

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

April 13, 2026, 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(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve April 13, 2026, 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 March 23, 2026, Meeting**
 - b. Financials March 2026**
 - c. Invoices through April 13, 2026**
 - d. Buffalo Creek Development Commitment to Serve Letter**
 - e. Pump Station 1 Change Order and Pay Application, Moltz**
 - f. Liberty Hill LOI Extension Request**
 - g. Baessler Plant Investment Transfer**
 - h. Change Order Reynolds Zone 1 West Pipeline Project**
 - i. Water Supply and Storage Lease and Rentals**
 - i. Brocker**
 - ii. Feit**
 - iii. Christensen**
 - j. Approval of Distribution Line Property Acquisition – Zone 1 Project**
 - i. Dunamis Consent Agreement Heckman**
- 6. Action: Consider Approval of Resolution No. 20260413-01: Resolution Adopting a Water Service Absorption Fee Policy (enclosure)**
- 7. Action: Notice to Proceed for Zone 1 West Transmission and Tank 1C Construction, Reynolds (enclosure)**

8. Discussion NWCWD SWOT Analysis (enclosure, privileged and confidential)
9. 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 NWCWD SWOT Analysis.
10. District Manager's Report
 - a. 18 of the 31 Commercial Sector Development Review Letters
 - b. Northern Water C-BT Quota
 - c. Water Resources Supply Report in May
 - d. Consumer Confidence Reports sent to Wholesale Customers
 - e. Greeley NWCWD Harmony Interconnect Pump Station Bid

Other Business:

ADJOURN _____ .M.

**MINUTES OF A MEETING OF THE BOARD OF THE
NORTH WELD COUNTY WATER DISTRICT**

HELD MARCH 23, 2026 AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

The meeting of the Board of Directors of North Weld County Water District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Tad Stout, President
Nels Nelson, Treasurer
J.G. Milne, Assistant Secretary
Anne Hennen, Assistant Secretary

Matt Pettinger, Assistant Secretary – Absent and Excused

Also present were Eric Reckentine, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; Alison Gorsevski, Lyons Gaddis, District Special Counsel; Richard Reins and Jan Sitterson, Water Resources; George Oamek, Honeycreek Resources; Morgan Kidder and Larry Buckendorf, Journey Homes; and members of the public.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Stout called the meeting to order.

2. Confirmation of Disclosures of 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 WBA, PC, with notice of potential or existing conflicts of interest 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 with regard to any matters scheduled for discussion at the meeting. Mr. Stout noted his prior service on the Severance Town Board, but stated his belief that such prior service would not interfere with his participation in the discussion regarding the Northgate variance request. The Board acknowledged Mr. Stout's disclosure and agreed that his prior service would not preclude his participation.

3. Approval of Agenda

The Board reviewed the proposed agenda. Discussion of the Pleasant Valley Pipeline was added under Other Business upon request. Upon a motion by Ms. Hennen and seconded by Mr. Nelson, the Board unanimously approved the agenda as amended.

4. Public Comment

None.

5. Consent Agenda

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

- a. Minutes from February 9, 2026, Meeting
- b. Invoices through March 23, 2026
- c. Unaudited Financial Statements February 2026
- d. Stantec Engineering On Call Service Scope
- e. Engagement Letter Spencer Fane Legal Services for Knox Pit Reservoir Project
- f. Tri hydro Consultants Scope of Work Crow Creek Crossing
- g. Stantec Groundwater Recharge Site Investigation WSSC
- h. Conflict Waiver Spencer Fane
- i. County Road 84 Change Order
- j. Garney Eaton Phase III Pay Application
- k. Letter of Intent – Buckley
- l. Amended Purchase Agreement – Nelson
- m. Water Supply and Storage Annual Lease Agreements
 - i. Cook
 - ii. Podtburg
- n. Approval of Distribution Line Property Acquisition
 - i. JEM Honstein LLC TCE and PE
 - ii. K&M TCE and PE
 - iii. Lind Farms TCE and PE
 - iv. Sinclair Crossing Agreement
 - v. PRPA Amended

6. Public Hearing: Conduct Public Hearing on Petitions for Inclusion, Lytle Properties

Mr. Stout opened the public hearing on the petitions for inclusion of the Lytle Properties. No public comments were received. Mr. Stout closed the public hearing.

- a. **Consider Adoption of Resolution No. 20260323-01: Resolution and Order for Inclusion (Lot A, Family Farm Subdivision)**

Upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board unanimously adopted Resolution No. 20260323-01, a Resolution and Order for Inclusion of Lot A, Family Farm Subdivision.

b. Consider Adoption of Resolution No. 20260323-02: Resolution and Order for Inclusion (Lot B, Family Farm Subdivision)

Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the Board unanimously adopted Resolution No. 20260323-02, a Resolution and Order for Inclusion of Lot B, Family Farm Subdivision.

7. Action: Consider Approval of Variance Request for Water Dedication Requirement Related to Northgate Development

Mr. Kidder and Mr. Buckendorf, on behalf of Journey Homes, presented a request for a variance from the District's Water Dedication Policy to allow dedication of water on a 3 homes per share basis, which varies from the District's policy of 2 homes per share policy. Mr. Buckendorf indicated a willingness to work with the Board to come to an agreement between the 2 homes per share requirement and 3 homes per share request and indicated a willingness to commit to minimum tap purchases per year. Mr. Buckendorf stated the project is planned for three phases of approximately 200 lots per year.

The Board considered the variance request in Executive Session.

Following Executive Session, upon a motion by Mr. Nelson and seconded by Mr. Milne, the Board denied the variance request. The Board directed staff to inform the applicant that development review will continue and that the District is willing to continue discussions with the applicant if mutually beneficial terms arise during the development review process.

8. Action: Consider Option to Purchase Dedicated Water re Ridge 5 Water Dedication Agreement

Mr. Reckentine reported that development efforts on the Ridge 5 project have stalled and the project will not move forward at this time. Mr. Reckentine noted to the Board that the District has an option under the Water Dedication Agreement to purchase the water from the developer, and asked whether the Board wanted to exercise the option to purchase or coordinate with the developer to return the water. Following discussion, and given the District's current water purchase plan for the year, upon a motion by Ms. Hennen and seconded by Mr. Nelson, the Board determined to pass on the option to purchase and directed staff to work with the developer to return the water.

9. Action: Consider Approval of NEWT III No. 8 Crossing Repair Cost Share Agreement

Mr. Reckentine presented the NEWT III No. 8 Crossing Repair Cost Share Agreement, which had been discussed at the prior meeting. Mr. Reckentine reported that the work contemplated under the agreement has been completed. Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the Board unanimously approved the Cost Share Agreement.

10. Action: Consider Approval of Resolution No. 20260323-03: Resolution Adopting a Water Service Absorption Fee Policy

Mr. Reckentine presented the draft resolution to the Board, as directed at the February meeting, and recommended adoption of the 15-year amortization option recommended by Honeycreek Resources. Mr. Oamek discussed the methodology and assumptions used in performing the absorption fee calculations. The Board discussed how frequently the absorption fee calculation would be applied and recognized that it could be years between applications. The Board requested that Mr. Oamek provide recommendations regarding escalation factors that could be incorporated into the resolution. No further action was taken.

11. Discussion: North Poudre Irrigation Co SSD/JA Water Rights Update

The Board discussed the North Poudre Irrigation Company SSD/JA water rights update with Ms. Gorsevski in executive session.

Following executive session, upon a motion by Mr. Nelson and seconded by Ms. Hennen, the Board directed staff to undertake whatever is not prohibited to treat and use the water to which the District is entitled.

12. Executive Session

Upon a motion duly made by Ms. Hennen and seconded by Mr. Nelson, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 9:54 a.m. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b),(e) & (f), C.R.S. related to NPIC Analysis and Northgate Development Variance Request.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 10:37 a.m.

13. District Manager's Report

a. Letter to Northern Water 2026 Quota Request

Mr. Reckentine reported that the District submitted a request for 0.7 quota to Northern Water, with a potential adjustment to be made later in the season.

b. Closed on 1 Share WSSC

Mr. Reckentine reported that the District closed on the purchase of 1 share of Water Supply and Storage Company (WSSC) water.

c. Town of Pierce WSA Letter

Mr. Reckentine reported that a letter was sent to the Town of Pierce confirming and clarifying the additional capacity purchased by the Town under its Amended and Restated Water Services Agreement.

d. Northern Water Presentation Groundwater Projects

Mr. Reckentine reported on Northern Water's presentation regarding groundwater projects, including the VITA project and issues Northern Water foresees with such projects.

e. Development Review Letters to Commercial Sector, WSA Meetings

Mr. Reckentine reported that one-half of the commercial sector development review letters have been sent and the remainder will be sent by the end of April.

f. NEWT III No. 8 Larimer & Weld Crossing Repair Completed

Mr. Reckentine reported that the NEWT III No. 8 Larimer & Weld Crossing repairs have been completed.

Other Business:

Pleasant Valley Pipeline

Mr. Reckentine reported that North Poudre Irrigation Company wants to use the Pleasant Valley pipeline to bring water to agricultural users. Mr. Reckentine sent a letter denying the request.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved on the 13th day of April, 2026.

ATTORNEY STATEMENT

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:54 a.m. on March 23, 2026 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b),(e) & (f), C.R.S. related to NPIC Analysis and Northgate Development, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
March 31, 2026

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,367,051.00	
1015 - COLO TRUST - GENERAL		18,041,270.79	
1017 - COLO TRUST- RRR		265,563.25	
1020 - COLO TRUST - 2022 BOND		20,442,688.76	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(2,686,342.00)	
1050 - CASH RESERVE (CWRPDA)		2,686,342.00	
1100 - AR WATER (DRIP)		1,426,588.57	
1102 - CUSTOMER DEPOSITS		(139,442.00)	
1105 - AR CONSTRUCTION METERS		62,993.82	
1116 - ACCOUNTS RECEIVABLE		23,532.00	
1150 - PREPAID EXPENSES		2,899.99	
1230 - PREPAID INSURANCE		154,811.99	
1300 - INVENTORY		2,356,060.25	
Total Current Assets			44,004,218.42

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18	
1222 - CSU DRYING BEDS		28,612.00	
1225 - LAND & EASEMENTS		4,316,733.15	
1405 - WATER RIGHTS OWNED		115,514,951.44	
1407 - WATER STORAGE		7,051,457.04	
1415 - MACHINERY & EQUIPMENT		3,065,560.37	
1416 - DEPREC - MACH & EQUIP		(2,267,842.35)	
1420 - OFFICE EQUIPMENT		61,730.33	
1421 - DEPREC - OFFICE EQUIP		(52,720.11)	
1425 - PIPELINES		87,726,502.99	
1426 - DEPREC - PIPELINES		(29,612,132.26)	
1430 - STORAGE TANKS		3,962,163.06	
1431 - DEPREC - STORAGE TANKS		(1,971,898.00)	
1432 - MASTER METERS		689,854.53	
1433 - DEPREC MASTER METERS		(137,435.11)	
1435 - PUMP STATIONS		7,095,784.79	
1436 - DEPREC - PUMP STATIONS		(3,285,620.64)	
1437 - FILL STATION		14,777.25	
1438 - DEPREC - FILL STATION		(5,444.25)	
1440 - PAVING		497,320.20	
1441 - DEPREC - PAVING		(32,457.38)	
1445 - OFFICE BUILDING		1,685,517.41	
1446 - DEPREC - BUILDING		(651,554.51)	
1454 - CONSTRUCT IN PROGRESS		20,630,398.24	
Total Property and Equipment			214,866,133.37

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70	
1466 - Bond Cst of Issue '19		0.37	
Total Other Assets			22,849,611.07

Total Assets	\$		<u>281,719,962.86</u>
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LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	26,099.20	
2216 - CONST MTR DEPOSITS		119,724.94	

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
March 31, 2026

2022 Arbitrage Liability	1,473,253.00	
2230 - ACCRUED WAGES	105,579.56	
2231 - ACCRUED COMP ABSENCES	188,478.60	
2232 - ACCRUED INTEREST	575,316.67	
2240 - Retainage Payable	73,526.56	
2261 - HEALTH INSURANCE	1,293.28	
Total Current Liabilities		2,563,271.81
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,220,000.00	
2223 - Bond Premium '19	556,891.36	
2224 - 2020 BOND PAYABLE	1,800,000.00	
2226 - 01A BOND	32,260,000.00	
2226.1 - 2022 Bond Premium	2,764,513.82	
2229 - PREMIUM ON 2009A LOAN	19,825.57	
Total Long-Term Liabilities		52,621,230.75
Total Liabilities		55,184,502.56
Capital		
2800 - RETAINED EARNINGS	237,143,811.94	
Net Income	(10,608,351.64)	
Total Capital		226,535,460.30
Total Liabilities & Capital	\$	281,719,962.86

