

**NORTH WELD COUNTY WATER DISTRICT**

**Notice of Meeting**

**Monday, January 8, 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 January 8, 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 December 11, 2023, Meeting**
  - b. Invoices through January 8, 2024**
  - c. Resolution No. 20240108-01: Designating Meeting Posting Location**
  - d. SCADA Hardware Upgrade Proposal TLECC**
  - e. Work Scope Phase III Tri-hydro GIS Management Project**
  - f. Easement Agreements**
    - i. Larimer & Weld Crossing Agreement #8 Lateral – NEWT III**
    - ii. Dyecrest Dairy LLC Temporary Construction and Permanent Easements**
- 6. Action: Consider Approval of Proposal for Master Meter Alternative Severance South Development (enclosures)**
- 7. Action: Consider Approval to Join the Motion of Opposition HF2M INC Development**
- 8. Action: Consider Approval of Water Rights Acquisition and Amended Water Service Agreement: (enclosures, Privileged and Confidential, Separate Cover)**
  - a. Amended and Restated Water Services Agreement with the Town of Windsor**
  - b. Agreement for Sale and Purchase of CBT Units**
  - c. Cost Share Agreement with the Town of Timnath (Timnath 36-inch Water Line Adjustment)**

**9. Action: Review Proposals and Consider Award of Timnath 36-inch Water Line Adjustment (enclosures)**

**10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Joining The Opposition Motion HF2M INC, Severance South Master Meter, and Amended and Restated Water Service Agreement with the Town of Windsor**

**11. District Manager's Report: (enclosures)**

- a. Tap Sales**
- b. Knox Pit Contract Amendment Terminated by Poudre Fire Dept.**
- c. Greeley IGA Customer Transition Letter Sent to JB Acres**
- d. Work Session Master Plan Dates**

**12. Other Business**

**ADJOURN \_\_\_\_\_ P.M.**

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

Held: Monday, the 11<sup>th</sup> day of December 2023, 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  
Director Cockroft, Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; George Oamek, Headwaters Corp; David Wiggins, Stantec Richard Raines and Jan Sitterson, Water Resources; Angela Thompson, Slate Communications; and members of the public.

**ADMINISTRATIVE MATTERS**

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

Approval of Agenda

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

**PUBLIC COMMENT**

None.

**CONSENT AGENDA MATTERS**

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Mr. Nelson requested negotiation of a 20% royalty under item (m) below.

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

- a. Minutes from November 13, 2023, Meeting
- b. Unaudited Financials for November 2023
- c. Invoices through December 11, 2023
- d. Basilere Meter Relocation Request, Wood Lake Line Replacement
- e. Change Order Element Engineering -Oppositions
- f. Work Directive Change CR 84 Project Line Replacement
- g. Stantec Master Plan Amendment
- h. Long Peak WSSC Recharge Project Contractor Change Order
- i. Back Flow Cross Connection Variance Request - MMM
- j. Adoption of Resolution No. 20231211-01: 2024 Annual Administrative Resolution (enclosure)
- k. Easement Agreements
  - i. Serfer Easement and Reimbursement Agreements – Greeley and NWCWD Harmony Interconnect
  - ii. HOA Ridgewood Crossing Agreement – NEWT III
  - iii. License to Enter – Long peak Dairy.
- l. Knox Pit Amendment Agreement with Poudre Fire and LRM
- m. Amendment and Ratification of Oil and Gas Lease – Nickel Road Development

**FINANCIAL MATTERS:**

Mr. Stout addressed the Board about meeting process and urged the directors to hold questions and comments on the following financial discussions until after each presentation.

Conduct Public Hearing on 2023 Budget Amendment and Consider Adoption of Resolution No. 20231211-0\_: Resolution Amending 2023 Budget

Mr. Reckentine indicated that an amendment to the 2023 budget is not needed.

Conduct Public Hearing on 2024 Budget and Consider Adoption of Resolution No. 20231211-02: Resolution Adopting 2024 Budget, Imposing Mill Levy and Appropriating Funds (enclosure)

Mr. Stout opened the public hearing on the proposed 2024 Budget. Mr. White noted that the notice of public hearing was provided in accordance with Colorado law. No written objections were received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Reckentine reviewed the 2024 Budget Resolution with the Board. Following discussion, upon a motion of Ms. Hennen, seconded by Mr. Nelson, the Board unanimously adopted Resolution No. 20231211-02 adopting the 2024 Budget, appropriating funds therefor as shown in the 2024 Budget, subject to receipt of final assessed valuation.

Consider Adoption of 2024 Fee Schedule

Mr. Reckentine presented the Board with the proposed 2024 Fee Schedule which incorporates updated fees, rates, charges, surcharges, and penalties included in the 2024 budget. Following discussion, upon a motion of Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously adopted the 2024 Fee Schedule.

Consider Approval of Honey Creek Resources Revised Cost of Service and Fees Study

Mr. Oamek presented to the Board the revised Cost of Service and Fee Study and discussed the conclusions and recommendations included in the Cost of Service and Fee Study.

The Board had legal questions which were discussed in Executive Session.

Revised CDPHE Lead and Copper Rule

Ms. Sell of Tri Hydro discussed with the Board the CDPHE's revised lead and copper rules and its impacts on the District.

No action was taken.

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 the

Upon motion of Mr. Pettinger, seconded by Ms. Hennen, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 10:42 A.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S.; determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to § 24-6-402(4)(e), C.R.S. related to the Cost of Service and Fee Study.

Cost of Service and Fee Study.

Pursuant to § 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 the District’s attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Following the Executive Session, upon a motion of Mr. Cockroft, seconded by Mr. Pettinger, the Board accepted the Cost of Service and Fee Study and authorized Mr. Reckentine to begin discussions with stakeholders.

**DISTRICT MANAGER’S REPORT**

- a. Tap Sales Mr. Reckentine reported the total number of taps sold year-to-date.
  
- b. CDPHE Sanitary Survey – No Violations or Deficiencies Mr. Reckentine reported that the CDPHE Sanitary Survey is completed and there were no violations or deficiencies reported.
  
- c. Christmas Party December 18, 2023, Eaton Country Club 12:00 p.m. Mr. Reckentine informed the Board regarding the details of the Christmas Party on December 18. All directors are invited.
  
- d. Wood Lake Line Relocation Project Mr. Reckentine reported to the Board regarding the status of the Wood Lake Relocation Project.
  
- e. Work Session Master Plan Dates Mr. Reckentine discussed with the Board holding special work sessions to discuss master planning matters in order to focus the Board on master planning.
  
- f. NWCWD 2024 Regular Board Meeting Dates
  - i. Master Plan Stakeholder Meeting Town of Severance, November 16, 2023
  - ii. Monte Vista Dairy, November 28, 2023Mr. Reckentine informed the Board regarding upcoming meetings with the Town of Severance representatives and with representatives of the Monte Vista Dairy to discuss master planning and water allocation matters.

**OTHER BUSINESS**

- a. North Poudre Irrigation Company Nominations for Director Mr. Nelson discussed with the Board a desire to have representation on the North Poudre Irrigation Company board and suggested Mr. Reckentine be nominated. Following discussion, the Board agreed to Mr. Reckentine nomination and directed the necessary paperwork to be filed.

Similar discussions were held related to the board of the Water Supply and Storage Company. The Board agreed that Mr. Reckentine would not be nominated.

- b. Town of Ault Line Leak Mr. Reckentine updated the Board regarding a leak in the Town of Ault's line and reported that the Town of Ault is running off an emergency interconnect. Mr. Reckentine will monitor usage and applicable fees.

**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

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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 meeting of the North Weld County Water District convened at 10:42 A.M. on December 11, 2023 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy related to Cost of Service and Fee Study as authorized by § 24-6-402(4)(b) & (e), C.R.S. I further attest it is my opinion that a portion 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.



**RESOLUTION NO. 20240108-01**

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

**DESIGNATING MEETING NOTICE POSTING LOCATION**

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WHEREAS, the North Weld County Water District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, et seq., C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

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

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates <https://nwcwd.org/> as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website:

32825 CR 39, Lucerne, CO 80646

ADOPTED JANUARY 8, 2024.

**DISTRICT:**

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

By: \_\_\_\_\_  
Officer of the District

Attest:

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

**APPROVED AS TO FORM:**

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

*[Signature Page Resolution Designating the Meeting Notice Posting Location]*



*Our Mission: To find opportunities to delight our peers and customers by making the complex simple.*

**P.O. Box 793**  
**Morrison CO 80465-0793**  
**303-697-0440**  
**Fax: 303-697-0450**  
**Kim@TLECC.net**  
 Date: 12/13/2023  
 North Weld Water  
 RE: Garret M  
 REF: SCADA computer upgrade J5379

Dear Garret,

We are pleased to provide this quotation for your review.

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION.**
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,  
 Kim Evezich

Scope: Current SCADA computer was installed Jan 2019 which makes in 5 years old as of Jan 2024. We are recommending a more robust computer that uses as server platform. We have line item pricing below, and some alternative upgrades.

Item	Description	Extended Pricing
1	Computer upgrade for SCADA system consisting of one Dell Power edge 350 server with 16 cores, 24" monitor, Microsoft Excel, Microsoft Server 2022, VMware workstation player, and no-charge upgrade for iFix software, (due to North Weld being on Global Care). Includes time to check operating system, load all software including iFix and Historian, check version compatibility, deploy the computer and test system. Please see notes!	\$25,870.00

	Also includes Shadow Protect Backup software, Nas Drive, one thin-client hardware device, and rack mounted 1500VA UPS. Labor includes one week of set up time at our office and two days on-site for deployment and training.	
2	SCADAPhone alarm dial-out software for unlimited alarms with webserver and USB modem. See notes	\$4,035.00
3	Red Lion 15" touch screen that is Linux based and can be programmed to emulate the SCADA computer in case the computer is non-functional. Because this is Linux based, it is less likely to be "hacked" or compromised with Malware. We would install a new enclosure, add graphics, data tags and historical logging to this terminal. Approximate cost: \$28,500.	\$28,500.00
	<b>Computer upgrade total</b>	<b>\$58,405.00</b>

Notes:

1. The Dell server will come with two power cords and two power supplies. It is suggested that two different UPS units are utilized. We suggest that one power cord be plugged into the existing UPS and then we are supplying an additional 1500VA double conversion/rack mounted UPS for the 2<sup>nd</sup> power cord.
2. We will plan on installing the rack mounted server in your existing server rack that (we believe) also houses your corporate server. The UPS and NAS drive will also be rack mounted. Please let us know if you want a separate rack just for the SCADA system. (adds \$1100)
3. The Operator terminal will be a separate thin-client computer that can go on the SCADA desk.
4. We have added extra cores to this base computer (bid item 1) to allow it to be virtualized in the future if separate historian and data servers are desired as well as multiple thin-client local/remote operator stations.
5. Garret has advised us that there IS a copper phone line in the server room for the alarm dialer.
6. Win911 is no longer a viable alarm dial software and will be replaced with SCADAPhone.
7. In the FUTURE, a cell modem can be added to the Red Lion for redundant remote access and messaging.

I, \_\_\_\_\_ of North Weld County Water District, accept this quote for the work listed above, totaling \$58,405.00

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Timber Line Electric and Control Corp. Terms and Conditions of Sale

This quote is valid for 30 days, and is subject to change after that time frame. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal or authorized representative.

Part numbers and shipping dates are based on the best information available at the time of quote and may change. Part numbers change frequently for items such as computers.

Shipping terms: Shipment times are based upon receipt of a written purchase order or contract and signed approval drawings. Unless otherwise noted, all materials are quoted Free On Board point of origin. TLECC's responsibility for loss ceases upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer against the carrier. If TLECC is delivering to job site, field off loading has not been included in pricing. Additional charges may be assessed for offloading. Buyer, general contractor, or owner shall be responsible for proper storage and handling following shipment.

TLECC's standard terms are Net 30 days with 1% per month late payment charges. These terms apply to materials and service work. Contract job terms are Net 30 days on a work-in-process basis. TLECC reserves the right to change these terms at any time, and has the right to modify the terms for individual customers. All sales are subject to acceptable credit rating of buyer. Any alteration to the terms stated on a TLECC quote will be considered a counter offer and is subject to acceptance in writing by a TLECC authorized representative. Unless clearly stated otherwise, no retainages will be allowed, or payment withheld pending third party payment. In the event of nonpayment, buyer will be subject to finance charges, collection costs and attorney's fees.

Sales, use and excise tax may be required by law. If buyer is tax exempt, buyer shall provide adequate documentation to TLECC. **If buyer is NOT tax exempt, Buyer is responsible for sales and use tax which will be charged on the materials of the job. Please request a sales tax estimate based on the correct sales tax district!**

Any order cancelled after 3 days of acceptance by TLECC may be subject to the cost of special materials, non-resellable goods and completed labor. In any event, TLECC reserves the right to charge the buyer for any and all expenses or labor incurred in connection with a purchase order. TLECC does not offer refunds on customized equipment.

In the event TLECC is unable to ship or deliver parts or perform services pursuant to any purchase order or other contract entered or accepted by TLECC due to a "Force Majeure" such as an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to timely receive necessary government approvals, government restraint or any other cause, which is not reasonably within the control of TLECC, TLECC's obligations under the purchase order or other contract shall be suspended during such Force Majeure. If the Force Majeure cannot be promptly removed in TLECC's sole opinion, at TLECC's sole option, the purchase order or other contract may be terminated without further obligation or liability on the part of either party.

TLECC honors a 1 year warranty on new equipment. This includes repair or replacement of said equipment at TLECC's discretion. The equipment warrantee does not include the travel or labor to troubleshoot equipment. TLECC may include the labor at TLECC's discretion. TLECC will honor a 90 day warrantee on all installation labor. Except for those expressly provided for herein, no other warrantee express or implied applies. TLECC is not liable for lightning damage, vandalism, or acts of God. Warrantee will be void on equipment which has been serviced by persons other than TLECC employees. Limitations of liability: TLECC is not responsible for any modification or repairs to TLECC products made by persons other than TLECC personal. Timber Line is not liable for any and all consequential and incidental damages arising out of, or in connection with any purchase order or contract for equipment or services. This includes but is not limited to installation, service, or product's failure to perform, in connection with purchase order, contract, or verbal request for service.



