
1230 - PREPAID INSURANCE		48,011.58
1300 - INVENTORY		2,124,065.59
		2,124,065.59

Total Current Assets 63,088,209.08

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,440,118.09
1405 - WATER RIGHTS OWNED		102,112,451.44
1407 - WATER STORAGE		6,572,497.14
1415 - MACHINERY & EQUIPMENT		2,600,943.63
1416 - DEPREC - MACH & EQUIP		(2,007,120.85)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		76,915,677.65
1426 - DEPREC - PIPELINES		(26,502,452.05)
1430 - STORAGE TANKS		3,626,714.18
1431 - DEPREC - STORAGE TANKS		(1,642,003.81)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(82,279.68)
1435 - PUMP STATIONS		5,974,705.89
1436 - DEPREC - PUMP STATIONS		(2,826,752.24)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(568,176.17)
1454 - CONSTRUCT IN PROGRESS		8,333,141.04
		8,333,141.04

Total Property and Equipment 178,886,262.50

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37
		0.37

Total Other Assets 22,849,611.07

Total Assets \$ 264,824,082.65

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	859,938.38
2216 - CONST MTR DEPOSITS		107,624.94
2230 - ACCRUED WAGES		74,373.11
2231 - ACCRUED COMP ABSENCES		162,037.28

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
August 31, 2024

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
	<hr/>	
Total Current Liabilities		2,284,632.74
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	2,224,785.12	
2227 - CURT PORT LONGTERM DEBT	2,025,000.00	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
	<hr/>	
Total Long-Term Liabilities		57,532,740.41
		<hr/>
Total Liabilities		59,817,373.15
Capital		
2800 - RETAINED EARNINGS	203,059,247.99	
Net Income	1,947,461.51	
	<hr/>	
Total Capital		205,006,709.50
		<hr/>
Total Liabilities & Capital	\$	<u>264,824,082.65</u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Eight Months Ending August 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,598,898.08	\$ 9,194,266.73	\$ 14,417,718.00	5,223,451.27	63.77
3111 - WATER ALLOC SURCHARGE	672,353.50	3,686,301.00	4,300,000.00	613,699.00	85.73
3112 - PLANT INVEST SURCHARGE	467,743.50	2,366,779.50	2,800,000.00	433,220.50	84.53
3113 - ADJUSTMENTS	261,871.17	870,051.78	0.00	(870,051.78)	0.00
3140 - CONST METER USAGE	79,071.54	267,085.44	213,282.00	(53,803.44)	125.23
3141 - CONSTR METER RENTAL	1,035.00	7,085.00	5,722.00	(1,363.00)	123.82
3142 - CONSTRUCT METER REPAIR	455.91	9,557.31	572.00	(8,985.31)	1,670.86
OPERATING	3,081,428.70	16,401,126.76	21,737,294.00	5,336,167.24	75.45
3210 INTEREST-COTRUST-GENERAL	243,715.72	1,965,295.88	1,500,000.00	(465,295.88)	131.02
3220 - PORT PARTONAGE AGFINITY	0.00	3,556.68	845.00	(2,711.68)	420.91
NON OPERATING	243,715.72	1,968,852.56	1,500,845.00	(468,007.56)	131.18
3310 - TAP (PI) FEES	43,800.00	3,876,900.00	3,300,000.00	(576,900.00)	117.48
3311 - DISTANCE FEES	16,500.00	637,000.00	180,186.00	(456,814.00)	353.52
3312 - WATER (ALLOCATION) FEE	147,000.00	257,250.00	210,000.00	(47,250.00)	122.50
3314 - INSTALLATION FEES	67,400.00	288,446.22	337,849.00	49,402.78	85.38
3315 - METER RELOCATION FEE	0.00	0.00	1,689.00	1,689.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	156,060.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	16,000.00	10,000.00	(6,000.00)	160.00
3321 - NON-POTABLE INSTALL	0.00	24,515.00	0.00	(24,515.00)	0.00
3330 - COMMITMENT LETTER FEE	0.00	1,700.00	0.00	(1,700.00)	0.00
3331 - REVIEW FEE	0.00	680.00	0.00	(680.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	274,700.00	5,175,751.33	4,195,784.00	(979,967.33)	123.36
3410 - WATER RENTAL	2,250.00	18,135.00	18,571.00	436.00	97.65
3415 - WSSC RETURN FLOW RENTAL	0.00	1,628.00	0.00	(1,628.00)	0.00
AG WATER	2,250.00	19,763.00	18,571.00	(1,192.00)	106.42
3500 - MISCELLANEOUS	0.00	86,059.66	0.00	(86,059.66)	0.00
3520 - TRANSFER FEES	400.00	4,800.00	10,000.00	5,200.00	48.00
3530 - RISE TOWER RENT	300.00	2,400.00	8,221.00	5,821.00	29.19
3540 - SAFETY GRANT (CSD)	0.00	20,667.89	0.00	(20,667.89)	0.00
MISCELLANEOUS	700.00	113,927.55	18,221.00	(95,706.55)	625.25
TOTAL REVENUES	3,602,794.42	23,679,421.20	27,470,715.00	3,791,293.80	86.20
OPERATING EXPENSE					
4110 - POTABLE WATER	421,709.27	2,285,083.12	3,278,725.90	993,642.78	69.69
4120 - RENTAL WATER	0.00	(12,750.00)	0.00	12,750.00	0.00
4130 - CARRYOVER	0.00	0.00	93,063.81	93,063.81	0.00
4140 - WINTER WATER	0.00	0.00	5,743.43	5,743.43	0.00
4150 - ASSESSMENTS	0.00	617,029.83	536,331.86	(80,697.97)	115.05
4160 - RULE 11 FEES	0.00	0.00	66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	2,982.00	11,962.00	14,280.00	2,318.00	83.77
WATER	(424,691.27)	(2,901,324.95)	(3,994,486.00)	(1,093,161.05)	72.63
4210 - SALARIES, FIELD	105,208.15	899,061.58	1,422,445.00	523,383.42	63.21
4220 - SALARIES, ENGINEERING	10,494.98	93,565.03	316,162.00	222,596.97	29.59
4240 - INSURANCE HEALTH	15,536.28	124,093.53	198,308.00	74,214.47	62.58
4250 - RETIREMENT	7,038.30	61,004.08	86,420.00	25,415.92	70.59
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	(3,424.27)	(2,577.03)	6,500.00	9,077.03	(39.65)
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(134,853.44)	(1,175,147.19)	(2,032,387.00)	(857,239.81)	57.82
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	2,053.87	38,115.84	60,000.00	21,884.16	63.53

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Eight Months Ending August 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4411 - LOCATES	829.47	7,728.39	17,000.00	9,271.61	45.46
4412 - FARM PROPERTIES	0.00	0.00	3,000.00	3,000.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,812.00	5,812.00	0.00
4414 - CONSTRUCTION METER	0.00	11,174.08	0.00	(11,174.08)	0.00
4415 - WATER LINES (REPAIRS)	22,499.54	150,034.22	473,000.00	322,965.78	31.72
4416 - APPURTENANCE(REPAIR)	133.15	25,337.61	225,000.00	199,662.39	11.26
4417 - METER SETTING	10,751.38	103,431.47	510,000.00	406,568.53	20.28
4418 - MASTER METERS	0.00	367.50	25,000.00	24,632.50	1.47
4419 - SERVICE WORK	0.00	193,159.68	130,000.00	(63,159.68)	148.58
4420 - STORAGE TANKS (O & M)	0.00	24,969.55	54,000.00	29,030.45	46.24
4430 - PUMP STATIONS (O & M)	38,089.46	142,782.67	285,000.00	142,217.33	50.10
4435 - CHLORINE STATION	0.00	561.05	5,520.00	4,958.95	10.16
4440 - EQUIPMENT	21,465.84	52,852.07	77,000.00	24,147.93	68.64
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,631.00	5,631.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	3,636.51	34,810.11	51,000.00	16,189.89	68.26
4460 - VEHICLES	8,293.35	131,106.42	104,040.00	(27,066.42)	126.02
4470 - SAFETY	350.00	68,892.41	20,400.00	(48,492.41)	337.71
4480 - CONTROL VAULTS	0.00	100.00	34,000.00	33,900.00	0.29
OPERATION & MAINTENANCE	(108,102.57)	(985,423.07)	(2,142,431.00)	(1,157,007.93)	46.00
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	23,750.87	131,467.05	184,722.00	53,254.95	71.17
4640 - METER VAULTS	0.00	15,405.25	0.00	(15,405.25)	0.00
4650 - FILL STATION	0.00	138.73	0.00	(138.73)	0.00
ELECTRICITY	(23,750.87)	(147,011.03)	(184,722.00)	(37,710.97)	79.59
4700 - COMMUNICATIONS	100.08	800.93	51,000.00	50,199.07	1.57
COMMUNICATIONS	(100.08)	(800.93)	(51,000.00)	(50,199.07)	1.57
4810 - GENERAL	2,749.51	22,930.08	75,500.00	52,569.92	30.37
4820 - AUTO	1,359.45	8,138.60	20,400.00	12,261.40	39.90
	2,546.96	29,774.68	76,500.00	46,725.32	38.92
INSURANCE	(6,655.92)	(60,843.36)	(172,400.00)	(111,556.64)	35.29
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	698,154.15	5,270,550.53	8,577,426.00	3,306,875.47	61.45
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	44,598.90	385,884.70	538,541.00	152,656.30	71.65
SALARIES	44,598.90	385,884.70	538,541.00	152,656.30	71.65
5210 - FICA	12,161.37	106,401.76	139,000.00	32,598.24	76.55
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	12,161.37	106,401.76	144,068.00	37,666.24	73.86
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	35,206.48	0.00	(35,206.48)	0.00
HEALTH INSURANCE	4,400.81	35,206.48	61,200.00	25,993.52	57.53
5400 - OFFICE UTILITIES	319.06	2,577.32	0.00	(2,577.32)	0.00
5401 - ELECTRICITY	1,238.54	6,665.56	10,200.00	3,534.44	65.35
5402 - PROPANE	0.00	8,991.80	7,140.00	(1,851.80)	125.94
5403 - TELEPHONE	0.00	38,254.62	23,460.00	(14,794.62)	163.06
5404 - CELL PHONE SERVICE	1,776.15	13,250.95	20,400.00	7,149.05	64.96
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,700.00	11,900.00	20,400.00	8,500.00	58.33
5407 - INTERNET	0.00	2,134.76	612.00	(1,522.76)	348.82

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Eight Months Ending August 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5409 - SECURITY CAMERAS	5,272.80	12,032.80	12,000.00	(32.80)	100.27
5410 - OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
5412 - PRINTERS	196.83	1,693.53	500.00	(1,193.53)	338.71
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	0.00	0.00	5,000.00	5,000.00	0.00
5441 - COMPUTER SUPPORT	6,115.26	48,956.08	67,570.00	18,613.92	72.45
5442 - HARDWARE (COMPUTERS)	0.00	5,113.18	0.00	(5,113.18)	0.00
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	0.00	16,134.90	30,600.00	14,465.10	52.73
5445 - SENSUS METER SUPPORT	0.00	7,400.00	3,060.00	(4,340.00)	241.83
OFFICE UTILITIES	16,618.64	175,105.50	211,907.00	36,801.50	82.63
5510 - OFFICE EXPENSES	15,498.65	156,066.15	178,609.00	22,542.85	87.38
5520 - POSTAGE	17.90	372.80	3,378.00	3,005.20	11.04
5530 - BANK / CREDIT CARD FEES	8,502.15	36,776.65	5,631.00	(31,145.65)	653.11
5540 - BUILDING MAINTENANCE	1,367.98	4,496.92	1,126.00	(3,370.92)	399.37
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,378.00	3,378.00	0.00
OFFICE EXPENSE	25,386.68	197,712.52	194,937.00	(2,775.52)	101.42
5610 - LEGAL	32,623.80	236,443.34	364,140.00	127,696.66	64.93
5620 - ACCOUNTING	2,000.00	66,000.00	51,000.00	(15,000.00)	129.41
5625 - EASEMENT FEES	0.00	800.00	0.00	(800.00)	0.00
5626 - RECORDING FEES	0.00	(58.00)	0.00	58.00	0.00
5630 - WATER TRANSFER FEES	0.00	4,943.50	4,000.00	(943.50)	123.59
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	0.00	39,772.05	208,080.00	168,307.95	19.11
5660 - MEMBERSHIP FEES	0.00	18,794.15	60,000.00	41,205.85	31.32
5680 - LAND ACQUISITION	845.50	35,497.75	100,000.00	64,502.25	35.50
PROFESSIONAL FEES	35,469.30	402,192.79	787,934.00	385,741.21	51.04
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	138,635.70	1,302,503.75	2,048,587.00	746,083.25	63.58
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
6300 - PUMP STATIONS	523,849.22	543,106.83	75,000.00	(468,106.83)	724.14
PUMP STATIONS	523,849.22	543,106.83	75,000.00	(468,106.83)	724.14
6410 - VEHICLES	102,627.79	195,641.19	220,000.00	24,358.81	88.93
EQUIPMENT	102,627.79	195,641.19	220,000.00	24,358.81	88.93
6505 - ENGINEERING	64,207.96	1,140,692.16	1,200,000.00	59,307.84	95.06
6510 - WATER LINES	0.00	6,121,657.63	19,700,000.00	13,578,342.37	31.07
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	37,209.25	0.00	(37,209.25)	0.00
SYSTEM	64,207.96	7,299,559.04	21,700,000.00	14,400,440.96	33.64
6610 - WATER RESOURCE MANAGER	0.00	851.33	0.00	(851.33)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Eight Months Ending August 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6620 - WATER RIGHTS	0.00	5,280,000.00	6,000,000.00	720,000.00	88.00
6630 - LEGAL (WRM)	6,405.84	30,266.70	310,000.00	279,733.30	9.76
6640 - STORAGE	19,812.33	319,235.36	0.00	(319,235.36)	0.00
WATER RIGHTS	26,218.17	5,630,353.39	6,510,000.00	879,646.61	86.49
6710 - EASEMENTS	70,786.00	315,008.24	75,000.00	(240,008.24)	420.01
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	5,675.00	5,000.00	(675.00)	113.50
LAND/EASEMENTS	70,786.00	320,683.24	180,000.00	(140,683.24)	178.16
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	787,689.14	14,017,801.57	29,685,000.00	15,667,198.43	47.22
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
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,602,901.08	23,681,112.27	27,547,095.00	3,865,982.73	85.97
TOTAL EXPENSES	1,657,265.99	21,733,650.76	44,793,042.00	23,059,391.24	48.52
PROFIT/LOSS	1,945,635.09	1,947,461.51	(17,245,947.00)	(19,193,408.51)	(11.29)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: August 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			2,581,654.61
Add: Cash Receipts			328,622.62
Less: Cash Disbursements			(4,099,822.38)
Add (Less) Other			5,155,296.72
Ending GL Balance			<u>3,965,751.57</u>
Ending Bank Balance			<u>7,122,954.60</u>
Add back deposits in transit	Aug 30, 2024	CJ083024	<u>58.00</u>
Total deposits in transit			58.00
(Less) outstanding checks			
	Nov 18, 2022	17106	(227.65)
	Nov 30, 2023	18286	(1,100.00)
	Nov 30, 2023	18288	(1,100.00)
	Nov 30, 2023	18299	(1,100.00)
	Nov 30, 2023	18302	(1,100.00)
	Nov 30, 2023	18305	(1,100.00)
	Jan 30, 2024	18494	(8,000.00)
	Feb 9, 2024	18529	(14.43)
	Mar 8, 2024	18644	(1,100.00)
	Apr 12, 2024	18758	(9.60)
	Apr 15, 2024	18768	(46.50)
	May 29, 2024	18891	(10,000.00)
	Jun 7, 2024	18910	(3,356.79)
	Jun 25, 2024	18976	(13.82)
	Jun 25, 2024	18980	(51.42)
	Jul 18, 2024	19051	(11.25)
	Jul 30, 2024	19080	(361,062.10)
	Aug 8, 2024	19108	(102,627.79)
	Aug 9, 2024	19116	(2,484,445.77)
	Aug 16, 2024	19130	(11,938.35)
	Aug 16, 2024	19140	(17,078.49)
	Aug 16, 2024	19143	(32,677.00)
	Aug 16, 2024	19144	(37,582.92)
	Aug 22, 2024	19147	(62.82)
	Aug 22, 2024	19148	(977.00)
	Aug 22, 2024	19149	(6,115.26)
	Aug 22, 2024	19150	(83,778.01)
	Aug 22, 2024	19151	(3,260.26)
	Aug 22, 2024	19152	(28.00)
	Aug 22, 2024	19153	(1,143.25)
	Aug 22, 2024	19154	(3,926.00)
	Aug 22, 2024	19155	(58.00)
	Aug 30, 2024	19157	(100.00)
	Aug 30, 2024	19158	(100.00)
	Aug 30, 2024	19159	(8,628.52)
	Aug 30, 2024	19160	(314.00)
	Aug 30, 2024	19161	(895.54)
	Aug 30, 2024	19162	(58.00)
	Aug 30, 2024	19163	(2,400.00)
	Aug 26, 2024	OL-0826202	<u>(1,340.00)</u>
Total outstanding checks			(3,188,928.54)
Add (Less) Other			
	Aug 30, 2024	CASH0830	1,433.25
	Aug 30, 2024	CC0830	12,306.65
	Aug 31, 2024	CC0831	6,435.28

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: August 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Aug 30, 2024	CCIH0822	2,521.75
Aug 29, 2024	CF0819	190.00
Aug 30, 2024	CF0820	497.50
Aug 30, 2024	DP0810	28.50
Aug 30, 2024	LB0822	6,683.33
Aug 27, 2024	MARS0819	380.25
Aug 28, 2024	MARS0820	556.50
Aug 30, 2024	MARS0821	634.50

Total other	31,667.51
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>3,965,751.57</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2024
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: August 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,288,831.58
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(54,329.30)
Ending GL Balance	<u>15,234,502.28</u>
Ending Bank Balance	15,234,502.28
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>15,234,502.28</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2024
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: August 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,356,430.81
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(2,356,430.81)</u>
Ending GL Balance	<u> </u>
Ending Bank Balance	<u> </u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u> 0.00</u>
Ending GL Balance	<u> </u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Aug 31, 2024
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: August 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	37,823,851.84
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>170,030.06</u>
Ending GL Balance	<u>37,993,881.90</u>
Ending Bank Balance	<u>37,993,881.90</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>37,993,881.90</u></u>

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
September 30, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	6,408,963.07
1015 - COLO TRUST - GENERAL		15,299,226.11
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		38,152,533.39
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)		3,585,153.21
1105 - AR CONSTRUCTION METERS		158,850.80
1116 - ACCOUNTS RECEIVABLE		16,811.02
1230 - PREPAID INSURANCE		41,552.66
1300 - INVENTORY		2,178,345.10

Total Current Assets 66,107,198.61

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,440,118.09
1405 - WATER RIGHTS OWNED		102,112,451.44
1407 - WATER STORAGE		6,572,497.14
1415 - MACHINERY & EQUIPMENT		2,600,943.63
1416 - DEPREC - MACH & EQUIP		(2,007,120.85)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		76,915,677.65
1426 - DEPREC - PIPELINES		(26,502,452.05)
1430 - STORAGE TANKS		3,626,714.18
1431 - DEPREC - STORAGE TANKS		(1,642,003.81)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(82,279.68)
1435 - PUMP STATIONS		5,974,705.89
1436 - DEPREC - PUMP STATIONS		(2,826,752.24)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(568,176.17)
1454 - CONSTRUCT IN PROGRESS		8,333,141.04

Total Property and Equipment 178,886,262.50

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37

Total Other Assets 22,849,611.07

Total Assets \$ 267,843,072.18

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	3,749,907.62
2216 - CONST MTR DEPOSITS		105,424.94
2230 - ACCRUED WAGES		74,373.11
2231 - ACCRUED COMP ABSENCES		162,037.28

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
September 30, 2024

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
	<hr/>	
Total Current Liabilities		5,172,401.98
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	2,224,785.12	
2227 - CURT PORT LONGTERM DEBT	2,025,000.00	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
	<hr/>	
Total Long-Term Liabilities		57,532,740.41
		<hr/>
Total Liabilities		62,705,142.39
Capital		
2800 - RETAINED EARNINGS	203,059,247.99	
Net Income	2,078,681.80	
	<hr/>	
Total Capital		205,137,929.79
		<hr/>
Total Liabilities & Capital	\$	<u>267,843,072.18</u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Nine Months Ending September 30, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,546,130.37	\$ 10,740,397.10	\$ 14,417,718.00	3,677,320.90	74.49
3111 - WATER ALLOC SURCHARGE	754,552.50	4,440,853.50	4,300,000.00	(140,853.50)	103.28
3112 - PLANT INVEST SURCHARGE	504,643.50	2,871,423.00	2,800,000.00	(71,423.00)	102.55
3113 - ADJUSTMENTS	462,520.90	1,332,572.68	0.00	(1,332,572.68)	0.00
3140 - CONST METER USAGE	34,119.56	301,205.00	213,282.00	(87,923.00)	141.22
3141 - CONSTR METER RENTAL	840.00	7,925.00	5,722.00	(2,203.00)	138.50
3142 - CONSTRUCT METER REPAIR	0.00	9,557.31	572.00	(8,985.31)	1,670.86
OPERATING	3,302,806.83	19,703,933.59	21,737,294.00	2,033,360.41	90.65
3210 INTEREST-COTRUST-GENERAL	223,375.32	2,188,671.20	1,500,000.00	(688,671.20)	145.91
3220 - PORT PARTONAGE AGFINITY	0.00	3,556.68	845.00	(2,711.68)	420.91
NON OPERATING	223,375.32	2,192,227.88	1,500,845.00	(691,382.88)	146.07
3310 - TAP (PI) FEES	219,000.00	4,095,900.00	3,300,000.00	(795,900.00)	124.12
3311 - DISTANCE FEES	35,000.00	672,000.00	180,186.00	(491,814.00)	372.95
3312 - WATER (ALLOCATION) FEE	0.00	257,250.00	210,000.00	(47,250.00)	122.50
3314 - INSTALLATION FEES	23,100.00	311,546.22	337,849.00	26,302.78	92.21
3315 - METER RELOCATION FEE	0.00	0.00	1,689.00	1,689.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	156,060.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE	5,000.00	21,000.00	10,000.00	(11,000.00)	210.00
3321 - NON-POTABLE INSTALL	2,100.00	26,615.00	0.00	(26,615.00)	0.00
3330 - COMMITMENT LETTER FEE	300.00	2,000.00	0.00	(2,000.00)	0.00
3331 - REVIEW FEE	120.00	800.00	0.00	(800.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	284,620.00	5,460,371.33	4,195,784.00	(1,264,587.33)	130.14
3410 - WATER RENTAL	0.00	18,135.00	18,571.00	436.00	97.65
3415 - WSSC RETURN FLOW RENTAL	0.00	1,628.00	0.00	(1,628.00)	0.00
AG WATER	0.00	19,763.00	18,571.00	(1,192.00)	106.42
3500 - MISCELLANEOUS	14,555.20	100,614.86	0.00	(100,614.86)	0.00
3520 - TRANSFER FEES	475.00	5,275.00	10,000.00	4,725.00	52.75
3530 - RISE TOWER RENT	536.64	2,936.64	8,221.00	5,284.36	35.72
3540 - SAFETY GRANT (CSD)	0.00	20,667.89	0.00	(20,667.89)	0.00
MISCELLANEOUS	15,566.84	129,494.39	18,221.00	(111,273.39)	710.69
TOTAL REVENUES	3,826,368.99	27,505,790.19	27,470,715.00	(35,075.19)	100.13
OPERATING EXPENSE					
4110 - POTABLE WATER	224,923.39	2,510,006.51	3,278,725.90	768,719.39	76.55
4120 - RENTAL WATER	0.00	(12,750.00)	0.00	12,750.00	0.00
4130 - CARRYOVER	10,714.60	10,714.60	93,063.81	82,349.21	11.51
4140 - WINTER WATER	0.00	0.00	5,743.43	5,743.43	0.00
4150 - ASSESSMENTS	0.00	617,029.83	536,331.86	(80,697.97)	115.05
4160 - RULE 11 FEES	0.00	0.00	66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	1,288.00	13,250.00	14,280.00	1,030.00	92.79
WATER	(236,925.99)	(3,138,250.94)	(3,994,486.00)	(856,235.06)	78.56
4210 - SALARIES, FIELD	101,788.19	1,000,849.77	1,422,445.00	421,595.23	70.36
4220 - SALARIES, ENGINEERING	10,732.75	104,297.78	316,162.00	211,864.22	32.99
4240 - INSURANCE HEALTH	16,928.24	141,021.77	198,308.00	57,286.23	71.11
4250 - RETIREMENT	7,038.30	68,042.38	86,420.00	18,377.62	78.73
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	0.00	(2,577.03)	6,500.00	9,077.03	(39.65)
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(136,487.48)	(1,311,634.67)	(2,032,387.00)	(720,752.33)	64.54
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	1,780.31	39,896.15	60,000.00	20,103.85	66.49

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4411 - LOCATES	857.85	8,586.24	17,000.00	8,413.76	50.51
4412 - FARM PROPERTIES	0.00	0.00	3,000.00	3,000.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,812.00	5,812.00	0.00
4414 - CONSTRUCTION METER	0.00	11,174.08	0.00	(11,174.08)	0.00
4415 - WATER LINES (REPAIRS)	1,667.30	151,701.52	473,000.00	321,298.48	32.07
4416 - APPURTENANCE(REPAIR)	0.00	25,337.61	225,000.00	199,662.39	11.26
4417 - METER SETTING	168.00	103,599.47	510,000.00	406,400.53	20.31
4418 - MASTER METERS	26,639.00	27,006.50	25,000.00	(2,006.50)	108.03
4419 - SERVICE WORK	1,621.00	194,780.68	130,000.00	(64,780.68)	149.83
4420 - STORAGE TANKS (O & M)	0.00	27,027.96	54,000.00	26,972.04	50.05
4430 - PUMP STATIONS (O & M)	44,435.62	187,218.29	285,000.00	97,781.71	65.69
4435 - CHLORINE STATION	13.32	574.37	5,520.00	4,945.63	10.41
4440 - EQUIPMENT	104.38	52,956.45	77,000.00	24,043.55	68.77
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,631.00	5,631.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	1,652.78	36,470.54	51,000.00	14,529.46	71.51
4460 - VEHICLES	4,290.56	135,521.95	104,040.00	(31,481.95)	130.26
4470 - SAFETY	350.00	69,242.41	20,400.00	(48,842.41)	339.42
4480 - CONTROL VAULTS	0.00	100.00	34,000.00	33,900.00	0.29
OPERATION & MAINTENANCE	(83,580.12)	(1,071,194.22)	(2,142,431.00)	(1,071,236.78)	50.00
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	18,959.12	150,426.17	184,722.00	34,295.83	81.43
4640 - METER VAULTS	0.00	15,405.25	0.00	(15,405.25)	0.00
4650 - FILL STATION	0.00	138.73	0.00	(138.73)	0.00
ELECTRICITY	(18,959.12)	(165,970.15)	(184,722.00)	(18,751.85)	89.85
4700 - COMMUNICATIONS	100.08	901.01	51,000.00	50,098.99	1.77
COMMUNICATIONS	(100.08)	(901.01)	(51,000.00)	(50,098.99)	1.77
4810 - GENERAL	2,943.51	25,873.59	75,500.00	49,626.41	34.27
4820 - AUTO	968.45	9,107.05	20,400.00	11,292.95	44.64
	2,546.96	32,321.64	76,500.00	44,178.36	42.25
INSURANCE	(6,458.92)	(67,302.28)	(172,400.00)	(105,097.72)	39.04
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	482,511.71	5,755,253.27	8,577,426.00	2,822,172.73	67.10
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	44,020.53	429,905.23	538,541.00	108,635.77	79.83
SALARIES	44,020.53	429,905.23	538,541.00	108,635.77	79.83
5210 - FICA	11,871.35	118,273.11	139,000.00	20,726.89	85.09
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	11,871.35	118,273.11	144,068.00	25,794.89	82.10
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	39,607.29	0.00	(39,607.29)	0.00
HEALTH INSURANCE	4,400.81	39,607.29	61,200.00	21,592.71	64.72
5400 - OFFICE UTILITIES	317.50	2,894.82	0.00	(2,894.82)	0.00
5401 - ELECTRICITY	2,626.36	9,291.92	10,200.00	908.08	91.10
5402 - PROPANE	0.00	8,991.80	7,140.00	(1,851.80)	125.94
5403 - TELEPHONE	45,172.57	83,427.19	23,460.00	(59,967.19)	355.61
5404 - CELL PHONE SERVICE	2,148.57	15,399.52	20,400.00	5,000.48	75.49
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	13,260.00	20,400.00	7,140.00	65.00
5407 - INTERNET	0.00	2,134.76	612.00	(1,522.76)	348.82

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	%
5409 - SECURITY CAMERAS	1,757.60	13,790.40	12,000.00	(1,790.40)	114.92
5410 - OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
5412 - PRINTERS	381.36	2,074.89	500.00	(1,574.89)	414.98
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	0.00	0.00	5,000.00	5,000.00	0.00
5441 - COMPUTER SUPPORT	6,114.26	55,070.34	67,570.00	12,499.66	81.50
5442 - HARDWARE (COMPUTERS)	0.00	5,113.18	0.00	(5,113.18)	0.00
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	815.17	16,950.07	30,600.00	13,649.93	55.39
5445 - SENSUS METER SUPPORT	0.00	7,400.00	3,060.00	(4,340.00)	241.83
OFFICE UTILITIES	60,693.39	235,798.89	211,907.00	(23,891.89)	111.27
5510 - OFFICE EXPENSES	10,275.62	166,341.77	178,609.00	12,267.23	93.13
5520 - POSTAGE	8.05	380.85	3,378.00	2,997.15	11.27
5530 - BANK / CREDIT CARD FEES	9,001.53	45,778.18	5,631.00	(40,147.18)	812.97
5540 - BUILDING MAINTENANCE	1,011.25	5,508.17	1,126.00	(4,382.17)	489.18
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,378.00	3,378.00	0.00
OFFICE EXPENSE	20,296.45	218,008.97	194,937.00	(23,071.97)	111.84
5610 - LEGAL	15,521.10	251,964.44	364,140.00	112,175.56	69.19
5620 - ACCOUNTING	2,000.00	93,100.00	51,000.00	(42,100.00)	182.55
5625 - EASEMENT FEES	0.00	800.00	0.00	(800.00)	0.00
5626 - RECORDING FEES	0.00	(58.00)	0.00	58.00	0.00
5630 - WATER TRANSFER FEES	0.00	4,943.50	4,000.00	(943.50)	123.59
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	18,962.50	58,734.55	208,080.00	149,345.45	28.23
5660 - MEMBERSHIP FEES	0.00	18,794.15	60,000.00	41,205.85	31.32
5680 - LAND ACQUISITION	409.32	35,907.07	100,000.00	64,092.93	35.91
PROFESSIONAL FEES	36,892.92	464,185.71	787,934.00	323,748.29	58.91
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	178,175.45	1,505,779.20	2,048,587.00	542,807.80	73.50
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
STORAGE TANKS	0.00	28,457.88	1,000,000.00	971,542.12	2.85
6300 - PUMP STATIONS	0.00	543,106.83	75,000.00	(468,106.83)	724.14
PUMP STATIONS	0.00	543,106.83	75,000.00	(468,106.83)	724.14
6410 - VEHICLES	0.00	195,641.19	220,000.00	24,358.81	88.93
EQUIPMENT	0.00	195,641.19	220,000.00	24,358.81	88.93
6505 - ENGINEERING	109,376.44	1,250,068.60	1,200,000.00	(50,068.60)	104.17
6510 - WATER LINES	2,622,687.26	8,744,344.89	19,700,000.00	10,955,655.11	44.39
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00
6545 - SCADA EQUIPMENT	10,794.25	48,003.50	0.00	(48,003.50)	0.00
6550 - SHOP/YARD	229,142.00	229,142.00	0.00	(229,142.00)	0.00
SYSTEM	2,971,999.95	10,271,558.99	21,700,000.00	11,428,441.01	47.33
6610 - WATER RESOURCE MANAGER	0.00	851.33	0.00	(851.33)	0.00

NORTH WELD COUNTY WATER DISTRICT
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For the Nine Months Ending September 30, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	0.00	5,280,000.00	6,000,000.00	720,000.00	88.00
6630 - LEGAL (WRM)	13,115.95	43,382.65	310,000.00	266,617.35	13.99
6640 - STORAGE	14,693.80	333,929.16	0.00	(333,929.16)	0.00
WATER RIGHTS	27,809.75	5,658,163.14	6,510,000.00	851,836.86	86.91
6710 - EASEMENTS	0.00	315,008.24	75,000.00	(240,008.24)	420.01
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	994.00	6,669.00	5,000.00	(1,669.00)	133.38
LAND/EASEMENTS	994.00	321,677.24	180,000.00	(141,677.24)	178.71
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	3,000,803.70	17,018,605.27	29,685,000.00	12,666,394.73	57.33
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
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,826,879.43	27,507,991.70	27,547,095.00	39,103.30	99.86
TOTAL EXPENSES	3,668,368.11	25,429,309.90	44,793,042.00	19,363,732.10	56.77
PROFIT/LOSS	158,511.32	2,078,681.80	(17,245,947.00)	(19,324,628.80)	(12.05)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		3,965,966.16
Add: Cash Receipts		359,614.82
Less: Cash Disbursements		(694,267.45)
Add (Less) Other		2,777,649.54
Ending GL Balance		<u>6,408,963.07</u>
Ending Bank Balance		6,929,598.18
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022 17106	(227.65)
	Nov 30, 2023 18286	(1,100.00)
	Nov 30, 2023 18288	(1,100.00)
	Nov 30, 2023 18299	(1,100.00)
	Nov 30, 2023 18302	(1,100.00)
	Nov 30, 2023 18305	(1,100.00)
	Jan 30, 2024 18494	(8,000.00)
	Feb 9, 2024 18529	(14.43)
	Mar 8, 2024 18644	(1,100.00)
	Apr 12, 2024 18758	(9.60)
	Apr 15, 2024 18768	(46.50)
	May 29, 2024 18891	(10,000.00)
	Jun 7, 2024 18910	(3,356.79)
	Jun 25, 2024 18976	(13.82)
	Jun 25, 2024 18980	(51.42)
	Jul 18, 2024 19051	(11.25)
	Aug 8, 2024 19108	(102,627.79)
	Sep 3, 2024 19168	(17,000.00)
	Sep 9, 2024 19186	(10,714.60)
	Sep 9, 2024 19190	(8,863.85)
	Sep 13, 2024 19210	(25.00)
	Sep 16, 2024 19213	(62.82)
	Sep 16, 2024 19214	(234.00)
	Sep 16, 2024 19215	(110.00)
	Sep 16, 2024 19216	(168.00)
	Sep 20, 2024 19217	(7.65)
	Sep 20, 2024 19218	(6,114.26)
	Sep 20, 2024 19219	(3,200.00)
	Sep 20, 2024 19220	(124.97)
	Sep 20, 2024 19221	(496.97)
	Sep 20, 2024 19222	(28.00)
	Sep 25, 2024 19225	(1,100.00)
	Sep 25, 2024 19226	(2,058.41)
	Sep 25, 2024 19227	(994.00)
	Sep 25, 2024 19229	(654.00)
	Sep 25, 2024 19230	(2,200.00)
	Sep 25, 2024 19232	(33.25)
	Sep 25, 2024 19233	(11,752.05)
	Sep 25, 2024 19234	(12,670.00)
	Sep 30, 2024 19235	(42.75)
	Sep 30, 2024 19236	(11,056.74)
	Sep 30, 2024 19237	(1,856.50)
	Sep 30, 2024 19238	(129.00)
	Sep 30, 2024 19239	(3,231.12)
	Sep 30, 2024 19240	(25,100.00)
	Sep 30, 2024 19241	(387.00)
	Sep 30, 2024 19242	(409.32)
	Sep 30, 2024 19243	(1,100.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2024

Filter Criteria includes: Report is printed in Detail Format.