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Three Months Ending March 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3100 - OPERATING	\$ 0.00	\$ 0.00	\$ 0.00	0.00	0.00
3110 - METERED SALES	805,100.03	2,418,696.71	16,568,577.00	14,149,880.29	14.60
3111 - WATER ALLOC SURCHARGE	328,718.00	912,561.00	3,000,000.00	2,087,439.00	30.42
3112 - PLANT INVEST SURCHARGE	210,222.00	397,534.50	1,500,000.00	1,102,465.50	26.50
3113 - ADJUSTMENTS	28,707.01	52,322.78	1,500,000.00	1,447,677.22	3.49
3140 - CONST METER USAGE	45,572.35	116,738.17	221,899.00	105,160.83	52.61
3141 - CONSTR METER RENTAL	695.00	2,035.00	5,953.00	3,918.00	34.18
3142 - CONSTRUCT METER REPAIR	156.50	6,201.34	595.00	(5,606.34)	1,042.24
3150 - NON-POTABLE REIMBURSE	0.00	0.00	0.00	0.00	0.00
3160 - INTERCONNECT WATER	0.00	0.00	0.00	0.00	0.00
OPERATING	1,419,170.89	3,906,089.50	22,797,024.00	18,890,934.50	17.13
3200 - NON-OPERATING REVENUES	0.00	0.00	0.00	0.00	0.00
3210 INTEREST-COTRUST-GENERAL	124,861.47	374,782.78	2,000,000.00	1,625,217.22	18.74
3211 INTEREST-COTRUST-BONDS	0.00	0.00	0.00	0.00	0.00
3220 - PORT PARTONAGE AGFINITY	337.77	337.77	879.00	541.23	38.43
NON OPERATING	125,199.24	375,120.55	2,000,879.00	1,625,758.45	18.75
3300 - NEW SERVICE	0.00	0.00	0.00	0.00	0.00
3310 - TAP (PI) FEES	21,900.00	2,179,050.00	1,100,000.00	(1,079,050.00)	198.10
3311 - DISTANCE FEES	10,500.00	369,500.00	90,000.00	(279,500.00)	410.56
3312 - WATER (ALLOCATION) FEE	73,500.00	110,250.00	210,000.00	99,750.00	52.50
3313 - WATER STORAGE FEES	0.00	0.00	0.00	0.00	0.00
3314 - INSTALLATION FEES	6,000.00	14,000.00	351,498.00	337,498.00	3.98
3315 - METER RELOCATION FEE	0.00	0.00	1,757.00	1,757.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	0.00	0.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	10,404.00	10,404.00	0.00
3321 - NON-POTABLE INSTALL	0.00	0.00	0.00	0.00	0.00
3330 - COMMITMENT LETTER FEE	0.00	67,800.00	0.00	(67,800.00)	0.00
3331 - REVIEW FEE	0.00	1,080.00	0.00	(1,080.00)	0.00
3332 - REVIEW DEPOSIT	0.00	0.00	0.00	0.00	0.00
3340 - INSPECTION FEE	0.00	0.00	0.00	0.00	0.00
3350 - SUPPLEMENTAL FEE	0.00	0.00	0.00	0.00	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00
NEW SERVICE	111,900.00	2,741,680.00	1,763,659.00	(978,021.00)	155.45
3400 - AG WATER	0.00	0.00	0.00	0.00	0.00
3410 - WATER RENTAL	0.00	0.00	19,321.00	19,321.00	0.00
3415 - WSSC RETURN FLOW RENTAL	0.00	0.00	20,000.00	20,000.00	0.00
3420 - WATER LEASE	0.00	0.00	0.00	0.00	0.00
3425 - WILDWING - NON-POTABLE	0.00	0.00	0.00	0.00	0.00
AG WATER	0.00	0.00	39,321.00	39,321.00	0.00
3500 - MISCELLANEOUS	268.80	6,906.99	0.00	(6,906.99)	0.00
3510 - CAR TIME	0.00	0.00	0.00	0.00	0.00
3520 - TRANSFER FEES	650.00	1,525.00	10,404.00	8,879.00	14.66
3530 - RISE TOWER RENT	300.00	900.00	8,553.00	7,653.00	10.52
3540 - SAFETY GRANT (CSD)	0.00	0.00	0.00	0.00	0.00
3550 - FEMA GRANT (EMBANKMENT)	0.00	0.00	0.00	0.00	0.00
3560 - BACKFLOW TESTING FEE	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	1,218.80	9,331.99	18,957.00	9,625.01	49.23
TOTAL REVENUES	1,657,488.93	7,032,222.04	26,619,840.00	19,587,617.96	26.42
OPERATING EXPENSE					
4100 - WATER	0.00	0.00	0.00	0.00	0.00
411.04 - WINDSOR	0.00	0.00	0.00	0.00	0.00
411.05 - WSS	0.00	0.00	0.00	0.00	0.00
4110 - POTABLE WATER	0.00	675,397.02	3,487,547.91	2,812,150.89	19.37
4113 - SITE MAINTENANCE ANNUAL	0.00	0.00	0.00	0.00	0.00
4120 - RENTAL WATER	0.00	0.00	0.00	0.00	0.00
4130 - CARRYOVER	0.00	0.00	96,823.59	96,823.59	0.00
4131 - CARRYOVER2	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Three Months Ending March 31, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4132 - CARRYOVER3	0.00	0.00	0.00	0.00	0.00
4140 - WINTER WATER	0.00	0.00	5,975.46	5,975.46	0.00
415.02 - NPIC	0.00	0.00	0.00	0.00	0.00
415.04 - DIVIDE CANAL & RES.	0.00	0.00	0.00	0.00	0.00
415.05 - PIERCE LATERAL	0.00	0.00	0.00	0.00	0.00
415.09 - MISC	0.00	0.00	0.00	0.00	0.00
4150 - ASSESSMENTS	281,913.63	776,872.84	636,234.04	(140,638.80)	122.10
4151 - BOX ELDER DITCH	0.00	0.00	0.00	0.00	0.00
4160 - RULE 11 FEES	0.00	0.00	69,021.00	69,021.00	0.00
4170 - WATER QUALITY - TESTING	783.00	1,240.00	14,857.00	13,617.00	8.35
4175 - BACKFLOW SURVEYING	0.00	0.00	0.00	0.00	0.00
418 - RE-ALLOCATION	0.00	0.00	0.00	0.00	0.00
4180 - GOOD LATERAL RECHARGE	0.00	0.00	0.00	0.00	0.00
WATER	(282,696.63)	(1,453,509.86)	(4,310,459.00)	(2,856,949.14)	33.72
4200 - PERSONNEL OPERATIONS	0.00	0.00	0.00	0.00	0.00
4210 - SALARIES, FIELD	133,282.17	397,744.58	1,593,639.00	1,195,894.42	24.96
4220 - SALARIES, ENGINEERING	8,688.41	25,628.91	151,909.00	126,280.09	16.87
4230 - SALARIES, MAPPING	0.00	0.00	0.00	0.00	0.00
4240 - INSURANCE HEALTH	25,886.12	108,853.33	239,000.00	130,146.67	45.55
4250 - RETIREMENT	9,124.34	27,290.22	90,795.00	63,504.78	30.06
4260 - AWARDS	0.00	0.00	1,462.00	1,462.00	0.00
4270 - UNIFORMS	815.52	1,954.92	6,500.00	4,545.08	30.08
4280 - MISCELLANEOUS	0.00	0.00	1,219.00	1,219.00	0.00
EMPLOYEES	(177,796.56)	(561,471.96)	(2,084,524.00)	(1,523,052.04)	26.94
431 - WATER LINES	0.00	0.00	0.00	0.00	0.00
433 - PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
434 - EQUIPMENT	0.00	0.00	0.00	0.00	0.00
REPAIRS	0.00	0.00	0.00	0.00	0.00
4400 - OPERATION & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	3,912.71	20,941.02	62,424.00	41,482.98	33.55
4411 - LOCATES	0.00	1,986.68	17,687.00	15,700.32	11.23
4412 - FARM PROPERTIES	0.00	0.00	3,121.00	3,121.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	6,047.00	6,047.00	0.00
4414 - CONSTRUCTION METER	0.00	3,759.02	0.00	(3,759.02)	0.00
4415 - WATER LINES (REPAIRS)	8,348.00	20,964.35	473,000.00	452,035.65	4.43
4416 - APPURTENANCE(REPAIR)	0.00	29,540.97	0.00	(29,540.97)	0.00
4417 - METER SETTING	(8,484.00)	(5,471.36)	125,000.00	130,471.36	(4.38)
4418 - MASTER METERS	5,075.00	5,075.00	26,010.00	20,935.00	19.51
4419 - SERVICE WORK	0.00	75,260.97	135,252.00	59,991.03	55.64
4420 - STORAGE TANKS (O & M)	189.88	454.41	56,182.00	55,727.59	0.81
4430 - PUMP STATIONS (O & M)	5,310.51	25,143.52	156,060.00	130,916.48	16.11
4435 - CHLORINE STATION	0.00	0.00	5,743.00	5,743.00	0.00
4440 - EQUIPMENT	261.94	16,134.58	80,111.00	63,976.42	20.14
4445 - SCADA EQUIPMENT	0.00	15,837.50	31,212.00	15,374.50	50.74
4446 - LOCATING EQUIPMENT	0.00	0.00	5,858.00	5,858.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	28,120.00	28,120.00	0.00
4448 - METER READING EQUIPMENT	0.00	0.00	0.00	0.00	0.00
445.01 - YARD WELLS	0.00	0.00	0.00	0.00	0.00
4450 - SHOP/YARD	2,805.57	12,490.93	30,600.00	18,109.07	40.82
446.7591 - VIN 7591 (DUMP TRK)	0.00	0.00	0.00	0.00	0.00
4460 - VEHICLES	85.50	48,853.29	108,243.00	59,389.71	45.13
4470 - SAFETY	21,874.54	24,412.54	21,224.00	(3,188.54)	115.02
4480 - CONTROL VAULTS	0.00	0.00	35,374.00	35,374.00	0.00
OPERATION & MAINTENANCE	(39,379.65)	(295,383.42)	(1,407,268.00)	(1,111,884.58)	20.99
4500 - ENGINEERING	0.00	0.00	400,000.00	400,000.00	0.00
4510 - GENERAL	0.00	0.00	0.00	0.00	0.00
4520 - MASTER PLAN	0.00	0.00	0.00	0.00	0.00
4530 - PROJECTS	0.00	0.00	0.00	0.00	0.00
ENGINEERING	0.00	0.00	(400,000.00)	(400,000.00)	0.00
4600 - ELECTRICITY	5,661.94	28,445.93	0.00	(28,445.93)	0.00

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4610 - PRV'S	0.00	176.91	0.00	(176.91)	0.00
4620 - STORAGE TANKS	0.00	0.00	54,122.00	54,122.00	0.00
4630 - PUMP STATIONS	0.00	0.00	79,591.00	79,591.00	0.00
4640 - METER VAULTS	0.00	0.00	53,060.00	53,060.00	0.00
4650 - FILL STATION	0.00	0.00	5,412.00	5,412.00	0.00
ELECTRICITY	(5,661.94)	(28,622.84)	(192,185.00)	(163,562.16)	14.89
4700 - COMMUNICATIONS	100.08	200.16	53,060.00	52,859.84	0.38
4720 - TANK RADIOS	0.00	0.00	0.00	0.00	0.00
COMMUNICATIONS	(100.08)	(200.16)	(53,060.00)	(52,859.84)	0.38
4800 - INSURANCE	0.00	0.00	0.00	0.00	0.00
4810 - GENERAL	4,380.76	13,142.28	78,550.00	65,407.72	16.73
4810 - GENERAL	0.00	0.00	0.00	0.00	0.00
4820 - AUTO	1,441.32	3,704.96	21,224.00	17,519.04	17.46
4820 - AUTO	0.00	0.00	0.00	0.00	0.00
4830 - WORKER'S COMP	11,379.26	34,137.78	79,591.00	45,453.22	42.89
INSURANCE	(17,201.34)	(50,985.02)	(179,365.00)	(128,379.98)	28.43
4900 - MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
4930 - BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	522,836.20	2,390,173.26	8,626,861.00	6,236,687.74	27.71
ADMINISTRATIVE EXPENSE					
5100 - PERSONNEL - ADMIN	0.00	0.00	0.00	0.00	0.00
5110 - OFFICE	52,522.13	157,840.72	684,170.00	526,329.28	23.07
5120 - ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00
5130 - CUSTOMER	0.00	0.00	0.00	0.00	0.00
5140 - MISC LABOR (ELECTION)	0.00	0.00	0.00	0.00	0.00
5150 - DIRECTORS' FEES	0.00	0.00	0.00	0.00	0.00
SALARIES	52,522.13	157,840.72	684,170.00	526,329.28	23.07
5200 - PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00
5210 - FICA	14,937.96	44,808.51	144,616.00	99,807.49	30.98
5220 - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
PAYROLL TAXES	14,937.96	44,808.51	144,616.00	99,807.49	30.98
5300 - HEALTH INSURANCE	0.00	0.00	75,000.00	75,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	6,960.57	27,841.71	0.00	(27,841.71)	0.00
HEALTH INSURANCE	6,960.57	27,841.71	75,000.00	47,158.29	37.12
5400 - OFFICE UTILITIES	0.00	834.45	0.00	(834.45)	0.00
5401 - ELECTRICITY	0.00	1,067.35	10,612.00	9,544.65	10.06
5402 - PROPANE	0.00	2,952.91	7,428.00	4,475.09	39.75
5403 - TELEPHONE	0.00	1,238.96	24,408.00	23,169.04	5.08
5404 - CELL PHONE SERVICE	1,463.00	2,939.03	21,224.00	18,284.97	13.85
5405 - CELL PHONE ACCESSORIES	0.00	0.00	531.00	531.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	4,420.00	21,224.00	16,804.00	20.83
5407 - INTERNET	0.00	470.78	637.00	166.22	73.91
5408 - WASTE MANAGEMENT	0.00	0.00	0.00	0.00	0.00
5409 - SECURITY CAMERAS	1,827.90	5,483.70	12,485.00	7,001.30	43.92
5410 - OFFICE EQUIPMENT	0.00	0.00	520.00	520.00	0.00
5411 - ALL-IN-ONE	0.00	0.00	0.00	0.00	0.00
5412 - PRINTERS	0.00	635.80	12,000.00	11,364.20	5.30
5413 - FURNITURE	0.00	0.00	0.00	0.00	0.00
544.01 - COMPUTER	0.00	0.00	0.00	0.00	0.00
5440 - COMPUTER	0.00	0.00	5,202.00	5,202.00	0.00
5441 - COMPUTER SUPPORT	6,422.00	21,135.00	125,000.00	103,865.00	16.91
5442 - HARDWARE (COMPUTERS)	0.00	6,659.44	0.00	(6,659.44)	0.00
5443 - SOFTWARE	0.00	0.00	200,000.00	200,000.00	0.00
5444 - LICENSES (ANNUAL)	966.67	4,444.76	31,836.00	27,391.24	13.96

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5445 - SENSUS METER SUPPORT	0.00	0.00	3,184.00	3,184.00	0.00
5449 - INTERNET/EMAIL	0.00	0.00	0.00	0.00	0.00
OFFICE UTILITIES	12,039.57	52,282.18	476,291.00	424,008.82	10.98
5500 - OFFICE EXPENSES	0.00	0.00	0.00	0.00	0.00
551.01 - PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00
551.04 - SPECIAL PROJ BILLING	0.00	0.00	0.00	0.00	0.00
5510 - OFFICE EXPENSES	10,241.64	68,940.24	185,825.00	116,884.76	37.10
5520 - POSTAGE	0.00	31.80	4,080.00	4,048.20	0.78
5530 - BANK / CREDIT CARD FEES	10.00	3,841.09	40,800.00	36,958.91	9.41
5540 - BUILDING MAINTENANCE	0.00	6,047.94	7,140.00	1,092.06	84.71
5550 - PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
5560 - PRINTING	0.00	0.00	0.00	0.00	0.00
5570 - ELECTION	0.00	0.00	0.00	0.00	0.00
5580 - DUES & REGISTRATION	1,650.00	3,417.00	0.00	(3,417.00)	0.00
OFFICE EXPENSE	11,901.64	82,278.07	237,845.00	155,566.93	34.59
5600 - PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00
5610 - LEGAL	165,525.15	307,833.08	800,000.00	492,166.92	38.48
5620 - ACCOUNTING	1,400.00	4,375.00	90,000.00	85,625.00	4.86
5625 - EASEMENT FEES	0.00	0.00	0.00	0.00	0.00
5626 - RECORDING FEES	0.00	0.00	0.00	0.00	0.00
5630 - WATER TRANSFER FEES	243.00	443.00	4,162.00	3,719.00	10.64
5640 - MAPPING - NORTHLINE	0.00	0.00	65,000.00	65,000.00	0.00
5650 - CONSULTANT FEES	4,205.00	8,185.87	300,000.00	291,814.13	2.73
5651 - CSU RESEARCH	0.00	0.00	0.00	0.00	0.00
5660 - MEMBERSHIP FEES	0.00	0.00	62,424.00	62,424.00	0.00
5670 - APPRAISALS	0.00	0.00	0.00	0.00	0.00
5680 - LAND ACQUISITION	0.00	3,683.97	300,000.00	296,316.03	1.23
PROFESSIONAL FEES	171,373.15	324,520.92	1,621,586.00	1,297,065.08	20.01
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
5910 - SETTLEMENTS	0.00	0.00	0.00	0.00	0.00
5920 - FIRE MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	269,735.02	689,572.11	3,239,508.00	2,549,935.89	21.29
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6120 - IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
6130 - CASH CONTR FOR CAPITAL	0.00	0.00	0.00	0.00	0.00
6140 - FILTER EXPANSION	0.00	0.00	0.00	0.00	0.00
618 - TUNNEL WATER	0.00	0.00	0.00	0.00	0.00
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
621 - TANKS 1A, 1B	0.00	0.00	0.00	0.00	0.00
625 - TANK 5	0.00	0.00	0.00	0.00	0.00
STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
6300 - PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6400 - EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	28,071.20	200,000.00	171,928.80	14.04
6420 - TRENCH BOX	0.00	0.00	0.00	0.00	0.00
6421 - TRAFFIC PLATES	0.00	0.00	0.00	0.00	0.00
6430 - BACKHOES	0.00	0.00	0.00	0.00	0.00
6440 - OTHER EQUIPMENT	0.00	0.00	200,000.00	200,000.00	0.00

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6450 - TRACKHORSE	0.00	0.00	0.00	0.00	0.00
EQUIPMENT	0.00	28,071.20	400,000.00	371,928.80	7.02
6500 - SYSTEM	0.00	0.00	0.00	0.00	0.00
6505 - ENGINEERING	122,711.08	151,308.08	1,000,000.00	848,691.92	15.13
651.03 - PIPELINE REPLACEMENT	0.00	0.00	0.00	0.00	0.00
651.10 - WILDWING IRRIG. LINE	0.00	0.00	0.00	0.00	0.00
651.14 - WINDSOR METER STATION	0.00	0.00	0.00	0.00	0.00
651.43. 12" LINE EX BLUE GRAMA	0.00	0.00	0.00	0.00	0.00
651.82.47 - HUNTER RIDGE DAIRY	0.00	0.00	0.00	0.00	0.00
6510 - WATER LINES	1,983,020.50	2,637,439.71	13,700,000.00	11,062,560.29	19.25
6515 - METER UPGRADES	0.00	0.00	0.00	0.00	0.00
6520 - RADIO READ METERS	0.00	0.00	0.00	0.00	0.00
6525 - MASTER METER	0.00	0.00	0.00	0.00	0.00
6530 - PRV'S	0.00	0.00	0.00	0.00	0.00
6535 - CHLORINE STATIONS	0.00	0.00	0.00	0.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	0.00	0.00	0.00
6545 - SCADA EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6546 - LOCATING EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6547 - GPS EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6548 - MAPPING/GPS	0.00	0.00	0.00	0.00	0.00
6550 - SHOP/YARD	0.00	0.00	0.00	0.00	0.00
6580 - CONTROL VAULTS	0.00	0.00	0.00	0.00	0.00
SYSTEM	2,105,731.58	2,788,747.79	14,700,000.00	11,911,252.21	18.97
6600 - WATER RIGHTS/STORAGE	0.00	0.00	0.00	0.00	0.00
661.09 - OTHER	0.00	0.00	0.00	0.00	0.00
6610 - WATER RESOURCE MANAGER	0.00	0.00	0.00	0.00	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	4,150,000.00	11,240,000.00	11,000,000.00	(240,000.00)	102.18
6621 - CAPITAL CONTRIBUTIONS	0.00	21,910.61	0.00	(21,910.61)	0.00
6630 - LEGAL (WRM)	0.00	9,205.34	850,000.00	840,794.66	1.08
6640 - STORAGE	0.00	7,855.06	0.00	(7,855.06)	0.00
HORSETOOTH PROJECT	0.00	0.00	0.00	0.00	0.00
WATER RIGHTS	4,150,000.00	11,278,971.01	12,050,000.00	771,028.99	93.60
6700 - LAND/EASEMENTS	0.00	0.00	0.00	0.00	0.00
6710 - EASEMENTS	850.00	458,235.00	75,000.00	(383,235.00)	610.98
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	382.00	786.00	0.00	(786.00)	0.00
LAND/EASEMENTS	1,232.00	459,021.00	175,000.00	(284,021.00)	262.30
6800 - BUILDING - 32825 CR 39	0.00	0.00	0.00	0.00	0.00
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
6900 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
6910 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	6,256,963.58	14,554,811.00	31,575,000.00	17,020,189.00	46.10
BONDS					
7000 - BOND ISSUE PREMIUM	0.00	0.00	0.00	0.00	0.00
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
7100 - BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00	0.00
7110 - BOND DISCOUNT	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7200 - BONDS INTER/PRINCIPLE	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7280 - 2009A (WF 1400) NW 1052	0.00	0.00	0.00	0.00	0.00