December 4, 2023

Mr. Eric Reckentine  
District Manager  
North Weld County Water District  
2825 CR 39, P.O. Box 56  
Lucerne, CO 80646

RE: GIS Asset Management Phase III Maintenance Proposal

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) proposed Phase III Maintenance scope of work, schedule, and fee to continue providing technical support on North Weld County Water District's (NWCWD) Geographic Information System (GIS). Phase III Maintenance continues maintenance and support from the ArcGIS Enterprise upgrade. Phase III will also continue supporting requests from NWCWD staff and assisting with data requests from other organizations. Trihydro has discussed options with NWCWD in our weekly project status meetings and believe this proposal offers the best value. We propose to begin Phase III Maintenance in January 2024.

Our Phase III Maintenance proposal is detailed below for your consideration.

### **PHASE III MAINTENANCE**

For Phase III Maintenance we propose to continue maintaining NWCWD's Geographic Information System (GIS) as described in the tasks below. We will also continue supporting NWCWD GIS requests and GIS data requests NWCWD may receive from other organizations. Additionally, Trihydro proposes to maintain NWCWD's ArcGIS Enterprise installation.

### **Task 3A – Project Management**

Our project manager, Brian Robeson, will facilitate open communication between NWCWD and project team members on a weekly frequency. He will assign daily tasks, coordinate review meetings, and provide meeting agendas. Additionally, Brian will provide a task schedule, monthly invoices, monthly progress reports, and quality assurance/quality control (QA/QC) reviews on deliverables prior to submittal.



Mr. Eric Reckentine  
December 4, 2023  
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### **Deliverables**

- Meeting agendas and minutes
- Monthly invoices
- Monthly progress reports

### **Task 3B – Data Maintenance & Support**

The data maintenance and support task will focus on improving data quality, responding to NWCWD GIS requests, and responding to GIS data requests NWCWD may receive from other agencies and contractors. Improving data quality will focus on both attributes and geometry. For attributes, this means identifying missing or incorrect attributes and populating or correcting them to the extent possible. For geometry, this means that water system features that are physically connected should also be connected in GIS. An example is a water line ‘T’ where the GIS linework does not precisely intersect. Examples of NWCWD GIS requests include Enterprise Geodatabase data revisions, PDF map preparations, and other standard GIS requests. Data requests from other agencies will be provided in standard Esri formats.

### **Deliverables**

- Enterprise Geodatabase updates.
- Response to NWCWD GIS requests.
- Data packages compiled as requested by other agencies and contractors in a standard Esri format.

### **Task 3C – ArcGIS Enterprise Maintenance & Support**

Trihydro recommends maintaining NWCWD’s ArcGIS Enterprise installation. We propose that NWCWD continue granting Trihydro administrative level access via remote desktop to the GIS servers and administrative logins to ArcGIS Enterprise to facilitate maintenance and support. We will use the credentials to maintain the GIS software, including the Geodatabase. We will also use the credentials to publish and maintain the data, maps, and applications (apps) on ArcGIS Enterprise. These data, maps, and apps will then be modified as requested. Updates to the ArcGIS Enterprise web maps and apps may include adding or removing layers, layer configuration, and adding or removing built-in tools from the web app. If a new web app is needed, we will offer options and potential budget effects to help decide if this should be pursued.

This task also includes field data collection support for ArcGIS Field Maps. Field data collection needs can vary, and this task allows flexibility. In particular, revising field forms, field order, and layer order can improve usability. Adding or removing layers as needed by NWCWD staff is also included. If



Mr. Eric Reckentine  
December 4, 2023  
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troubleshooting is needed, Trihydro will provide the first tier of support and assist if Esri Technical Support is needed.

We also propose that NWCWD continue granting Trihydro administrative access to its ArcGIS Online organization. We recommend that NWCWD use ArcGIS Enterprise as its internal production system and establish a connection to ArcGIS Online to facilitate data sharing. At a minimum, ArcGIS Online will be used to license ArcGIS Pro.

This workflow represents the best value but is by no means the only option. We are happy to discuss other options, if desired.

### **Deliverables**

- ArcGIS Enterprise and ArcGIS Online administration.
- Response to NWCWD Enterprise/Online GIS requests.
- Field map updates.
- Technical support and troubleshooting.

### **PHASE III – YEAR 2 FEE ESTIMATE**

Based on the project understanding and scope of work discussed above, the fee estimate for Phase III is \$113,167.00. Tables 1-1 and 1-2 summarize the estimated costs and assumptions for each task. Our fee is based on the tasks outlined above, hourly rates, and expenses. We welcome an opportunity to meet and discuss/negotiate the proposed scope and fee estimate if this does not meet your expectations.

Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization.

### **SCHEDULE**

Trihydro is available to commence Phase III work on January 2, 2024, and upon receipt of a signed contract amendment. Phase III will conclude Dec. 31, 2024, and can be negotiated on a yearly basis thereafter.

### **Phase III Schedule Details:**

- Confirm receipt of staff support requests on the same business day and determine feasible deadlines with the requestor.
- Provide other agency and organization data deliverables within 48 hours when feasible.





Mr. Eric Reckentine  
December 4, 2023  
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Trihydro proposes to perform the work in accordance with the Master Service Agreement between Trihydro Corporation and North Weld County Water District dated November 14, 2022. If the scope, schedule, and fee are acceptable, please sign and acknowledge below and email the signed copy to Brian Robeson (brobeson@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: \_\_\_\_\_  
North Weld County Water District

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

We appreciate the opportunity to present this Phase III proposal to NWCWD and we look forward to continuing work with you. If you have questions or require additional information, please do not hesitate to contact us at (307) 745-7474.

Sincerely,  
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "Brian Robeson".

Brian Robeson  
Project Manager

A handwritten signature in black ink, appearing to read "Richard Jacobson".


Richard Jacobson  
Project Director

999-75Q-001

Attachment

## TABLES

**TABLE 1-1. FEE ESTIMATE  
GIS ASSET MANAGEMENT  
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

		Trihydro Corporation				Expenses Direct Reimbursables						Task Total
		Professional Level 6	Administrative 2	Technical Level 4	Labor Subtotal	Purchased Equipment	Shipping (i.e. Documents, Equipment, Supplies)	Rental Vehicle	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal		
TASK	DESCRIPTION	\$161	\$78	\$106		Cost + 10%	Cost	Cost	Cost + fuel			
<b>Phase III</b>	<b>Phase I Title</b>											
Task 3A	Project Management	63	3		\$10,377					\$0	\$10,377	
Task 3B	Data Maintenance and Support	240		48	\$43,728					\$0	\$43,728	
Task 3C	ArcGIS Enterprise Maintenance and Support	204			\$32,844							
	<b>Phase III Subtotal (hours)</b>	<b>507</b>	<b>3</b>	<b>48</b>	<b>558</b>							
	<b>Phase III Subtotal (\$)</b>	<b>\$81,627</b>	<b>\$234</b>	<b>\$5,088</b>	<b>\$86,949</b>							
	<b>Total (hours)</b>	<b>507</b>	<b>3</b>	<b>48</b>	<b>558</b>							
	<b>Total (\$)</b>	<b>\$81,627</b>	<b>\$234</b>	<b>\$5,088</b>	<b>\$86,949</b>							
						Cost	\$23,550	\$100	\$160	\$53	\$23,863	--
						Subtotal	\$25,905	\$100	\$160	\$53	\$26,218	\$113,167
						Cost	\$23,550	\$100	\$160	\$53	\$23,863	--
						Total	\$25,905	\$100	\$160	\$53	\$26,218	\$113,167

**TABLE 1-2. PHASE III FEE ESTIMATE ASSUMPTIONS  
GIS ASSET MANAGEMENT PHASE III  
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

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**Abbreviations**

- CL – Clerical
  - PD – Project Director
  - PM – Project Manager
  - PTL – Project Technical Lead
- 

**Task 3A: Project Management**

**Activities**

- Perform day-to-day project coordination.
- Routine Coordination with NWCWD.
- Review and submit monthly payment requests.
- Prepare monthly progress reports.
- Develop meeting agendas and draft meeting minutes.

**Assumptions**

- Work to commence January 2, 2024 and run through Dec. 31, 2024.
  - 3.25 hours per month, 45-minute, weekly team meetings with NWCWD; PM.
  - 1.5 hours per month, project coordination meetings; PM.
  - 0.25 hour per month for letter and document formatting; CL.
  - 0.5 hour per month for monthly meeting agendas, minutes, and progress reports; PM.
- 

**Task 3B: Data Maintenance & Support**

**Activities**

- Data maintenance and quality control.
- Revise data based on NWCWD staff requests.
- Provide GIS support for routine requests for data from other agencies and contractors.

**Assumptions**

- Work to commence January 2, 2024 and run through Dec. 31, 2024.
- Additional field data will be written to the Enterprise Geodatabase by NWCWD as it is collected.
  - Data will be collected using the current GPS equipment and ArcGIS Field Maps.

**TABLE 1-2. PHASE III FEE ESTIMATE ASSUMPTIONS  
GIS ASSET MANAGEMENT PHASE III  
NORTH WELD COUNTY WATER DISTRICT, LUCERNE, COLORADO**

- New data will be available to NWCWD as soon as it is in the Enterprise Geodatabase.
  - 20 hours per month for data maintenance and routine GIS support; PM.
  - 4 hours per month for CAD support.
- 

**Task 3C: ArcGIS Enterprise Maintenance & Support**

**Activities**

- Administer NWCWD on-premise Enterprise and Online sites, users, and groups.
- Maintain web maps and applications on NWCWD on-premise Enterprise and Online sites.
- Web maps and apps will not require programming/coding expertise.
- Work with NWCWD staff to facilitate GPS equipment accessories purchase, if needed.
- Field data collection support.
- Troubleshooting.

**Assumptions**

- Trihydro GIS staff will maintain current administrative level access to NWCWD GIS systems. This includes server access via remote desktop and administrative login credentials to Enterprise and Online.
- One test deployment of ArcGIS Enterprise and one production deployment of ArcGIS Enterprise will be maintained.
- ArcGIS Enterprise will be maintained at the current version, 11.1.
- Equipment purchased in 2023 meets data collection needs. Only accessories might need to be purchased.
- Any equipment repairs are covered under the Trimble warranty.
- Subscription costs, hardware maintenance costs, and software maintenance costs are included.
  - Trimble Catalyst subscription
  - TSC5 controllers
  - Trimble Business Center
  - Trimble Access
- Equipment costs exceeding the approved budget will need to be approved by NWCWD before purchasing.
- 1 hours per month for administration; PM.
- 8 hours per month for web map/app maintenance; PM.
- 5 hours per month for field data collection support; PM.
- 3 hours per month for troubleshooting; PM.

WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND  
EAST LARIMER COUNTY WATER DISTRICT AND  
NORTH WELD COUNTY WATER DISTRICT  
AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE NO. 8 OUTLET DITCH

**RECITALS**

The parties to this Agreement are the WRCC, INC, a Colorado nonprofit mutual Ditch Company which has an address of 106 Elm Avenue, Eaton, CO 80615, (“WRCC, INC.”), LARIMER & WELD IRRIGATION COMPANY, a Colorado non-profit corporation (“LWIC”) which has an address of 106 Elm Avenue, Eaton, CO 80615 and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, Colorado 80524, (“ELCO”) and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (“NWCWD”). WRCC, INC. and LWIC are jointly referred to as the “Ditch Companies”. ELCO and the NWCWD are jointly referred to as “Districts.” Ditch Companies and Districts are jointly referred to as the “Parties.”

A. WRCC, INC. owns and operates that certain irrigation ditch known as the No. 8 Outlet Ditch (the "**Ditch**"), which is part of a primarily unlined irrigation system in which water stored in certain reservoirs is delivered in a southerly direction from the outlet works at the Elder Reservoir in Sections 19 and 20, T. 8N., R. 68 W. and running therefrom through Sections 19, 20, 29, 30, and 32 T. 8N., R. 68 W. and terminating at its outfall into the Larimer and Weld Canal in Section 5, T. 7N., R. 68 W for delivery for subsequent beneficial use in Larimer and Weld Counties, Colorado.

B. LWIC owns and operates that certain irrigation and ditch system known as the Larimer and Weld Canal (the “Canal”) in Larimer and Weld Counties, Colorado, which has existed since the early 1860’s, is predominantly unlined, and which delivers water year-round; and

C. Ditch Companies have a valid and existing deeded, prescriptive and/or statutory easement for the Ditch and Canal, including areas adjacent to the Ditch and Canal, by virtue of historic use (the “**Ditch Easement**”) but may not have fee ownership of the land underlying the proposed Pipeline.

D. Districts desire an agreement to cross the Ditch and to construct, install, maintain, alter, repair, replace, operate, inspect, survey and remove if necessary a water pipeline up to forty-two (42”) inches in diameter in a new 54-inch steel casing pipe, along with associated appurtenances, known as the NEWT 3 pipeline (the “**Pipeline**”) under the Ditch on the property identified on **Exhibit A**, attached hereto and incorporated herein by reference in Larimer County, Colorado (the “**Property**”), and in accordance the No. 8 Ditch crossing drawings/plans for the NEWT 3 project (the "**Project**") attached as **Exhibit B**, and made a part hereof by this reference (the “**Plans**”). The Plans include replacing in-kind a culvert, which protrudes into the Canal.

E. Districts understand and assume the inherent risk of damage that may be caused to the Pipeline being placed under the Ditch due to seepage, soil conditions, settling, corrosion, and/or Ditch Companies' operation and maintenance of the Ditch.

F. Districts have provided construction drawings and/or other documentation to Ditch Companies for Ditch Companies' staff, its engineers and/or its attorneys to review.