	Sep 30, 2024	19244	(381.36)
	Sep 13, 2024	OL-0913202	(237,004.84)
	Sep 23, 2024	OL-0923202	(1,340.00)
	Sep 30, 2024	OL-0930202	(340.00)
	Sep 30, 2024	OL-0930202	(1,340.00)
	Sep 30, 2024	OL-0930202	(864.50)
	Sep 30, 2024	OL-0930202	(9,996.84)
	Sep 30, 2024	OL-0930202	(45,172.57)
	Sep 30, 2024	OL-0930202	(3,674.43)
Total outstanding checks			(552,998.05)
Add (Less) Other			
	Aug 30, 2024	CC0830	12,306.65
	Sep 4, 2024	CC0904	5,549.04
	Sep 5, 2024	CC0905	9,018.75
	Aug 30, 2024	CCIH0822	2,521.75
	Sep 5, 2024	CCIH0903	2,886.00
	Sep 19, 2024	GE0912	(28.50)
	Sep 30, 2024	MARS0920	109.25
Total other			32,362.94
Unreconciled difference			0.00
Ending GL Balance			6,408,963.07

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2024
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: September 30, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,234,502.28
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	64,723.83
Ending GL Balance	15,299,226.11
Ending Bank Balance	15,299,226.11
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	15,299,226.11

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2024
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: September 30, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		
Add: Cash Receipts		
Less: Cash Disbursements		
Add (Less) Other		_____
Ending GL Balance		=====
Ending Bank Balance		
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		=====

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2024
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: September 30, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	37,993,881.90
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	158,651.49
Ending GL Balance	38,152,533.39
Ending Bank Balance	38,152,533.39
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	38,152,533.39



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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October 8, 2024

Donald Drewer & Sandra Ogan-Drewer, Developer
38679 CR 33
Eaton, CO 80615

Subject: Water Service Request, Drewer Property, Single Family Residential Tap Request

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

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

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



NORTH WELD COUNTY WATER DISTRICT

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- 10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
- 11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
- 12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
- 13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
- 14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
- 15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
- 16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

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

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

Donald Drewer

Date

Sandra Ogan-Drewer

Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot A, RECORDED EXEMPTION NO. 0707-22-1 RE-5114, recorded March 2, 2012 as Reception No. 3828984, being part of the West 1/2 and the East 1/2 of the Northeast 1/4 of Section 22, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 38679 CR 33, Eaton, CO)

Weld County Parcel Number: 070722100008

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions		Lot Size greater than 0.33 Acres (14,375 sq. ft)				
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions		Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use				
50% Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions		Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise				
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)	INSTALLATION COST
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500
Base Portion of Plant Investment Fee	\$21,900
Distance Portion of Plant Investment Fee (10 miles)	\$5,000
TOTAL Up-Front COSTS PER TAP	\$105,500 Full Standard Tap
<p>A Line Extension is required to serve Lot A. The Line Extension required is approximately 1,400-feet of 4-inch waterline along the existing access road, to the Lot. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details.</p> <p style="text-align: center;">See Table 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>	
Price is valid for ten (10) business days from receiving this Letter.	
Minimum Pressure	35 psi
Normal Pressure Range	55 psi to 65 psi
Maximum Pressure	110 psi

Table No. 3 – Usage Rates and Fees

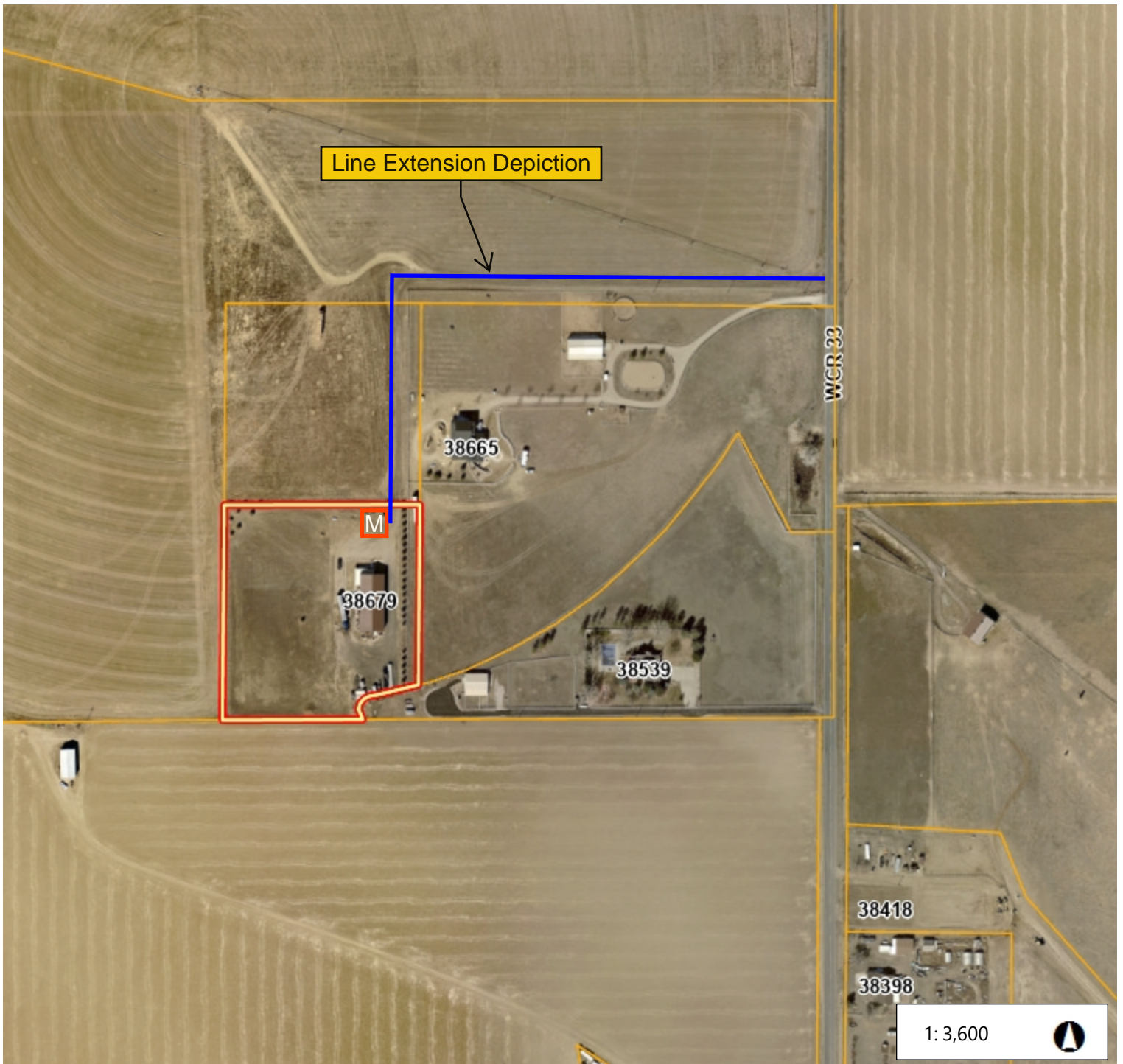
Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$28.50 Minimum
6,000 gallons and up	\$4.75 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
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Line Extension Depiction

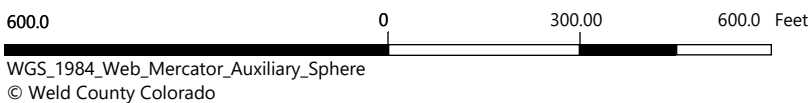


Legend

- Parcels
- Highway
- County Boundary

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

Lot A RE-5114, also known as 38679 CR 33.



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Steely Allocation Transfer

Building #1

Building #2

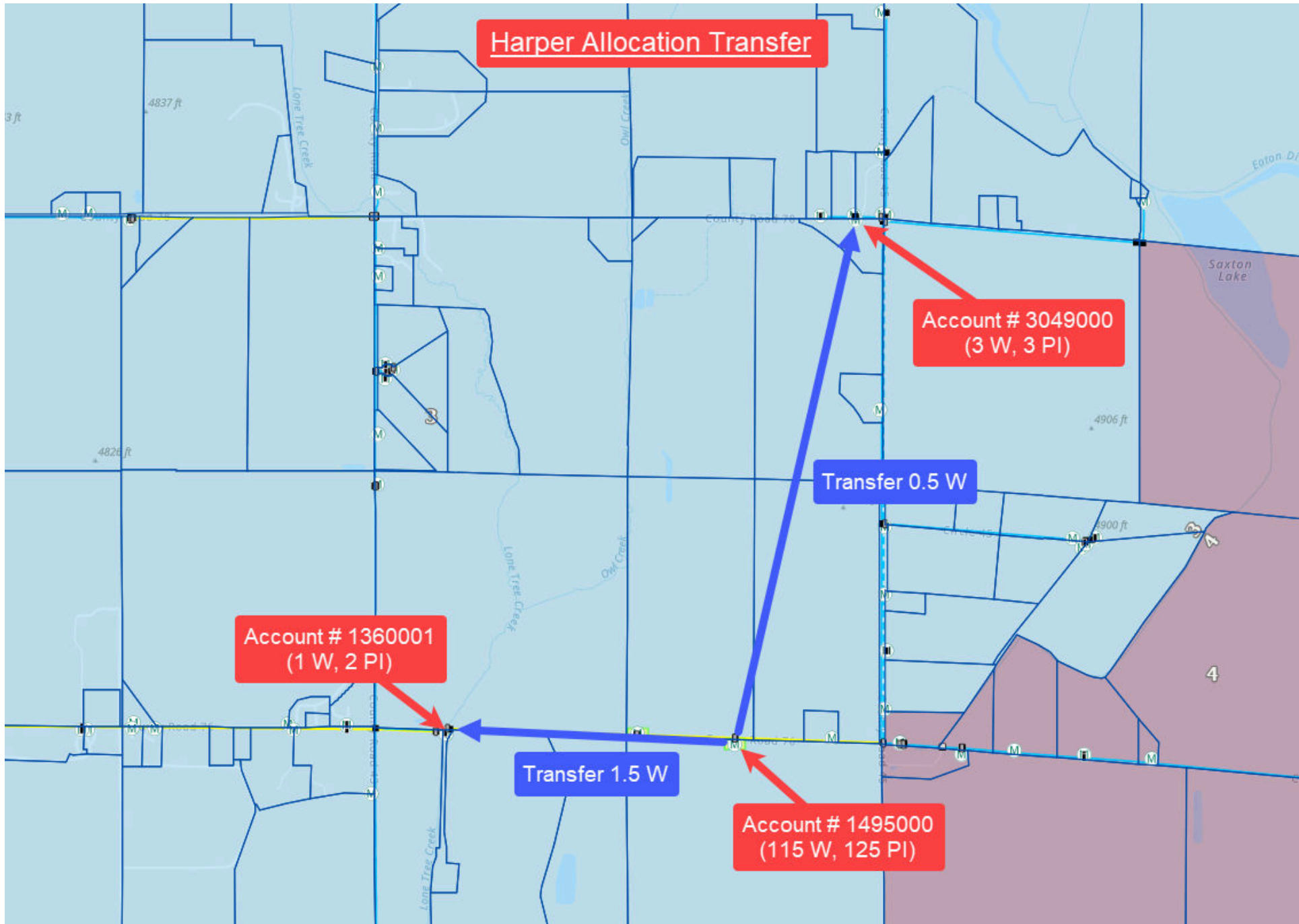
3614

4" PVC

Premise 3614 (1.5W & 2PI) currently serves 2 buildings. The owner would like to have each building on a separate tap. They are purchasing a 0.5 Water Allocation to get their tap up to 2W & 2PI, and then transferring 1W & 1PI from the existing tap to a new tap that will serve Building #2, along with paying the installation costs for the new tap. The existing tap will continue to serve Building #1. In the end, each building will be served by a separate tap, with each tap having 1W & 1PI.



Harper Allocation Transfer



**Account # 3049000
(3 W, 3 PI)**

Transfer 0.5 W

**Account # 1360001
(1 W, 2 PI)**

Transfer 1.5 W

**Account # 1495000
(115 W, 125 PI)**

NORTH WELD COUNTY WATER DISTRICT

Name of Contractor/Provider/Consultant: Shneider Paving, LLC

Title of Agreement/Contract: Parking Lot Asphalt Work

Agreement/Contract Date: September 16, 2024

This Contract (this "Agreement") is made by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective as of the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "**Services**"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in this Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. The District shall provide compensation for the Services provided under this Agreement in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of such expenses being incurred. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. The Contractor shall promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor, and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. **The Contractor is not entitled to receive workers' compensation benefits or unemployment insurance benefits from the District and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this Agreement.** The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor guarantees and warrants that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement, at its sole expense, to the reasonable

satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella; (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage; and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations, nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current

expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

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

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

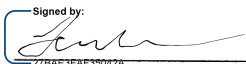
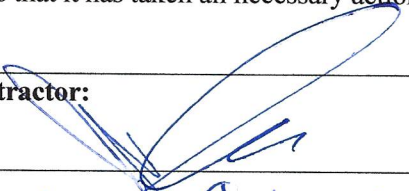
13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

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

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

<p>District:</p> <p>Signed by: </p> <p>By: _____</p> <p>Name: <u>Tad R. Stout</u></p> <p>Title: <u>NWCWD Board President</u></p>	<p>Contractor:</p> <p></p> <p>By: _____</p> <p>Name: <u>Ivan Schneider</u></p> <p>Title: <u>owner</u></p>
--	--

SCHNEIDER
PROPOSAL #4560

PAVING LLC
DATE: 9-8-2021

25530 CR 62 ½
Greeley, Co. 80631

Office: 970-350-0151
Direct: 970-396-1535

Stephanie@SchneiderPaving.com

North Weld Water
32825 Cr 39
Greeley, Co. 80631

Attn: Brad
970-3563020
bradh@nwcwd.org

Mill out existing asphalt in front parking lot and extend into the back fenced area. Approximately 39,640 square feet at \$5.55 per foot to remove, regrade and compact existing ground. Pave back with 2-lifts of hot mix asphalt and compact totaling 5"

Total: \$220,002

Delivery by email
rraines@scwtp.org

September 25, 2024

Mr. Eric Reckentine
General Manager
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

RE: Engineering Services – On Call

Dear Eric:

This scope of work proposal follows our recent discussions regarding Ditesco's regular engineering support for North Weld's water infrastructure. We have been supporting North Weld through model review, construction inspection, plan review, coating inspection, and other miscellaneous tasks. To formalize this work and relationship we discussed an on-call support contract. This scope of services letter is provided to support this contract. Ditesco would continue to support North Weld through requested services such as:

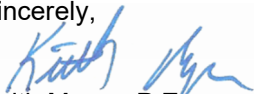
- Engineering design
- Design and plan review
- Hydraulic model review and evaluation
- Construction inspection and management
- Other services as requested

As you know this work is varied in nature and is hard to predict and develop a specific fee around. Often, the work is also an immediate need where quick response is necessary.

We would propose supporting North Weld through an annual not-to-exceed contract value of \$75,000 billed on a time and material basis according to the attached Exhibit A rate structure. We understand the contract would span three years, renewed annually at the option of North Weld.

Please let me know if you have any questions or require further information regarding this proposal. I can be reached by phone at 970.988.8605 and email keith.meyer@ditescoservices.com.

Sincerely,



Keith Meyer, P.E.

Cc: file

Exhibit A

Ditesco 2024 Rates

Role	Rate
President:	\$215.00 - \$297.00 per hour
Principal/VP:	\$185.00 - \$248.00 per hour
Department/Program Manager:	\$160.00 - \$204.00 per hour
Senior Project Manager:	\$155.00 - \$196.00 per hour
Project Manager:	\$146.00 - \$183.00 per hour
Associate Project Manager:	\$132.00 - \$163.00 per hour
Engineer:	\$128.00 - \$152.00 per hour
Associate Engineer:	\$120.00 - \$142.00 per hour
Project Engineer:	\$106.00 - \$132.00 per hour
Senior Construction Manager:	\$134.00 - \$187.00 per hour
Construction Manager/Resident Engineer:	\$128.00 - \$157.00 per hour
Associate Construction Manager:	\$102.00 - \$144.00 per hour
Inspector:	\$85.00 - \$124.00 per hour
Senior CAD Designer:	\$125.00 - \$154.00 per hour
CAD Designer:	\$90.00 - \$135.00 per hour
GIS Technician:	\$78.00 - \$141.00 per hour
Administrative:	\$70.00 - \$94.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate (if needed):	\$105.00 per day
Subconsultant Markup*:	None
All other costs at direct expense*	
Terms	30 days net

Tad Stout, President



Work Change Directive

NO.01

NEWT Pipeline Phase III

Owner:	NWCWD & ELCO (Districts)	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Pipeline Phase III	WCD Title:	BNSF Flagging
Contract Date:	12/15/2022	Date Issued:	02/29/2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- Contractor shall fulfill all railway flagger and inspector requirements for work within the Burlington Northern and Santa Fe Railway (BNSF) Right-Of-Way (ROW), including:
 - The Contractor shall coordinate with BNSF and Wilson & Company regarding the executed license agreement, the estimated duration of construction within the ROW of **30-days**, and invoicing.
 - The Contractor is responsible for pre-payment of inspector and Roadway Worker In Charge (RWIC) fees (i.e. flagger fees). The **Contractor shall ensure a sufficient number of days to complete construction have been fully funded.**
 - The Contractor shall maintain a positive balance of pre-paid flagger fees throughout the course of construction within the ROW to prevent a potential work stoppage.
 - Fees paid by the Contractor shall be reimbursed by the Districts with the Construction Manager's Fee of 9% applied, unless the value of the described work is absorbed into the CMP Contract.
 - If a positive balance remains after construction within the BNSF ROW is complete, the balance shall be returned to the owner as a credit and the Construction Manager's fee applied to the balance shall be refunded.

ATTACHMENTS

- Pipeline License Agreement with BNSF Railway Company (Tracking #23-16856)
- BNSF Utility Inspector Coordinator Process flow chart

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- Work within the BNSF ROW is subject to continuous monitoring and inspection by BNSF staff and/or their scheduling agent, Wilson & Company, commonly referred to as "flaggers". Flagger fees must be pre-paid before flaggers can be scheduled. No construction can begin within the ROW before flaggers have been scheduled. A positive balance of flagger fees must be maintained. BNSF withholds the right to stop work within the ROW should flagger fees be depleted.
- The Contractor's flexibility in making EFT payments to Wilson & Company will be utilized to expedite flagger scheduling and mitigate the risk of depleting flagger fees.



- This Work Change Directive authorizes the Contractor to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in the Contract.

**ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES
(NON-BINDING, PRELIMINARY)**

Contract Price:	\$148,813.03*	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change

**\$132,250.00 is the cost of raw work, minus all contractor fees, for consideration of absorption into GMP.*

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Cost of the Work	<input checked="" type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

By: Isaiah Surber
Isaiah Surber
 Title: Associate Project Manager
 Date: 8/27/2024

AUTHORIZED BY OWNER (NWCWD)

By:
 Title:
 Date:

AUTHORIZED BY OWNER (ELCO)

By:
 Title:
 Date:

CHANGE ORDER REQUEST

1



Title: WCD NO.01 - BNSF Right-of-Way Coordination

Project Name: NEWT Pipeline Phase 3

Project Address: 317 North Co Road 5
Fort Collins, CO 80524

COR Date: 07/22/2024

Garney Construction Job Number: 7433

Customer Job Number:

Customer Reference Number: Work Change Directive No. 01

Our Information

Garney Construction

1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District

32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

- Contractor coordinated 40 shifts of railway flagger and inspector requirements for work within the Burlington Northern and Santa Fe Railway (BNSF) Right-Of-Way (ROW).

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Engineer - Jarrod Pacheco	12	ST	\$94.00	\$1,128.00
Hours Subtotals: ST: 12			Total Labor:	\$1,128.00

Other

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Wilson & Company - Invoice 2382316856-4	1	LS	\$42,800.00	\$42,800.00
Wilson & Company - Invoice 2382316856-3	1	LS	\$89,450.00	\$89,450.00
			Total Other:	\$132,250.00

Subtotal		\$133,378.00
Bond - 1% of Total Contract Amount (Subtotal)	1.000%	\$1,333.78
Insurance - 1.36% Total Contract Amount (Subtotal)	1.360%	\$1,813.94
Total		\$136,525.72
Construction Manager Fee	9.000%	\$12,287.31
Requested Total		\$148,813.03

Terms & Conditions



Wilson & Company, Inc.,
 Engineers & Architects
 PO Box 74954
 Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: Garney Construction
 1700 Swift Street
 North Kansas City, MO 64116

Invoice No: 2382316856 - 4
 Invoice Date: June 18, 2024

Permit Tracking No.: 23-16856
 Division: Powder River
 Subdiv.: Front Range
 Station: Fort Collins
 MP: 78.35
 L.S.: 0476
 State: CO

Project: Utility Inspection & Roadway Worker In Charge Services

Project 2382316856 BNSF PR UIC 23W-16856 North Weld Cnty

Additional Invoice for IC/RWIC Days, Overtime, & Remobilizations

Permit Description: 54" Steel Casing w/ 48" Steel Carrier for Potable Water @ 16.1' Under Rail

Inspection	# Units	Unit Price		Total Amount
Inspection	10	\$1,400.00	per 10 hour day	\$14,000.00
Inspection Overtime	20	\$155.00	per hour over 10	\$3,100.00
Inspection Re-Mobilization	4	\$400.00	each	\$1,600.00
Total Inspection:				\$18,700.00

Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC	10	\$1,400.00	per 10 hour day	\$14,000.00
RWIC Overtime	60	\$155.00	per hour over 10	\$9,300.00
RWIC Mobilization	2	\$400.00	each	\$800.00
Total (RWIC):				\$24,100.00

Invoice Amount: \$42,800.00

PAYMENT DUE UPON RECEIPT

*Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- For Electronic Payments, see attached instructions.
- Credit Card Payments will include an additional 3.29% Non-Cash Adjustment

- 1. Standard of Care.** The standard of care for all services performed or furnished by Wilson & Company (Scheduling Agent) under this Agreement will be the skill and care used by members of the profession practicing under similar circumstances at the same time and in the same locality. Scheduling Agent makes no warranties, express or implied, under this Agreement or otherwise, in connection with Scheduling Agent's services. The Scheduling Agent is not responsible for any work performed by the Licensee or its Representatives.
- 2. Mutual Indemnification.** To the fullest extent permitted by law, Scheduling Agent, Licensee (or Licensee's representative) each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subcontractors in the performance of services under this Agreement, as adjudicated in a court of competent jurisdiction, or an arbitration order. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Scheduling Agent and Licensee, or Licensee's representative, they shall be borne by each party in proportion to its negligence.
- 3. Force Majeure.** Scheduling Agent shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control.
- 4. Cancellation:** Prior to the start of the project, the Licensee or Licensee's representative, shall notify Scheduling Agent of cancellation at least 48 hours in advance of project start to avoid minimum charges outlined in the attached invoice. Subsequent to project start, the Scheduling Agent shall be notified at least 24 hours in advance in the event of cancellation, rescheduling, or completion of services, to avoid minimum charges outlined in the attached invoice.
 - ❖ All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.
- 5. Payment.** Licensee agrees to pay the Scheduling Agent in advance for the services stated in the attached invoice. Prepayment is required to avoid construction delays or cancellation charges. A positive balance shall be maintained, or work activities on BNSF right-of-way may be stopped at the Scheduling Agent's sole discretion. Unused funds will be refunded by the Scheduling Agent after the project is completed and reconciled, provided the Licensee has no outstanding balances with the Scheduling Agent.
- 6. Multiple Permits.** Services provided on multiple permits on a single day, will be assessed and charged individually per day, plus applicable mobilization fees per permit.
- 7. Service Duration.** For all projects not fully completed within the prepaid balance or projected to exceed the prepaid balance, the Licensee agrees to pay additional invoicing. The duration of required services includes all phases of the project, including final installation of utilities through carrier pipes.
- 8. Forfeiture.** Inspection and RWIC services are required under the terms of the licensee's agreement to utilize BNSF right-of-way. Failure to schedule Inspection and RWIC services with the Scheduling Agent shall result in the forfeiture of all funds paid for these services. Refund checks not cashed within 90 days will be voided and the funds forfeited to the Scheduling Agent.
- 9. Acceptance.** Payment by Licensee, or its representative, acknowledges and constitutes agreement to the services and these terms and conditions, without modification, by Licensee and its representative.

Electronic Payment Information:

Routing/ABA: 101100621

Sunflower Bank
2070 S. Ohio Street
Salina, KS 67401

For Account # 0109146348

Wilson & Company Inc., Engineers & Architects
4401 Masthead Street NE
Suite 150
Albuquerque, NM 87109

Mailing Instructions for Checks:

▶ Remittances sent via **first class mail**:

Wilson & Company Inc, Engineers & Architects Utility Inspection
PO Box 74954
Chicago IL 60675-4954

▶ Remittance packages via **overnight delivery** (i.e. Federal Express, UPS, USPS, etc.):
Please note: Bank will not accept first class mail deliveries to this address

Wilson & Company Inc, Engineers & Architects Utility Inspection
Dept # 74954
5450 N Cumberland Ave
Chicago, IL 60656

Note to Licensee:

Wilson & Company does not complete vendor forms for Utility Inspector Coordinator services as we are acting in our capacity as the authorized agent of BNSF for inspection coordination of permitted utility crossings. Information needed to process payments is only provided in the format given on this form. Utility Inspector and RWIC services have already been agreed to under section 7.2 of the Licensee's agreement with BNSF to utilize their private ROW, and per the agreement the permitted project cannot utilize BNSF ROW without them.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Wilson & Company, Inc., Engineers & Architects</p>	
		<p>2 Business name/disregarded entity name, if different from above</p>	
		<p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>4401 Masthead Street NE, Suite 150</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code</p> <p>Albuquerque, NM 87109</p>	
		<p>7 List account number(s) here (optional)</p>	

Remit to: PO Box 74954, Chicago, IL 60675-4954

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									
or									
Employer identification number									
4	8	-	1	1	7	6	3	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 03/21/2023
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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.