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PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
7400 - INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
7800 - DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,670,788.07	7,045,546.18	26,699,307.00	19,653,760.82	26.39
TOTAL EXPENSES	7,061,816.50	17,653,897.82	47,911,674.00	30,257,776.18	36.85
PROFIT/LOSS	(5,391,028.43)	(10,608,351.64)	(21,212,367.00)	(10,604,015.36)	50.01

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		1,302,880.94
Add: Cash Receipts		2,452,117.50
Less: Cash Disbursements		(3,620,838.05)
Add (Less) Other		1,232,890.61
Ending GL Balance		1,367,051.00
Ending Bank Balance		4,027,125.63
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jan 23, 2025	19579 (25.45)
	Feb 11, 2025	19648 (95.00)
	Mar 10, 2025	19707 (52.00)
	Apr 3, 2025	19770 (27.06)
	Aug 21, 2025	20190 (7.87)
	Sep 30, 2025	20301 (29.94)
	Nov 19, 2025	20422 (218.27)
	Nov 19, 2025	20425 (29.94)
	Nov 25, 2025	20463 (85.41)
	Feb 11, 2026	20709 (4,457.84)
	Feb 12, 2026	20717 (10,900.91)
	Feb 17, 2026	20732 (86,541.00)
	Feb 17, 2026	20735 (13,998.58)
	Feb 23, 2026	20737 (90.42)
	Feb 27, 2026	20740 (120.26)
	Feb 27, 2026	20742 (612.00)
	Feb 27, 2026	20743 (2,136.11)
	Mar 2, 2026	20746 (6,410.00)
	Mar 2, 2026	20750 (125.00)
	Mar 3, 2026	20760 (3,252.66)
	Mar 3, 2026	20767 (2,463.41)
	Mar 9, 2026	20770 (10,342.50)
	Mar 9, 2026	20772 (4,536.69)
	Mar 10, 2026	20773 (11,166.52)
	Mar 10, 2026	20774 (3,959.11)
	Mar 10, 2026	20779 (165,525.15)
	Mar 10, 2026	20782 (2,814.82)
	Mar 10, 2026	20783 (22,648.45)
	Mar 11, 2026	20788 (942.04)
	Mar 11, 2026	20791 (21,939.29)
	Mar 11, 2026	20793 (2,550.24)
	Mar 16, 2026	20794 (7,237.63)
	Mar 16, 2026	20798 (9,700.00)
	Mar 16, 2026	20800 (167,100.00)
	Mar 16, 2026	20801 (15,000.00)
	Mar 19, 2026	20806 (6,422.00)
	Mar 19, 2026	20807 (4,387.26)
	Mar 19, 2026	20808 (153.92)
	Mar 19, 2026	20809 (8,403.50)
	Mar 19, 2026	20811 (124.56)
	Mar 19, 2026	20814 (62.28)
	Mar 19, 2026	20816 (47.94)
	Mar 19, 2026	20825 (235.51)
	Mar 20, 2026	20827 (31.14)
	Mar 20, 2026	20828 (2,710.00)
	Mar 20, 2026	20829 (1,983,020.50)
	Mar 20, 2026	20830 (850.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2026

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	Mar 20, 2026	20831	(31,735.00)	
	Mar 20, 2026	20832	(6,750.00)	
	Mar 20, 2026	20836	(28.00)	
	Mar 30, 2026	20839	(1,138.50)	
	Mar 30, 2026	20840	(8.91)	
	Mar 30, 2026	20841	(3,471.00)	
	Mar 30, 2026	20842	(231.15)	
	Mar 30, 2026	20843	(10,150.00)	
	Mar 30, 2026	20844	(189.88)	
	Mar 30, 2026	20845	(382.00)	
	Mar 30, 2026	20846	(435.00)	
	Mar 30, 2026	20847	(2,000.00)	
	Mar 30, 2026	20848	(26,521.50)	
	Mar 30, 2026	20849	(43.00)	
	Mar 30, 2026	20850	(70.00)	
Total outstanding checks				(2,666,744.12)
Add (Less) Other				
	Mar 31, 2026	MARS0322	153.30	
	Mar 29, 2026	OP0329	1,176.00	
	Mar 30, 2026	OP0330	2,332.66	
	Mar 31, 2026	OP0331	3,007.53	
Total other				6,669.49
Unreconciled difference				0.00
Ending GL Balance				1,367,051.00

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2026
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: March 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	19,482,716.53
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(1,441,445.74)</u>
Ending GL Balance	<u>18,041,270.79</u>
Ending Bank Balance	18,041,270.79
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>18,041,270.79</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2026
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: March 31, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		23,226,381.55
Add: Cash Receipts		
Less: Cash Disbursements		
Add (Less) Other		(2,783,692.79)
Ending GL Balance		20,442,688.76
Ending Bank Balance		20,442,688.76
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Total outstanding checks		
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		20,442,688.76



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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April 13, 2026

Stars & Stripes 3Q LLC, Developer
1031 Marietta St. NW Suite A
Atlanta, GA 30318

Andy Reese – Kimley-Horn & Associates Inc., Agent
3325 S Timberline Rd. Suite 130
Fort Collins, CO 80525

Subject: Water Service Request, Stars & Stripes 3Q LLC Property, 650-Lot Subdivision Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Stars & Stripes 3Q LLC shall be referred to herein as the "Developer".

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

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



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

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

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

The Developer further acknowledges and agrees that by executing this Letter of Intent, the Developer, its successors, and assigns shall be bound by and comply with the District's Rules and Regulations, as may be adopted, amended, or restated from time to time by the District's Board of Directors in its sole discretion, including without limitation the District's Water Dedication Policy. The Developer acknowledges that the District's Rules and Regulations, including the Water Dedication Policy, are subject to change and that the Developer shall remain bound by all such Rules and Regulations as they exist at the time of any applicable action or obligation.

Stars & Stripes 3Q LLC

By: _____

Name: Amanda Avery

Its: Manager

4/7/2026

Date _____



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EXHIBIT A

Parcel A:

PT 30-7-67 COM NW COR S00D09'W 3265.40 S59D41'E 524.95 N82D37'E 99.65 S70D43'E 173.00 N81D27'E 96.70 N68D03'E 641.28 N36D18'E 129.04 N09D41'E 242.37 N28D49'E 101.83 N43D51'E 115.03 N69D15'E 116.53 N75D34'E 159.24 N04D38'E 66.08 N09D21'E 79.00 N36D25'E 115.00 N47D07'E 150.00 N50D40'E 470.00 N28D13'E 115.00 N45D36'E 200.00 N34D31'E 350.00 N54D53'E 300.00 N84D54'E 300.00 S69D20'W 78.80 N85D22'E 1430.55 N00D03'E 700.00 N56D04'W 981.73 N54D01'W 336.11 THENCE W TO POB, County of Weld, State of Colorado.

Parcel B:

PT S2NE4 30-7-67 COM E1/4 COR N00D03' 399.87 TO POB N00D03' 595.5 S85D22'W 1430.55 S37D38'W 208.03 S23D06'W 442.41 N83D10'E 376.84 N37D41'E 134.21 N82D39'E 129.82 N60D37'E 128.94 N42D07'E 160.47 N61D26'E 124.54 N58D00'E 134.58 N51D51'E 160.80 N67D51'E 43.73 S74D22'E 86.04 S29D21'E 150.02 S43D16'W 161.50 S11D58'W 100.68 S26D55'E 100.12 S79D25'E 247.74 S77D16'E 103.95 N87D30'E 115.58 TO POB, County of Weld, State of Colorado.

(Street Address: 6710 CR 78, Severance, CO)

Weld County Parcel Numbers: 070530100004 & 070530100005

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

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

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	Subject to Dedication	Meter Set Fee Per Tap	\$2,400
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (4 miles)	\$2,000		
TOTAL Up-Front COSTS PER TAP		\$26,300 Full Standard Tap	
<ul style="list-style-type: none"> The amount of Raw Water to be dedicated to the District will be finalized after the Plan Review stage. A Line Extension is required to serve the 650-Lot Subdivision. The Line Extension required is approximately 0.5-miles of minimum 8-inch waterline, as shown in Exhibit D. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension and Subdivision Infrastructure. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details. The required Line Extension, and minimum 8-inch waterlines throughout the Subdivision, will provide 1,500 gpm Fire Flow to the Subdivision. Short hydrant laterals can remain 6-inch. 			
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		80 psi to 105 psi	
Maximum Pressure		110 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

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



North Weld County Water District water service is available, according to the terms of this letter, to:
Proposed 650-Lot Subdivision located at 6710 CR 78.

Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

CHANGE ORDER NO. 2

PROJECT TITLE: **NWCWD Pump Station No. 01 Repairs**
 CONTRACTOR: **Moltz Construction**
 DESCRIPTION: **(See below)**

1. Reason for change:

See Memorandum attached herein for information on changes.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:

PCO 06- Additional Security

3. Change in Contract Cost: \$5,119.00

4. Change in Contract Time: 0 calendar days for substantial completion
 Change in Contract Time: 0 calendar days for final completion

ORIGINAL CONTRACT COST	\$1,557,419.00
TOTAL APPROVED CHANGE ORDER	\$ 16,165.00
TOTAL PENDING CHANGE ORDER	\$0.00
TOTAL THIS CHANGE ORDER	\$5,119.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0.33%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	1.37%
ADJUSTED CONTRACT COST	<u><u>\$1,578,703.00</u></u>

(Assuming all change orders approved)

ACCEPTED BY: **Franklin Borst** Digitally signed by Franklin Borst
DN: C=US, E=frank@moltzconstruction.com,
O=Moltz Construction Inc., CN=Franklin Borst
Date: 2026.03.26 12:43:31-06'00' _____ DATE: _____
 Contractor's Representative

REVIEWED BY: **Jason Wooldridge** Digitally signed by Jason Wooldridge
[DN: C=US, E=jason.wooldridge@northweldservices.com,
O=Northweld, CN=Jason Wooldridge
Date: 2026.03.26 14:00:26-07'00' _____ DATE: _____
 Project Construction Manager

APPROVED BY: _____ DATE: _____
 North Weld County Water District

cc: Owner Engineer
 Contractor Project File

MEMORANDUM

DATE: March 26, 2026
TO: Eric Reckentine– North Weld County Water District
FROM: Jason Wooldridge, PE – Ditesco
RE: NWCWD Pump Station No. 01 Repairs
 Construction Contract Change Order No. 02

The information shown below summarizes items to be contained within Change Order no. 02 for the above referenced project. The change order items are summarized in the attached log with supporting documentation for each item.

Description of Changes

This change includes work to install conduit and wire for additional control devices including the following.

- Intrusion alarm switches on each entry door of the station (total of three switches).
- Water on floor/flood sensor for the station alarm.

Work includes procurement and installation of conduit and wire from the locations shown in the attached documents to the station PLC. Final instrument installation and programming shall be performed by the Districts integrator.

Change in Contract Amount

There is a net INCREASE to the contract of \$5,119. See below.

Original Contract Value				\$1,557,419.00
Previous Change Order(s)				\$16,165.00
Previous Contract Amount				\$1,573,584.00
Change Order No. 2 Summary				
Item	Description	Quantity	Unit	Amount
1	PCO- 06 Additional Security	1	LS	\$5,119.00
Change Order 02 Total				\$5,119.00
Revised contract amount (including this change order)				\$1,578,703.00
Total change order(s) as a percentage of original contract amount				1.37%

Change in Contract Time: There is a 0-day INCREASE in Contract Time.

Contract Time Summary		
Contract Milestone	Original Contract Date	New Contract Date
Substantial Completion	May 8, 2026	N/A
Total days added by change order (substantial completion):		0 calendar days

Request for Change - Moltz Construction, Inc.

Project: NWCWD - Pump Station #01 Repairs

RFC Number: 2515-006

Date Prepared: March 23, 2026

Description of Change: PCO #06 Additional Security

Reference Documents: email request

DESCRIPTION	Unit	Qty	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR		TOTAL
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
Eckstine Quote	ls	1								4875.00	4,875.00
SUBTOTALS											4,875.00

Price Valid for 15 Days

Exclusions/ Inclusions:

SUBTOTAL WITHOUT MARKUP	\$4,875.00
LABOR BURDEN	
Markup (LME)	15.0%
Subtotal	\$4,875.00
Markup (Subs)	5.0%
	\$243.75
SUBTOTAL	\$5,118.75
BOND & INSURANCE	
NET CHANGE (ACTUAL)	\$5,118.75
NET CHANGE (ROUNDED)	\$5,119.00

CONTRACTOR PCO REVIEW

 Apply cost of to pay Item 2.28 Allowance

Apply cost of \$5,119.00 to Owner Change Order Number 02

This review was performed only for general compliance with the information given in contract documents. The Contractor is responsible for verifying compliance with Article 11 of the construction contract for all proposed costs included with this PCO.

Date 3/26/26 By Jason Wooldridge

Ditesco, LLC



Eckstine Electric Co

13739 WCR 25.5
 Platteville, CO 80651
 Telephone: 970.185.0601
 Fax: 970.785.2821

Client Address:

Moltz Construction, Inc.

Contact: Frank Borst
 975 Merchant Court
 Windsor, CO 80550

CCN # 1
Date: 3/19/2026
Project Name: 30642 - NWCWD PS 1
Project Number: 30642 - NWCWD PS 1
Page Number: 1

PROPOSED CHANGE ORDER

Work Description

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs. We reserve the right to correct this quote for errors and omissions.

This price is good for acceptance within 10 days from the date of receipt. We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on drawings provided via email on 3/10/2026.

Eckstine to install the additional conduit/wire for the door intrusion switches, and a water on floor sensor (outlined in the attached drawing). The intent is to have Timber Line provide the actual devices since they included them in their direct PLC scope.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" GRC (GALV)	100	265.89	C	265.89	6.18	C	6.18
3/4" GRC MYERS HUB	1	306.61	C	3.07	25.00	C	0.25
3/4" T MALL BODY, CVR, GSKT	3	16.89	E	50.67	0.85	E	2.55
3/4" > 1/2" REDUCING BUSHING	1	144.00	C	1.44	5.00	C	0.05
3/4 CLAMPBACK 142G O-Z/GENDEY	12	62.68	C	7.52	12.50	C	1.50
3/4 1H CLAMPBACK STRAP 1475G O-Z/GENDEY	12	44.23	C	5.31	10.00	C	1.20
3/4" LT FLEX	6	169.23	C	10.15	6.19	C	0.37
3/4" LT INSUL STRAIGHT CONN	6	495.53	C	29.73	21.25	C	1.27
#14 XHHW	500	154.22	M	77.11	5.40	M	2.70
073-03-1203 STRAIN RELIEF GRIP (0.54-0.73)	1	3.79	E	3.79	0.56	E	0.56
FD 1G BOX 3/4" HUB	1	26.49	E	26.49	0.37	E	0.37
GRF10= BLANK COVER	1	25.00	E	25.00	0.07	E	0.07
Totals	644			506.17			17.08

Summary

General Materials		506.17
Material Total		506.17
Project Manager	(4.00 Hrs @ \$85.00)	340.00
Journeyman	(8.00 Hrs @ \$65.00)	520.00
Apprentice	(48.00 Hrs @ \$34.00)	1,632.00
Safety @ 3.5%	(0.60 Hrs @ \$49.50)	29.70
Cleanup @ 4.0%	(0.68 Hrs @ \$49.50)	33.66

ORIGINAL

PROPOSED CHANGE ORDER

Eckstine Electric Co

13739 WCR 25.5
Platteville, CO 80651
Telephone: 970.185.0601
Fax: 970.785.2821

Client Address:

Moltz Construction, Inc.

