

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, July 11, 2022, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

The meeting will also be open to the public by teleconference using the information below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve July 11, 2022, 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 June 13, 2022, Regular Meeting**
 - b. Acceptance of Unaudited June 2022 Financial Statements**
 - c. Approve Invoices through July 11, 2022**
 - d. Variance Request Backflow Prevention – Booth**
 - e. Agreement for Relocation of Potable Water Facilities for Weld County Road 33/74 with Weld County**
 - f. Letter to Regional Strata Operations Committee**
 - g. 160 G Compactor Purchase Order**
 - h. Addendum to Independent Contractor Agreement with TriHydro Corporation (Engineering and Environmental Consulting)**
 - i. Stantec Change Order**
 - i. Knox Pit**
 - ii. Longs Peak WSSC Recharge Site**
 - j. Just Compensation Waiver Valuation with Serfer Land Ventures, LLC**
- 6. Water Tap Sales Matters:**
 - a. Update re Tap Sales**
 - b. Town of Severance Matters**
 - i. Consider Retail Rate Adjustment**
 - ii. Consider Request for Meeting with Town of Severance**
- 7. Action: Review NEWT III CMAR Contractor Bids and Consider Selection of NEWT III CMAR Contractor (Enclosure Privileged and Confidential)**

- 8. Report: Update on Status of Litigation with Eagle View Farms LLC (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**
 - a. Town of Severance Retail Rate Adjustment and Request for Meeting**
 - b. NEWT III CMAR Contractor Selection**
 - c. Eagle View Farms LLC Litigation**
- 10. District Manager's Report:**
 - a. Master Plan Update**
 - i. Met with Towns of Timnath, Nunn, Pierce, Ault, Severance will meet NCWA on July 12, 2022**
 - b. Mark Kempton, SCWTA Authority Manager June 20, 2022**
 - c. Stantec Treatment Plant Expansion Master Planning**
 - d. Colorado River Report**
 - e. Eaton Pipeline Project Phase 2 Bid Request**
- 11. Other Business**

ADJOURN_____ .M.

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

Held: Monday, the 13rd day of June, 2022, at 1:00 P.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

Tad Stout, President
Scott Cockroft, Secretary
Ron Buxman, Treasurer
Matthew Pettinger, Assistant Secretary
Brad Cook, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; George Oamek, Headwaters Corporation; Richard Raines, Water Resources, Chris Wood, BizWest Newspaper; Members of the Public via teleconference.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 1:05 P.M.

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

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

PUBLIC COMMENT None.

CONSENT AGENDA MATTERS Mr. Reckentine presented the Board with the consent agenda items.

Upon motion of Mr. Pettinger, seconded by Mr. Cook, the Board approved the following:

- a. Acceptance of Unaudited May 2022 Financial Statements
- b. Approve Invoices through June 13, 2022
- c. Approve Engagement Letter with Sherman & Howard for Bond Counsel Services
- d. Approval of Conflict-of-Interest Waiver Letter re Otis & Bedingfield, LLC for work on Lakeview Farms LLC

Upon a motion by Mr. Cook, seconded by Mr. Pettinger, the Board approved the following, with Mr. Buxman abstaining.

- a. Minutes from May 23, 2022, Regular Meeting

Draft Report and Presentation of Cost-of-Service Study, Headwaters Consulting Mr. Oamek presented the updated Cost of Service Study. The Board engaged in a discussion with Mr. Oamek and Mr. Reckentine re study results and discussed possible rate increases and mill levy imposition if approved by voters. Following discussion, the Board asked Mr. Oamek to return at a future meeting to discuss the impact of mill levies on the rate structure and Rate of Return rate adjustment calculations for wholesale customer accounts.

WATER TAP SALE MATTERS

Update Regarding Water Taps Mr. Reckentine noted that to date 85 taps have been sold year-to-date, 8 since the last meeting.

Consider Adoption of Resolution 20220613-01: First Amendment to Annual Administrative Matters Resolution Mr. White presented Resolution 20220613-01: First Amendment to Annual Administrative Matters Resolution in order to update the regular meeting schedule. The Board discussed the regular meeting schedule and upon a motion by Mr. Pettinger, seconded by Mr. Cook, the Board adopted Resolution 20220613-01 and established the regular meeting schedule of the second Monday of each month at 8:30 A.M.

DISTRICT MANAGER'S REPORT Mr. Reckentine reported the following to the Board:

Master Plan Update: Mr. Reckentine reported to the Board that he has been meeting with Towns regarding master planning. He has met with Eaton and Windsor and is scheduled to meet with Timnath. All discussions have been positive, Town wanting to participate in master planning discussions.

Eaton Water Lease Agreement: Mr. Reckentine reported to the Board that the Eaton Water Lease Agreement will not be executed due to a requirement of District to sell plant investments to the Town.

Cyber Security Issue Covered by Cyber Insurance: Mr. Reckentine reported to Board that insurance will cover the cyber theft event involving transfer of funds to the City of Greeley.

OTHER BUSINESS

Mr. Reckentine discussed employee retention and asked for approval to offer a higher base pay rate. Upon a motion by Mr. Buxman, seconded by Mr. Pettinger, the Board approved in increase of \$4.00/hour in base pay rate.

ADJOURNMENT

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

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

Secretary for the District

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

June 30, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	3,683,332.34
1015 - COLO TRUST - GENERAL		22,784,575.82
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,149,747.19
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		2,383,609.85
1105 - AR CONSTRUCTION METERS		43,665.47
1116 - ACCOUNTS RECEIVABLE		10,697.89
1230 - PREPAID INSURANCE		55,012.00
1300 - INVENTORY		1,634,545.03

Total Current Assets 33,010,948.84

Property and Equipment

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

Total Property and Equipment 150,709,109.51

Other Assets

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

Total Other Assets 23,060,786.70

Total Assets \$ 206,780,845.05

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	59,259.26
2216 - CONST MTR DEPOSITS		107,900.00
2230 - ACCRUED WAGES		61,575.66

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
June 30, 2022

2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
Total Current Liabilities		488,585.18
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
Total Long-Term Liabilities		23,696,212.00
Total Liabilities		24,184,797.18
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	7,912,548.48	
Total Capital		182,596,047.87
Total Liabilities & Capital	\$	206,780,845.05

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,356,194.01	\$ 5,896,632.09	\$ 11,484,447.00	5,587,814.91	51.34
3111 - WATER ALLOC SURCHARGE	575,580.00	1,994,786.00	2,625,016.00	630,230.00	75.99
3112 - PLANT INVEST SURCHARGE	411,834.90	1,586,220.65	2,132,826.00	546,605.35	74.37
3113 - ADJUSTMENTS	(1,122.39)	(10,730.71)	(20,000.00)	(9,269.29)	53.65
3140 - CONST METER USAGE	6,501.42	151,312.02	205,000.00	53,687.98	73.81
3141 - CONSTR METER RENTAL	755.00	5,645.00	5,500.00	(145.00)	102.64
3142 - CONSTRUCT METER REPAIR	1,279.77	10,587.07	550.00	(10,037.07)	1,924.92
OPERATING	2,351,022.71	9,634,452.12	16,433,339.00	6,798,886.88	58.63
3210 INTEREST-COTRUST-GENERAL	16,885.58	33,733.93	130,384.00	96,650.07	25.87
3220 - PORT PARTONAGE AGFINITY	0.00	16.88	812.00	795.12	2.08
NON OPERATING	16,885.58	33,750.81	131,196.00	97,445.19	25.73
3310 - TAP (PI) FEES	105,900.00	912,350.00	1,000,000.00	87,650.00	91.24
3311 - DISTANCE FEES	11,250.00	121,950.00	173,189.00	51,239.00	70.41
3312 - WATER (ALLOCATION) FEE	93,750.00	2,023,500.00	300,000.00	(1,723,500.00)	674.50
3314 - INSTALLATION FEES	19,500.00	660,457.45	324,730.00	(335,727.45)	203.39
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	0.00	(56,791.85)	150,000.00	206,791.85	(37.86)
3320 - NON-POTABLE TAP FEE	5,000.00	99,000.00	48,709.00	(50,291.00)	203.25
3321 - NON-POTABLE INSTALL	1,850.00	56,227.00	21,649.00	(34,578.00)	259.72
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,706.00	2,706.00	0.00
3332 - REVIEW DEPOSIT	0.00	(4,250.00)	0.00	4,250.00	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
NEW SERVICE	237,250.00	3,812,442.60	2,157,792.00	(1,654,650.60)	176.68
3410 - WATER RENTAL	0.00	0.00	17,850.00	17,850.00	0.00
3415 - WSSC RETURN FLOW RENTAL	0.00	1,574.00	0.00	(1,574.00)	0.00
AG WATER	0.00	1,574.00	17,850.00	16,276.00	8.82
3500 - MISCELLANEOUS	0.00	34,568.92	0.00	(34,568.92)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	1,175.00	6,250.00	5,412.00	(838.00)	115.48
3530 - RISE TOWER RENT	300.00	1,800.00	7,902.00	6,102.00	22.78
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
MISCELLANEOUS	1,475.00	42,618.92	34,963.00	(7,655.92)	121.90
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
FARM INCOME	0.00	0.00	73,414.00	73,414.00	0.00
3700 - BOND PROCEEDS	0.00	0.00	38,000,000.00	38,000,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEBT PROCEEDS	0.00	0.00	(38,000,000.00)	(38,000,000.00)	0.00
TOTAL REVENUES	2,606,633.29	13,524,838.45	56,848,554.00	43,323,715.55	23.79
OPERATING EXPENSE					
4110 - POTABLE WATER	565.47	1,021,277.74	2,536,484.52	1,515,206.78	40.26
4120 - RENTAL WATER	7,950.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	104,166.75	560,312.22	1,443,962.24	883,650.02	38.80
4160 - RULE 11 FEES	27,200.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	487.00	5,041.00	6,072.44	1,031.44	83.01
WATER	(140,369.22)	(1,621,780.96)	(4,145,254.63)	(2,523,473.67)	39.12
4210 - SALARIES, FIELD	79,338.66	510,043.20	1,056,784.98	546,741.78	48.26
4220 - SALARIES, ENGINEERING	8,226.86	49,391.59	225,284.46	175,892.87	21.92
4240 - INSURANCE HEALTH	17,135.78	107,744.20	188,752.00	81,007.80	57.08
4250 - RETIREMENT	6,003.84	36,370.74	82,256.14	45,885.40	44.22
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	(274.00)	3,394.86	6,500.00	3,105.14	52.23
4280 - MISCELLANEOUS	0.00	0.00	1,103.81	1,103.81	0.00
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
PERSONNEL OPERATIONS	(110,431.14)	(706,944.59)	(1,571,940.29)	(864,995.70)	44.97
4410 - FIELD	1,534.61	22,167.26	0.00	(22,167.26)	0.00
4411 - UNCC LOCATES	1,063.40	6,890.00	15,197.35	8,307.35	45.34
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	5,609.98	0.00	(5,609.98)	0.00
4415 - WATER LINES (REPAIRS)	136.30	120,855.29	50,000.00	(70,855.29)	241.71
4416 - APPURTENANCE(REPAIR)	0.00	5,063.16	0.00	(5,063.16)	0.00
4417 - METER SETTING	1,434.90	24,711.81	108,243.00	83,531.19	22.83
4418 - MASTER METERS	1,112.10	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	426.90	44,857.73	0.00	(44,857.73)	0.00
4420 - STORAGE TANKS (O & M)	2,364.45	67,203.31	22,500.00	(44,703.31)	298.68
4430 - PUMP STATIONS (O & M)	2,289.35	50,897.96	10,612.08	(40,285.88)	479.62
4435 - CHLORINE STATION	0.00	4,762.94	5,306.04	543.10	89.76
4440 - EQUIPMENT	3,626.08	56,774.48	42,335.83	(14,438.65)	134.11
4445 - SCADA EQUIPMENT	0.00	3,698.40	5,412.16	1,713.76	68.34
4446 - LOCATING EQUIPMENT	0.00	1,795.90	5,412.16	3,616.26	33.18
4447 - GPS EQUIPMENT	0.00	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	915.55	11,761.29	27,060.80	15,299.51	43.46
4460 - VEHICLES	1,148.60	56,932.51	100,000.00	43,067.49	56.93
4470 - SAFETY	190.00	5,837.09	65,000.00	59,162.91	8.98
4480 - CONTROL VAULTS	0.00	406.70	28,652.62	28,245.92	1.42
4490 - MAPPING EXPENSE	2,188.00	9,857.00	39,184.04	29,327.04	25.16

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH (18,430.24)	YTD (518,784.42)	BUDGET (718,367.93)	+ OR - BUDGET (199,583.51)	% BUDGET 72.22
OPERATION & MAINTENANCE					
4500 - ENGINEERING	0.00	0.00	250,000.00	250,000.00	0.00
ENGINEERING	0.00	0.00	(250,000.00)	(250,000.00)	0.00
4600 - ELECTRICITY	11,695.04	66,924.27	0.00	(66,924.27)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	2,980.92	15,168.74	170,000.00	154,831.26	8.92
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
ELECTRICITY	(14,675.96)	(82,093.01)	(313,000.00)	(230,906.99)	26.23
4700 - COMMUNICATIONS	125.26	626.10	50,000.00	49,373.90	1.25
COMMUNICATIONS	(125.26)	(626.10)	(50,000.00)	(49,373.90)	1.25
4810 - GENERAL	4,178.41	24,757.50	40,738.42	15,980.92	60.77
4820 - AUTO	1,374.75	8,248.50	7,347.55	(900.95)	112.26
4830 - WORKER'S COMP	4,048.50	30,367.00	34,374.80	4,007.80	88.34
INSURANCE	(9,601.66)	(63,373.00)	(82,460.77)	(19,087.77)	76.85
4930 - BAD DEBT EXPENSE	113,406.00	113,406.00	3,714.23	(109,691.77)	3,053.28
MISCELLANEOUS	(113,406.00)	(113,406.00)	(3,714.23)	109,691.77	3,053.28
TOTAL OPERATING EXPENSES	407,039.48	3,107,008.08	7,134,737.85	4,027,729.77	43.55
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	40,849.25	248,763.26	511,192.34	262,429.08	48.66
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
SALARIES	40,849.25	249,163.26	511,192.34	262,029.08	48.74
5210 - FICA	9,696.58	60,711.80	102,831.06	42,119.26	59.04
5220 - UNEMPLOYMENT	0.00	1,517.71	4,870.94	3,353.23	31.16
PAYROLL TAXES	9,696.58	62,229.51	107,702.00	45,472.49	57.78
5310 - ADMIN HEALTH INSURANCE	4,974.71	30,498.28	49,358.91	18,860.63	61.79
HEALTH INSURANCE	4,974.71	30,498.28	49,358.91	18,860.63	61.79
5400 - OFFICE UTILITIES	251.29	1,438.33	0.00	(1,438.33)	0.00
5401 - ELECTRICITY	0.00	3,568.52	27,060.80	23,492.28	13.19
5402 - PROPANE	0.00	8,143.86	0.00	(8,143.86)	0.00
5403 - TELEPHONE	1,951.18	11,707.08	21,648.64	9,941.56	54.08
5404 - CELL PHONE SERVICE	1,541.91	7,780.41	0.00	(7,780.41)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5405 - CELL PHONE ACCESSORIES	0.00	27.76	2,706.08	2,678.32	1.03
5406 - OFFICE CLEANING SERVICE	1,360.00	8,840.00	0.00	(8,840.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	1,886.53	0.00	(1,886.53)	0.00
5412 - PRINTERS	322.38	2,437.86	0.00	(2,437.86)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,085.96	32,014.29	64,945.93	32,931.64	49.29
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	3,113.50	5,412.16	2,298.66	57.53
5444 - LICENSES (ANNUAL)	0.00	23,979.54	27,060.80	3,081.26	88.61
5445 - SENSUS METER SUPPORT	0.00	0.00	2,164.86	2,164.86	0.00
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
OFFICE UTILITIES	10,512.72	104,937.68	359,367.46	254,429.78	29.20
5510 - OFFICE EXPENSES	11,575.23	84,608.32	171,673.74	87,065.42	49.28
5520 - POSTAGE	1.56	916.18	3,247.30	2,331.12	28.21
5530 - BANK / CREDIT CARD FEES	2,620.97	18,475.94	5,412.16	(13,063.78)	341.38
5540 - BUILDING MAINTENANCE	135.00	2,731.59	1,082.43	(1,649.16)	252.36
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	1,322.50	3,247.30	1,924.80	40.73
5590 - TRAINING	0.00	1,659.39	8,659.46	7,000.07	19.16
OFFICE EXPENSE	14,332.76	109,713.92	196,569.69	86,855.77	55.81
5610 - LEGAL	1,614.00	210,037.75	350,000.00	139,962.25	60.01
5620 - ACCOUNTING	950.00	20,425.00	26,010.00	5,585.00	78.53
5625 - EASEMENT FEES	0.00	665.00	0.00	(665.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	2,409.26	0.00	(2,409.26)	0.00
5650 - CONSULTANT FEES	232.50	34,862.93	200,000.00	165,137.07	17.43
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	0.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	10,243.37	71,371.23	0.00	(71,371.23)	0.00
PROFESSIONAL FEES	13,039.87	341,844.17	584,853.40	243,009.23	58.45
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	0.00	64,171.65	0.00	(64,171.65)	0.00
MISCELLANEOUS	0.00	64,171.65	7,577.03	(56,594.62)	846.92
TOTAL ADMINISTRATIVE EXPENSE	93,405.89	962,558.47	1,816,620.83	854,062.36	52.99
CAPITAL IMPROVEMENTS					
SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	39,616.17	6,410.00	(33,206.17)	618.04
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	86,673.55	90,000.00	3,326.45	96.30
EQUIPMENT	0.00	126,289.72	109,260.00	(17,029.72)	115.59
6505 - ENGINEERING	0.00	631,737.10	0.00	(631,737.10)	0.00
6510 - WATER LINES	114,736.67	114,736.67	13,550,000.00	13,435,263.33	0.85
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
6547 - GPS EQUIPMENT	0.00	1,650.00	0.00	(1,650.00)	0.00
SYSTEM	114,736.67	753,063.36	14,426,440.00	13,673,376.64	5.22
6610 - WATER RESOURCE MANAGER	0.00	17,968.11	0.00	(17,968.11)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	0.00	55,820.84	600,000.00	544,179.16	9.30
6640 - STORAGE	1,998.50	47,713.16	0.00	(47,713.16)	0.00
WATER RIGHTS	1,998.50	121,502.11	6,000,000.00	5,878,497.89	2.03
6710 - EASEMENTS	0.00	18,982.86	75,000.00	56,017.14	25.31
6720 - LAND	41,343.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	2,716.37	93,754.87	5,000.00	(88,754.87)	1,875.10
LAND/EASEMENTS	44,059.37	154,080.73	180,000.00	25,919.27	85.60
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	160,794.54	1,154,935.92	26,615,700.00	25,460,764.08	4.34
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
7290 - 2012R NW 1054	0.00	69,675.00	1,530,000.00	1,460,325.00	4.55
7292 - TRANSFER TO ENTERPRISE	0.00	38,812.50	0.00	(38,812.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
PRINCIPLE	0.00	387,787.50	3,238,288.00	2,850,500.50	11.98
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(387,787.50)	(3,238,288.00)	(2,850,500.50)	11.98
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,606,633.29	13,524,838.45	56,848,554.00	43,323,715.55	23.79
TOTAL EXPENSES	661,239.91	5,612,289.97	38,805,346.68	33,193,056.71	14.46
PROFIT/LOSS	1,945,393.38	7,912,548.48	18,043,207.32	10,130,658.84	43.85