Wilson & Company, Inc.,
 Engineers & Architects
 PO Box 74954
 Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: Garney Construction
 1700 Swift Street
 North Kansas City, MO 64116

Invoice No: 2382316856 - 3
 Invoice Date: March 13, 2024

Permit Tracking No.: 23-16856
 Division: Powder River
 Subdiv.: Front Range
 Station: Fort Collins
 MP: 78.35
 L.S.: 0476
 State: CO

Project: Utility Inspection & Roadway Worker In Charge Services

Project 2382316856 BNSF PR UIC 23W-16856 North Weld Cnty
 Permit Description: 54" Steel Casing w/ 48" Steel Carrier for Potable Water @ 16.1' Under Rail

Inspection	# Units	Unit Price		Total Amount
Inspection	30	\$1,400.00	per 10 hour day	\$42,000.00
Inspector Mobilization	1	\$400.00	each	\$400.00
Inspection Overtime	15	\$155.00	per hour over 10	\$2,325.00
Inspection Re-Mobilization	1	\$400.00	each	\$400.00
Total Inspection:				\$45,125.00

Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC	30	\$1,400.00	per 10 hour day	\$42,000.00
RWIC Overtime	15	\$155.00	per hour over 10	\$2,325.00
Total (RWIC):				\$44,325.00

Invoice Amount: \$89,450.00

PAYMENT DUE UPON RECEIPT

*Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- For Electronic Payments, see attached instructions.
- Credit Card Payments will include an additional 3.29% Non-Cash Adjustment



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131
tel +1 817-352-1048

November 10, 2023

North Weld County Water District & East Larimer County Water District
Attention: Randy Siddens
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522

23w-16856

Dear Siddens:

Enclosed please find one (1) fully executed Pipeline License Agreement. A copy of the executed agreement must be available upon request at the job site as authorization to do the work. ***Please contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 533-2891 (option 7).***

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information, please contact me at (817) 352-1048

Sincerely,

Melissa Woodruff
Manager - Permits

Enclosure

cc: wilsoncompany.utility.ic@wilsonco.com
bnsf.info@railpros.com
bradford.gallatin@bnsf.com - BNSF Roadmaster

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective November 27, 2023(the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, forty eight (48") inches in diameter inside a fifty four inch (54") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fort Collins, County of Larimer, State of CO, Line Segment 0476, Mile Post 78.35 as shown on the attached Drawing No. 87165, dated March 15, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for so long as Licensee utilizes the pipeline, as describe herein, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of seven thousand four hundred and no/100 dollars (\$7,400) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster bradford.gallatin@bnsf.com or 308-641-9670, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
 - a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon

request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: North Weld County Water District & East Larimer County Water District
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131

DocuSigned by:
By: Patricia Villegas
Patricia Villegas
Vice President

LICENSEE:

NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT,

By: Andrew West
[Name] Andrew West
[Title] Project Engineer - Diteso, LLC

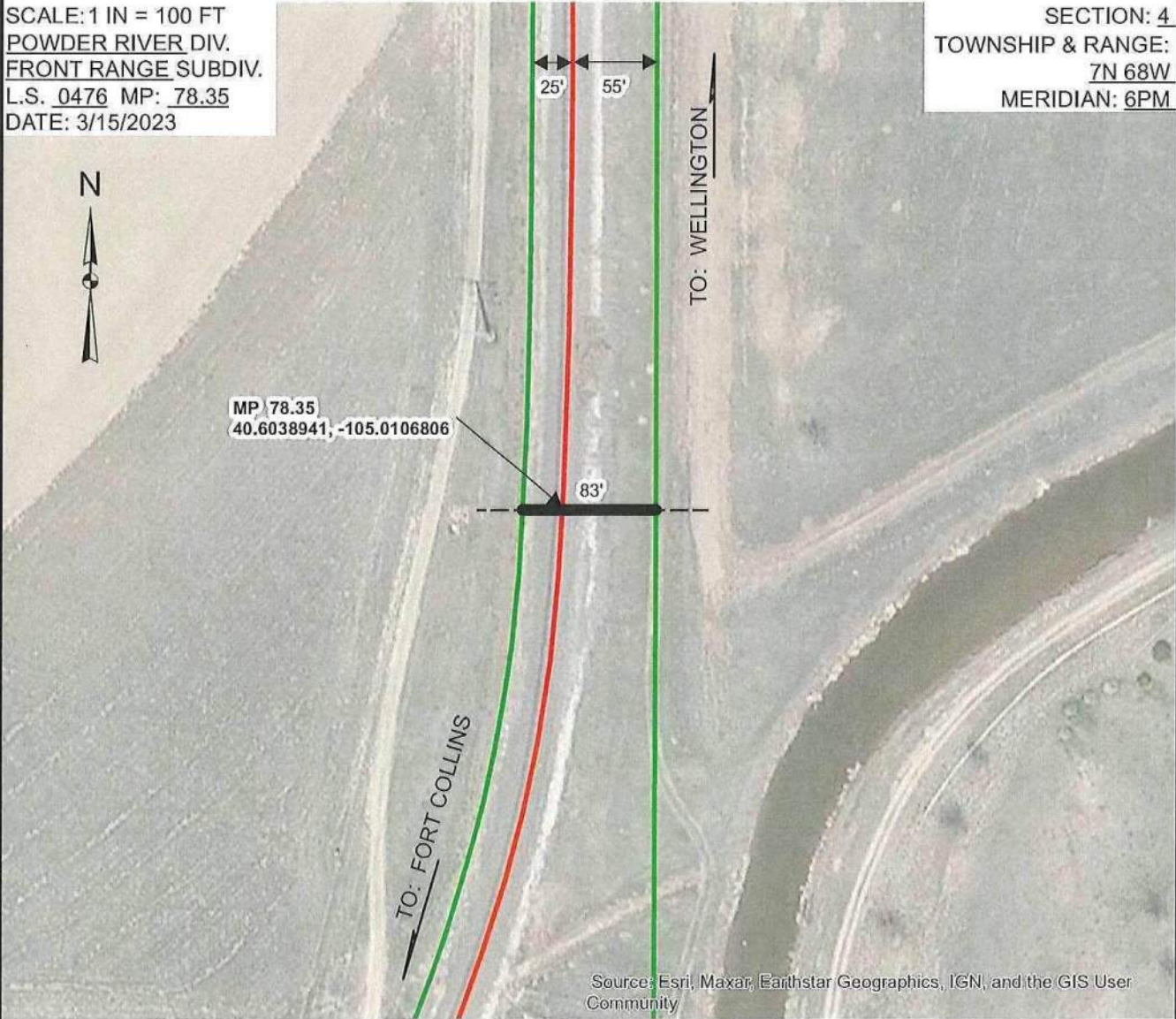
By: Tad Stout (Tad Stout)
NWCAD, President

By: Mike Sheid (Mike Sheid)
ELCO General Manager

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 POWDER RIVER DIV.
 FRONT RANGE SUBDIV.
 L.S. 0476 MP: 78.35
 DATE: 3/15/2023

SECTION: 4
 TOWNSHIP & RANGE:
7N 68W
 MERIDIAN: 6PM



Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>48"</u>	<u>54"</u>	LENGTH ON RW:	<u>83'</u>	<u>83'</u>
CONTENTS:	<u>POTABLE WATER</u>		WORKING PRESSURE:	<u>191 PSI</u>	
PIPE MATERIAL:	<u>STEEL</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING	<u>16.1'</u>	
SPECIFICATIONS / GRADE:	<u>A139 GRADE C</u>	<u>A139 GRADE B</u>	BURY: NATURAL GROUND	<u>8.6'</u>	
WALL THICKNESS:	<u>0.219"</u>	<u>0.719"</u>	BURY: ROADWAY DITCHES	<u>8.6'</u>	
COATING:	<u>POLYURETHANE</u>	<u>-</u>	CATHODIC PROTECTION	<u>YES</u>	

VENTS: NUMBER 1 SIZE 6" HEIGHT OF VENT ABOVE GROUND 4'
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FORT COLLINS
 COUNTY OF LARIMER

STATE OF CO

JPM



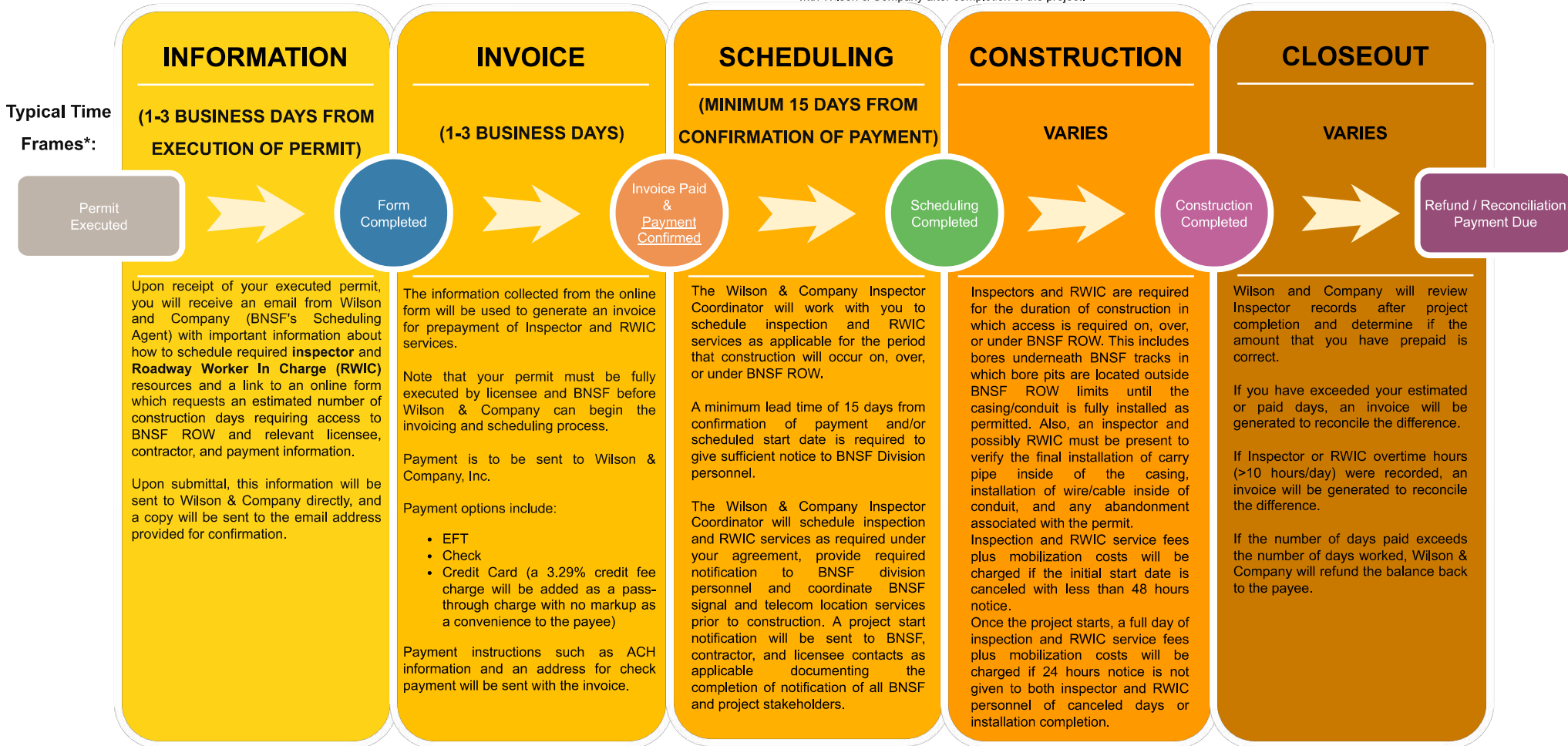
Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



Work Change Directive

NO.02

NEWT Phase III Pipeline

Owner:	NWCWD & ELCO	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Phase 3 Pipeline	WCD Title:	Waag Drain Relocation
Contract Date:	12/15/2022	Date Issued:	06/18//2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- The contractor shall perform all tasks associated with the relocation of the field drain outside the Northern limits of the NEWT 3 Permanent Easement (PE). This includes:
 - Placing connection of the new drainage line at approximately station 261+50 and installing the new 6" line (PVC SDR 35 or PS 46 as specified in C-502) until approximately station 266+50 for the outlet location (discharge at No-Name Ditch).
 - Maintaining a minimum offset of 5 feet from the PE for the new alignment.
 - Following appropriate methods and procedures for backfilling and compacting of the new drainage line.
- The contractor shall leave the existing 6" clay drain line abandoned in place.
- Fees paid by the Contractor shall be reimbursed by the Districts with the Construction Manager's Fee of 9% applied, unless the value of the described work is absorbed into the CMP Contract.

ATTACHMENTS

- Exhibit A – PP-121, PP-122

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- The existing 6" clay field drain on the Waag Property (approx. sta. 261+50 – 266+50) currently resides in a location that has been deemed 'in conflict' with the installation of the NEWT 3 Pipeline. The re-routing (outside of the NEWT 3 PE) of this existing field drain will avoid damages during installation of the NEWT 3 Pipeline, as well as avoiding future conflicts within the NEWT 3 PE.
- This Work Change Directive authorizes the Contractor to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in the Contract.

**ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES
(NON-BINDING, PRELIMINARY)**

Contract Price:	\$ 15,527.24	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> NA

**\$13,916.73 is the cost of raw work, minus all contractor fees, for consideration of absorption into GMP.*

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Cost of the Work	<input checked="" type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

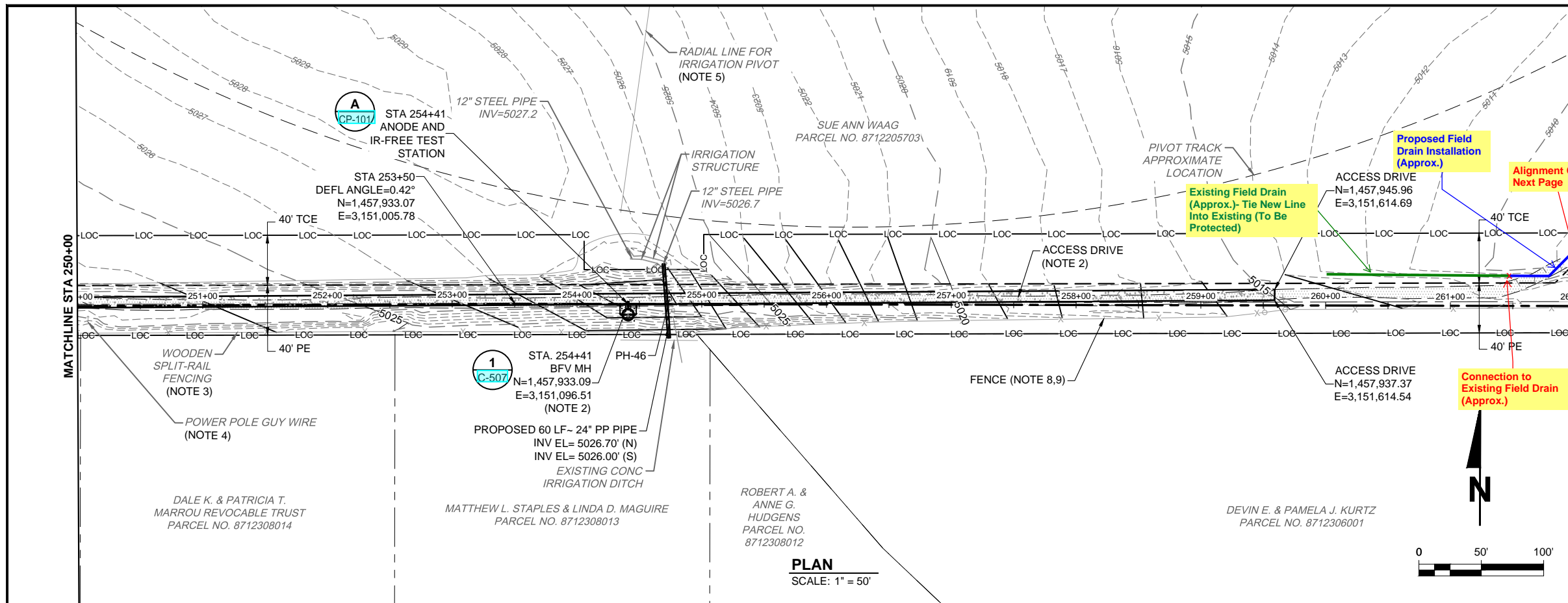
By: Isaiah Surber
Isaiah Surber
 Title: Associate Project Manager
 Date: 8/27/2024

AUTHORIZED BY OWNER (NWCWD)

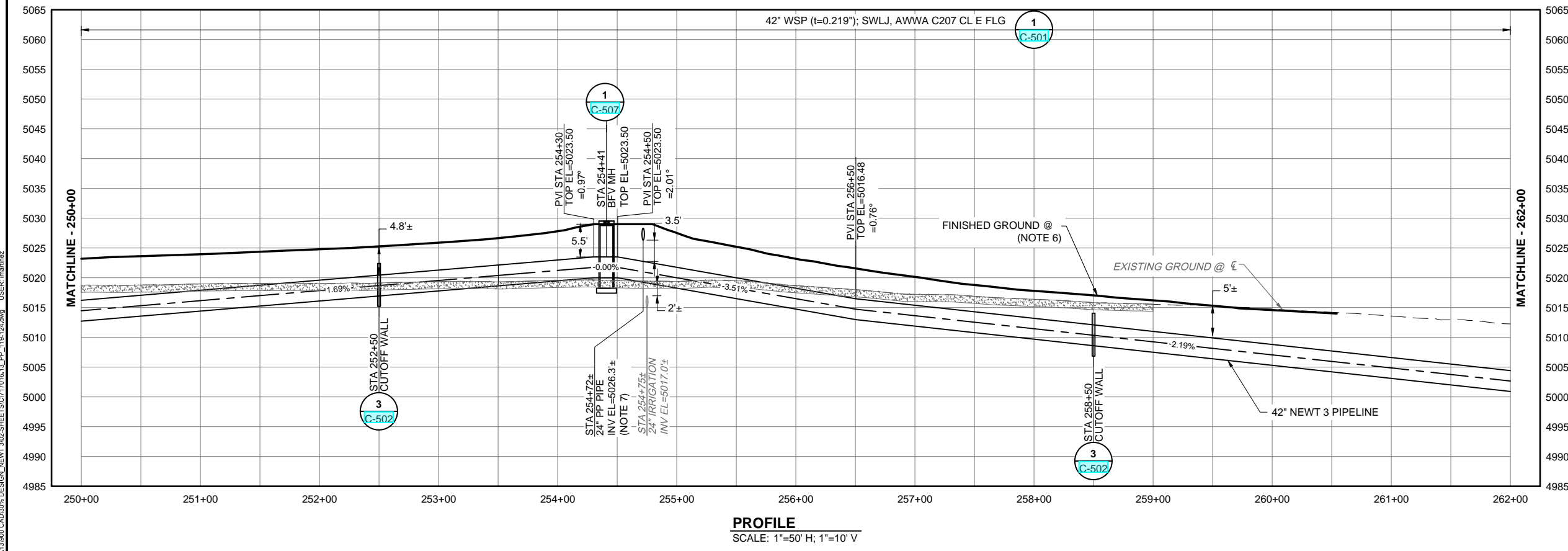
By:
 Title:
 Date:

AUTHORIZED BY OWNER (ELCO)

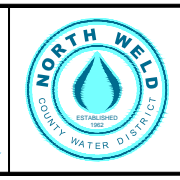
By:
 Title:
 Date:



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS DRIVE ONCE CONSTRUCTION IS COMPLETE. RELOCATE DRIVE 3' TO THE NORTH AS SHOWN TO AVOID BFV MH. 4
 - PROTECT IN PLACE SPLIT RAIL FENCE WITHIN CONSTRUCTION CORRIDOR.
 - COORDINATE WITH POWER COMPANY FOR REMOVAL AND RESETTING OF GUY WIRE IF NECESSARY.
 - CONTRACTOR TO COORDINATE WITH PROPERTY OWNER ON AGRICULTURAL OPERATIONS.
 - FILL MATERIAL MUST BE PLACED AND PROPERLY COMPACTED TO FINISHED GRADES PRIOR TO INSTALLATION OF PIPELINE.
 - REMOVE EXISTING CMP IRRIGATION SIPHON AND REPLACE WITH 24" HIGH PERFORMANCE DUAL WALL POLYPROPYLENE PIPE (ADS HP STORM DUAL WALL PIPE). AS PART OF THE INSTALLATION, EXISTING HEADWALLS SHALL BE REMOVED AND REPLACED. PIPE SHALL BE INSTALLED IN THE SAME MANNER AS THE 42" WELDED STEEL PIPE, IN ACCORDANCE WITH DETAIL 1/C-501 AND SPECIFICATION SECTION 31 23 43.
 - RELOCATE 3-STRAND BARB WIRE FENCE TO PROPERTY LINE.
 - REMOVE OR TRIM TREES AS REQUIRED FOR CONSTRUCTION.

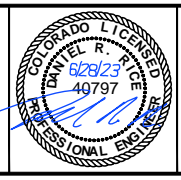


PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023

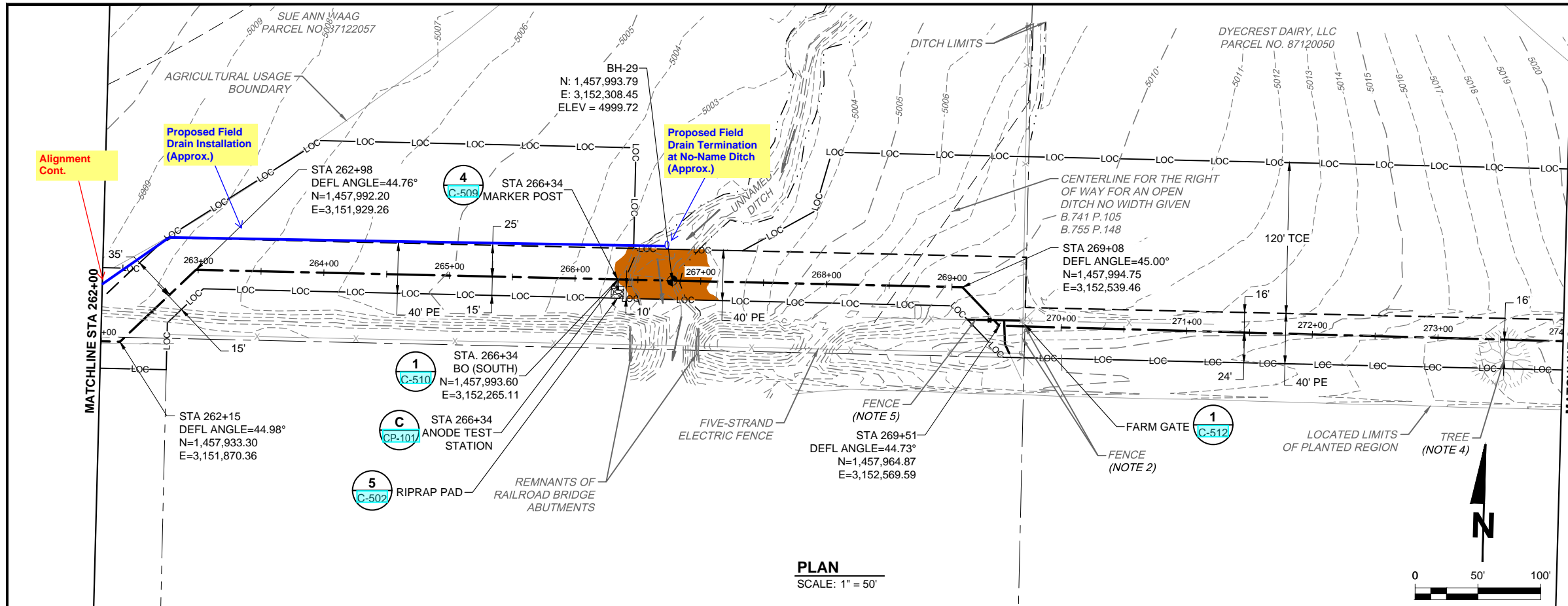


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

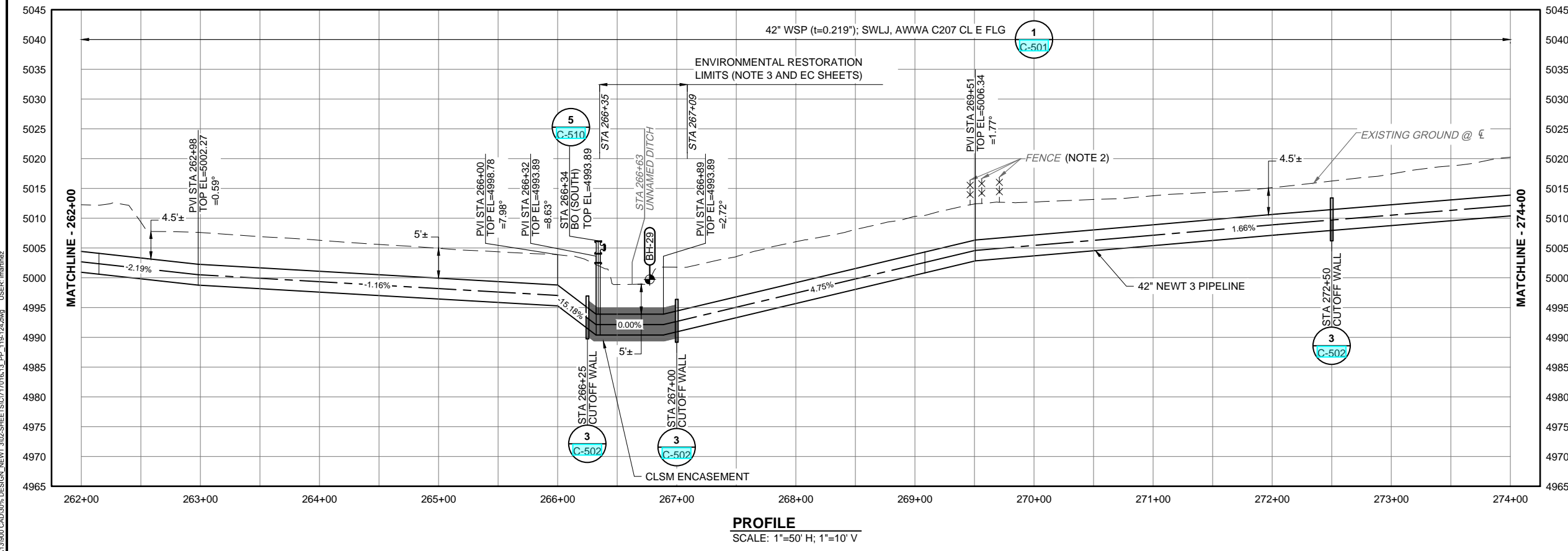
PLAN AND PROFILE STA 250+00 TO STA 262+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	29 OF 109
DRAWING:	PP-121

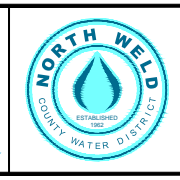
DATE: Jun 28, 2023 5:07pm
DWS: Z:\Shared\Projects\171016.13\016.13\9800 CAD\305.DWG DESIGN: NEWT 302 SHEETS\0171016.13_PP_19-124.dwg USER: imartinez



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - REMOVE AND REPLACE FENCE, 3 - STRAND BARB WIRE.
 - FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023
 - PROTECT TREE IN PLACE.
 - PORTIONS OF EXISTING FENCE TO BE REMOVED FROM CONSTRUCTION CORRIDOR.

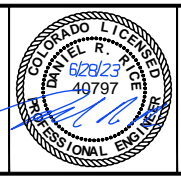


PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 262+00 TO STA 274+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 30 OF 109
DRAWING: PP-122

CHANGE ORDER REQUEST

2



Title: WCD NO.02 - Waag Drain Relocation

Project Name: NEWT Pipeline Phase 3

Project Address: 317 North Co Road 5
Fort Collins, CO 80524

COR Date: 07/22/2024

Garney Construction Job Number: 7433

Customer Job Number:

Customer Reference Number: Work Change Directive No. 02

Our Information

Garney Construction

1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District

32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

The contractor shall perform all tasks associated with the relocation of the field drain outside the Northern limits of the NEWT 3 Permanent Easement (PE). This includes:

- o Placing connection of the new drainage line at approximately station 261+50 and installing the new 6" line (PVC SDR 35) until approximately station 266+50 for the outlet location (discharge at No-Name Ditch).
- o Maintaining a minimum offset of 5 feet from the PE for the new alignment.
- o Following appropriate methods and procedures for back filling and compacting of the new drainage line.
- The contractor shall leave the existing 6" clay drain line abandoned in place.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Sr. Superintendent	1	ST	\$181.00	\$181.00
Asst Superintendent	15	ST	\$109.00	\$1,635.00
Project Engineer	1	ST	\$94.00	\$94.00
General Operator	15	ST	\$69.00	\$1,035.00
Laborer - 2 @ 15 HR Each	30	ST	\$56.00	\$1,680.00
Intern - 2 @15 HR Each	30	ST	\$54.00	\$1,620.00
Hours Subtotals: ST: 92			Total Labor:	\$6,245.00

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Ferguson - 1517439	1	LS	\$2,678.03	\$2,678.03
			Total Material:	\$2,678.03

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
CAT 330 EQUIPMENT COST	15	HOUR	\$165.00	\$2,475.00
CAT 330 OPERATING COST	10	HOUR	\$63.13	\$631.30
JD 644 EQUIPMENT COST	15	HOUR	\$98.00	\$1,470.00
JD 644 OPERATING COST	10	HOUR	\$41.74	\$417.40
			Total Equipment:	\$4,993.70

Subtotal		\$13,916.73
Insurance - 1.36% Total Contract Amount (Subtotal)	1.360%	\$189.27
Bond - 1% of Total Contract Amount (Subtotal)	1.000%	\$139.17
Total		\$14,245.17
Construction Manager Fee	9.000%	\$1,282.07
Requested Total		\$15,527.24

Terms & Conditions

FERGUSON®

WATERWORKS

17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1517439	\$2,678.03	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1933	1933	CO06FO	7433	PAT	NEWT PHASE 3	05/07/24	IO 71386

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
420	420	SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	5.500	FT	2310.00
2	2	G1170006	6 PVC SWR 22-1/2 ELL GXG	48.000	EA	96.00
1	1	F100266RC	6 CLAY X 6 CI PVC COUP RC	72.500	EA	72.50
INVOICE SUB-TOTAL						2478.50
TAX Fort Collins						199.53
<p>*****</p> <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> <p>If paid on or before 06/10/24 you may deduct 49.57</p>						

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TERMS: 2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$2,678.03
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Work Change Directive

NO.03

NEWT Phase III Pipeline

Owner:	NWCWD & ELCO	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Phase 3 Pipeline	WCD Title:	Bohemian Irrigation Relocation
Contract Date:	12/15/2022	Date Issued:	06/19/2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- The contractor shall perform all tasks associated with the relocation of the 12" Bohemian plastic irrigation pipe (PIP). The Bohemian Irrigation Line is to be relocated to the Southern Limits-Of-Construction (LOC), in accordance to *Exhibit A*, this includes:
 - Placing the West connection of the new irrigation line at approximately station 280+85 and installing the new 12" line (PVC SDR 35 or PS 46 as specified in C-502) until approximately station 290+38 for the East connection. The new location of this irrigation line is to be relocated South as much as possible but is to remain in the existing irrigation easement.
 - Following appropriate methods and procedures for backfilling and compaction of the new irrigation line.
 - Installing vent pipes on the new irrigation line at existing East-West locations.
 - Relocating the existing two-track (10' wide, with 4" of road base) access road on the Bohemian Property. This road will be appropriately relocated outside of the NEWT 3 Permanent Easement (PE) as to avoid the new locations of the Bohemian Irrigation Line.
- The contractor shall leave the existing 12" PIP irrigation line abandoned in place.
- Fees paid by the Contractor shall be reimbursed by the Districts with the Construction Manager's Fee of 9% applied, unless the value of the described work is absorbed into the CMP Contract.
- All work is to abide by *Exhibit A – Bohemian Agreement and Drawing*.

ATTACHMENTS

- Exhibit A – Bohemian Agreement and Drawing

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- The existing 12" PIP irrigation line on the Dyecrest Property (approx. sta. 280+85 – 290+38) currently resides in a location that has been deemed 'in conflict' with the installation of the NEWT 3 Pipeline. The re-routing of this existing field drain will avoid damages during installation of the NEWT 3 Pipeline, as well as avoiding future conflicts within the NEWT 3 PE.
- This Work Change Directive authorizes the Contractor to proceed promptly with the work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in The Contract.



**ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES
(NON-BINDING, PRELIMINARY)**

Contract Price:	\$ 51,375.24	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> NA

*\$46,046.55 is the cost of raw work, minus all contractor fees, for consideration of absorption into GMP.

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Cost of the Work	<input checked="" type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

By: Isaiah Surber
Isaiah Surber
 Title: Associate Project Manager
 Date: 8/27/2024

AUTHORIZED BY OWNER (NWCWD)

By:
 Title:
 Date:

AUTHORIZED BY OWNER (ELCO)

By:
 Title:
 Date:

WCD NO. 03 - EXHIBIT A

Bohemian Agreement and Drawing



Bohemian Real Estate IV, LLC
c/o Kade Koster
6416 E. Highway 14
Fort Collins, CO 80524

Re: ***Letter of Agreement for NEWT III Easement***

Dear Mr. Koster:

The North Weld County Water District (“NWCWD”) and the East Larimer County Water District (“ELCO”) (collectively, the “Districts”) are constructing a waterline pipeline project known as NEWT III (“Project”). As part of the Project, the District is installing a water pipeline within property owned by Dyecrest Dairy LLC, a Colorado limited liability company. You occupy the property directly to the south of the Dyecrest Dairy parcel (the “Property”). The Districts understand that you have an access road, 12” P.I.P. irrigation pipe (Irrigation Pipe) and fence that you own and operate that are located along and within a portion of Dyecrest property in which the Districts have obtained an easement for construction of the Project’s 42” water pipeline.

The Districts would like to make an agreement for the relocation of 953 feet of the Irrigation Pipe. The irrigation pipe is to be relocated to the Southern limits of construction within the existing irrigation easement and is to tie into an existing eastern tee fitting. The 4-strand barbed wire fence is to be re-installed on the southern limits of construction and portions of the access road within the NEWT III Easement are to be relocated to the south and onto the Bohemian property as needed to avoid the new fencing and vent pipe locations. All work items are notated and specified within the attached Exhibit “A.” In addition to the above-mentioned work items, The Districts will ensure the removal of all nest deterrents within the Bohemian property once adjacent construction activities have been completed.

This letter agreement shall grant The Districts permission to occupy portions of the Bohemian parcel in order to accomplish completion of the items listed above. This agreement will not be recorded or filed in the real estate records of Larimer County, Colorado, or any other public records.

The Districts and you further expressly acknowledge and agree as follows:

A. Personal Rights. The rights and benefits afforded to you under this letter agreement are personal to Bohemian Real Estate IV, LLC, and in the event of transfer of Bohemian’s interest in the Property, the obligations of the Districts and the rights and benefits in favor of Bohemian shall immediately cease and terminate.

B. Project. In exchange for the Districts’ relocation of the Irrigation Pipe and construction of the fence and access road as described above, you agree to acknowledge the Districts’ and associated contractors right to construct the improvements on the Property.

C. Remedies. In the event a party is in default of its obligations hereunder, before seeking relief, the non-defaulting party will deliver written notice thereof to the defaulting party and the defaulting party will have ten (10) days following receipt of such written notice to cure such default thereafter, or if such default cannot be cured within such ten (10) day period, a reasonable period of time (not to exceed forty-five (45) days) so long as the defaulting party diligently pursues the cure. If the alleged breaching party does not timely cure (or properly dispute) the alleged breach after the required notice, then the non-breaching party shall be

entitled to pursue all legal and equitable remedies, including but not limited to an action for specific performance.

