

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Tuesday, November 12, 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. Action: Approve November 12, 2024, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. 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 October 14, 2024, Regular Meeting**
 - b. Draft Financials October 2024**
 - c. Invoices through November 12, 2024**
 - d. Stantec – Quality Well Change Order – WSSC Recharge Site**
 - e. Zone 1 West Transmission Line Easement Acquisition**
 - i. Schmidtbauer**
 - ii. AGIG LLC**
- 6. Discussion: North Weld County Water District Draft 2025 Annual Budget (enclosures)**
 - a. NWCWD 2025 Draft Budget Memo**
 - b. SCWTA 2025 Final Budget Memo**
- 7. Action: Consider Approval of Revised and Updated Manuals, Plans and Agreements (enclosures)**
 - a. NWCWD 7 Year State of Colorado Updated Water Efficiency Plan**
[NWCWD 2024 MWEP 2024-11-4.pdf](#)
 - b. SCWTA Updated Creation Agreement – Capacity Increase**

c. NWCWD Rules and Regulations

- 8. Discussions: Update on Tolling Agreement with Dairies**
- 9. Action: Consider Approval of Amended and Restated Water Service Agreement with the Town of Eaton (enclosure, separate cover, privileged and confidential)**
- 10. Discussion: NWCWD Draft Regional Master Plan Review (separate cover, privileged and confidential)**
- 11. Action: Consider Approval of Raw Water Acquisition and Dedication Agreements (enclosures, separate cover, privileged and confidential)**
 - a. 15 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 Draft Regional Master Plan, Water Acquisitions and Dedication Agreements, Tolling Agreement with Dairies, and Amended and Restated Water Service Agreement with the Town of Eaton**
- 13. Action: Consider Approval of Resolution No. 20241112-01 Concerning Development Review Moratorium (enclosures)**
- 14. Action: Consider Approval of New Development Variance Request (enclosures)**
 - a. Bower**
 - b. Cordero**
 - c. Everitt**
 - d. Podtburg Dairy**
 - e. Cockroft Feedlot**
 - f. Chapparall**
 - g. Northlake**
- 15. District Manager's Report: (enclosures)**
 - a. Tap Sales**
 - b. NEWT III Transmission Line**
 - c. District's New Website Launched**
 - d. Timnath 36-inch Line Lowering Project and NEWT III Connection to 36-inch Line, December 2024**
 - e. Wholesale Customer Rate and Fee Increase Notice 10/8/24**
 - f. All Wholesale Customers Provided Revised WSA Template**
 - g. LCR Notification Letter to Customers**
- 16. Other Business**

ADJOURN_____ .M.

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

Held: October 14, 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

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 Dickinson, Spencer Fane, District special counsel; Jan Sitterson, Water Resources; Loren Eldridge-Looker, Tri-Hydro; Wendy Greenwald, The Solution PR; 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.

Notice re Soldier Canyon Water Treatment Plant Mr. Reckentine reported to the Board that the Soldier Canyon Water Treatment Plant capacity increased from 60 to 68 MGD. The District will realize an increase of 3 MGD at a cost of \$13,000 per MGD gained.

Approval of Agenda Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously approved the agenda.

PUBLIC COMMENT Mr. Bean addressed the Board seeking an update on WSSC change cases. Mr. Reckentine will provide an update.

CONSENT MATTERS **AGENDA** Upon a motion of Mr. Nelson, seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified and adopted:

- 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

North Weld County Water District 2025 Draft Annual Budget Mr. Reckentine presented the draft 2025 budget to the Board. The Board engaged in discussion regarding capital improvement projects and fees. No action was taken. The final budget will be presented at the December meeting.

- NWCWD 2025 Draft Budget Memo
- SCWTA 2025 Final Budget Memo

Timnath 36 Inch Line Lowering Project Mr. Reckentine presented an IGA with the Town of Timnath to share in the cost of lowering a 36” water line. The District will undertake the bidding and construction of the water line, and the Town will share in one-half of the final cost. Following

- Consider Approval if IGA with Town of

Timnath re discussion, upon a motion by Ms. Hennen, seconded by Mr. Reimbursement for Cockroft, the Board unanimously approved the IGA with the Construction Related Town of Timnath. Expenses

- Contractor Selection and Contract Mr. Reckentine presented to the Board bids for the 36” water line project and reported that bids all were lower than expected. Mr. Reckentine recommended awarding the contract to Reynolds Construction as the low bidding. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board approved the award of the contract to Reynolds Construction and authorized execution of the contract.

Consider Approval of Necessity Resolution of 20241014-01 Resolution 20241014-01 Related to Zone 1 West Water Transmission Line Project Mr. Reckentine presented a resolution of necessity for use of eminent domain related to the Zone 1 West Water Transmission Line Project. Ms. Hennen expressed a dislike for the use of eminent domain but understands its necessity. The Board discussed the importance of maintaining a good reputation related to restoration when the District uses eminent domain. Mrs. Hennen requested information related to reclamation issues in the past. Mr. Reckentine stated there have been issues on NETW II and Eaton 30 inch, but issues are not uncommon and addressed. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board adopted the resolution.

Dairyman Tolling Agreement Request Related to Surcharge Fees Ms. Dickinson reported to the Board a discussion with an attorney representing several dairies within the District that believe they have a claim against the District related to water surcharges. They are requesting the District enter into a tolling agreement to toll the statute of limitations on any claims they may have to allow time for discussions between the dairies and the District.

The Board discussed the proposed agreement in Executive Session.

Following Executive Session and discussion upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the Tolling Agreement and instructed Ms. Dickinson to discuss parameters of a meeting with the dairies.

Consider Approval of Raw Water Acquisition and Dedication Agreements Mr. Reckentine presented two potential water acquisition agreements to acquire 80 total units of C-BT.

- 20 Units C-BT
 - 60 Units C-BT
- The Board discussed the proposed agreements in Executive Session.

Following Executive Session and discussion, upon a motion by Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously

approved the acquisition of 20 shares of C-BT at a cost of \$62,000 per share.

Following discussion, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the acquisition of 60 shares of C-BT at a cost of \$63,500 per share.

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

Upon a motion of Mr. Cockroft, seconded by Ms. Hennen, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 9:28 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 Raw Water Acquisition, and a Request from Dairies for Tolling Agreement Related to Surcharge Fees.

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 the executive session.

The Board reconvened in regular session at 10:48 a.m.

DISTRICT MANAGER'S REPORT

Tap Sales

Mr. Reckentine reported to the Board there were 75 taps sold to date.

Divide Irrigation CO and NPIC Water Trade Letter

Mr. Reckentine reported that the letter was finalized and sent. Divide Irrigation Co indicated that trade will be completed in the next week.

Lead and Copper Inventory Submitted to CDPHE

Mr. Reckentine reported that the lead and copper inventory has been complete and submitted to the CDPHE.

Larimer County Master Plan

Mr. Reckentine reported that the Larimer County Master Plan has been completed.

OTHER BUSINESS

Mr. Reckentine reported that the draft master plan is completed and will be presented at the November meeting.

Mr. Reckentine reported to the Board a desire to lift the Development Review Moratorium at the November meeting. The Board discussed capacity constraints in the eastern zones. Mr. Reckentine and legal counsel will work on a draft to present in November.

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 9:28 a.m. on October 14, 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 Raw Water Acquisition, and a Request from Dairies for Tolling Agreement Related to Surcharge Fees. 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
 October 31, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$ 2,779,603.30
1015 - COLO TRUST - GENERAL	21,366,775.52
1017 - COLO TRUST- RRR	265,563.25
1020 - COLO TRUST - 2022 BOND	29,179,289.53
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)	4,057,986.88
1105 - AR CONSTRUCTION METERS	165,193.07
1116 - ACCOUNTS RECEIVABLE	35,297.20
1230 - PREPAID INSURANCE	35,093.74
1300 - INVENTORY	2,162,730.79

Total Current Assets 60,047,733.28

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 \$ 261,783,606.85

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$ 1,047,109.97
2216 - CONST MTR DEPOSITS	109,824.94
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
 October 31, 2024

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
	<hr/>	
Total Current Liabilities		2,474,004.33
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		60,006,744.74
Capital		
2800 - RETAINED EARNINGS	203,059,247.99	
Net Income	(1,282,385.88)	
	<hr/>	
Total Capital		201,776,862.11
		<hr/>
Total Liabilities & Capital	\$	<u>261,783,606.85</u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Ten Months Ending October 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,332,658.80	\$ 12,073,055.90	\$ 14,417,718.00	2,344,662.10	83.74
3111 - WATER ALLOC SURCHARGE	740,642.50	5,181,496.00	4,300,000.00	(881,496.00)	120.50
3112 - PLANT INVEST SURCHARGE	486,463.50	3,357,886.50	2,800,000.00	(557,886.50)	119.92
3113 - ADJUSTMENTS	1,101,922.38	2,434,495.06	0.00	(2,434,495.06)	0.00
3140 - CONST METER USAGE	10,893.61	312,098.61	213,282.00	(98,816.61)	146.33
3141 - CONSTR METER RENTAL	1,215.00	9,140.00	5,722.00	(3,418.00)	159.73
3142 - CONSTRUCT METER REPAIR	638.68	10,195.99	572.00	(9,623.99)	1,782.52
OPERATING	3,674,434.47	23,378,368.06	21,737,294.00	(1,641,074.06)	107.55
3210 INTEREST-COTRUST-GENERAL	212,130.55	2,400,801.75	1,500,000.00	(900,801.75)	160.05
3220 - PORT PARTONAGE AGFINITY	0.00	3,556.68	845.00	(2,711.68)	420.91
NON OPERATING	212,130.55	2,404,358.43	1,500,845.00	(903,513.43)	160.20
3310 - TAP (PI) FEES	0.00	4,095,900.00	3,300,000.00	(795,900.00)	124.12
3311 - DISTANCE FEES	0.00	672,000.00	180,186.00	(491,814.00)	372.95
3312 - WATER (ALLOCATION) FEE	36,750.00	294,000.00	210,000.00	(84,000.00)	140.00
3314 - INSTALLATION FEES	0.00	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	0.00	21,000.00	10,000.00	(11,000.00)	210.00
3321 - NON-POTABLE INSTALL	0.00	26,615.00	0.00	(26,615.00)	0.00
3330 - COMMITMENT LETTER FEE	200.00	2,200.00	0.00	(2,200.00)	0.00
3331 - REVIEW FEE	80.00	880.00	0.00	(880.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	37,030.00	5,497,401.33	4,195,784.00	(1,301,617.33)	131.02
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	0.00	100,614.86	0.00	(100,614.86)	0.00
3520 - TRANSFER FEES	450.00	5,725.00	10,000.00	4,275.00	57.25
3530 - RISE TOWER RENT	300.00	3,236.64	8,221.00	4,984.36	39.37
3540 - SAFETY GRANT (CSD)	0.00	20,667.89	0.00	(20,667.89)	0.00
3560 - BACKFLOW TESTING FEE	225.00	225.00	0.00	(225.00)	0.00
MISCELLANEOUS	975.00	130,469.39	18,221.00	(112,248.39)	716.04
TOTAL REVENUES	3,924,570.02	31,430,360.21	27,470,715.00	(3,959,645.21)	114.41
OPERATING EXPENSE					
4110 - POTABLE WATER	219,878.87	2,729,885.38	3,278,725.90	548,840.52	83.26
4120 - RENTAL WATER	0.00	(12,750.00)	0.00	12,750.00	0.00
4130 - CARRYOVER	0.00	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	19,813.50	636,843.33	536,331.86	(100,511.47)	118.74
4160 - RULE 11 FEES	0.00	0.00	66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	1,891.50	15,141.50	14,280.00	(861.50)	106.03
WATER	(241,583.87)	(3,379,834.81)	(3,994,486.00)	(614,651.19)	84.61
4210 - SALARIES, FIELD	111,546.20	1,112,395.97	1,422,445.00	310,049.03	78.20
4220 - SALARIES, ENGINEERING	10,468.60	114,766.38	316,162.00	201,395.62	36.30
4240 - INSURANCE HEALTH	16,539.36	157,561.13	198,308.00	40,746.87	79.45
4250 - RETIREMENT	7,038.30	75,080.68	86,420.00	11,339.32	86.88
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	499.90	(2,077.13)	6,500.00	8,577.13	(31.96)
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(146,092.36)	(1,457,727.03)	(2,032,387.00)	(574,659.97)	71.72
REPAIRS	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Ten Months Ending October 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4410 - FIELD	2,056.28	44,588.23	60,000.00	15,411.77	74.31
4411 - LOCATES	1,028.13	9,614.37	17,000.00	7,385.63	56.56
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	11,484.43	0.00	(11,484.43)	0.00
4415 - WATER LINES (REPAIRS)	4,273.00	161,840.08	473,000.00	311,159.92	34.22
4416 - APPURTENANCE(REPAIR)	0.00	36,569.16	225,000.00	188,430.84	16.25
4417 - METER SETTING	2,018.60	140,136.80	510,000.00	369,863.20	27.48
4418 - MASTER METERS	0.00	27,006.50	25,000.00	(2,006.50)	108.03
4419 - SERVICE WORK	2,365.68	249,718.92	130,000.00	(119,718.92)	192.09
4420 - STORAGE TANKS (O & M)	0.00	27,078.86	54,000.00	26,921.14	50.15
4430 - PUMP STATIONS (O & M)	23,029.04	212,901.05	285,000.00	72,098.95	74.70
4435 - CHLORINE STATION	0.00	574.37	5,520.00	4,945.63	10.41
4440 - EQUIPMENT	11,956.11	65,544.27	77,000.00	11,455.73	85.12
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	1,900.56	1,900.56	5,631.00	3,730.44	33.75
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	2,472.43	39,412.62	51,000.00	11,587.38	77.28
4460 - VEHICLES	10,985.04	147,592.96	104,040.00	(43,552.96)	141.86
4470 - SAFETY	350.00	69,592.41	20,400.00	(49,192.41)	341.14
4480 - CONTROL VAULTS	0.00	100.00	34,000.00	33,900.00	0.29
OPERATION & MAINTENANCE	(62,434.87)	(1,245,655.59)	(2,142,431.00)	(896,775.41)	58.14
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	6,620.72	157,046.89	184,722.00	27,675.11	85.02
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	(6,620.72)	(172,590.87)	(184,722.00)	(12,131.13)	93.43
4700 - COMMUNICATIONS	100.08	1,001.09	51,000.00	49,998.91	1.96
COMMUNICATIONS	(100.08)	(1,001.09)	(51,000.00)	(49,998.91)	1.96
4810 - GENERAL	2,943.51	28,817.10	75,500.00	46,682.90	38.17
4820 - AUTO	1,586.45	10,693.50	20,400.00	9,706.50	52.42
4830 - WORKER'S COMP	56,855.32	89,176.96	76,500.00	(12,676.96)	116.57
INSURANCE	(61,385.28)	(128,687.56)	(172,400.00)	(43,712.44)	74.64
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	518,217.18	6,385,496.95	8,577,426.00	2,191,929.05	74.45
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	43,594.82	473,500.05	538,541.00	65,040.95	87.92
SALARIES	43,594.82	473,500.05	538,541.00	65,040.95	87.92
5210 - FICA	12,265.84	130,538.95	139,000.00	8,461.05	93.91
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	12,265.84	130,538.95	144,068.00	13,529.05	90.61
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	44,008.10	0.00	(44,008.10)	0.00
HEALTH INSURANCE	4,400.81	44,008.10	61,200.00	17,191.90	71.91
5400 - OFFICE UTILITIES	317.92	3,212.74	0.00	(3,212.74)	0.00
5401 - ELECTRICITY	0.00	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	24,644.24	108,071.43	23,460.00	(84,611.43)	460.66
5404 - CELL PHONE SERVICE	1,614.59	17,014.11	20,400.00	3,385.89	83.40
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	14,620.00	20,400.00	5,780.00	71.67