975 Merchant Court
Windsor, CO 80550

CCN # 1
Date: 3/19/2026
Project Name: 30642 - NWCWD PS 1
Project Number: 30642 - NWCWD PS 1
Page Number: 2

Summary (Cont'd)

Guarantee @ 3.0%	(0.51 Hrs @ \$49.50)	25.25
Labor Burden	(@ 42.000 %)	1,083.86
Subtotal		4,170.64
Overhead	(@ 10.000 %)	417.06
Markup	(@ 5.000 %)	229.39
Subtotal		4,817.09
Bond Fee		57.81
Final Adjustment	(@ 1.200 %)	0.10
Final Amount		\$4,875.00

ORIGINAL

April 13, 2026

Attention North Weld County Water District

Dear Board of Directors,

I am writing to you to request a variance for a one-year extension of our current Letter of Intent for the property located at 6247 County Road 88 in Fort Collins, Colorado. The current Letter of Intent is dated December 4, 2024, and expired one year later on December 4, 2025. We are requesting that the letter be extended an additional year to allow us to purchase the tap.

We appreciate your time and consideration of this request.

Sincerely,

Cyndi Mason

Liberty Hill Farms



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

5000372

Pages: 1 of 10

12/17/2024 10:13 AM R Fee: \$58.00

Carly Koppes, Clerk and Recorder, Weld County, CO



December 4, 2024

Liberty Hill Farms LLC, Developer
6025 CR 88
Fort Collins, CO 80524

Cyndi Mason, Agent
6025 CR 88
Fort Collins, CO 80524

Subject: Water Service Request, Liberty Hill Farms LLC Property, 2nd Residence - Single Family Residential Tap Request

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

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

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, a **Deed Restriction (if purchasing 50% Tap)**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the "Policy"). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates



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and/or fees.

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

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

Sincerely,

[Handwritten signature]

Title: President, Board of Directors

North Weld County Water District

12/9/2024
Date

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

Liberty Hill Farms LLC

By: Cynthia M. Mason
Name: Cyndi G. Mason
Its: Owner

12 | 5 | 2024
Date

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EXHIBIT A

Lot B, Recorded Exemption No. 0555-30-03 RECX13-0042 being a portion of the South ½ of Section 30, Township 8 North, Range 67 West of the 6th Principal Meridian, Weld County, Colorado, according to the map recorded February 13, 2014 at Reception No. 3996000

(Street Address: 6247 CR 88, Fort Collins, CO)

Weld County Parcel Number: 055530300026

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Carly Koppes, Clerk and Recorder, Weld County, CO





EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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

III. Under Dedicated Commercial Customer Dedication Requirements

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



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

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



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

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

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$7,100
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (5 miles)	\$2,500		
TOTAL Up-Front COSTS PER TAP		\$105,000 Full Standard Tap	\$68,250 50% Residence Tap*
*Per District Resolution No. 20210510-01, this parcel qualifies for a 50% Residence Tap because there is already a Full Tap serving the parcel (Premise # 144). Per the Resolution, a Deed Restriction will be required prior to the purchase of a 50% Residence Tap.			
See Table 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		80 psi to 90 psi	
Maximum Pressure		105 psi	

Table No. 3 – Usage Rates and Fees

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

Table No. 4 – Plant Investment Surcharge Rates

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

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Legend

- Parcels
- Highway
- County Boundary

Lot B RECX13-0042, also known as 6025 CR 88, is served by existing meter number 144.

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

Lot B RECX13-0042, also known as 6247 CR 88.



1:3,432



572.1 0 286.04 572.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

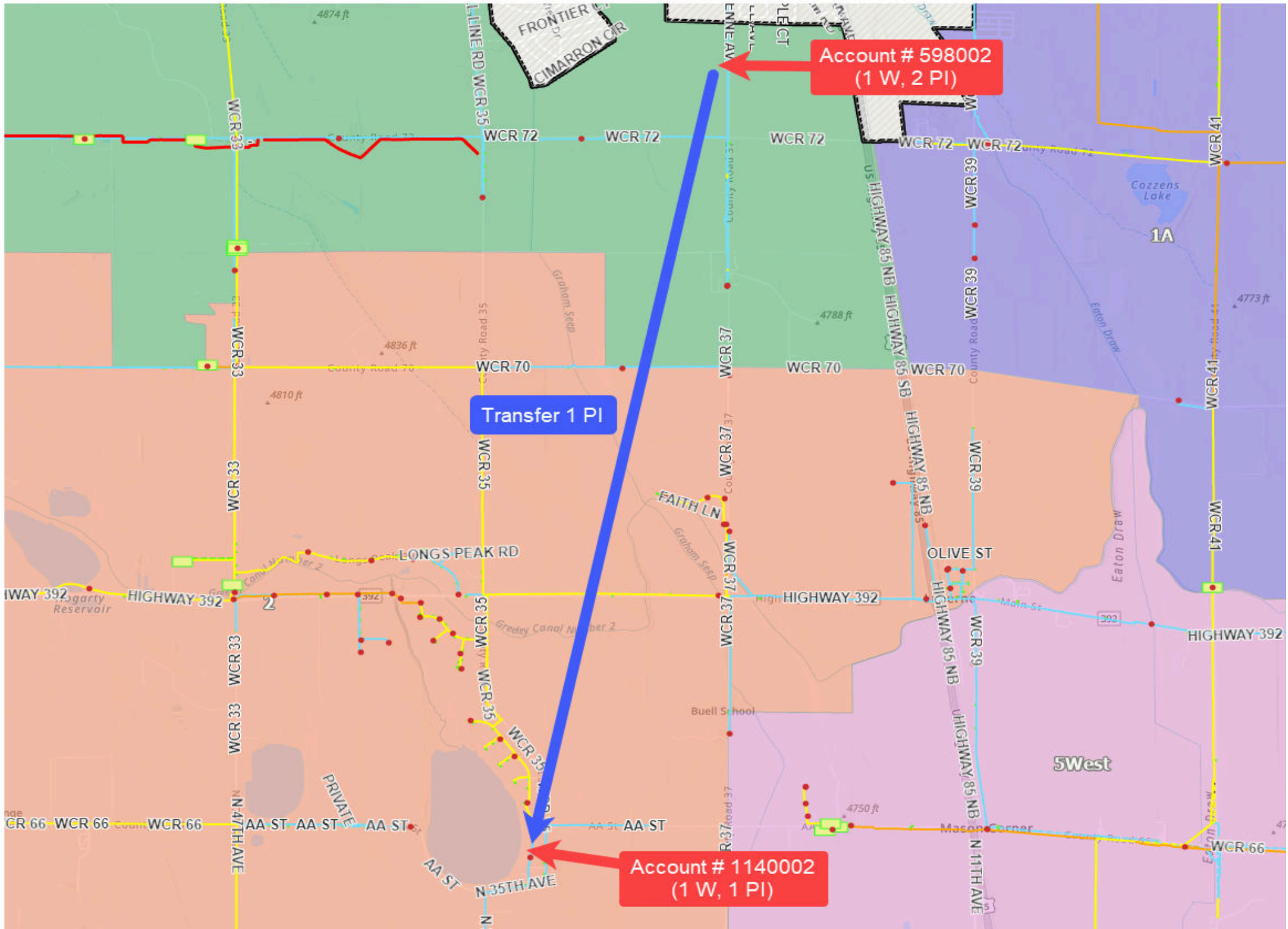
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Baessler PI Transfer



CHANGE ORDER NO. 1

PROJECT TITLE: **NWCWD Zone 1 West Waterline**
CONTRACTOR: **Reynolds Construction**
DESCRIPTION: **(See below)**

1. Reason for change:

See Memorandum attached herein for information on changes.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:

- WCD 001 - Waterline C Modifications
- 16-Inch Transition Coupling Upgrade

3. Change in Contract Cost: \$319,729.00

4. Change in Contract Time:

0
0

 calendar days for substantial completion
Change in Contract Time:

0

 calendar days for final completion

ORIGINAL CONTRACT COST	<u>\$21,895,990.00</u>
TOTAL APPROVED CHANGE ORDER	<u>\$0.00</u>
TOTAL PENDING CHANGE ORDER	<u>\$0.00</u>
TOTAL THIS CHANGE ORDER	<u>\$319,729.00</u>
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	<u>1.46%</u>
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	<u>1.46%</u>
ADJUSTED CONTRACT COST	<u>\$22,215,719.00</u>

(Assuming all change orders approved)

ACCEPTED BY: _____ DATE: _____
Contractor's Representative

REVIEWED BY: _____ DATE: _____
Project Construction Manager

APPROVED BY: _____ DATE: _____
North Weld County Water District

cc: Owner Engineer
Contractor Project File

M E M O R A N D U M

DATE: April 1, 2026
TO: Eric Reckentine– North Weld County Water District
FROM: Dan Egger, PE – Ditesco
RE: NWCWD Zone 1 West Waterline
 Construction Contract Change Order No. 01

The information shown below summarizes items to be contained within Change Order No. 01 for the above referenced project. The change order items are summarized in the attached log with supporting documentation for each item.

Description of Changes

This change includes the following work:

- Installation of additional 20-inch PVC waterline and associated work for the amended alignment around the Dunamis facilities on the Cactus Hill and Heckman parcels. See attached pricing per the unit price line items from the original contract.
- Change in the transition coupling on the 16-inch AC waterline from Romac 501 to Romac Macro HP

Change in Contract Amount

There is a net INCREASE to the contract of \$319,729.00. See below.

Original Contract Value				\$21,895,990.00
Previous Change Order(s)				\$0.00
Change Order No. 1 Summary				
Item	Description	Quantity	Unit	Amount
1	Waterline C realignment	1	LS	\$318,742.00
2	Romac transition coupling upgrade	1	LS	\$987.00
Change Order 01 Total				\$319,729.00
Revised contract amount (including this change order)				\$22,215,719.00
Total change order(s) as a percentage of original contract amount				1.46%

Change in Contract Time: There is a 0-day INCREASE in Contract Time.

Contract Time Summary		
Contract Milestone	Original Contract Date	New Contract Date
Substantial Completion	TBD	N/A
Total days added by change order (substantial completion):		0 calendar days

WCD 01 Changes					
Zone 1 West					
WATERLINE INSTALLATION					
Item No.	Description of Work	Quantity	Unit	Unit Cost	Extension
1	Mobilization	LS		238,796.00	\$ -
2	Traffic Control	LS		67,785.00	\$ -
3	Owner's Field Offices	EA		12,007.00	\$ -
4	Sediment and Erosion Control - Add 1,415'	LS	1	6,075.00	\$ 6,075.00
5	Contaminated Soils Removal and Replacement	TON		63.00	\$ -
6	Trench Stabilization - Add 1,415' / 287 CY	CY	287	120.00	\$ 34,440.00
7	Cutoff Wall	EA		5,840.00	\$ -
8	42-inch Welded Steel Waterline	LF		504.00	\$ -
9	30-inch Welded Steel Waterline	LF		436.00	\$ -
10	20-inch PVC Waterline - Add 1,415'	LF	1415	197.00	\$ 278,755.00
11	Larimer County Canal: 42-inch WSP Open Cut Installation	LF		2,127.00	\$ -
12	Larimer County Canal: 20-inch PVC Open Cut Installation	LF		1,180.00	\$ -
13	Highway 257 Tunnel: Shafts	LS		228,620.00	\$ -
14	Highway 257 Tunnel: 42-inch WSP Casing Pipe Installation	LF		2,824.00	\$ -
15	Highway 257 Tunnel: 30-inch WSP Carrier Pipe Installation	LF		905.00	\$ -
16	WCR 80: 20-inch PVC Open Cut Installation and Connection to Existing	LF		385.00	\$ -
17	WCR 13: Waterline A Connection to Existing	LS		212,875.00	\$ -
18	WCR 13: Remove and Replace Existing 36" BFV	LS		44,500.00	\$ -
19	Waterline T1 Connection to Existing	LS		165,650.00	\$ -
20	Highway 257: Waterline B Connection to Existing	LS		82,245.00	\$ -
21	WCR 78: Waterline C Connection to Existing	LS		87,460.00	\$ -
22	Combination Air Release/Air Vacuum Manhole Assembly: 42-inch Waterline	EA		83,400.00	\$ -
23	Combination Air Release/Air Vacuum Assembly: 20-inch Waterline	EA		43,465.00	\$ -
24	Blowoff Assembly: 42-inch Waterline	EA		30,450.00	\$ -
25	Blowoff Assembly: 30-inch Waterline - Deleted	EA	-1	30,923.00	\$ (30,923.00)
26	Blowoff Assembly: 20-inch Waterline	EA		19,115.00	\$ -
27	42" BFV Vault	EA		295,900.00	\$ -
28	30" BFV Vault	EA		220,720.00	\$ -
29	Waterline Filling, Hydrostatic Testing, and Dewatering - Add 1,415' of 20" PVC	LS	1	26,075.00	\$ 26,075.00
30	Silage Pit Backfill and Restoration	LS		94,660.00	\$ -
31	Seeding and Surface Restoration - Add 2.25	AC	2.25	1,920.00	\$ 4,320.00
32	Ship Loose Items	LS		21,830.00	\$ -
TANK SITE INSTALLATION					
33	Site Grading and Drainage	AC		440,010.00	\$ -
34	Pre-Stressed (AWWA D110) Tank Deferred Design	LS		86,730.00	\$ -
35	Pre-Stressed (AWWA D110) Tank Construction	LS		5,437,190.00	\$ -
36	Tank Piping and Valving (Tank to Main Lines)	LS		429,780.00	\$ -
37	24-inch PVC Tank Drain Line	LF		404.00	\$ -
38	Site Electrical and Security	LS		198,160.00	\$ -
39	Fence and Gate	LF		63.00	\$ -
TOTAL					\$ 318,742.00



Work Change Directive

NO. 01

Zone 1 West Waterline

Owner:	NWCWD	Owner's Project No.:	
Engineer:	Ditesco	Engineer's Project No.:	
Contractor:	Reynolds	Contractor's Project No.:	
Contract Name:	Zone 1 West Waterline		
Date Issued:	2/18/2026	Effective Date:	

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

REASON FOR CHANGE

The original 20-inch waterline (Waterline C) was routed near two permitted oil and gas extraction facilities. During the pre-construction phase or work, it was discovered that both facilities owned by Dunamis had planned expansions that were unknown. These expansions are within the boundaries of the permitted areas under the respective surface use agreements with the property owners. During coordination efforts with Dunamis, it has been determined that the original waterline alignment needs to be relocated outside the boundaries of the permitted areas. This change includes the realignment of the waterline around the two permitted facilities on the Cactus Hill Ranch and Heckman properties.

ATTACHMENTS

- Zone 1 West Waterline IFC Construction Drawings – Revision 1

DESCRIPTION OF WORK

The work includes the following modifications to the scope of work:

- Waterline B (30-inch WSP):
 - Profile modifications to the alignment between Station 28+43 to Station 30+90 and Station 32+60 to Station 34+09
 - Removal of one (1) blowoff from the alignment
- Waterline C (20-inch PVC):
 - Plan and profile modifications to the alignment. The alignment has been lengthened to reroute around the permitted oil and gas facilities. This change results in an additional 1,415 LF of 20-inch PVC waterline and associated surface restoration increase of 2.25 acres.
- Changes to contracted bid items:
 - Item No. 4 – Sediment and Erosion Control
 - Item No. 10 – 20-inch PVC Waterline
 - Item No. 25 – Blowoff Assembly: 30-inch Waterline
 - Item No. 29 – Waterline Filling, Hydrostatic Testing, and Dewatering
 - Item No. 31 – Seeding and Surface Restoration



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

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

Contract Price: \$ [price]	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated
Contract Time: [number of days] Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Unit Price	<input type="checkbox"/> Cost of the Work	<input type="checkbox"/> Other
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RECOMMENDED BY ENGINEER

By:

Title:

Date:

AUTHORIZED BY OWNER

By:

Title:

Date:

Dan Egger

From: Tony Grasso <Tony.Grasso@reynoldscon.com>
Sent: Friday, March 27, 2026 1:06 PM
To: Dan Egger
Cc: Robbie Barrozo; John P. Connolly
Subject: Re: Romac Couplings

From Ferguson:

For the 16" coupling what we quoted was \$1331.25 to switch to the **MACRO it will be \$2,317.54.**

Guess I was a bit off glancing at these numbers. Delta of \$986.29

Tony Grasso
Reynolds Construction, LLC
970-413-1639

From: Dan Egger <dan.egger@ditescoservices.com>
Sent: Friday, March 27, 2026 12:31 PM
To: Tony Grasso <Tony.Grasso@reynoldscon.com>
Cc: Robbie Barrozo <robbie.barrozo@ditescoservices.com>; John P. Connolly <JP.Connolly@reynoldscon.com>
Subject: Re: Romac Couplings

WARNING: This email originated outside of Reynolds Construction from dan.egger@ditescoservices.com. DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.



I can add it into WCD final pricing. Can you send me the exact numbers we need for the increase.

Dan Egger, PE
Project Manager

Ditesco, an ESP Company

Fort Collins: 2133 S. Timberline Rd, Suite 110, Fort Collins, CO 80525
Loveland: 3875 Mountain Lion Dr, Second Floor, Loveland, CO 80537

O: 970.632.5068 | **C:** 970.817.8910
dan.egger@ditescoservices.com | Learn more at ditescoservices.com

ditesco
an ESP COMPANY



Ditesco is part of the ESP Enterprise of Companies. Learn more at www.espassociates.com

This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited.