D. Electronic Signatures. Any signature generated by a party hereto by a customarily recognized form of electronic signature (e.g. DocuSign, Adobe Sign, HelloSign, SignEasy, KeepSolid Sign) or any signature transmitted using any customary delivery method for electronic signatures (e.g. facsimile, .pdf, scan and email) shall be binding and recognized by the parties hereto as original.

E. Authority. By signing below you warrant that you have been granted the right and authority to enter into this agreement on behalf of Bohemian Real Estate IV, LLC.

If the foregoing accurately states our understanding, please sign a copy of this letter where indicated and return it to the undersigned's attention at:

Bohemian Real Estate IV, LLC
c/o Kade Koster
6416 E. Highway 14
Fort Collins, CO 80524

Regards,

Tad Stout, President, NWCWD

Mike Scheid, General Manager, ELCO

The undersigned acknowledges and agrees to the terms and conditions of this letter agreement.



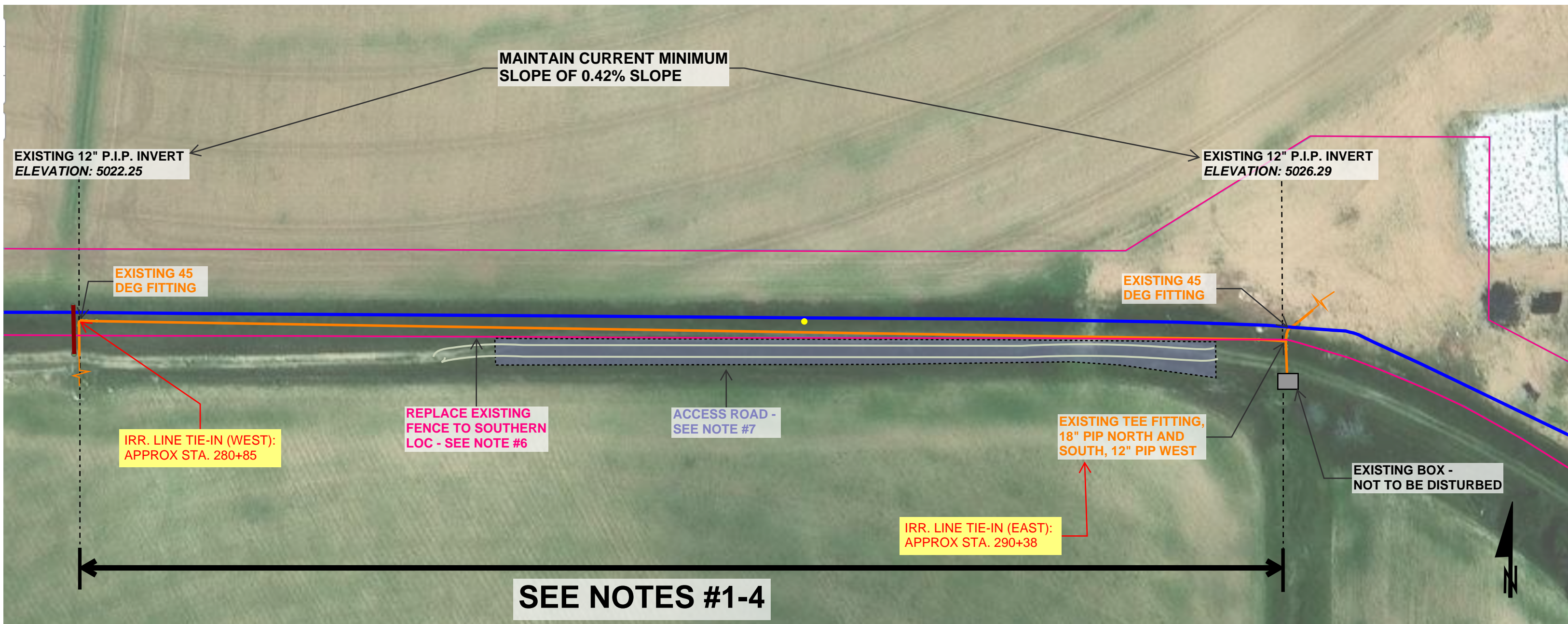
Bohemian Real Estate IV, LLC, a Colorado limited liability company
c/o Kade Koster

Exhibit A






Depiction and Description of Location of Work

NEWT 3: BOHEMIAN IRRIGATION LINE RELOCATION ON DYCREST PROPERTY

RELOCATION PLAN SKETCH



KEY:

NEWT 3 42" WATERLINE	
EXISTING IRRIGATION LINE	
NEWT 3 LIMITS-OF-CONSTRUCTION (LOC)	
24" SIPHON (ASSUMED TO BE ABANDONED)	
ABANDONED 2" UNKNOWN LINE POTHOLED	

- NOTES:**
- 1.) 953' OF EXISTING 12" P.I.P. IRRIGATION PIPE TO BE RELOCATED AND REPLACED WITH 12" SDR 35.
 - 2.) IRRIGATION TO BE RELOCATED TO SOUTHERN LIMITS-OF-CONSTRUCTION WITHIN EXISTING IRRIGATION EASEMENT.
 - 3.) NEW IRRIGATION PIPE TO TIE INTO EXISTING EASTERN TEE FITTING, WESTERN 45 DEG FITTING TO BE MOVED TO THE SOUTHERN LIMITS-OF-CONSTRUCTION AND TIED INTO - EXISTING ELEVATIONS TO REMAIN THE SAME.
 - 4.) EXISTING IRRIGATION VENT PIPES TO REMAIN IN THE APPROXIMATELY THE SAME EAST-WEST ALIGNMENT.
 - 5.) NORTH-SOUTH 18" P.I.P. IRRIGATION LINE WILL NOT BE DISTURBED.
 - 6.) FOUR-STRAND BARBED WIRE FENCE TO BE RE-INSTALLED ON SOUTHERN LIMITS-OF-CONSTRUCTION. STUDDED U-POSTS TO BE INSTALLED AT A STANDARD 10-12 ft. SPACING.
 - 7.) PORTIONS OF THE ACCESS ROAD WITHIN NEWT3 EASEMENT TO BE RELOCATED TO THE SOUTH AS NEEDED, TO AVOID NEW VENT PIPE LOCATIONS (TWO-TRACK, 10' WIDE ROAD TO BE INSTALLED WITH 4" OF ROAD BASE).
 - 8.) ALL ELEVATIONS ARE APPROXIMATE, RELOCATION TO MATCH EXISTING FIELD CONDITIONS ON EASTERN AND WESTERN TIE-IN POINTS.

CHANGE ORDER REQUEST

3



Title: WCD NO.03 - Bohemian Irrigation Relocation

Project Name: NEWT Pipeline Phase 3

Project Address: 317 North Co Road 5
Fort Collins, CO 80524

COR Date: 07/22/2024

Garney Construction Job Number: 7433

Customer Job Number:

Customer Reference Number: Work Change Directive No. 03

Our Information

Garney Construction

1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District

32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

The contractor shall perform all tasks associated with the relocation of the 12" Bohemian plastic irrigation pipe (PIP). The Bohemian Irrigation Line is to be relocated to the Southern Limits-Of-Construction (LOC).

- Tuesday, May 14, 2024 - 5 Hours
 - Mobilized to Dyecrest Property. Began digging for 12" SDR 35. installed 35 LF.
- Wednesday, May 15, 2024 - 10 Hours
 - Lay 900 LF of 12" SDR 35, connect to existing on east end. Moving existing irrigation out of our way. Approx. sta 280+75 to 289+75.
- Thursday, May 16, 2024 - Hours
 - Connect west end of 12" irrigation, approx. sta 280+60.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Asst Superintendent - 5/14 to 5/16	15	ST	\$109.00	\$1,635.00
Foreman - 5/14 to 5/16	15	ST	\$90.00	\$1,350.00
General Operator - 2 @ 15 Hrs Each - 5/14 to 5/16	30	ST	\$69.00	\$2,070.00
Laborer - 2 @ 20 Hrs Each - 5/14 to 5/16	40	ST	\$56.00	\$2,240.00
Lead Excavator Operator - 5/14 to 5/16	20	ST	\$83.00	\$1,660.00
Pipe Layer - 5/14 to 5/16	25	ST	\$62.00	\$1,550.00
Hours Subtotals: ST: 145			Total Labor:	\$10,505.00

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Ferguson - 1518986	1	LS	\$1,938.15	\$1,938.15
Ferguson - 1518271	1	LS	\$23,141.80	\$23,141.80
			Total Material:	\$25,079.95

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
CAT 349 EQUIPMENT COST	25	HOUR	\$245.00	\$6,125.00
CAT 349 OPERATING COST	15	HOUR	\$106.65	\$1,599.75
JD 624 EQUIPMENT COST	25	HOUR	\$88.00	\$2,200.00
JD 624 OPERATING COST	15	HOUR	\$35.79	\$536.85
			Total Equipment:	\$10,461.60

Subtotal				\$46,046.55
Insurance - 1.36% Total Contract Amount (Subtotal)			1.360%	\$626.23
Bond - 1% of Total Contract Amount (Subtotal)			1.000%	\$460.47
Total				\$47,133.25
Construction Manager Fee			9.000%	\$4,241.99
Requested Total				\$51,375.24

Terms & Conditions

FERGUSON®

WATERWORKS

17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1518271	\$23,141.80	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1116	1933	CO06	7433	PAT	NEWT PHASE 3	05/10/24	IO 71455

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
910		910	SDR35P1214	12X14 SDR35 PVC GJ SWR PIPE	FT	20247.50
2		2	G1030124	12X4 PVC SWR GXGXG TEE	EA	900.00
28		28	SDR35PP14	4X14 SDR35 PVC GJ SWR PIPE	FT	68.60
20		20	P40BEP1220	12X20 FT PVC S40 BE PIPE	C	350.00
2		2	R20714411441840	12X8 EXT RANGE COUP 12.70-14.41	EA	750.00
INVOICE SUB-TOTAL						22316.10
TAX						825.70
Larimer Co						

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

If paid on or before 06/10/24 you may deduct 446.32

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TERMS: 2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$23,141.80
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

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WATERWORKS

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AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1518986	\$1,938.15	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1933	1933	CO06	7433	PAT	NEWT PHASE 3	05/10/24	IO 71455

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
84	84	SDR35P1214	12X14 SDR35 PVC GJ SWR PIPE MUST DELIVER TODAY	22.250	FT	1869.00
			INVOICE SUB-TOTAL			1869.00
			TAX	Larimer Co		69.15

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.						
If paid on or before 06/10/24 you may deduct 37.38						

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TERMS: 2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$1,938.15
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**INDEPENDENT CONTRACTOR AGREEMENT
(TANK 4 INSPECTION AND REPAIR SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the _____ day of _____ 2024, by and between North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Utility Service CO, Inc., a Georgia corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. **CONFIDENTIALITY AND CONFLICTS.**

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: North Weld County Water District
P.O. Box 56
32825 Weld County Road 39
Lucerne, CO 80646
Attention: Eric Reckentine, District Manager
Phone: (970) 356-3020
Email: ericr@nwcwd.org

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

Contractor: Utility Service Co., Inc.
535 Gen Courtney Hodges Blvd
PO Box 1350
Perry, Georgia 31069
Attention: _____
Phone: _____
Email: _____

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

DISTRICT:

North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Tank Inspection and Repair Services

CONTRACTOR:
UTILITY SERVICE CO., INC., a Georgia
corporation

Printed Name


Title

*Contractor's Signature Page to Independent Contractor Agreement for Tank Inspection and
Repair Services*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

TANK 4

 <p>USG WATER SOLUTIONS</p>	<p>Proposal from UTILITY SERVICE CO., INC. 535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069 Toll-free: 855-526-4413 Fax: 478-987-2991 usgwater.com</p>
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Date: **09/03/24** Submitted by: **AJ Vela** Local Phone: (720) 670-2861
 SFID: **91710** MP / CS Asset:

Entity Proposal Submitted To ("Customer"): North Weld County Water District			Phone Number: 970-415-1357	Fax Number:	
Street Address: 32825 County Road 39			Description of Work to be Performed: Steel Tank Interior and Exterior Renovation and Repairs		
City: Lucerne	State: CO	Zip Code: 80646	Asset Name: Tank #4		
Accounts Payable Contact Name: Ivan Perez	Email: ivanp@nwcwd.org		Job Site Address: 36511 County Rd 55, Eaton CO 80615		
Job Contact (Inspection Reports): Josh Mathews	Email: joshm@nwcwd.org		County / Parish: Weld	Asset Size: 300,000 Gallon	Asset Style: Steel Elevated

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:


1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

One Hundred Fifty Seven Thousand Four Hundred Ninety One-----00 /100 Dollars \$ 157,491.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**
Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B – Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically Ninety (90) days following the date of this Proposal.	Authorized USCJ Signature 
--	---

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____
 Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID: CN: SO: MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Steel Tank Interior and Exterior Renovation and Repairs

Interior Renovation

1. A date shall be coordinated by both parties for the Owner to drain the tank.
2. Abrasive blast clean the complete interior to a SSPC-SP10 "Near White" finish.
3. Remove all dust and blast products by high-pressure air, vacuum cleaning.
4. A high build epoxy liner manufactured by Tnemec shall be applied as follows:
5. Primer Coat : Apply One (1) complete coat of Tnemec Series 21 Epoxy or Equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
6. Finish Coat - Apply One [1] complete finish coat of Tnemec Series 21 Epoxy or equivalent to achieve a dry film thickness of 4 to 6 mils.
7. Contrasting Color - Each coat of epoxy paint shall be of contrasting color.
9. Stripe Coat - One additional coat of epoxy shall be applied by brush or roller to all weld seams and edges.
10. Depending on the surface temperature, the coatings will be allowed to cure as stated on the product data sheet.
11. Provide adequate ventilation during curing.
12. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the state.
13. Once the test results confirm the non- hazardous status of the waste the spent abrasive will be disposed of properly.

Exterior Renovation

1. Complete exterior shall be fully pressure washed.
2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
3. All areas tool cleaned shall be spot primed with a Tnemec Series primer.
4. One (1) full intermediate coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.
5. One (1) full finish coat of a compatible Tnemec Series coating shall be applied to 100% of exterior surfaces.



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Exhibit A – Scope of Work Continued

Tank Repairs

1. Re-seat the exterior roof hatch so it sits and opens properly.
2. Repair defects on the exterior roof safety handrail system to aid in tying off from the exterior ladder to the walkway.

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535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

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usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the Improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



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usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Utility Service Co, INC.</p> <p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>P.O. Box 207362</p> <p>6 City, state, and ZIP code</p> <p>Dallas, TX 75320</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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OR										
Employer identification number										
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5	8	-	1	9	2	0	9	8	9	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 <i>Katharine Payne</i>	Date <i>7/2/2024</i>
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St. Louis MO 63110 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Utility Service Co., Inc. 535 General Courtney Hodges Blvd Perry GA 31069 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ascot Specialty Insurance Company	45055
	INSURER B: Starr Indemnity & Liability Company	38318
	INSURER C: AXIS Surplus Insurance Company	26620
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570108718063 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INS LTR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	Limits shown as requested	
							LIMITS	
B	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000026018241	02/23/2024	02/23/2025	EACH OCCURRENCE	\$2,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMPIOP AGG	\$4,000,000
B	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000672993241 Auto (AOS) 1000672994241 Auto (MA)	02/23/2024	02/23/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
								BODILY INJURY (Per person)
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			1000588247241	02/23/2024	02/23/2025	EACH OCCURRENCE	\$5,000,000
								AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/NUMBER (Mandatory in MA) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000005268 (AOS) 1000005267 (CT, IA, NC, NJ, NY)	02/23/2024	02/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT
							E.L. DISEASE-CA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 57 01 08 71 8063

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER North Weld County Water District 32825 County Road 39 Lucerne CO 80646 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Utility Service Co., Inc.	
POLICY NUMBER See Certificate Number: 570108718963			
CARRIER See Certificate Number: 570108718963	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADRL INSD	MBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		1000005264 (WI)	02/23/2024	02/23/2025	
B		N/A		1000005266 (FL)	02/23/2024	02/23/2025	
	OTHER						
C	E&O - Miscellaneous Professional-Primary			CM005697022024 Claims Made SIR applies per policy terms & conditions	06/02/2024	06/02/2025	Professional Liability \$2,000,000
							Prof Liab Agg - All \$2,000,000

EXHIBIT D

CERTIFICATE(S) OF GOOD STANDING

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

UTILITY SERVICE CO, INC.

is an entity formed or registered under the law of Georgia, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011246045.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2024 that have been posted, and by documents delivered to this office electronically through 09/27/2024 @ 12:54:03.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/27/2024 @ 12:54:03 in accordance with applicable law. This certificate is assigned Confirmation Number 16426418.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

**INDEPENDENT CONTRACTOR AGREEMENT
(TANK 5 INSPECTION AND REPAIR SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the _____ day of _____ 2024, by and between North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and Maguire Iron, Inc., a South Dakota corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. **CONFIDENTIALITY AND CONFLICTS.**

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: North Weld County Water District
P.O. Box 56
32825 Weld County Road 39
Lucerne, CO 80646
Attention: Eric Reckentine, District Manager
Phone: (970) 356-3020
Email: ericr@nwcwd.org

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

Contractor: Maguire Iron, Inc.
1610 North Minnesota Ave
Sioux Falls, SD 57104
Attention: _____
Phone: _____
Email: _____

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

DISTRICT:

North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Tank Inspection and Repair Services

CONTRACTOR:
MAGUIRE IRON., INC., a South Dakota
corporation

Printed Name

Title

*Contractor's Signature Page to Independent Contractor Agreement for Tank Inspection and
Repair Services*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

TANK 5



1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

CONTRACT FOR SERVICES

This contract made and entered into this 30 day of July, 2024, by and between NORTH WELD COUNTY WATER DISTRICT hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

North Weld Cty WD Tank 5N GST - 200MG Int/Ext - overcoat

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12 "Waterjetting."
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) full prime coat of epoxy to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.5 - 4.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Misc Steel Repair - Remove Existing Overflow and Brackets



1610 North Minnesota Ave
Sioux Falls, SD 57104
Phone: (605) 334-9749
Fax: (605) 334-9752
info@maguirewater.com

Riser Access

- Contractor will install new 30 inch multibolt manway with re-pad in riser.

Misc Steel Repair - Welding Repairs to Tank Floor and Shell base ring/stave

Contract Notes

- Noted/marked repairs of floor and shell base ring/stave will be done prior to blasting. *Blasting may expose additional areas in need of repair. Depending on type and amount can be addressed with the district and any additional associated cost.
- Proposal does not include vacuum testing of floor. If deemed necessary it can be done at an additional cost.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 149,500.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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. <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Maguire Iron, Inc. </div> 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. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input checked="" type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </td> </tr> <tr> <td colspan="5"> <small>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.</small> </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____ </td> </tr> </table>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<small>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.</small>					<input type="checkbox"/> Other (see instructions) ▶ _____				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate																	
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<small>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.</small>																					
<input type="checkbox"/> Other (see instructions) ▶ _____																					
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																				
	5 Address (number, street, and apt. or suite no.) See instructions. <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> PO Box 144b </div> 6 City, state, and ZIP code <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Sioux Falls, SD 57101-144b </div> 7 List account number(s) here (optional)																				
	Requester's name and address (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 [] [] [] - [] [] - [] [] []	or Employer identification number 46-0256425
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ Lisa Pusch	Date ▶ 1-4-2024
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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.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Boen & Associates, Inc. 7119 S Lyncrest Place PO Box 09010 Sloux Falls SD 57109-9010		CONTACT NAME: Linda Evans PHONE (A/C, No, Ext): (605) 336-0425 FAX (A/C, No): (605) 336-5167 E-MAIL ADDRESS: lindae@boenassociates.com	
INSURED Maguire Iron, Inc. & Maguire Tank, Inc. PO Box 1446 Sloux Falls SD 57101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Fire & Casualty Company	NAIC # 13021
		INSURER B: Acuity Insurance Company	14154
		INSURER C: Travelers Property Casualty Company of America	25674
		INSURER D: QBE Insurance Corporation	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			60426094	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZU0492	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> SED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15R95366-24-NF	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC3001366	02/01/2024	02/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER North Weld County Water District 32625 Co Rd 39 PO Box 56 Lucerne CO 80646	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boen & Associates, Inc. 307 W. 41st Street PO Box 09010 Sloux Falls SD 57105		CONTACT NAME: Linda Evans PHONE (A/C, No, Ext): (605) 336-0425 FAX (A/C, No): (605) 336-5167 E-MAIL ADDRESS: linda@boenassociates.com	
INSURED Maguire Iron, Inc. & Maguire Tank, Inc. PO Box 1446 Sloux Falls SD 57101		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Prof Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Professional Liability			PMAGU000124	02/01/2024	02/01/2025	Each claim/Aggregate \$2,000,000 Excess liability limit \$3,000,000 Total Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER North Weld County Water District 32625 Co Rd 39 PO Box 56 Lucerne CO 80646	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

EXHIBIT D

CERTIFICATE(S) OF GOOD STANDING

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Maguire Iron Inc

is an entity formed or registered under the law of South Dakota, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161634023.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2024 that have been posted, and by documents delivered to this office electronically through 10/01/2024 @ 08:53:07.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/01/2024 @ 08:53:07 in accordance with applicable law. This certificate is assigned Confirmation Number 16434141.



Jena Griswold

Secretary of State of the State of Colorado

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

North Weld County Water District 2025 Draft Budget Memo
To: Board of Directors North Weld County Water District
From: Eric Reckentine
October 2024

Revenue

Total district water usage for North weld County Water District (District) is projected to increase 1 % annually for the next 5 years from projected 2024 water usage.

- Commercial water usage is projected as flat to the five-year average volumes for the next 5 years.
- Wholesale Water Accounts are projected at an approximate .25% water usage increase annually for the next 5 years from 2024 usages and
- The three towns associated with the Group treatment plant usage volumes are projected as flat perpetually starting in 2028.
- District residential water usage is projected at an approximate 1.0% annual water usage increase for the next 5 years from 2024 usages.

The District utilizes accrual accounting financial accounting method. Silver peak CPA provides accounting consulting services to the District, and Plant Moran provides state required third party annual auditing service to the District.

Total meter sale revenue is budgeted to increase from approximately \$21.7 million in the 2024 budget to \$23.1 million in the 2025 budget. The 2024 forecast projects approximately \$21.5 million in metered revenues. Water allocation and plant investment surcharges are budgeted at \$6.9 million annually for the next 2 years and decreasing to 6 million by year 5 of the forecast. The district is projected to see approximately \$4 million in total contributions which is flat to 2024 budget with budgeted sales of 150 meters, \$1.5 million in interest and miscellaneous revenues with a total revenue projection of \$28.8 million.

- The rate increase projections for all customer classes are at 5% for 2025 and 5% to 6% for the next five years.
- Towns out of compliance with storage requirements are projected at residential rates for 2025.
- Water allocation surcharges are projected at \$6.50/1000 gallons.
- Plant investment surcharges are projected at \$4.50/1000 gallons.
- Plant Investment sales are projected at 150 meters sold for 2025 and annually for the following 5 years.
- Cash in Lieu sales are projected at 10 units for the following five years at \$73,500.
- Plant Investment Fee is currently projected at \$21,900 per PI not counting distance fee.
- Revenue from Wholesale Amended Water Service Agreements not Projected

Expenses

Operations Maintenance and Administration 2025 budget is projected at approximately \$10.8 million which is approximately \$0.1 million increase from 2024 budget.

- Labor costs are projected to increase approximately 6%, that includes a proposed 5% employee cost of living increase and insurance increases.
- The District anticipates acquiring two replacement fleet vehicles in 2025.
- 2nd Repaving Project for Home Office Budgeted at \$200,000
- The Solider Canyon Filter Plant treatment costs rate increase of 1.2 % for 2025, SCWTA final budget memo is attached.

Capital improvement project costs for 2025 are projected at approximately \$31.3 million compared to 2024 budget of \$29.6. million. Forecast for 2024 capital improvement projects is projected at \$25.1 million to date. The anticipated capital improvement ten-year forecast is approximately \$210 million that includes approximately \$60 million in water rights acquisition and \$6 million in raw water storage acquisition.

The District is forecasted to complete the following capital improvement projects in 2024:

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of \$13.5 million for 2024.
- Soldier Canyon Filter Plant Rating Expansion from 60 to 68 MGD cost of \$60,000
- Eaton Pipeline Phase 2 final segment of two mile 30-inch distribution construction projected construction costs of \$2.5 million.
- Tank Rehabilitation Program for Tank 4 and Tank 5 at \$1 million
- Weld County Zone 1 from Tank 1 to CR 78, 16-inch distribution pipeline upsizing project design and partial acquisition
- Weld County Zone 1 West Transmission from NEWT III to Tank 1 Site Line design and partial acquisition
- Tank 1C design
- Line 1 Interconnect Project was terminated based on system modeling results
- The raw water district drought supply acquisition project projected at approximately \$5.3 million.
- Greeley/ NW Harmony Interconnect 24- inch Pipeline
- Timnath 36-inch Line Lowering projected cost \$.5 million with ½ to be paid by Timnath.
- Line replacement project Woods Lake
- Repaving Project for Home Office Budgeted at \$200,000
- Acquired two replacement fleet vehicles and Dump Truck

The following capital improvement projects proposed for 2025:

- Weld County Zone 1 West Transmission Line Design and Acquisition to Tank 1 project cost of \$20 million with \$10 million in 2025 and includes Tank 1 to CR 78, 16-inch distribution pipeline upsizing project
- Tank 1C Construction project cost \$11.5 million
- Line replacement projects – Highway 85 and County RD 84 at \$1 million
- Greeley and North Weld Interconnect projected cost of \$1.0 million for pump station acquisition and construction
- Eaton Pipeline Phase III Design and Acquisition with construction start 2026
- Weld County Zone 1 East Transmission Line Design and Acquisition to Pump Station 6

- NEWT III seeding and final punch list items \$.5 million

Capital Improvement Raw Water Projects for 2025

- Raw water district drought supply acquisition project projected at \$6 million.
- Water Supply and Storage Company Structures projected cost of \$200,000
- Reservoir Pumping Costs of \$200,000.
- Legal and Engineering cost of approximately \$200,000 Change Case and Oppositions
- Develop WSSC recharge pond \$200,000

Master Planning

- Finalize Draft Regional Master Plan **Complete 2024**
- Cost of Service Study Update **Complete in 2023**
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at \$250,000 projected to be Completed in 2024.

Total expenditures for 2025 are projected at \$46.6 million dollars. Funds available at end of 2025 are projected at \$25.2 million dollars of which \$7.5 million dollars is depreciation reserve fund with an additional \$10 million minimum in operational reserve fund.

Financial Summary 2018 to 2023

From 2018 to 2023, the District has received in approximate figures \$95 million dollars in operational revenue, has received \$64.5 million in contributions, has obtained debt proceeds in total of \$51 million dollars with approximately 4 million in miscellaneous incomes, and has maintained approximately \$10 million dollars in operational and replacement reserve funds for a total revenue of \$219 million dollars (*\$168 million dollars without debt proceeds*),

From 2018 to 2023, the District has acquired approximately 1,380 acre-feet of new water supplies at a cost of approximately \$55 million dollars, averaging \$40,000 per acre-foot and averaging approximately \$9 million annually in water acquisitions investment, constructed approximately \$49 million dollars of system improvements, averaging about \$8 million dollars annually to serve growth and maintain reliable service for a total capital improvement expenditure of \$104 million dollars, has spent \$49 million dollars in operations and maintenance (O&M), or about \$8 million per year, has paid \$20 million in debt service, for total expenditures of approximately \$175 million. Specific projects include:

- Solider Canyon Treatment Plant Expansion from 45 to 60 MGD.
- Line 1 replacement project and 48-inch upsizing.
- Pump Station 1 upgrade.
- Old Eaton Pipeline, 16-inch line replacement and 20-inch upsizing.
- Emergency Backup Power Summit View.
- Eaton Pipeline Project 2 miles Phase 1.
- Constructed approximately 1.5 of 2 miles Eaton Pipeline Phase II

- NEWT III Transmission Line- Timberline Crossing and Permitting, Pipe and Property Acquisition
- Rehabilitation Project for Tanks 1A, 5B and 7
- Pump Station Rebuild Summit View.
- Pump Station Upgrade Station 4.
- Pump Station Upgrade Station 6.
- Mason Street Interconnect City of Greeley 60-inch to NEWT III.
- Horse tooth Operation Project Hansen Pump Back Station.
- 2nd Master Meters to Severance.
- 2nd Master Meter to Windsor.
- Master Meter City of Greeley
- Town of Nunn Pump Station Upsize and Replacement.
- Wild wing Irrigation Raw Water Line.
- Purchase Contract for Knox Pit Reservoir Project - Overland Ponds
- Acquisition of River Bluffs Reservoir Storage Project.
- Acquisition of Overland Ponds – Cells 4 and 5.
- Development of two Return Flow Structures for Native Rights.
- Larimer #2 Headgate Construction Project Overland Ponds
- Emergency Generator Backup Power, Nunn PS, PS-1 and Summit View
- 3- year CDPHE Sanitary Survey.
- American Water Infrastructure Act Survey and Emergency Response System Upgrades.
- Mill Levy Ballot Initiative.
- Emergency Power SCADA.
- Lead and Copper Rules Revision - System Inventory

From 2018 through 2024 The District has completed projects that have increased system capacity and water supply surety:

- *Treatment capacity at SCWTP has increased from 45 MGD to 68 MGD, increasing District treatment capacity from 16.3 MGD to 26.5 MGD or 10 MGD.*
- *NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increase.*
- *Line 1 - 48-inch replacement project allows safe pressurization of line 1 transmission line increasing system capacity approximately 2 – 3 MGD*
- *Constructed 4 miles of 30-inch water line providing additional capacity to eastern pressure zones*
- *Increased emergency interconnect capacity from approximately 8 MGD to 28 MGD that can be obtained from two treatment plants and transmission systems and constructed emergency bypass capabilities Horse tooth Reservoir supplies*
- *The District has acquired approximately 1380-acre feet of new water supply, initiated caps on unconstrained usages, and adjudicated and perfected native water rights that have reduced impacts on supply related to drought or curtailment*
- *Acquired approximately 1200- acre feet of additional raw water storage*

Policies

The District over the course of 6 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and policies, development review procedures, drought triggers, finance and reserve fund policies, regulatory compliance manual and policies related to back flow and cross connection devices, board of director manual and plant investment and water dedication policies.