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT**Account Reconciliation****As of Jun 30, 2022****1014 - 1014 - BANK OF COLORADO****Bank Statement Date: June 30, 2022**Reconciled 7/6/22 by:
James Pauley, CPA

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,557,280.67
Add: Cash Receipts		278,537.68
Less: Cash Disbursements		(916,231.59)
Add (Less) Other		1,763,745.58
Ending GL Balance		<u>3,683,332.34</u>
Ending Bank Balance		<u>3,931,538.31</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Sep 9, 2021	15687 (29.74)
	Sep 9, 2021	15689 (23.28)
	Sep 9, 2021	15694 (97.05)
	Oct 20, 2021	15819 (1,100.00)
	Oct 22, 2021	15851 (19.24)
	Nov 30, 2021	15955 (25.00)
	Dec 15, 2021	16008 (85.00)
	Dec 15, 2021	16012 (12.72)
	Dec 15, 2021	16020 (271.26)
	Dec 30, 2021	16056 (31.04)
	Feb 2, 2022	16157 (60.00)
	Feb 2, 2022	16162 (23.28)
	Feb 3, 2022	16164 (15.66)
	Feb 3, 2022	16171 (1,006.15)
	May 20, 2022	16492 (2,090.35)
	May 20, 2022	16493 (4,860.00)
	May 27, 2022	16548 (36.75)
	May 27, 2022	16550 (32.09)
	May 27, 2022	16557 (5.18)
	Jun 17, 2022	16597 (192.98)
	Jun 24, 2022	16615 (10.50)
	Jun 24, 2022	16616 (30.00)
	Jun 24, 2022	16617 (8.70)
	Jun 24, 2022	16618 (24.90)
	Jun 24, 2022	16619 (24.90)
	Jun 24, 2022	16620 (22.88)
	Jun 24, 2022	16621 (30.00)
	Jun 24, 2022	16622 (25.00)
	Jun 24, 2022	16623 (36.75)
	Jun 24, 2022	16624 (98.83)
	Jun 24, 2022	16625 (271.45)
	Jun 24, 2022	16626 (28.85)
	Jun 27, 2022	16627 (248.95)
	Jun 27, 2022	16628 (68.75)
	Jun 27, 2022	16629 (433.00)
	Jun 27, 2022	16630 (5,085.96)
	Jun 27, 2022	16631 (23.55)
	Jun 27, 2022	16632 (714.88)
	Jun 27, 2022	16633 (2,716.37)
	Jun 27, 2022	16634 (50.00)
	Jun 27, 2022	16635 (600.00)
	Jun 27, 2022	16636 (1,614.00)
	Jun 27, 2022	16637 (1,998.50)
	Jun 27, 2022	16638 (9,874.37)
	Jun 27, 2022	16639 (387.00)
	Jun 27, 2022	16640 (104,166.75)
	Jun 30, 2022	16641 (200.00)
	Jun 30, 2022	16642 (3,047.73)

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

Filter Criteria includes: Report is printed in Detail Format.

	Jun 30, 2022	16643	(114,736.67)	
	Jun 30, 2022	16644	(527.96)	
	Jun 30, 2022	16645	(1,599.10)	
	Jun 21, 2022	OL-0621202	(1,541.91)	
Total outstanding checks				(260,264.98)
Add (Less) Other				
	Jun 29, 2022	CC0629	3,234.72	
	Jun 30, 2022	CC0630	6,593.14	
	Jun 29, 2022	CCIH0621	286.35	
	Jun 30, 2022	CCIH0622	805.55	
	Jun 30, 2022	MARS0621	1,139.25	
Total other				12,059.01
Unreconciled difference				0.00
Ending GL Balance				<u>3,683,332.34</u>

NORTH WELD COUNTY WATER DISTRICT**Account Reconciliation****As of Jun 30, 2022****1015 - 1015 - COLO TRUST - GENERAL****Bank Statement Date: June 30, 2022**Reconciled 7/6/22 by:
James Pauley, CPA

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	22,299,953.69
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	484,622.13
Ending GL Balance	22,784,575.82
Ending Bank Balance	22,784,575.82
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	22,784,575.82



**Backflow Prevention and Cross-Connection Control
Variance Request Form (Page 1 of 2)**

The NWCWD Backflow Prevention and Cross-Connection Control Regulation requires all non-single family service connections, and single-family service connections that pose a Backflow risk, to install an Approved RPZ Assembly immediately downstream of the water meter or as close to that location as deemed practical by NWCWD.

This form is for Tapholders requesting a Variance from the requirement described above.

NWCWD reserves the right to deny any Variance request.

The following is to be completed by the Tapholder:

Property Owner: <u>Booth Land + Livestock</u>	Contact Name: <u>Steve Booth</u>
Property Address: <u>23491 CR 74</u>	Contact Phone: <u>970 353 7055</u>
Meter Number: <u>103000 103</u>	Contact Email: <u>boothLLC@hat-wire.com</u>

Category of Property (check all that apply):

<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Agriculture	<input type="checkbox"/> Industrial
<input type="checkbox"/> Other (describe as necessary)			

Variance Criteria (check and describe all that apply):

<input type="checkbox"/>	There is not adequate drainage for an Approved RPZ Assembly.
<input checked="" type="checkbox"/>	An Approved RPZ Assembly would be subject to flooding.
<input checked="" type="checkbox"/>	Unreasonable Burden
<input type="checkbox"/>	Installation of an Approved RPZ Assembly would compromise the function of an existing fire sprinkler system. <i>When submitting Variance request form, include supporting documentation, signed by a certified fire sprinkler designer, that installation of an Approved RPZ Assembly would compromise the functioning of the existing fire sprinkler system.</i>

Describe applicable Variance Criteria below:

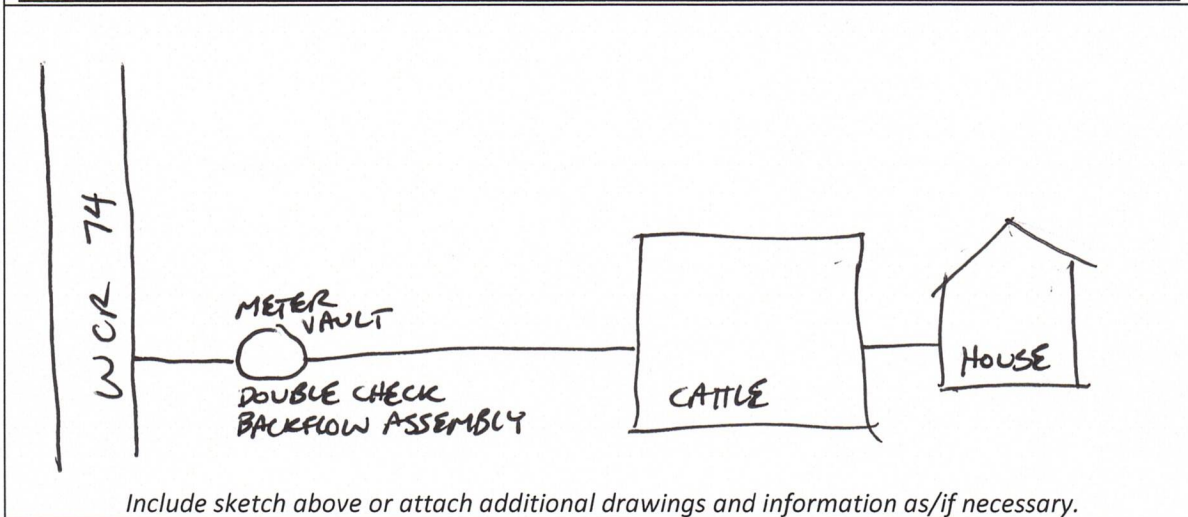
Meter pit is in a location prone to flooding. An RPZ installation would reduce water flow and pressure to water tanks in the fallout, possibly not meeting the needs of the livestock. This scenario would require a boost pump installation at the meter, which has no electric service. An RPZ device would be installed in a traffic corridor immediately adjacent to a County road access.



**Backflow Prevention and Cross-Connection Control
Variance Request Form (Page 2 of 2)**

Describe proposed alternative solution below:

Installation of an approved double check valve assembly, Watts Water Tech. 1 1/2" LF007M2QT
Serial # 047789



Include sketch above or attach additional drawings and information as/if necessary.

	Name (Print)	Signature	Date
Tapholder	Booth Landlines installed by Steve Booth	<i>[Signature]</i>	6/22/2022
Master Plumber	ERIC TROUDT	<i>[Signature]</i>	6-22-22
Master Plumber Certification Information: ASSE. # 23649 MASTER PLUMBER # 03006428			

For NWCWD Use Only:

Date Submitted:	Date Reviewed:	Status: <input type="checkbox"/> Approved <input type="checkbox"/> Unapproved
Comments:		
Authorized By:		

**AGREEMENT FOR RELOCATION OF POTABLE WATER FACILITIES
BETWEEN NORTH WELD COUNTY WATER DISTRICT AND WELD COUNTY
FOR THE WELD COUNTY ROAD 33/74 ROUNDABOUT PROJECT**

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between NORTH WELD COUNTY WATER DISTRICT, with offices located at 32825 WCR 39, Lucerne, CO 80646, (hereinafter called “NWCWD”) and THE COUNTY OF WELD, a political subdivision of the State of Colorado, by and through the Board of County Commissioners, with offices located at 1150 O Street, Greeley, CO 80632 (hereinafter called “County”).

WITNESSETH:

WHEREAS, to promote the safety of the citizens of County and other members of the travelling public, County has undertaken the design and construction of a public improvement project, known as the WCR33/74 Roundabout Project, (hereinafter the “Project”), and

WHEREAS, to construct the Project, County has acquired property rights from private property owners to utilize as WCR33 and WCR74 right-of-way, and

WHEREAS, NWCWD owns potable water pipelines and facilities located in WCR33 and WCR74 right-of-way, private property, and easements, and

WHEREAS, NWCWD is willing to remove or properly abandon the existing facilities located in WCR33 and WCR74 right-of-way, and construct new facilities in a different location to facilitate the construction of the Project (the “Work”), and

WHEREAS, in recognition of a justifiable portion of the costs which will be incurred by NWCWD to relocate the facilities, due to their current location within private property and easements, County must reimburse NWCWD for those reasonable expenses, and

WHEREAS, NWCWD has the experience and expertise needed to relocate said facilities and is willing to do so subject to an agreed amount of reimbursement by the County for the justifiable portion of the costs incurred for said relocation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

I. NWCWD RIGHTS and RESPONSIBILITIES

1. **NWCWD Relocation Work:** NWCWD shall relocate the existing water pipelines and facilities as depicted on the Project Engineering Drawings (the “Relocated Facilities”), (copies of which are attached hereto as Exhibit A and by this reference made a part hereof). The existing facilities shall be removed or properly abandoned, in the sole discretion of NWCWD, using methods per the requirements of the County Right-Of-Way Permit. The Relocated Facilities will be located within WCR33 and WCR74 right-of-way, private property, and easements as depicted in Exhibit A (the “Relocation Area”). All work necessary to accomplish the NWCWD facilities relocation shall be performed in accordance with NWCWD specifications, in accordance with the professional standards governing such work and the provisions of this

Agreement and shall conform to the performance standards and requirements set forth herein and, in all Exhibits, attached hereto.

2. **Relocations Not to Conflict with Improvements:** NWCWD shall relocate its facilities as described and shown on Exhibit A, to accommodate the common use of the property with the proposed roadway improvements or other utility locations and/or relocations. To ensure there are no conflicts, NWCWD shall be responsible for survey staking the Relocation Area and designed elevations of the Relocation Facilities.

3. **Timing of Facilities Relocation:** NWCWD shall commence the Work upon receipt from the County of a fully executed copy of this Agreement, and receipt of the Deposit as defined below. NWCWD shall use commercially reasonable efforts to complete the Work prior to December 31, 2022.

4. **NWCWD Responsible for Traffic Control:** Throughout prosecution of the Work, NWCWD agrees that it shall be responsible for coordination of traffic control as established by the most recent version of the “Manual on Uniform Traffic Control Devices” (MUTCD).

5. **NWCWD Shall Obtain Right-of-Way Permit:** NWCWD shall obtain a Right-Of-Way Permit from County required for the Work, which shall not be unreasonably withheld or delayed by the County.

II. COUNTY RIGHTS and RESPONSIBILITIES

1. **Estimates of Relocation Expenses:** County has agreed to reimburse NWCWD for the expenses incurred in fulfillment of obligations under this Agreement. An estimate of the County’s portion of the relocation costs is set forth in Exhibit B.

2. **Increases/Decreases in Estimated Expenses:** NWCWD has estimated the County portion of the said relocation work to be **\$22,387.48**, which includes specific work outlined in the Exhibits A and B. Prior to NWCWD commencing the Work, the County shall deposit the sum of \$11,193.74 with NWCWD (the “Deposit”) which represents 50% of the NWCWD cost estimate. If final actual costs of the Work are less than the estimated amount, NWCWD shall invoice the County for the actual costs only. If the final relocation costs exceed the attached Exhibit B, County shall pay those reasonable additional expenses incurred. County shall pay the balance within thirty (30) days of the completion of the Work and receipt of a final invoice from NWCWD.

3. **County to Stake Right-of-Way:** County shall establish and stake the County right-of-way within the work area prior to relocation of the NWCWD facilities. County shall verify the Relocation Area to confirm that the Relocation Facilities are sufficiently clear of Project construction work.

4. **County’s Right to Terminate:** The County may terminate this Agreement at any time prior to NWCWD commencement of Work. In such an event, the County shall pay NWCWD for all expenses which were incurred by NWCWD for engineering and for materials and equipment purchased or ordered and paid for by NWCWD, which cannot be returned for a refund, prior to the date of termination.

III. MISCELLANEOUS

1. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County or its designee.

2. **Agreement Binding:** This writing, together with the exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

3. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

4. **Time of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

5. **Fund Availability:** This Agreement assumes that the Work will be completed on or before the end of the County's fiscal year. Financial obligations of the Board of County Commissioners of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By execution of this Agreement, County does not warrant funds will be available to fund this Agreement beyond the current fiscal year (December 31, 2022).

6. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

7. **Attorney Fees/Legal Costs:** In the event of a dispute between County and NWCWD, concerning this Agreement, the parties agree that neither party shall be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the other.

8. **Governmental Immunity:** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions available to the County or NWCWD, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, two duplicate originals of this Agreement, each of which shall be deemed an original, on the date first written above.