From: Tony Grasso <Tony.Grasso@reynoldscon.com>
Sent: Friday, March 27, 2026 12:29:29 PM

To: Dan Egger <dan.egger@ditescoservices.com>

Cc: Robbie Barrozo <robbie.barrozo@ditescoservices.com>; John P. Connolly <JP.Connolly@reynoldscon.com>

Subject: Re: Romac Couplings

Dan - The price for the Romac Macro HP is almost twice the cost of the XR501 (~\$1,400). How would like us to incorporate this change?

Tony Grasso

Reynolds Construction, LLC

970-413-1639

From: Dan Egger <dan.egger@ditescoservices.com>

Sent: Friday, March 27, 2026 8:02 AM

To: Tony Grasso <Tony.Grasso@reynoldscon.com>

Cc: Robbie Barrozo <robbie.barrozo@ditescoservices.com>

Subject: Romac Couplings

WARNING: This email originated outside of Reynolds Construction from dan.egger@ditescoservices.com. DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.

Tony,

I requested a Revise and Resubmit for the Romac couplings.

For the 12" coupling from PVC to AC, please submit the Romac XR501. This is what was originally called out on the connection detail. The existing AC line is pressure class 150 and has an O.D. of 14.08 – 14.38. The XR501 is a superior product and will work better for this connection.

For the 16" coupling from PVC to AC, please submit the Romac Macro HP. This is different than what was called out on the connection detail, so please let me know if there is a cost implication. The existing AC line is pressure class 100 and has an O.D. of 17.54 – 17.94. The 501 coupling may work, however I reviewed with Garret and he is concerned that this coupling would be very difficult to install if it is not perfectly sized. The Macro HP has a much larger range of O.D. acceptance and will be a superior product.

Let me know if you have any questions.

Thanks,

Dan

Dan Egger, PE

Project Manager

Ditesco, an ESP Company

Fort Collins: 2133 S. Timberline Rd, Suite 110, Fort Collins, CO 80525

Loveland: 3875 Mountain Lion Dr, Second Floor, Loveland, CO 80537

O: 970.632.5068 | **C:** 970.817.8910

dan.egger@ditescoservices.com | Learn more at ditescoservices.com

ditesco
an ESP COMPANY



WATER LEASE AGREEMENT

THIS AGREEMENT, made this 31 day of March 2026 (the "Effective Date"), by and between the North Weld County Water District, ("District" or "Lessor") and Stephanie Brocker and John Brocker ("Lessee").

RECITALS

WHEREAS, Lessor owns one quarter (0.25) share of the Water Supply and Storage Company (the "Company") represented by Stock Certificate No 6969 (0.25 share) (the "Share"); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 18.5 acres of the farm identified at 9784 Weld County Road 80 in Weld County, CO (the "Brocker Farm"); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2026. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the "Water". The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2026.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Brocker Farm for purposes of revegetating 18.5 acres pursuant to the Dry Up Covenant between the parties.
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2026, which amount is equal to \$3,500.00 per share plus a 10% management fee for a total of \$963.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.

7. **Payment.** Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date, Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.
8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force

majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If

Lessee sells the Brocker Farm, then Lessee may assign this Agreement to the purchaser of the Brocker Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water to irrigation of the Brocker Farm. An assignment of this Agreement to the purchaser of the Brocker Farm will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Brocker Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Brocker Farm, c) signed by both Lessee and the purchaser of the Brocker Farm, d) accompanied by a copy of the deed transferring the Brocker Farm from Lessee to the purchaser of the Brocker Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor Bears No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

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

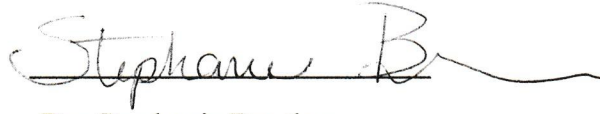
To Lessee: Stephanie and John Brocker
9784 Weld County Road 80
Fort Collins, CO 80524

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

A handwritten signature in cursive script, appearing to read "Stephanie Brocker", with a long horizontal flourish extending to the right.

By: Stephanie Brocker

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

WATER LEASE AGREEMENT

THIS AGREEMENT, made this 31st day of March 2026 (the "Effective Date"), by and between the North Weld County Water District, ("District" or "Lessor") and Alan Feit ("Lessee").

RECITALS

WHEREAS, Lessor owns one quarter (0.25) share of the Water Supply and Storage Company (the "Company") represented by Stock Certificate No 6966 (0.25 share) (the "Share"); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 12.1 acres of the farm identified at 14363 County Road 80, Eaton, CO (the "Feit Farm"); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2026. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the "Water". The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2026.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Feit Farm for purposes of revegetating 12.1 acres pursuant to the Dry Up Covenant between the parties.
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2026, which amount is equal to \$3,500.00 per share plus a 10% management fee for a total of \$963.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such

invoice has been issued. If Lessee does not make the required payment by the due date, Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law

or administrative practice concerning water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Fiet Farm, then Lessee may assign this Agreement to the purchaser of the Fiet Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of

the Water to irrigation of the Feit Farm. An assignment of this Agreement to the purchaser of the Feit Farm will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Feit Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Feit Farm, c) signed by both Lessee and the purchaser of the Feit Farm, d) accompanied by a copy of the deed transferring the Feit Farm from Lessee to the purchaser of the Feit Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor Bears No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Lessor:

North Weld County Water District

P.O. Box 56
Lucerne, CO 80646

To Lessee: Alan Feit
14363 County Roat 80
Eaton, CO 80615

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



By: Alan Feit

3-31-2026

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

WATER LEASE AGREEMENT

THIS AGREEMENT, made this 27th day of March 2026 (the "Effective Date"), by and between the North Weld County Water District, ("District" or "Lessor") and Christensen Livestock Co. LLP ("Lessee").

RECITALS

WHEREAS, Lessor owns a half (1.5) shares of the Water Supply and Storage Company (the "Company") represented by Stock Certificate No 6836 (1.5 share) (the "Share"); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 25 acres of the farm identified at 1630 N Fork Ct Fort Collins, CO, 80524-8300 and 40 acres of the farm identified at 920 N CR 5, Fort Collins CO, 80524 ("Farm"); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2026. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the "Water". The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2026.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Farm.
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2026, which amount is equal to \$3,500.00 per share, plus a 10% management fee for a total of \$5,775.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date,

Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream

flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Farm, then Lessee may assign this Agreement to the purchaser of the Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water to irrigation of the Farm. An assignment of this Agreement to the purchaser of the Farm

To Lessee: Christensen Livestock Co. LLP
Attn: Frank Christensen
1630 N Fork Ct
Fort Collins, CO, 80524-8300

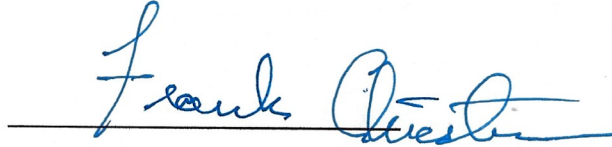
Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHRISTENSEN LIVESTOCK CO. LLP



By: Frank Christensen

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

CONSENT AGREEMENT

This CONSENT AGREEMENT (“**Agreement**”) is executed by DUNAMIS ENERGY OPERATING, LLC, a Delaware limited liability company (“**Operator**”), for the benefit of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District**”). Operator and District are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

A. Operator is an operator of property owned by Marvin L. Heckman, Sr. and Dorothy A. Heckman (collectively, “**Owner**”) (the “**Property**”), pursuant to that certain Easement, Right-of-Way, and Surface Use Agreement recorded April 6, 2017 at Reception No. 4292034, as amended by that certain First Amendment to Surface Use Agreement recorded April 24, 2019 at Reception No. 4483778 (collectively, the “**Surface Use Agreement**”), which Surface Use Agreement was recorded in the real property records of the Clerk and Recorder of Weld County, Colorado.

B. Pursuant to that certain Assignment and Bill of Sale recorded October 29, 2025 at Reception No. 5062237 in the real property records of the Clerk and Recorder of Weld County, Colorado, Extraction Oil & Gas, Inc., a Delaware corporation, assigned all its right, title, and interest in, to, and under the Surface Use Agreement to Operator.

C. District and Owner have entered into and recorded the following easements in the real property records of the Clerk and Recorder of Weld County, Colorado: (1) Amended and Restated Permanent Water Easement Agreement recorded February 10, 2026 at Reception No. 5082086 (“**Permanent Easement**”), and (2) Amended and Restated Temporary Construction Easement Agreement recorded February 10, 2026 at Reception No. 5082087 (“**Temporary Easement**”) (Permanent Easement and Temporary Easement are collectively referred to herein as the “**Easement**”).

D. Some or all of the Redefined Easement Area and Redefined Temporary Easement Area, as described in the Permanent Easement and the Temporary Easement, respectively (Redefined Easement Area and Redefined Temporary Easement Area are collectively referred to herein as the “**Easement Area**”), burdens or affects portions of the Property covered by the Surface Use Agreement. The Easement Area for the Easement is attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**, respectively. Operator’s Oil and Gas Operations Area, as defined in the Surface Use Agreement, is depicted on and incorporated herein as **Exhibit C**.

E. District intends to construct, operate, maintain, and access a water pipeline (“**Water Pipeline**”) on the Property, and Operator is willing to consent to District’s Water Pipeline operations and activities on the Property, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to the Operation and Location of the Water Pipeline. Operator hereby consents to the operation and location of the Water Pipeline on the Property. District shall be solely responsible for the construction, maintenance, operation, and removal of the Water Pipeline.

2. Non-Interference. The Parties shall reasonably cooperate so as to not materially interfere with each other’s facilities on the Property or each other’s access to such facilities.

3. No Oil and Gas Operations in the Easement Area. Operator shall not locate any culverts, well sites, wellheads, pits, fencing, gates, cattle guards, access roads, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary facilities or property, separators, tank batteries, modular large volume tanks (MLVTs), lease automatic custody transfer units (LACT), electrical lines, utility lines, or any other facility or property on the surface of the Easement Area. Notwithstanding the above, Operator may construct or install temporary above ground water lines, temporary above ground completion fluid pipelines, temporary compressor stations, temporary re-pressurization units, and temporary air or sound monitoring devices (collectively, the “**Temporary Structures**”) on the Easement Area, and Operator agrees to give reasonable advance notice to District of the construction or installation of such Temporary Structures and to reasonably cooperate with District to avoid injuries or damages to District’s facilities or properties, including the Water Pipeline, so long as the construction, repairs, maintenance, improvements, and any other related activities for the Temporary Structures do not endanger the Improvements or interfere with the District’s use of the Easement Area as provided for herein. The Parties agree to reasonably cooperate with each other in the event that Operator desires to construct or install any of the Temporary Structures in order to avoid injuries or damage to the Temporary Structures and the Improvements (as defined in the Permanent Easement).

Operator shall not construct or locate any pipeline or any other facility or property (except for oil and gas wells as provided below) (collectively, the “**Permanent Structures**”) underground within the Easement Area or interfere with the Improvements (as defined in the Permanent Easement); provided, however, after District’s completion of initial installation of Improvements (as defined in the Permanent Easement) within the Easement Area and subject to District’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, Operator may construct or install one or more underground pipelines (the “**Underground Pipelines Work**”) crossing the Easement Area so long as the construction, repairs, maintenance, improvements, and any other related activities for the underground pipelines do not endanger the Improvements or interfere with the District’s use of the Easement Area. Prior to any Underground Pipelines Work, Operator shall be required to provide plans to District for such Underground Pipelines Work and any other information required by District, obtain prior approval from District in its reasonable discretion based, in part, on Operator’s adherence to the potable water mains and services in relation to other utilities portion of the then-current version of the District’s Potable Water Distribution System Design Criteria and Standards.

In the event that District constructs, installs, operates, maintains, repairs, alters, enlarges, relocates, or manages the Improvements, and/or any appurtenances or facilities thereto (collectively, the “**Improvements Work**”), and any such Improvements Work could reasonably be expected to affect Operator, except in the event of emergency Improvements Work, District agrees to give reasonable advance notice to Operator of such Improvements Work and to reasonably cooperate with Operator to avoid injuries or damages to Operator’s facilities or properties. Any expenses or damage caused to Operator’s facilities or properties by any emergency Improvements Work shall not be chargeable to the District.

For the avoidance of doubt, Operator shall retain all rights related to existing and future oil and gas wells in the Oil and Gas Operations Area that cross the subsurface of the Easement Area, including without limitation rights to drill, complete, operate, produce, and maintain oil and gas wells; provided, however, Operator agrees to locate any future oil and gas wells and perform any drilling, completion, operation, production, or maintenance of the existing or future oil and gas wells at a distance of greater than ten (10) feet below any of District’s facilities or properties, including the Water Pipeline.

4. Ingress and Egress.

a) Except during active drilling operations, District shall have rights of ingress and egress over the Oil and Gas Operations Area; provided, however, District shall not use any equipment weighing 15,000 pounds or more on the Oil and Gas Operations Area and District shall not endanger the Operator's facilities or interfere with the Operator's use of the Oil and Gas Operations Area. District shall not otherwise have any right to use the Oil and Gas Operations Area without the prior written consent of Operator, which consent shall not be unreasonably withheld, delayed, or conditioned.

b) After District's completion of initial installation of Improvements (as defined in the Permanent Easement) within the Easement Area, Operator shall have rights of ingress and egress over the Easement Area; provided, however, Operator shall not use any equipment weighing 15,000 pounds or more on the Easement Area and Operator shall not endanger the Improvements or interfere with the District's use of the Easement Area as provided for herein.

5. Notices. All notices to either Party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses as follows:

DISTRICT:

North Weld County Water District
Attn: General Manager
P.O. Box 56
Lucerne, Colorado 80646
Telephone: 970-356-3020

OPERATOR:

Dunamis Energy Operating, LLC
Attn: General Manager
999 18th Street, Suite 2301N
Denver, Colorado 80202
Emergency Telephone: 303-324-8812

6. Successors and Assigns. This Agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the Parties to this Agreement.

7. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement.

8. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado, without regard to principles of conflict of laws, which if applied, might require the application of the laws of another jurisdiction.

9. No Third-Party Beneficiaries. Except as expressly set forth herein, this Agreement and the consent granted herein is for the sole and exclusive benefit of District and shall not create a third-party beneficiary relationship with, or cause of action in favor of, any third party.


10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if

such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

(Signature on following page)

OPERATOR:

DUNAMIS ENERGY OPERATING, LLC,
a Delaware limited liability company

By: 
Name: Jordan J. Mattson
Title: VP-Land

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2ND day of APRIL, 2026 by JORDAN MATTSON as V.P. LAND of Dunamis Energy Operating, LLC, a Delaware limited liability company.