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Ten Months Ending October 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	%
5407 - INTERNET	453.28	2,588.04	612.00	(1,976.04)	422.88
5409 - SECURITY CAMERAS	0.00	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	196.83	2,271.72	500.00	(1,771.72)	454.34
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	3,275.98	3,275.98	5,000.00	1,724.02	65.52
5441 - COMPUTER SUPPORT	6,121.26	61,191.60	67,570.00	6,378.40	90.56
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	17,079.07	30,600.00	13,520.93	55.81
5445 - SENSUS METER SUPPORT	0.00	7,512.00	3,060.00	(4,452.00)	245.49
OFFICE UTILITIES	37,984.10	274,023.99	211,907.00	(62,116.99)	129.31
5510 - OFFICE EXPENSES	9,471.09	175,812.86	178,609.00	2,796.14	98.43
5520 - POSTAGE	0.00	380.85	3,378.00	2,997.15	11.27
5530 - BANK / CREDIT CARD FEES	1,862.23	47,640.41	5,631.00	(42,009.41)	846.04
5540 - BUILDING MAINTENANCE	0.00	11,590.67	1,126.00	(10,464.67)	1,029.37
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	431.00	431.00	3,378.00	2,947.00	12.76
OFFICE EXPENSE	11,764.32	235,855.79	194,937.00	(40,918.79)	120.99
5610 - LEGAL	8,655.50	266,399.03	364,140.00	97,740.97	73.16
5620 - ACCOUNTING	2,000.00	95,100.00	51,000.00	(44,100.00)	186.47
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	65,184.55	208,080.00	142,895.45	31.33
5660 - MEMBERSHIP FEES	0.00	18,794.15	60,000.00	41,205.85	31.32
5680 - LAND ACQUISITION	1,103.57	37,010.64	100,000.00	62,989.36	37.01
PROFESSIONAL FEES	11,759.07	488,173.87	787,934.00	299,760.13	61.96
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	121,768.96	1,646,100.75	2,048,587.00	402,486.25	80.35
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	220,576.92	1,470,645.52	1,200,000.00	(270,645.52)	122.55
6510 - WATER LINES	2,930,313.66	11,674,658.55	19,700,000.00	8,025,341.45	59.26
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	48,003.50	0.00	(48,003.50)	0.00
6550 - SHOP/YARD	0.00	229,142.00	0.00	(229,142.00)	0.00
SYSTEM	3,150,890.58	13,422,449.57	21,700,000.00	8,277,550.43	61.85

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Ten Months Ending October 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
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
6620 - WATER RIGHTS	100,000.00	5,380,000.00	6,000,000.00	620,000.00	89.67
6621 - CAPITAL CONTRIBUTIONS	6,222.50	6,222.50	0.00	(6,222.50)	0.00
6630 - LEGAL (WRM)	5,309.05	48,691.70	310,000.00	261,308.30	15.71
6640 - STORAGE	89,965.42	423,894.58	0.00	(423,894.58)	0.00
WATER RIGHTS	201,496.97	5,859,660.11	6,510,000.00	650,339.89	90.01
6710 - EASEMENTS	43,550.00	358,558.24	75,000.00	(283,558.24)	478.08
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	6,669.00	5,000.00	(1,669.00)	133.38
LAND/EASEMENTS	43,550.00	365,227.24	180,000.00	(185,227.24)	202.90
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	3,395,937.55	20,414,542.82	29,685,000.00	9,270,457.18	68.77
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	3,924,662.85	31,432,654.55	27,547,095.00	(3,885,559.55)	114.11
TOTAL EXPENSES	7,155,151.44	32,715,040.43	44,793,042.00	12,078,001.57	73.04
PROFIT/LOSS	(3,230,488.59)	(1,282,385.88)	(17,245,947.00)	(15,963,561.12)	7.44

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		6,408,963.07
Add: Cash Receipts		59,906.77
Less: Cash Disbursements		(6,582,908.66)
Add (Less) Other		<u>2,893,642.12</u>
Ending GL Balance		<u>2,779,603.30</u>
Ending Bank Balance		2,930,081.75
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)
	Oct 1, 2024 19250	(133.00)
	Oct 23, 2024 19288	(7.65)
	Oct 23, 2024 19291	(335.01)
	Oct 23, 2024 19293	(194.96)
	Oct 23, 2024 19294	(163.92)
	Oct 23, 2024 19296	(2,000.00)
	Oct 23, 2024 19298	(28.00)
	Oct 23, 2024 19299	(15,300.00)
	Oct 23, 2024 19301	(100.08)
	Oct 23, 2024 19302	(160.80)
	Oct 23, 2024 19303	(196.83)
	Oct 24, 2024 19304	(62.82)
	Oct 24, 2024 19305	(28,250.00)
	Oct 24, 2024 19306	(779.55)
	Oct 24, 2024 19307	(117.97)
	Oct 24, 2024 19308	(92.50)
	Oct 24, 2024 19310	(61,761.42)
	Oct 24, 2024 19312	(4,273.00)
	Oct 24, 2024 19313	(472.50)
	Oct 24, 2024 19314	(25.00)
	Oct 24, 2024 19315	(1,625.00)
	Oct 31, 2024 19316	(251.75)
	Oct 31, 2024 19317	(1,900.56)
	Oct 31, 2024 19318	(351.90)
	Oct 31, 2024 19319	(1,589.15)
	Oct 31, 2024 19320	(292.61)
	Oct 31, 2024 19321	(9,427.11)
	Oct 31, 2024 19322	(365.68)
	Oct 31, 2024 19323	(58.00)
	Oct 31, 2024 19324	(1,103.57)
	Oct 28, 2024 OL-1028202	(1,340.00)
	Oct 28, 2024 OL-1028202	(24,644.24)

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

Filter Criteria includes: Report is printed in Detail Format.

Total outstanding checks			(185,736.04)
Add (Less) Other			
	Oct 29, 2024	CC1029	20,676.08
	Oct 30, 2024	CC1030	6,511.27
	Oct 31, 2024	CC1031	4,967.24
	Oct 29, 2024	CCIH1021	1,013.50
	Oct 30, 2024	CCIH1022	800.50
	Oct 31, 2024	CCIH1023	33.25
	Sep 30, 2024	MARS0920	109.25
	Oct 31, 2024	MARS1022	1,146.50
Total other			35,257.59
Unreconciled difference			0.00
Ending GL Balance			<u>2,779,603.30</u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,299,226.11
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>6,067,549.41</u>
Ending GL Balance	<u>21,366,775.52</u>
Ending Bank Balance	21,366,775.52
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>21,366,775.52</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Oct 31, 2024
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: October 31, 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 Oct 31, 2024
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: October 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,152,533.39
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(8,973,243.86)</u>
Ending GL Balance	<u>29,179,289.53</u>
Ending Bank Balance	29,179,289.53
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>29,179,289.53</u></u>

SECTION 00620 PAYMENT REQUEST FORM

APPLICATION FOR PAYMENT FORM

OWNER: North Weld County Water District
PROJECT: Hwy 14 Recharge Basin (aka Longs Peak – PHASE 2)
CONTRACTOR: Quality Well and Pump
PAY ESTIMATE NO. 3

Original Contract Amount	\$ 55,425.00
Contract Changes Approved to Date (001, 002)	\$ 100,715.00
Contract Change (003)	\$ (12,571.37)
Revised Contract Price (including CO: 001, 002, 003)	\$ 143,568.63
Amount paid By NWCWD to date	\$ 47,900.00
Work Completed to Date (attached)	\$ 142,411.40
Retainage to Date, 5%	\$ 7,120.57
Work Completed to Date Less Retainage to Date	\$ 135,290.83
Payment Request This Estimate (with retainage)	\$ 94,928.32
Payment Request This Estimate (without retainage)	\$ 90,181.90
Payment Request Authorized	\$ 85,590.83

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.



CONTRACTOR

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated

October 28, 2022 between North Weld County Water District (OWNER)

and Quality Well and Pump (CONTRACTOR) and all authorized changes thereto.

By

MITCHELL DAVEE

Title

SALES MANAGER

Approval:

(CONTRACTOR)

[Signature]

Date: 10/31/24

Stantec Consulting Services Inc.

Massaro, Pamela

Digitally signed by Pamela Massaro
DN: cn=Pamela Massaro, o=Stantec Consulting Services Inc., ou=Stantec Consulting Services Inc., email=pamela.massaro@stantec.com, serial=370, c=US
Date: 2024.10.31 02:18:00Z

Date: 10/31/24

North Weld County Water District

Date: _____

END OF SECTION

TO:
Mr. Eric Reckenfuss
North Weld County Water District
32825 County Road 39
Lafayette, CO 80646

FOR:
Project: Hwy 14 Recharge Basin (aka Longs Peak - PH/AS/ 2)
Shanice Project #: 227704554

PAYMENT REQUEST

PAY ESTIMATE #:	3
Contractor Pay Est#	3
SUBMISSION DATE:	2/24-10-24
BEGIN DATE:	2/24-08-13
END DATE:	2/24-10-14