NORTH WELD COUNTY WATER DISTRICT

By: _____

_____ Date

Title: _____

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST:

Scott K. James, Chair

Weld County Clerk to the Board

BY: _____
Deputy Clerk to the Board


EXHIBIT A

LAND OWNER CONTACT INFORMATION

NO.	OWNER OR COMPANY	ADDRESS OR E-MAIL	NAME AND PHONE NUMBER
1	Vic Leffler and Sons Inc.	35945 CR 35, Eaton, CO 80615-8702	Russ Leffler (970-381-2455)
2	Don Anderson Inc.	15427 CR 74, Eaton, CO 80615-8611	Cade Anderson (908-329-5324)
3	Edward and Monika Mika	15681 CR 74, Eaton, CO 80615	Edward Mika (970-397-9607)

UTILITY CONTACT INFORMATION

1	Century Link (Phone & Fiber)	gcrispe@terratechllc.net	Gary Crispe (303-995-1465)
1		robert.rulli@centurylink.com	Robert Rulli (970-988-2120)
2	TDS Telecom (Fiber)	ken.mott@tdstelecom.com	Ken Mott (970-222-3401)
3	North Weld County Water District	jaredr@nwcwd.org	Jared Rauch (970-356-3020)
3		dcowing@providenceic.com	Dillon Cowing (970-997-5035)
3		dpytlik@providenceic.com	Darin Pytlik (970-290-9893)
4	Xcel Energy (Electric)	al.ermer@xcelenergy.com	Al Ermer (970-395-1237)
4		shayla.a.montano@xcelenergy.com	Shayla Montano (970-381-9734)
5	DCP Midstream (gas/oil)	lhagenlock@dcpmidstream.com	Lewis Hagenlock (970-378-6351)
5		jpbwier@dcpmidstream.com	Jesse Bwier (970-502-2127)
6	PDC Energy (gas/oil)	tammy.waters@pdce.com	Tammy Waters (970-313-5521)
7	Bayswater E&P, LLC	thammond@bayswater.us	Tyler Hammond (303-875-5875)
8	Noble Energy (gas/oil)	tj.mansfield@chevron.com	TJ Mansfield (970-631-2343)

Computer File Information		Index of Revisions			WELD COUNTY		As Constructed		WCR 74 / 33 INTERSECTION UTILITY CONTACT INFORMATION		Project No./Code	
Creation Date:	6/15/2022	Initials:	CLW	Date:		Comments:		Initials:		No Revisions:		PROJ: 23044, #STU CO30-078
Last Modified Date:	6/15/2022	Initials:	CLW	-	-	-	-	-		Revised:		GR-55
Full Path:	M:\PROJECTS_DESIGN\WCR 74 AND WCR 33 INTERSECTION\PRODUCTION DWGS			-	-	-	-	-		Void:		Sheet Number 28 of 221
Drawing File Name:	WCR 74_EX UTIL.DWG			-	-	-	-	-		Detailer:		CLW
AutoCAD Version:	2021	Scale:	AS NOTED	Units:	English	 PUBLIC WORKS DEPARTMENT 1111 H. STREET P.O. BOX 758 GREELEY, CO. 80632-0758 PHONE: (970) 356-4000 FAX: (970) 304-6497		Designer: CLW Detailer: CLW Sheet Subset:		Sheet Subset:		

POTHOLE INFORMATION

TEST HOLE NUMBER	TYPE OF UTILITY	UTILITY OWNER	UTILITY MATERIAL	UTILITY SIZE OR CAPACITY	UTILITY CONDITION	SURFACE TYPE	PAVEMENT THICKNESS	SOIL TYPE	GRADE ELEVATION	TOP OF UTIL ELEV	BOTTOM OF UTIL ELEV	PROJECT LOCATION DATA					MISCELLANEOUS NOTES
												ALIGNMENT	STATION	OFFSET	NORTHING	EASTING	
1	Fiber Optic/Telephone	CenturyLink	see notes	2"		N	N/A		4905.656	4902.706	4902.540				435006.274	206957.089	1.25" Direct Buried Telephone cable is 2' above the 2" PE.
2	Water	NWCWD	PVC	3"		N	N/A		4905.730	4901.370	4901.120				435007.679	206957.979	
3	HP Gas	DCP Midstream	Steel	8.5"		N	N/A		4895.425	4888.625	4887.920				435064.488	207667.823	
4	Water	NWCWD	PVC	3"		N	N/A		4896.069	4890.379	4890.013				435025.580	207607.369	
5	Fiber Optic/Telephone	CenturyLink	see notes	2"		N	N/A		4896.271	4892.751	4892.584				435020.500	207590.078	1.25" Direct Buried Telephone on top of 2" PE
6	Water	NWCWD	PVC	3"		N	N/A		4894.732	4889.132	4888.882				434998.932	207723.048	
7	Irrigation	Private	PVC	15"		N	N/A		4894.280	4889.860	4888.610				435075.245	207794.189	Pipe going N to S taps into the top of the pipe going E to W. Unable to expose pipe E to W due to T being encased in concrete.
8	N/A	N/A	N/A	N/A		N/A	N/A		4892.558	N/A	N/A				435086.45	208208.003	Unable to find utility. Dry hole.
9	Water	NWCWD	PVC	3"		N	N/A		4881.261	4876.941	4876.691				435060.283	208834.403	Has metal bracket around it. NWCWD confirmed its material is still PVC.
10	Fiber Optic	CenturyLink	see notes	2"		N	N/A		4881.184	4877.474	4877.307				435055.323	208833.996	In Conduit
11	HP Gas	DCP Midstream	Steel	8.5"		N	N/A		4904.818	4897.268	4896.560				434075.475	207789.112	Unabe to expose T due to being under water table
12	HP Gas	DCP Midstream	Steel	3"		N	N/A		4905.163	4900.063	4899.813				434072.329	207796.547	
13	Telephone	CenturyLink	see notes	1"		N	N/A		4905.635	4902.385	4902.301				433993.533	207866.729	Direct Buried Cable
15	Irrigation	UNK	PVC	12"		N	N/A		4893.056	4889.696	4888.696				434401.892	208383.114	Location moved by request from Weld County
16	Storm Drain	Private	CMP	10"		N	N/A		4907.130	4903.780	4902.950				434071.063	207816.908	
16A	HP Gas	DCP Midstream	Steel	3"		N	N/A		4906.810	4896.990	4896.740				434078.658	207814.000	Unable to find waterline
18	Telephone	CenturyLink	see notes	1"		N	N/A		4894.899	4890.799	4890.716				434930.978	207771.436	Direct buried cable
19	HP Gas	DCP Midstream	Steel	3"		N	N/A		4893.806	4890.036	4889.786				436097.476	207773.981	
20	Water	NWCWD	N/A	N/A		N	N/A		4894.430	N/A	N/A				435182.771	207737.970	Unable to find utility. Dry hole. Line will be abandoned as of Jan 8th 2021, according to NWCWD.
20A	Telephone	CenturyLink	see notes	1"		N	N/A		4894.457	4891.197	4891.113				435182.847	207737.881	Direct buried cable
21	Water	NWCWD	PVC	8"		N	N/A		4894.042	4888.942	4888.275				435180.197	207771.123	
22	Irrigation	Private	VCP	12"		N	N/A		4894.457	4887.987	4886.987				435176.202	207785.291	
23	Irrigation	Private	VCP	12"		N	N/A		4894.185	4888.825	4887.825				435442.823	207625.663	
23A	Irrigation	Private	VCP	12"		N	N/A		4893.492	4888.532	4887.532				435397.634	207690.482	
23B	Irrigation	Private	VCP	12"		N	N/A		4893.017	4888.707	4887.707				435367.065	207732.619	
24	N/A	N/A	N/A	N/A		N/A	N/A		4893.326	N/A	N/A				435354.311	207791.160	Unable to find utility. Dry hole.
25	Telephone	CenturyLink	see notes	1"		N	N/A		4893.736	4889.916	4889.830				435026.503	207843.596	
26	Irrigation	Private	RCP	18"		N	N/A		4894.983	4892.543	4891.043				435884.346	207791.275	
27	Irrigation	Private	RCP	18"		N	N/A		4894.217	4889.757	4888.256				435889.439	207703.858	
28	HP Gas	DCP Midstream	Steel	8.5"		N	N/A		4893.869	4889.419	4888.711				436097.402	207774.849	
29	Water	NWCWD	PVC	2"		N	N/A		4892.290	4887.570	4887.403				436303.678	207823.230	
30	Water	NWCWD	PVC	8"		N	N/A		4892.772	4888.512	4887.845				436297.331	207857.134	

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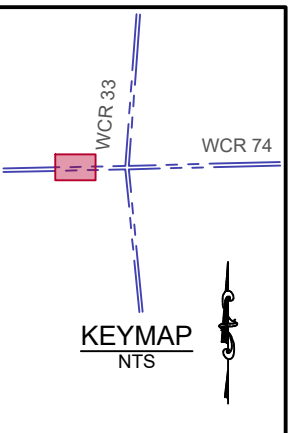
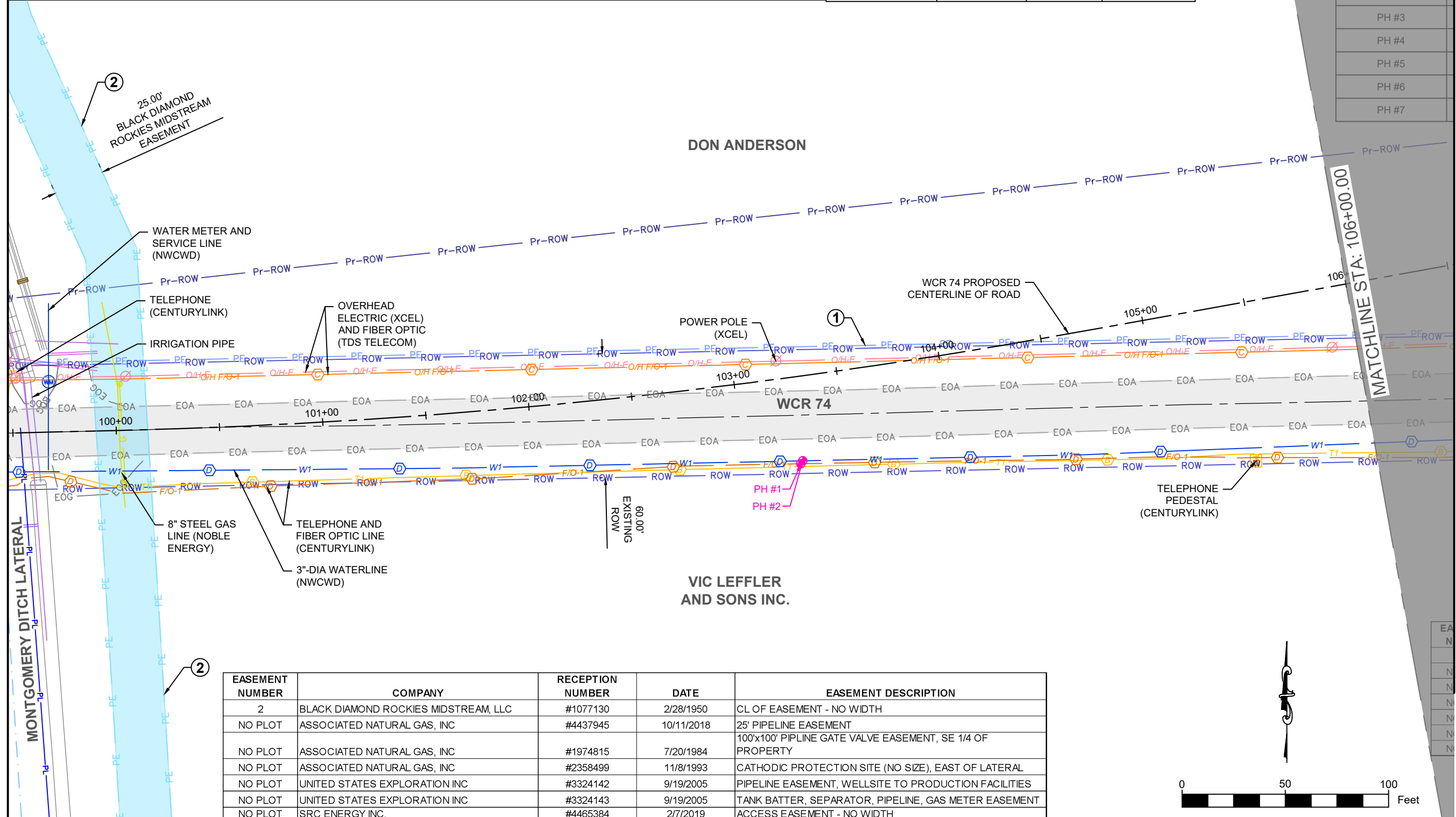


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FAX: (970) 304-6497

EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION	POINT TABLE			
1	HOME GAS & ELECTRIC CO.	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH				
2	BLACK DIAMOND ROCKIES MIDSTREAM, LLC	#4437945	10/11/2018	25' PIPELINE EASEMENT	DESCRIPTION	NORTHING	EASTING	ELEVATION
NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT	#656289	11/19/1932	USE OF IRRIGATION PUMP	PH #1	435,006.28	206,957.09	4905.66
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1923140 & 1923135	4/11/1983	35' PIPELINE EASEMENT	PH #2	435,007.68	206,957.98	4905.73
NO PLOT	PDC ENERGY INC.	#4455591	12/21/2018	WELL PAD, ACCESS ROAD, PIPELINES, ELECTRIC LINES				

NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT
NO PLOT	ASSOCIATED NATURAL GAS INC.
NO PLOT	PDC ENERGY INC.

DESCRIPTION
PH #3
PH #4
PH #5
PH #6
PH #7




EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
2	BLACK DIAMOND ROCKIES MIDSTREAM, LLC	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	ASSOCIATED NATURAL GAS, INC	#4437945	10/11/2018	25' PIPELINE EASEMENT
NO PLOT	ASSOCIATED NATURAL GAS, INC	#1974815	7/20/1984	100'x100' PIPELINE GATE VALVE EASEMENT, SE 1/4 OF PROPERTY
NO PLOT	ASSOCIATED NATURAL GAS, INC	#2358499	11/8/1993	CATHODIC PROTECTION SITE (NO SIZE), EAST OF LATERAL
NO PLOT	UNITED STATES EXPLORATION INC	#3324142	9/19/2005	PIPELINE EASEMENT, WELLSITE TO PRODUCTION FACILITIES
NO PLOT	UNITED STATES EXPLORATION INC	#3324143	9/19/2005	TANK BATTER, SEPARATOR, PIPELINE, GAS METER EASEMENT
NO PLOT	SRC ENERGY INC.	#4465384	2/7/2019	ACCESS EASEMENT - NO WIDTH



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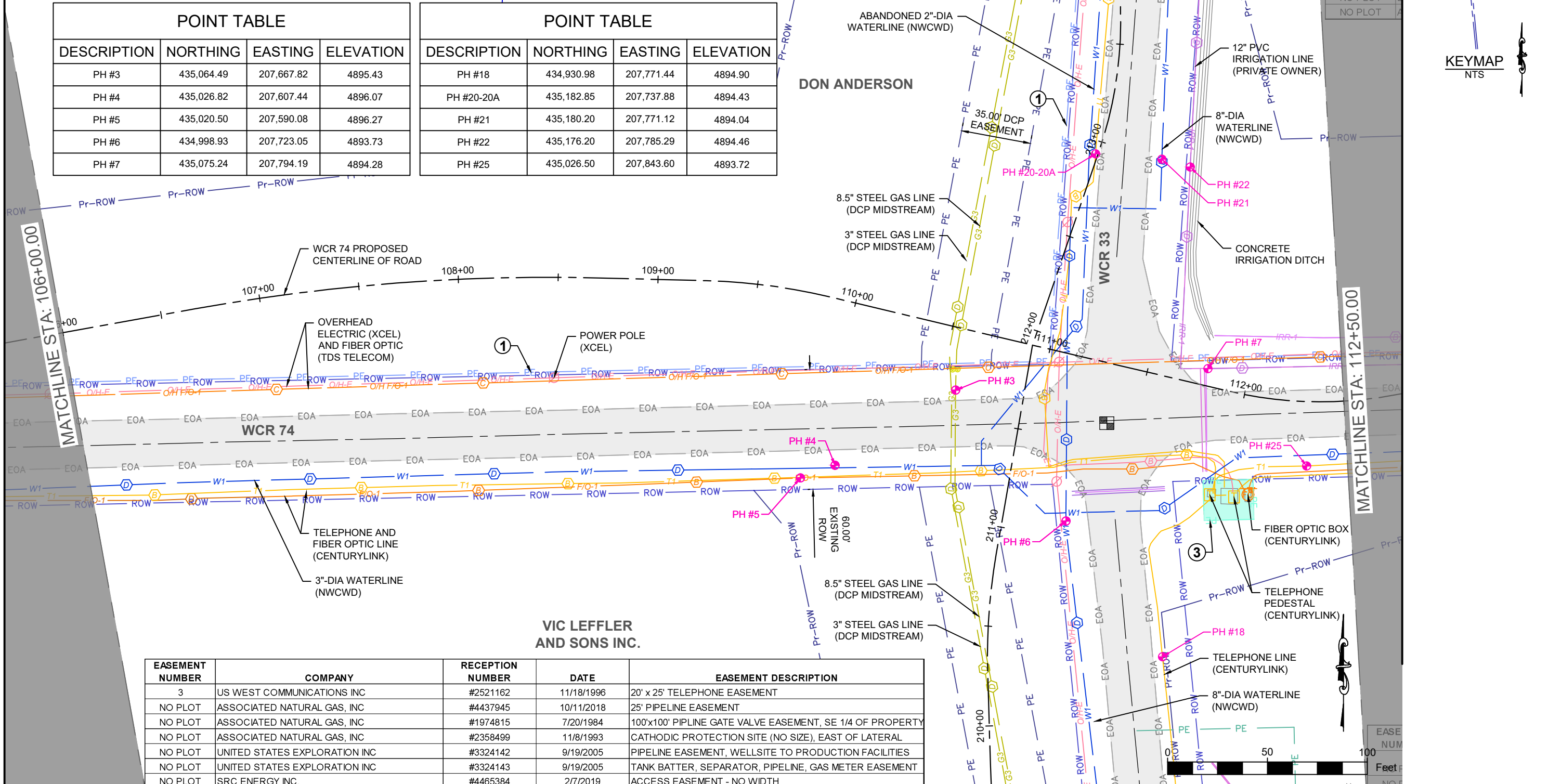
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Detailer:	CLW
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EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
1	HOME GAS & ELECTRIC CO.	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH
2	BLACK DIAMOND ROCKIES MIDSTREAM, LLC	#4437945	10/11/2018	25' PIPELINE EASEMENT
NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT	#656289	11/19/1932	USE OF IRRIGATION PUMP
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1923140 & 1923135	4/11/1983	35' PIPELINE EASEMENT
NO PLOT	PDC ENERGY INC.	#4455591	12/21/2018	WELL PAD, ACCESS ROAD, PIPELINES, ELECTRIC LINES

POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #3	435,064.49	207,667.82	4895.43
PH #4	435,026.82	207,607.44	4896.07
PH #5	435,020.50	207,590.08	4896.27
PH #6	434,998.93	207,723.05	4893.73
PH #7	435,075.24	207,794.19	4894.28

POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #18	434,930.98	207,771.44	4894.90
PH #20-20A	435,182.85	207,737.88	4894.43
PH #21	435,180.20	207,771.12	4894.04
PH #22	435,176.20	207,785.29	4894.46
PH #25	435,026.50	207,843.60	4893.72



EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
4				
NO PLOT				
NO PLOT				
NO PLOT				
NO PLOT				




EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
3	US WEST COMMUNICATIONS INC	#2521162	11/18/1996	20' x 25' TELEPHONE EASEMENT
NO PLOT	ASSOCIATED NATURAL GAS, INC	#4437945	10/11/2018	25' PIPELINE EASEMENT
NO PLOT	ASSOCIATED NATURAL GAS, INC	#1974815	7/20/1984	100'x100' PIPELINE GATE VALVE EASEMENT, SE 1/4 OF PROPERTY
NO PLOT	ASSOCIATED NATURAL GAS, INC	#2358499	11/8/1993	CATHODIC PROTECTION SITE (NO SIZE), EAST OF LATERAL
NO PLOT	UNITED STATES EXPLORATION INC	#3324142	9/19/2005	PIPELINE EASEMENT, WELLSITE TO PRODUCTION FACILITIES
NO PLOT	UNITED STATES EXPLORATION INC	#3324143	9/19/2005	TANK BATTER, SEPARATOR, PIPELINE, GAS METER EASEMENT
NO PLOT	SRC ENERGY INC.	#4465384	2/7/2019	ACCESS EASEMENT - NO WIDTH

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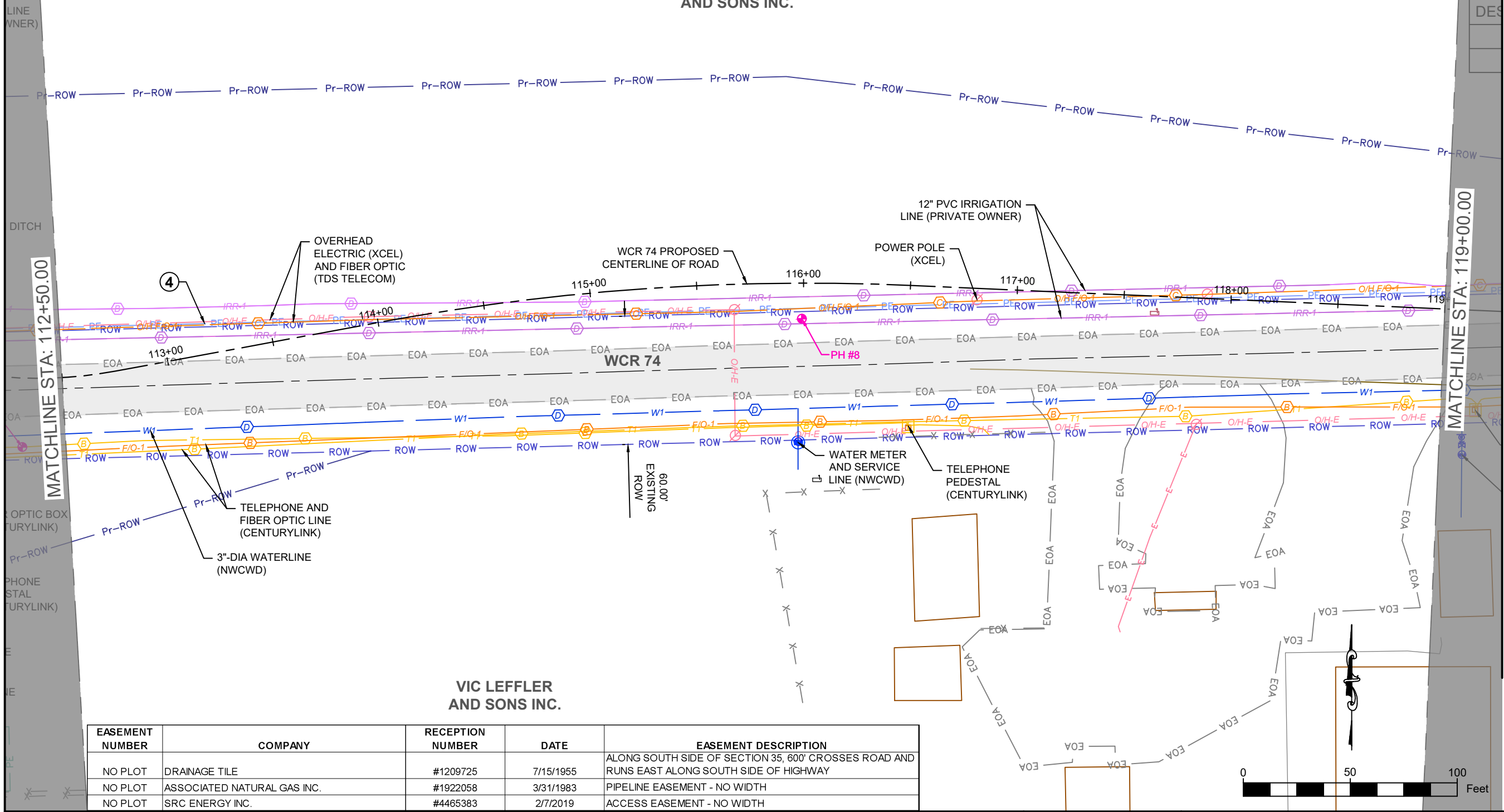
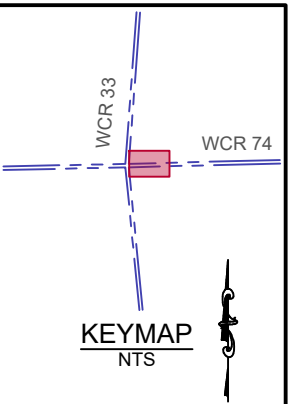
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EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
4	HOME GAS & ELECTRIC CO.	#1077129	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	RIGHT OF WAY FOR A DITCH			SW OF THE SW 35-7-66
NO PLOT	RIGHT OF WAY FOR GRAHAM DITCH	#82016, 139776	1/14/1902, 4/2/1909	SW OF THE SW 35-7-66
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS, INC.	#1922055	3/31/1983	PIPELINE EASEMENT

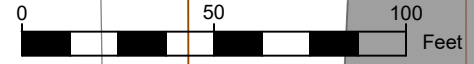
POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #8	435,086.45	208,208.00	4892.56

VIC LEFFLER AND SONS INC.



VIC LEFFLER AND SONS INC.


EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1922058	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	SRC ENERGY INC.	#4465383	2/7/2019	ACCESS EASEMENT - NO WIDTH



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WELD COUNTY



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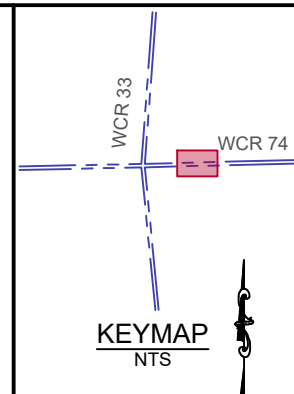
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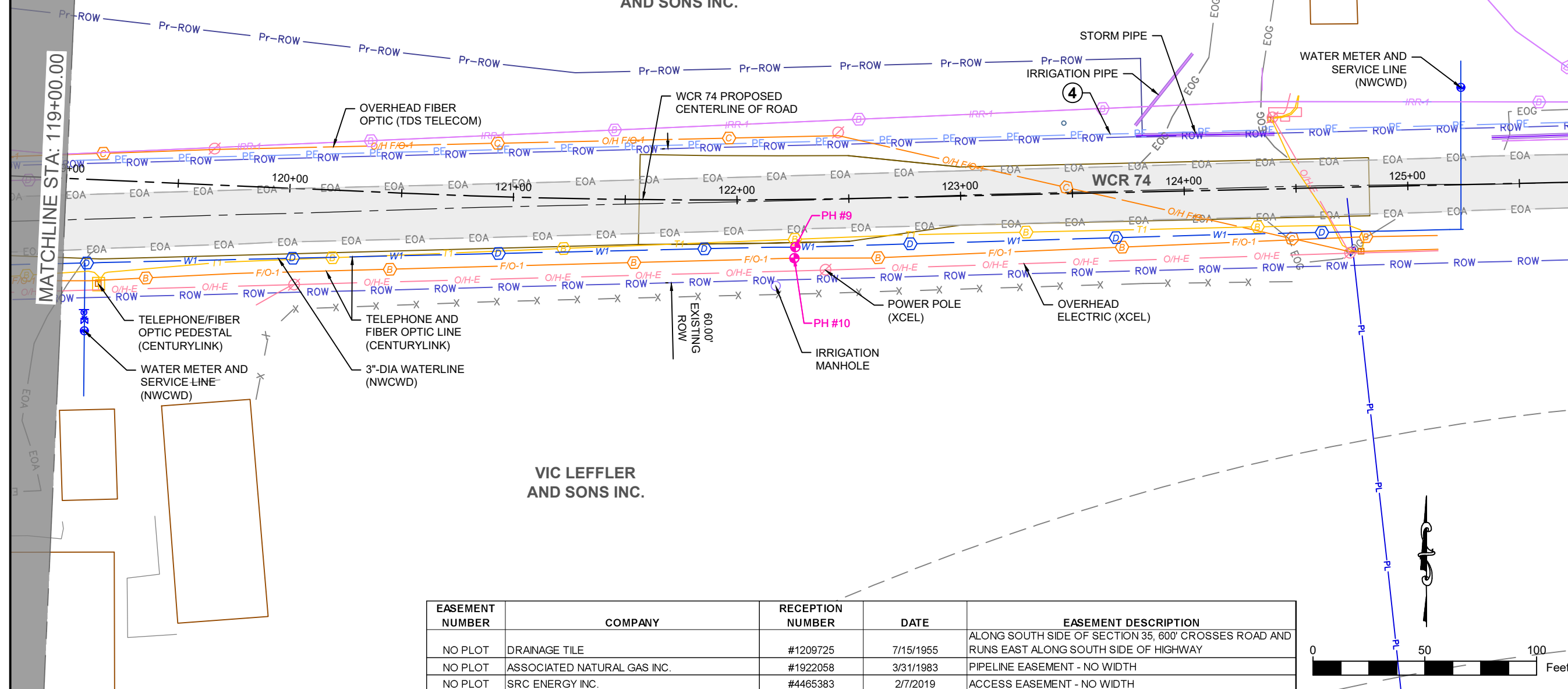
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4	HOME GAS & ELECTRIC CO.	#1077129	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	RIGHT OF WAY FOR A DITCH			SW OF THE SW 35-7-66
NO PLOT	RIGHT OF WAY FOR GRAHAM DITCH	#82016, 139776	1/14/1902, 4/2/1909	SW OF THE SW 35-7-66
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS, INC.	#1922055	3/31/1983	PIPELINE EASEMENT

POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #9	435,060.28	208,834.40	4881.26
PH #10	435,055.32	208,834.00	4881.18



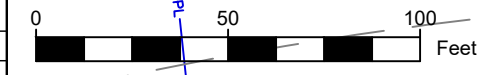
VIC LEFFLER AND SONS INC.

MATCHLINE STA: 119+00.00



VIC LEFFLER AND SONS INC.


EASEMENT NUMBER	COMPANY	RECEPTION NUMBER	DATE	EASEMENT DESCRIPTION
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1922058	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	SRC ENERGY INC.	#4465383	2/7/2019	ACCESS EASEMENT - NO WIDTH



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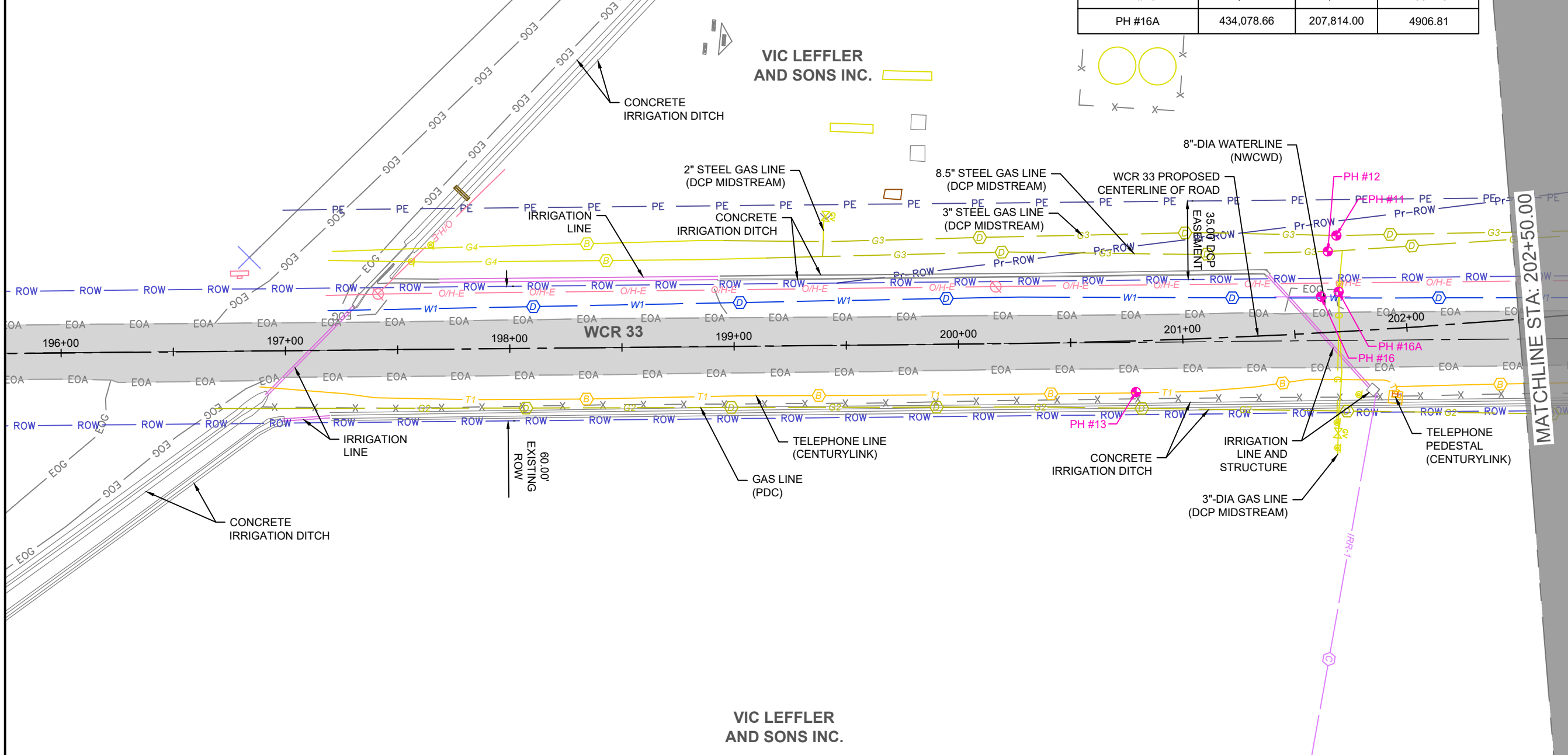
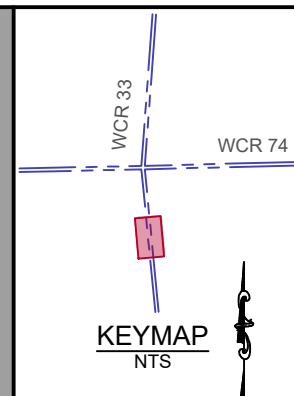
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NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
NO PLOT	ASSOCIATED NATURAL GAS INC	#1922056	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	ASSOCIATED NATURAL GAS INC	#1974815	7/20/1984	100'x100' PIPELINE GATE VALVE EASEMENT, SE 1/4 OF PROPERTY
NO PLOT	ASSOCIATED NATURAL GAS INC	#2358499	11/8/1993	CATHODIC PROTECTION EASEMENT - NO SIZE
NO PLOT	UNITED STATES EXPLORATION, INC	#3324142	9/19/2005	PIPELINE EASEMENT (OPDYKE 32-3), WELLSITE TO PRODUCTION FACILITIES
NO PLOT	UNITED STATES EXPLORATION, INC	#3324143	9/19/2005	EASEMENT FOR TANK BATTER, SEPARATOR, PIPELINE, GAS METER
NO PLOT	SRC ENERGY, INC.	#4465384	2/7/2019	ACCESS EASEMENT - NO WIDTH

POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #11	434,075.48	207,789.11	4904.82
PH #12	434,072.33	207,796.55	4905.16
PH #13	433,992.59	207,866.47	4905.64
PH #16	434,071.06	207,816.91	4907.13
PH #16A	434,078.66	207,814.00	4906.81



NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1922058	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	SRC ENERGY INC.	#4465383	2/7/2019	ACCESS EASEMENT - NO WIDTH