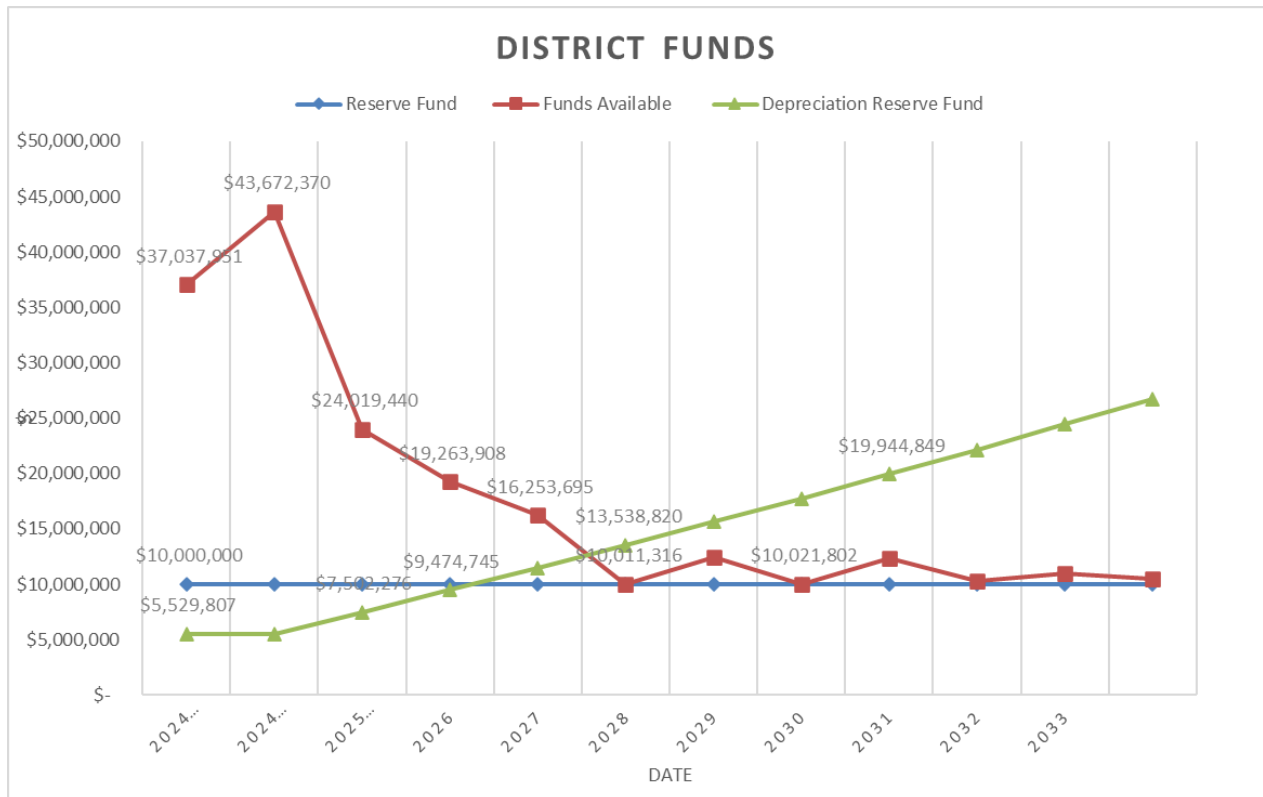
The following are considered by District Management to be key policy changes that have had significant impact on maintaining district solvency:

- Finance Policies for Reserve and Depreciation Funds.
- Elimination of the Conservation Blue Tap Program.
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication.
- Drought Trigger Policies and Surcharges.
- Elimination of High-Volume Reduced Rate
- Flow Control Program for Commercial Customers.
- Mortarium Policies Temporarily Limiting New Growth.
- Elimination of the Water Allocation and Plant Investment Reinvestment Program.
- Residential Meter Over Usage Policy and Surcharge
- Commercial Meter Max Annual Overuse Surcharge Policy

Board Direction:

1. The rate increase projections for all customer classes are 5%
2. Water allocation surcharges \$6.50/1000 gallons.
3. Plant investment surcharges \$4.50/1000 gallons.
4. Cash in Lieu sales at \$73,500.
5. Plant Investment Fee - \$21,900 per PI not counting distance fee.
6. Distance Fee, Meter Install Fee and WTA Fee to \$500, \$2200 and \$100 respectively

	2024 Budget	2024 Forecast	2025 Budget	Forecast 2026	2027	2028	2029	2030
Revenues								
Total Operating Revenue	\$ 21,737,294	\$ 21,256,181	\$ 23,072,876	\$ 24,140,336	\$ 24,678,748	\$ 25,392,789	\$ 26,680,360	\$ 28,053,005
Debt Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 1,537,637	\$ 2,133,889	\$ 1,538,390	\$ 1,539,157	\$ 1,539,941	\$ 1,540,739	\$ 1,541,554	\$ 1,542,385
Total Contributions	\$ 4,195,784	\$ 5,830,155	\$ 4,209,500	\$ 4,223,490	\$ 4,237,759	\$ 4,252,315	\$ 4,657,161	\$ 6,672,304
Total Revenues	\$ 27,470,715	\$ 29,220,225	\$ 28,898,673	\$ 29,982,449	\$ 30,537,503	\$ 31,268,520	\$ 32,963,405	\$ 36,353,712
Expenditures								
Administrative	\$ 2,058,589	\$ 2,095,775	\$ 2,051,907	\$ 2,098,567	\$ 2,146,328	\$ 2,195,219	\$ 2,245,266	\$ 2,296,499
Operational	\$ 8,628,628	\$ 8,462,358	\$ 8,745,739	\$ 8,200,571	\$ 8,366,980	\$ 8,740,242	\$ 8,489,679	\$ 8,453,707
Debt Service	\$ 4,420,825	\$ 3,731,712	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
Water Enterprise Fund 2020 Bond	\$ 474,175	\$ 474,838	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -
Capital Improvements	\$ 29,685,000	\$ 25,145,000	\$ 31,360,000	\$ 18,010,000	\$ 16,560,000	\$ 20,060,000	\$ 13,260,000	\$ 21,885,000
Total Expenditures	\$ 44,793,042	\$ 39,908,133	\$ 46,579,134	\$ 32,726,063	\$ 31,495,559	\$ 35,417,699	\$ 28,411,946	\$ 36,581,856
Earnings	\$ (17,245,947)	\$ (10,687,908)	\$ (17,680,461)	\$ (2,743,614)	\$ (958,056)	\$ (4,149,179)	\$ 4,551,459	\$ (228,145)
Funds Available (carry over prior to depreciation)	\$ 39,010,420	\$ 45,644,839	\$ 25,991,909	\$ 21,275,826	\$ 18,305,852	\$ 12,104,516	\$ 14,562,776	\$ 12,199,567
Depreciation	\$ 1,972,469	\$ 1,972,469	\$ 1,972,469	\$ 2,011,918	\$ 2,052,157	\$ 2,093,200	\$ 2,135,064	\$ 2,177,765
Funds Available	\$ 37,037,951	\$ 43,672,370	\$ 24,019,440	\$ 19,263,908	\$ 16,253,695	\$ 10,011,316	\$ 12,427,712	\$ 10,021,802
Reserve Fund	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
Fund Available minus Reserve fund	\$ 27,037,951	\$ 33,672,370	\$ 14,019,440	\$ 9,263,908	\$ 6,253,695	\$ 11,316	\$ 2,427,712	\$ 21,802
Depreciation Reserve Fund	\$ 5,529,807	\$ 5,529,807	\$ 7,502,276	\$ 9,474,745	\$ 11,486,664	\$ 13,538,820	\$ 15,632,020	\$ 17,767,084



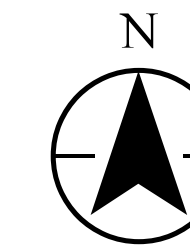
North Weld County Water District
2025 Budget

	BREAKDOWN	2025 Budget	2026	2027	2028	2029	2030
3000	Revenue	\$ 28,898,673	\$ 29,982,449	\$ 30,537,503	\$ 31,268,520	\$ 32,963,405	\$ 36,353,712
	3100 Operating	\$ 23,072,876	\$ 24,140,336	\$ 24,678,748	\$ 25,392,789	\$ 26,680,360	\$ 28,053,005
	3200 Non-Operating	\$ 1,500,862	\$ 1,500,879	\$ 1,500,897	\$ 1,500,914	\$ 1,500,933	\$ 1,500,951
	3300 New Service	\$ 4,209,500	\$ 4,223,490	\$ 4,237,759	\$ 4,252,315	\$ 4,657,161	\$ 6,672,304
	3400 Ag-Water Income (Non-Op)	\$ 18,943	\$ 19,321	\$ 19,708	\$ 20,102	\$ 20,504	\$ 20,914
	3500 Miscellaneous (Non-Op)	\$ 18,585	\$ 18,957	\$ 19,336	\$ 19,723	\$ 20,117	\$ 20,520
	3700 Debt Proceeds						
	2009 Bond Revenue (included in operating revenue)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4000	Operational Expense	\$ 8,745,739	\$ 8,200,571	\$ 8,366,980	\$ 8,740,242	\$ 8,489,679	\$ 8,453,707
	4100 Water	\$ 4,225,297	\$ 3,828,738	\$ 3,916,970	\$ 4,210,227	\$ 3,877,791	\$ 3,758,032
	4200 Personnel Operations	\$ 2,061,175	\$ 2,112,542	\$ 2,165,193	\$ 2,219,160	\$ 2,274,477	\$ 2,331,176
	4400 Operation & Maintenance	\$ 2,042,982	\$ 1,834,682	\$ 1,851,715	\$ 1,869,090	\$ 1,886,812	\$ 1,904,888
	4500 Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4600 Electricity	\$ 188,416	\$ 192,185	\$ 196,028	\$ 199,949	\$ 203,948	\$ 208,027
	4700 Communications	\$ 52,020	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308	\$ 57,434
	4800 Insurance	\$ 175,848	\$ 179,365	\$ 182,952	\$ 186,611	\$ 190,344	\$ 194,150
	4900 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000	Administrative	\$ 2,051,907	\$ 2,098,567	\$ 2,146,328	\$ 2,195,219	\$ 2,245,266	\$ 2,296,499
	5100 Personnel - Administrative	\$ 562,161	\$ 579,026	\$ 596,396	\$ 614,288	\$ 632,717	\$ 651,698
	5200 Payroll Taxes	\$ 141,780	\$ 144,616	\$ 147,508	\$ 150,458	\$ 153,467	\$ 156,537
	5300 Health Insurance	\$ 62,424	\$ 63,672	\$ 64,946	\$ 66,245	\$ 67,570	\$ 68,921
	5400 Office Utilities	\$ 214,352	\$ 218,639	\$ 223,012	\$ 227,473	\$ 232,022	\$ 236,662
	5500 Office Expenses	\$ 233,182	\$ 237,845	\$ 242,602	\$ 247,454	\$ 252,403	\$ 257,451
	5600 Professional Fees	\$ 838,008	\$ 854,768	\$ 871,864	\$ 889,301	\$ 907,087	\$ 925,229
	5900 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6000	Capital Improvements	\$ 31,360,000	\$ 18,010,000	\$ 16,560,000	\$ 20,060,000	\$ 13,260,000	\$ 21,885,000
	6200 Storage Tanks	\$12,250,000.00	\$ -	\$ 1,000,000.00	\$ 4,800,000.00	\$ -	\$ 11,000,000.00
	6300 Pump Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6400 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6500 System	\$ 12,550,000	\$ 12,000,000	\$ 10,000,000	\$ 9,700,000	\$ 7,200,000	\$ 4,700,000
	6600 Water Rights/Storage	\$ 6,380,000	\$ 5,830,000	\$ 5,880,000	\$ 5,380,000	\$ 5,880,000	\$ 6,005,000
	6700 Land / Easements	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
	6900 Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Bond Issue	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000	\$ 3,946,650
	7200 Interest / Principle	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
	7400 Interest Expense Other						
	7800 Depreciation						
	7900 Amortization						
	Water Enterprise Fund	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -
	Total Expense	\$ 46,579,134	\$ 32,726,063	\$ 31,495,559	\$ 35,417,699	\$ 28,411,946	\$ 36,581,856

Title
**10 Year CIP: 2030 - 2034 Per Budgeted/
Forecasted Revenue**

Client/Project
Client: North Weld County Water District
Project: Potable Water System Master Plan Update
Report: CIP for Budget Map

Project Location
32825 CR 39
PO Box 56 Lucerne, CO 80646
Prepared by SSM on 2024-10-07



0 0.8 1.5 3 Miles
(At original document size of 11x17)
1:102,551

Legend

- Pump Station
- Storage Tank
- Master meters
- Pressure Reducing Valves
- Water Line
- Diameter, inches
 - 0 - 3
 - 4
 - 5 - 6
 - 7 - 8
 - 9 - 12
 - 13 - 16
 - 17 - 24
 - 25 - 36
 - 37 - 48
- Pressure Zones
 - 1
 - 1A
 - 2
 - 2A
 - 3
 - 4
 - 4A
 - 5A
 - 5East
 - 5G
 - 5West
 - 6
 - 7
 - 7A
 - 7B
 - 8
 - HR
 - WD
- CIP - Completed in 2024**
 - Eaton Pipeline Phase 2
 - NEWT3
 - Greeley Harmony Interconnect 10mgd
 - SCWTP Upgrade to 68mgd
- 5 Year CIP**
 - Zone 1 East from Tank 1 to PS 6
 - Zone 1 West - 42" to Tank 1 and to CR 78
 - Eaton Pipeline Phase 3 to Highway 85
 - Future Tanks (T1C & T4B)
- 10 Year CIP**
 - Eaton Pipeline Phase 3 to CR41
 - Future PRV
 - Tank 1D
 - SCWTP Upgrade to 78mgd
 - SCWTP Pump Station

Notes
1. Coordinate System: NAD 1983 StatePlane Colorado North FIPS 0501 Feet
2. Data Sources:
3. Background:



SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board of Directors

From: Mark Kempton, P.E., CWP - SCWTA Manager

Date: September 4th, 2024

RE: **FINAL** - 2025 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the final Operational & Maintenance (O&M) and Renewal & Replacement (R&R) budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2025. In addition to treatment plant expenses, the SCWTA budget includes funding for the Authority/Tri-District's Water Resources personnel. The fiscal year for the SCWTA budget is January 1 through December 31.

Table 1 – Historic and projected water usage (MG)

<u>District</u>	<u>2021</u> <u>Actual</u>	<u>2022</u> <u>Actual</u>	<u>2023</u> <u>Actual</u>	<u>2024</u> <u>Projected*</u>	<u>2025</u> <u>Projected**</u>	<u>Assumed 2025</u> <u>increase/(decrease)</u> <u>over 2024</u>
East Larimer County	1,449	1,539	1,302	1,638	1,539	(6%)
Fort Collins Loveland	3,167	3,335	2,605	3,610	4,482	24%
North Weld County	3,683	3,508	3,217	3,531	3,566	1%
Tri-Districts Totals	8,299	8,382	7,124	8,779	9,587	9.2%

*From 2024 Budget.

** MG estimates provided by each District in August 2024.

The following documents are included to provide details for the 2025 Budget.

- A. **2025 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The O&M summary is divided into six major categories.
 - a. Personnel Services
 - b. Professional Services
 - c. Utilities
 - d. Contractual Services
 - e. Commodities
 - f. Repair and Maintenance

- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2025.
- D. **Renewal & Replacement Fund Summary** – This worksheet lists the upcoming R&R Fund projects planned for 2025.

General Review of 2023 and 2024 to date.

Treated Water Production

The annual plant production and peak daily production for 2023 was 7.1 billion gallons, and 46.55 MGD respectively. To date for 2024, the peak daily plant production was 54.98 million gallons, recorded on July 12, 2024.

Water Quality

Treated water produced at the Soldier Canyon Filter Plant continues to be rated as very high-quality water. All Environmental Protection Agency, (EPA) and Colorado Department of Public Health and Environment, (CDPHE) Safe Drinking Water regulations were met. In most cases, water quality far exceeded regulatory requirements.

Water Quality / Regulatory / Watershed

SCWTA continues to support monitoring of the Poudre River watershed in conjunction with regional partners.

Completed or In Progress R&R Projects

- Complete
 - Filters 5-8 Rehabilitation and Backup Generator.
 - Filter Wall crack repairs
 - Parking lot repairs and sealing/stripping.
 - Office and Control Room upgrades.
 - New Business side and SCADA side computer servers and cybersecurity upgrades.
 - PLC 9 (Filter 5-8) Upgrade.
 - New PLC for the PVP Intake.
 - Decant Pond 2 caulking.
 - PVP Sed Basin New liner.
 - New North Sed Basin drain/fill valve.
 - Drying Bed concrete ramps.
 - Clearwell Tanks concrete entrance pads
 - Filter 1-4 Gallery wall repair.
 - Connexion fiber broadband to the Plant.
- In Progress:
 - PLC 11 Upgrade.
 - PLC 54 Upgrade.
 - SCADA iFix upgrade.
 - WIMS Database Software upgrade.
 - New Soda Ash Backup Pump.
 - New Backwash Stairs.

- Recoat Backwash Tanks 1 and 2.
- Chlorine Dioxide system upgrades.
- Chlorinator upgrades.
- Abandoned Interconnect Building Demo.
- New FCLWD meter/replace NCWCD meter and build new combined vault.
- New POE plumbing at CCT.
- Repair South Sed Basin Influent Gate.
- Yard and HT valve repairs/replacements.
- Condition Assessment of old HT 42” line and HT 36” line into the Plant.
- Replace South Plant Motor Control Center.

2025 Proposed Budget

Operations & Maintenance Budget

The proposed O&M budget for 2025 is \$6,580,435. This is an increase of 2.4% from the 2024 O&M budget.

Details of expense categories, proposed 2025 costs, and 2025 over 2024 budget % changes are listed below.

1. Personnel Services (\$3,609,057) – 7.8% increase.
An assumed wage increase of 3.5% is included in the 2025 budget. Increases are primarily due to health Insurance (16%) and personnel costs (overtime budget correction).
2. Professional Services (\$66,965) – 8.8 % decrease.
Decreases in legal and engineering services.
3. Utilities (\$171,184) – 1.9 % increase.
Increase due to higher electricity and natural gas costs.
4. Contractual Services (\$578,423) – 1.0% increase.
5. Commodities (\$1,412,034) – 6.8% decrease.
Decreased cost of water treatment chemicals.
6. Facilities Repair and Maintenance (\$742,142) – 1% decrease.
Decreased due to project selection. Proposed projects for 2025 include:
 - Replace Infrared/Gas Heaters in Sed Basin
 - SCADA PLC 7 - Pump Station
 - SCADA Network Monitoring
 - Drainage - Grade and Seed Between Tanks 1-4
 - Paint Pipes - Annual Program
 - Replace Backwash Pump 2
 - Filter Piping - 1 thru 4 - Rehab and Paint
 - Replace Surface Wash Pumps 1&2
 - Replace the Surface Water Mag Meter

- New forklift

Renewal and Replacement (R&R) Fund Budget

The proposed R&R Fund budget for 2025 is \$2,000,000. This is an increase of 3.6% from the 2024 R&R budget. Increases are due to project selection. Proposed 2025 R&R projects are listed below:

1. Backup Power Supply System - \$250,000.
New mobile generator for use as a backup power supply during future weather-related long-term power outages from Xcel Energy.
2. Recoat Clearwell Tank 4 - \$1,750,000.

Table 2 – Summary of proposed 2025 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,183,509	\$1,987,871	\$2,004,693
Variable O&M	\$225,442	\$656,551	\$522,369
Renewal and Replacement	\$457,300	\$768,100	\$774,600
Total	\$1,866,251	\$3,412,521	\$3,301,662
Increase/(Decrease) from 2024 Budget	0.95%	4.9%	1.2%

INTERGOVERNMENTAL AGREEMENT

FOR REIMBURSEMENT OF CONSTRUCTION AND RELATED EXPENSES FOR LOWERING NORTH WELD COUNTY WATER DISTRICT 36-INCH WATER LINE AND CULVERT REPLACEMENT IN THE TOWN OF TIMNATH, COLORADO (Colorado Boulevard)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 8th day of October 2024, by and between NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, with a physical address of 32825 County Road 39, Lucerne, Colorado 80646 ("North Weld") and the TOWN OF TIMNATH, a municipal corporation with its address at 4750 Signal Tree Drive, Timnath, CO 80547 ("Town"). North Weld and Town are referred to collectively herein as the "Parties".

RECITALS

WHEREAS, the Town is the owner of the Right of Way known as Colorado Boulevard in the Town and is owner of a drainage culvert located under Colorado Boulevard (the "Culvert"); and

WHEREAS, the Town's Culvert needs to be replaced; and

WHEREAS, the District is owner of a 36-inch water line located beneath Colorado Boulevard (the "Water Line"); and

WHEREAS, the Water Line impedes the replacement of the Culvert; and

WHEREAS, the Town has requested the District lower its Water Line in order to allow the Culvert to be replaced; and

WHEREAS, the Parties have agreed to share in the cost of lowering the Water Line and replacement of the Culvert (the "Work"); and

WHEREAS, the Parties each believe it is in the best interest of each of them to cooperate in the cost of the Work; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and performance of the parties set forth herein, IT IS MUTUALLY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

1. **Preamble**. The Town and the District agree the recitals set forth above are true and correct and those recitals are incorporated into the body of this Agreement.

2. **Description of Improvements.** The District shall cause the lowering of the Water Line and replacement of the Culvert (the “Improvements”). The Improvements shall be constructed subject to plans and specifications attached hereto as **Exhibit A** and incorporated herein (the “Plans”), with any changes thereto approved in writing by both Parties. In connection with the Plans, the District has furnished an engineer’s estimate of the costs of the Improvements (the “Engineer’s Estimate”), which may include in addition to materials and contractor fees, reasonable and customary costs for consultants, management fees and other expenses necessary for the construction of the Improvements, attached hereto as **Exhibit B** and incorporated herein.

3. **Project Construction.**

a. **Bidding.** The District will advertise an invitation for bids for the construction of the Improvements through its normal procurement process in compliance with Colorado statutes. The invitation for bids for the Improvements will require that the name(s) of the subcontractor(s) that will be constructing the Improvements. The District will prepare a comparison of the bids for the Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the District’s comparison and recommendation will be provided to the Town Engineer for review. The Town Engineer may object to the District’s comparison and recommendation if the bid does not conform to the plans, the Town has an objection to the contractor or subcontractor to be performing the work, or the cost of the project is more than 15% over the Engineer’s Estimate, by providing a written explanation of any objection within seven (7) business days of receipt of the bid, failing which the District may proceed to cause construction of the Improvements in accordance with this Agreement. The Parties shall work in good faith to resolve any differences. All change orders regarding the Improvements shall be subject to approval by the Town, which shall not be unreasonably withheld or delayed.

b. **Standard of Construction.** The Improvements shall meet or exceed the requirements dictated by Town staff and incorporated in the current design. The District will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Improvements. As appropriate, being prior to, or during construction, the District's contractor shall obtain all required permits, payment and performance bonds associated with the Work. The District shall have full control over all aspects of the management, advertisement, contracting, and construction of the Improvements until construction has been complete. Following completion, the Town shall continue to own the Culvert and the road, and the District shall continue to own the Water Line.

- c. Inspection and Acceptance. The Town shall inspect the Culvert and road improvements owned by the Town and the related portions of the project during construction, subject to the construction contractor's safety program. Reasonable changes, including inspection issues identified by the Town, will be discussed with the District for evaluation and the possibility of incorporating them into the project through a change order. The Town shall be responsible for inspection, approval and acceptance of all material and workmanship associated with the Culvert and the Road. The construction contractor shall provide the Town with surveyed as-built information.

- d. Contract Provisions
 - i. The construction contract for the Project will include a provision that any required insurance list the Town and its employees and Councilmembers, as an additional insured.

 - ii. The construction contract for the Improvements will require a two-year warranty on the Improvements that will begin on the initial date of acceptance of the Improvements warranting that the Improvements are free from defects in materials, equipment, and workmanship. In the event that the Town identifies a defect during construction or during the warranty period, the District agrees to take actions needed to enforce the contract requirements, including any payment bond or performance bond, at the written request of the Town.

- 4. Intent of the Parties. By entering into this Agreement, the Parties intend that the Improvements will be constructed in a timely manner in order to promote the health, safety and welfare of the Town, the District, and the general public.

- 5. Grant of Easements. To the extent the Town presently owns or controls the rights of use in areas needed for temporary construction easements, the Town hereby grants and conveys, with respect to the District, its contractors, agents, successors and assigns, a temporary non-exclusive construction easement consisting of approximately 300 feet in length within the Colorado Boulevard right-of-way for the construction of the Improvements (the "Easement Property") and for the non-exclusive right of ingress and egress on, upon, over and across the Easement Property, including the following rights and privileges:
 - a. The right to construct the Improvements within the Easement Property in such manner as may reasonably be determined to be necessary or advisable, in accordance with the Plans and any Town requirements. Nothing herein waives the need for rights-of-way permits, if required.

- b. The right to provide erosion control on the Easement Property for the full width thereof in such manner as may be reasonably determined to be necessary or advisable.
- c. The right of ingress and egress to and from the Easement Property.
- d. The right to mark the location of the Easement Property with markers set in the ground.
- e. The right to stage, stockpile and store materials, equipment and vehicles on the Easement Property in locations as determined by mutual agreement of the Town and the District, as necessary for the completion of the Improvements.
- f. The right to exercise all other rights necessary and incident to the full and complete use and enjoyment of the easement for the purposes of completion of the Improvements.
- g. The Easement shall automatically terminate and expire upon final acceptance of the Improvements.

To the extent areas needed for temporary construction easements are not owned or controlled by the Town, the Town agrees to use its best efforts to acquire such interests to permit construction of the Improvements to proceed.

- 6. **Establishment of Reimbursement Amount.** The Parties agree that the Town's obligation to reimburse the District shall be limited to those actual costs incurred by the District including but not limited to actual construction costs, engineering, design, and construction management costs. The District shall provide to the Town, as a condition of reimbursement, an accounting of final costs of the design, engineering, and construction of the Improvements including paid receipts or other documentation as the Town may reasonably request to verify the amount of the Improvements (the "Final Costs"). Upon receipt by the Town of the Final Costs, the Town hereby agrees to reimburse the District the amount of fifty percent (50%) of the Final Costs. Such demand for reimbursement may be in one or more invoices.
- 7. **Timing of Reimbursement/Current Appropriation.** Upon the presentation of the Final Costs to the Town, the Town shall pay to the District a total amount set forth in the Final Costs within 30 days of receipt thereof. The Town affirms and acknowledges that it has present budgetary appropriations in the amount sufficient to permit the reimbursement amount in the current fiscal year or such amount will be the subject of a supplemental appropriation to permit the reimbursement amount in the current fiscal year.
- 8. **Obligations Irrevocable.**
 - a. The obligations created by this Agreement are absolute, irrevocable, unconditional, and are not subject to setoff or counterclaim.

- b. The Town shall not take any action which would delay or impair the District's ability to receive the funds contemplated.
9. **Compliance with TABOR.** It is the intent of the Town to fully comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular Subsection 4 (b). Therefore, the parties agree that this Agreement is subject to an annual appropriation by the Town, and that the failure to make such appropriation, will relieve the Town of any multi-year fiscal obligations which may be created by the terms of this Agreement.
10. **Limited Effect.** This Agreement shall be effective only as to the recitals set forth herein and its terms shall apply only to the Improvements described herein. The reimbursement provisions of this Agreement shall apply only to such Improvements.
11. **Compliance with Law.** When fulfilling its obligations under this Agreement, the District shall comply with all relevant laws, ordinances, and regulations in effect at the time of the commencement of construction.
12. **Notices.** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, first class postage prepaid, addressed as follows:

North Weld:

North Weld County Water District
 Attention: Eric Reckentine, Manager
 32835 County Road 39
 P.O. Box 56 Lucerne, CO 80646
 Telephone: (970) 356-3020
 Facsimile: (970) 395-0997

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
 Attention: Zachary P. White, Esq.
 2154 East Commons Avenue, Suite 2000
 Centennial, CO 80122
 (303) 858-1800 (phone)
zwhite@wbapc.com

To the Town:

Town of Timnath
 4750 Signal Tree Drive
 Timnath, CO 80547
 Attn: Town Engineer
 Phone: (970) 224-3211

Email: jstone@timnathgov.com

With a copy to:

Carolyn R. Steffl
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302
(303) 447-1375
csteffl@dietzedavis.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other Party in accordance with the provisions hereof.

13. **Governmental Immunity.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as now or hereafter amended, as enjoyed by either Party.
14. **Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the District. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Town and the District that any such person or entity, other than the Town and the District receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
15. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
16. **Waiver.** The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.
17. **Entire Understanding.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing.

18. **Modification and Amendment.** This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
19. **Attorney Fees.** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, then to the extent permitted by law, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both Parties, each shall bear its own costs in their entirety.
20. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns.
21. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed proper only if such action is commenced in the District Court for Weld County, Colorado. The District expressly waives its right to bring such action in or to remove such action to any other court, whether state or federal.
22. **No Partnership or Agency.** Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither the District nor the Town shall be deemed or constitute a partner, joint venture, or agent of the other.

[Remainder of Page Intentionally Left Blank]

DATED this _____ day of _____, 2024.

TOWN OF TIMNATH, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk [Seal]

NORTH WELD COUNTY WATER DISTRICT

By: _____
President

**EXHIBIT A
IMPROVEMENTS**

**EXHIBIT B
COST ESTIMATE**



October 9, 2024

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: Bid Award Recommendation
North Weld County Water District – Timnath 36” Water Line Adjustment Project

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) evaluated the Timnath 36” Water Line Adjustment Project bids submitted Friday, October 4, 2024. Four bids were submitted by contractors who attended the mandatory pre-bid conference held September 17, 2024. Table 1 presents the bid tabulation and is summarized below:

1. Reynolds Construction, LLC	\$243,848.00
2. Garney Companies, Inc.	\$276,425.00
3. Connell Resources, Inc.	\$319,770.00
4. Wagner Construction, Inc.	\$367,666.00

Reynolds Construction, LLC. submitted the low bid in the amount of **\$243,848.00**. Reynolds Construction, LLC did not submit the September 24, 2024 Addendum No. 1 cover sheet as requested in the bidding documents. However, North Weld County Water District and the Town of Timnath elected to waive this and requested Reynolds Construction, LLC submit the Addendum No. 1 cover sheet following the bid opening. Reynolds Construction, LLC submitted the Addendum No. 1 cover sheet and its Statement of Qualifications package October 7, 2024 prior to the Instructions to Bidders, Section 18.08, 1:00 pm deadline. Table 2 summarizes the Bid Submittal Requirements Checklist.

Trihydro spoke with Reynolds Construction, LLC after the bid opening to confirm understanding of the work required. We also checked references provided in the submitted Statement of Qualifications and received positive feedback on previous work performed. Trihydro recommends the North Weld County Water District award the Timnath 36” Water Line Adjustment Project to the lowest qualified bidder, Reynolds Construction, LLC, in the amount of **\$243,848.00**, subject to Board approval and based on adequate funding availability.



Mr. Eric Reckentine
October 9, 2024
Page 2

If you have questions or concerns regarding this contract award recommendation, please feel free to contact me at (307) 745-7474.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "Loren Eldridge-Looker".