G. Having had the opportunity to review the above-mentioned documentation, Ditch Companies are willing to permit the Districts to cross the Ditch and Ditch Easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for valuable consideration, the adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. The above Recitals are accurate and are incorporated herein by reference.
2. **DITCH COMPANIES' EASEMENT.** For purposes of this Agreement, the Districts agree that the Ditch Easement extends to the width of the Ditch and Canal, including banks, beds, and appurtenant structures, and sufficient lands on each side of the Ditch and Canal as are reasonably necessary under the circumstances for all reasonable and necessary purposes related to the Ditch and Canal, including the right to maintain, repair, operate, clean, replace and reasonably enjoy the use and purpose of the Ditch Easement, including the right to improve the efficiency of the Ditch and Canal, and the right to access the Ditch and Canal and its banks and enter onto the burdened property for all such purposes, and includes those rights set forth in C.R.S. §37-86-102 and C.R.S. §37-86-103.
3. All rights granted to the Districts herein are subordinate to the Ditch Companies' Easement and may not unreasonably interfere with the rights of the Ditch Companies' Easement, including by restricting water flow or quality or damaging the Ditch or Canal, embankments, fences., roads, or other property associated with the Ditch or Ditch Easements, provided that the exercise of a right provided in this Agreement shall not be deemed to be an unreasonable interference. Any increased maintenance costs reasonably incurred by the Ditch Companies due to the rights granted herein shall be submitted to the Districts and promptly reimbursed to the Ditch Companies.
4. It is understood that this Agreement shall grant to Districts only such rights of the Ditch Companies as specifically stated herein or as otherwise agreed upon in writing by the Parties. Specifically, this Agreement provides the Ditch Companies' consent for the Districts to install a single (one) Pipeline, together with cathodic protection test stations, under the Ditch at the specific locations and in the manner designated and referred to on **Exhibit B**, to be used for transporting treated water only, and the Pipeline is not to be used for any other purpose or to transport any other substance, without the express written consent of Ditch Companies. Any additional pipelines proposed by the Districts or other crossings of the Ditch or other ditches delivering water to the Larimer and Weld Canal will be subject to the Ditch Companies' sole discretion and subject to future agreement.

5. In addition to this instrument, Districts agree to obtain from the landowners who hold fee simple title to the Property or through the exercise of their powers of eminent domain an appropriate easement to construct, install, lay, maintain, repair, replace, operate, inspect, survey, and remove the Pipeline, including all underground improvements and appurtenances thereto, under the Ditch within the land area described and depicted on **Exhibit C** (the “Districts-Landowner Easement”) at the specific locations and in the manner designated and referred to on **Exhibit B**. Such Districts-Landowner Easement shall be subject to the Ditch Easement. Should plans for the Pipeline change in any material manner from those described in **Exhibit B**, new drawings and plans must be provided to the Ditch Companies for their approval prior to the commencement of the construction of the Pipeline.

6. Ditch Companies further consent to Districts and their successors and assigns ingress and egress over and across the Ditch Easement egress as is reasonable and necessary for the exercise of Districts’ rights granted in this Agreement, so long as such right can be exercised without materially impacting the rights of the Ditch Companies.

7. Districts shall mark the location of the Districts-Landowner Easement and/ or the Pipeline with suitable markers set in or on the ground, which Districts agree to do prior to completing the Project, provided that said markers shall be placed in locations which will not interfere with any reasonable use by Ditch Companies of the Ditch or Canal. The Ditch Companies may drive over the location of the Pipeline to access the Ditch and Canal as necessary to perform their statutory responsibilities described in Paragraph 2 above.

8. Districts shall be prepared to install sufficient infrastructure as field conditions dictate to bypass water in the Larimer and Weld Canal in a manner which ensures flow is uninterrupted, as previously approved by the Ditch Companies. If necessary, this bypass infrastructure shall remain in place until completion of the Project.

9. The rights granted under this Agreement to Districts shall be perpetual unless Districts abandon the Pipeline for a period of ten (10) consecutive years after which time the rights shall be deemed abandoned and terminated.

10. The scope of this Agreement and the extent of the rights granted hereby are limited to the extent reasonably necessary to complete the Project and to maintain, repair, replace, operate, inspect, survey, and remove the Pipeline. If the Project is altered or if the Pipeline must be moved, altered or enlarged at any time, or otherwise the construction of the Project is not as described in **Exhibit B**, prior notice of the same must be given to Ditch Companies, and the Ditch Companies may require appropriate terms and conditions necessary to protect the Ditch and Canal. All parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Companies intended to mitigate risks to the Ditch or Canal.



11. Districts agree that the top of Pipeline (casing) shall be installed at least two and one-half (2-1/2) feet below the bottom of the Ditch. The Ditch may be "open cut" to install the Pipeline, provided that the banks of the Ditch are promptly restored to at least their pre-cutting condition; and provided further, that should the Ditch banks not be so restored, Districts assume the liability as described in this Agreement for damage to the Ditch and any inability of Ditch Companies to deliver water through the Ditch attributed to the banks of the Ditch not being restored following the open cut. In addition, Districts agree to perform the following reclamation work: (a) installation of a two (2) foot thick clay liner to the Ditch or Canal bank surfaces on all areas within the Ditch or Canal banks that are disturbed during construction; (b) installation of rip rap material on top of the clay liner as shown on **Exhibit B**; and (c) installation of a cutoff wall as shown in **Exhibit B**, attached hereto and made a part of this Agreement. If the existing stilling pool and sill wall cannot be maintained, the Districts will install, at their expense, adequate alternative erosion control measures as approved by the Ditch Companies. All reclamation work described in this paragraph shall be completed so as to match the existing grade of the Ditch.

12. Districts agree not to commence construction and installation of the Pipeline before November 1, 2023. Districts agree not to commence any construction for the installation of the Pipeline within the Districts-Landowner Easement without first having coordinated a specific start date with Ditch Companies, which request shall be directed to Ditch Companies' General Manager at the contact information below.

Larimer & Weld Irrigation Company:  
106 Elm Avenue, Eaton, CO 80615  
Attention: General Manager  
[info@eatonditch.com](mailto:info@eatonditch.com)  
970-454-3377

Ditch Companies will then notify their employees and/or engineers to contact Districts to coordinate the work. The Project shall be completed on or before March 1, 2024. If, during the course of construction of the Pipeline Crossing, Districts encounter unforeseen problems or issues, or if Districts change the plans from those set forth on **Exhibit B** in any material manner, Districts agree to give prior notice of the same to Ditch Companies, and the Ditch Companies may require appropriate terms and conditions necessary to protect the Ditch or Canal. All parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Companies intended to mitigate risks to the Ditch or Canal. Districts also agree to notify the Ditch Companies' General Manager when the project has been completed. Ditch Companies reserve the right to have their employees and/or engineers on the premises as they feel necessary to inspect the work. Should Ditch Companies elect to have their engineers on the premises during the construction of the Pipeline Crossing, then Districts shall reimburse Ditch Companies for the costs associated with Ditch Companies having one (1) engineer onsite, to be paid in accordance with paragraph 23 of this Agreement.

13. Districts also agree not to commence any work, except for emergencies, related to maintenance, repair, replacement, and/or removal of the Pipeline or inspection activities requiring disturbance of the soil, other than disturbance caused from the use of hand tools, within 30-ft of the top of either Ditch bank, Canal bank, the culvert, or any other part of the Ditch or Canal without first having given Ditch Companies written notice at least (10) days prior to the commencement

of such work and having obtained the consent and approval from Ditch Companies, which approval will not be unreasonably withheld. Approval may be withheld if the necessary drawings, specifications and/or any other necessary documentation requested by Ditch Companies are either not submitted by Districts or are deemed insufficient by Ditch Companies to either evaluate the work to be undertaken or to adequately protect the Ditch or Canal and the Ditch Easement. Ditch Companies reserve the right to have their engineers review any such drawings, specifications or other documentation. In the event Ditch Companies' engineer and Districts' engineer disagree, the Parties will agree to attempt to work as cooperatively as possible toward a resolution. If a resolution cannot be reached, the requirements of Ditch Companies' engineer shall prevail. Once Districts receive approval to commence the work to be undertaken, Ditch Companies further reserve the right to have their employees and/or engineers on the premises as they feel necessary to inspect the work. Districts shall not commence any of the above-listed activities (except for emergencies) when Ditch Companies are running water in the Ditch. The Ditch Companies typically run water in the Ditch from March 1 through October 31 but this timeframe could vary in any particular year.

14. Districts agree that in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline, whether in an emergency or not, it shall do so in such a manner as not to damage the Ditch, Canal, or Ditch Easement, embankments, fences, roads or other property associated with the Ditch or Canal, and so as not to compromise the flow of water or the water quality in the Ditch or Canal. The exercise of Ditch Companies' right to have their employees and/or engineers on the premises for the purpose of inspecting any work related to the constructing, laying, installing, maintaining, repairing, replacing, inspecting, surveying, and/or removing the Pipeline, shall in no way be construed as to alleviate Districts of their responsibility to perform any such work in accordance with this section, nor shall it be construed to alleviate Districts of the liabilities associated with not complying with this or any other section of this Agreement. Districts shall ensure that their activities in completing the Project do not increase ditch seepage or otherwise impair flow of water in the Ditch or Canal. Without limiting the damages or remedies available under other provisions of this Agreement to Ditch Companies or the liability of Districts under this Agreement, if seepage occurs or flow of water in the Ditch or Canal is otherwise impaired due to Districts' activities hereunder, Districts shall make such repairs as are necessary to stop it, including, without limitation, installation of bentonite slurry lining material. Districts agree that they will not prevent, impede or restrict Ditch Companies' vehicular access to the Ditch or Canal. If the installation, maintenance, repair or operation of the Pipeline interrupts Ditch Companies' ability to deliver water, Districts shall, at Districts' sole expense and in coordination with Ditch Companies, take commercially reasonable actions to resume flow of water in the Ditch or Canal as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline and obtaining replacement water to be delivered below the point where the Pipeline crosses the Ditch commensurate with the demands for water below that point. In addition to taking such remedial actions, Districts acknowledge and agree to take all steps necessary to promptly repair the Ditch or Canal. To the extent Districts fail to take such remedial actions and steps to repair the Ditch or Canal in a prompt manner, Ditch Companies may take such actions as necessary to complete the same, and invoice Districts for all costs associated with doing so. Further, Districts acknowledge and agree to taking remedial action and repairing the Ditch or Canal or reimbursing Ditch Companies if Districts

should fail to do so. Ditch Companies may incur additional damages as a result of its inability to deliver water, and Districts shall be responsible for all such additional damages.

15. Any and all excavations made by Districts in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline shall be immediately leveled off, and any damage to the Ditch or Canal, the Ditch Easement, embankments, fences, roads or other property associated with the Ditch or Canal (excluding the damage caused by the intentional wrongdoing or negligence of Ditch Companies) shall be promptly repaired to the reasonable satisfaction of Ditch Companies at the expense of Districts.

16. Districts agree that they will at all times maintain the Pipeline and repair all breaks, leaks and damages therein and thereto at their own expense. Districts further agree that, if by reason of any break, leak or damage to the Pipeline (excluding breaks, leaks or damage caused by the intentional wrongdoing or negligence of Ditch Companies), damage in and to the Ditch or Canal, the Ditch Easement, and injury to the properties of Ditch Companies and/or property owners adjacent to the Ditch or Canal and its embankments is sustained, including damages sustained by Ditch Companies' stockholders or water users, then Districts will, with all due diligence and at their own expense, repair and replace such property to the same condition as such property was in prior to such break, leak or damage in and to the Pipeline. If the installation, maintenance, repair or operation of the Pipeline contaminates Ditch Companies' water supply such that it is no longer fit for the purposes used, Districts shall, at Districts' sole expense and in coordination with Ditch Companies, take all actions necessary to resume flow of water of sufficient quality in the Ditch or Canal as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline crossing the Ditch and obtaining replacement water to be delivered below such location commensurate with the demands for water below that point. In addition to taking such remedial actions, Districts acknowledge and agree to take all steps necessary to promptly repair the Ditch or Canal. To the extent Districts fail to take such remedial actions and steps to repair the Ditch or Canal, Ditch Companies may take such actions as necessary to complete the same, and invoice Districts for all costs associated with doing so. Further, Districts acknowledge and agree that notwithstanding the taking of such remedial action and repairing the Ditch or Canal or reimbursing Ditch Companies if Districts should fail to do so, Ditch Companies may incur additional damages as a result of its inability to deliver water, and Districts shall be responsible for all such additional damages.

17. Districts further agree that, if at any time the Pipeline cause(s) any settling in the Ditch or Canal embankments, the roads thereon, or any part of the Ditch or Canal (excluding any settling caused by the intentional wrongdoing or negligence of Ditch Companies), Districts will, at their own expense and upon notification by Ditch Companies, immediately make all reasonable repairs required by Ditch Companies.

18. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, Districts further agree to indemnify and hold harmless Ditch Companies, their successors, assigns, employees, agents and stockholders (collectively the "Indemnified Parties") from any and all third party claims and damages caused by said Project and the construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal of the Pipeline, including but not limited to damages sustained to water users with a right to receive water from Ditch Companies through the Ditch or Canal, but excluding damage or loss caused by the

intentional wrongdoing or negligence of Ditch Companies or that of any of the Indemnified Parties. The Districts shall require their contractors to purchase and maintain and, to the extent permitted by the Colorado Special District Property and Liability Pool, Districts shall purchase and maintain such insurance as shall protect Districts and Ditch Companies from claims which may in any way arise out of or be in any manner connected with Districts' performance of this Agreement, whether such claims arise out of the act or failure to act of Districts or of the direct or indirect agent, delegee, appointee, or employee of Districts. Districts shall also require its contractors to carry insurance in an amount customarily carried by prudent contractors, and to carry workers' compensation insurance for its employees in statutory limits. All such insurance policies shall be endorsed to show that the insurers waive subrogation against Ditch Companies, its directors, officers, employees and shareholders. Except for workers' compensation, automobile and professional liability insurance policies, the insurance policies of Districts' contractor shall identify Ditch Companies as an additional insured and, to the extent permitted by the Colorado Special District Property and Liability Pool, the liability insurance policy of Districts shall identify Ditch Companies as an additional insured. Certificates of Insurances acceptable to Ditch Companies shall be submitted to Ditch Companies no less than three (3) business days before Districts commence any construction of the Project on the Property. The liability of the Districts is not limited to available insurance coverage.

19. If, in the future, Ditch Companies should desire to enlarge, deepen or otherwise change or relocate the Ditch or Canal or to construct any other canal, ditch or waterway on the Ditch or Canal or to do any other thing incident to the operation of the Ditch or any other portion of the irrigation system of Ditch Companies, so long as no emergency exists, Ditch Companies shall communicate the same to Districts at least one hundred and fifty (150) days prior to carrying out the aforementioned changes. All parties hereto reserve their rights in law and equity as to the Ditch Companies ability to make the above changes to the Ditch or Canal, which entities shall pay the cost of such change, whether the Districts may exercise rights of eminent domain or other rights to maintain their Pipeline at its then existing location, and/or whether modifications to easement rights are allowable.

20. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, Districts agrees to protect Ditch Companies and hold them harmless from any and all third-party claims and damages caused, directly or indirectly by the Pipeline and its construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal may directly or indirectly cause. Districts hereby release Ditch Companies, their successors, assigns, employees, agents and stockholders from any and all claims and damages of whatsoever character to the Pipeline or other property of Districts located in, along, across, or under the Ditch or Canal arising out of either seepage, soil conditions, settling, corrosion, and/or Ditch Companies' operation and maintenance of the Ditch or other portions of Ditch Companies' irrigation system, or resulting from any other act either on the part of Ditch Companies or on the part of any third party, excluding claims or damages caused by the intentional wrongdoing or negligence of Ditch Companies.

21. In the event of a dispute or a breach arising under this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs, in addition to any damages and/or equitable relief granted.

22. Districts agrees to reimburse the Ditch Companies for all reasonable engineering, administrative, staff time and legal costs incurred by the Ditch Companies in preparing and executing this Agreement. The Ditch Companies shall send the Districts their invoices for the above-described costs which have at that point been incurred within 60 days of executing of this Agreement. The Districts shall promptly pay such invoices within 30 days of receipt.

23. Districts further agree that they shall reimburse Ditch Companies the reasonable costs they incur in association with any subsequent reviews for approval of work related to installation, maintenance, repair, replacement, inspection, and/or removal of the Pipeline. These costs may include, but are not limited to, Ditch Companies' engineering costs for review and any on-site inspection of work, Ditch Companies' administrative costs and any of its staff's on-site inspection of work, and legal fees associated with such review. These costs and fees shall be accounted for on a regular basis, or as soon as possible at the completion of the initial Project review, any subsequent review, and any on-site inspection time, and shall be reimbursable within thirty (30) days of submission of an invoice.

24. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by email with a delivery receipt requested or certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when the email is sent or been deposited in the U.S. mail.

**DITCH COMPANIES:**

Larimer and Weld Irrigation Company and WRCC, INC.

Attn: General Manager

106 Elm Avenue

Eaton, CO 80615

970-454-3377

[info@eatonditch.com](mailto:info@eatonditch.com)

**ELCO:**

East Larimer County Water District

Attn: General Manager

P.O. Box 2044

Fort Collins, Colorado 80522

(970) 493-2044

[elco@elcowater.org](mailto:elco@elcowater.org)

**NWCWD**

North Weld County Water District

Attn: General Manager

P.O. Box 56

Lucerne, Colorado 80646

[water@nwcwd.org](mailto:water@nwcwd.org)

25. It is mutually understood and agreed that this Agreement and all the terms and conditions contained herein shall extend to and be binding upon the parties hereto, their successors and assigns, and shall be recorded in the office of the Larimer County Clerk and Recorder.

26. This Agreement may not be assigned by either party without the prior written consent of the other party. The rights and duties of the parties under this Agreement shall inure to the benefit and burden of the successors and assigns of the parties.

27. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Larimer County, Colorado. This Agreement shall be construed and enforced pursuant to the provisions of the laws of the State of Colorado.

[SIGNATURES ON FOLLOWING PAGES]

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

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

Tad Stout, President

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Tad Stout, President of the North Weld County Water District, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

EXHIBIT "A" TO WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE NO. 8 OUTLET DITCH

Legal Description of Property

A PART OF THE NE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID 1/4 SECTION; THENCE EAST 1756.1 FEET; THENCE SOUTH 2610 FEET; THENCE WEST 1756.1 FEET; THENCE NORTH 2610 FEET TO THE PLACE OF BEGINNING;

EXCEPT RIGHT OF WAY DEEDED BY QUIT CLAIM DEED RECORDED IN BOOK 171 AT PAGE 454;

EXCEPT RIGHT OF WAY FOR SMALL LATERAL DITCH AS NOW CONSTRUCTED AND COUNTY ROAD;

ALSO, ALL THAT PORTION OF LAND IN THE SE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING ABOVE THE LARIMER & WELD CANAL;

ALSO A PARCEL OF LAND IN THE SW 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST OF THE CENTER OF SAID SECTION 5; THENCE SOUTH 390 FEET PARALLEL TO THE NORTH AND SOUTH 1/4 LINE TO THE RIGHT OF WAY OF THE LARIMER & WELD CANAL; THENCE EASTERLY ALONG RIGHT OF WAY OF SAID CANAL 474 FEET TO A POINT 37 1/2 FEET WEST OF CENTER LINE OF THE NO. 8 OUTLET DITCH; THENCE N 40 DEGREES 30' W, 740 FEET AND PARALLEL TO THE OUTLET DITCH TO A POINT 30 FEET EAST OF THE NORTH AND SOUTH 1/4 LINE; THENCE SOUTH PARALLEL TO 1/4 LINE 255 FEET TO POINT OF BEGINNING;

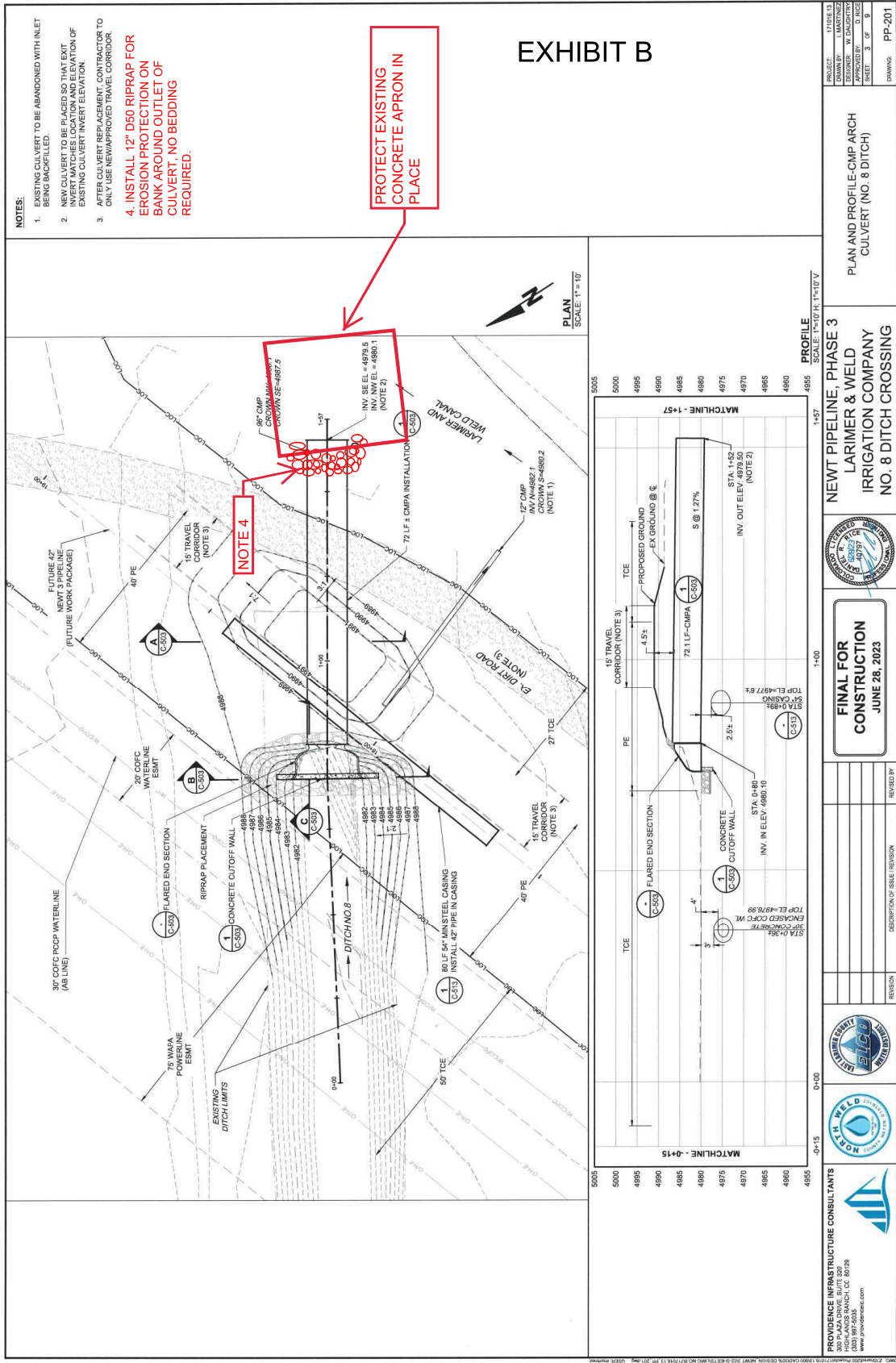
ALSO COMMENCING AT THE NE CORNER OF SAID SECTION 5; THENCE SOUTH 2610 FEET; THENCE WEST 883.9 FEET; THENCE NORTH 2610 FEET; THENCE EAST 883.9 FEET TO PLACE OF BEGINNING;

SUBJECT TO RESERVATION BY ED KELLER OF OIL, GAS AND OTHER MINERALS AS CONTAINED IN DEED FROM HIM TO GRANTORS RECORDED IN BOOK 1752 AT PAGES 66-67, LARIMER COUNTY RECORDS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF FORT COLLINS BY DEED RECORDED AT RECEPTION NO. 88000163;

AND EXCEPT RIGHT OF WAY FOR TIMBERLINE ROAD.

EXHIBIT "B" TO WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE NO. 8 OUTLET DITCH



PROJECT:	171016.13
DESIGNED BY:	1. LARIMENIZ
CHECKED BY:	0. TCEC
APPROVED BY:	3. OF
SHEET:	3 OF 9
DRAWING:	PP-201

NEW PIPELINE - PHASE 3  
LARIMER & WELD IRRIGATION COMPANY  
NO. 8 DITCH CROSSING

PLAN AND PROFILE-CMP ARCH  
CULVERT (NO. 8 DITCH)

**FINAL FOR CONSTRUCTION**  
JUNE 28, 2023

REVISION

NO.	DESCRIPTION OF ISSUE / REVISION	REVISION	REVISED BY



PROVIDENCE INFRASTRUCTURE CONSULTANTS  
300 P. A. DRIVE, SUITE 300  
DENVER, CO 80202  
(303) 997-2030  
www.providenceinc.com

EXHIBIT "C" TO WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE NO. 8 OUTLET DITCH  
**PERMANENT EASEMENT**

(1 of 4)

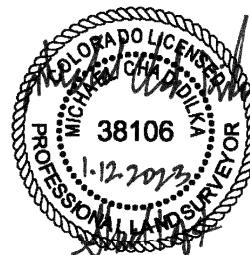
**PROPERTY DESCRIPTION**

A strip of land, being part of the East Half (E1/2) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;

THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;  
THENCE North 89°55'00" East along said South line of said electric transmission line easement a distance of 30.00 feet to the intersection with the East Right-of-way line of North Timberline Road as established by that Warranty Deed recorded January 4, 1988 as Reception No. 88000163 of the records of the Larimer County Clerk and Recorder (also see Road Book R, Page 15), said point being the **POINT OF BEGINNING**;

THENCE continuing North 89°55'00" East along said South line of said electric transmission line easement a distance of 2533.29 feet to a point being Sixty (60) feet, as measured at a right angle, West of the East line of the Southeast Quarter (SE1/4) of said Section 5;  
THENCE North 00°19'26" East along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 188.41 feet;  
THENCE North 00°20'03" East along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.08 feet;  
THENCE South 89°15'10" East a distance of 60.00 feet to the intersection with the East line of the Northeast Quarter (NE1/4) of said Section 5;  
THENCE South 00°20'03" West along the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.01 feet to the East Quarter (E1/4) corner of said Section 5;  
THENCE South 00°19'26" West along the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 227.62 feet to a point being Forty (40) feet, as measured at a right angle, South of said South line of said electric transmission line easement;  
THENCE South 89°55'00" West along a line being Forty (40) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission line easement a distance of 2416.23 feet;  
THENCE South 00°05'00" East a distance of 57.70 feet;  
THENCE South 75°04'45" West a distance of 183.08 feet to the intersection with the East Right-of-way line of North Timberline Road (see Road Book R, Page 15), said East Right-of-way line being Thirty (30) feet, as measured at a right angle, East of and parallel with the West line of the Southeast Quarter (SE1/4) of said Section 5;  
THENCE North 00°00'15" West along said 30' East Right-of-way line a distance of 21.02 feet to the intersection with said East Right-of-way line of North Timberline Road established by that Warranty Deed with Reception No. 88000163;



**PERMANENT EASEMENT**

(2 of 4)

**PROPERTY DESCRIPTION**

The following Four (4) courses and distances are along said East Right-of-way line of North Timberline Road established by that Warranty Deed with Reception No. 88000163;  
THENCE North 73°17'48" East a distance of 20.88 feet;  
THENCE North 00°00'15" West a distance of 76.00 feet;  
THENCE North 45°00'15" West a distance of 28.28 feet;  
THENCE North 00°00'15" West a distance of 21.58 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 130,011 sq. ft. or 2.985 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