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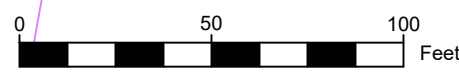
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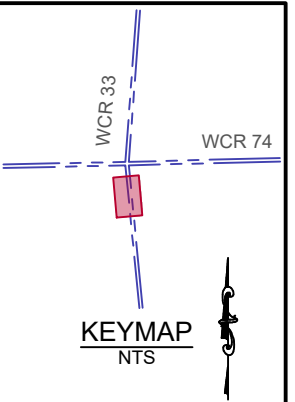
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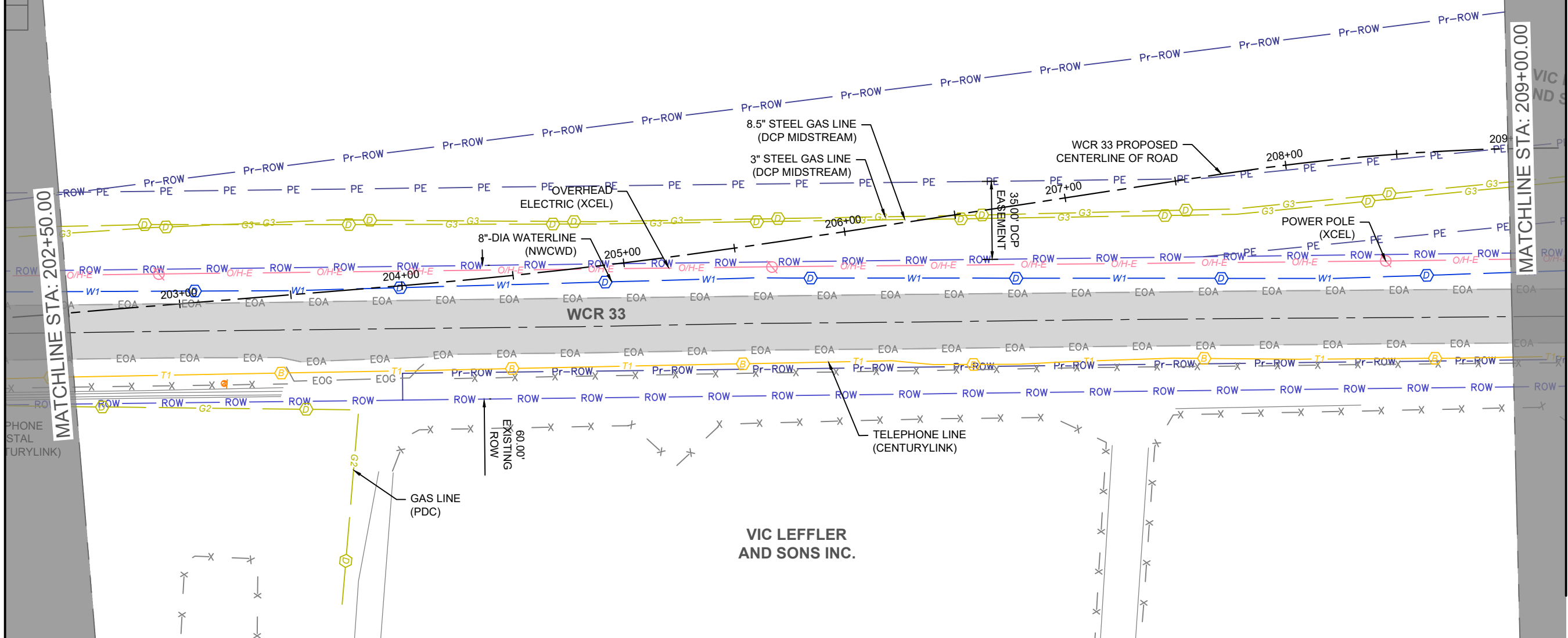


MATCHLINE STA: 202+50.00

NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
NO PLOT	ASSOCIATED NATURAL GAS INC	#1922056	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	ASSOCIATED NATURAL GAS INC	#1974815	7/20/1984	100'x100' PIPELINE GATE VALVE EASEMENT, SE 1/4 OF PROPERTY
NO PLOT	ASSOCIATED NATURAL GAS INC	#2358499	11/8/1993	CATHODIC PROTECTION EASEMENT - NO SIZE
NO PLOT	UNITED STATES EXPLORATION, INC	#3324142	9/19/2005	PIPELINE EASEMENT (OPDYKE 32-3), WELLSITE TO PRODUCTION FACILITIES
NO PLOT	UNITED STATES EXPLORATION, INC	#3324143	9/19/2005	EASEMENT FOR TANK BATTER, SEPARATOR, PIPELINE, GAS METER
NO PLOT	SRC ENERGY, INC.	#4465384	2/7/2019	ACCESS EASEMENT - NO WIDTH

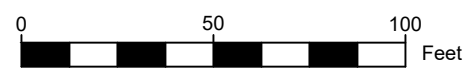


VIC LEFFLER AND SONS INC.



VIC LEFFLER AND SONS INC.


NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1922058	3/31/1983	PIPELINE EASEMENT - NO WIDTH
NO PLOT	SRC ENERGY INC.	#4465383	2/7/2019	ACCESS EASEMENT - NO WIDTH



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WELD COUNTY



PUBLIC WORKS DEPARTMENT
1111 H. STREET
P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

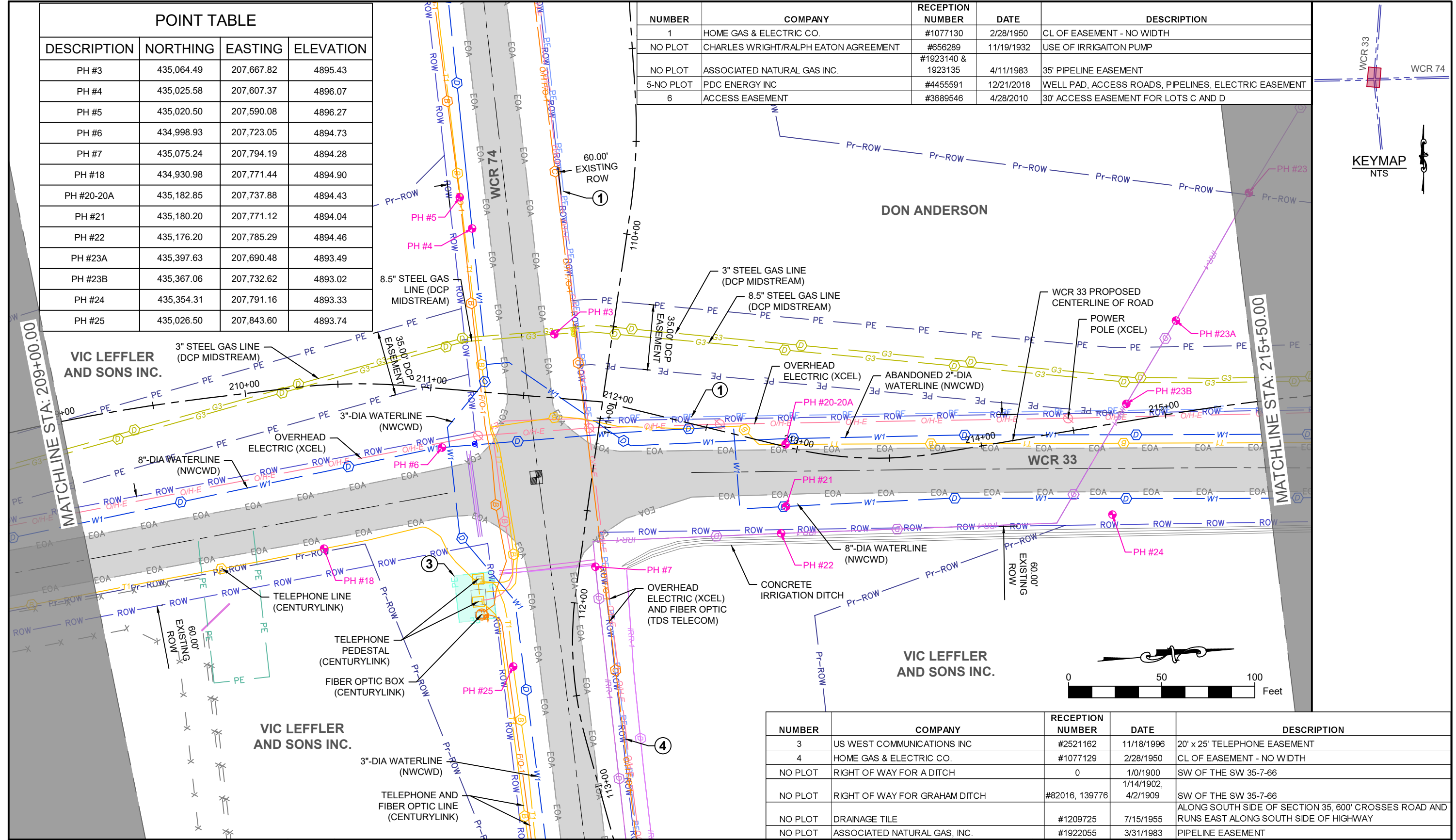
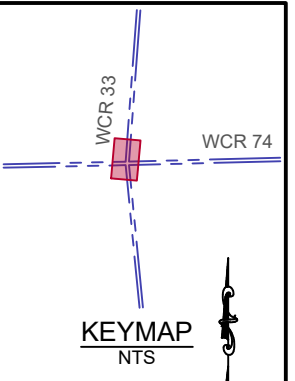
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Detailer:	CLW
Sheet Subset:	Sheet Subset:

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POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #3	435,064.49	207,667.82	4895.43
PH #4	435,025.58	207,607.37	4896.07
PH #5	435,020.50	207,590.08	4896.27
PH #6	434,998.93	207,723.05	4894.73
PH #7	435,075.24	207,794.19	4894.28
PH #18	434,930.98	207,771.44	4894.90
PH #20-20A	435,182.85	207,737.88	4894.43
PH #21	435,180.20	207,771.12	4894.04
PH #22	435,176.20	207,785.29	4894.46
PH #23A	435,397.63	207,690.48	4893.49
PH #23B	435,367.06	207,732.62	4893.02
PH #24	435,354.31	207,791.16	4893.33
PH #25	435,026.50	207,843.60	4893.74

NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
1	HOME GAS & ELECTRIC CO.	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT	#656289	11/19/1932	USE OF IRRIGATION PUMP
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1923140 & 1923135	4/11/1983	35' PIPELINE EASEMENT
5-NO PLOT	PDC ENERGY INC	#4455591	12/21/2018	WELL PAD, ACCESS ROADS, PIPELINES, ELECTRIC EASEMENT
6	ACCESS EASEMENT	#3689546	4/28/2010	30' ACCESS EASEMENT FOR LOTS C AND D



NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
3	US WEST COMMUNICATIONS INC	#2521162	11/18/1996	20' x 25' TELEPHONE EASEMENT
4	HOME GAS & ELECTRIC CO.	#1077129	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	RIGHT OF WAY FOR A DITCH	0	1/0/1900	SW OF THE SW 35-7-66
NO PLOT	RIGHT OF WAY FOR GRAHAM DITCH	#82016, 139776	1/14/1902, 4/2/1909	SW OF THE SW 35-7-66
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS, INC.	#1922055	3/31/1983	PIPELINE EASEMENT

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AutoCAD Version:	2021 Scale: AS NOTED Units: English

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WELD COUNTY

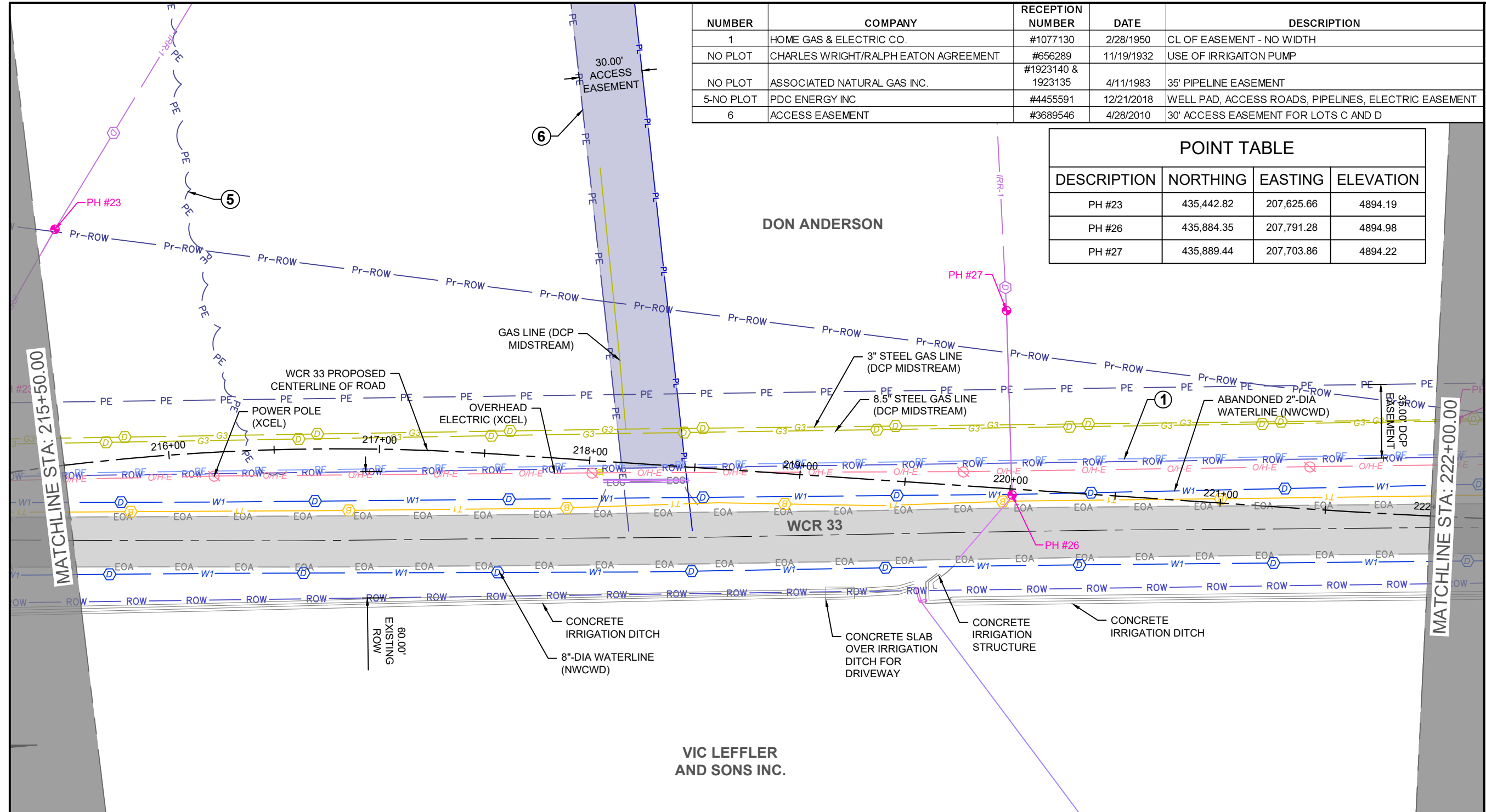
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P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

As Constructed	WCR 74 / 33 INTERSECTION EXISTING UTILITY PLAN (SHT 7)		Project No./Code
No Revisions:	Designer:	CLW	PROJ: 23044, #STU CO30-078
Revised:	Detailer:	CLW	GR-55
Void:	Sheet Subset:		Sheet Number 36 of 221

NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
1	HOME GAS & ELECTRIC CO.	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT	#656289	11/19/1932	USE OF IRRIGATION PUMP
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1923140 & 1923135	4/11/1983	35' PIPELINE EASEMENT
5-NO PLOT	PDC ENERGY INC	#4455591	12/21/2018	WELL PAD, ACCESS ROADS, PIPELINES, ELECTRIC EASEMENT
6	ACCESS EASEMENT	#3689546	4/28/2010	30' ACCESS EASEMENT FOR LOTS C AND D

POINT TABLE			
DESCRIPTION	NORTHING	EASTING	ELEVATION
PH #23	435,442.82	207,625.66	4894.19
PH #26	435,884.35	207,791.28	4894.98
PH #27	435,889.44	207,703.86	4894.22

KEYMAP
NTS



MATCHLINE STA: 215+50.00

MATCHLINE STA: 222+00.00


NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
4	HOME GAS & ELECTRIC CO.	#1077129	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	RIGHT OF WAY FOR A DITCH			SW OF THE SW 35-7-66
NO PLOT	RIGHT OF WAY FOR GRAHAM DITCH	#82016, 139776	1/14/1902, 4/2/1909	SW OF THE SW 35-7-66
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS, INC.	#1922055	3/31/1983	PIPELINE EASEMENT



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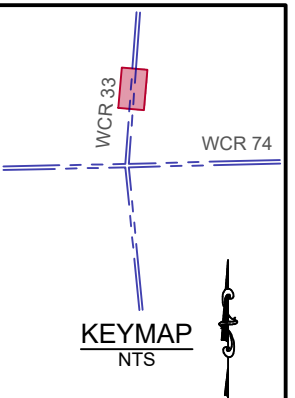
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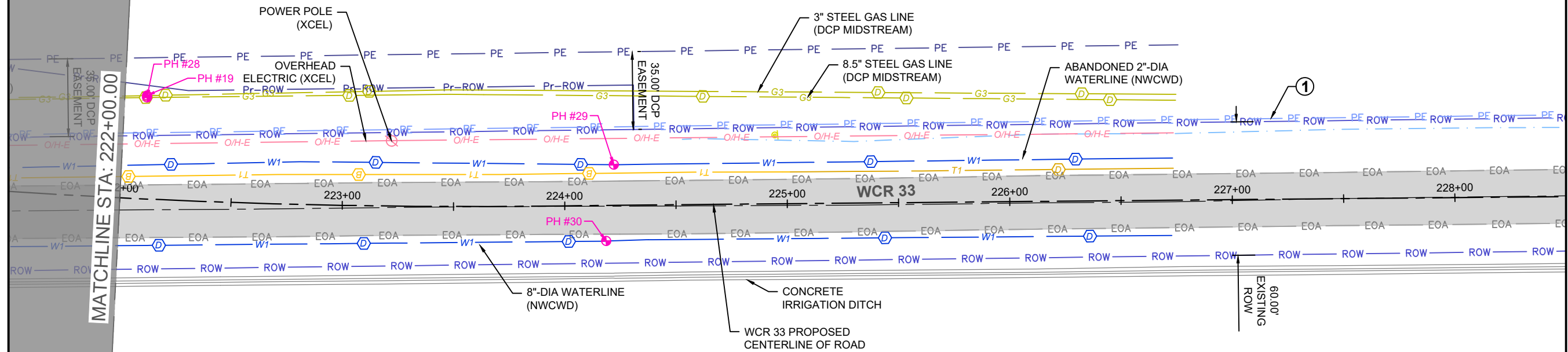
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PH #28	436,097.40	207,774.85	4893.87
PH #29	436,303.68	207,823.23	4892.29
PH #30	436,297.33	207,857.13	4892.77

NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
1	HOME GAS & ELECTRIC CO.	#1077130	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	CHARLES WRIGHT/RALPH EATON AGREEMENT	#656289	11/19/1932	USE OF IRRIGATION PUMP
NO PLOT	ASSOCIATED NATURAL GAS INC.	#1923140 & 1923135	4/11/1983	35' PIPELINE EASEMENT
5-NO PLOT	PDC ENERGY INC	#4455591	12/21/2018	WELL PAD, ACCESS ROADS, PIPELINES, ELECTRIC EASEMENT
6	ACCESS EASEMENT	#3689546	4/28/2010	30' ACCESS EASEMENT FOR LOTS C AND D

ELEVATION
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4894.22

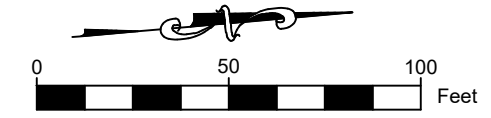


DON ANDERSON



VIC LEFFLER AND SONS INC.