Loren Eldridge-Looker, P.E.
Engineer of Record

0075Q-003-0010

Attachment

TABLES

TABLE 1. BID TABULATION
NORTH WELD COUNTY WATER DISTRICT - TIMNATH 36" WATER LINE ADJUSTMENT
NORTH WELD COUNTY WATER DISTRICT AND TOWN OF TIMNATH, COLORADO
BID DATE: OCTOBER 4, 2024



BASE BID

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		GARNEY COMPANIES, INC.		REYNOLDS CONSTRUCTION, LLC		WAGNER CONSTRUCTION, INC.		CONNELL RESOURCES, INC.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization, Bonds, and Insurance	LS	LUMP SUM	\$50,156.00	\$50,156.00	\$40,000.00	\$40,000.00	\$32,000.00	\$32,000.00	\$61,000.00	\$61,000.00	\$50,500.00	\$50,500.00
2	Storm Water Permit and Erosion Control	LS	LUMP SUM	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$1,980.00	\$1,980.00	\$12,700.00	\$12,700.00
3	Potholing	EA	10	\$400.00	\$4,000.00	\$150.00	\$1,500.00	\$900.00	\$9,000.00	\$293.00	\$2,930.00	\$428.00	\$4,280.00
4	Removal And Haul of Existing Pavement	SY	374	\$25.00	\$9,350.00	\$15.00	\$5,610.00	\$25.00	\$9,350.00	\$9.00	\$3,366.00	\$21.00	\$7,854.00
5	Water Main (36-inch, DI, Restrained Joint) - OWNER-FURNISHED	LF	100	\$800.00	\$80,000.00	\$250.00	\$25,000.00	\$125.00	\$12,500.00	\$427.00	\$42,700.00	\$45.00	\$4,500.00
6	Water Main (4-inch, C900 DR 18 Pipe, Restrained Joint)	LF	120	\$505.00	\$60,600.00	\$130.00	\$15,600.00	\$270.00	\$32,400.00	\$172.00	\$20,640.00	\$118.00	\$14,160.00
7	Gate Valve (4-inch , MJ x MJ)	EA	2	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$3,400.00	\$6,800.00	\$8,383.00	\$16,766.00	\$2,600.00	\$5,200.00
8	Tapping Saddle, Tap, and Corporation Stop (1-inch)	EA	1	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$3,906.00	\$3,906.00	\$3,020.00	\$3,020.00
9	Ductile Iron Fitting (36-inch, 45-degree bend, MJ x MJ) - OWNER-FURNISHED	EA	4	\$9,058.00	\$36,232.00	\$1,300.00	\$5,200.00	\$1,100.00	\$4,400.00	\$4,807.00	\$19,228.00	\$2,210.00	\$8,840.00
10	Ductile Iron Fitting (36-inch, Solid Sleeve, MJ x MJ) - OWNER-FURNISHED	EA	2	\$9,058.00	\$18,116.00	\$1,200.00	\$2,400.00	\$1,900.00	\$3,800.00	\$9,830.00	\$19,660.00	\$18,400.00	\$36,800.00
11	Ductile Iron Fitting (4-inch, 45-degree bend, MJ x MJ)	EA	4	\$2,250.00	\$9,000.00	\$850.00	\$3,400.00	\$1,400.00	\$5,600.00	\$1,749.00	\$6,996.00	\$1,030.00	\$4,120.00
12	Ductile Iron Fitting (4-inch, ROMAC MACRO Coupling)	EA	6	\$1,750.00	\$10,500.00	\$420.00	\$2,520.00	\$1,000.00	\$6,000.00	\$7,237.00	\$43,422.00	\$4,690.00	\$28,140.00
13	Dewatering	LS	LUMP SUM	\$50,000.00	\$50,000.00	\$43,500.00	\$43,500.00	\$20,000.00	\$20,000.00	\$42,745.00	\$42,745.00	\$43,500.00	\$43,500.00
14	Disinfection	LS	LUMP SUM	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$320.00	\$320.00	\$2,460.00	\$2,460.00
15	Hydrostatic Testing	LS	LUMP SUM	\$1,100.00	\$1,100.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$3,348.00	\$3,348.00	\$3,790.00	\$3,790.00
16	Pipe Culvert (24-inch, RCP)	LF	56	\$350.00	\$19,600.00	\$450.00	\$25,200.00	\$200.00	\$11,200.00	\$386.00	\$21,616.00	\$194.00	\$10,864.00
17	Pipe Culvert Flared End Section (24-inch, RCP)	EA	2	\$3,750.00	\$7,500.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$2,873.00	\$5,746.00	\$2,340.00	\$4,680.00
18	Riprap (Type D50 = 9-inch, 18-inches Thick)	CY	4	\$875.00	\$3,500.00	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$185.00	\$740.00	\$751.00	\$3,004.00
19	Asphalt Patch (6-inch Depth)	SY	374	\$107.00	\$40,018.00	\$52.00	\$19,448.00	\$72.00	\$26,928.00	\$88.00	\$32,912.00	\$64.50	\$24,123.00
20	Crushed Base (12-inch Depth)	CY	137	\$131.00	\$17,947.00	\$131.00	\$17,947.00	\$110.00	\$15,070.00	\$51.00	\$6,987.00	\$155.00	\$21,235.00
21	Site Restoration	LS	LUMP SUM	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$5,630.00	\$5,630.00	\$10,700.00	\$10,700.00
22	Temporary Traffic Control	LS	LUMP SUM	\$35,000.00	\$35,000.00	\$23,300.00	\$23,300.00	\$13,000.00	\$13,000.00	\$5,028.00	\$5,028.00	\$15,300.00	\$15,300.00
BASE BID TOTAL					\$488,119.00		\$276,425.00		\$243,848.00		\$367,666.00		\$319,770.00

TABLE 2. BIDDING REQUIREMENTS CHECKLIST
NORTH WELD COUNTY WATER DISTRICT - TIMNATH 36" WATER LINE ADJUSTMENT PROJECT
NORTH WELD COUNTY WATER DISTRICT AND TOWN OF TIMNATH, COLORADO
BID DATE: OCTOBER 4, 2024

BID SUBMITTAL REQUIREMENTS CHECKLIST
 Friday, October 4, 2024

Bid Submittal Requirements	Garney Companies, Inc.	Reynolds Construction, LLC	Wagner Construction, Inc.	Connell Resources, Inc.
Attended Mandatory Pre-Bid Meeting	Y	Y	Y	Y
10% Bid Bond	Y	Y	Y	Y
Acknowledge receipt of Addendum (1) on Bid Form	Y	Y	Y	Y
Addendum No. 1 Cover Page	Y	N (Submitted October 7, 2024)	Y	Y
Bid Form	Y	Y	Y	Y
List of Subcontractors and Suppliers	Y	Y	Y	Y

SECTION 00 52 00

AGREEMENT

This Agreement is by and between **North Weld County Water District**, a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, State of Colorado (“Owner”) and Reynolds Construction, LLC (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Removal and replacement of approximately 100-feet of 36-inch ductile iron (DI) water line within Weld County Road 13/South County Line Road 1.
- B. Removal and replacement of approximately 100-feet of 4-inch asbestos cement (AC) water line with 4-inch AWWA C900 DR18 PVC.
- C. Removal and replacement of approximately 56-feet of existing 18-inch clay pipe culvert with 24-inch RCP.
- D. Related items necessary to facilitate the complete installation of water lines and culvert.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 – WORK.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Trihydro Corporation** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

3.03 The Project’s construction will be administered by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before December 17, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 13, 2025. Substantial Completion is defined as all Work completed, tested and accepted, with the exception of paving and seeding.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay the Owner, as liquidated damages and not as a penalty, the following sums:
 1. *Substantial Completion:* Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial

Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 For the performance of the Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor Two Hundred Forty-Three Thousand Eight Hundred Forty-Eight Dollars and Zero Cents (\$243,848.00), in accordance with the Contract Documents. The Agreement price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in the Cost of the Work, which changes shall be calculated based upon the unit-price bids contained in the Bid Form and verified by the Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent of the calculated value of any Work completed, less the aggregate of payments previously made, until all of the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The Retainage percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments

shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with Section 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price, including release of any Retainage, in accordance with the Contract Documents and Section 38-26-107, C.R.S.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release Retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- B. Refer to Section 00 62 76 for Consent of Surety form.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents which comprise the entire agreement and contract between Owner and Contractor, and which are attached to this Agreement and are incorporated herein by this reference, consist of all of the following:
 - 1. This Agreement and any Amendments thereto.
 - 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Labor and Materials Payment Bond (together with power of attorney).
 - 3. Certificate of Insurance and copies of policies.
 - 4. Notice of Award.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications and Standards as listed in the Table of Contents – Section 00 01 10 – of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: **NORTH WELD COUNTY WATER DISTRICT, TIMNATH 36" WATER LINE ADJUSTMENT.**
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form – Section 00 41 00, which is attached hereto and incorporated herein by this reference as Exhibit A (pages 1 to 8 inclusive).

- b. Documentation submitted by Contractor with Bid and prior to Notice of Award.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Modifications, Work Change Orders and Directives, Field Orders or other such revisions properly authorized after execution hereof.
 - c. Warranty Bond, if any.
 - d. Certificate of Substantial Completion (Section 00 65 16) and Notice of Acceptability of Work (Section 00 65 17).
 - e. All documents contained or referenced within the Project Manual, Drawings, and Specifications for the Project.
 - f. Engineering Supplemental Information (ESI).
 - g. Requests for Information (RFI) responses.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, repealed, modified, or supplemented as provided in the Contract. In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control.
- E. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to the Sanctions List Search administered by the Office of Foreign Assets Controls, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in

the E-Verify Program (as defined in Section 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. The Contractor affirmatively makes the follow declarations:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 2. The Contractor shall not knowingly enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 3. The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program and, if the Contractor is not accepted into the E-Verify Program prior to entering into this Agreement, that the Contractor shall apply to participate in the E-Verify Program every three (3) months until the Contractor is accepted or the this Agreement has been completed, whichever is earlier.
 4. The Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 5. If the Contractor obtains actual knowledge that a subcontractor performing the consulting services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - a. Notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien.
 - b. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required above the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 6. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in Section 8-17.5-102, C.R.S.
- B. If the Contractor violates a provision of the Agreement pursuant to Section 8-17.5-102, C.R.S., the Owner may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor certifies that it has not engaged in corrupt, fraudulent,

collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Independent Contractor
 1. Contractor is an independent contractor and nothing herein shall constitute or designate Contractor or any of its employees or agents as employees or agents of Owner. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from Owner, and shall be responsible for supervising its own employees or subcontractors. Owner is concerned only with the results to be obtained. Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. Contractor shall be responsible for its safety, the

safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Owner, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than Owner, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

C. Owner makes the following representations:

1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

8.04 *Change Orders*

- A. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and that the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

8.05 *Miscellaneous*

- A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that are or may become due (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment of the Agreement which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the Contractor from any duty or responsibility under the Contract Documents. The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.

- C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.
- D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.
- E. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.
- F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.
- G. This Agreement, together with the other Contract Documents, constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.
- H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.
- I. Unless otherwise expressly provided, any reference herein to "days" shall mean calendar days. All times stated in the Contract Documents are of the essence.
- J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.
- K. Nothing contained in the Contract Documents shall be construed as a waiver of the Owner of the rights and privileges afforded under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as may be amended from time to time.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

North Weld County Water District

By: _____

Officer of the District

Address: 32825 CR 39 Lucerne, CO 80646

Phone: (970) 356-3020

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as Officer of North Weld County Water District.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

CONTRACTOR:

By: _____

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____ 20__, by
_____ as _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

CONTRACTOR'S BID FORM

(TO BE INSERTED AFTER AWARD)

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance: October 14, 2024
North Weld County Water District
Owner: 32825 WCR 39
Lucerne, CO 80646
Engineer: Trihydro Corporation
Engineer's Project No.: **0075Q-003-0010 - 0010**
Project: **Timnath 36" Water Line Adjustment**
Contract Name: **Timnath 36" Water Line Adjustment**
Bidder: Reynolds Construction, LLC
Bidder's Address: 1775 E. 69th Ave.
Denver, CO 80229

The Owner, having duly considered the Bid Form submitted on October 4, 2024, for the Work covered by the Contract Documents titled Timnath 36" Water Line Adjustment in the amount of Two Hundred Forty-Three Thousand Eight Hundred Forty-Eight Dollars and Zero Cents (\$243,848.00) and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

The Contract Price of the awarded Contract is \$243,848.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically. Drawings will be delivered with the Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required Performance Bond and Labor and Materials Payment Bonds) and insurance certificates on ACORD Form 25 with copies of applicable insurance policies and documentation, as specified in the Instructions to Bidders, General Conditions (Articles 2 and 6), and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Owner: **North Weld County Water District**

By (*signature*): _____

Name (*printed*): Eric Reckentine

Title: District Manager

Copy: Engineer

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

By: _____
Title: _____

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Owner: **North Weld County Water District**

Engineer: **Trihydro Corporation** Engineer's Project No.: **0075Q-003-0010-0010**

Contractor: **Reynolds Construction, LLC** Contractor's Project No.:

Project: **Timnath 36" Water Line Adjustment**

Effective Date of Contract: **October 14, 2024**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **October 14, 2024** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement (Section 00 52 00):

The date by which Substantial Completion must be achieved is **December 17, 2024** and the date by which readiness for final payment must be achieved is **June 13, 2025**.

Before starting any Work at the Site, Contractor must comply with the following:

Paragraphs 2.01B and 2.01C of the General Conditions provides that Contractor and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

The Contractor is to notify Owner and Engineer in writing or by email forty-eight (48) hours before starting Work.

Owner: **North Weld County Water District**

By (*signature*): _____

Name (*printed*): Eric Reckentine

Title: District Manager

Date Issued: _____, 20__.

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 20__.

CONTRACTOR

Copy: Trihydro Corporation

END OF SECTION

RESOLUTION 20241014-01

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

WHEREAS, the North Weld County Water District (“District”) has determined that it is necessary to construct an extension of the water system, known as the North Weld Zone 1 Water Supply Project (“Project”), for the health, safety and welfare of the persons for whom the District provides services; and

WHEREAS, the construction of the Project will require the acquisition of the permanent and/or temporary construction easements (“Easements”) over, under, on and across the properties described and depicted in Attachment A-1 through A-4 (collectively, the “Properties,”) attached hereto and incorporated herein by reference); and

WHEREAS, the District has previously contacted the owners of the Properties to negotiate in good faith for the acquisition of the Easements from the interested property owners; and

WHEREAS, time is of the essence and the acquisition of the Easements is desirable and necessary for the construction of the Project, and is necessary to protect and promote public health, safety and welfare; and

WHEREAS, the District has the power, right and authority to acquire the Easements by the power of eminent domain granted to it, including the rights granted to it by C.R.S. § 32-1-1006(1)(f).

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

1. The Board of Directors of the District (“Board”) hereby finds, determines and declares that it is necessary in the public interest and for public health, safety and welfare to acquire the Easements for the public use and purpose of constructing the Project.
2. The Board hereby authorizes Spencer Fane LLP to negotiate and commence condemnation proceedings as authorized by the Colorado Constitution and statutes for the purpose of exercising eminent domain over the Properties.
3. The legal descriptions of the Properties and the property interests necessary to complete the Project are subject to review by the District’s legal and engineering consultants and are subject to change.
4. The Board hereby authorizes the District’s consultants and legal counsel to proceed in accordance with this Resolution.
5. The Board expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time.
6. This Resolution shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

7. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, READ, AND ADOPTED this 14th day of October, 2024.

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

President

ATTEST

Secretary

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between AGIG LLC, a Colorado Limited Liability Company, whose address is 3282 Rock Park Dr. Fort Collins, CO 80528 (“**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 on Exhibit A attached hereto and made a part hereof (the “**Property**”).

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

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) 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
- (d) 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; and
- (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.
- (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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) 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 and so long as the same does not

interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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 Improvements, or 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, over, 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.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (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 Weld 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 appropriate 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 appropriate 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.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
AGIG LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ for AGIG LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Lot B, Amended Recorded Exemption NO. 0705-18-2-RE 954, recorded January 8, 1996, at Reception No. 2470925, located in the Northwest 1/4 of Section 18, Township 7 North, Range 67 West of the 6TH P.M., Except that portion conveyed in deed recorded October 3, 1996 at Reception No. 2514046, County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Amended Recorded Exemption No. 0705-18-2-RE-954, as recorded January 8, 1996, as Reception No. 2470925 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of said Northwest Quarter as bearing North 86°17'33" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,411.98 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 34995 at the Northwest Corner, and with all other bearings contained herein relative thereto;

THENCE South 00°20'57" East, along the east line of the Northwest Quarter, a distance of 59.60 feet to the POINT OF BEGINNING;
THENCE South 00°20'57" East, continuing along said east line, a distance of 40.05 feet;
THENCE along the arc of a curve concave to the north a distance of 101.30 feet, having a Radius of 11,540 feet, a Delta of 00°30'11" and is subtended by a chord that bears South 86°54'57" West a distance of 101.30 feet;
THENCE South 87°13'03" West a distance of 1,294.68 feet;
THENCE South 86°18'03" West a distance of 844.67 feet;
THENCE South 00°15'47" East a distance of 110.10 feet;
THENCE South 89°44'13" West a distance of 139.99 feet to the east Right-of-Way line of Weld County Road 13;
THENCE North 00°15'56" West, along said east line, a distance of 40.00 feet;
THENCE North 89°44'13" East a distance of 99.99 feet;
THENCE North 00°15'47" West a distance of 107.77 feet to the south line of that parcel described in Right-of-Way deed recorded October 26, 1951, in Book 1315 at Page 77, as reception number 1117112 of the WCCR;
THENCE along the south line of reception number 1117112 the following three courses;
THENCE North 86°18'03" East a distance of 882.66 feet;
THENCE North 87°13'03" East a distance of 1,295.00 feet to a Point of Curvature (PC);
THENCE along the arc of a curve concave to the north a distance of 103.02 feet, having a Radius of 11,500 feet, a Delta of 00°30'48" and is subtended by a chord that bears North 86°54'38" East a distance of 103.02 feet to the POINT OF BEGINNING;

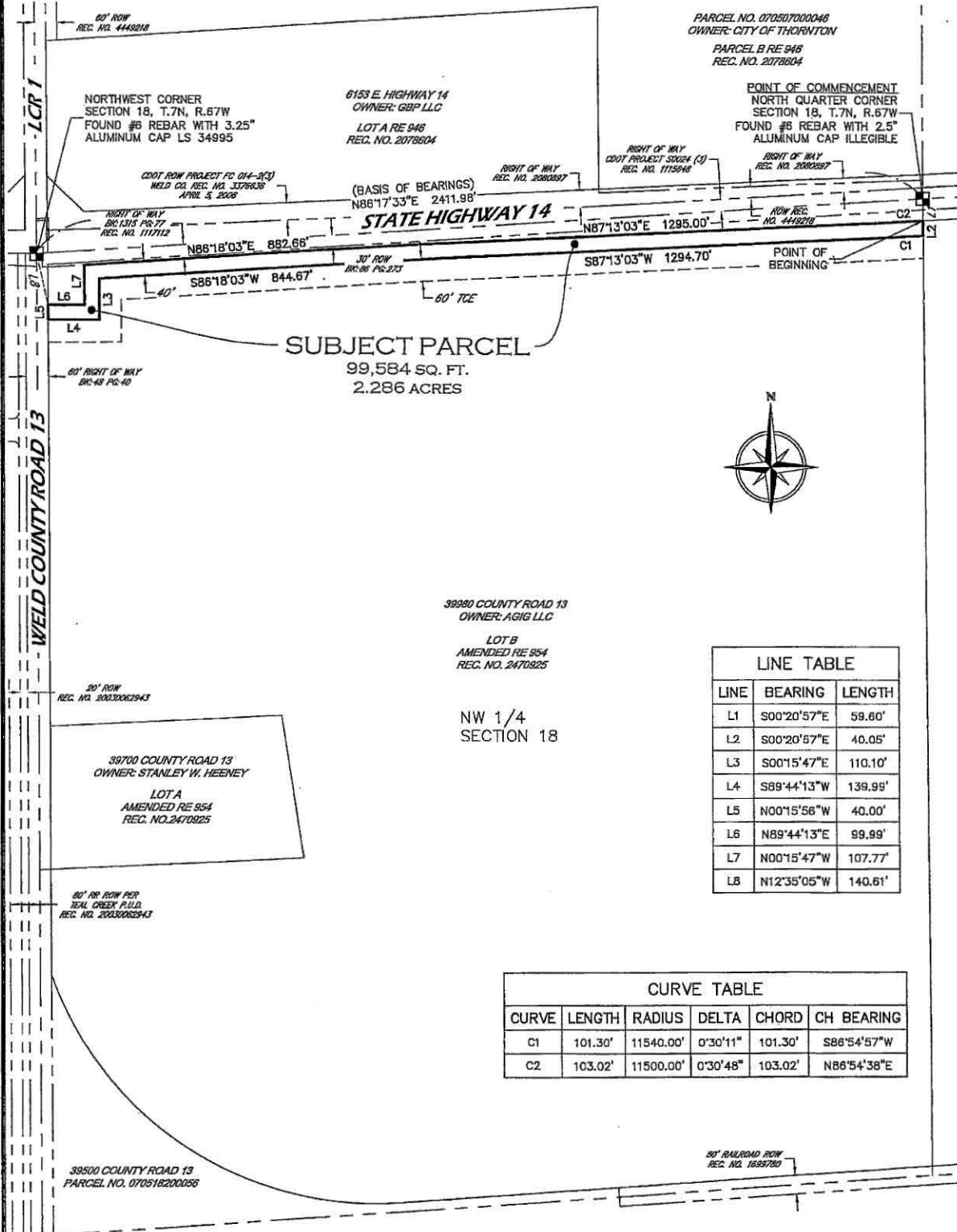
Said described parcel of land contains 99,584 Square Feet or 2.286 Acres, more or less (±).

SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.

Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





SUBJECT PARCEL
99,584 SQ. FT.
2.286 ACRES

PARCEL NO. 070507000046
OWNER: CITY OF THORNTON
PARCEL B RE 946
REC. NO. 2078604

POINT OF COMMENCEMENT
NORTH QUARTER CORNER
SECTION 18, T.7N, R.67W
FOUND #6 REBAR WITH 2.5"
ALUMINUM CAP ILLEGIBLE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'57"E	59.60'
L2	S00°20'57"E	40.05'
L3	S00°15'47"E	110.10'
L4	S89°44'13"W	139.99'
L5	N00°15'56"W	40.00'
L6	N89°44'13"E	99.99'
L7	N00°15'47"W	107.77'
L8	N12°35'05"W	140.61'

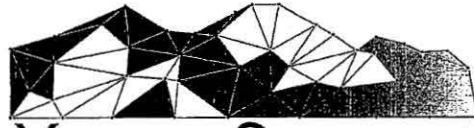
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	101.30'	11540.00'	0°30'11"	101.30'	S86°54'57"W
C2	103.02'	11500.00'	0°30'48"	103.02'	N86°54'38"E



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=250'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between AGIG LLC, a Colorado Limited Liability Company, whose address is 3282 Rock Park Dr. Fort Collins, CO 80528 (“**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 Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (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 on Exhibit B 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) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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 and invitees to enter over, through and upon the Temporary Easement Area with personnel, 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 Ten (10) days after Grantor received 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 Commencement Date, whichever shall first occur (“**Term**”). The expiration of the Term shall have no effect on the District’s permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

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 so long as the same does not interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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, except to the extent caused by Grantor's negligence or intentional misconduct, 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 use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, 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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be 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 Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate 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 appropriate 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.

- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
AGIG LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ for AGIG LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Lot B, Amended Recorded Exemption NO. 0705-18-2-RE 954, recorded January 8, 1996, at Reception No. 2470925, located in the Northwest 1/4 of Section 18, Township 7 North, Range 67 West of the 6TH P.M., Except that portion conveyed in deed recorded October 3, 1996 at Reception No. 2514046, County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Amended Recorded Exemption No. 0705-18-2-RE-954, as recorded January 8, 1996, as Reception No. 2470925 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of said Northwest Quarter as bearing North $86^{\circ}17'33''$ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,411.98 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 34995 at the Northwest Corner, and with all other bearings contained herein relative thereto;

THENCE South $00^{\circ}20'57''$ East, along the east line of the Northwest Quarter, a distance of 99.66 feet to the POINT OF BEGINNING;
THENCE South $00^{\circ}20'57''$ East, continuing along said east line, a distance of 60.08 feet;
THENCE along the arc of a curve concave to the north a distance of 98.72 feet, having a Radius of 11,600 feet, a Delta of $00^{\circ}29'15''$ and is subtended by a chord that bears South $86^{\circ}55'25''$ West a distance of 98.72 feet;
THENCE South $87^{\circ}13'03''$ West a distance of 1,294.24 feet;
THENCE South $86^{\circ}18'03''$ West a distance of 787.68 feet;
THENCE South $00^{\circ}15'47''$ East a distance of 113.60 feet;
THENCE South $89^{\circ}44'13''$ West a distance of 199.99 feet to the east Right-of-Way line of Weld County Road 13;
THENCE North $00^{\circ}15'56''$ West, along said east line, a distance of 60.00 feet;
THENCE North $89^{\circ}44'13''$ East a distance of 139.99 feet;
THENCE North $00^{\circ}15'47''$ West a distance of 110.10 feet;
THENCE along line parallel with and 40.00 feet south of, as measured at a right angle, the south line of that parcel described in Right-of-Way deed recorded October 26, 1951, in Book 1315 at Page 77, as reception number 1117112 of the WCCR, the following three courses;
THENCE North $86^{\circ}18'03''$ East a distance of 844.67 feet;
THENCE North $87^{\circ}13'03''$ East a distance of 1,294.70 feet;
THENCE along the arc of a curve concave to the north a distance of 101.30 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}30'11''$ and is subtended by a chord that bears North $86^{\circ}54'57''$ East a distance of 101.30 feet to the POINT OF BEGINNING;

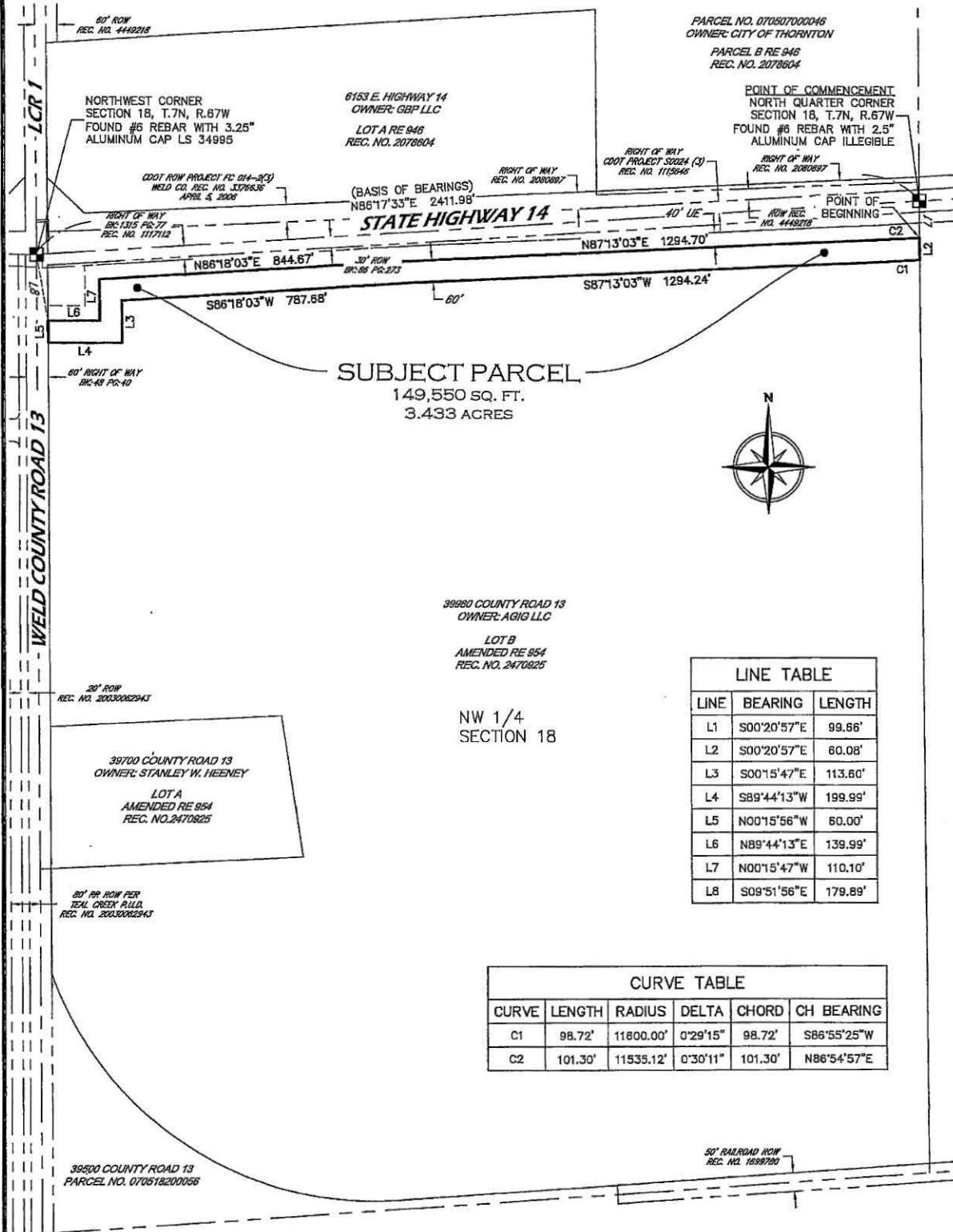
Said described parcel of land contains 149,550 Square Feet or 3.433 Acres, more or less (\pm).

SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.

Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'57\"E	99.66'
L2	S00°20'57\"E	60.08'
L3	S00°15'47\"E	113.60'
L4	S89°44'13\"W	199.99'
L5	N00°15'56\"W	60.00'
L6	N89°44'13\"E	139.99'
L7	N00°15'47\"W	110.10'
L8	S09°51'56\"E	179.89'

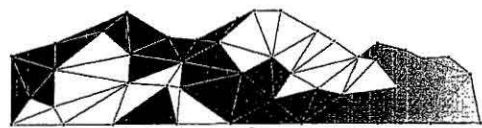
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	98.72'	11800.00'	0°29'15\"	98.72'	S86°55'25\"W
C2	101.30'	11535.12'	0°30'11\"	101.30'	N86°54'57\"E



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=250'

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between RDJ, LLC, a Colorado Limited Liability Company, whose address is 6525 Gunpark Dr. APT 370-280, Boulder, CO 80301 (“**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 on Exhibit A attached hereto and made a part hereof (the “**Property**”).

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

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) 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
- (d) 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; and
- (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.
- (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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) 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 and so long as the same does not

interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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 Improvements, or 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, over, 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.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (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 Weld 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 appropriate 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 appropriate 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.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
RDJ, LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ronda Holiday-Goulart as Manager for RDJ, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Permanent Water Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on April 14, 2020 at Reception Number 4582577 (the “Mortgage”), hereby approves, ratifies, confirms, consents and subordinates its lien to said Permanent Water Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Permanent Water Easement Agreement shall not be affected thereby.

Dated this _____ day of _____, 2024.

ELEVATIONS CREDIT UNION

By: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of Elevations Credit Union.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Permanent Water Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on April 14, 2020 at Reception Number 4582579 (the “**Mortgage**”), hereby approves, ratifies, confirms, consents and subordinates its lien to said Permanent Water Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Permanent Water Easement Agreement shall not be affected thereby.

Dated this _____ day of _____, 2024.

ELEVATIONS CREDIT UNION

By: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of Elevations Credit Union.

WITNESS my hand and official seal.

My commission expires: _____

 Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Lot A and B, Recorded Exemption No. 0705-17-2-RE1895 recorded January 30, 1998, at Reception No. 2591692 situate in the Northwest $\frac{1}{4}$ of Section 17, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE1895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 46.60 feet;

THENCE South 89°35'49" West, along the south line of that parcel described in Right-of-Way Deed recorded May 31, 1951, in Book 1304 at Page 105, as Reception No. 1108068 of the WCCR, a distance of 710.42 feet to the east line of Lot B, RE1895;

THENCE South 06°04'56" West, along the east line of Lot B, a distance of 626.44 feet to the Easterly Corner of Lot B, and the POINT OF BEGINNING;

THENCE South 55°37'15" East, along said east line, a distance of 45.43 feet;

THENCE South 06°04'56" West a distance of 199.52 feet to the south line of Lot B;

THENCE along the south and west lines of Lot B the following four courses;

THENCE South 89°35'49" West a distance of 164.94 feet;

THENCE South 00°09'18" East a distance of 30.00 feet;

THENCE South 89°35'49" West a distance of 846.60 feet to the southwest corner of Lot B;

THENCE North 00°09'18" West a distance of 40.00 feet;

THENCE North 89°35'49" East a distance of 806.60 feet;

THENCE North 00°09'18" West a distance of 30.00 feet;

THENCE North 89°35'49" East a distance of 169.05 feet;

THENCE North 06°04'56" East a distance of 185.34 feet to the easterly Corner of Lot B, and the POINT OF BEGINNING.

Said described parcel of land contains 48,641 Square Feet or 1.117 Acres, more or less (±).

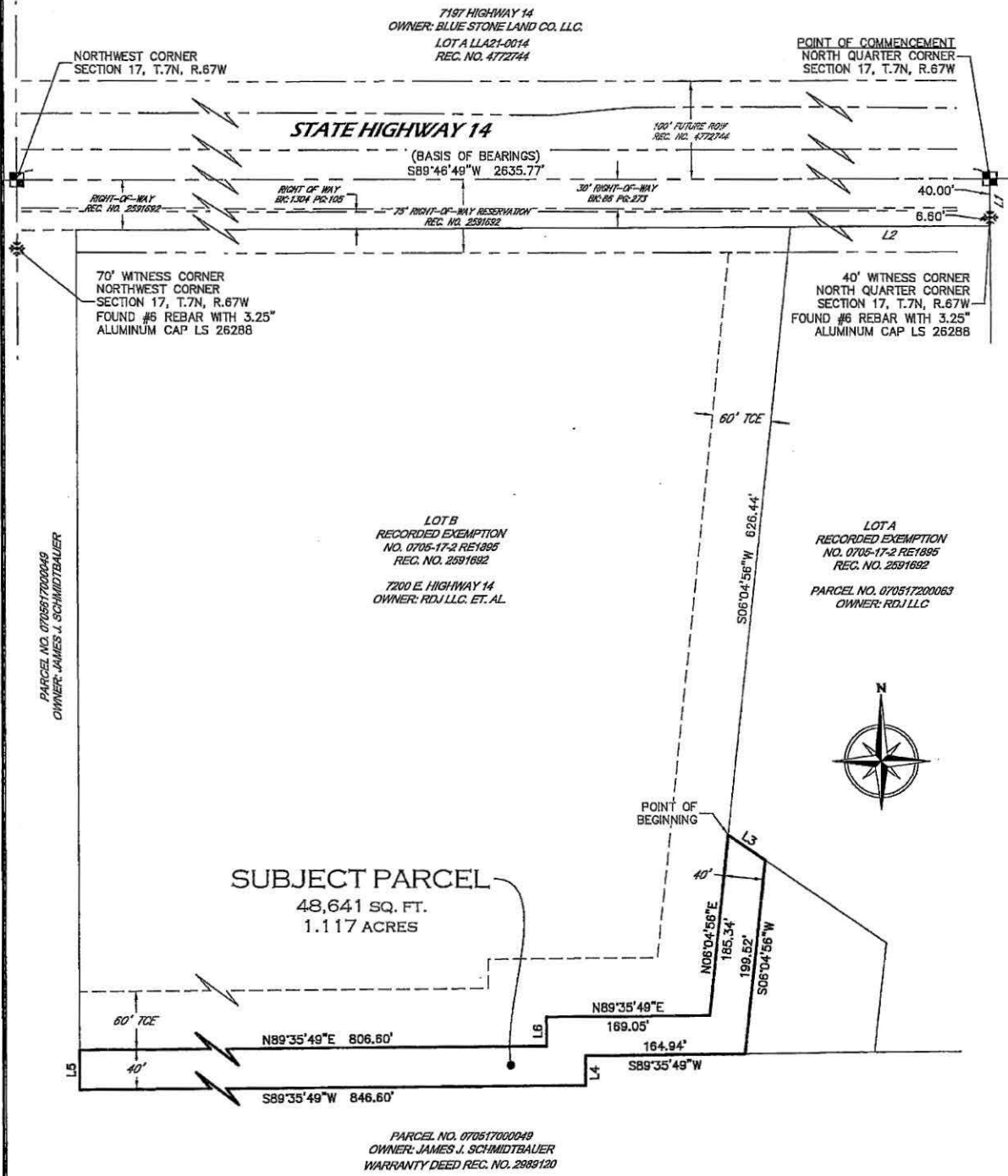
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE

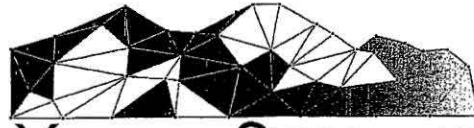
LINE	BEARING	LENGTH
L1	S00°11'58"E	46.60'
L2	S89°35'49"W	710.42'
L3	S55°37'15"E	45.43'
L4	S00°09'18"E	30.00'
L5	N00°09'18"W	40.00'
L6	N00°09'18"W	30.00'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 6-3-2024 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Lot A, Recorded Exemption No. 0705-17-2 RE1895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 75.00 feet to the POINT OF BEGINNING;
THENCE South 00°11'58" East, continuing along said east line, a distance of 40.00 feet;
THENCE South 89°46'49" West a distance of 677.45 feet;
THENCE South 06°04'56" West along a line parallel with, and 40.00 feet east of, as measured at a right angle to, the west line of Lot A, RE1895, a distance of 585.87 feet to the south line of Lot A;
THENCE North 55°37'15" West, along said south line, a distance of 45.43 feet to the Southwesterly Corner of Lot A;
THENCE North 06°04'56" East, along the west line of Lot A, a distance of 600.16 feet;
THENCE North 89°46'49" East a distance of 713.29 feet to the east line of the Northwest Quarter and the POINT OF BEGINNING.