BID No.	BID No. Description	BID Unit	BID Quantity	BID Unit Cost	BID Amount	Previous Invoices		Current Invoice		To Date Total	
						Percent Completed	Amount	Percent Completed	Amount	Percent Completed and Stored	Amount
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 4,100.00	\$ 4,100.00	100%	\$ 4,100.00	\$ -	\$ -	100%	\$ 4,100.00
2	EROSION CONTROL	LS	1	\$ 6,210.00	\$ 6,210.00	100%	\$ 6,210.00	\$ -	\$ -	100%	\$ 6,210.00
3	TOPSOIL STRIPPING AND REPLACEMENT	LS	1	\$ 3,260.00	\$ 3,260.00	100%	\$ 3,260.00	\$ -	\$ -	100%	\$ 3,260.00
4	SPLITTER BOX AND CANAL GATES	LS	1	\$ 10,820.00	\$ 10,820.00	100%	\$ 10,820.00	\$ -	\$ -	100%	\$ 10,820.00
5	3-IN PARSHALL FLUME, STILLING WELL AND SHAFT ENCODER	LS	1	\$ 7,980.00	\$ 7,980.00	87%	\$ 6,980.00	\$ -	\$ -	87%	\$ 6,980.00
6	EXCAVATION AND BACKFILL	LS	1	\$ 6,545.00	\$ 6,545.00	7.7%	\$ 503.46	\$ -	\$ -	100%	\$ 6,545.00
7	D-50 6-IN RIP RAP	LS	1	\$ 10,785.00	\$ 10,785.00	7.7%	\$ 829.62	\$ -	\$ -	100%	\$ 10,785.00
8	SURFACE RESTORATION	LS	1	\$ 5,725.00	\$ 5,725.00	0%	\$ -	\$ 5,725.00	\$ -	100%	\$ 5,725.00
<i>Change Order 001</i>											
9	Uninstall Splitter Box (WCDD001)	LS	1	\$ -	\$ -	100%	\$ -	\$ -	\$ -	100%	\$ -
10	Sediment/Slit Removal (WCDD001)	LS	1	\$ -	\$ -	100%	\$ -	\$ -	\$ -	100%	\$ -
11	F&I (temp) Totalizing Flow Meter (WCDD001)	LS	1	\$ -	\$ -	100%	\$ -	\$ -	\$ -	100%	\$ -
12	F&I 15" Mateo Gate Valve (WCDD001)	LS	1	\$ 12,000.00	\$ 12,000.00	100%	\$ 12,000.00	\$ -	\$ -	100%	\$ 12,000.00
13	F&I 8" Irrigation Duty Gate Valve (WCDD001)	LS	1	\$ 5,800.00	\$ 5,800.00	100%	\$ 5,800.00	\$ -	\$ -	100%	\$ 5,800.00
14	Restock 15" Canal Gate (WCDD001)	LS	2	\$ (1,035.00)	\$ (2,070.00)	100%	\$ (2,070.00)	\$ -	\$ -	100%	\$ (2,070.00)
15	Restock 8" Canal Gate (WCDD001)	LS	1	\$ (950.00)	\$ (950.00)	100%	\$ (950.00)	\$ -	\$ -	100%	\$ (950.00)
16	Recharge Basin Excavation (WCDD002)	LS	1	\$ 10,975.00	\$ 10,975.00	0%	\$ -	\$ -	\$ -	0%	\$ -
17	Water for Operational Testing (20,000 gallons) (WCDD002)	Trucks	3	\$ 853.33	\$ 2,560.00	0%	\$ -	\$ 806.40	\$ -	31.5%	\$ 806.40
18	15" PVC C900 (WCDD003)	LF	100	\$ 78.00	\$ 7,800.00	0%	\$ -	\$ 7,800.00	\$ -	100%	\$ 7,800.00
<i>Change Order 002</i>											
19	MOBILIZATION AND DEMOBILIZATION (WCD 004)	LS	1	\$ 4,100.00	\$ 4,100.00	0%	\$ -	\$ -	\$ -	100%	\$ 4,100.00
20	EROSION CONTROL (WCD 004)	LS	1	\$ 4,000.00	\$ 4,000.00	0%	\$ -	\$ -	\$ -	100%	\$ 4,000.00
21	TOPSOIL STRIPPING AND REPLACEMENT (WCD 004)	LS	1	\$ 5,000.00	\$ 5,000.00	0%	\$ -	\$ -	\$ -	100%	\$ 5,000.00
22	RECHARGE BASIN EXCAVATION AND STOCKPILING (WCD 004)	LS	1	\$ 39,800.00	\$ 39,800.00	0%	\$ -	\$ 39,800.00	\$ -	100%	\$ 39,800.00
23	D-50 6-IN RIP RAP (WCD 004)	LS	1	\$ 4,200.00	\$ 4,200.00	0%	\$ -	\$ 4,200.00	\$ -	100%	\$ 4,200.00
24	SURFACE RESTORATION (WCD 004)	LS	1	\$ 7,500.00	\$ 7,500.00	0%	\$ -	\$ 7,500.00	\$ -	100%	\$ 7,500.00

Subtotals

Work Complete	\$ 47,483.08	\$ 94,928.32	\$ 112,411.40
Less Retainage (5%)	\$ 2,374.15	\$ 4,746.42	\$ 7,120.57
Net Total	\$ 45,108.93	\$ 90,181.90	\$ 105,290.83

Massaro, Pamela
2000 West 10th Street, Suite 100
Lafayette, CO 80646
Phone: 303.733.2000
Fax: 303.733.2002

Tad Stout, NWCWD President

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this 17 day of Oct, 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]

THE DISTRICT:

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

ATTEST:


Scott Cockroft, Secretary

Signed by:

Tad Stout, President

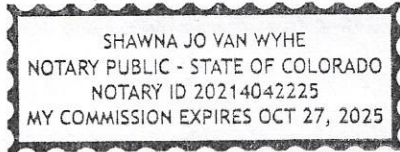
STATE OF COLORADO

COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 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: 10/27/2025



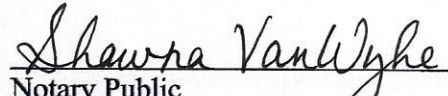

Notary Public

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

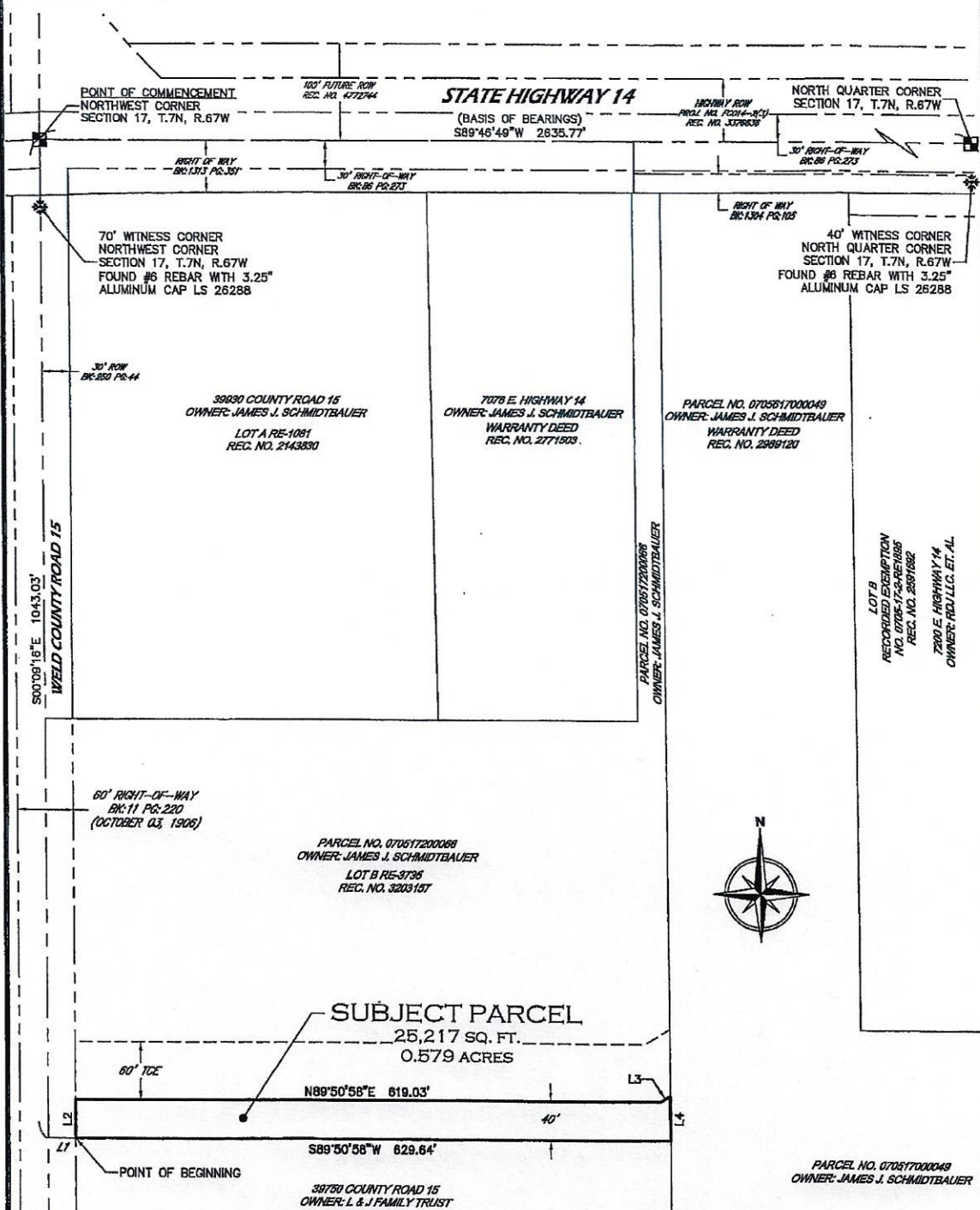
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



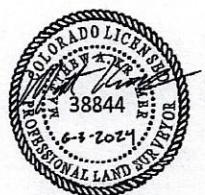
Waterline Basement
NW1/4 Section 17, T.7N., R.67W.



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	N89°50'58"E	30.00'
L2	N00°09'16"W	40.00'
L3	N60°08'37"E	12.20'
L4	S00°09'49"E	46.05'



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 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

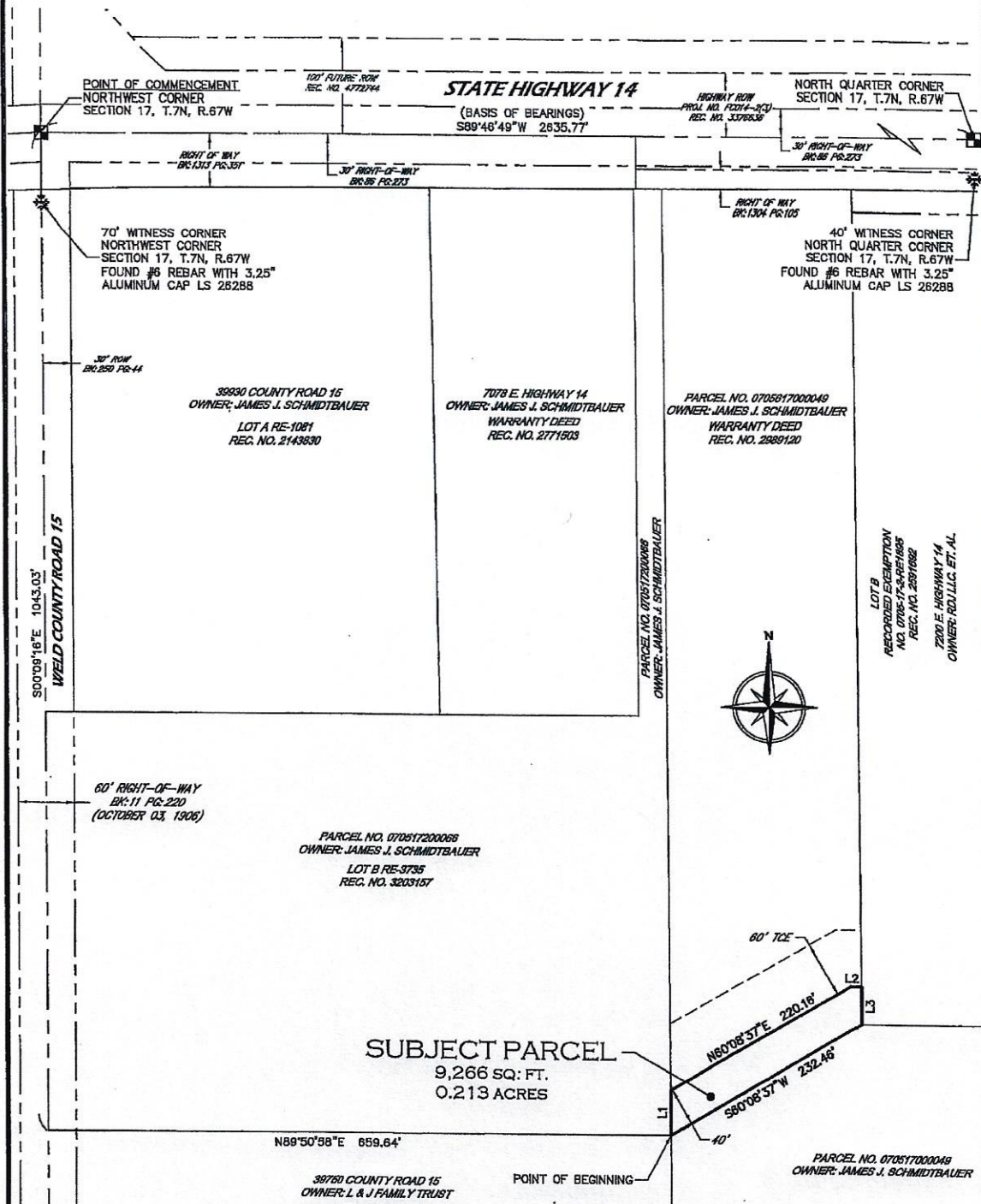
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



Waterline Easement
NW1/4 Section 17, T.7N., R.67W.



Note: This drawing does not represent a monumental 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°09'49\"W	46.05'
L2	N89°35'49\"E	10.69'
L3	S00°09'18\"E	40.00'



Matthew A. Kramer, FLS 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 17 day of Oct, 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:

J Schmidtbauer
James J. Schmidtbauer

GRANTOR:

J Schmidtbauer
Janice M. Schmidtbauer

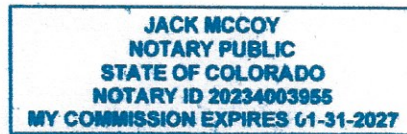
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 17th day of October, 2024, by James J. Schmidtbauer and Janice M. Schmidtbauer.