NUMBER	COMPANY	RECEPTION NUMBER	DATE	DESCRIPTION
4	HOME GAS & ELECTRIC CO.	#1077129	2/28/1950	CL OF EASEMENT - NO WIDTH
NO PLOT	RIGHT OF WAY FOR A DITCH			SW OF THE SW 35-7-66
NO PLOT	RIGHT OF WAY FOR GRAHAM DITCH	#82016, 139776	1/14/1902, 4/2/1909	SW OF THE SW 35-7-66
NO PLOT	DRAINAGE TILE	#1209725	7/15/1955	ALONG SOUTH SIDE OF SECTION 35, 600' CROSSES ROAD AND RUNS EAST ALONG SOUTH SIDE OF HIGHWAY
NO PLOT	ASSOCIATED NATURAL GAS, INC.	#1922055	3/31/1983	PIPELINE EASEMENT



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GREELEY, CO. 80632-0758
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FAX: (970) 304-6497

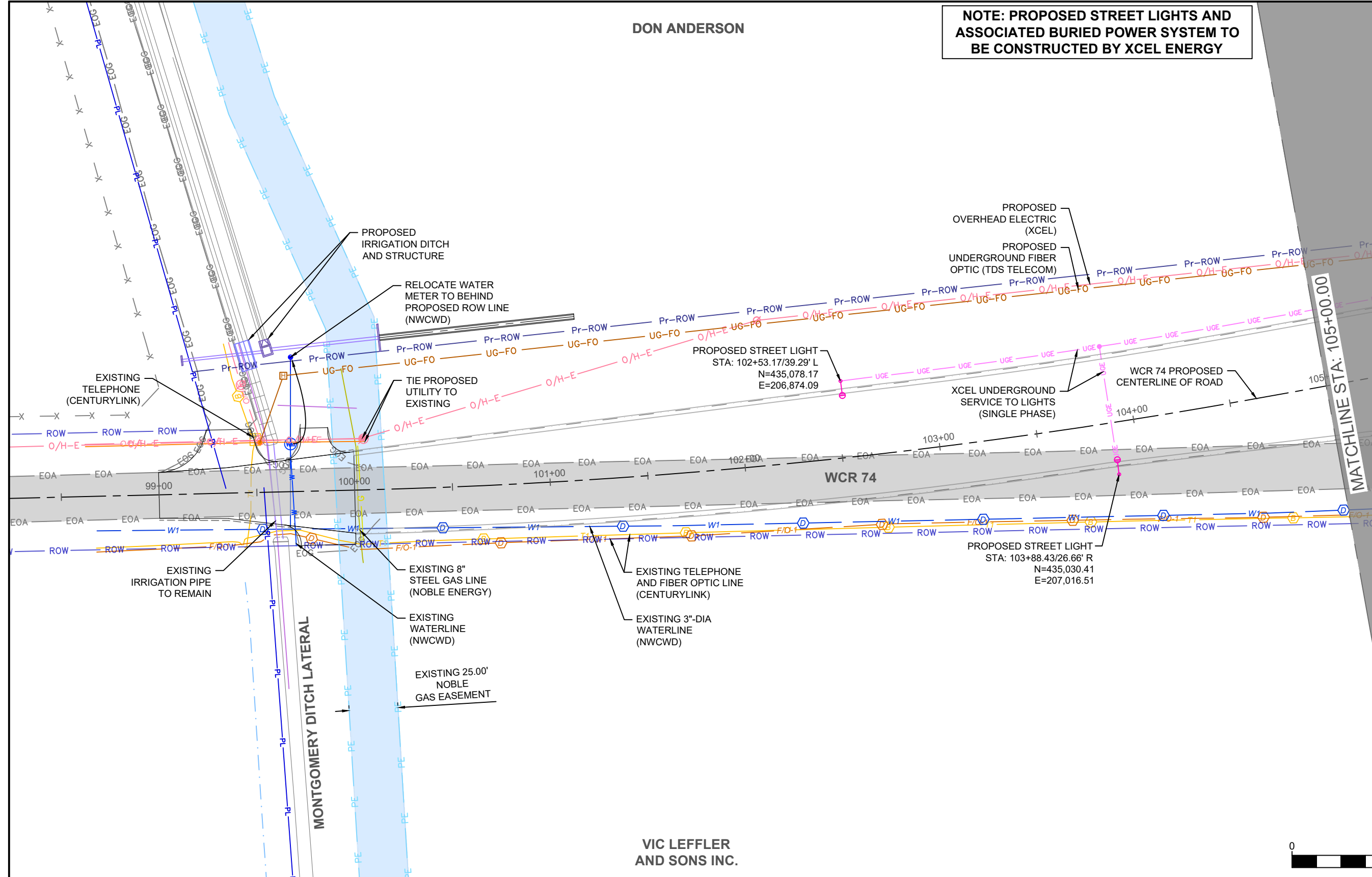
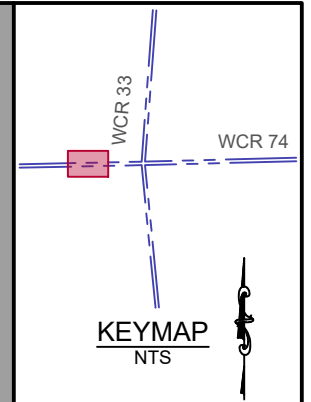
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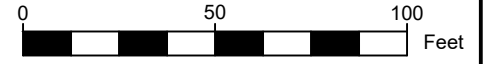
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DON ANDERSON

NOTE: PROPOSED STREET LIGHTS AND ASSOCIATED BURIED POWER SYSTEM TO BE CONSTRUCTED BY XCEL ENERGY



- NOTES:**
1. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES. THEY ARE INTENDED TO BE USED SOLELY FOR UTILITIES RELOCATION PLANNING. ALL UTILITIES COMPANIES SHALL BE RESPONSIBLE FOR THEIR OWN CONSTRUCTION DRAWINGS.
 2. THESE DRAWINGS DO NOT SHOW EXISTING UTILITIES TO BE REMOVED OR ABANDONED. ANY ABANDONED BURIED PIPELINES WHICH ARE 4" OR GREATER IN DIAMETER SHALL BE REMOVED BY THE UTILITIES COMPANIES.
 3. CONTRACTOR TO PROTECT EXISTING IRRIGATION FACILITIES IN PLACE. PROVIDE PHYSICAL BARRIERS AROUND ABOVE GRADE IRRIGATION APPURTENANCES FOR ADDITIONAL PROTECTION.
 4. FARMERS TO HAVE ACCESS TO IRRIGATION FACILITIES AT ALL TIMES.




VIC LEFFLER AND SONS INC.

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WELD COUNTY

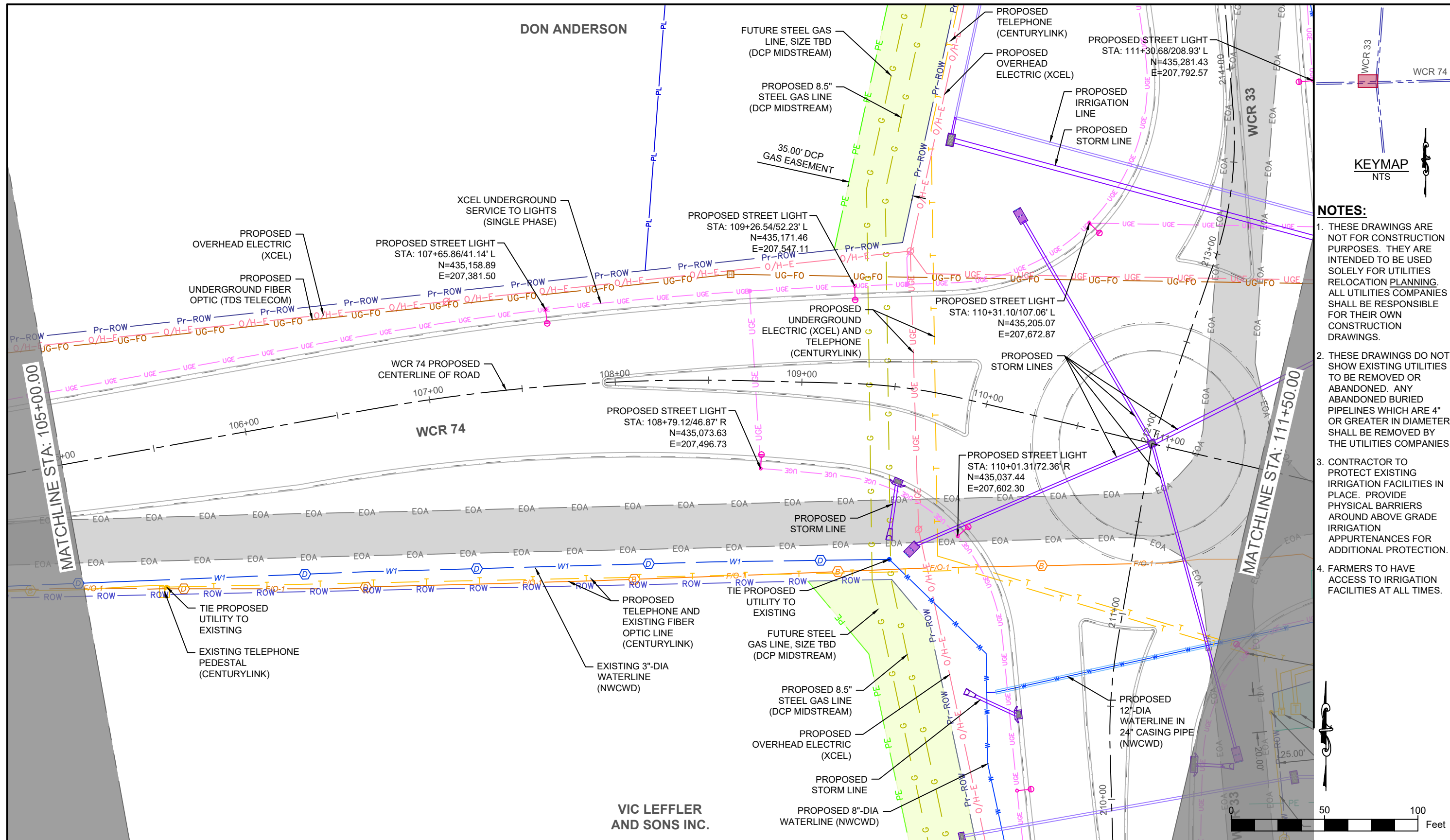


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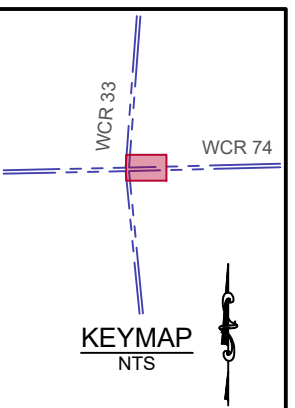
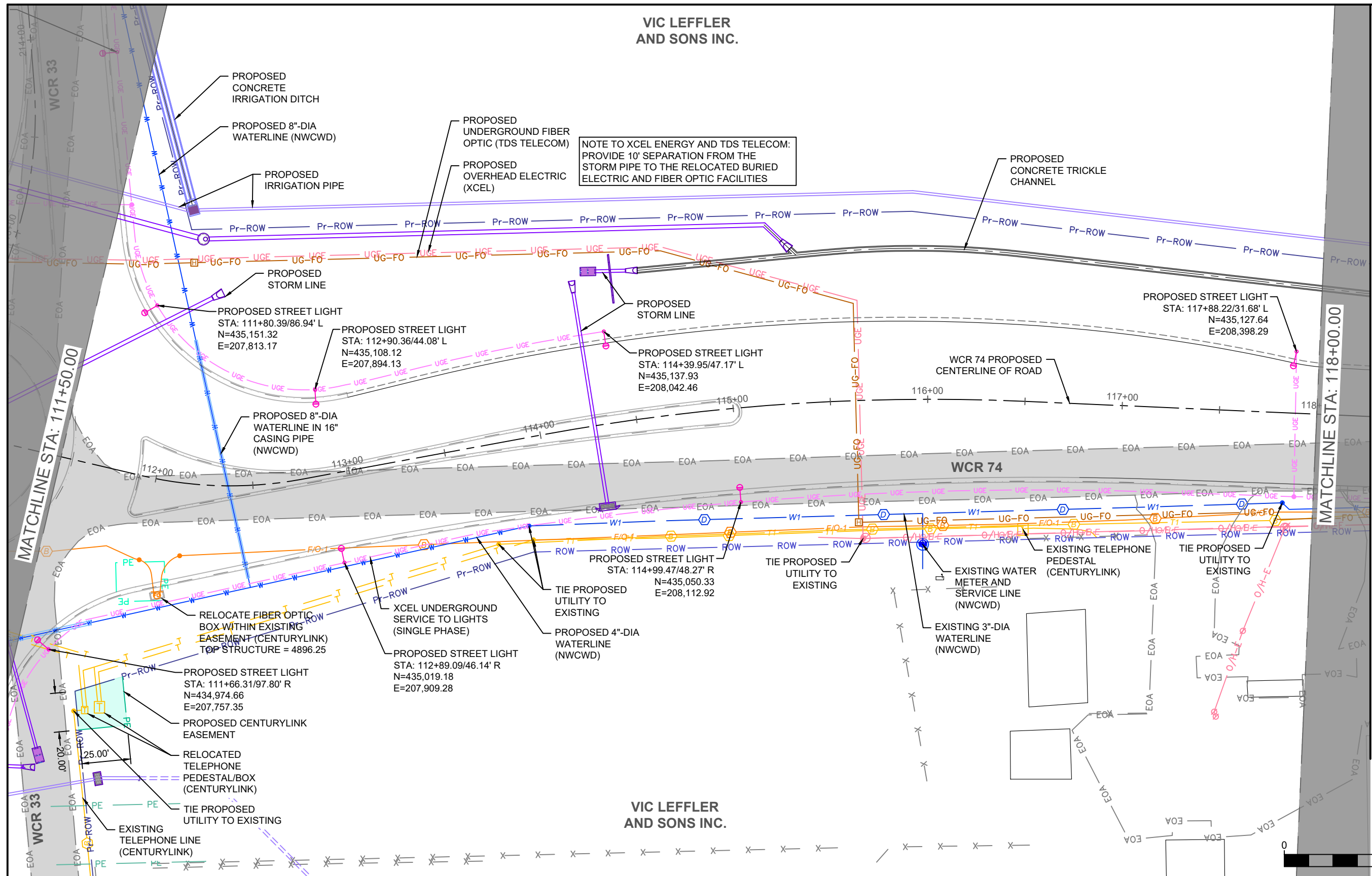
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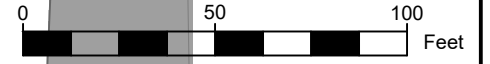


- NOTES:**
1. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES. THEY ARE INTENDED TO BE USED SOLELY FOR UTILITIES RELOCATION PLANNING. ALL UTILITIES COMPANIES SHALL BE RESPONSIBLE FOR THEIR OWN CONSTRUCTION DRAWINGS.
 2. THESE DRAWINGS DO NOT SHOW EXISTING UTILITIES TO BE REMOVED OR ABANDONED. ANY ABANDONED BURIED PIPELINES WHICH ARE 4" OR GREATER IN DIAMETER SHALL BE REMOVED BY THE UTILITIES COMPANIES.
 3. CONTRACTOR TO PROTECT EXISTING IRRIGATION FACILITIES IN PLACE. PROVIDE PHYSICAL BARRIERS AROUND ABOVE GRADE IRRIGATION APPURTENANCES FOR ADDITIONAL PROTECTION.
 4. FARMERS TO HAVE ACCESS TO IRRIGATION FACILITIES AT ALL TIMES.

VIC LEFFLER AND SONS INC.