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

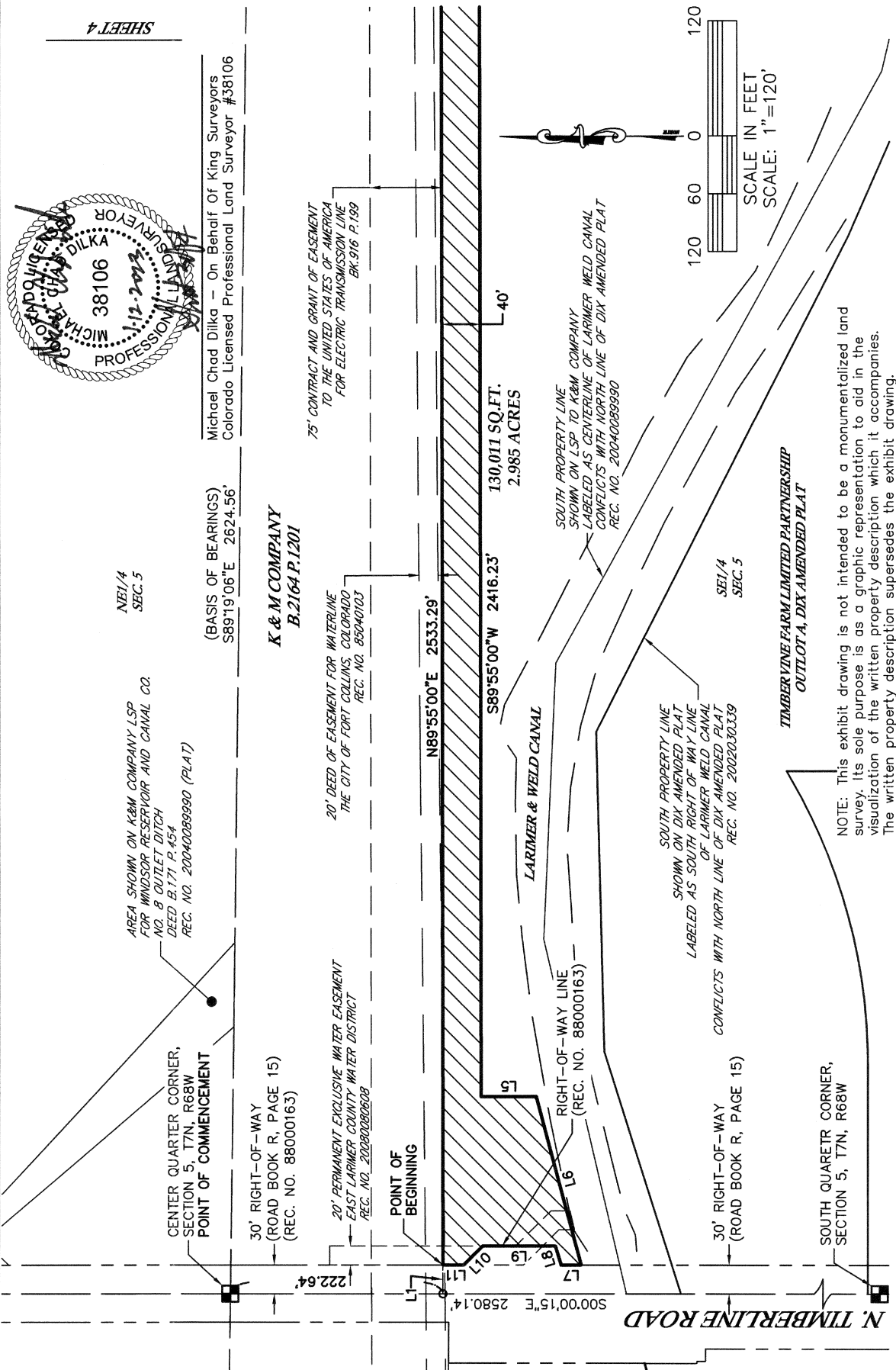


---

Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

JN: 20200030



Michael Chad Dilka - On Behalf Of King Surveyors  
 Colorado Licensed Professional Land Surveyor #38106

NE1/4  
 SEC. 5

AREA SHOWN ON K&M COMPANY LSP  
 FOR WINDSOR RESERVOIR AND CANAL CO.  
 NO. 8 OUTLET DITCH  
 DEED B.171 P.454  
 REC. NO. 20040089990 (PLAT)

CENTER QUARTER CORNER,  
 SECTION 5, T7N, R68W  
 POINT OF COMMENCEMENT

30' RIGHT-OF-WAY  
 (ROAD BOOK R, PAGE 15)  
 (REC. NO. 88000163)

20' PERMANENT EXCLUSIVE WATER EASEMENT  
 EAST LARIMER COUNTY WATER DISTRICT  
 REC. NO. 20080280608

POINT OF BEGINNING

N89°55'00"E 2533.29'

S89°55'00"W 2416.23'

130,011 SQ.FT.  
 2.985 ACRES

LARIMER & WELD CANAL

RIGHT-OF-WAY LINE  
 (REC. NO. 88000163)

SOUTH PROPERTY LINE  
 SHOWN ON LSP TO K&M COMPANY  
 LABELED AS CENTERLINE OF LARIMER WELD CANAL  
 CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT  
 REC. NO. 20040089990

SOUTH PROPERTY LINE  
 SHOWN ON DIX AMENDED PLAT  
 LABELED AS SOUTH RIGHT OF WAY LINE  
 OF LARIMER WELD CANAL  
 CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT  
 REC. NO. 2002030339

30' RIGHT-OF-WAY  
 (ROAD BOOK R, PAGE 15)

TIMBERVINE FARM LIMITED PARTNERSHIP  
 OUTLOT A, DIX AMENDED PLAT

SOUTH QUARETR CORNER,  
 SECTION 5, T7N, R68W

N. TIMBERLINE ROAD



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



**KING SURVEYORS**

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

PROJECT NO: 20200030  
 DATE: 1/12/2023  
 CLIENT: NWCWD  
 DWG: ESMT-K&M COMPANY-PE-R2  
 DRAWN: SMF CHECKED: MCD

SHEET 4

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

NE1/4  
SEC. 5

(BASIS OF BEARINGS)  
S89°19'06"E 2624.56'

75' CONTRACT AND GRANT OF EASEMENT  
TO THE UNITED STATES OF AMERICA  
FOR ELECTRIC TRANSMISSION LINE  
BK-916 P.199

130,011 SQ.FT.  
2.985 ACRES

K & M COMPANY  
B.2164 P.1201

SE1/4  
SEC. 5



Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

20' DEED OF EASEMENT FOR WATERLINE  
THE CITY OF FORT COLLINS, COLORADO  
REC. NO. 85040103

N89°55'00"E 2533.29'

S89°55'00"W 2416.23'

40'

NORTHEAST CORNER,  
SECTION 5, T7N, R68W

EAST QUARTER CORNER,  
SECTION 5, T7N, R68W

SOUTHEAST CORNER,  
SECTION 5, T7N, R68W

CITY OF FORT COLLINS

S00°19'26"W 2586.56'

ANHEUSER-BUSCH  
FOUNDATION

L2

L3

L4

N00°19'26"E 188.41'

S00°19'26"W 227.62'

S00°20'03"W 2579.93'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°00'15"W	76.00'
L10	N45°00'15"W	28.28'
L11	N00°00'15"W	21.58'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S00°05'00"E	57.70'
L6	S75°04'45"W	183.08'
L7	N00°00'15"W	21.02'
L8	N73°17'48"E	20.88'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°55'00"E	30.00'
L2	N00°20'03"E	40.08'
L3	S89°15'10"E	60.00'
L4	S00°20'03"W	40.01'



SHEET 3



**KING SURVEYORS**

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

PROJECT NO: 20200030  
DATE: 1/12/2023  
CLIENT: NWCWD  
DWG: ESMT-K&M COMPANY-PE-R2  
DRAWN: SMF CHECKED: MCD



**TEMPORARY EASEMENT**

**(1 of 4)**

**PROPERTY DESCRIPTION**

**North Parcel**

A parcel of land, being part of the East Half (E1/2) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;

THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°55'00" East along said South line of said electric transmission easement a distance of 2503.29 feet to a point being One Hundred Twenty (120) feet, as measured at a right angle, West of the East line of the Southeast Quarter (SE1/4) of said Section 5, said point being the **POINT OF BEGINNING**;

THENCE North 00°19'26" East along a line being One Hundred Twenty (120) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 189.21 feet;

THENCE North 00°20'03" East along a line being One Hundred Twenty (120) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 100.15 feet;

THENCE South 89°15'10" East a distance of 120.00 feet to the intersection with the East line of the Northeast Quarter (NE1/4) of said Section 5;

THENCE South 00°20'03" West along the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 60.00 feet;

THENCE North 89°15'10" West a distance of 60.00 feet to a point being Sixty (60) feet, as measured at a right angle, West of the East line of the Northeast Quarter (NE1/4) of said Section 5;

THENCE South 00°20'03" West along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 5 a distance of 40.08 feet;

THENCE South 00°19'26" West along a line being Sixty (60) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 188.41 feet to said South line of said electric transmission easement;

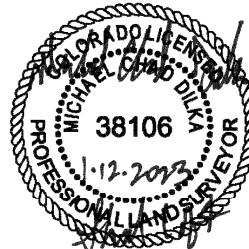
THENCE South 89°55'00" West along said South line of said electric transmission easement a distance of 60.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 20,936 sq. ft. or 0.481 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**South Parcel**

A strip of land, being part of the Southeast Quarter (SE1/4) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Center Quarter (C1/4) corner of said Section 5 and assuming the North line of the Southeast Quarter (SE1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 31938, 1997" at the East end, as bearing South 89°19'06" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2624.56 feet, with all other bearings contained herein relative thereto;



**TEMPORARY EASEMENT**

**(2 of 4)**

**PROPERTY DESCRIPTION**

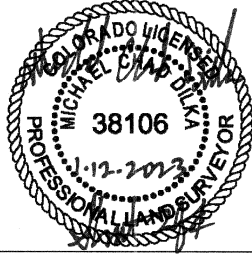
THENCE South 00°00'15" East along the West line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 222.64 feet to the intersection with the South line of that 75' electric transmission line easement described in that *Contract and Grant of Easement* recorded July 14, 1951 in Book 916 at Page 199 of the records of the Larimer County Clerk and Recorder;  
THENCE North 89°55'00" East along said South line of said electric transmission easement a distance of 206.78 feet;  
THENCE South 00°05'00" East a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, South of said South line of said electric transmission easement, said point being the **POINT OF BEGINNING**;

THENCE North 89°55'00" East along a line being Forty (40) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission easement a distance of 2416.23 feet to the East line of the Southeast Quarter (SE1/4) of said Section 5;  
THENCE South 00°19'26" West along the East line of the Southeast Quarter (SE1/4) of said Section 5 a distance of 60.00 feet to a point being One Hundred (100) feet, as measured at a right angle, South of said South line of said electric transmission easement;  
THENCE South 89°55'00" West along a line being One Hundred (100) feet, as measured at a right angle, South of and parallel with said South line of said electric transmission easement a distance of 1897.54 feet;  
THENCE North 65°34'50" West a distance of 109.01 feet;  
THENCE South 89°55'00" West a distance of 47.22 feet;  
THENCE South 71°57'05" West a distance of 21.27 feet;  
THENCE South 79°07'17" West a distance of 25.92 feet;  
THENCE South 89°23'52" West a distance of 99.23 feet;  
THENCE South 85°14'53" West a distance of 63.46 feet;  
THENCE South 81°05'08" West a distance of 165.65 feet;  
THENCE North 00°05'00" West a distance of 57.70 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 131,129 sq. ft. or 3.010 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

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



Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

JN: 20200030

SHEET 4



Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

N/E1/4  
SEC. 5

AREA SHOWN ON K&M COMPANY LSP  
FOR WINDSOR RESERVOIR AND CANAL CO.  
DEED B.171, P. 454  
REC. NO. 20040089990 (PLAT)

CENTER QUARTER CORNER,  
SECTION 5, T7N, R68W  
POINT OF COMMENCEMENT

30' RIGHT-OF-WAY  
(ROAD BOOK R, PAGE 15)  
(REC. NO. 88000163)

20' PERMANENT EXCLUSIVE WATER EASEMENT  
EAST LARIMER COUNTY WATER DISTRICT  
REC. NO. 20080000008

K & M COMPANY  
B.2164 P.1201

(BASIS OF BEARINGS)  
S89°19'06"E 2624.56'

20' DEED OF EASEMENT FOR WATERLINE  
THE CITY OF FORT COLLINS, COLORADO  
REC. NO. 80040703

75' CONTRACT AND GRANT OF EASEMENT  
TO THE UNITED STATES OF AMERICA  
FOR ELECTRIC TRANSMISSION LINE  
BK.916 P.199

206.78'  
POINT OF  
BEGINNING  
SOUTH  
PARCEL

500°05'00"E  
40.00'

RIGHT-OF-WAY LINE  
(REC. NO. 88000163)

N89°55'00"E 2503.29'

N89°55'00"E 2416.23'

S89°55'00"W 1897.54'

SOUTH PARCEL  
131,129 SQ.FT.  
3.010 ACRES

SOUTH PROPERTY LINE  
SHOWN ON LSP TO K&M COMPANY  
LABELED AS CENTERLINE OF LARIMER WELD CANAL  
CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT  
REC. NO. 20040089990

L8  
L7  
L6  
L5  
L4  
L3  
L2

LARIMER & WELD CANAL

40'

60'

50'

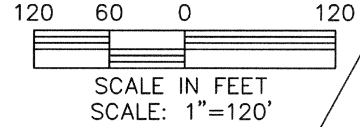
SOUTH PROPERTY LINE  
SHOWN ON DIX AMENDED PLAT  
LABELED AS SOUTH RIGHT OF WAY LINE  
OF LARIMER WELD CANAL  
CONFLICTS WITH NORTH LINE OF DIX AMENDED PLAT  
REC. NO. 2002030339

30' RIGHT-OF-WAY  
(ROAD BOOK R, PAGE 15)

SOUTH QUARETR CORNER,  
SECTION 5, T7N, R68W

TIMBERVINE FARM LIMITED PARTNERSHIP  
OUTLOT A, DIX AMENDED PLAT

N. TIMBERLINE ROAD



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



KING SURVEYORS

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email: contact@KingSurveyors.com