WITNESS my hand and official seal.

My commission expires: 01-31-2027

Jack McCoy
Notary Public



DISTRICT:

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

ATTEST:


Scott Cockroft, Secretary

Signed by:

27BAE3FAF35042A...
Tad Stout, President

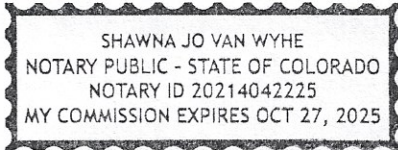
STATE OF COLORADO

COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 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: 10/27/2025



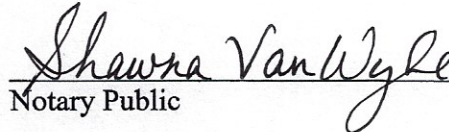

Notary Public

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

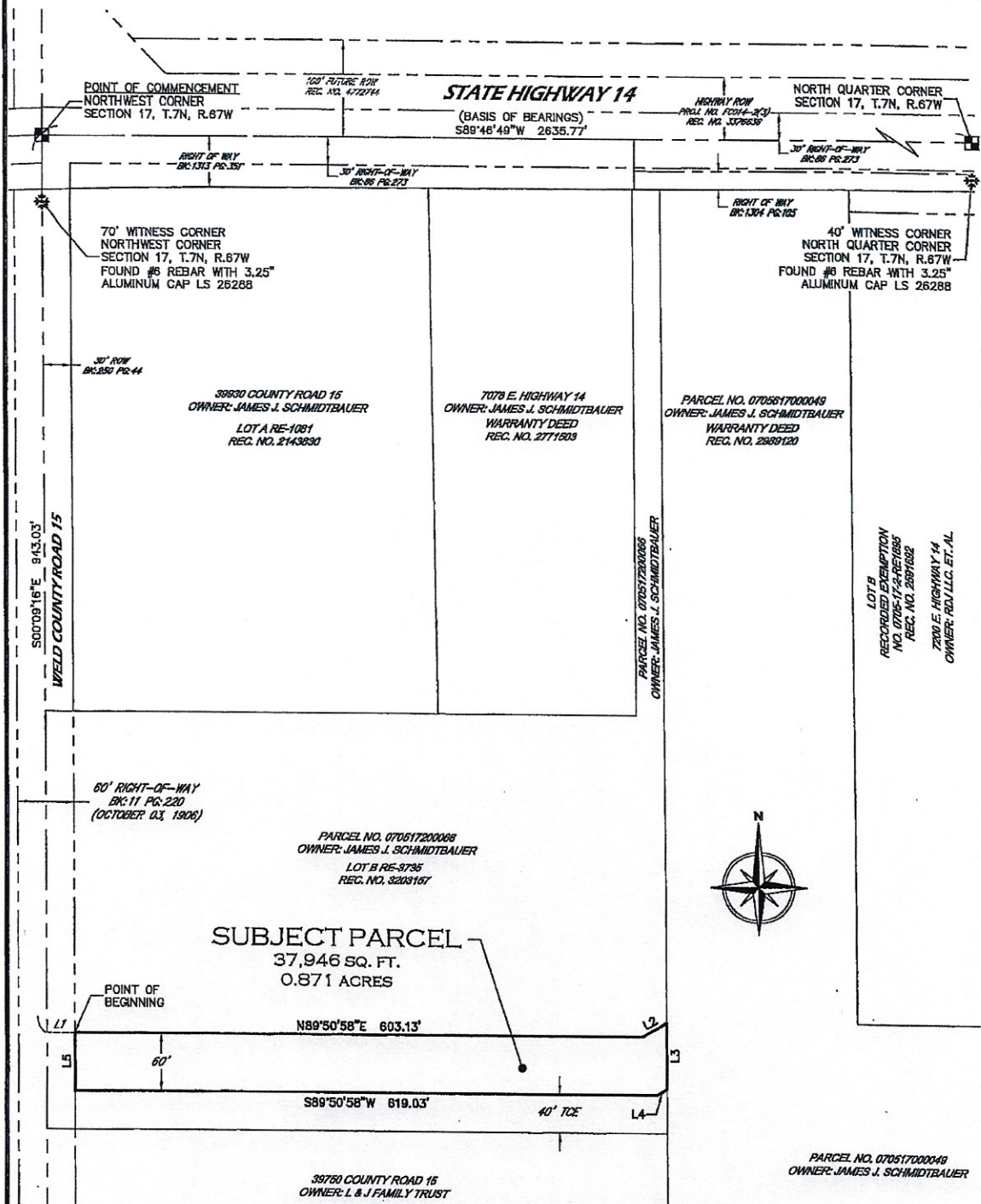
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



Temporary Construction Easement
NW1/4 Section 17, T.7N., R.67W.



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	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'



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 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



PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this 23rd day of October, 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.

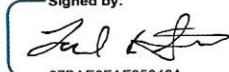
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THE DISTRICT:

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

ATTEST:


Scott Cockroft, Secretary

Signed by:

27BAE3FAF36042A...
Tad Stout, President

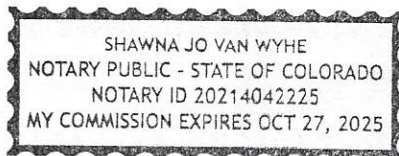
STATE OF COLORADO

COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 28th day of October, 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: 10/27/2025



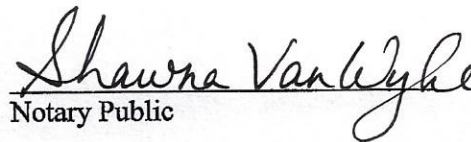

Notary Public

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-RB-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



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this 23rd day of October, 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: *John Donaldson*

Title: *Manager*

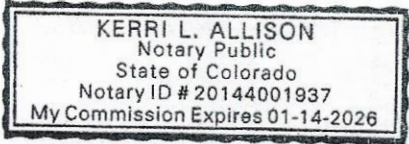
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this *23rd* day of *October*, 2024, by *John Donaldson*, as *Manager* for AGIG LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: *1-14-26*

Kerri L. Allison
Notary Public



DISTRICT:

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

ATTEST:


Scott Cockroft, Secretary

Signed by:

Tad Stout, President

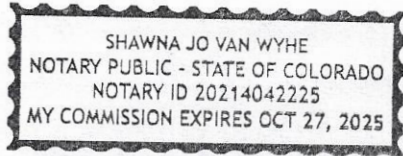
STATE OF COLORADO

COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 28th day of October 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: 10/27/2025



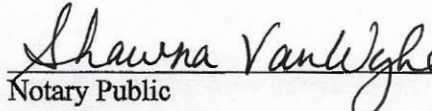

Notary Public

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 99.66 feet to the POINT OF BEGINNING;
THENCE South 00°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°29'15" and is subtended by a chord that bears South 86°55'25" West a distance of 98.72 feet;
THENCE South 87°13'03" West a distance of 1,294.24 feet;
THENCE South 86°18'03" West a distance of 787.68 feet;
THENCE South 00°15'47" East a distance of 113.60 feet;
THENCE South 89°44'13" West a distance of 199.99 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 60.00 feet;
THENCE North 89°44'13" East a distance of 139.99 feet;
THENCE North 00°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°18'03" East a distance of 844.67 feet;
THENCE North 87°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°30'11" and is subtended by a chord that bears North 86°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 (±).

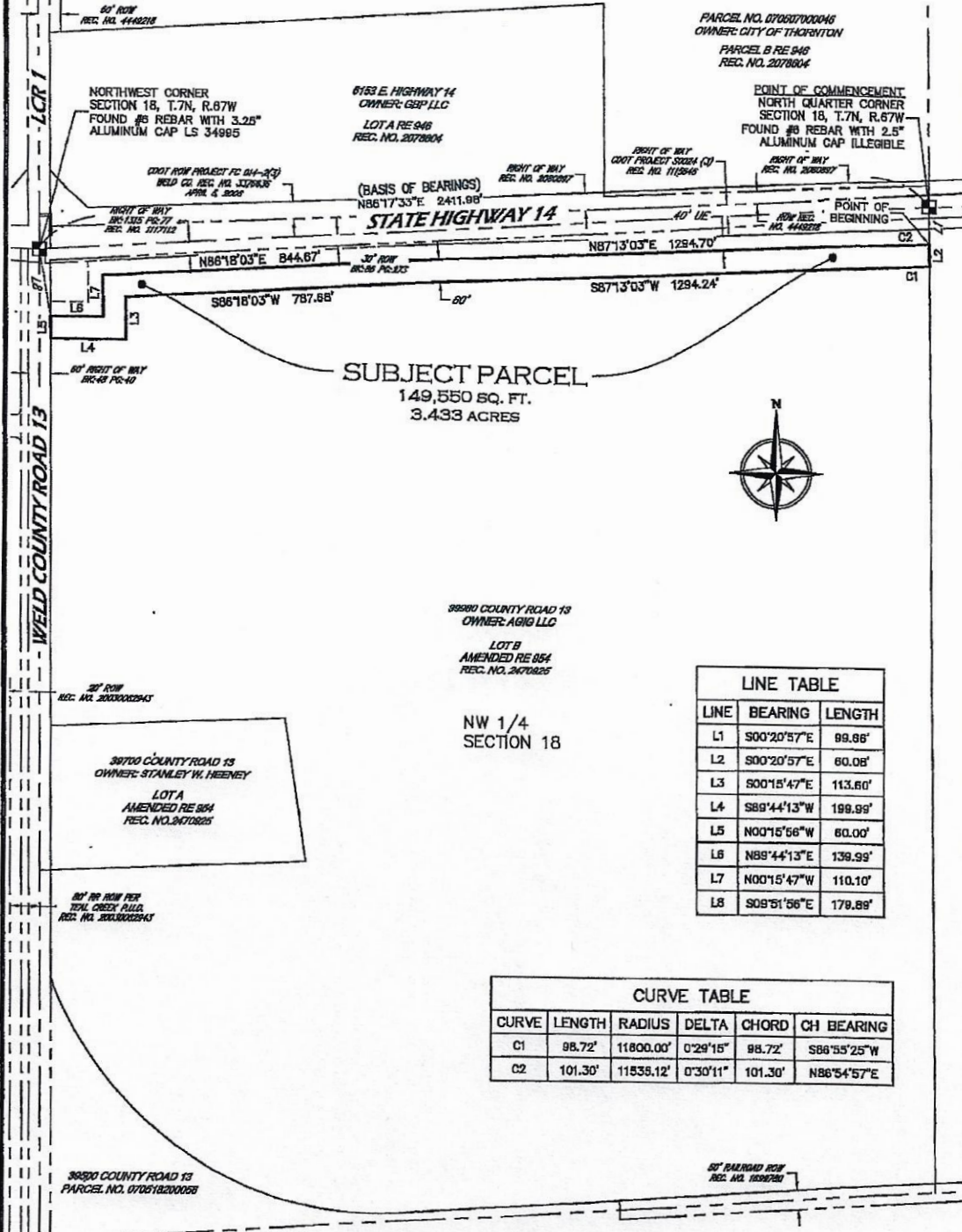
SURVEYORS STATEMENT

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



Temporary Construction Easement
 NW1/4 Section 18, T.7N., R.67W.



SUBJECT PARCEL
 149,550 SQ. FT.
 3.433 ACRES



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°20'57"E	99.86'
L2	S00°20'57"E	60.06'
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'	11838.12'	0°30'11"	101.30'	N86°54'57"E



Matthew A. Kramer, FLS 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 13-80-102)



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 6-3-2024 SCALE: 1"=250'

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

- 1. This Statement of Authority relates to an entity named AGIG LLC, a Colorado Limited Liability Company
2. The type of entity is a:
- corporation
- nonprofit corporation
- limited liability company
- general partnership
- limited partnership
- registered limited liability partnership
- registered limited liability limited partnership
- limited partnership association
- government or governmental subdivision or agency
- trust
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 3282 Roack Park Dr. Fort Collins, CO 80528
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is John Donaldson, Manager
6. The authority of the foregoing person(s) to bind the entity: is not limited is limited as follows: None
7. Other matters concerning the manner in which the entity deals with interests in real property: None
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this _____ day of _____

AGIG LLC, a Colorado Limited Liability Company

State of Colorado)
County of) ss

The foregoing instrument was acknowledged before me this _____ day of _____ by John Donaldson as Manager for AGIG LLC, a Colorado Limited Liability Company

Witness my hand and official seal. My commission expires:

Notary Public

WHEN RECORDED RETURN TO:
AGIG LLC
3282 Rock Park Dr.
Fort Collin, CO 80528

1 This form should not be used unless the entity is capable of holding title to real property.
2 The absence of any limitation shall be prima facie evidence that no such limitation exists.
3 The statement of authority must be recorded to obtain the benefits of the statute.

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 commercial sector surcharge policy calculation for five-year average volumes minus 10 percent usage 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.
 - District Customer Rate will increase \$0.24 k/gal from \$4.75 k/gal to \$4.99 k/gal
 - Wholesale Rate will increase \$0.18 k/gal from \$3.56 k/gal to \$3.74 k/gal
- 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 gravity flow.*
- *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 for 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 or have purchase agreement on approximately 1200- acre feet of additional raw water storage to firm native water supply*

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 polices, 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.