Said described parcel of land contains 51,535 Square Feet or 1.183 Acres, more or less (±).

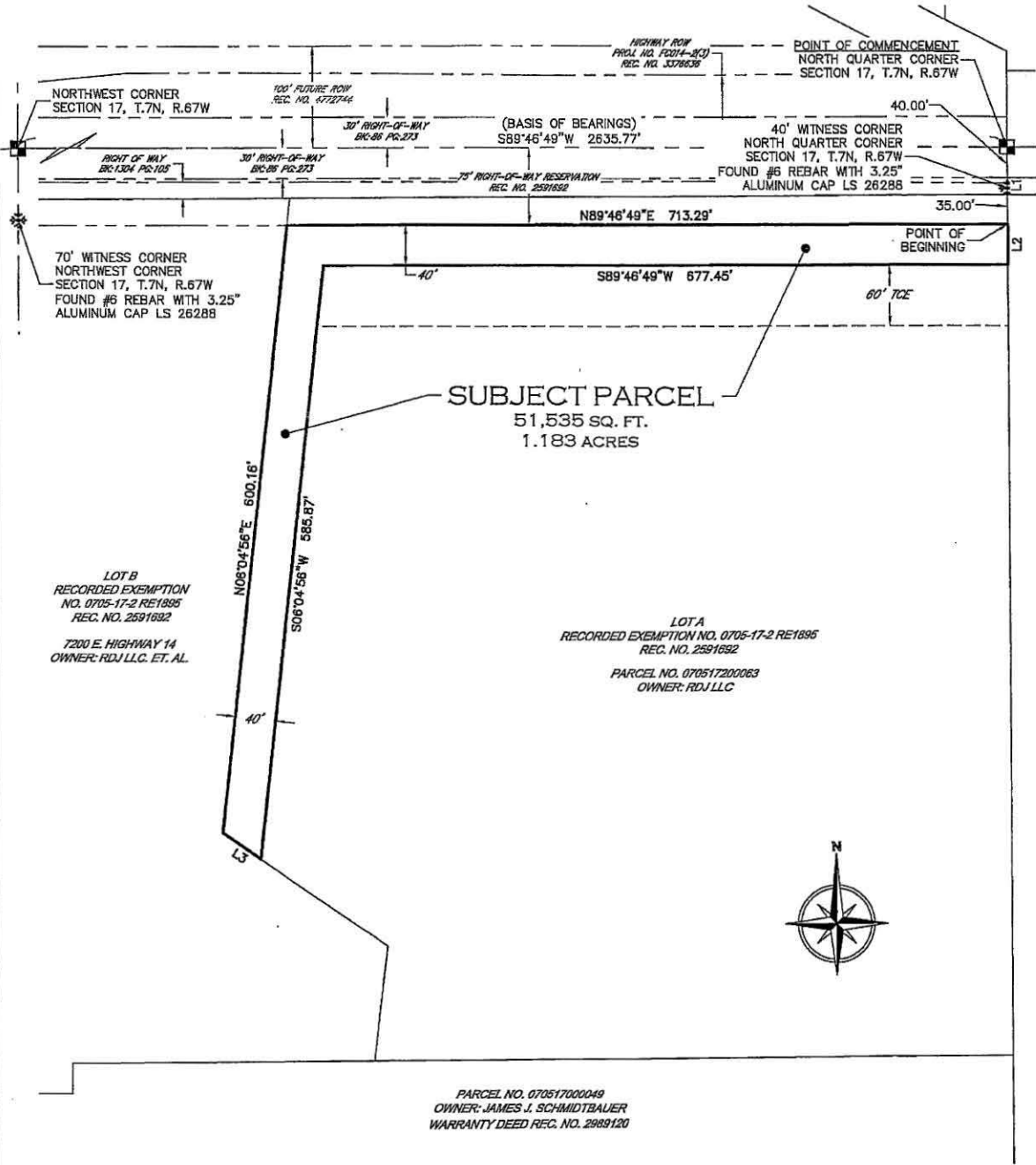
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





SUBJECT PARCEL
 51,535 SQ. FT.
 1.183 ACRES

LOT B
 RECORDED EXEMPTION
 NO. 0705-17-2 RE1895
 REC. NO. 2591692
 7200 E. HIGHWAY 14
 OWNER: RDJ LLC. ET. AL.

LOT A
 RECORDED EXEMPTION NO. 0705-17-2 RE1895
 REC. NO. 2591692
 PARCEL NO. 070517200063
 OWNER: RDJ LLC

PARCEL NO. 070517000049
 OWNER: JAMES J. SCHMIDTBAUER
 WARRANTY DEED REC. NO. 2989120

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°11'58"E	75.00'
L2	S00°11'58"E	40.00'
L3	N55°37'15"W	45.43'



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 5-31-2024 SCALE: 1"=100'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between RDJ, LLC, a Colorado Limited Liability Company, whose address is 6525 Gunpark Dr. APT 370-280, Boulder, CO 80301 (“**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 Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (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 on Exhibit B and B-1 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) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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 and invitees to enter over, through and upon the Temporary Easement Area with personnel, 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 Ten (10) days after Grantor received 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 Commencement Date, whichever shall first occur (“**Term**”). The expiration of the Term shall have no effect on the District’s permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

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 so long as the same does not interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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, except to the extent caused by Grantor's negligence or intentional misconduct, 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 use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, 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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be 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 Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate 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 appropriate 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.

- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
RDJ, LLC, a Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ronda Holiday-Goulart as Manager for RDJ, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Permanent Water Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on April 14, 2020 at Reception Number 4582577 (the “**Mortgage**”), hereby approves, ratifies, confirms, consents and subordinates its lien to said Permanent Water Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Permanent Water Easement Agreement shall not be affected thereby.

Dated this _____ day of _____, 2024.

ELEVATIONS CREDIT UNION

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of Elevations Credit Union.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Permanent Water Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on April 14, 2020 at Reception Number 4582579 (the “Mortgage”), hereby approves, ratifies, confirms, consents and subordinates its lien to said Permanent Water Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Permanent Water Easement Agreement shall not be affected thereby.

Dated this _____ day of _____, 2024.

ELEVATIONS CREDIT UNION

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of Elevations Credit Union.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Lot A and B, Recorded Exemption No. 0705-17-2-RE1895 recorded January 30, 1998, at Reception No. 2591692 situate in the Northwest $\frac{1}{4}$ of Section 17, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE1895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 46.60 feet;

THENCE South 89°35'49" West, along the south line of that parcel described in Right-of-Way Deed recorded May 31, 1951, in Book 1304 at Page 105, as Reception No. 1108068 of the WCCR, a distance of 710.42 feet to the Northeast Corner of Lot B, RE1895;

THENCE South 06°04'56" West, along the east line of Lot B, a distance of 26.29 feet to the POINT OF BEGINNING;

THENCE South 06°04'56" West, along said east line and the extension thereof, a distance of 785.50 feet;

THENCE South 89°35'49" West a distance of 169.05 feet;

THENCE South 00°09'18" East a distance of 30.00 feet;

THENCE South 89°35'49" West a distance of 806.60 feet to the west line of Lot B;

THENCE North 00°09'18" West, along said west line, a distance of 60.00 feet;

THENCE North 89°35'49" East a distance of 746.60 feet;

THENCE North 00°09'18" West a distance of 30.00 feet;

THENCE North 89°35'49" East a distance of 175.23 feet;

THENCE North 06°04'56" East a distance of 725.31 feet;

THENCE North 89°46'49" East a distance of 60.36 feet to the Northeast Corner of Lot B, and the POINT OF BEGINNING.

Said described parcel of land contains 104,049 Square Feet or 2.389 Acres, more or less (±).

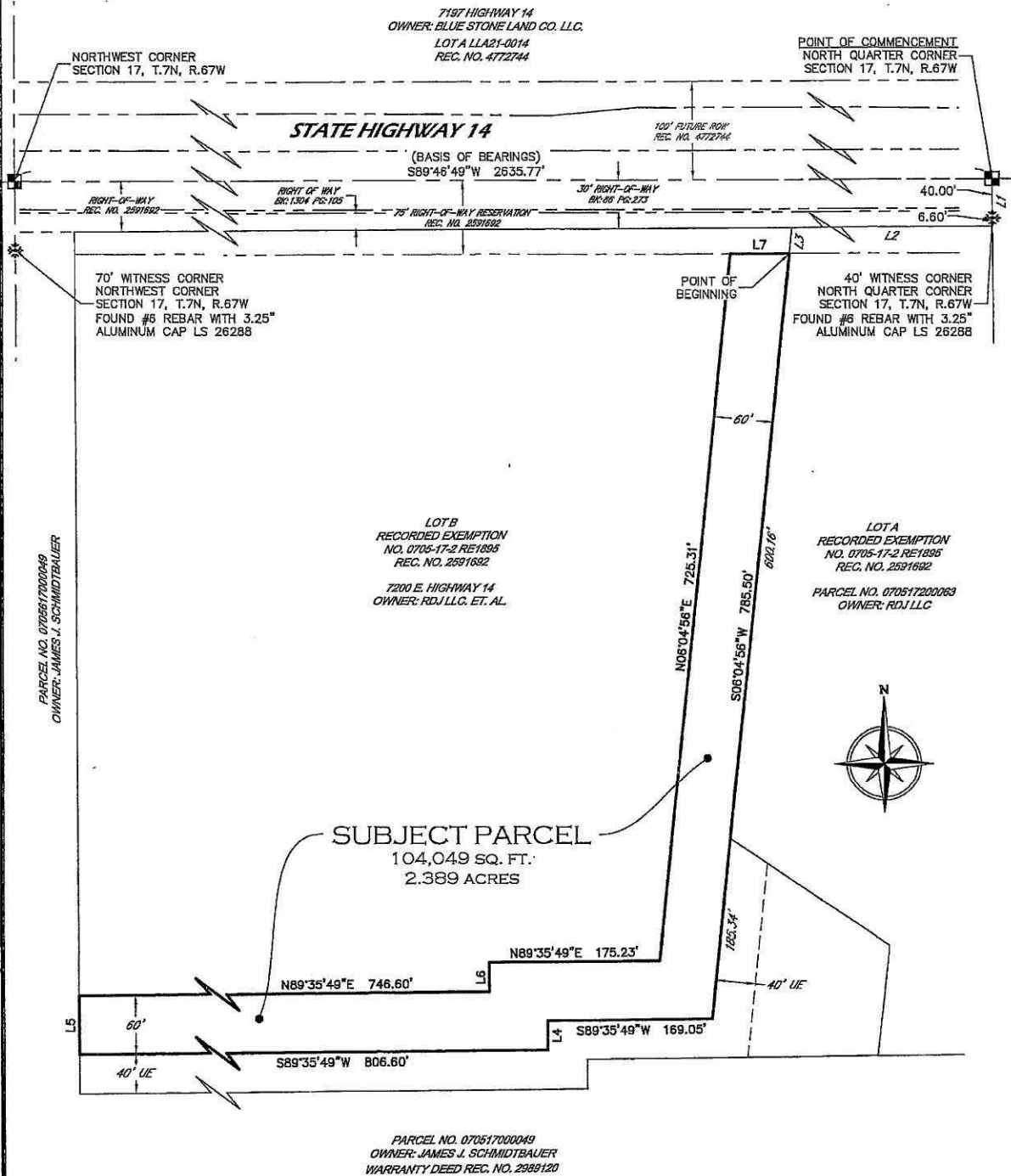
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE

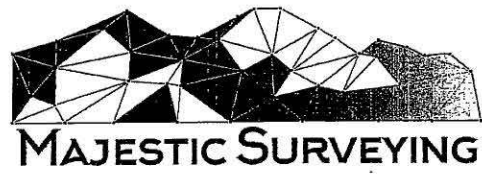
LINE	BEARING	LENGTH
L1	S00°11'58"E	46.60'
L2	S89°35'49"W	710.42'
L3	S06°04'56"W	26.29'
L4	S00°09'18"E	30.00'
L5	N00°09'18"W	60.00'
L6	N00°09'18"W	30.00'
L7	N89°46'49"E	60.36'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Lot A, Recorded Exemption No. 0705-17-2 RE1895 (RE1895) as recorded January 30, 1998, as Reception No. 2591692 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the east line of the Northwest Quarter, a distance of 75.00 feet to the POINT OF BEGINNING;
THENCE South 00°11'58" East, continuing along said east line, a distance of 40.00 feet;
THENCE South 89°46'49" West a distance of 677.45 feet;
THENCE South 06°04'56" West along a line parallel with, and 40.00 feet east of, as measured at a right angle to, the west line of Lot A, RE1895, a distance of 585.87 feet to the south line of Lot A;
THENCE North 55°37'15" West, along said south line, a distance of 45.43 feet to the Southwesterly Corner of Lot A;
THENCE North 06°04'56" East, along the west line of Lot A, a distance of 600.16 feet;
THENCE North 89°46'49" East a distance of 713.29 feet to the east line of the Northwest Quarter and the POINT OF BEGINNING.

Said described parcel of land contains 51,535 Square Feet or 1.183 Acres, more or less (±).

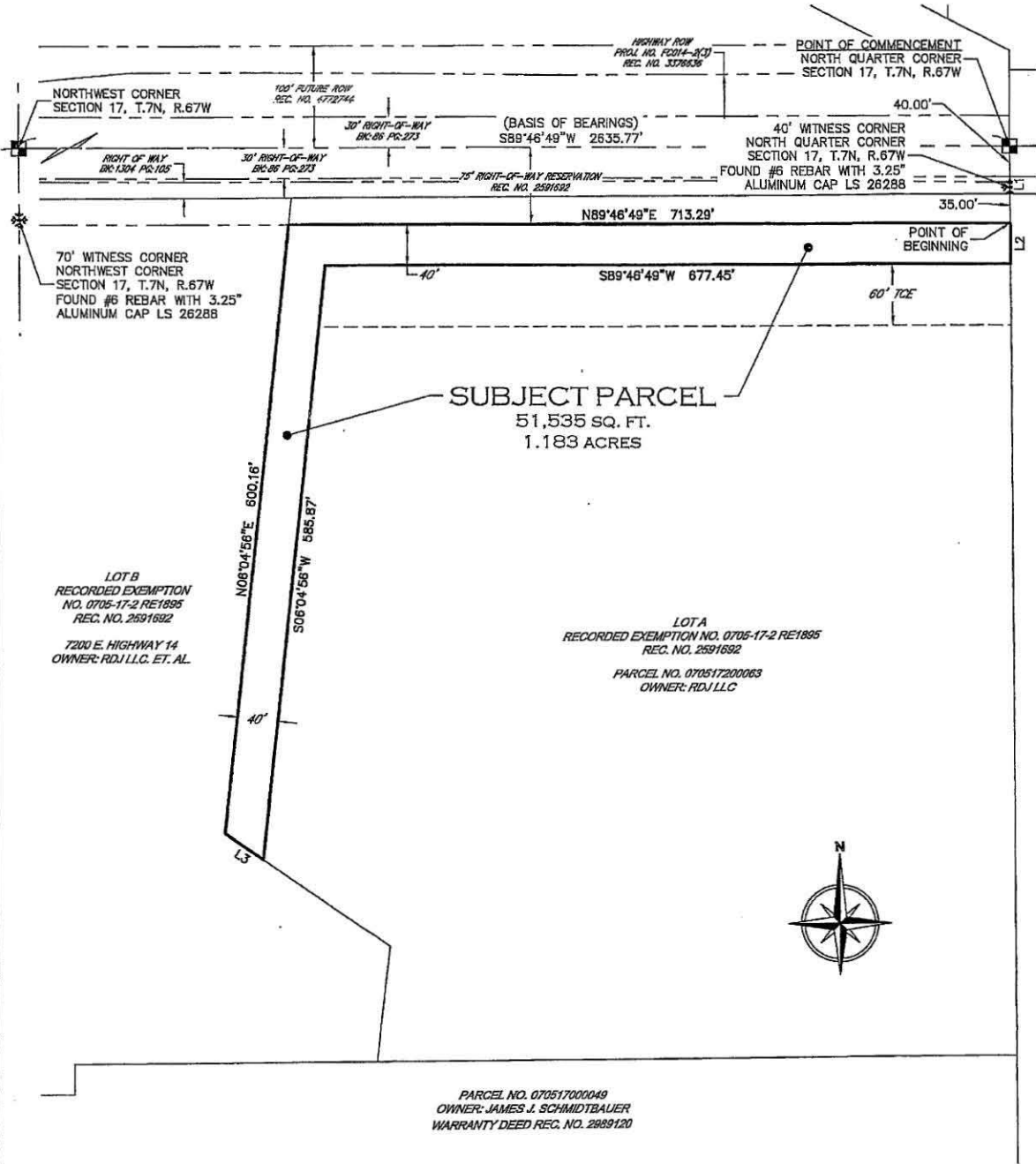
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





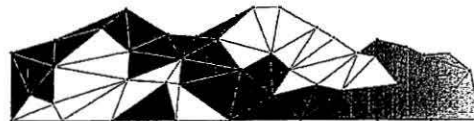
Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°11'58"E	75.00'
L2	S00°11'58"E	40.00'
L3	N55°37'15"W	45.43'



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 5-31-2024 SCALE: 1"=100'

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between THE TOWN OF TIMNATH, A COLORADO MUNICIPAL CORPORATION whose address is 4800 Goodman Street, Timnath, CO 80547 (“**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 on Exhibit A attached hereto and made a part hereof (the “**Property**”).

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

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) 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
- (d) 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; and
- (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.
- (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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) 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 and so long as the same does not

interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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 Improvements, or 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, over, 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.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (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 Weld 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 appropriate 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 appropriate 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.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
The Town of Timnath, a
Colorado Municipal Corporation

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ for The Town of Timnath, a Colorado Municipal Corporation..

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Temporary Construction Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on January 18, 2018 at Reception Number 4368713 (the "**Mortgage**"), hereby approves, ratifies, confirms, consents and subordinates its lien to said Temporary Construction Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Temporary Construction Easement Agreement shall not be affected thereby.

Dated this ____ day of _____, 2024.

Hartford Investments, LLC, a
Colorado Limited Liability Company

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of Hartford Investments, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

THE NE 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED BY
DEEDS RECORDED NOVEMBER 2, 1907, IN BOOK 269 AT PAGE 254 AND
SEPTEMBER 24, 1976, AT RECEPTION NO. 1699780 IN BOOK 778 AND OCTOBER 9,
1951, IN BOOK 1313 AT PAGE 346.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land, being part of that parcel described in Special Warranty Deed recorded January 18, 2018, as Reception No. 4368712 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of the Northeast Quarter as bearing North $86^{\circ}17'33''$ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,433.59 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a 70.00 foot witness corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northwest Corner, and with all other bearings contained herein relative thereto;

THENCE South $00^{\circ}20'57''$ East, along the west line of said Northeast Quarter, a distance of 59.60 feet to the south line of that parcel described in Right of Way Deed recorded October 9, 1951, as reception number 1115752 of the WCCR and the POINT OF BEGINNING;

THENCE along said south line the following three courses;

THENCE along the arc of a curve concave to the north a distance of 112.00 feet, having a Radius of 11,500 feet, a Delta of $00^{\circ}33'29''$ and is subtended by a chord that bears North $86^{\circ}22'29''$ East a distance of 112.00 feet to a Point of Tangency (PT);

THENCE North $86^{\circ}11'03''$ East a distance of 2,158.70 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the south a distance of 102.78 feet, having a Radius of 5,690 feet, a Delta of $01^{\circ}02'06''$ and is subtended by a chord that bears North $86^{\circ}41'54''$ East a distance of 102.78 feet;

THENCE South $00^{\circ}09'16''$ East a distance of 942.89 feet;

THENCE North $89^{\circ}50'58''$ East a distance of 30.00 feet to the west Right-of-Way line of Weld County Road 15;

THENCE South $00^{\circ}09'16''$ East, along said west line, a distance of 40.00 feet;

THENCE South $89^{\circ}50'58''$ West a distance of 30.00 feet;

THENCE South $00^{\circ}09'16''$ East a distance of 19.99 feet;

THENCE South $89^{\circ}50'44''$ West a distance of 40.00 feet;

THENCE North $00^{\circ}09'16''$ West a distance of 960.85 feet to the beginning point of a curve, non-tangent to the aforesaid line;

THENCE along the arc of a curve concave to the south a distance of 60.17 feet, having a Radius of 5,650 feet, a Delta of $00^{\circ}36'37''$ and is subtended by a chord that bears South $86^{\circ}29'09''$ West a distance of 60.17 feet to a Point of Tangency (PT);

THENCE South $86^{\circ}11'03''$ West a distance of 2,158.67 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the north a distance of 114.45 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}34'06''$ and is subtended by a chord that bears South $86^{\circ}22'48''$ West a distance of 114.45 feet to the west line of the Northeast Quarter of Section 18;

THENCE North 00°20'57" West, along said west line, a distance of 40.05 feet to the POINT OF BEGINNING.

Said described parcel of land contains 134,611 Square Feet or 3.090 Acres, more or less (±).

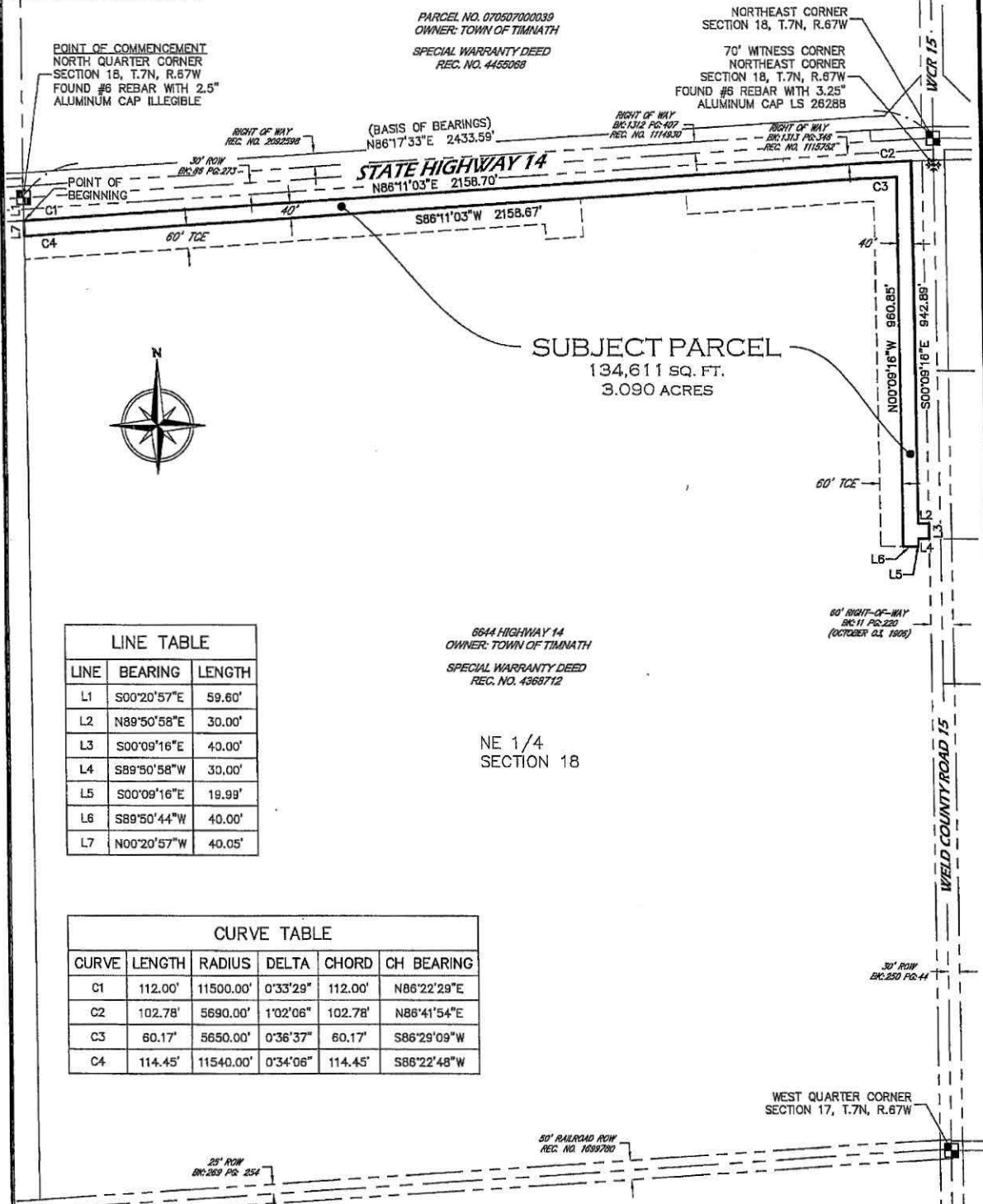
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE

LINE	BEARING	LENGTH
L1	S00°20'57\"E	59.60'
L2	N89°50'58\"E	30.00'
L3	S00°09'16\"E	40.00'
L4	S89°50'58\"W	30.00'
L5	S00°09'16\"E	19.99'
L6	S89°50'44\"W	40.00'
L7	N00°20'57\"W	40.05'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	112.00'	11500.00'	0°33'29\"	112.00'	N86°22'29\"E
C2	102.78'	5690.00'	1°02'06\"	102.78'	N88°41'54\"E
C3	60.17'	5650.00'	0°36'37\"	60.17'	S86°29'09\"W
C4	114.45'	11540.00'	0°34'06\"	114.45'	S88°22'48\"W

6644 HIGHWAY 14
OWNER: TOWN OF TIMNATH
SPECIAL WARRANTY DEED
REC. NO. 4368712

NE 1/4
SECTION 18



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=250'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between THE TOWN OF TIMNATH, A COLORADO MUNICIPAL CORPORATION whose address is 4800 Goodman Street, Timnath, CO 80547 (“**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 Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (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 on Exhibit B 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) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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 and invitees to enter over, through and upon the Temporary Easement Area with personnel, 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 Ten (10) days after Grantor received 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 Commencement Date, whichever shall first occur (“**Term**”). The expiration of the Term shall have no effect on the District’s permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

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 so long as the same does not interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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, except to the extent caused by Grantor's negligence or intentional misconduct, 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 use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, 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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be 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 Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate 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 appropriate 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.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:
The Town of Timnath, a
Colorado Municipal Corporation

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ for The Town of Timnath, a Colorado Municipal Corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND SUBORDINATION BY LIENHOLDER

The undersigned, having a security interest in the real property described in the foregoing Temporary Construction Easement Agreement pursuant to that certain deed of trust or mortgage recorded in the real estate records in the office of the Clerk and Recorder of Weld County, Colorado on January 18, 2018 at Reception Number 4368713 (the “**Mortgage**”), hereby approves, ratifies, confirms, consents and subordinates its lien to said Temporary Construction Easement Agreement. In the event of a foreclosure of the Mortgage and a sale of the property that is subject to the Mortgage pursuant to such foreclosure, the rights of the District acquired by virtue of the Temporary Construction Easement Agreement shall not be affected thereby.

Dated this ____ day of _____, 2024.

Hartford Investments, LLC, a
Colorado Limited Liability Company

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of Hartford Investments, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

THE NE 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED BY DEEDS RECORDED NOVEMBER 2, 1907, IN BOOK 269 AT PAGE 254 AND SEPTEMBER 24, 1976, AT RECEPTION NO. 1699780 IN BOOK 778 AND OCTOBER 9, 1951, IN BOOK 1313 AT PAGE 346.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of that parcel described in Special Warranty Deed, recorded January 18, 2018, as Reception No. 4368712 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 18 and assuming the north line of the Northeast Quarter as bearing North $86^{\circ}17'33''$ East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,433.59 feet, monumented by a #6 rebar with 2.5" aluminum cap (illegible) at the North Quarter Corner, and monumented by a 70.00 foot witness corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northwest Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE South $00^{\circ}20'57''$ East, along the west line of said Northeast Quarter, a distance of 99.66 feet to the POINT OF BEGINNING;

THENCE along the arc of a curve concave to the north a distance of 114.45 feet, having a Radius of 11,540 feet, a Delta of $00^{\circ}34'06''$ and is subtended by a chord that bears North $86^{\circ}22'48''$ East a distance of 114.45 feet to a Point of Tangency (PT);

THENCE North $86^{\circ}11'03''$ East a distance of 1,372.83 feet to a point herein referred to as **POINT "A"**;

THENCE South $03^{\circ}44'08''$ East a distance of 100.00 feet;

THENCE South $86^{\circ}11'03''$ West a distance of 100.00 feet;

THENCE North $03^{\circ}44'08''$ West a distance of 40.00 feet;

THENCE South $86^{\circ}11'03''$ West a distance of 1,272.70 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the north a distance of 118.13 feet, having a Radius of 11,600 feet, a Delta of $00^{\circ}35'01''$ and is subtended by a chord that bears South $86^{\circ}23'17''$ West a distance of 118.13 feet to the west line of the Northeast Quarter of Section 18;

THENCE North $00^{\circ}20'57''$ West, along said west line, a distance of 60.08 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "B"

COMMENCING at aforementioned **POINT "A"**;

THENCE North $86^{\circ}11'03''$ East a distance of 282.00 feet to the POINT OF BEGINNING;

THENCE North $86^{\circ}11'03''$ East a distance of 503.84 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the south a distance of 60.17 feet, having a Radius of 5,650 feet, a Delta of $00^{\circ}36'37''$ and is subtended by a chord that bears North $86^{\circ}29'09''$ East a distance of 60.17 feet;

THENCE South $00^{\circ}09'16''$ East a distance of 960.85 feet;

THENCE South 89°50'44" West a distance of 60.00 feet;
THENCE North 00°09'16" West a distance of 897.20 feet;
THENCE South 86°11'03" West a distance of 500.15 feet;
THENCE North 03°44'08" West a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcels of land contain 181,013 Square Feet or 4.155 Acres, more or less (±).