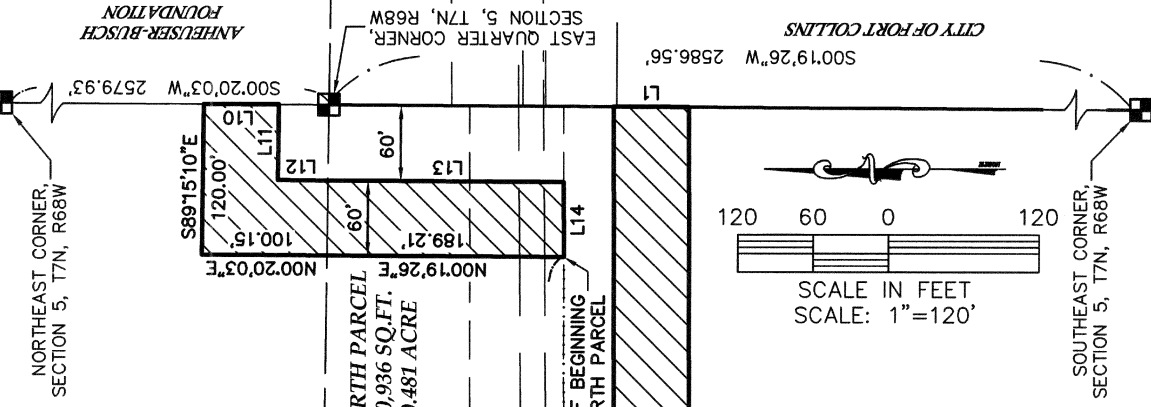
PROJECT NO:20200030

DATE: 1/12/2023

CLIENT: NWCWD

DWG: ESMT-K&M COMPANY-TCE-R1

DRAWN: SMF CHECKED: MCD



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

NE1/4  
SEC. 5

(BASIS OF BEARINGS)  
S89°19'06"E 2624.56'

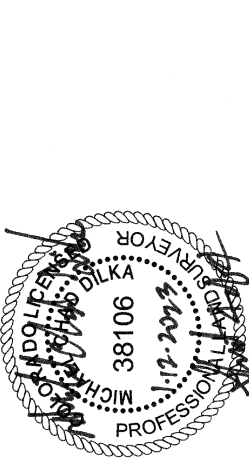
75' CONTRACT AND GRANT OF EASEMENT  
TO THE UNITED STATES OF AMERICA  
FOR ELECTRIC TRANSMISSION LINE  
BK. 916 P. 189

N89°55'00"E 2503.29'

N89°55'00"E 2416.23'

S89°55'00"W 1897.54'

SE1/4  
SEC. 5



Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #381106

20' DEED OF EASEMENT FOR WATERLINE  
THE CITY OF FORT COLLINS, COLORADO  
REC. NO. 85040103

K & M COMPANY  
B.2164 P.1201

LINE TABLE		
LINE	BEARING	LENGTH
L13	S00°19'26"W	188.41'
L14	S89°55'00"W	60.00'

LINE TABLE		
LINE	BEARING	LENGTH
L9	N00°05'00"W	57.70'
L10	S00°20'03"W	60.00'
L11	N89°15'10"W	60.00'
L12	S00°20'03"W	40.08'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S79°07'17"W	25.92'
L6	S89°23'52"W	99.23'
L7	S85°14'53"W	63.46'
L8	S81°05'08"W	165.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°19'26"W	60.00'
L2	N65°34'50"W	109.01'
L3	S89°55'00"W	47.22'
L4	S71°57'05"W	21.27'

SHEET 3



**KING SURVEYORS**

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

PROJECT NO:20200030

DATE: 1/12/2023

CLIENT: NWCWD

DWG: ESMT-K&M COMPANY-TCE-R1

DRAWN: SMF CHECKED: MCD

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this \_\_\_\_\_ day of January, 2024, by and between DYECREST DAIRY, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 1137 N. County Road 1, Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a temporary construction easement on, under and across the property described and depicted on Exhibit A (Property Description and Exhibit Map) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado ("Easement"); for the purposes of :

1. Surveying, locating, installing and constructing a buried water pipeline on lands adjacent to the Easement, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Easement that might interfere with GRANTEE'S activities on the Property; and
3. Access for purposes of surveying, locating, installing and constructing a buried water pipeline across property owned by the GRANTOR that is contiguous to the Easement with the GRANTOR'S consent, which consent shall not be unreasonably withheld.

Temporary Construction Easement shall begin on the first day construction activities for the water pipeline within the Easement begins. The Temporary Construction Easement ends on the last day construction activities for the water pipeline within the Easement occur, but no later than one (1) year after the first day construction activities for the water pipeline within the Easement begin.

During the term of this Temporary Construction Easement GRANTOR shall not place, erect, install or permit any above or below ground building, structure or other obstruction on the Easement that may interfere with the GRANTEE'S activities on the Property hereunder.

The GRANTEE shall:

4. Restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
5. Restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to GRANTEE'S activities on the Easement;
6. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement;

GRANTOR warrants and will forever defend the title to the Easement property. The easements and covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

[SEPARATE SIGNATURE PAGES FOLLOW]

**GRANTOR:**  
**Dycrest Dairy, LLC, a**  
**Colorado Limited Liability Company**

By: *T W Dye*  
Terrance W. Dye as Manager

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF Larimer    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, 2024, by Terence W. Dye as Manager of Dycrest Dairy, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 11-6-2025

KRISTINE SMITH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974020279  
MY COMMISSION EXPIRES NOVEMBER 6, 2025

*Kristine Smith*  
Notary Public

GRANTEE:  
**EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado

By \_\_\_\_\_  
Loren Maxey, President

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2024, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

**EXHIBIT A**  
**(1 of 4)**  
**PROPERTY DESCRIPTION**

**Parcel 1**

A parcel of land, being part of those parcels of land described in that Special Warranty Deed for Land recorded June 8, 2018 as Reception No. 20180034653 of the records of the Larimer County Clerk and Recorder, located in the East Half (E1/2) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Center Quarter (C1/4) corner of said Section 12 and assuming the South line of Northeast Quarter (NE1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 22098, 2000" at the East end, as bearing North 89°49'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2644.34 feet, with all other bearings contained herein relative thereto;

**THENCE** North 00°11'19" West along the West line of Northeast Quarter (NE1/4) of said Section 12 a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, North of the South line of Northeast Quarter (NE1/4) of said Section 12, said point being the **POINT OF BEGINNING**;

**THENCE** continuing North 00°11'19" West along the West line of Northeast Quarter (NE1/4) of said Section 12 a distance of 117.14 feet;

**THENCE** North 89°45'37" East a distance of 511.81 feet;

**THENCE** South 62°08'50" East a distance of 191.12 feet;

**THENCE** North 89°45'37" East a distance of 1257.41 feet;

**THENCE** North 58°06'10" East a distance of 171.50 feet;

**THENCE** North 89°45'37" East a distance of 140.25 feet;

**THENCE** South 00°21'05" East a distance of 143.66 feet to a point being Seventy (70) feet, as measured radially, Northeasterly of the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

**THENCE** along the arc of said curve, which is concave to the Southwest, being Seventy (70) feet, as measured radially, Northeasterly of and concentric with the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land a distance of 313.32 feet, said curve having a radius of 812.00 feet, a central angle of 22°06'29" and a long chord bearing South 53°35'41" East a distance of 311.38 feet;

**THENCE** South 89°38'55" West, non-tangent to aforesaid curve, a distance of 41.15 feet to a point being Forty (40) feet, as measured radially, Northeasterly of the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

**THENCE** along the arc of said curve, which is concave to the Southwest, being Forty (40) feet, as measured radially, Northeasterly of and concentric with the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land a distance of 423.58 feet to a point being Forty (40) feet, as measured at a right angle, North of the South line of Northeast Quarter (NE1/4) of said Section 12, said curve having a radius of 782.00 feet, a central angle of 31°02'05" and a long chord bearing North 60°05'00" West a distance of 418.42 feet;

**THENCE** South 89°49'20" West, non-tangent to aforesaid curve, along a line being Forty (40) feet, as measured at a right angle, North of and parallel with the South line of Northeast Quarter (NE1/4) of said Section 12 a distance of 2071.33 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 148,427 sq. ft. or 3.407 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.



**EXHIBIT A**  
**(2 of 4)**  
**PROPERTY DESCRIPTION**

**Parcel 2**

A parcel of land, being part of those parcels of land described in that Special Warranty Deed for Land recorded June 8, 2018 as Reception No. 20180034653 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the East Quarter (E1/4) corner of said Section 12 and assuming the North line of Southeast Quarter (SE1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 22098, 2000" at the East end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the West end, as bearing South 89°49'20" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2644.34 feet, with all other bearings contained herein relative thereto;

THENCE South 89°49'20" West along the North line of Southeast Quarter (SE1/4) of said Section 12 a distance of 70.02 feet to the West line of that 40' waterline easement described in that Easement and Right-of-Way Grant recorded November 16, 2001 as Reception No. 2001103477 of the records of the Larimer County Clerk and Recorder;

THENCE South 00°21'05" East along the West line of said waterline easement a distance of 249.30 feet to the **POINT OF BEGINNING**;

THENCE continuing South 00°21'05" East along the West line of said waterline easement a distance of 224.92 feet to the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;  
THENCE along the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, also being along the arc of said curve, which is concave to the Southwest, a distance of 311.07 feet, said curve having a radius of 742.00 feet, a central angle of 24°01'12" and a long chord bearing North 31°15'57" West a distance of 308.79 feet;  
THENCE North 89°38'55" East a distance of 118.64 feet;  
THENCE South 00°21'05" East a distance of 40.00 feet;  
THENCE North 89°38'55" East a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 16,064 sq. ft. or 0.369 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

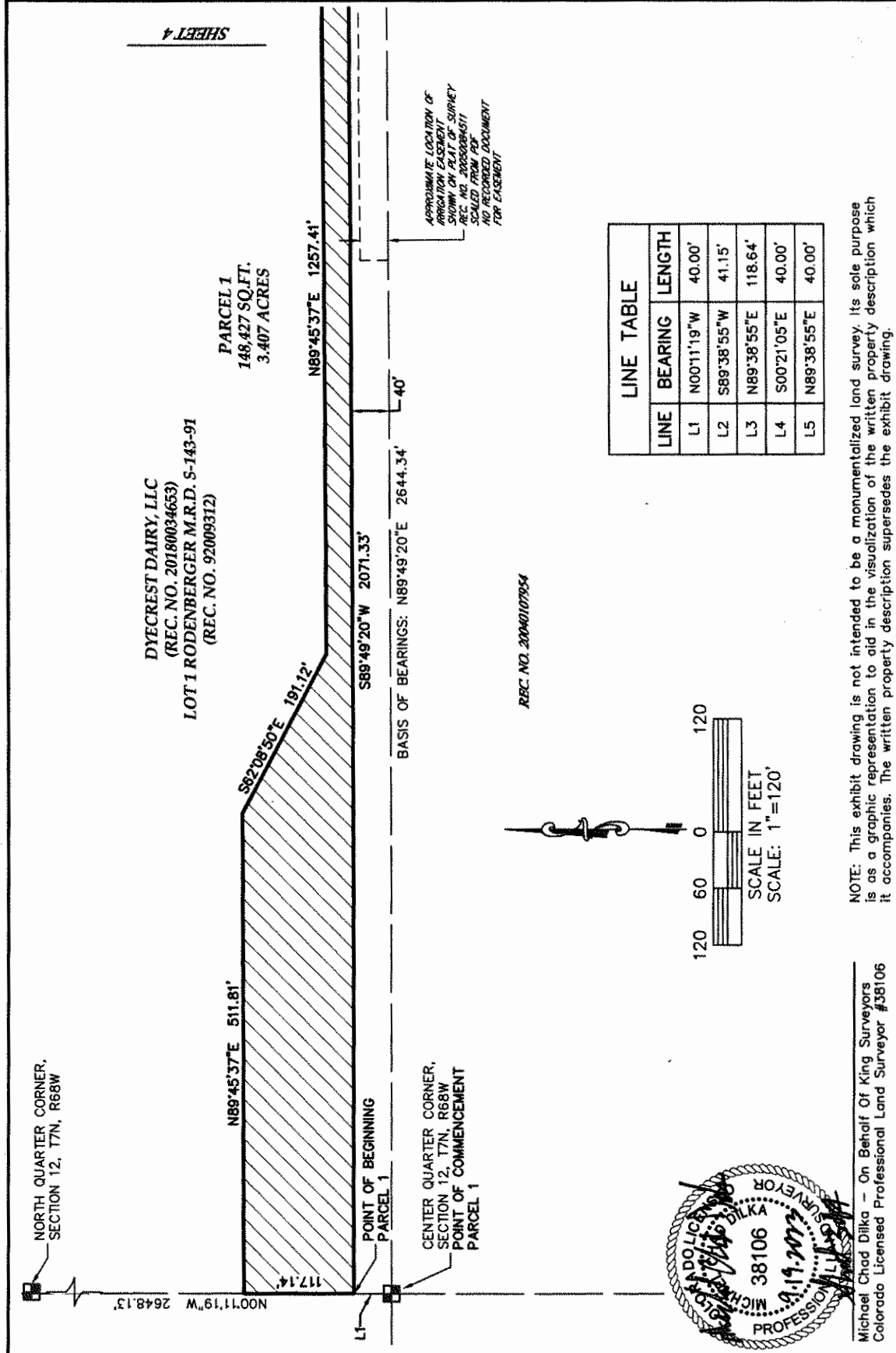
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



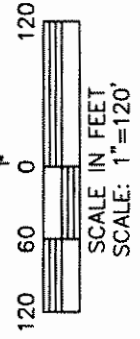
Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

JN: 20200030



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°11'19\"W	40.00'
L2	S89°38'55\"W	41.15'
L3	N89°38'55\"E	118.64'
L4	S00°21'05\"E	40.00'
L5	N89°38'55\"E	40.00'