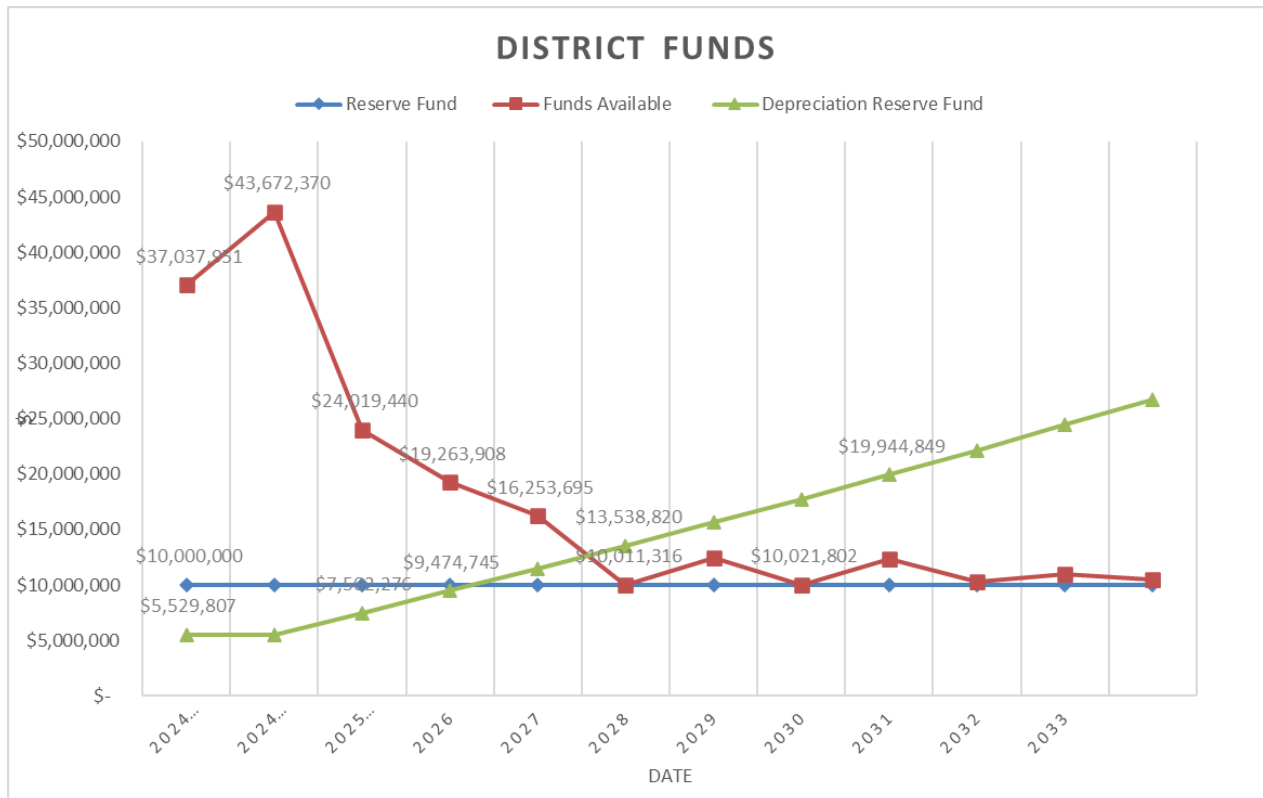
The following are considered by District Management to be key policy changes that have had significant impact on maintaining district solvency:

- 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%
 - District Customer Rate will increase \$0.24 k/gal from \$4.75 k/gal to \$4.99 k/gal
 - Wholesale Rate will increase \$0.18 k/gal from \$3.56 k/gal to \$3.74 k/gal
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

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 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected*</u>	<u>2025 Projected**</u>	<u>Assumed 2025 increase/(decrease) 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%



2024 WATER EFFICIENCY PLAN UPDATE



*clear***WATER**solutions
water rights • planning • engineering

November 12, 2024

WHY WATER EFFICIENCY PLANNING?

- 1. Grant money from Colorado Water Conservation Board (CWCB) available for planning**
- 2. State approved Plan required for CWCB and CWRPDA loans**
- 3. Implementation grant money available for Activities in approved Plans**

CWCB MUNICIPAL WATER EFFICIENCY PLANNING PROCESS

- 1. Profile existing water supply system**
- 2. Profile water demands and historical demand management**
- 3. Establish water efficiency goals**
- 4. Review water efficiency activities**
- 5. Create implementation and monitoring plan**

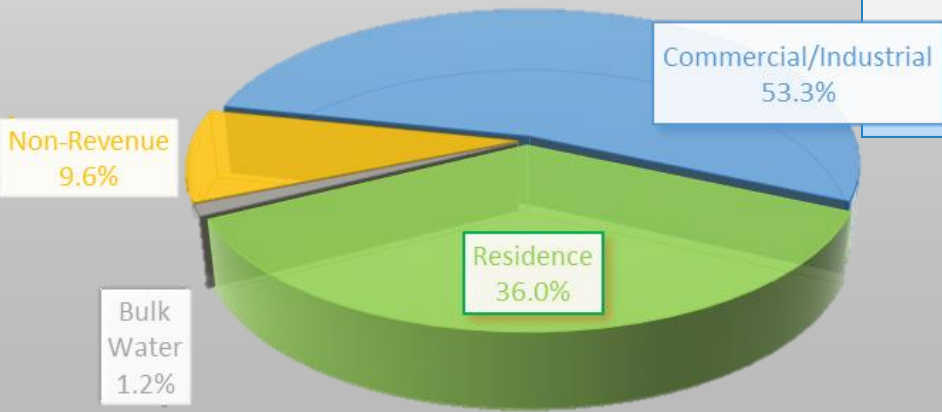
PROJECTED WATER DEMANDS

Total Estimated Treated Water Demand over the next 10 years:

72,440 acre-feet (AF)

Based on 2023 Actual Demand and 2% Increase per Year

Water Use Categories:	Total Projected Water Use (2024-2033) (AF)
Commercial/Industrial	38,612
Residence	26,065
Bulk Water	838
Non-Revenue Water	6,926
Total Water Production:	72,440



INITIAL WATER EFFICIENCY GOALS

- Initial goal: 10% in ten years

Water Use Categories	Reduction Goals for Planning Horizon	
	(%)	(AF)
Commercial/Industrial	10%	3,861
Residence	12%	3,128
Bulk Water	2%	17
Non-Revenue Water	8%	554
Total Demand Reduction:		7,560
Total Percent Reduction:		10%

SELECTION OF ACTIVITIES

- 1. Evaluated a “Universal List” of water efficiency activities with Staff**
- 2. Perform a cost-benefit analysis on selected activities**
- 3. Evaluated activities with Staff input to make recommendations based on established criteria**

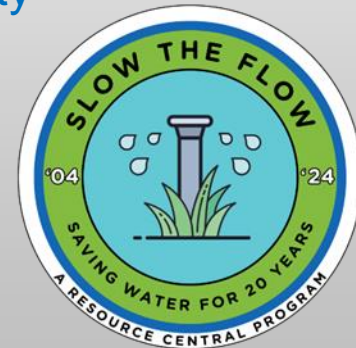
Screening Criteria:

- Staff and Board approval
- Feasibility for customer base
 - Acceptance and participation
- Staff and financial resource limitations
- Legal authority

SELECTION OF ACTIVITIES

ACTIVITIES

- Meter Testing and Replacement Program (Meter Upgrades)
- System Wide Water Audits
- Control of Apparent Losses (with Metering and SCADA)
- Water Efficient Rate Structure/Water Budgets with Regular Updates
- Leak Detection and Repair Program - No Third Party
- Recycling Water Treatment Plant Filter Backwash
- Master Plans/Water Supply Plans
- Slow the Flow Residential Irrigation Audits
- Slow the Flow Non-Residential Sprinkler Evaluations
- Bill Stuffers, Newsletters, Newspaper Articles, Mass Mailings, Website Updates, Social Media (Facebook and Twitter)



OVERALL WATER REDUCTION GOALS

GOAL TO REDUCE TOTAL
WATER USE BY 10%

Water Use Categories	Total Projected Water Use (2024 to 2033) (AF)	Adjusted Reduction Goals for Planning Horizon	
		Total Water Savings from Activities (AF)	Resulting Reduction (%)
Commercial/Industrial	38,612	2,719	7%
Residence	26,065	3,335	12.8%
Bulk Water	838	10	1.2%
Non-Revenue Water	6,926	1,445	7.6%
Total:	72,440	7,510	
Total Percent Reduction:			10.4%

SCHEDULE

Event	Date
Present draft Plan at Board meeting and collect comments	11/12/2024
Public review period (60 days)	11/15/2024 - 1/14/2025
NWCWD formally adopts final Plan	2/11/2025
CWS submits final Plan to CWCB	2/12/2025
CWCB approves final Plan	up to 90 days

QUESTIONS or COMMENTS?



Photo Credit: Resource Central

RESOLUTION NO. 20241112-01

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

CONCERNING DEVELOPMENT REVIEW MORATORIUM

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

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

WHEREAS, on September 28, 2021, in response to proposed permitting regulations in Ft. Collins and Larimer County related to critical infrastructure projects intended to meet the current and future service demands on the District’s water system, including its planned NEWT III Pipeline Project (“NEWT III”), and in order to allow the District to understand the impact of the proposed permitting regulations on the District, the Board imposed a moratorium on all design review for new development within the District (the “Development Review Moratorium”); and

WHEREAS, concurrent with the Development Review Moratorium, the District also imposed a tap sale moratorium in order to allow the District to verify its hydraulic model to understand the current and future capacity of the District’s water infrastructure; and

WHEREAS, during the Development Review Moratorium, the District continued to work to verify its hydraulic model; and

WHEREAS, on February 14, 2022, the District lifted its tap sale moratorium and established a tap sale criteria and policy (as subsequently amended); and

WHEREAS, the Board now desires to lift the Development Review Moratorium and allow for review of new developments within the District; and

WHEREAS, the Board finds that lifting the Development Review Moratorium is in the best interest of the public health, safety, and welfare within the District.

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

1. Development Review Moratorium. The Board, having reviewed the District's water system capacity and hydraulic modeling, and based on the recommendations of District staff and consultants, hereby finds and determines that it is in the best interest of the District to lift the Development Review Moratorium and allow for review of new developments, and hereby repeals and lifts the Development Review Moratorium. District staff is hereby directed to resume development review in accordance with established development review policies of the District and as amended in the future (the "Development Review Policies").

2. Applicability. The Board hereby reiterates and clarifies that the Development Review Policies apply to all classes of development, including but not limited to, residential and commercial single taps, tap allocation relocation or assignments, recorded exemptions, minor and major subdivisions, and increased residential or commercial demand. For additional clarity, based on development review for any class of development, including increased residential or commercial demand, the District may require new water service agreements in order to accommodate such increased uses, subject to approval by the Board of Directors.

3. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Development Review Policies.

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

5. Effective Date. 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.

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

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

ADOPTED THIS 12TH DAY OF NOVEMBER, 2024.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Jared Rauch

From: Tod Matuga <tod@platteassets.com>
Sent: Monday, October 21, 2024 5:52 PM
To: Jared Rauch
Cc: Justin Hay; Timothy Walsh
Subject: Bower North_CR 21/72 Severance
Attachments: Bower North Annexation_.pdf

Hi Jared,

Thanks for speaking with us a couple weeks ago on our project, as well as continuing communication. Based on our discussions, we'd like to request a variance to deliver and serve water as part of the development review process with NWCWD at our Bower North Parcel located near CR 21 and CR 72 adjacent to Severance (attached map/survey attached).

Please let me know if there is any additional information from Platte Land & Water.