(Seal)


Notary Public

My Commission Expires: 2/13/2030

CRISTINA CARRASCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184007123
MY COMMISSION EXPIRES 02/13/2030

DISTRICT:

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

ATTEST:

J.G. Milne, Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, 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
Redefined Easement Area
(Permanent Easement)
Attached



PARCEL DESCRIPTION
Heckman Waterline Easement

A tract of land, being part of that parcel of land described in Quitclaim Deed as recorded September 21, 2021 as Reception No. 4757973 of the Records of the Weld County Clerk and Recorder, situate in the East Half (E1/2) of Section Twenty (20), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 20 and assuming the east line of the Northeast Quarter as bearing North 01°06'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,638.94 feet, monumented by a #6 rebar with a 3.25" aluminum cap (illegible) on the south end and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 10855 on the north end and with all other bearings contained herein relative thereto;

THENCE South 89°52'05" West, along the north line of Section 20, a distance of 152.97 feet;
THENCE South 00°17'43" East a distance of 30.00 feet to the south Right-of-Way line of Weld County Road 80, and the POINT OF BEGINNING;
THENCE along the westerly line of that parcel described in Right-of-Way grant as recorded March 21, 2022 as reception number 4811503 of the records of the Weld County Clerk and Recorder (WCCR) the following three courses;
THENCE South 00°17'43" East a distance of 82.72 feet;
THENCE South 15°17'43" East a distance of 68.85 feet;
THENCE South 00°29'17" East a distance of 1,503.82 feet;
THENCE North 89°49'51" West a distance of 536.95 feet;
THENCE South 00°10'09" West a distance of 897.21 feet;
THENCE South 47°30'53" East a distance of 276.07 feet;
THENCE South 00°05'10" East a distance of 664.36 feet;
THENCE South 64°26'00" East a distance of 240.87 feet to the southeasterly line of pipeline easement and Right-of-Way grant recorded October 18, 2019 as reception number 4533502 of the WCCR;
THENCE North 25°34'00" East, along said southeasterly line, a distance of 15.00 feet;
THENCE South 64°26'00" East a distance of 45.00 feet;
THENCE South 25°34'00" West a distance of 45.00 feet;
THENCE North 64°26'00" West a distance of 15.00 feet;
THENCE South 25°34'00" West a distance of 927.64 feet;
THENCE North 89°29'52" West a distance of 143.54 feet;
THENCE South 01°50'04" West a distance of 30.01 feet;
THENCE North 89°29'52" West a distance of 30.01 feet;
THENCE South 01°50'04" West a distance of 730.96 feet;
THENCE North 89°47'22" East a distance of 30.02 feet;
THENCE South 01°50'04" West a distance of 30.02 feet;
THENCE North 89°47'22" East a distance of 788.62 feet to the west Right-of-Way line of State Highway 257 and the beginning Point of a Curve (PC), non-tangent to the aforesaid line;
THENCE along said westerly Right-of-Way the following two courses;
THENCE along the arc of a curve concave to the east a distance of 5.20 feet, having a Radius of 11,510.00 feet, a Delta of 00°01'33" and is subtended by a Chord that bears South 01°31'11" East a distance of 5.20 feet;
THENCE South 44°15'14" West along a line non-tangent to the aforesaid curve a distance of 34.75 feet to the north line of pipeline Right-of-Way Grant as recorded May 28, 2014 as reception number 4019078 of the WCCR;
THENCE South 89°47'22" West, along said north line, a distance of 825.51 feet to the east line of reception number 4533502;
THENCE along the easterly line of reception number 453502 the following three courses;
THENCE North 01°50'04" East a distance of 851.39 feet;
THENCE South 89°29'52" East a distance of 183.77 feet;
THENCE North 25°34'00" East a distance of 908.55 feet;



THENCE North 64°26'00" West a distance of 259.74 feet;
THENCE North 00°05'10" West a distance of 670.05 feet;
THENCE North 47°30'53" West a distance of 276.15 feet;
THENCE North 00°10'09" East a distance of 940.47 feet;
THENCE South 89°49'51" East a distance of 536.61 feet;
THENCE North 00°29'17" West a distance of 1,469.57 feet;
THENCE North 15°17'43" West a distance of 68.90 feet;
THENCE North 00°17'43" West a distance of 86.76 feet to the south Right-of-Way line of Weld County Road 80;
THENCE North 89°52'05" East, along said south line, a distance of 30.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 214,778 Square Feet or 4.931 Acres, more or less (±).

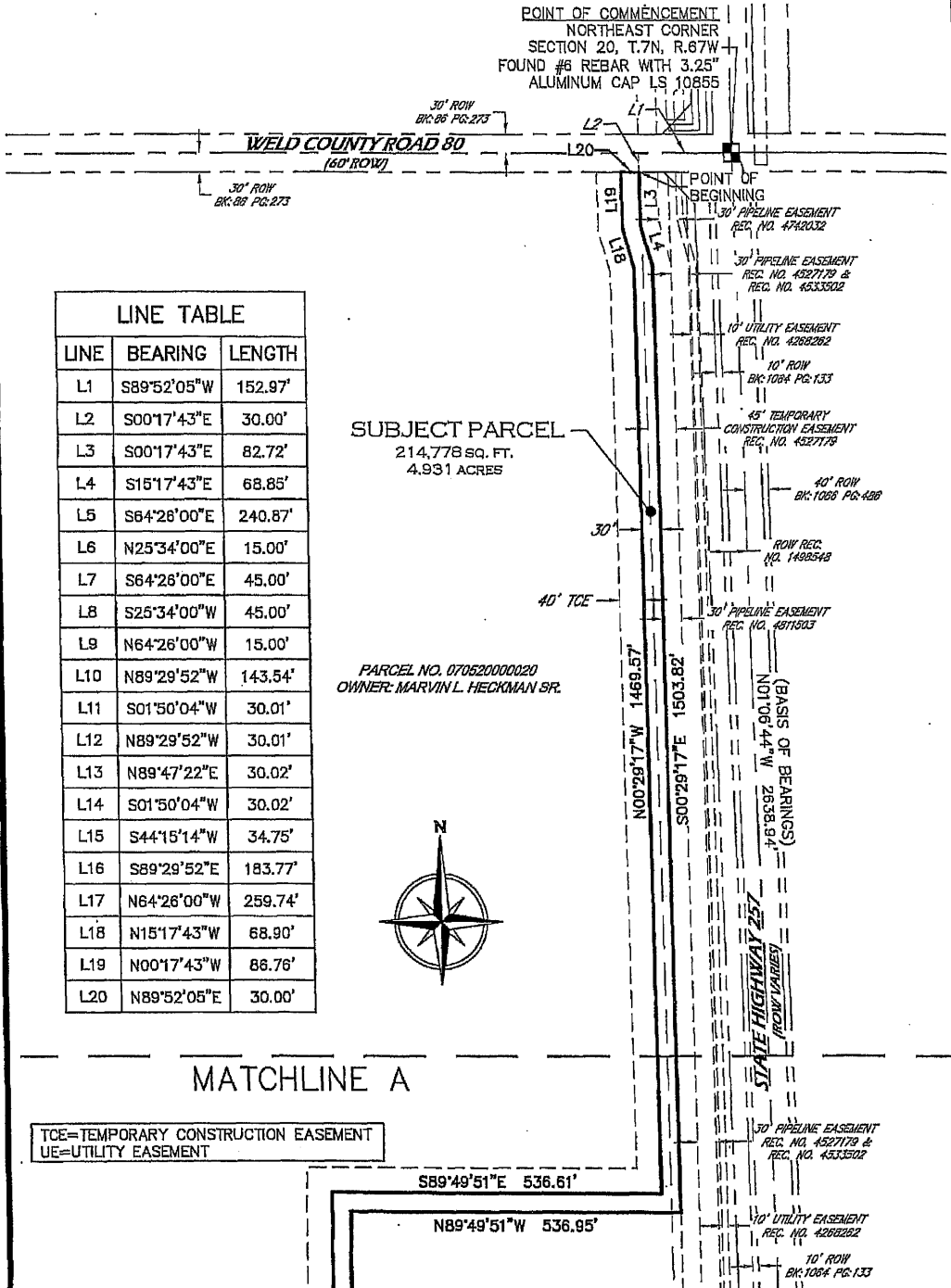
SURVEYORS STATEMENT

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



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





LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'05"W	152.97'
L2	S00°17'43"E	30.00'
L3	S00°17'43"E	82.72'
L4	S15°17'43"E	68.85'
L5	S64°28'00"E	240.87'
L6	N25°34'00"E	15.00'
L7	S64°28'00"E	45.00'
L8	S25°34'00"W	45.00'
L9	N64°26'00"W	15.00'
L10	N89°29'52"W	143.54'
L11	S01°50'04"W	30.01'
L12	N89°29'52"W	30.01'
L13	N89°47'22"E	30.02'
L14	S01°50'04"W	30.02'
L15	S44°15'14"W	34.75'
L16	S89°29'52"E	183.77'
L17	N64°26'00"W	259.74'
L18	N15°17'43"W	68.90'
L19	N00°17'43"W	86.76'
L20	N89°52'05"E	30.00'

SUBJECT PARCEL
214,778 sq. ft.
4.931 ACRES

PARCEL NO. 070520000020
OWNER: MARVIN L. HECKMAN SR.

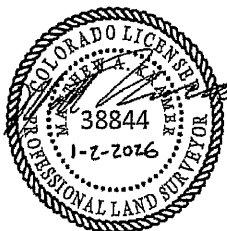


MATCHLINE A

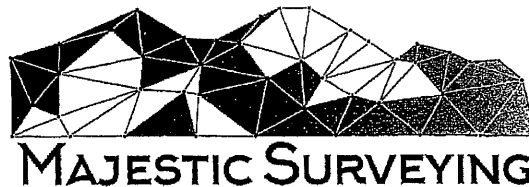
TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

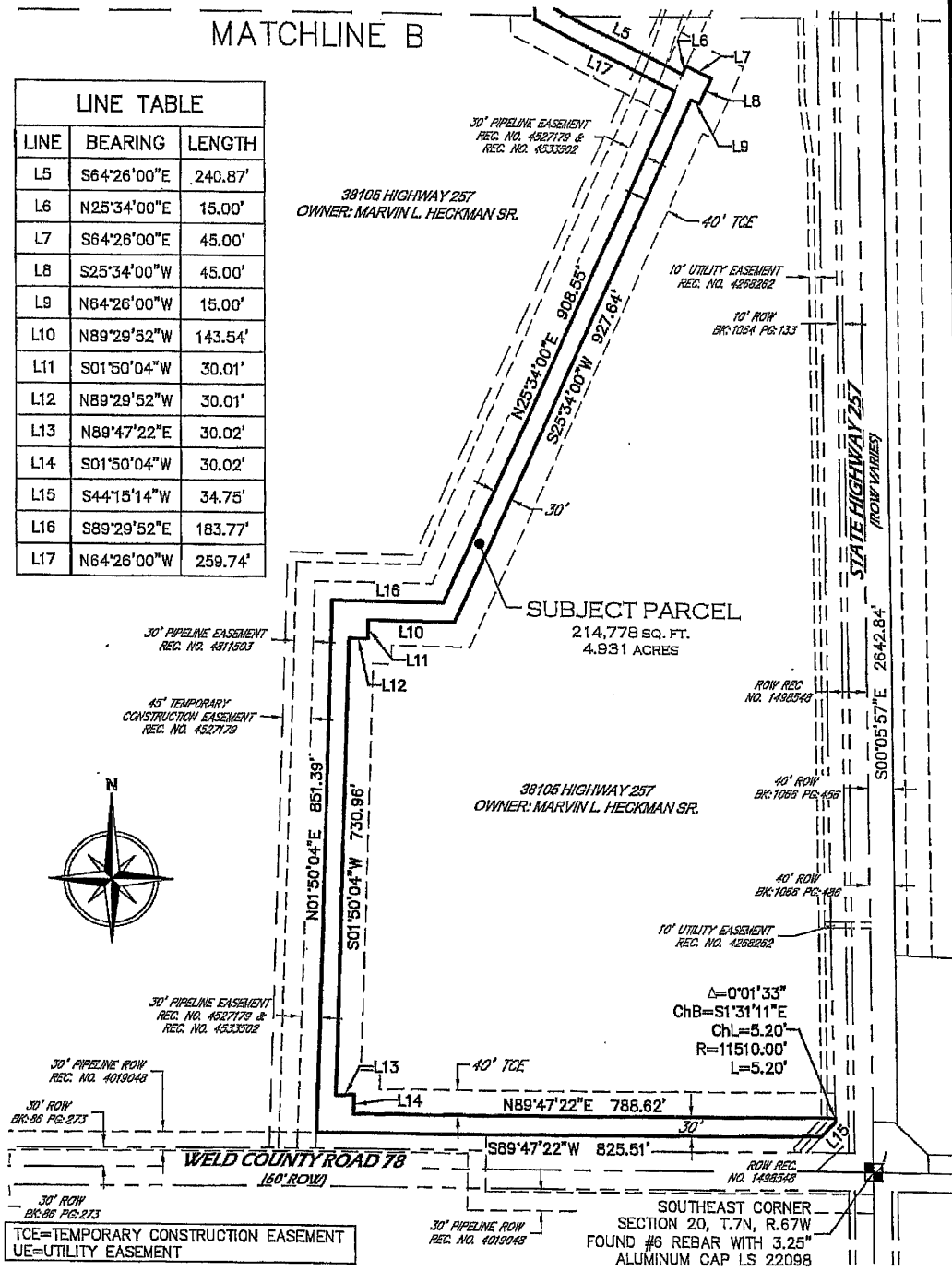


PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 1-2-2026 SCALE: 1"=200'

5082086 Pages: 24 of 26
02/10/2026 12:58 PM R Fee: \$43.00
Carly Kopps, Clerk and Recorder, Weld County, CO

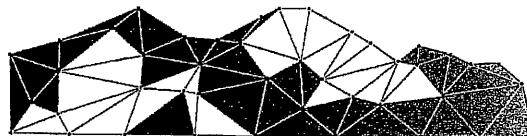
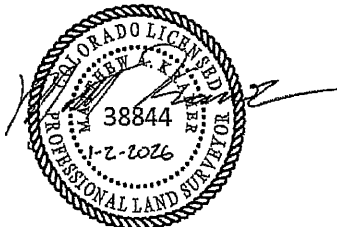
MATCHLINE B

LINE TABLE		
LINE	BEARING	LENGTH
L5	S64°26'00"E	240.87'
L6	N25°34'00"E	15.00'
L7	S64°26'00"E	45.00'
L8	S25°34'00"W	45.00'
L9	N64°26'00"W	15.00'
L10	N89°29'52"W	143.54'
L11	S01°50'04"W	30.01'
L12	N89°29'52"W	30.01'
L13	N89°47'22"E	30.02'
L14	S01°50'04"W	30.02'
L15	S44°15'14"W	34.75'
L16	S89°29'52"E	183.77'
L17	N64°26'00"W	259.74'



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



MAJESTIC SURVEYING

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 1-2-2026 SCALE: 1"=200'

5082086 Pages: 26 of 26
02/10/2026 12:58 PM R Fee:\$43.00
Carly Koppen, Clerk and Recorder, Weld County, CO

Exhibit B
Redefined Temporary Easement Area
(Temporary Easement)
Attached



PARCEL DESCRIPTION
Heckman Temporary Construction Easement

A tract of land, being part of that parcel of land described in Quitclaim Deed as recorded September 21, 2021 as Reception No. 4757973 of the Records of the Weld County Clerk and Recorder, situate in the East Half (E1/2) of Section Twenty (20), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 20 and assuming the east line of the Northeast Quarter as bearing North 01°06'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,638.94 feet, monumented by a #6 rebar with 3.25" aluminum cap (illegible) on the south end and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 10855 on the north end and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°52'05" West, along the north line of Section 20, a distance of 182.97 feet;
THENCE South 00°17'43" East a distance of 30.00 feet to the south Right-of-Way line of Weld County Road 80, and the POINT OF BEGINNING;
THENCE South 00°17'43" East a distance of 86.76 feet;
THENCE South 15°17'43" East a distance of 68.90 feet;
THENCE South 00°29'17" East a distance of 1,469.57 feet;
THENCE North 89°49'51" West a distance of 536.61 feet;
THENCE South 00°10'09" West a distance of 940.47 feet;
THENCE South 47°30'53" East a distance of 276.15 feet;
THENCE South 00°05'10" East a distance of 670.05 feet;
THENCE South 64°26'00" East a distance of 259.74 feet to a point on the southeasterly line of pipeline easement and Right-of-Way grant recorded October 18, 2019 as reception number 4533502 of the WCCR, said point herein referred to as *POINT A*;
THENCE South 25°34'00" West, along said southeasterly line, a distance of 40.00 feet;
THENCE North 64°26'00" West a distance of 284.91 feet;
THENCE North 00°05'10" West a distance of 677.65 feet;
THENCE North 47°30'53" West a distance of 276.26 feet;
THENCE North 00°10'09" East a distance of 998.14 feet;
THENCE South 89°49'51" East a distance of 536.15 feet;
THENCE North 00°29'17" West a distance of 1,423.91 feet;
THENCE North 15°17'43" West a distance of 68.97 feet;
THENCE North 00°17'43" West a distance of 92.14 feet to the south Right-of-Way line of Weld County Road 80;
THENCE North 89°52'05" East, along said south line, a distance of 40.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL B:

COMMENCING at aforementioned *POINT A*;
THENCE North 25°34'00" East, along the southeasterly line of Reception Number 4533502, a distance of 45.00 feet to the POINT OF BEGINNING;
THENCE North 25°34'00" East, continuing along said southeasterly line, a distance of 40.00 feet;
THENCE South 64°26'00" East a distance of 85.00 feet;
THENCE South 25°34'00" West a distance of 125.00 feet;
THENCE North 64°26'00" West a distance of 15.00 feet;
THENCE South 25°34'00" West a distance of 913.09 feet;
THENCE North 89°29'52" West a distance of 129.91 feet;
THENCE South 01°50'04" West a distance of 30.01 feet;
THENCE North 89°29'52" West a distance of 30.01 feet;
THENCE South 01°50'04" West a distance of 650.47 feet;
THENCE North 89°42'59" East a distance of 30.02 feet;



THENCE South 01°50'04" West a distance of 30.02 feet;
THENCE North 89°47'22" East a distance of 746.34 feet to the west Right-of-Way line of State Highway 257 and the beginning Point of a Curve (PC), non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the east a distance of 40.01 feet, having a Radius of 11,510.00 feet, a Delta of 00°11'57" and is subtended by a Chord that bears South 01°24'26" East a distance of 40.01 feet ;
THENCE South 89°47'22" West, along a line non-tangent to aforesaid curve, a distance of 788.62 feet;
THENCE North 01°50'04" East a distance of 30.02 feet;
THENCE South 89°42'59" West a distance of 30.02 feet;
THENCE North 01°50'04" East a distance of 731.00 feet;
THENCE South 89°29'52" East a distance of 30.01 feet;
THENCE North 01°50'04" East a distance of 30.01 feet;
THENCE South 89°29'52" East a distance of 143.54 feet;
THENCE North 25°34'00" East a distance of 927.64 feet;
THENCE South 64°26'00" East a distance of 15.00 feet;
THENCE North 25°34'00" East a distance of 45.00 feet;
THENCE North 64°26'00" West a distance of 45.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 285,340 Square Feet or 6.550 Acres, more or less (±).