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

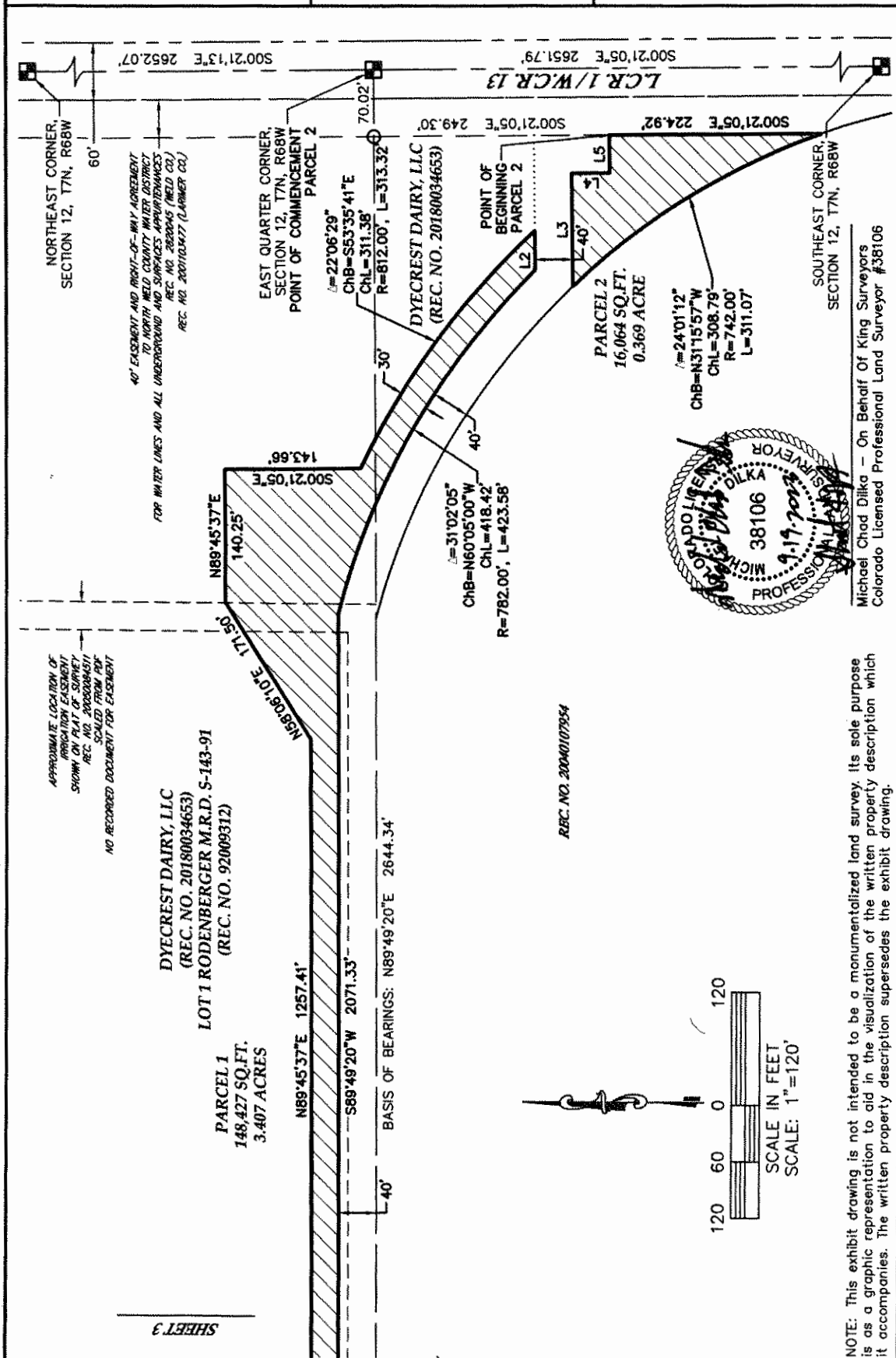


Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106



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

PROJECT NO: 20200030  
DATE: 9/19/2023  
CLIENT: NWCWD  
DWG: ESMT-DYECREST-TCE-R1  
DRAWN: SMF CHECKED: MCD



APPROXIMATE LOCATION OF  
 PREVIOUS EASEMENT  
 SHOWN ON PLAT OF SURVEY  
 REC. NO. 2003004511  
 SCALED FROM THE  
 NO RECORDED DOCUMENT FOR EASEMENT

DYECREST DAIRY, LLC  
 (REC. NO. 20180034653)  
 LOT 1 RODENBERGER M.R.D. S-143-91  
 (REC. NO. 92009312)

PARCEL 1  
 148,427 SQ.FT.  
 3.407 ACRES

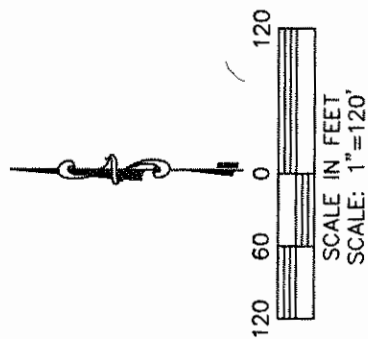
N89°45'37"E 1257.41'  
 S89°49'20"W 2071.53'

BASIS OF BEARINGS: N89°49'20"E 2644.34'

REC. NO. 20040107954



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



**KING SURVEYORS**

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 phone: (970) 686-5011 | fax: (970) 686-5821  
 email: contact@KingSurveyors.com

PROJECT NO: 20200030  
 DATE: 9/19/2023  
 CLIENT: NWCWD  
 DWG: ESMT-DYECREST-TCE-R1  
 DRAWN: SMF CHECKED: MCD

## PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this \_\_\_\_\_ day of January, 2024, by and between DYECREST DAIRY, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 1137 N. County Road 1, Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement ("Permanent Easement" or "Easement") on, under, and across the real property legally described and depicted on Exhibit A ("Easement Area") attached hereto and incorporated herein by this reference, located in Larimer County, Colorado, for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE's activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE's purposes. GRANTEE shall have the right to install access roads if determined necessary by GRANTEE provided GRANTEE has received the express written consent of the GRANTOR.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement or GRANTEE'S use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement;
11. Impound water or other substance in, on or over the Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement;



15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any new fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s) without GRANTEE'S written consent;
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
  - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
  - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
  - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
  - f. Granting subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service and the water pipeline and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

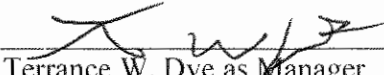
Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

**GRANTOR:**  
**Dycrest Dairy, LLC, a**  
**Colorado Limited Liability Company**

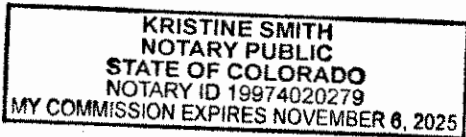
By:   
Terrance W. Dye as Manager


STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, 2024,  
by Terence W. Dye as Manager of Dycrest Dairy, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires: 11-6-2025



  
Notary Public

GRANTEE:  
**EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado

By \_\_\_\_\_  
Loren Maxey, President

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2024, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

ATTEST:

\_\_\_\_\_  
Scott Cockroft, Secretary

\_\_\_\_\_  
Tad Stout, President

STATE OF COLORADO  
    ) ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2024, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

**EXHIBIT A**  
**(1 of 3)**  
**PROPERTY DESCRIPTION**

A strip of land, Forty (40) feet in width, being part of those parcels of land described in that Special Warranty Deed for Land recorded June 8, 2018 as Reception No. 20180034653 of the records of the Larimer County Clerk and Recorder, located in the East Half (E1/2) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, the centerline of said strip of land being more particularly described as follows:

**COMMENCING** at the Center Quarter (C1/4) corner of said Section 12 and assuming the South line of Northeast Quarter (NE1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 22098, 2000" at the East end, as bearing North 89°49'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2644.34 feet, with all other bearings contained herein relative thereto;

**THENCE** North 00°11'19" West along the West line of Northeast Quarter (NE1/4) of said Section 12 a distance of 20.00 feet to a point being Twenty (20) feet, as measured at a right angle, North of the South line of Northeast Quarter (NE1/4) of said Section 12, said point being the **POINT OF BEGINNING** of said centerline;

**THENCE** North 89°49'20" East along a line being Twenty (20) feet, as measured at a right angle, North of and parallel with the South line of Northeast Quarter (NE1/4) of said Section 12 a distance of 2068.76 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

**THENCE** along the arc of said curve, which is concave to the Southwest, being Twenty (20) feet, as measured radially, Northeasterly of and concentric with the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land a distance of 418.60 feet, said curve having a radius of 762.00 feet, a central angle of 31°28'31" and a long chord bearing South 59°40'19" East a distance of 413.36 feet;

**THENCE** North 89°38'55" East, non-tangent to aforesaid curve, a distance of 130.00 feet to a point being Twenty (20) feet, as measured at a right angle, West of the West line of that 40' waterline easement described in that Easement and Right-of-Way Grant recorded November 16, 2001 as Reception No. 2001103477 of the records of the Larimer County Clerk and Recorder;

**THENCE** South 00°21'05" East along a line being Twenty (20) feet, as measured at a right angle, West of and parallel with the West line of said waterline easement a distance of 60.00 feet to the **POINT OF TERMINATION** of said centerline, said point bearing South 19°30'47" West a distance of 264.93 feet from the East Quarter (E1/4) corner of said Section 12;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and curves and so as to terminate on the West line of Northeast Quarter (NE1/4) of said Section 12 near the point of beginning and on a line being perpendicular to said centerline near the point of termination.

Said described strip of land contains 107,095 sq. ft. or 2.459 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

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

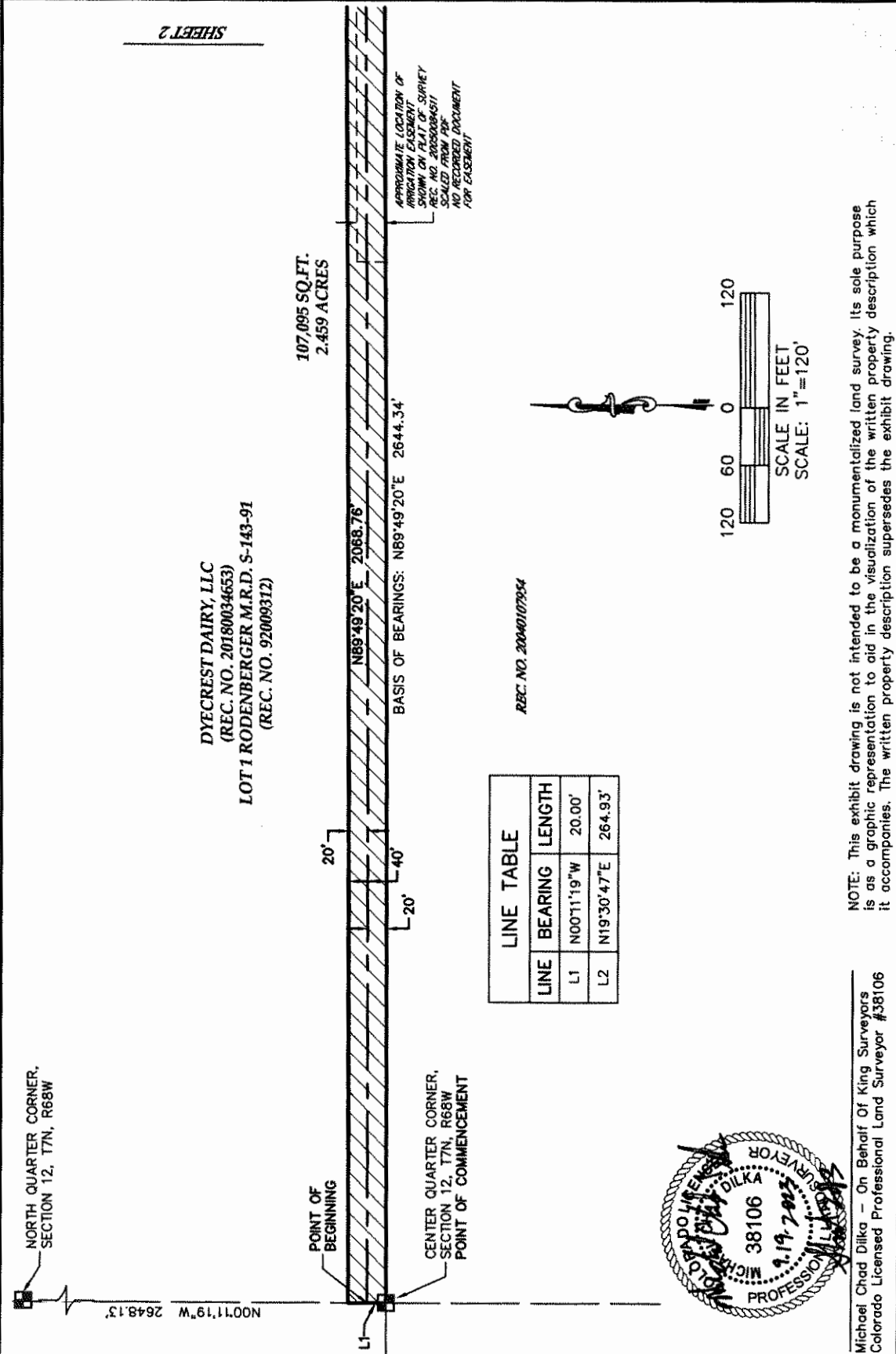


Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

JN: 20200030

SHEET 2

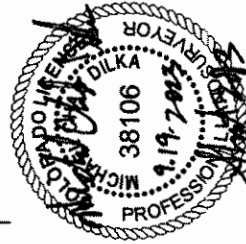


DYECREST DAIRY, LLC  
 (REC. NO. 20180034653)  
 LOT 1 RODENBERGER M.R.D. S-143-91  
 (REC. NO. 92009312)

APPROXIMATE LOCATION OF  
 "IRON PIN" EASEMENT  
 SHOWN ON PLAT OF SURVEY  
 REC. NO. 20020084811  
 SCALED FROM PDF  
 NO RECORDED DOCUMENT  
 FOR EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°11'19"W	20.00'
L2	N19°30'47"E	264.93'