Thanks,
Tod

Tod Matuga, CPA/ABV
Platte Land & Water, LLC
720.510.8082

**Bower North Development (442 Lots)
Development Review Variance Request**

Severance

2B

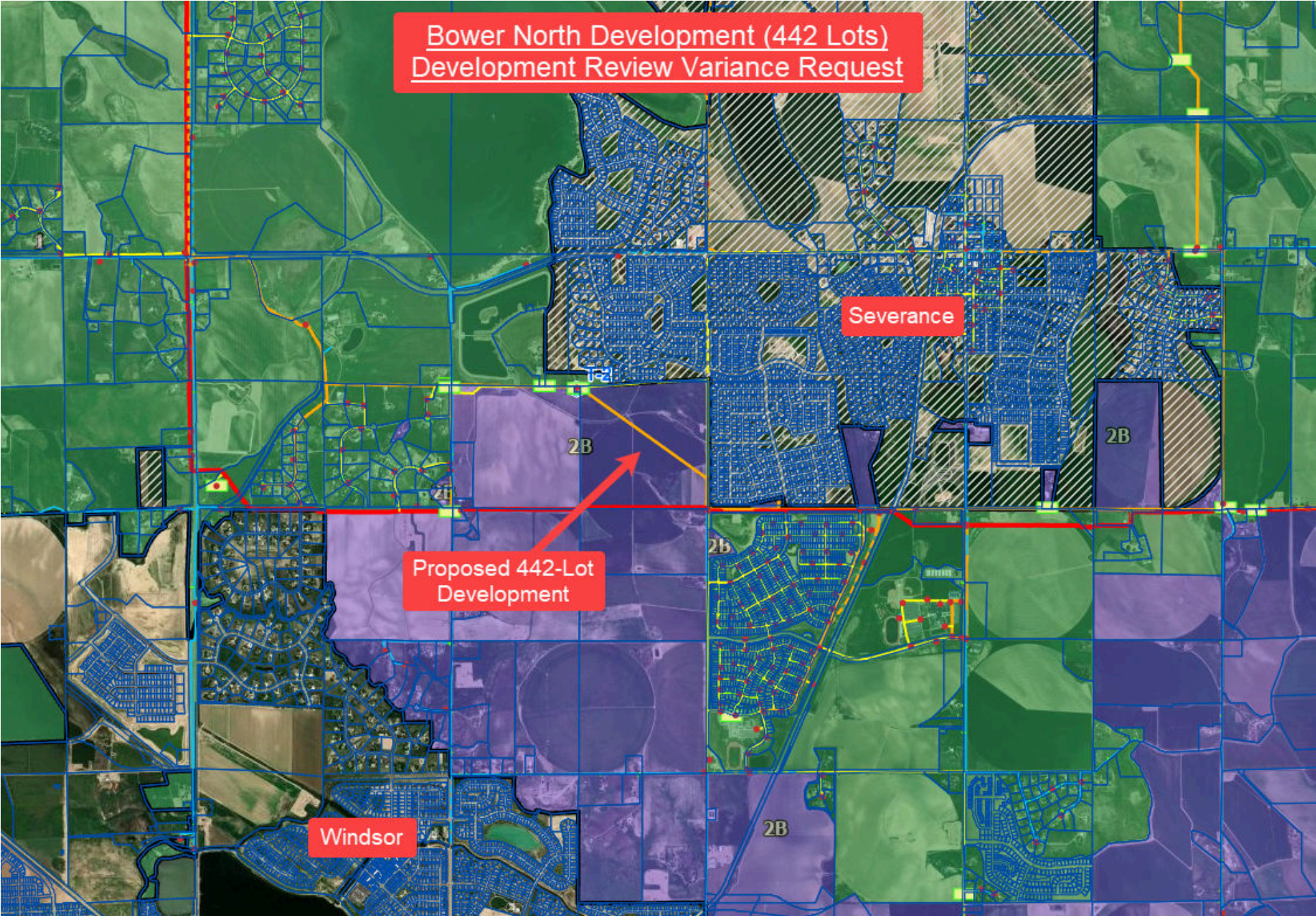
2B

**Proposed 442-Lot
Development**

2B

2B

Windsor



Jared Rauch

To: Ryan Woodland
Subject: RE: Cordero Subdivision

From: Ryan Woodland <ryan@woodlandhomecompany.com>
Sent: Tuesday, October 15, 2024 3:29 PM
To: Jared Rauch <jaredr@nwcwd.org>
Subject: Cordero Subdivision

Hey Jared,

Thank you for meeting me today. I am working on getting a utility report over to you but wanted to get this email out requesting a variance. We would like to request to be up for discussion in the November board meeting for a variance to receive a letter of intent for our subdivision on the property located in zone 6 below. We plan to utilize the existing two large commercial tap allocations as the potable water source for the 31 luxury estate lots. We hope that with the utility report will allow you to learn if you have the capacity to serve our concept. We understand that the concept has 35 lots currently. If you can serve that capacity we are willing to purchase CBT or water taps through NWCWD if available. We can also adjust the lot quantity to fit capacity. The phase 4 lot can grow to 35+ acres and be removed from the development as well and stay in unincorporated Weld County if that is helpful for forward progress. We are moving forward with Preliminary plat approval meetings in November with the Town of Severance. I will send the utility report over as soon as I have that.

Thank you,

Woodland Home Company
(970) 800-1299
Ryan@WoodlandHomeCompany.com
www.woodlandhomecompany.com

Click The Link Below To Leave A Google Review!

<https://g.page/r/CR9l6Hr5XHktEBM/review>

Check Us Out Online At IG And FB:

<https://www.instagram.com/woodlandhomecompany/>

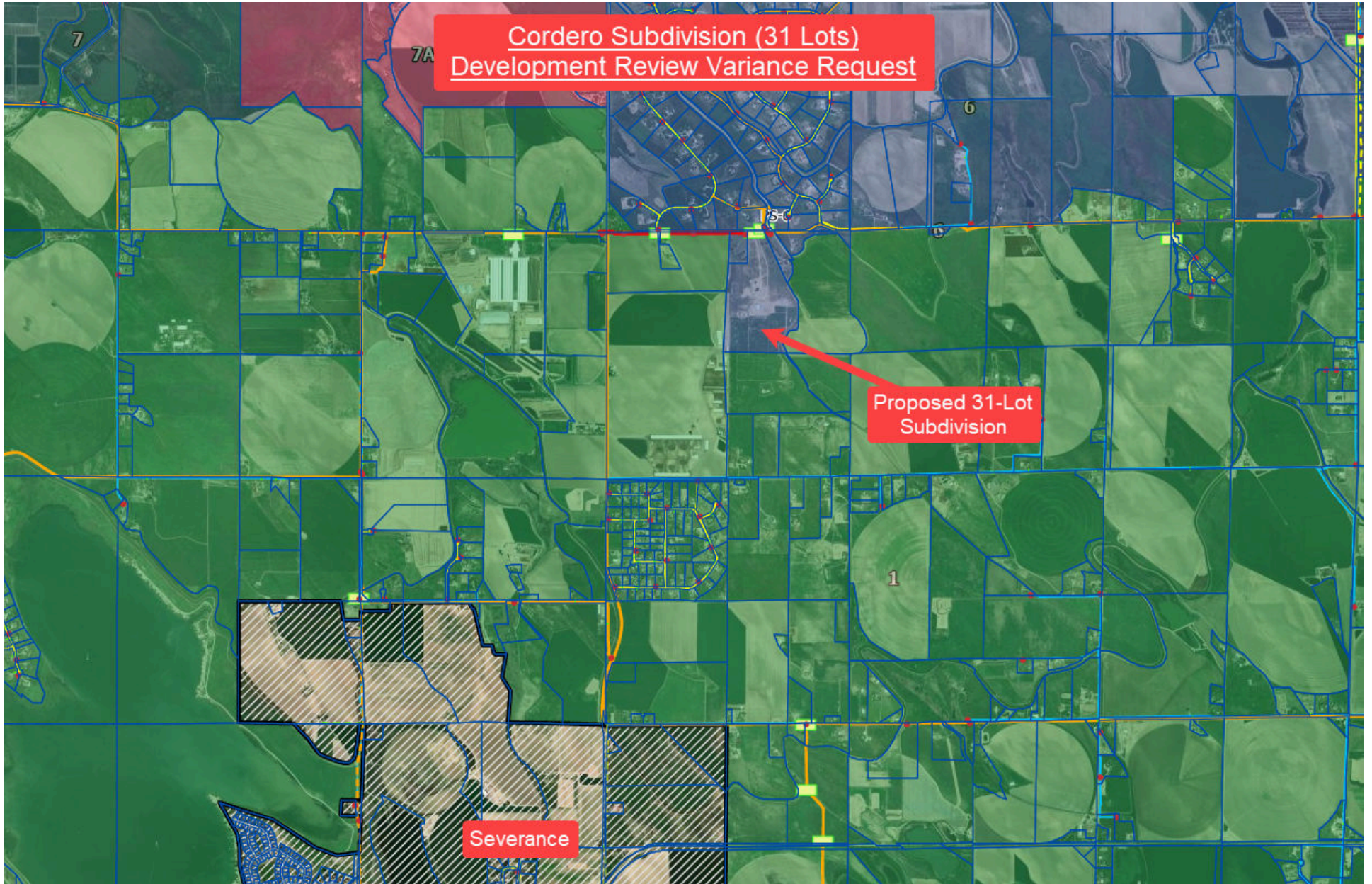
<https://ms-my.facebook.com/people/Woodland-Home-Company/100063189972915/>



**Cordero Subdivision (31 Lots)
Development Review Variance Request**

**Proposed 31-Lot
Subdivision**

Severance



Jared Rauch

To: Eric Reckentine
Subject: RE: Variance

From: Aaron Everitt <everittrealestate@gmail.com>
Sent: Monday, October 21, 2024 10:39 AM
To: Jared Rauch <jaredr@nwcwd.org>; Dan Olson <dolson@upstreamdesigngroup.com>
Subject: Re: Variance

Jared,

I wanted to submit a letter of request to you for North Weld Water's consideration of a variance request for our proposed development on County Road 25 in Severance. As you know, we were in the midst of submitting that project to Weld County for its development review. We had gone through a conceptual sketch plan review with them while we were applying for a "will-serve" letter from North Weld Water. Once the moratorium was placed, the process was put on hold. The sketch plan expired and the project was removed from the files at Weld County.

The planners at Weld County have discussed this process taking 16-24 months to get through the approval process on the subdivision. This is a 9-lot subdivision in their planning code and North Weld services are generally in the area. We are looking for a variance in relationship to the will-serve letter.

Weld County will not allow us to start the process without the letter from the district - and while I have understood the position of the district in the past, it does seem as if many of the deficiencies in infrastructure that caused this hold on future development are either solved or are in the process of being resolved. I am requesting that the district provide variance to the project so that we can begin our lengthy entitlement process at Weld County. It would be acceptable to us and to Weld County to place a provision within the variance that conditions that water shares and infrastructure be available prior to construction. The county will require some sense of commitment that the development can be served, so perhaps there is a viable way for NWWWD to provide that upon conditions.

After our discussion on the phone, I am writing to you with this more formalized request so that it can be reviewed by your team and the Board of Directors. Please let me know if there are other applications or documents you need in order to advance this discussion.

Thank you for your time and consideration.

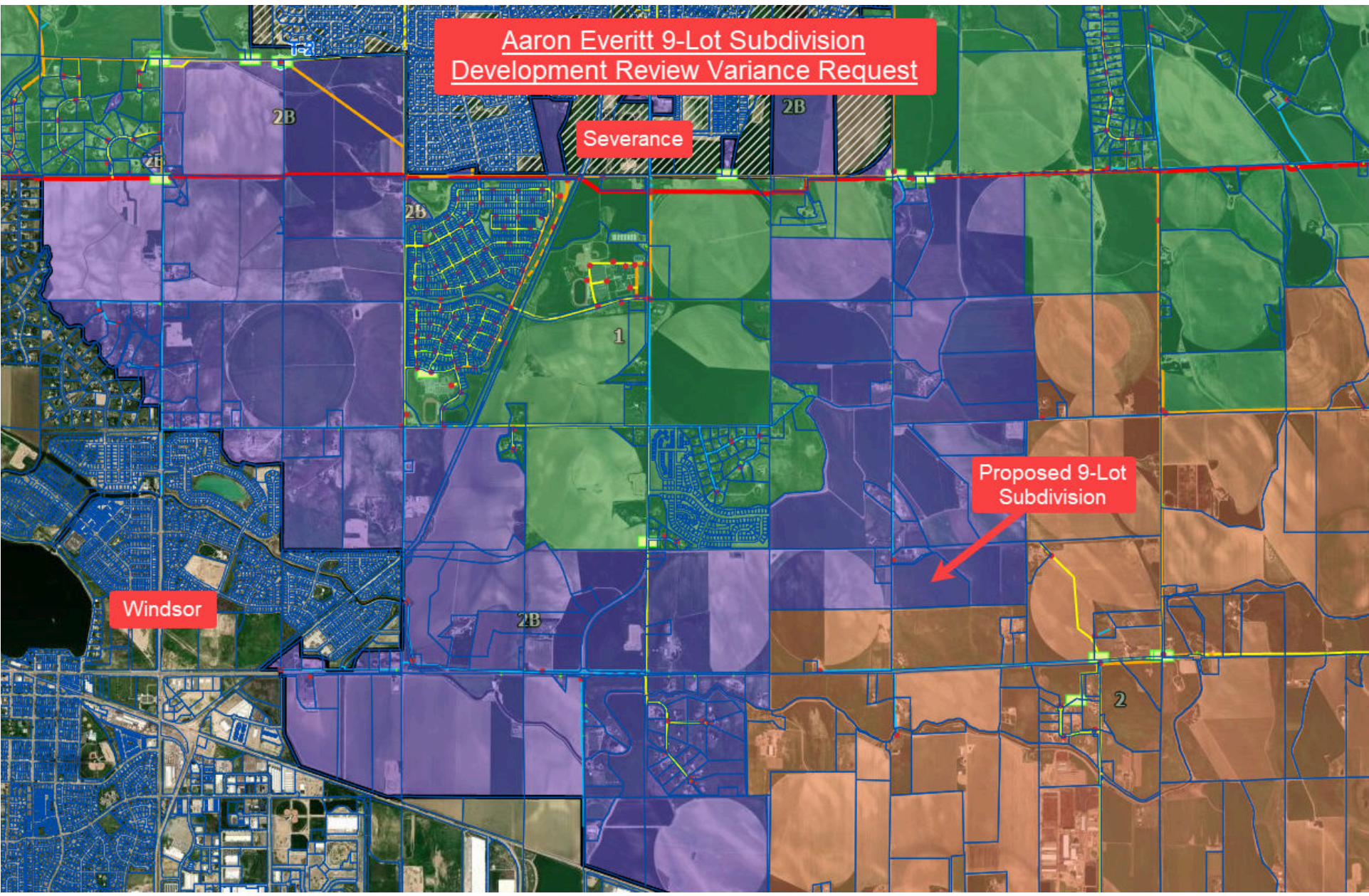
--Sincerely,
Aaron Everitt
970-567-1924
CREC License #- 100082176