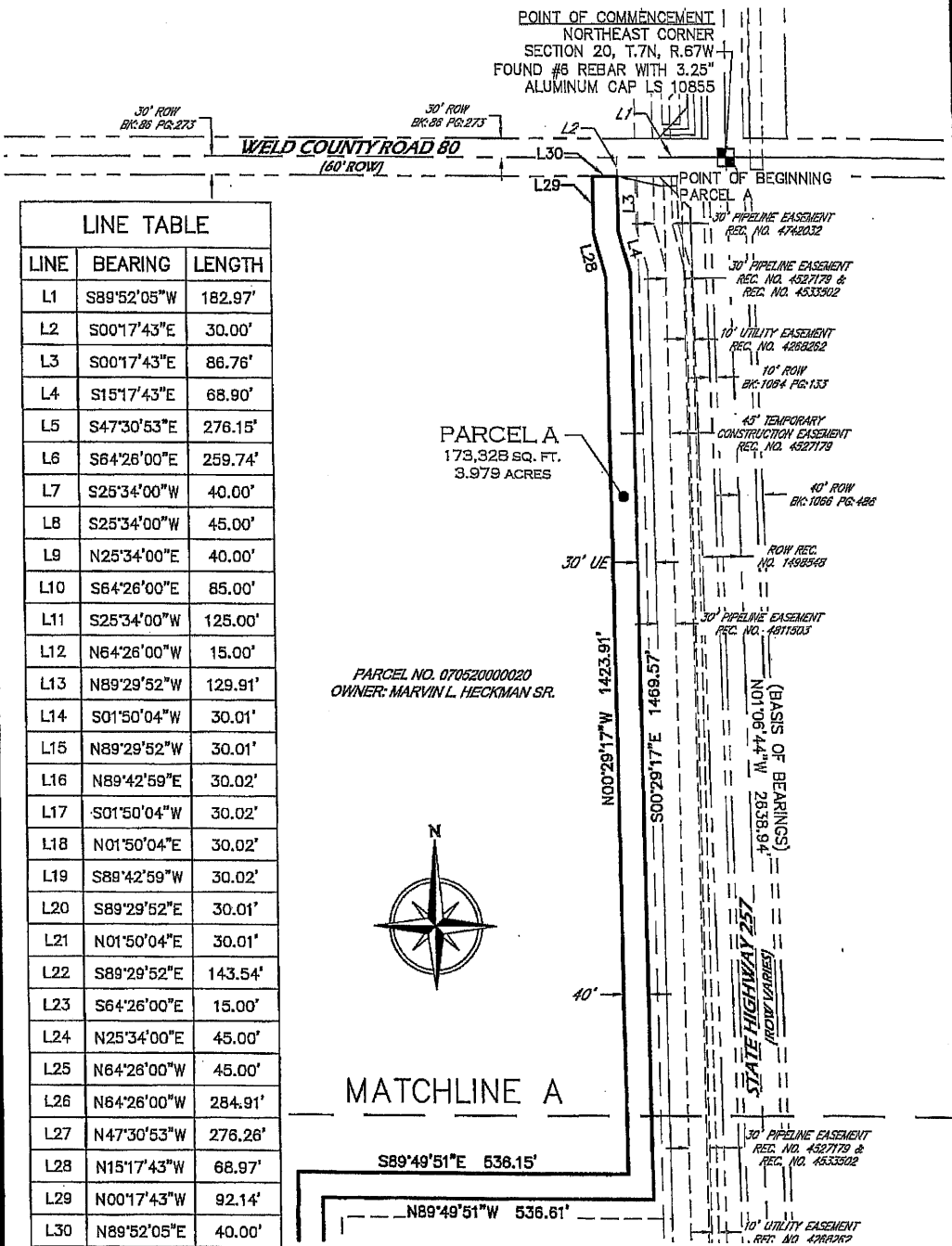
SURVEYORS STATEMENT

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



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



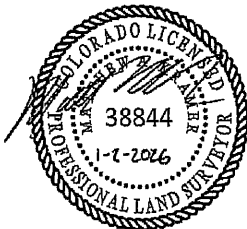


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 Carly Koppes, Clerk and Recorder, Weld County, CO

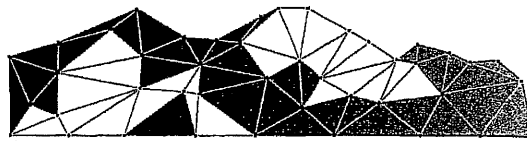
Pages: 23 of 25

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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Matthew A. Kramer, PLS 38844
 On behalf of Majestic Surveying, LLC



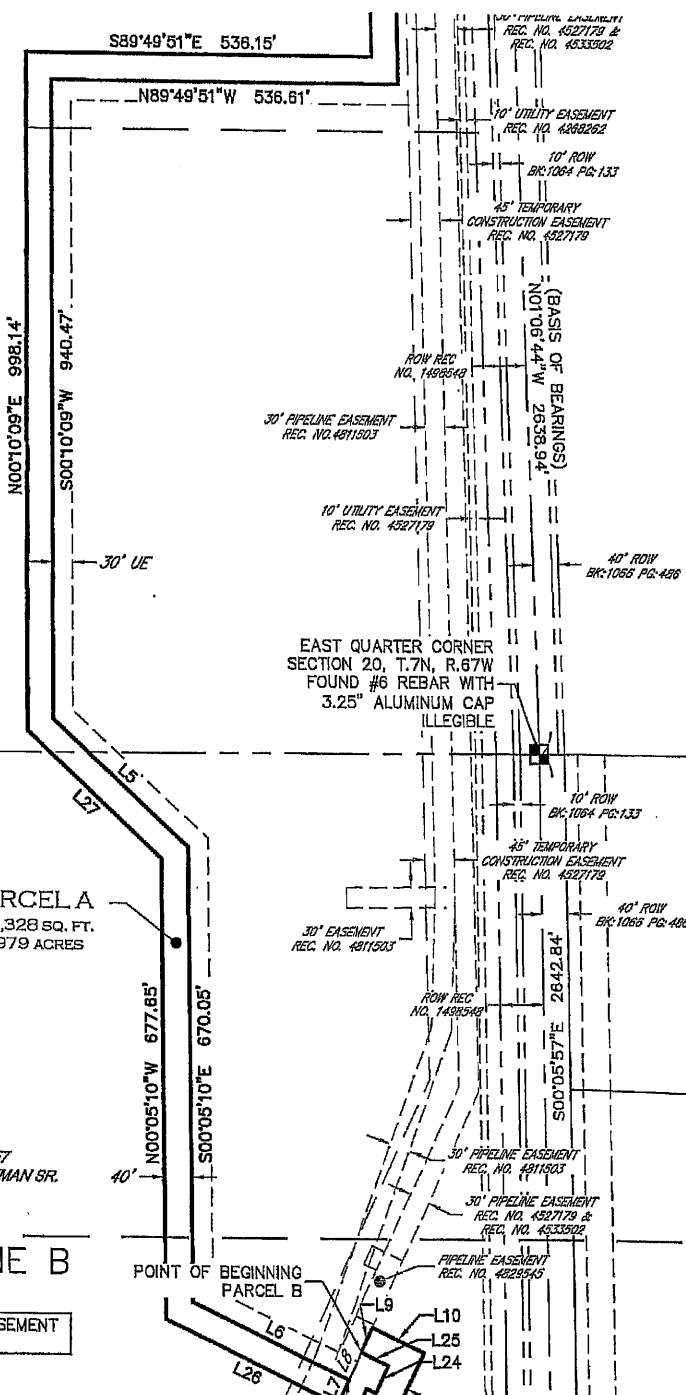
MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 1-2-2026 SCALE: 1"=200'

MATCHLINE A

PARCEL NO. 070520000020
OWNER: MARVIN L. HECKMAN SR.

LINE TABLE		
LINE	BEARING	LENGTH
L5	S47°30'53"E	276.15'
L6	S64°26'00"E	259.74'
L7	S25°34'00"W	40.00'
L8	S25°34'00"W	45.00'
L9	N25°34'00"E	40.00'
L10	S64°26'00"E	85.00'
L11	S25°34'00"W	125.00'
L24	N25°34'00"E	45.00'
L25	N64°26'00"W	45.00'
L26	N64°26'00"W	284.91'
L27	N47°30'53"W	276.26'



PARCEL A
173,328 sq. ft.
3.979 ACRES

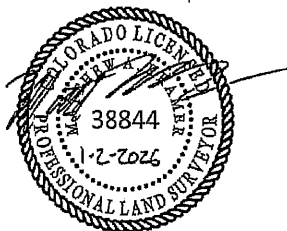
38105 HIGHWAY 257
OWNER: MARVIN L. HECKMAN SR.

MATCHLINE B

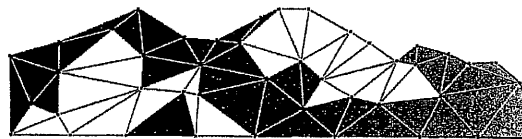
TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

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Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

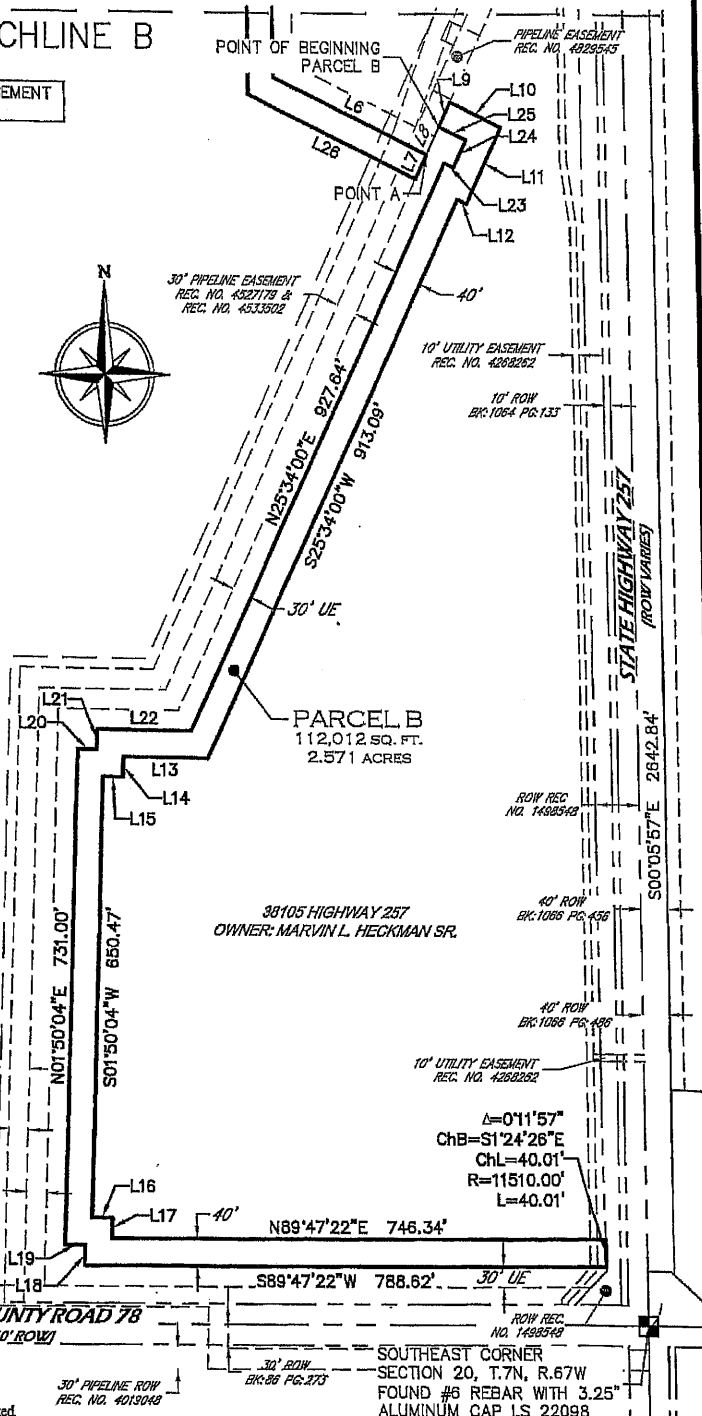
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DATE: 1-2-2026 SCALE: 1"=200'

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Pages: 24 of 25
Carly Koppen, Clerk and Recorder, Weld County, CO

MATCHLINE B

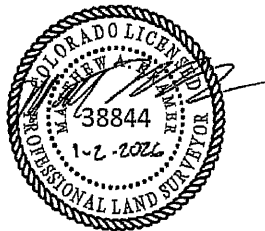
TCE=TEMPORARY CONSTRUCTION EASEMENT
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L9	N25°34'00"E	40.00'
L10	S64°26'00"E	85.00'
L11	S25°34'00"W	125.00'
L12	N64°26'00"W	15.00'
L13	N89°29'52"W	129.91'
L14	S01°50'04"W	30.01'
L15	N89°29'52"W	30.01'
L16	N89°42'59"E	30.02'
L17	S01°50'04"W	30.02'
L18	N01°50'04"E	30.02'
L19	S89°42'59"W	30.02'
L20	S89°29'52"E	30.01'
L21	N01°50'04"E	30.01'
L22	S89°29'52"E	143.54'
L23	S64°26'00"E	15.00'
L24	N25°34'00"E	45.00'
L25	N64°26'00"W	45.00'
L26	N64°26'00"W	284.91'

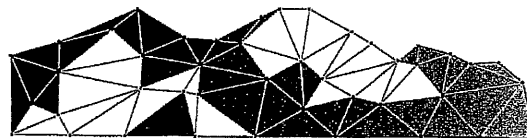


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Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

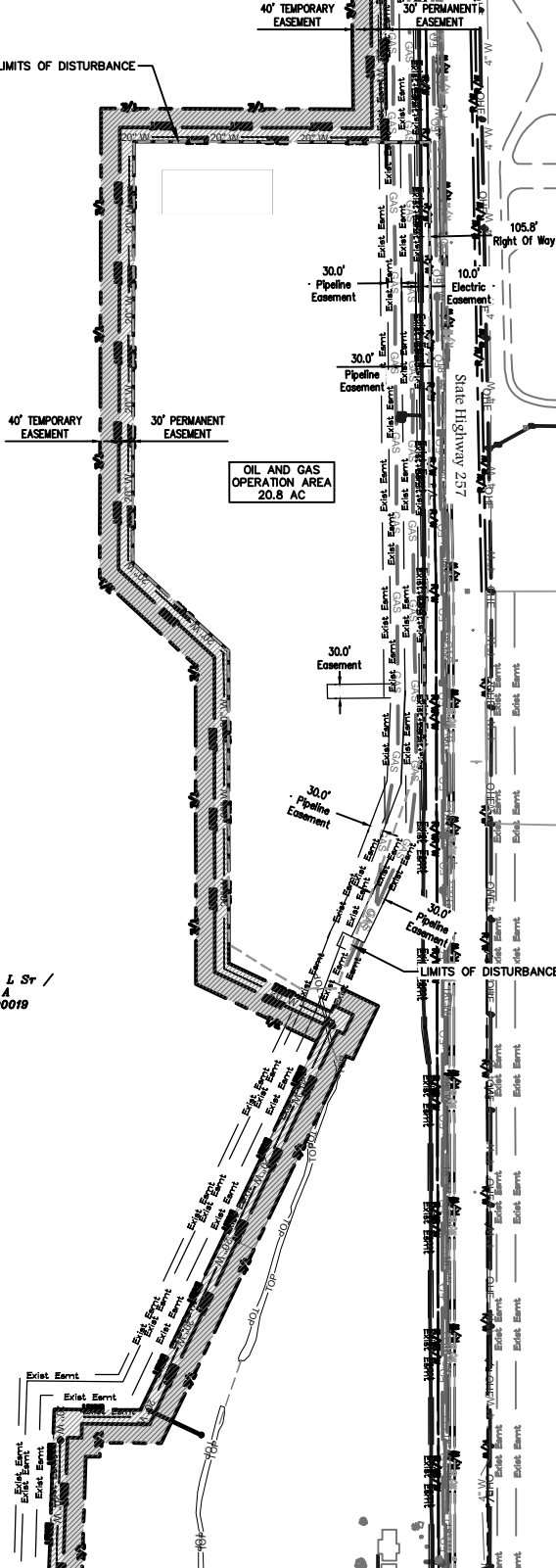
PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 1-2-2026 SCALE: 1"=200'