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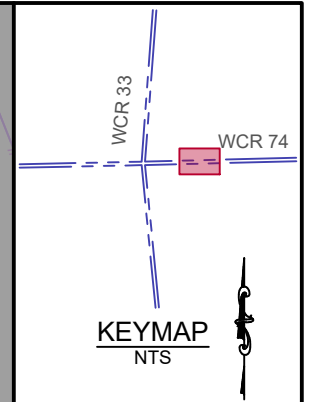
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FAX: (970) 304-6497

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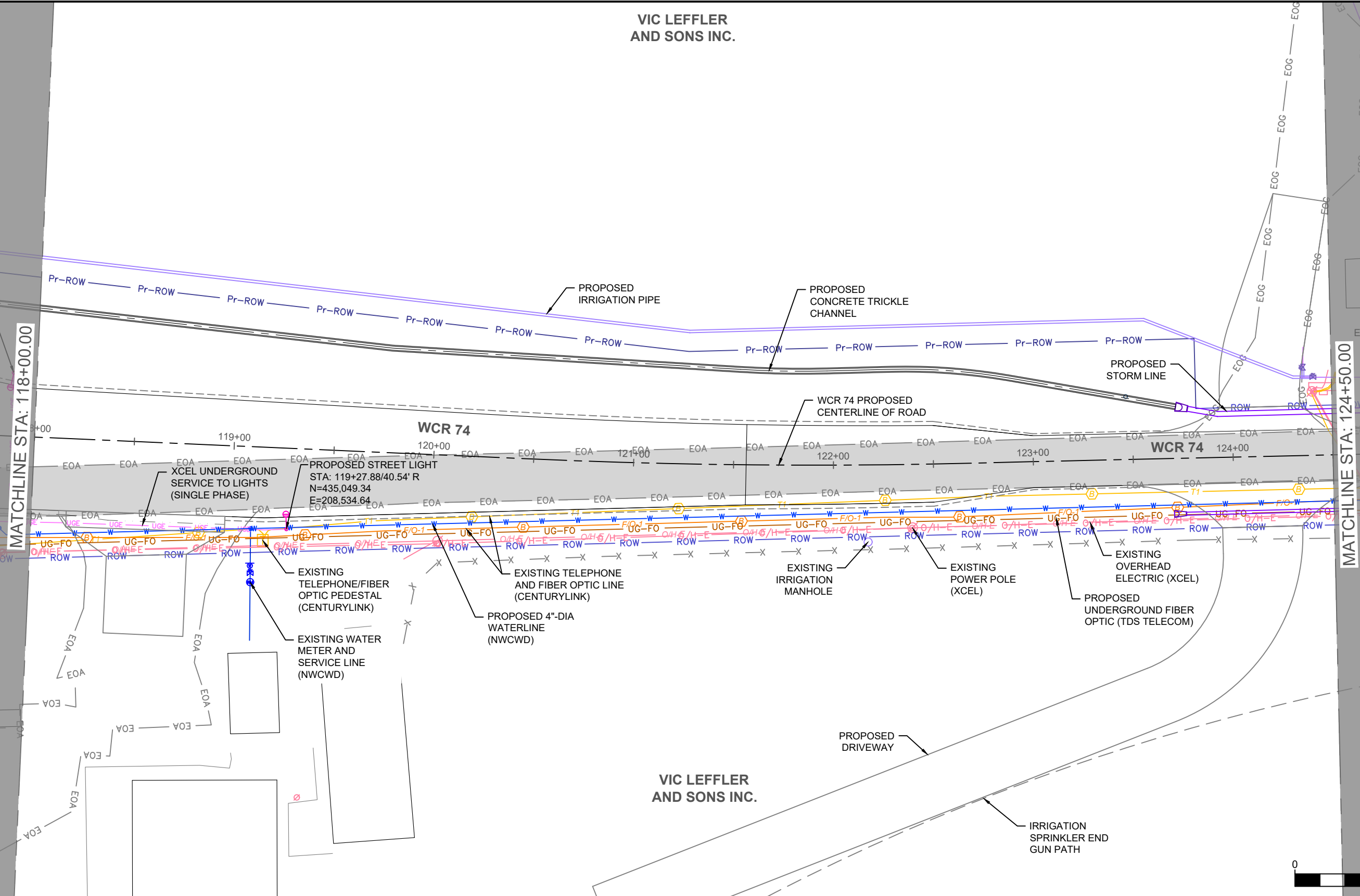
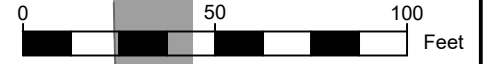
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VIC LEFFLER
AND SONS INC.



NOTES:


1. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES. THEY ARE INTENDED TO BE USED SOLELY FOR UTILITIES RELOCATION PLANNING. ALL UTILITIES COMPANIES SHALL BE RESPONSIBLE FOR THEIR OWN CONSTRUCTION DRAWINGS.
2. THESE DRAWINGS DO NOT SHOW EXISTING UTILITIES TO BE REMOVED OR ABANDONED. ANY ABANDONED BURIED PIPELINES WHICH ARE 4" OR GREATER IN DIAMETER SHALL BE REMOVED BY THE UTILITIES COMPANIES.
3. CONTRACTOR TO PROTECT EXISTING IRRIGATION FACILITIES IN PLACE. PROVIDE PHYSICAL BARRIERS AROUND ABOVE GRADE IRRIGATION APPURTENANCES FOR ADDITIONAL PROTECTION.
4. FARMERS TO HAVE ACCESS TO IRRIGATION FACILITIES AT ALL TIMES.



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WELD COUNTY

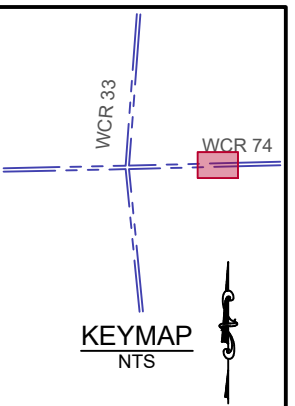
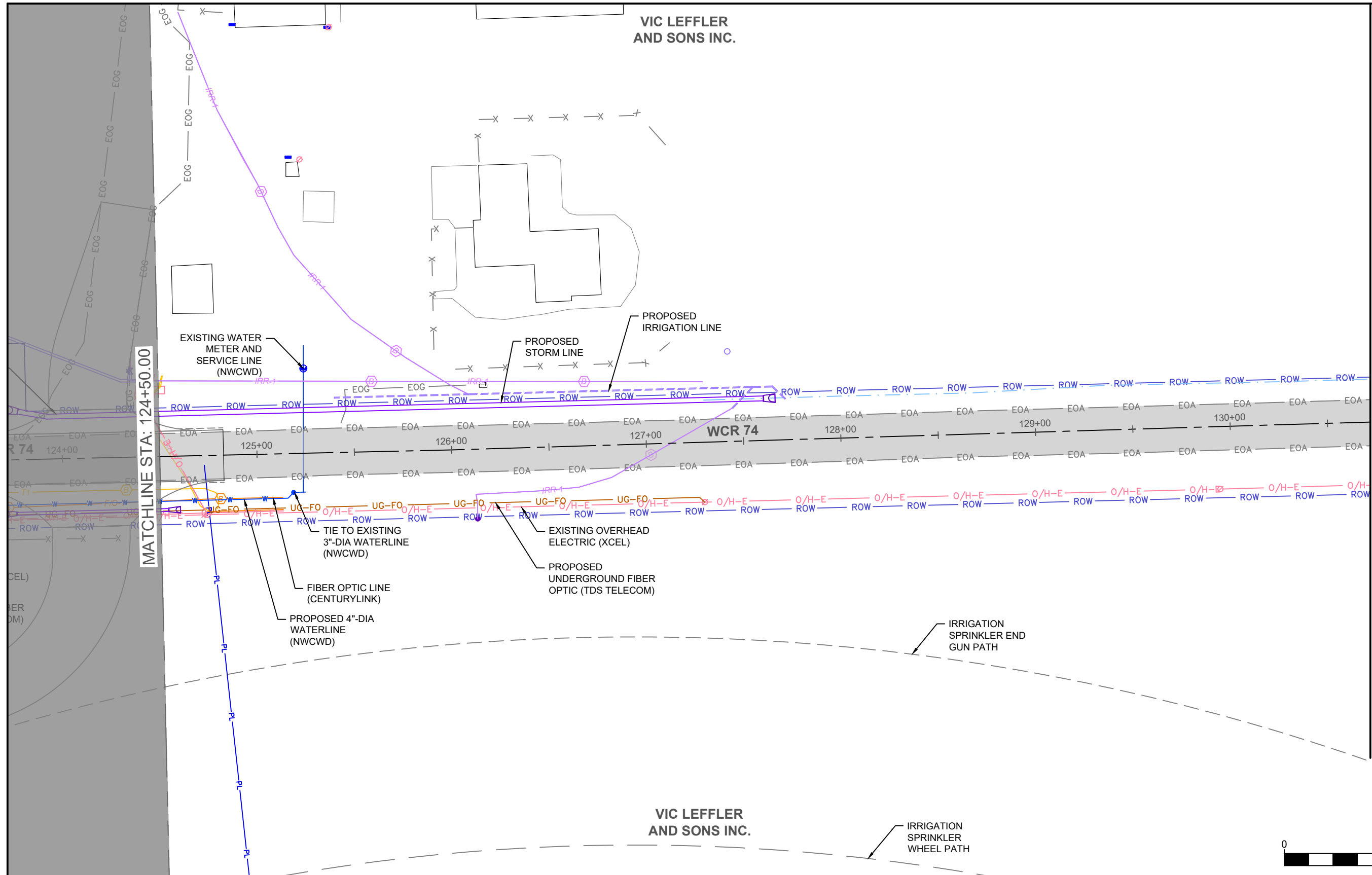


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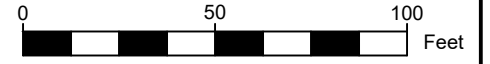
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- NOTES:**
1. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES. THEY ARE INTENDED TO BE USED SOLELY FOR UTILITIES RELOCATION PLANNING. ALL UTILITIES COMPANIES SHALL BE RESPONSIBLE FOR THEIR OWN CONSTRUCTION DRAWINGS.
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 4. FARMERS TO HAVE ACCESS TO IRRIGATION FACILITIES AT ALL TIMES.



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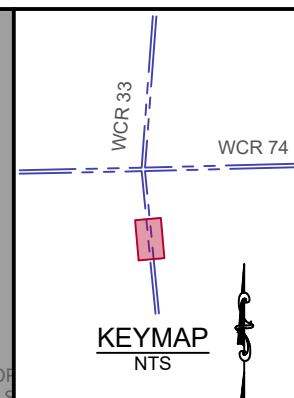
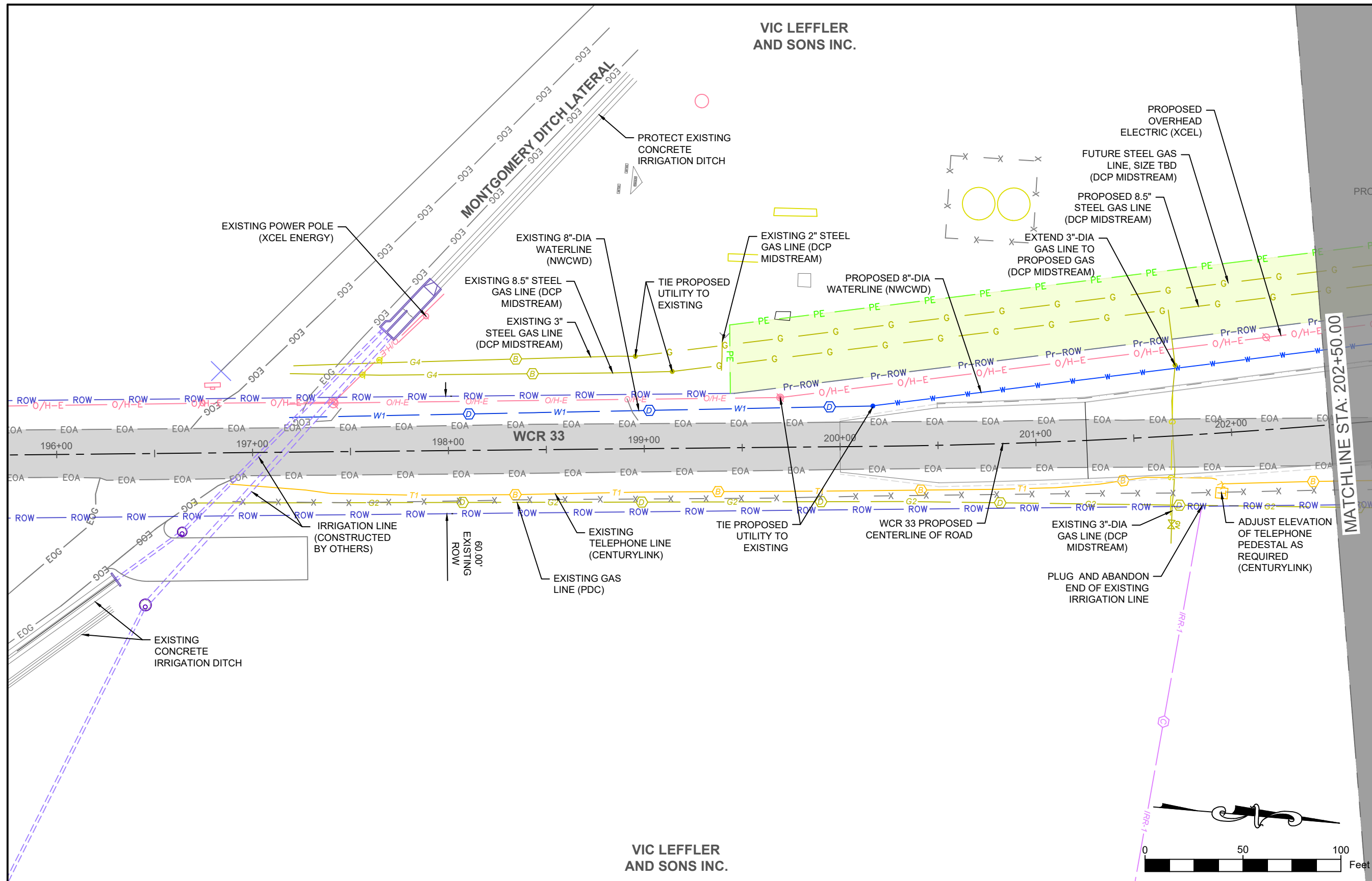
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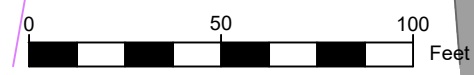
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Sheet Number 43 of 221



- NOTES:**
1. THESE DRAWINGS ARE NOT FOR CONSTRUCTION PURPOSES. THEY ARE INTENDED TO BE USED SOLELY FOR UTILITIES RELOCATION PLANNING. ALL UTILITIES COMPANIES SHALL BE RESPONSIBLE FOR THEIR OWN CONSTRUCTION DRAWINGS.
 2. THESE DRAWINGS DO NOT SHOW EXISTING UTILITIES TO BE REMOVED OR ABANDONED. ANY ABANDONED BURIED PIPELINES WHICH ARE 4" OR GREATER IN DIAMETER SHALL BE REMOVED BY THE UTILITIES COMPANIES.
 3. CONTRACTOR TO PROTECT EXISTING IRRIGATION FACILITIES IN PLACE. PROVIDE PHYSICAL BARRIERS AROUND ABOVE GRADE IRRIGATION APPURTENANCES FOR ADDITIONAL PROTECTION.
 4. FARMERS TO HAVE ACCESS TO IRRIGATION FACILITIES AT ALL TIMES.