**Aaron Everitt 9-Lot Subdivision
Development Review Variance Request**

Severance

**Proposed 9-Lot
Subdivision**

Windsor



2B

2B

2b

1

2B

2

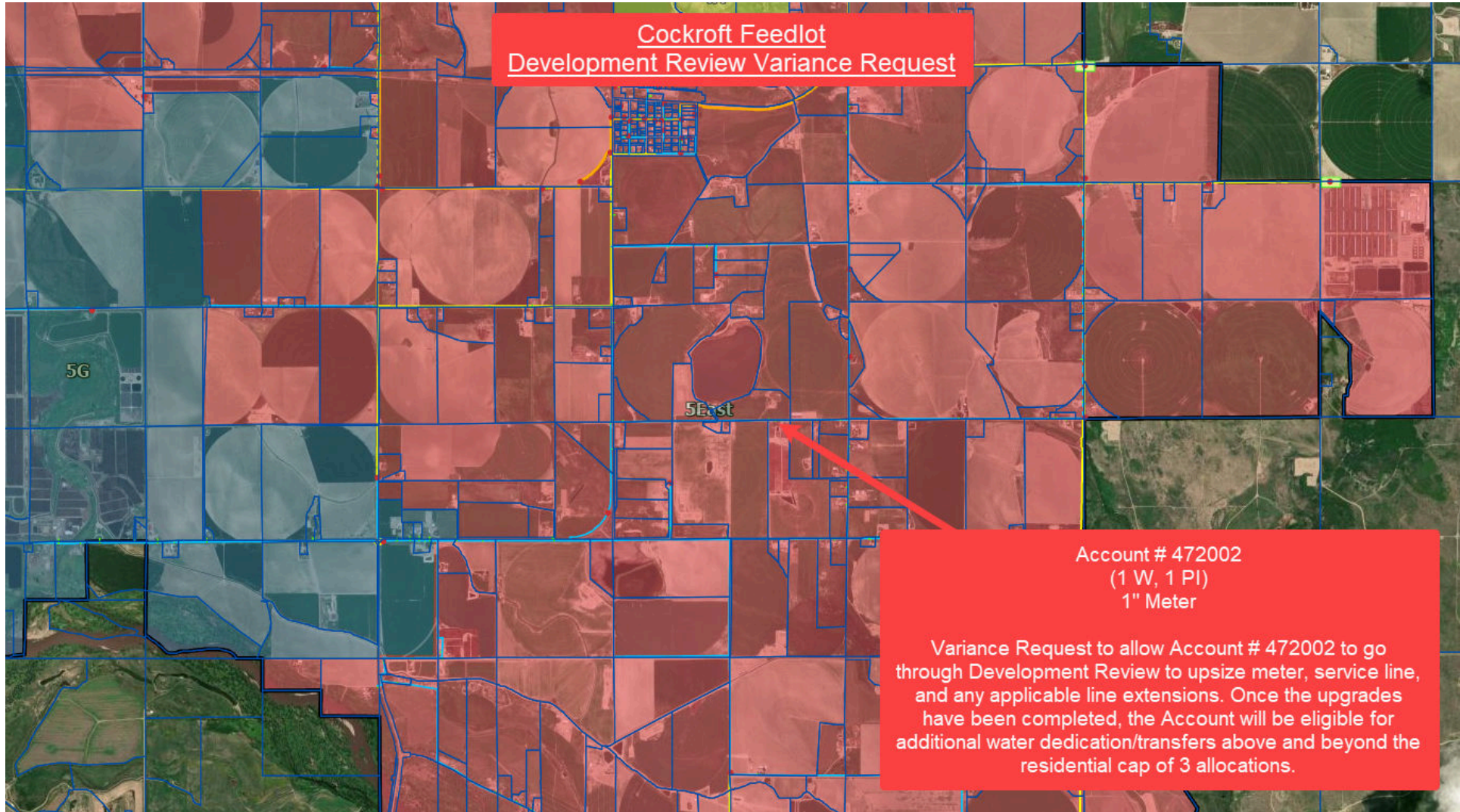


Longs Peak Dairy
Development Review Variance Request

Account # 34004
(4 W, 3 PI)
3/4" Meter

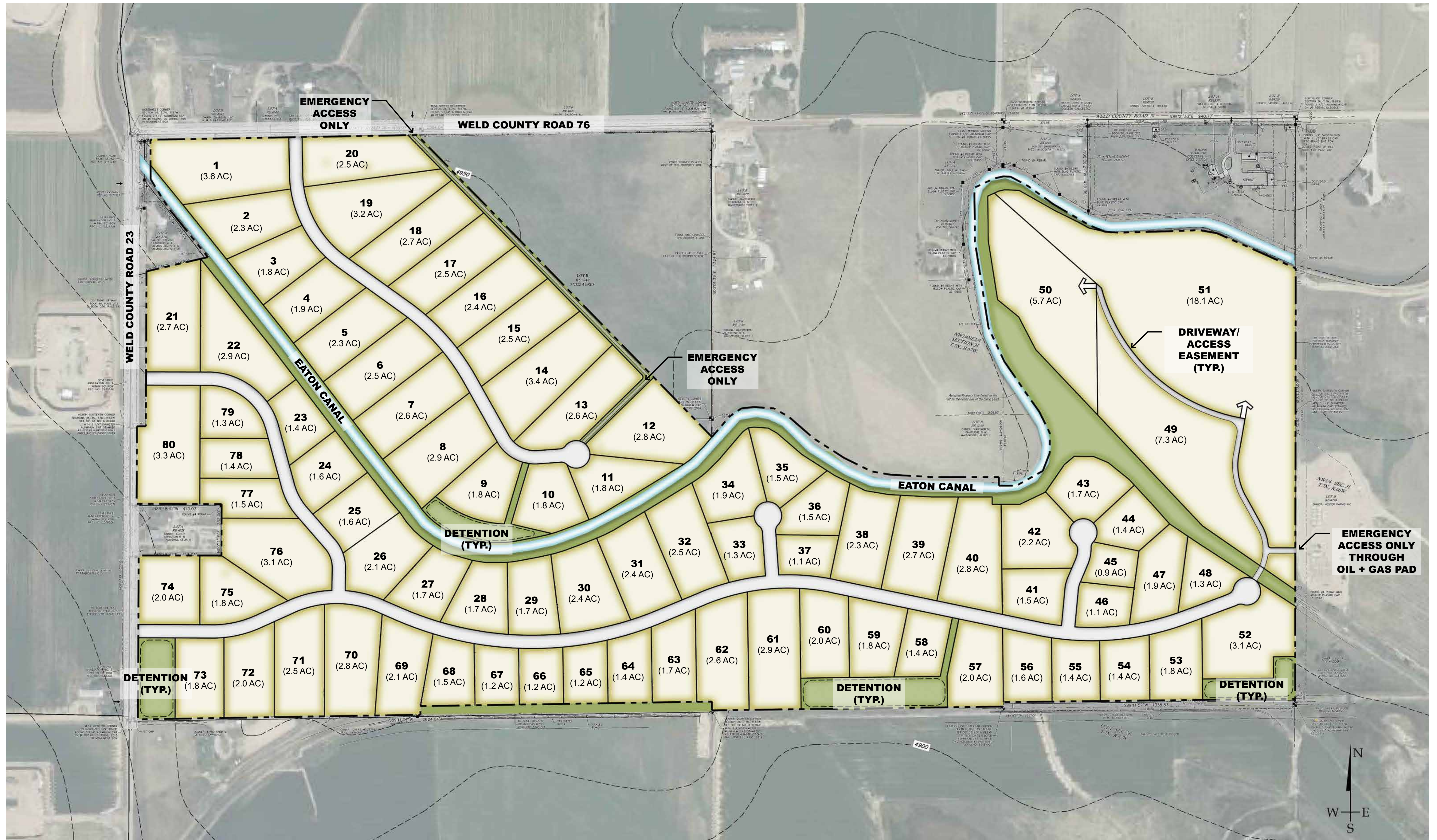
Variance Request to allow Account # 34004 to go through Development Review to upsize meter, service line, and any applicable line extensions. Once the upgrades have been completed, the Account will be eligible for additional water dedication/transfers.

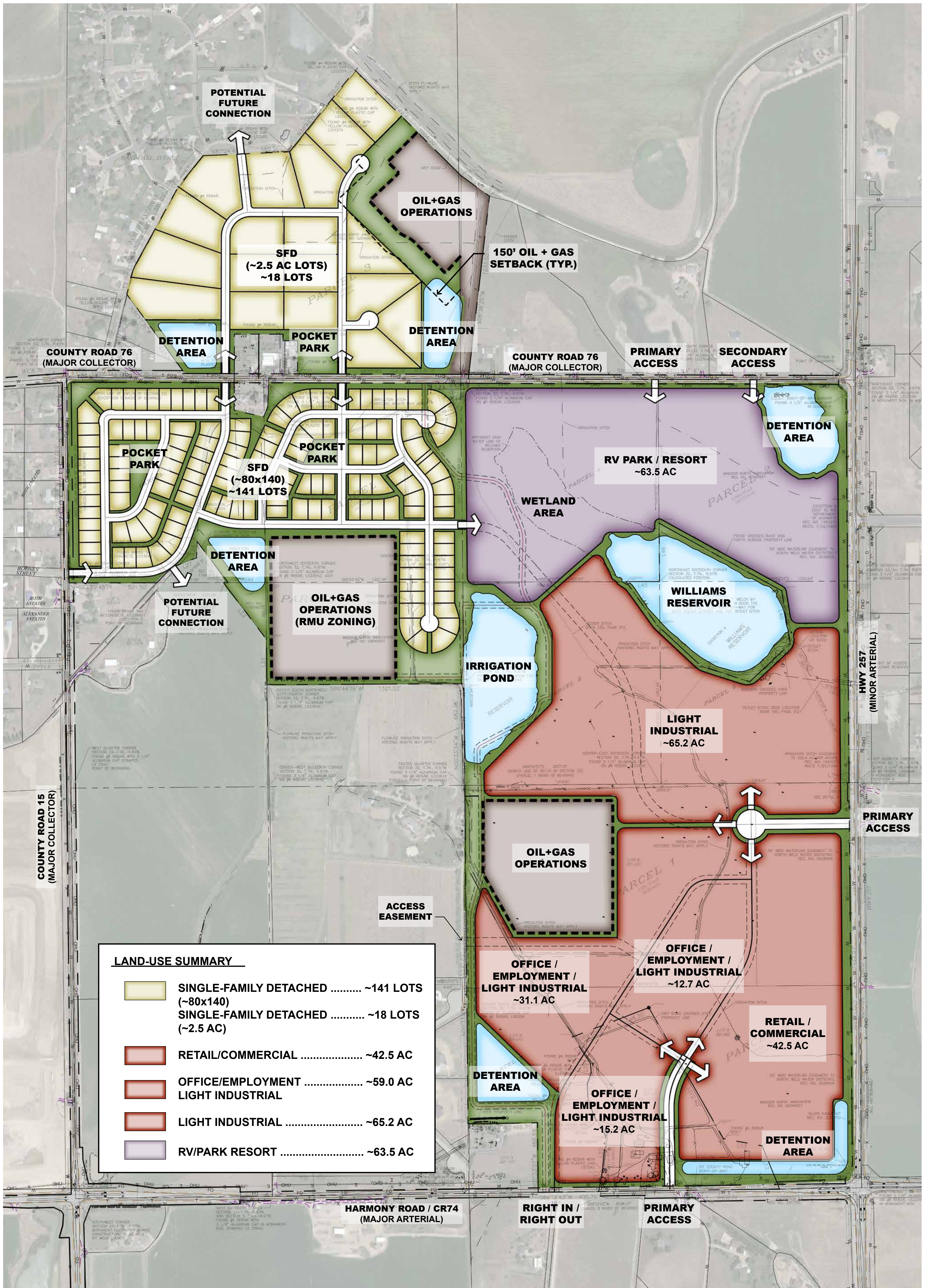
**Cockroft Feedlot
Development Review Variance Request**



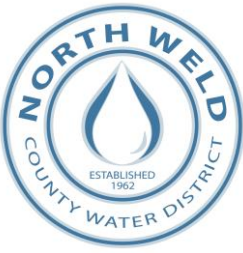
**Account # 472002
(1 W, 1 PI)
1" Meter**

Variance Request to allow Account # 472002 to go through Development Review to upsize meter, service line, and any applicable line extensions. Once the upgrades have been completed, the Account will be eligible for additional water dedication/transfers above and beyond the residential cap of 3 allocations.





1:300



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

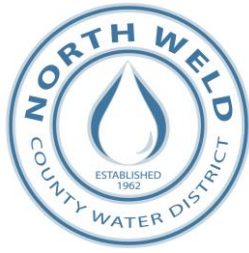
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Dear Valued Customer,

We are pleased to update you on the recent accomplishments within the District that are helping to ensure a reliable water supply and infrastructure for our community. These projects are aimed at increasing system capacity, securing additional water supplies, and improving efficiency for future growth.