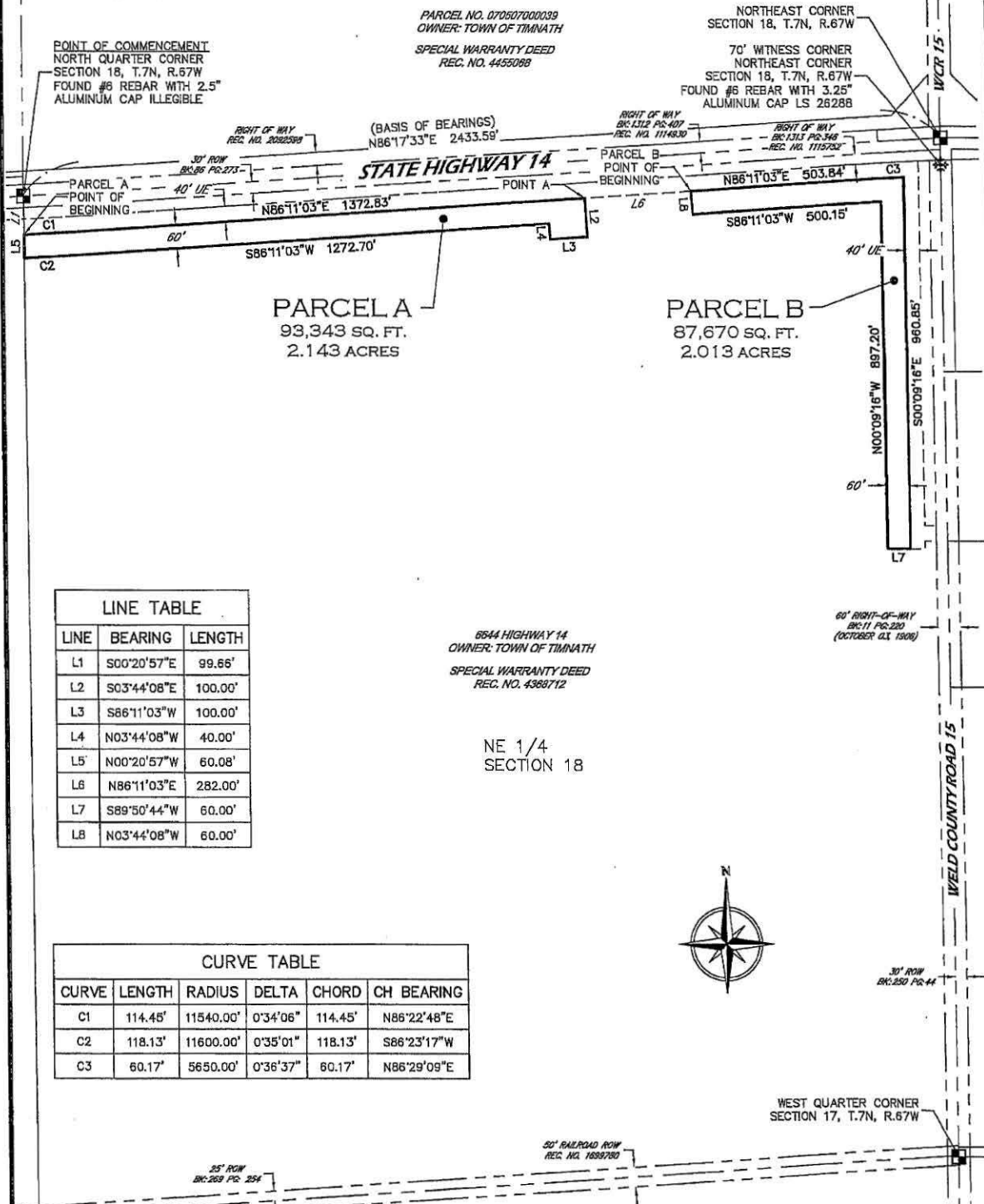
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





LINE TABLE

LINE	BEARING	LENGTH
L1	S00°20'57"E	99.66'
L2	S03°44'08"E	100.00'
L3	S86°11'03"W	100.00'
L4	N03°44'08"W	40.00'
L5	N00°20'57"W	60.08'
L6	N86°11'03"E	282.00'
L7	S89°50'44"W	60.00'
L8	N03°44'08"W	60.00'

6644 HIGHWAY 14
OWNER: TOWN OF TIMNATH
SPECIAL WARRANTY DEED
REC. NO. 4368712

NE 1/4
SECTION 18

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	114.45'	11540.00'	0°34'06"	114.45'	N86°22'48"E
C2	118.13'	11600.00'	0°35'01"	118.13'	S86°23'17"W
C3	60.17'	5650.00'	0°36'37"	60.17'	N86°29'09"E



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 5-30-2024 SCALE: 1"=250'

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024, by and between James J. Schmidtbauer and Janice M. Schmidtbauer, whose address is 39934 County Road 15, Fort Collins, CO 80524 (“**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 on Exhibit A attached hereto and made a part hereof (the “**Property**”).

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

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) 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
- (d) 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; and
- (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.
- (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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) 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 and so long as the same does not

interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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 Improvements, or 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, over, 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.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (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 Weld 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 appropriate 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 appropriate 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.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:

GRANTOR:

James J. Schmidtbauer

Janice M. Schmidtbauer

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by James J. Schmidtbauer and Janice M. Schmidtbauer.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PARCEL A: THE E1/2 OF THE NW1/4 AND THE E1/2 OF THE W1/2 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., ALSO DESCRIBED AS THE E3/4 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO DONALD J. CARLSON BY DEED RECORDED NOVEMBER 7, 1983 AS RECEPTION NO. **1946215**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE NW1/4 OF SAID SECTION 17 AS BEARING SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID NW1/4 SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 46.60 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 846.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 921.24 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 846.60 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 876.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1773.90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: LOT B OF RECORDED EXEMPTION NO. 0705-17-2-RE-3735, RECORDED 7-28-2004 AT RECEPTION NO. **3203157**, BEING A PART OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE-3735, as recorded July 28, 2004, as Reception No. 3203157 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17, and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;

THENCE North 89°50'58" East a distance of 30.00 feet to the east Right-of-Way line of Quit Claim Deed recorded March 7, 1907, as reception number 117609 of the WCCR and the POINT OF BEGINNING;

THENCE North 00°09'16" East, along said east line, a distance of 40.00 feet;

THENCE North 89°50'58" East a distance of 619.03 feet;

THENCE North 60°08'37" East a distance of 12.20 feet to the east line of Lot B;

THENCE along the east and south lines of Lot B the following two courses;

THENCE South 00°09'49" East a distance of 46.05 feet;

THENCE South 89°50'58" West a distance of 629.64 feet to the POINT OF BEGINNING.

Said described parcel of land contains 25,217 Square Feet or 0.579 Acres, more or less (±).

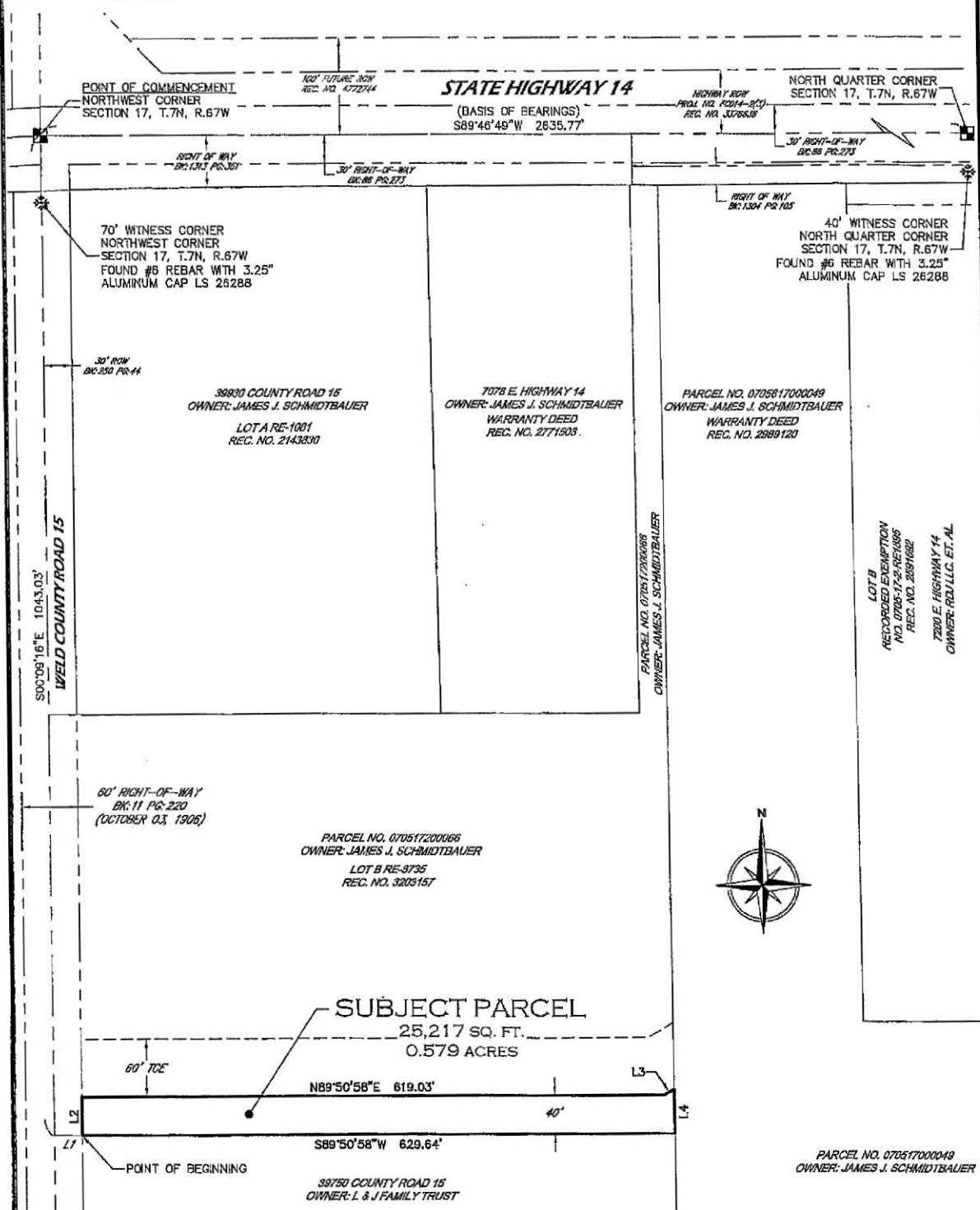
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'58"E	30.00'
L2	N00°09'16"W	40.00'
L3	N80°08'37"E	12.20'
L4	S00°09'49"E	46.05'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)



PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Warranty Deed, as recorded July 28, 2004, as Reception No. 2989120 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;

THENCE North 89°50'58" East a distance of 659.64 feet to the west line of Reception No. 2989120 and the POINT OF BEGINNING;

THENCE North 00°09'49" West, along said west line, a distance of 46.05 feet;

THENCE North 60°08'37" East a distance of 220.16 feet;

THENCE North 89°35'49" East a distance of 10.69 feet to the east line of Reception No. 2989120;

THENCE South 00°09'18" East, along said east line, a distance of 40.00 feet;

THENCE South 60°08'37" West a distance of 232.46 feet to the POINT OF BEGINNING.

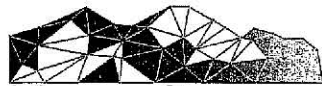
Said described parcel of land contains 9,266 Square Feet or 0.213 Acres, more or less (±).

SURVEYORS STATEMENT

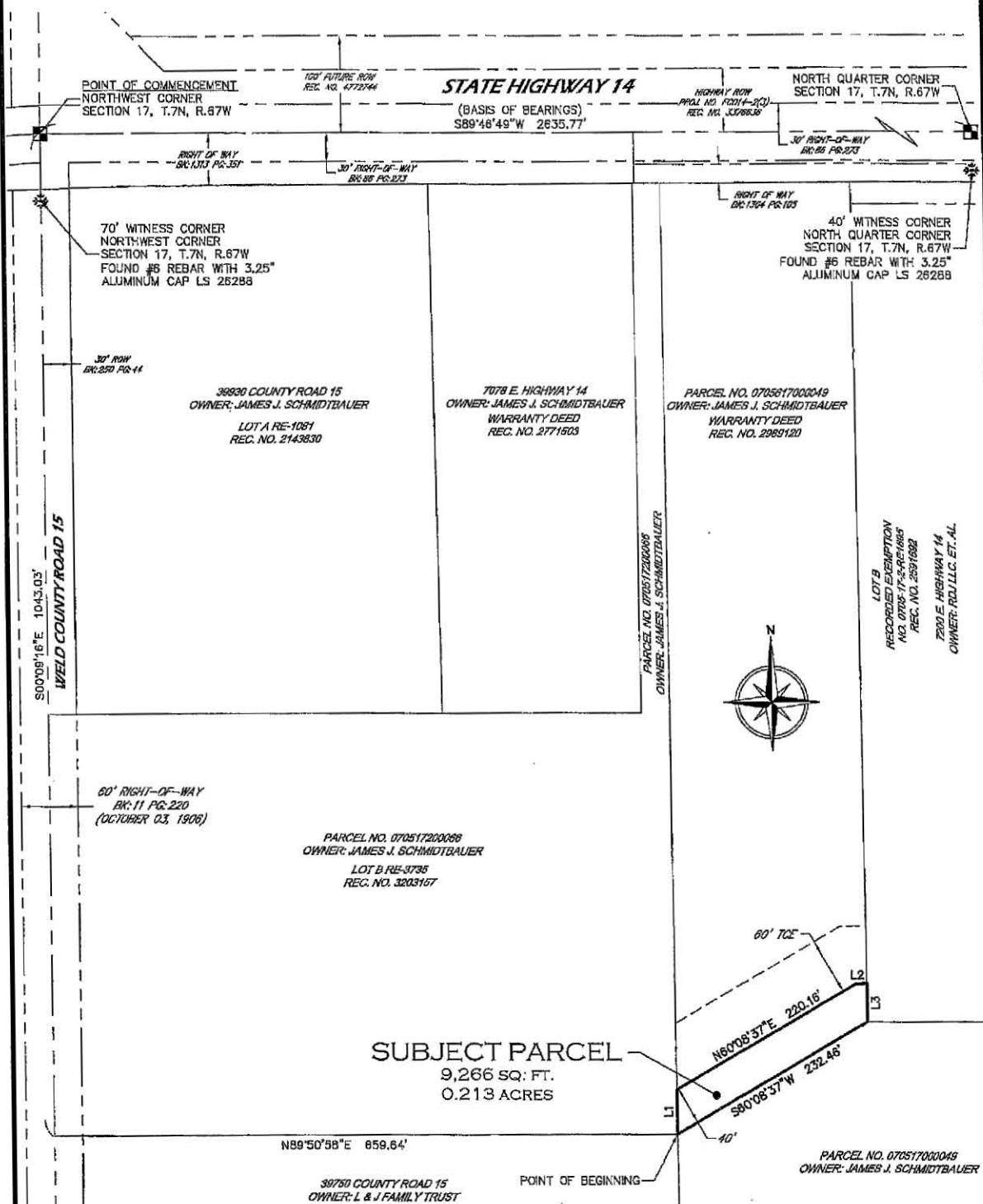
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



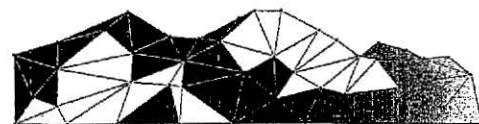
Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-80-105)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'49"W	46.05'
L2	N89°35'49"E	10.89'
L3	S00°09'18"E	40.00'



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 5-31-2024 SCALE: 1"=100'

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between James J. Schmidtbauer and Janice M. Schmidtbauer, whose address is 39934 County Road 15, Fort Collins, CO 80524 (“**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 Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (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 on Exhibit B and Exhibit B-1 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) or more buried water pipelines, in whole or in part, electric lines, system communication lines, 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 and invitees to enter over, through and upon the Temporary Easement Area with personnel, 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 Ten (10) days after Grantor received 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 Commencement Date, whichever shall first occur (“**Term**”). The expiration of the Term shall have no effect on the District’s permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

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 so long as the same does not interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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, except to the extent caused by Grantor's negligence or intentional misconduct, 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 use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, 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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be 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 Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate 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 appropriate 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.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[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:

GRANTOR:

James J. Schmidtbauer

Janice M. Schmidtbauer

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by James J. Schmidtbauer and Janice M. Schmidtbauer.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PARCEL A: THE E1/2 OF THE NW1/4 AND THE E1/2 OF THE W1/2 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., ALSO DESCRIBED AS THE E3/4 OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO DONALD J. CARLSON BY DEED RECORDED NOVEMBER 7, 1983 AS RECEPTION NO. **1946215**, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE NW1/4 OF SAID SECTION 17 AS BEARING SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE EAST LINE OF SAID NW1/4 SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 46.60 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, A DISTANCE OF 846.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 921.24 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 846.60 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 876.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 14 AS DESCRIBED IN BOOK 1304 AT PAGE **105** IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1773.90 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B: LOT B OF RECORDED EXEMPTION NO. 0705-17-2-RE-3735, RECORDED 7-28-2004 AT RECEPTION NO. **3203157**, BEING A PART OF THE NW1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Exhibit "B"

PARCEL DESCRIPTION

A tract of land being part of Lot B, Recorded Exemption No. 0705-17-2 RE-3735, as recorded July 28, 2004, as Reception No. 3203157 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17, and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 943.03 feet;

THENCE North 89°50'58" East a distance of 30.00 feet to the east Right-of-Way line of Quit Claim Deed recorded March 7, 1907, as Reception No. 117609 of the WCCR and the POINT OF BEGINNING;

THENCE North 89°50'58" East a distance of 603.13 feet;

THENCE North 60°08'37" East a distance of 30.50 feet to the east line of Lot B;

THENCE South 00°09'49" East a distance of 69.07 feet;

THENCE South 60°08'37" West a distance of 12.20 feet;

THENCE South 89°50'58" West a distance of 619.03 feet to the east Right of Way line of Reception No. 117609;

THENCE North 00°09'16" West, along said east line, a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 37,946 Square Feet or 0.871 Acres, more or less (±).

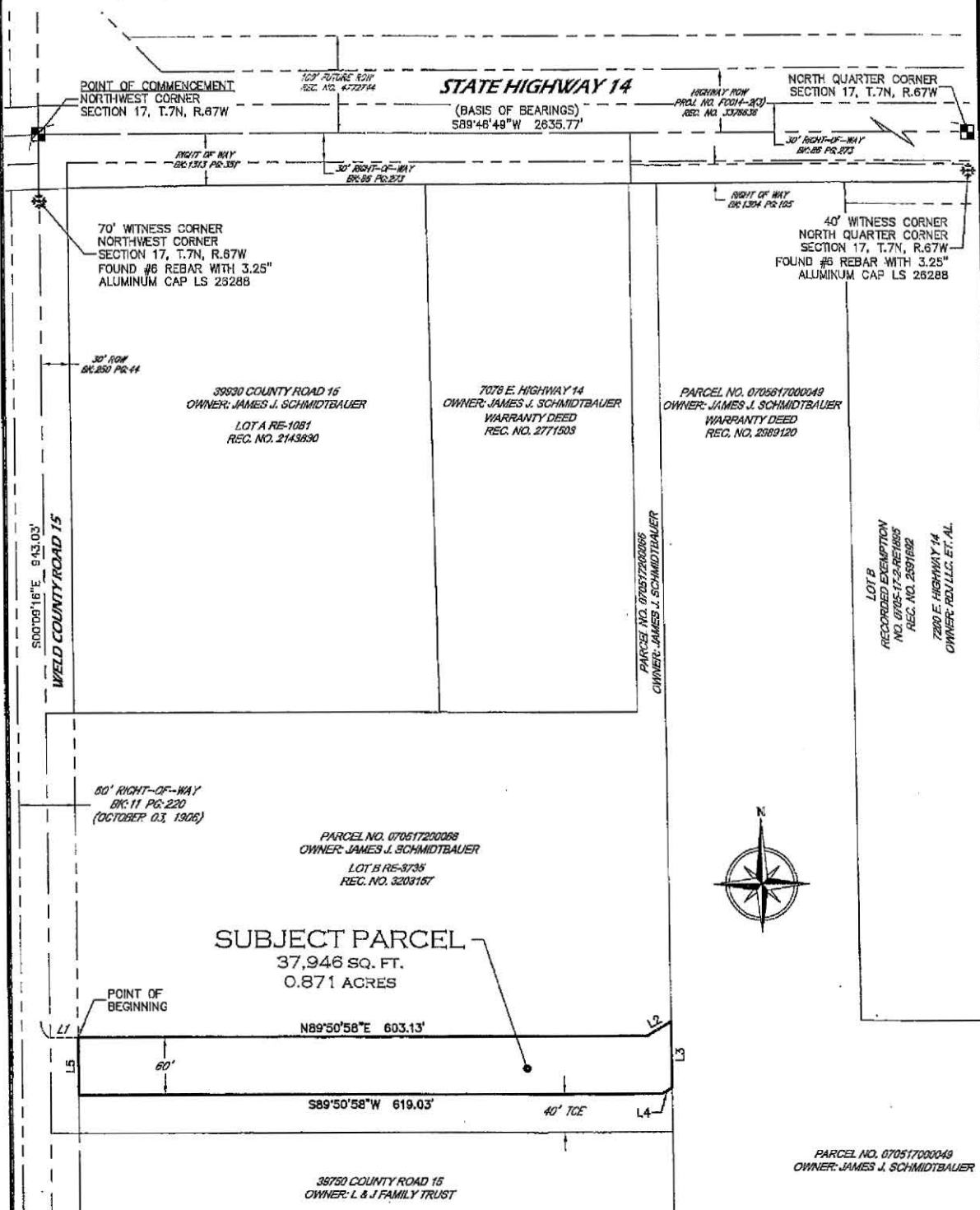
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





POINT OF COMMENCEMENT
 NORTHWEST CORNER
 SECTION 17, T.7N, R.67W

STATE HIGHWAY 14
 (BASIS OF BEARINGS)
 S89°46'49"W 2635.77'

NORTH QUARTER CORNER
 SECTION 17, T.7N, R.67W

70' WITNESS CORNER
 NORTHWEST CORNER
 SECTION 17, T.7N, R.67W
 FOUND #6 REBAR WITH 3.25"
 ALUMINUM CAP LS 26288

40' WITNESS CORNER
 NORTH QUARTER CORNER
 SECTION 17, T.7N, R.67W
 FOUND #6 REBAR WITH 3.25"
 ALUMINUM CAP LS 26288

39930 COUNTY ROAD 15
 OWNER: JAMES J. SCHMIDTBAUER
 LOT A RE-1081
 REC. NO. 2143690

7078 E. HIGHWAY 14
 OWNER: JAMES J. SCHMIDTBAUER
 WARRANTY DEED
 REC. NO. 2771508

PARCEL NO. 070561700049
 OWNER: JAMES J. SCHMIDTBAUER
 WARRANTY DEED
 REC. NO. 2389120

500'09'16"E 943.03'
 WELD COUNTY ROAD 15

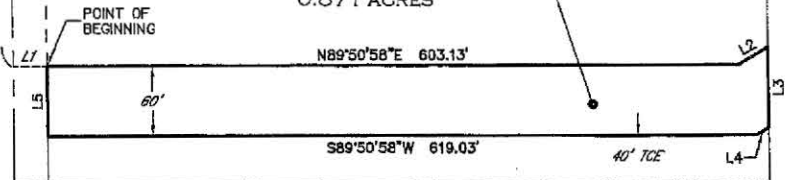
PARCEL NO. 070517200066
 OWNER: JAMES J. SCHMIDTBAUER

LOT B
 RECORDED EXEMPTION
 NO. 0705-17-2-RE-1805
 REC. NO. 2891692
 7280 E. HIGHWAY 14
 OWNER: PDI, LLC, ET. AL.

60' RIGHT-OF-WAY
 BK: 11 PG: 220
 (OCTOBER 03, 1906)

PARCEL NO. 070517200068
 OWNER: JAMES J. SCHMIDTBAUER
 LOT B RE-3736
 REC. NO. 3203167

SUBJECT PARCEL
 37,946 SQ. FT.
 0.871 ACRES



38750 COUNTY ROAD 15
 OWNER: L & J FAMILY TRUST

PARCEL NO. 070517000049
 OWNER: JAMES J. SCHMIDTBAUER

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (C.R.S. 13-80-105)



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°50'58"E	30.00'
L2	N60°08'37"E	30.50'
L3	S00°09'49"E	69.07'
L4	S60°08'37"W	12.20'
L5	N00°09'16"W	60.00'



PROJECT NO: 2023030 CLIENT: DYTBCO
 DATE: 6-3-2024 SCALE: 1"=100'

Exhibit "B-1"

PARCEL DESCRIPTION

A tract of land being part of Warranty Deed, as recorded July 28, 2004, as Reception No. 2989120 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 17 and assuming the north line of said Northwest Quarter as bearing South 89°46'49" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.77 feet, monumented by a 70.00 foot Witness Corner at the Northwest Corner, being a #6 rebar with a 3.25" aluminum cap stamped LS 26288, and monumented by a 40.00 foot Witness Corner at the North Quarter Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, and with all other bearings contained herein relative thereto;

THENCE South 00°09'16" East, along the west line of the Northwest Quarter, a distance of 1,043.03 feet;

THENCE North 89°50'58" East a distance of 659.64 feet to the west line of Reception No. 2989120;

THENCE North 00°09'49" West, along said west line, a distance of 46.05 feet to the POINT OF BEGINNING.

THENCE North 00°09'49" West, continuing along said west line, a distance of 69.07 feet;

THENCE North 60°08'37" East a distance of 201.72 feet;

THENCE North 89°35'49" East a distance of 26.72 feet to the east line of Reception No. 2989120;

THENCE South 00°09'18" East, along said east line, a distance of 60.00 feet;

THENCE South 89°35'49" West a distance of 10.69 feet;

THENCE South 60°08'37" West a distance of 220.16 feet to the POINT OF BEGINNING.

Said described parcel of land contains 13,779 Square Feet or 0.316 Acres, more or less (±).

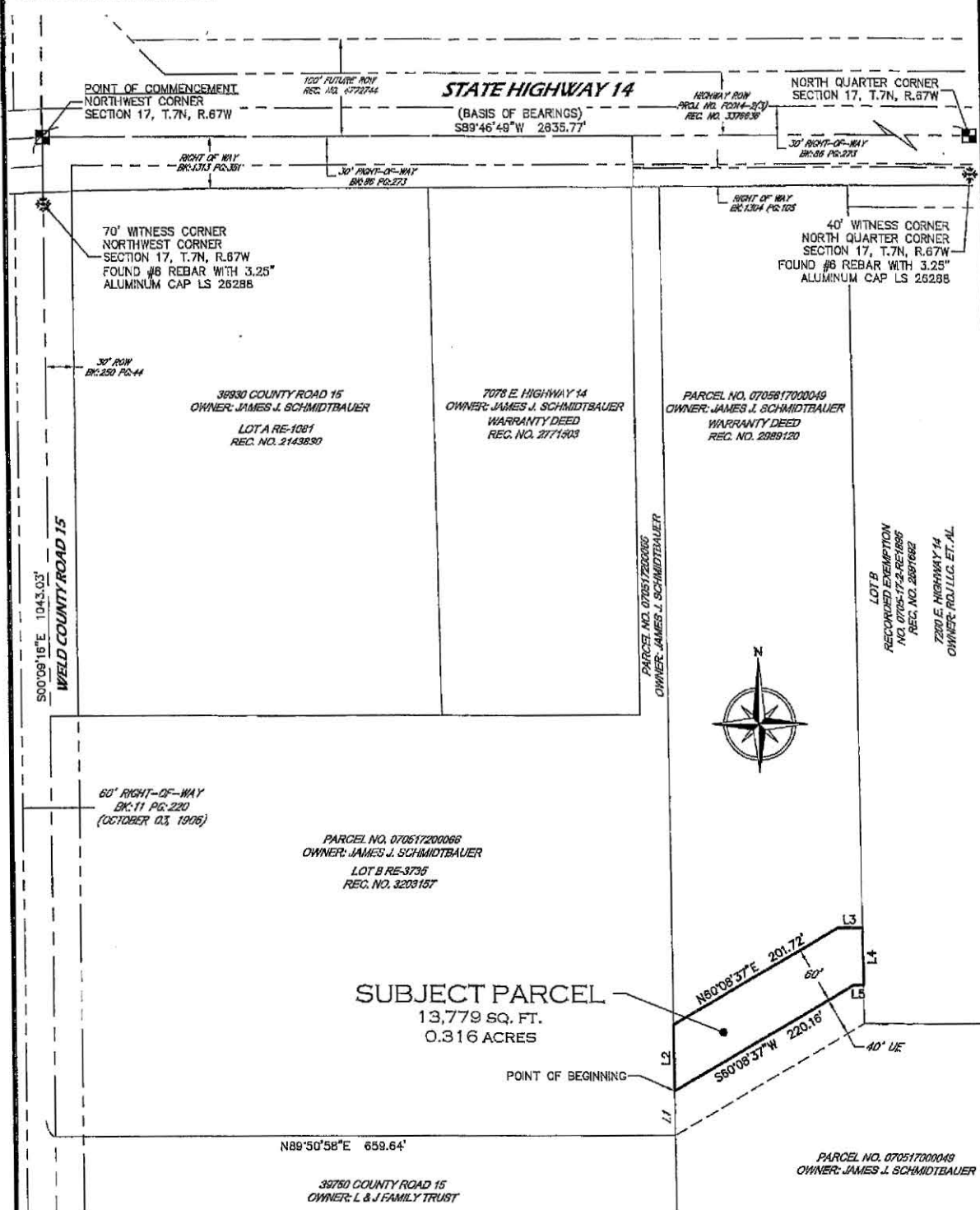
SURVEYORS STATEMENT

I, Matthew A. Kramer, 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.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844





SUBJECT PARCEL
 13,779 SQ. FT.
 0.316 ACRES

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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. (CRS 13-85-105)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°09'49"W	46.05'
L2	N00°09'49"W	69.07'
L3	N89°35'49"E	26.72'
L4	S00°09'18"E	60.00'
L5	S89°35'49"W	10.69'



Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC



PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 5-31-2024 SCALE: 1"=100'

10. **Action: Dairyman Tolling Agreement Request Related to Surcharge Fees (enclosures, separate cover privileged and confidential)**

11. **Action: Consider Approval Raw water Acquisition and Dedication Agreements (enclosures, separate cover privileged and confidential)**
 - a. **20 Units C-BT**
 - b. **60 Units C-BT**

12. **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 Raw Water Acquisition, and a Request from Dairies for Tolling Agreement Related to Surcharge Fees.**



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

September 9, 2024

Board of Directors
Divide Reservoir and Canal
108 Elm Street
Eaton, CO 80615

RE: 2024 Divide-North Poudre Trade Concerns

Dear Board of Directors,

North Weld County Water District (North Weld) owns 47 shares in the Divide Reservoir and Canal Company (Divide). North Weld also owns 835.5 shares in the North Poudre Irrigation Company (North Poudre). For decades, North Poudre and Divide have operated a trade of water released from Worster Reservoir for C-BT. As you are aware, the approval of the proposed 2024 trade between Divide and North Poudre has been delayed by Northern Water. When the trade is approved, North Weld receives its pro-rata portion of Divide water through the transfer of C-BT from North Poudre's account to the Soldier Canyon Filter Plant.

North Weld strongly encourages Divide to follow the conditions in the January 25, 2016, letter from Eric Wilkinson, formerly of Northern Water, which exempts the trade from Rule 11 fees if the trade reflects an equal amount of Divide water and North Poudre C-BT water (i.e., a 1-1 trade). A key metric in the Northern Water letter to maintain the Rule 11 exempt status is a 1-1 trade shown by diversions from North Fork of the Poudre River at the North Poudre Canal. The 2024 daily diversions at the North Poudre Canal can be seen on the Division of Water Resources' CDSS website. What is unknown is the volume of water being released by Divide from Worster Reservoir for the trade.

As a Divide shareholder, North Weld requests Divide provide answers to the following questions.

1. Who is maintaining the reservoir accounting?
2. Can Divide provide the accounting of releases for the trade from Worster Reservoir in 2024 including the start and end dates?
3. What is the proposed stop date of releases from Worster Reservoir in September 2024?
4. Would Divide consider a weekly or bi-weekly Teams call or email notification of operations to all parties affected by the trade similar to those used by other ditch companies.



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5. The City of Fort Collins and North Poudre similarly operate a trade of releases from Joe Wright Reservoir for C-BT. It is our understanding that Northern Water approves the transfer from this trade. Can this model be studied and duplicated for the Divide-North Poudre trade?

North Weld's expectation is for the trade to operate after Divide finishes its reservoir releases and North Poudre completes its diversions at the North Poudre Canal, subject to Northern Water's review and verification that no Rule 11 charges need to be applied. As a shareholder in both companies, North Weld's goal is to make sure the trade works for all seven parties involved (Divide, North Poudre, North Weld, ELCO, FCLWD, Larimer and Weld Irrigation Company, and Northern Water) and follows the criteria set for in the 2016 Northern Water letter.

Sincerely,

Eric Reckentine

Eric Reckentine, General Manager
North Weld

Cc: Scott Holwick, Lyons Gaddis
Tad Stout, President, North Weld Board of Directors