5082087 Pages: 25 of 25
02/10/2026 12:58 PM R Fee:\$43.00
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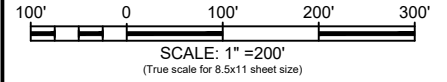
Exhibit C
Oil and Gas Operations Area
Attached

Owner: Heckman Marvin L Sr /
 Heckman Dorothy A
 Parcel No.: 07052000020

LIMITS OF DISTURBANCE



Owner: Heckman Marvin L Sr /
 Heckman Dorothy A
 Parcel No.: 07052000019



LEGEND:

EXISTING RIGHT OF WAY	---	R/W
EXISTING RIGHT OF WAY	---	R/W
EXISTING PROPERTY LINE	---	P/L
EXISTING EDGE OF GRAVEL	----	
EXISTING ASPHALT	----	
EXISTING FENCE	----	X
PROPOSED EASEMENT	----	
PROPOSED TEMPORARY EASEMENT	----	
EXISTING EASEMENT	----	Exist. Easmt
EXISTING OVERHEAD ELECTRIC	----	OHE
EXISTING WATER	----	W
EXISTING FIBER OPTIC	----	FO
EXISTING ELECTRIC	----	E
EXISTING FIBER OPTIC	----	COM
EXISTING IRRIGATION	----	IRR
EXISTING GAS	----	GAS
EXISTING POWER POLE	⊕	
EXISTING TELEPHONE PEDESTAL	⊕	
EXISTING TELEPHONE BOX	⊕	
EXISTING FIBER OPTIC VAULT	⊕	
EXISTING SECTION CORNER	⊕	
WITNESS CORNER	⊕	
PROPOSED PERMANENT EASEMENT HATCH	▨	
PROPOSED TEMPORARY EASEMENT HATCH	▨	
PARCEL PERMANENT EASEMENT HATCH	▨	
PARCEL TEMPORARY EASEMENT HATCH	▨	
LIMITS OF DISTURBANCE	----	

Owner: Heckman
 Marvin \ Dorothy
 Parcel #
 07052000020



RESOLUTION NO. 202600413-01

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

ADOPTING A WATER SERVICE ABSORPTION FEE POLICY

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

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

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

WHEREAS, the District provides retail water service in unincorporated areas of Weld County and, in some cases, within annexed areas of municipalities; and

WHEREAS, rapid growth in western Weld County has resulted in formerly small communities expanding their boundaries and new developments creating new special districts for providing water and other services; and

WHEREAS, the District has determined that the expansion of surrounding municipalities and the creation of new water service providers creates a reasonable risk that such entities may seek to assume retail water service to customers currently served by the District, thereby reducing the District’s customer base; and

WHEREAS, the District currently carries significant financial obligations, including annual debt service of approximately \$4.0 million related to the Soldier Canyon Water Treatment Plant and a 2022 bond issue, which obligations extend past 2032; and

WHEREAS, the District has capital improvement programs representing intermediate to long-term infrastructure investment, the feasibility of which depends upon maintaining an adequate customer base; and

WHEREAS, the District commissioned Honey Creek Resources, Inc. to prepare a study analyzing the financial impact of potential customer base reductions and to develop a proposed buy-out fee methodology (the “Honey Creek Absorption Cost Study”); and

WHEREAS, the Honey Creek Absorption Cost Study identified two scenarios under which the District may lose retail customers:

1. A retail customer is transferred to an existing wholesale customer of the District, which continues to receive treated water from the District, resulting in a revenue loss equal to the difference between the retail and wholesale water rates; and
2. A retail customer leaves the District's system entirely and is served by a separate water provider, resulting in a full loss of retail water revenue net of directly variable operating costs; and

WHEREAS, the Board of Directors has reviewed the Honey Creek Absorption Cost Study and has determined that it is necessary and in the best interest of the District and its customers to adopt a Water Service Absorption Fee to mitigate the financial risks associated with the loss of retail customers; and

WHEREAS, the Board of Directors has determined that a 15-year recovery period most accurately reflects the District's current growth rate, debt obligations, and long-term fixed costs for purposes of calculating the Water Service Absorption Fee.

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

1. Adoption of Water Absorption Fee

The Board hereby adopts the Water Service Absorption Fee (the "Fee") as set forth in this Resolution, as may be amended from time to time. The Fee shall be paid on a per-tap basis as an upfront payment by any entity (a "Succeeding Provider") that assumes retail water service to one or more customers previously served at retail by the District.

2. Fee Schedule

The Water Absorption Fee shall be assessed on a per-tap basis according to the following schedule, based on a 15-year recovery period and a 3% discount rate:

Scenario	Fee Per Tap
Retail customer becomes a customer of a town or entity served by the District as a wholesale customer	\$3,530
Retail customer leaves the District's system entirely	\$7,070

3. Applicability

The Water Absorption Fee shall apply whenever:

- a. A municipality, special district, or other entity annexes, incorporates, or otherwise assumes retail water service responsibility for customers currently receiving retail water service from the District; or

- b. Any other Succeeding Provider assumes retail water service to customers currently served at retail by the District, whether by agreement, legal process, or otherwise.

The Fee shall be assessed per tap transferred or removed from the District's retail customer base and shall be due and payable in full prior to the transfer of any customers.

4. Fee Updates

- a. The level of the Water Service Absorption Fee will be updated annually in the same proportion as the District's retail water rates. If future water rate increases become different across the District's customer classes, the residential retail customer class will be assumed to be the index for determining annual changes.
- b. The fee will be periodically re-examined when Plant Investment (PI) fees are updated. This would include updating underlying assumptions about how the fee is determined and evaluating the fee's effectiveness in managing financial risk.

Board of Directors reserves the right to update and amend the Water Service Absorption Fee from time to time to reflect changes in the District's revenue requirements, debt obligations, growth rates, and capital improvement plans. The Fee shall be incorporated into the District's annual Fee Schedule.

5. Effective Date

This Resolution and the Water Service Absorption Fee shall be effective immediately upon adoption.

6. Severability

If any provision of this Resolution is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

APPROVED AND ADOPTED THIS 13TH DAY OF APRIL, 2026.

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

President

ATTEST:

Secretary

Signature page to Resolution Adopting Water Service Absorption Fee

CONSTRUCTION NOTICE TO PROCEED

Effective Date of Contract: December 8, 2025

Owner: North Weld County Water District

Owner's Contract No.: N/A

Engineer: Ditesco, LLC

Engineer's Project No.: N/A

Contractor: Reynolds Construction, LLC

Contractor's Project No.: N/A

Project: Zone 1 West Waterline

Contract Name: Zone 1 West Waterline

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 13, 2026**. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 520, and the number of days to achieve readiness for final payment is 550.

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

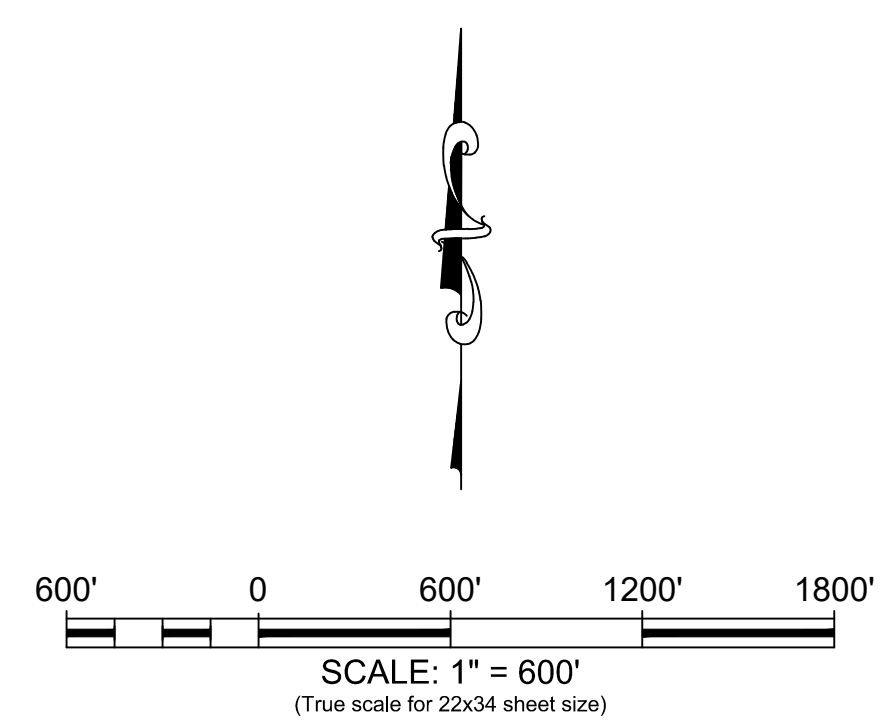
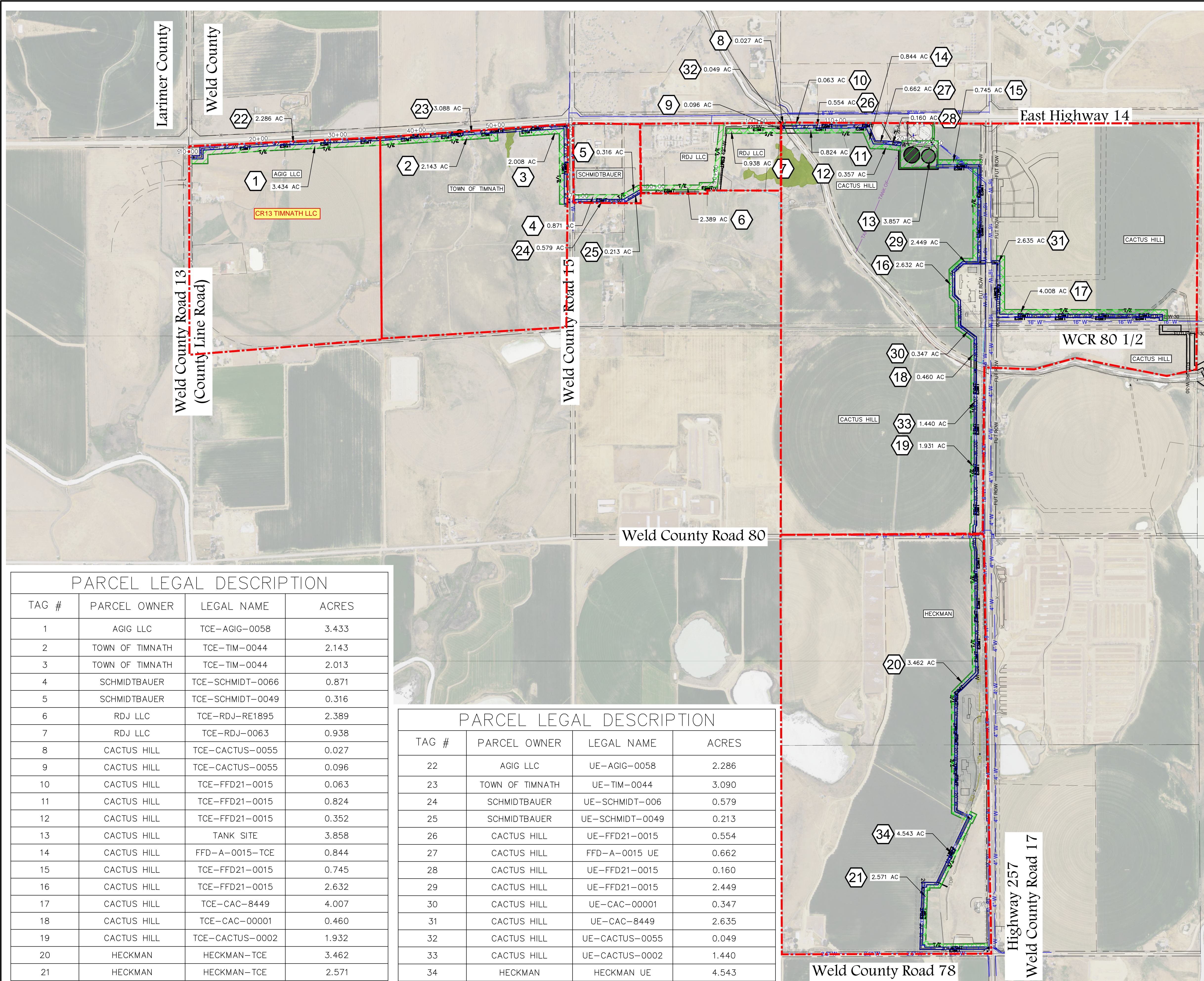
None.

Owner: North Weld County Water District
Authorized Signature

By:

Title: President

Copy: Engineer



LEGEND:

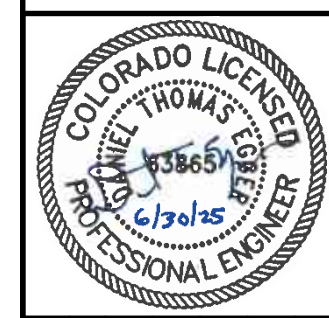
PROPOSED WATERLINE	— 42" W —
EXISTING RIGHT OF WAY	— R/W —
EXISTING PROPERTY LINE	— P/L —
EXISTING EDGE OF GRAVEL	— EOG —
EXISTING ASPHALT	— ASP —
EXISTING FENCE	— X —
EXISTING PERMANENT EASEMENT	— P/E —
EXISTING TEMPORARY EASEMENT	— T/E —
EXISTING EASEMENT	— Easmt —
EXISTING OVERHEAD ELECTRIC	— OHE —
EXISTING WATER	— W — W —
EXISTING FIBER OPTIC	— FO —
EXISTING ELECTRIC	— E — E —
EXISTING FIBER OPTIC	— COM —
EXISTING IRRIGATION	— IRR —
EXISTING GAS	— GAS — GAS —
EXISTING STORM	— ST —
EXISTING TANK OVERFLOW	— TANK O F —
EXISTING POWER POLE	— PP —
EXISTING TELEPHONE PEDESTAL	— TP —
EXISTING TELEPHONE BOX	— TB —
EXISTING FIBER OPTIC VAULT	— FV —
EXISTING SECTION CORNER	— SC —
SURVEY CONTROL POINT	— S4 —
GEOTECHNICAL POINT	— TH-2 —

PARCEL LEGAL DESCRIPTION

TAG #	PARCEL OWNER	LEGAL NAME	ACRES
1	AGIG LLC	TCE-AGIG-0058	3.433
2	TOWN OF TIMNATH	TCE-TIM-0044	2.143
3	TOWN OF TIMNATH	TCE-TIM-0044	2.013
4	SCHMIDTBAUER	TCE-SCHMIDT-0066	0.871
5	SCHMIDTBAUER	TCE-SCHMIDT-0049	0.316
6	RDJ LLC	TCE-RDJ-RE1895	2.389
7	RDJ LLC	TCE-RDJ-0063	0.938
8	CACTUS HILL	TCE-CACTUS-0055	0.027
9	CACTUS HILL	TCE-CACTUS-0055	0.096
10	CACTUS HILL	TCE-FFD21-0015	0.063
11	CACTUS HILL	TCE-FFD21-0015	0.824
12	CACTUS HILL	TCE-FFD21-0015	0.352
13	CACTUS HILL	TANK SITE	3.858
14	CACTUS HILL	FFD-A-0015-TCE	0.844
15	CACTUS HILL	TCE-FFD21-0015	0.745
16	CACTUS HILL	TCE-FFD21-0015	2.632
17	CACTUS HILL	TCE-CAC-8449	4.007
18	CACTUS HILL	TCE-CAC-00001	0.460
19	CACTUS HILL	TCE-CACTUS-0002	1.932
20	HECKMAN	HECKMAN-TCE	3.462
21	HECKMAN	HECKMAN-TCE	2.571

PARCEL LEGAL DESCRIPTION

TAG #	PARCEL OWNER	LEGAL NAME	ACRES
22	AGIG LLC	UE-AGIG-0058	2.286
23	TOWN OF TIMNATH	UE-TIM-0044	3.090
24	SCHMIDTBAUER	UE-SCHMIDT-006	0.579
25	SCHMIDTBAUER	UE-SCHMIDT-0049	0.213
26	CACTUS HILL	UE-FFD21-0015	0.554
27	CACTUS HILL	FFD-A-0015 UE	0.662
28	CACTUS HILL	UE-FFD21-0015	0.160
29	CACTUS HILL	UE-FFD21-0015	2.449
30	CACTUS HILL	UE-CAC-00001	0.347
31	CACTUS HILL	UE-CAC-8449	2.635
32	CACTUS HILL	UE-CACTUS-0055	0.049
33	CACTUS HILL	UE-CACTUS-0002	1.440
34	HECKMAN	HECKMAN UE	4.543



No.	Revisions:	By:	Date:

PARCEL OWNERS LOCATION MAP

DESIGNED BY:	D. Egger	DATE:	June 30, 2025
DRAWN BY:	J. McNeill	SCALE:	1" = 600'
APPROVED BY:	D. Egger	FILE NAME:	Zone 1 West Parcels Overall.dwg