Here are some of the key improvements we've made recently and over the past year:

- **Increased Treatment Capacity:** The SCWTP treatment capacity has expanded from 45 MGD to 68 MGD, which boosts the District's overall treatment capacity by 10 MGD, from 16.3 MGD to 26.5 MGD. **Fort Collins Coloradoan** covered this important news recently that you can [read here](#). News outlet Coyote Gulch also wrote about this incredible increase, which [you can read here](#).
- **NEWT III Pipeline Project:** The NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increase gravity flow.
- **Line 1 Replacement:** Line 1 - 48-inch replacement project allows safe pressurization of line 1 transmission line increasing system capacity approximately 2 – 3 MGD.
- **New Water Lines:** We've constructed 4 miles of 30-inch water lines, adding capacity to eastern pressure zones.
- **Emergency Interconnect Upgrades:** We have 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 for Horse tooth Reservoir supplies.
- **Water Supply and Storage Enhancements:** 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.
- The District has also Acquired or has under purchase contract approximately 1200- acre feet of additional raw water storage to firm native water supply.



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

Looking ahead, the NWCWD board of directors has reviewed and discussed the 2025 draft budget, and we want to share the projected rate and fee changes, which may be adjusted based upon final approval by the Board in December.

- **General Rate Increase:** All customer classes will see a 5% rate increase.
 - District customer rates will rise by \$0.24/kgal, from \$4.75/kgal to \$4.99/kgal.
 - Wholesale rates will increase by \$0.18/kgal, from \$3.56/kgal to \$3.74/kgal.
- **Surcharges:** Water allocation surcharges will be \$6.50 per 1,000 gallons, and plant investment surcharges will be \$4.50 per 1,000 gallons.
- **Cash-in-Lieu Sales:** These are set at \$73,500.
- **Plant Investment Fee:** will be \$21,900 per PI, excluding the distance fee.
- **Other Fees:** The distance fee, meter installation fee, and WTA fee will be \$500, \$2,200, and \$100, respectively.

Please note: Cost of Service rates and fees have not been applied to any wholesale customer account previously or for 2025. Rate increases above \$0.18 k/gal are based on costs associated with the entities' internal service requirements. Plant investments fees have not increased above the 2024 fee. Any fee increases are based on costs associated with the entities' internal service requirements.

We would like to make sure that any other communications regarding this increase are correct. If you've heard otherwise, please let us know as those numbers are likely incorrect. What you're receiving in this update is coming directly from the District and is accurate. We will also be posting our increase on website in order to educate the public on the matter.

If you have any questions or need further clarification, feel free to contact the District Manager.

Sincerely,

Eric Reckentine

Eric Reckenitne, General Manager
North Weld County Water District
970-356-3020

NOTICE OF GALVANIZED REQUIRING REPLACEMENT SERVICE LINE MATERIAL

Water System Name: North Weld County Water District
Public Water System ID: CO 0162553
Site Address: 32825 CR 39
PO Box 56 Lucerne, CO 80646

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

New state and federal laws require us to inventory all water service lines in our service area. A service line is the underground pipe that carries water from the water main, likely in the street, into your home or building. We are required to notify consumers annually if they have a galvanized iron or steel service line that is currently or was previously connected to a lead service line. These are referred to as “galvanized requiring replacement” service lines.

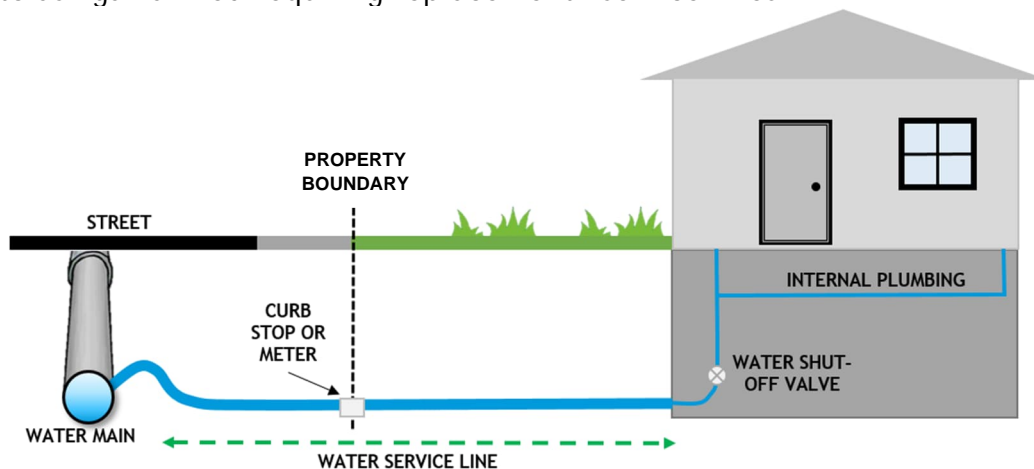


Figure 1. Typical water service line configuration of a water service line connecting the water main in the street to the interior plumbing of a home.

Our records indicate that your water service line is galvanized requiring replacement. This information is based on the May 1, 2024 customer-provided survey information. The service line has split ownership between North Weld County Water District (NWCWD) and the customer. NWCWD owns the service line from the water main to the curb stop valve or meter; and the customer owns the service line from the curb stop valve or meter to the structure. Service line material is classified as 'Galvanized Requiring Replacement' in the initial service line inventory if galvanized service line material is identified downstream of a service line classified as 'Lead' or 'Lead Status Unknown'. *The initial service line inventory noted the site's galvanized service line material is downstream of the NWCWD-side service line classified as 'Lead Status Unknown'. NWCWD is continuing to investigate service line material classification.*

If you believe your service line material is incorrectly categorized, please contact us to assist with material verification.

What does this mean? What is being done?

- Galvanized service lines that are or were downstream from a lead service line can adsorb lead. This lead can be released into drinking water over time. Lead exposure can result in

adverse health effects to humans. Replacement of lead and galvanized requiring replacement service lines can help reduce lead exposure in drinking water.

- Water systems are required to replace all system-owned lead service lines. Property owners are encouraged to replace their portion of galvanized service line if it is or was connected to a lead service line. We are required to replace our portion of lead service line when the property owner notifies us they are replacing their galvanized requiring replacement service line. If you are planning to replace your service line, contact us at 970-356-3020 prior to replacement so that we can coordinate our efforts.
- NWCWD performed the following activities as part of the initial inventory data gathering effort: reviewed meter installation records; sent customers a customer survey dated May 1, 2024; inspected service lines in homes, if requested; reviewed Weld County Property Information to determine build dates; gathered service line material data during maintenance activities; reviewed Lead and Copper Rule sampling site information; and reviewed previous Lead and Copper Materials Evaluation information.
- NWCWD is continuing to conduct investigations (e.g., visual inspection, potholing, and excavation, etc.) to identify NWCWD-side and customer-side service line materials.
- NWCWD is evaluating replacement and financing options in the event it is determined the customer-side galvanized service line is downstream of a 'Lead' service line.
- Customers who have identified the customer-side service line as 'Galvanized' will be updated as NWCWD determines the NWCWD-side service line material classification.

Health Effects of Lead:

- Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.

What can I do to reduce exposure to lead in drinking water?

In addition to replacing your galvanized requiring replacement service line, see below for a list of steps you can take to minimize lead in your water:

1. Run your water to flush out lead. If it hasn't been used for several hours, run the cold water tap until the temperature is noticeably colder. This flushes lead-containing water from the pipes. To conserve water, remember to catch the flushed tap water for plants or some other household use (e.g. cleaning).
2. Always use cold water for drinking, cooking, and preparing baby formula. Never cook with or drink water from the hot water tap. Never use water from the hot water tap to make formula.
3. Do not boil water to remove lead. Boiling water will not reduce lead.

4. You may consider investing in a home water treatment device or alternative water source. When purchasing a water treatment device, make sure it is certified under Standard 53 by NSF International to remove lead. Contact NSF at 1-800-NSF-8010 or visit the [NSF website](#). You may also visit the [Water Quality Association's website](#).
5. Get your child's blood tested. Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about exposure.
6. For more information on reducing lead exposure around your home/building and the health effects of lead, visit [EPA's website](#) or contact your health care provider.

For more information about this notice, contact us at:

- Phone: 970-356-3020
- Email: water@nwcwd.org

NOTICE OF POSSIBLE LEAD SERVICE LINE MATERIAL

Water System Name: North Weld County Water District
Public Water System ID: CO 0162553
Site Address: 32825 CR 39
PO Box 56 Lucerne, CO 80646

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

New state and federal laws require us to inventory all water service lines in our service area. A service line is the underground pipe that carries water from the water main, likely in the street, into your home or building. We are required to notify consumers annually if their service line material is unknown.

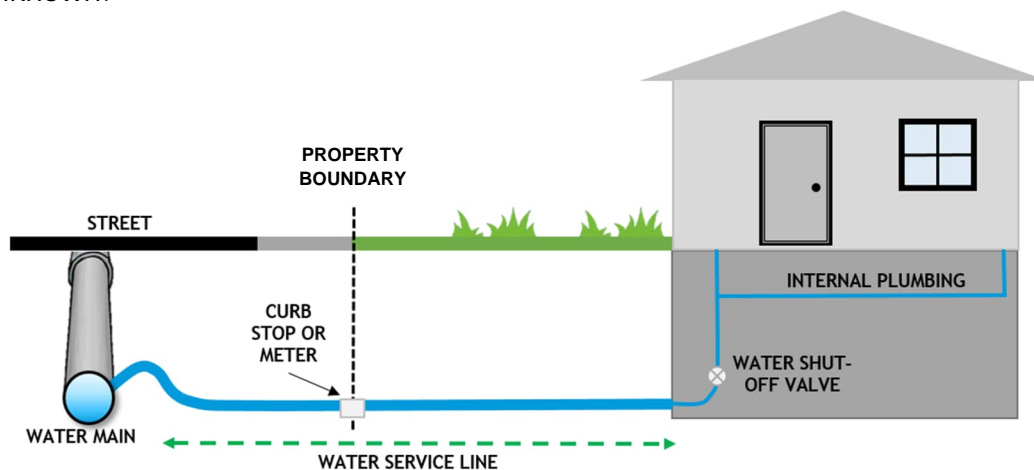


Figure 1. Typical water service line configuration of a water service line connecting the water main in the street to the interior plumbing of a home.

Our records indicate that all or a portion of your water service line material is unknown, but could be made of lead. The service line has split ownership between North Weld County Water District (NWCWD) and the customer. NWCWD owns the service line from the water main to the curb stop valve or meter; and the customer owns the service line from the curb stop valve or meter to the structure. Service line material is classified as “Lead Status Unknown” during the initial service line inventory effort if either NWCWD-owned service line or customer-owned service line material (or both) is unknown.

What does this mean? What is being done?

- We need to determine the material of your water service line to ensure safe drinking water. If you haven't completed the May 1, 2024 customer survey, please contact us to confirm the material of your service line. It is important and easy to do. If you are unsure how to locate your service line or identify the material, we can assist you (970-356-3020, water@nwcwd.org).
- NWCWD performed the following activities as part of the initial service line inventory data gathering effort: reviewed meter installation records; sent customers a customer survey; inspected service lines in homes, if requested; reviewed Weld County Property Information to determine build dates; gathered service line material data during maintenance activities; reviewed Lead and Copper Rule sampling site information; and reviewed previous Lead and Copper Materials Evaluation information. We will continue conducting investigations (e.g.,

visual inspection, potholing, excavation, etc.) to identify service line materials.

- If your water service line contains lead, we will contact you to discuss replacement options. Water systems are required to replace all system-owned lead service lines. Property owners are encouraged to replace their portion of the service line if it is made of lead. We are required to replace our portion of lead service line when the property owner notifies us they are replacing their portion of lead service line. If you are planning to replace your lead service line, contact us at 970-356-3020 prior to replacement so that we can coordinate our efforts.

Health Effects of Lead:

- Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.

What can I do to reduce exposure to lead in drinking water?

In addition to your service line, plumbing or faucets in your home may contain lead and could increase lead levels in your drinking water. See below for a list of steps you can take to minimize lead in your water:

1. Run your water to flush out lead. If it hasn't been used for several hours, run the cold water tap until the temperature is noticeably colder. This flushes lead-containing water from the pipes. To conserve water, remember to catch the flushed tap water for plants or some other household use (e.g. cleaning).
2. Always use cold water for drinking, cooking, and preparing baby formula. Never cook with or drink water from the hot water tap. Never use water from the hot water tap to make formula.
3. Do not boil water to remove lead. Boiling water will not reduce lead.
4. You may consider investing in a home water treatment device or alternative water source. When purchasing a water treatment device, make sure it is certified under Standard 53 by NSF International to remove lead. Contact NSF at 1-800-NSF-8010 or visit the [NSF website](#). You may also visit the [Water Quality Association's website](#).
5. Get your child's blood tested. Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about exposure.
6. For more information on reducing lead exposure around your home/building and the health effects of lead, visit [EPA's website](#) or contact your health care provider.

For more information about this notice, contact us at:

- Phone: 970-356-3020
- Email: water@nwcwd.org