REC. NO. 20040107954



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

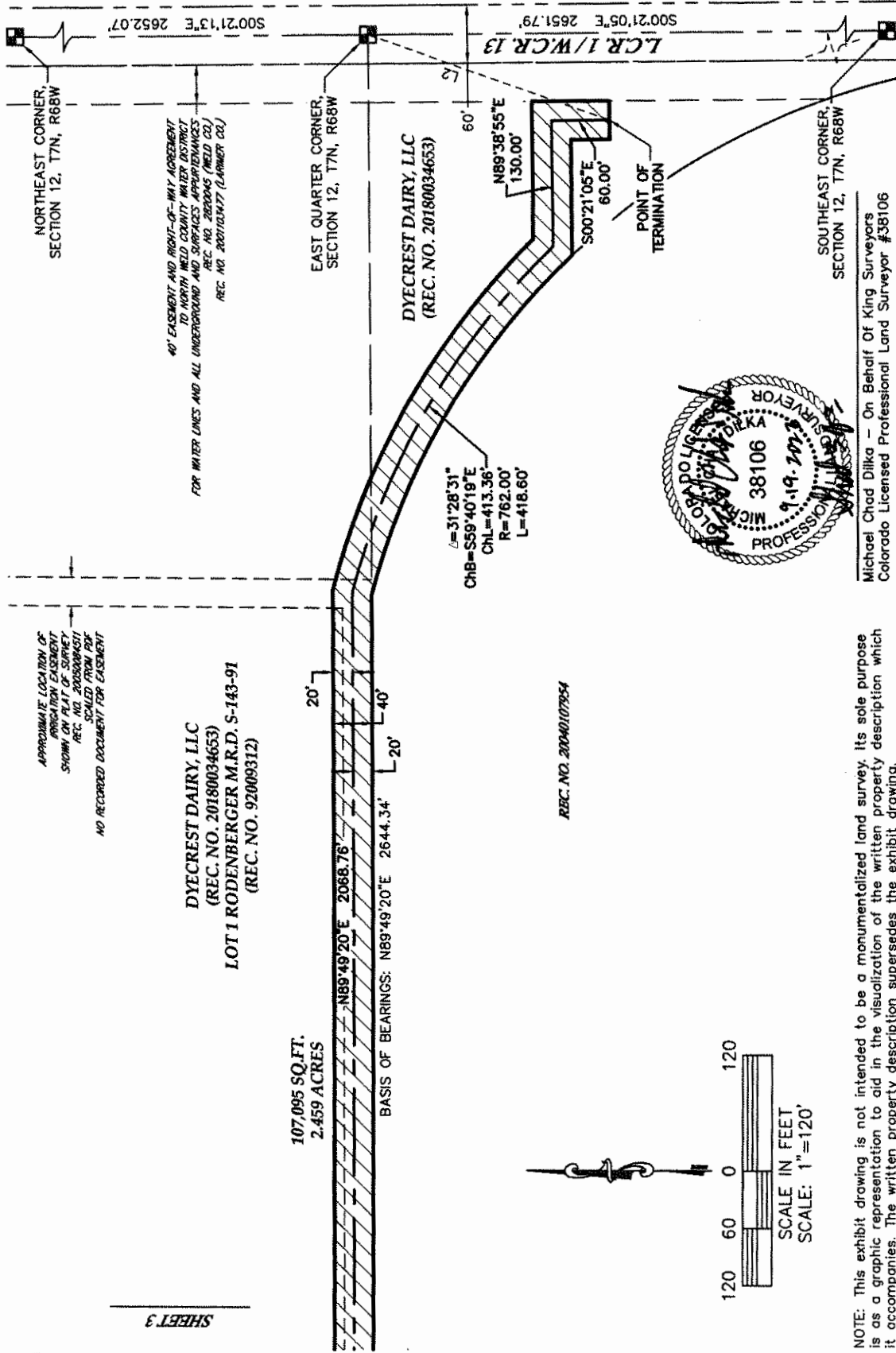
Michael Chad Dilka — On Behalf Of King Surveyors  
 Colorado Licensed Professional Land Surveyor #38106



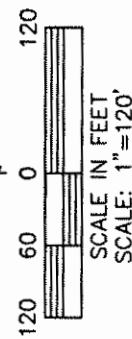
**KING SURVEYORS**  
 650 E. Garden Drive | Windsor, Colorado 80550  
 phone: (970) 686-5011 | fax: (970) 686-5821  
 email: contact@KingSurveyors.com

PROJECT NO: 20200030  
 DATE: 9/19/2023  
 CLIENT: NWCWD  
 DWG: ESMT-DYECREST-PE-R1  
 DRAWN: SMF CHECKED: MCD





SHEET 3



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



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 phone: (970) 686-5011 | fax: (970) 686-5821  
 email: contact@KingSurveyors.com

PROJECT NO: 20200030  
 DATE: 9/19/2023  
 CLIENT: NWCWD  
 DWG: ESMT-DYECREST-PE-R1  
 DRAWN: SMF CHECKED: MCD

# JKP Consulting LLC

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1211 9<sup>th</sup> Street, Greeley, CO 80631 | 970.590.6061 | kris@jkpconsulting.co

December 27, 2023

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

**RE: Request to Provide Master Meter Service to the Severance South Metropolitan District (a.k.a. WinDance Subdivision) Town of Severance, Weld County, Colorado**

Dear Mr. Eric Reckentine:

Appreciate you and your staff taking time to meet with us December 12, 2023, to discuss the WinDance Project (a.k.a. Severance South). We are trying to move this project forward and the main question we need an answer to is: Will NWCWD serve this project as the water provider to all of the taps, or will NWCWD enter a Master Meter arrangement with the Severance South Metropolitan District.

As President of the Board of Directors, and on behalf of, the Severance South Metropolitan District (SSMD), I am asking that the Board of Directors for North Weld County Water District (NWCWD) consider the following request:

- Allow NWCWD staff to negotiate a master meter agreement (similar to your Town agreements) with SSMD. And if an agreement can be successfully reached, accept said agreement.

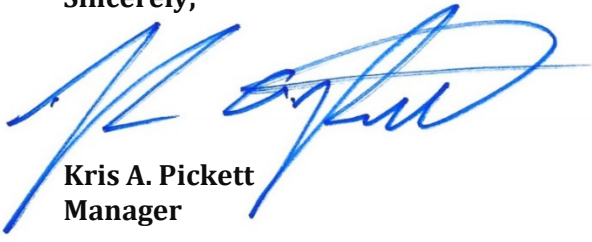
The board will likely want to consider many aspects of this request. Per our discussion, these are the topics we thought were most relevant.

1. Agreements and Legal issues: we would need a Water Service Agreement to address all of the particulars, including water rates, water rights, expected delivery, etc. and would expected to be similar to the agreements currently with other Master Meter clients.
2. Costs/Revenues: we would need to identify O&M responsibilities, PIF Structure, and potential future Mil levy impacts.
3. Costs/Benefits: what are the potential costs/benefits to NCWCWD of providing Master Meter connection(s) to the Severance South Metro District.

We appreciate your consideration of this request.

Please let me know if you want additional information for the board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kris A. Pickett', written over a light blue horizontal line.

**Kris A. Pickett**  
**Manager**

**8. Action: Consider Approval of Water Rights Acquisition and Amended Water Service Agreement: (enclosures, Privileged and Confidential, Separate Cover)**

- a. Amended and Restated Water Services Agreement with the Town of Windsor**
- b. Agreement for Sale and Purchase of CBT Units**
- c. Cost Share Agreement with the Town of Timnath (Timnath 36-inch Water Line Adjustment)**



December 27, 2023

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

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

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) evaluated the Timnath 36” Water Line Adjustment Project bids submitted Tuesday, December 19, 2023. Two bids were submitted by contractors who attended the mandatory pre-bid conference held December 11, 2023. Table 1 presents the bid tabulation and is summarized below:

1. Duran Excavating, Inc.
  - a. Base Bid Total = \$896,852.00
2. Mid City Corporation
  - a. Base Bid Total = \$787,954.00

Mid City Corporation submitted the low bid in the amount of **\$787,954.00**. Mid City Corporation appears to be responsive to the bid requirements and no quantitative errors were noted. I spoke with Mid City Corporation after the bid opening to confirm understanding of the work required. We also checked references provided in the submitted Qualifications Statement and received positive feedback on previous work performed. Trihydro recommends the North Weld County Water District (District) award the Timnath 36” Water Line Adjustment Project to the lowest qualified bidder, Mid City Corporation, in the amount of **\$787,954.00**, subject to approval by the District Board and based on the availability of adequate funding.

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

Sincerely,  
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "C. Jade Gernant".

C. Jade Gernant, P.E.  
Project Manager

0075Q-003-0010

Attachment

## TABLE

**TABLE 1. BID TABULATION**  
**NORTH WELD COUNTY WATER DISTRICT - TIMNATH 36" WATER LINE ADJUSTMENT**  
**NORTH WELD COUNTY WATER DISTRICT AND TOWN OF TIMNATH, CO**  
**BID DATE: 12/19/2023**



**BASE BID**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		DURAN EXCAVATING, INC.		MID CITY CORPORATION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization, Bonds, and Insurance	LS	LUMP SUM	\$67,414.00	\$67,414.00	\$90,000.00	\$90,000.00	\$37,660.00	\$37,660.00
2	Storm Water Permit and Erosion Control	LS	LUMP SUM	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$9,326.00	\$9,326.00
3	Potholing	EA	10	\$400.00	\$4,000.00	\$1,188.00	\$11,880.00	\$394.00	\$3,940.00
4	Removal And Haul of Existing Pavement	SY	374	\$27.00	\$10,098.00	\$20.00	\$7,480.00	\$18.00	\$6,732.00
5	Line Stop Assembly and Operation	LS	LUMP SUM	\$88,000.00	\$88,000.00	\$111,700.00	\$111,700.00	\$230,816.00	\$230,816.00
6	Temporary Bypass (24 inch)	LS	LUMP SUM	\$40,500.00	\$40,500.00	\$75,515.00	\$75,515.00	\$58,742.00	\$58,742.00
7	Water Main (36-inch, DI, Restrained Joint) - OWNER-FURNISHED	LF	100	\$400.00	\$40,000.00	\$1,171.00	\$117,100.00	\$1,091.00	\$109,100.00
8	Water Main (4-inch, C900 DR 18 Pipe, Restrained Joint)	LF	120	\$92.00	\$11,040.00	\$592.00	\$71,040.00	\$302.00	\$36,240.00
9	Gate Valve (4-inch, MJ x MJ)	EA	2	\$2,000.00	\$4,000.00	\$7,055.00	\$14,110.00	\$2,419.00	\$4,838.00
10	Tapping Saddle, Tap, and Corporation Stop (1-inch)	EA	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$7,349.00	\$7,349.00
11	Ductile Iron Fitting (36-inch, 45-degree bend, MJ x MJ) - OWNER-FURNISHED	EA	4	\$11,058.00	\$44,232.00	\$4,362.00	\$17,448.00	\$1,785.00	\$7,140.00
12	Ductile Iron Fitting (36-inch, Solid Sleeve, MJ x MJ) - OWNER-FURNISHED	EA	2	\$11,058.00	\$22,116.00	\$3,839.00	\$7,678.00	\$7,140.00	\$14,280.00
13	Ductile Iron Fitting (4-inch, 45-degree bend, MJ x MJ)	EA	4	\$1,100.00	\$4,400.00	\$2,745.00	\$10,980.00	\$2,074.00	\$8,296.00
14	Ductile Iron Fitting (4-inch, ROMAC MACRO Coupling)	EA	6	\$2,500.00	\$15,000.00	\$1,400.00	\$8,400.00	\$1,309.00	\$7,854.00
15	Dewatering	LS	LUMP SUM	\$50,000.00	\$50,000.00	\$75,800.00	\$75,800.00	\$19,878.00	\$19,878.00
16	Disinfection	LS	LUMP SUM	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$7,176.00	\$7,176.00
17	Hydrostatic Testing	LS	LUMP SUM	\$1,100.00	\$1,100.00	\$14,300.00	\$14,300.00	\$4,875.00	\$4,875.00
18	Flowable Fill	CY	400	\$200.00	\$80,000.00	\$250.00	\$100,000.00	\$246.00	\$98,400.00
19	Pipe Culvert (18-inch, RCP)	LF	56	\$268.00	\$15,008.00	\$181.00	\$10,136.00	\$362.00	\$20,272.00
20	Pipe Culvert Flared End Section (18-inch, RCP)	EA	2	\$3,000.00	\$6,000.00	\$1,716.00	\$3,432.00	\$2,144.00	\$4,288.00
21	Riprap (Type D50 = 9-inch, 18-inches Thick)	CY	4	\$132.00	\$528.00	\$630.00	\$2,520.00	\$1,102.00	\$4,408.00
22	Asphalt Patch (6-inch Depth)	SY	374	\$190.00	\$71,060.00	\$94.00	\$35,156.00	\$72.00	\$26,928.00
23	Crushed Base (12-inch Depth)	CY	137	\$100.00	\$13,700.00	\$121.00	\$16,577.00	\$146.00	\$20,002.00
24	Site Restoration	LS	LUMP SUM	\$3,000.00	\$3,000.00	\$28,000.00	\$28,000.00	\$3,570.00	\$3,570.00
25	Temporary Traffic Control	LS	LUMP SUM	\$35,000.00	\$35,000.00	\$31,500.00	\$31,500.00	\$35,844.00	\$35,844.00
<b>BASE BID TOTAL</b>					<b>\$659,196.00</b>		<b>\$896,852.00</b>		<b>\$787,954.00</b>

**10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Joining The Opposition Motion HF2M INC, Severance South Master Meter, and Amended and Restated Water Service Agreement with the Town of Windsor**





## NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

January 3, 2024

Customer Name  
Street Address 1  
Street Address 2

RE: Property and Water Services for JB Acres Subdivision

To Whom It May Concern:

North Weld County Water District (“District”) has appreciated your patronage as a customer. This letter is to inform you of a change to your water service provider from the District to the City of Greeley. In 2013, the District and the City of Greeley entered into a Water Service Agreement that guides the transition of service from the District to Greeley for areas north of the Poudre River and south of Hwy 392, as the City of Greeley grows into the area. The city will be making additional interconnections to the existing infrastructure to support flow, pressure, and fire flows, and your account will be transferred to the City of Greeley March 1<sup>st</sup>, 2024.

Water provided by the District and City of Greeley comes from the same sources – the Cache la Poudre River and Horsetooth Reservoir – ensuring the switch will not impact water quality and taste. The change will provide additional connections to the City of Greeley’s system, giving you additional redundancy for your service. In the future, as the system is rehabilitated, upgraded, and expanded, Greeley will provide fire protection flows. Water meters and/or services will start being converted in the spring of 2024, at no cost to the customer.

For any customer service questions or maintenance issues after March 1<sup>st</sup>, 2024, please contact the City of Greeley at 970-350-9811 or visit their website at [greeleygov.com/services/ws/water-budget/rates](http://greeleygov.com/services/ws/water-budget/rates) for an explanation of their water rates.

Currently, North Weld County Water District rates are \$4.75per kgal with a base rate of \$28.50 (for the first 0-6k gals); comparably, the City of Greeley’s rates are \$5.88per kgal with a water availability base rate of \$17.75.

If you have any questions or concerns, please contact the District’s office at (970) 356-3020 or City of Greeley at 970.350.9811

Sincerely,

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Eric Reckentine  
District Manager

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Sean Chambers  
Director, Greeley Water & Sewer Dept.