MATCHLINE STA: 202+50.00




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Creation Date:	6/15/2022 Initials: CLW
Last Modified Date:	6/15/2022 Initials: CLW
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AutoCAD Version:	2021 Scale: AS NOTED Units: English

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Date:	Comments:	Initials:
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WELD COUNTY



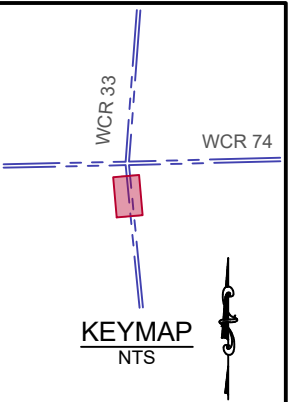
PUBLIC WORKS DEPARTMENT
1111 H. STREET
P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

As Constructed
No Revisions:
Revised:
Void:

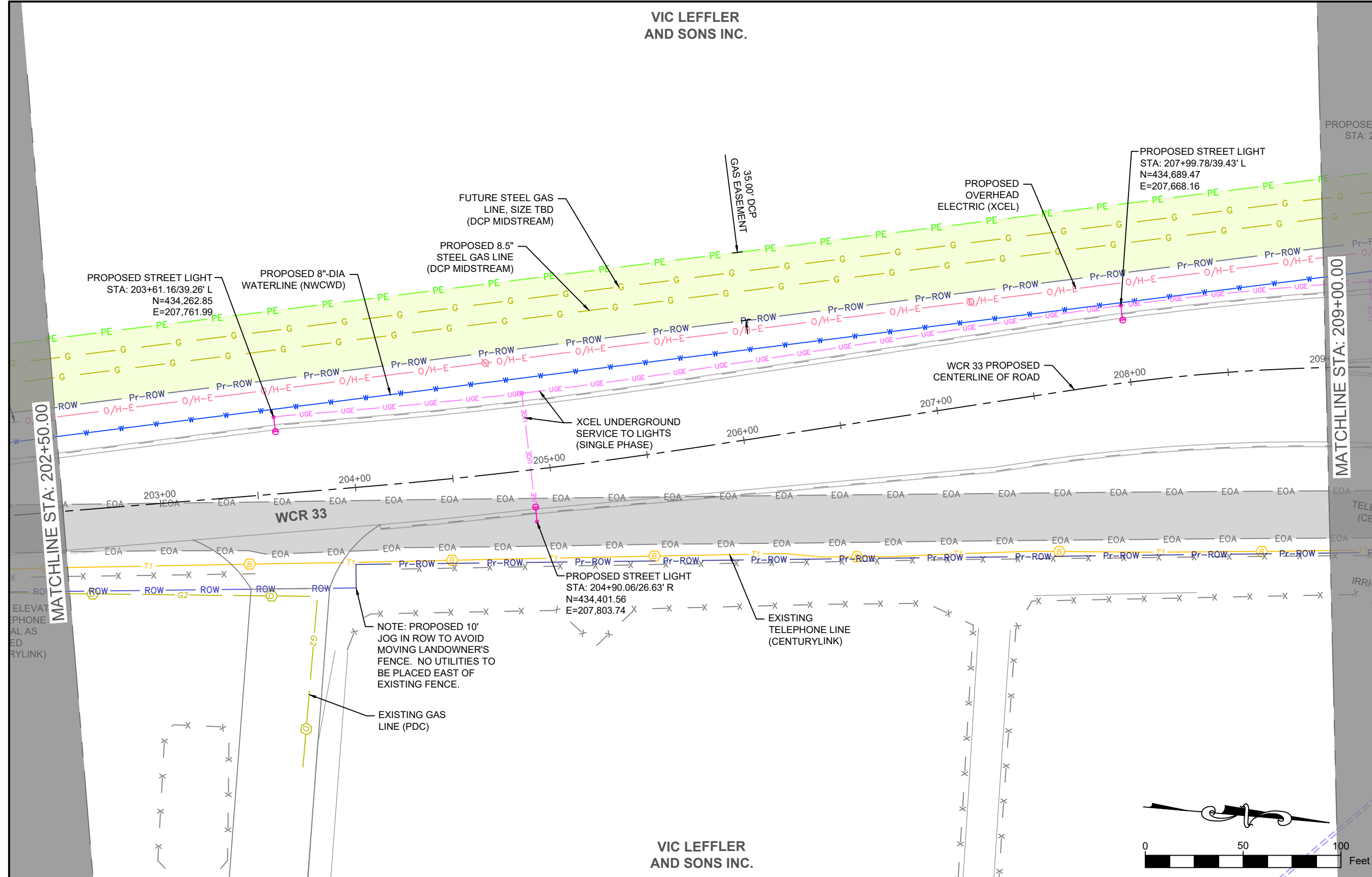
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Detailer:	CLW
Sheet Subset:	6

Project No./Code
PROJ: 23044, #STU CO30-078
GR-55
Sheet Number 44 of 221

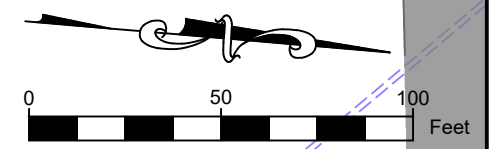
VIC LEFFLER
AND SONS INC.



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AutoCAD Version:	2021 Scale: AS NOTED Units: English

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WELD COUNTY

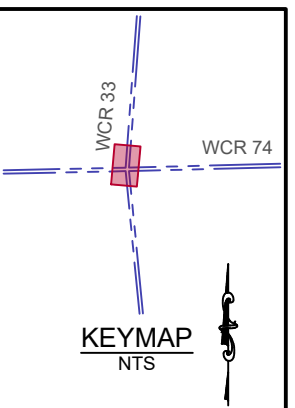
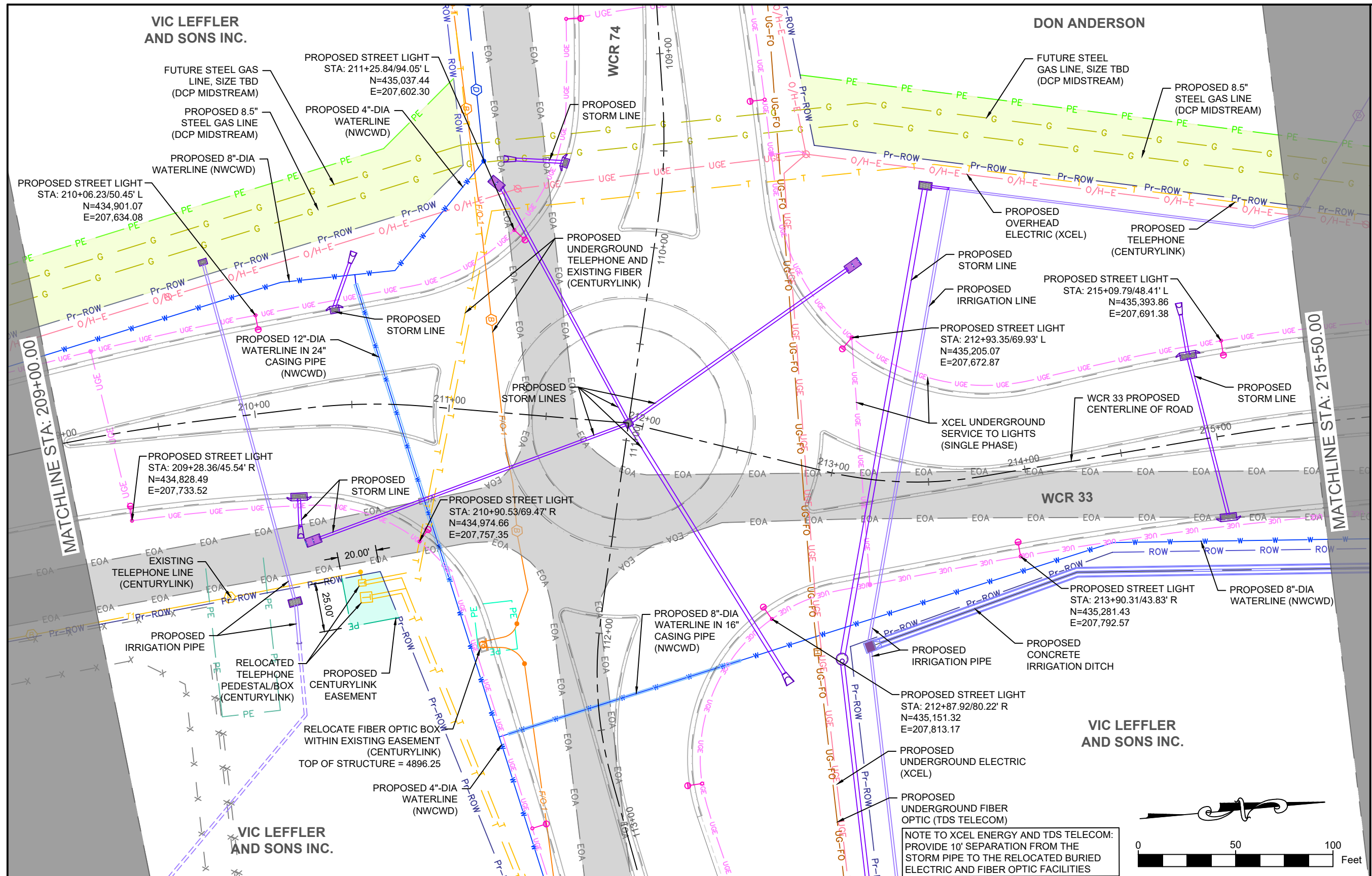


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PHONE: (970) 356-4000
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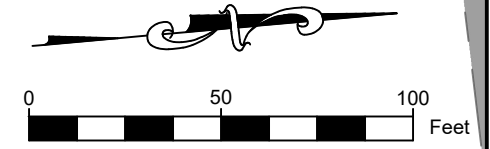
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Detailer:	CLW
Sheet Subset:	7

Project No./Code
PROJ: 23044, #STU CO30-078
GR-55
Sheet Number 45 of 221



- NOTES:**
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NOTE TO XCEL ENERGY AND TDS TELECOM:
 PROVIDE 10' SEPARATION FROM THE
 STORM PIPE TO THE RELOCATED BURIED
 ELECTRIC AND FIBER OPTIC FACILITIES

Computer File Information	
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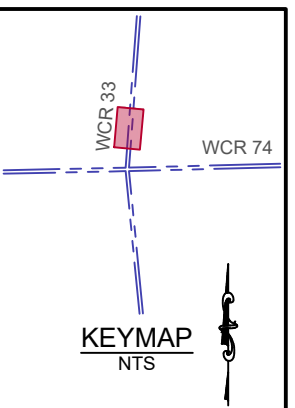
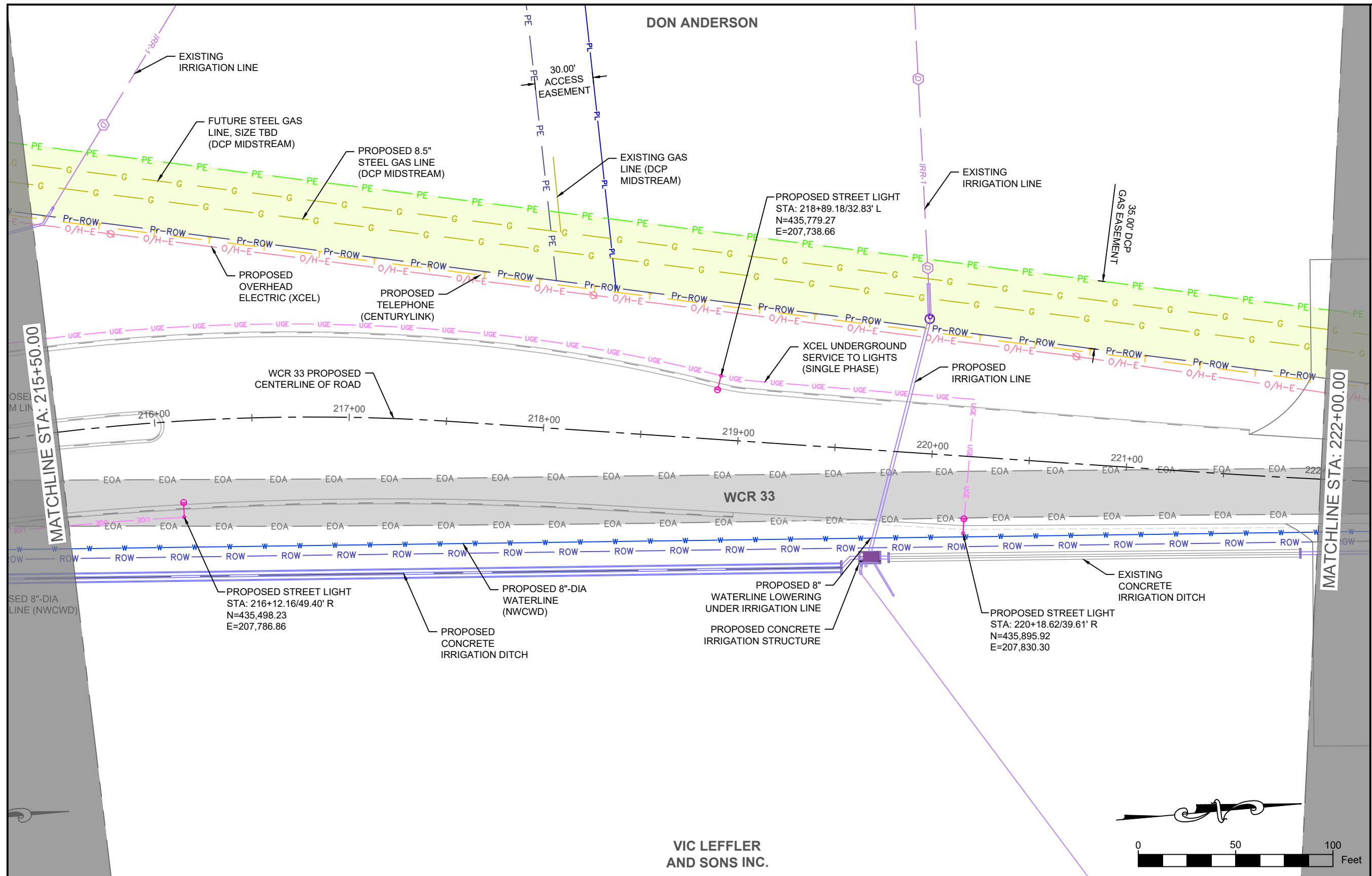
WELD COUNTY

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 PHONE: (970) 356-4000
 FAX: (970) 304-6497

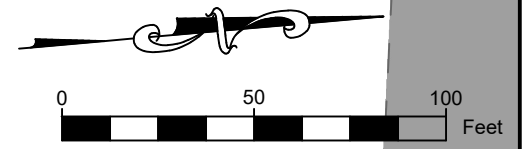
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Detailer:	CLW
Sheet Subset:	8

Project No./Code
PROJ: 23044, #STU CO30-078
GR-55
Sheet Number 46 of 221



- NOTES:**
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AutoCAD Version:	2021 Scale: AS NOTED Units: English

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WELD COUNTY

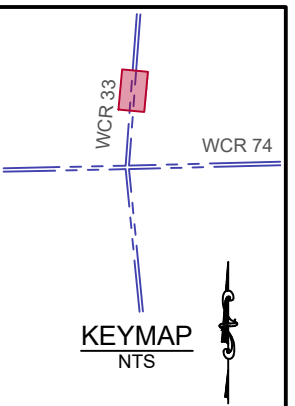
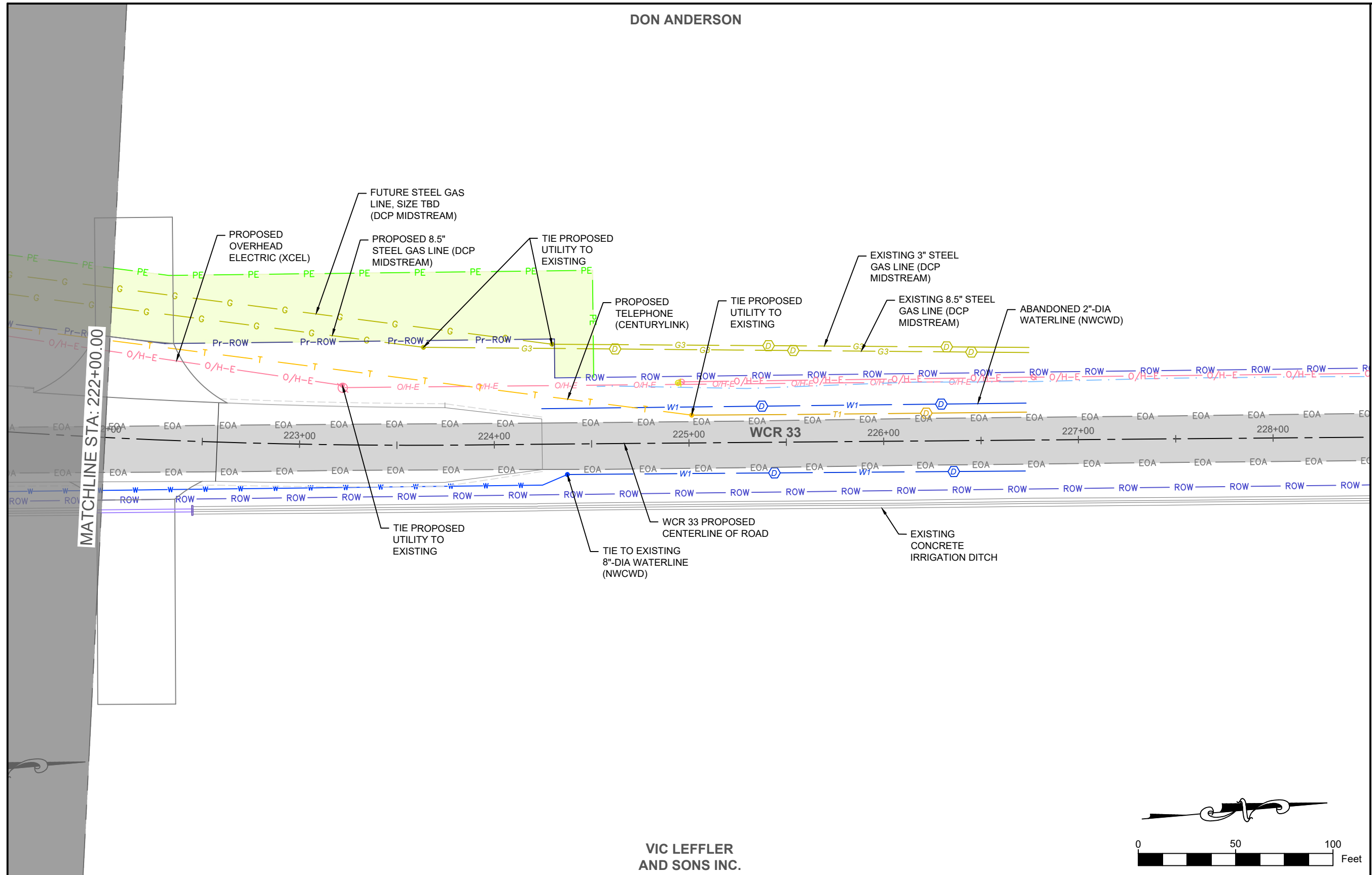
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Sheet Subset:	9

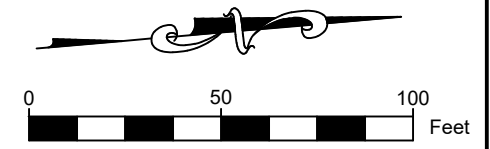
Project No./Code
PROJ: 23044, #STU CO30-078
GR-55
Sheet Number 47 of 221

DON ANDERSON



NOTES:

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WELD COUNTY



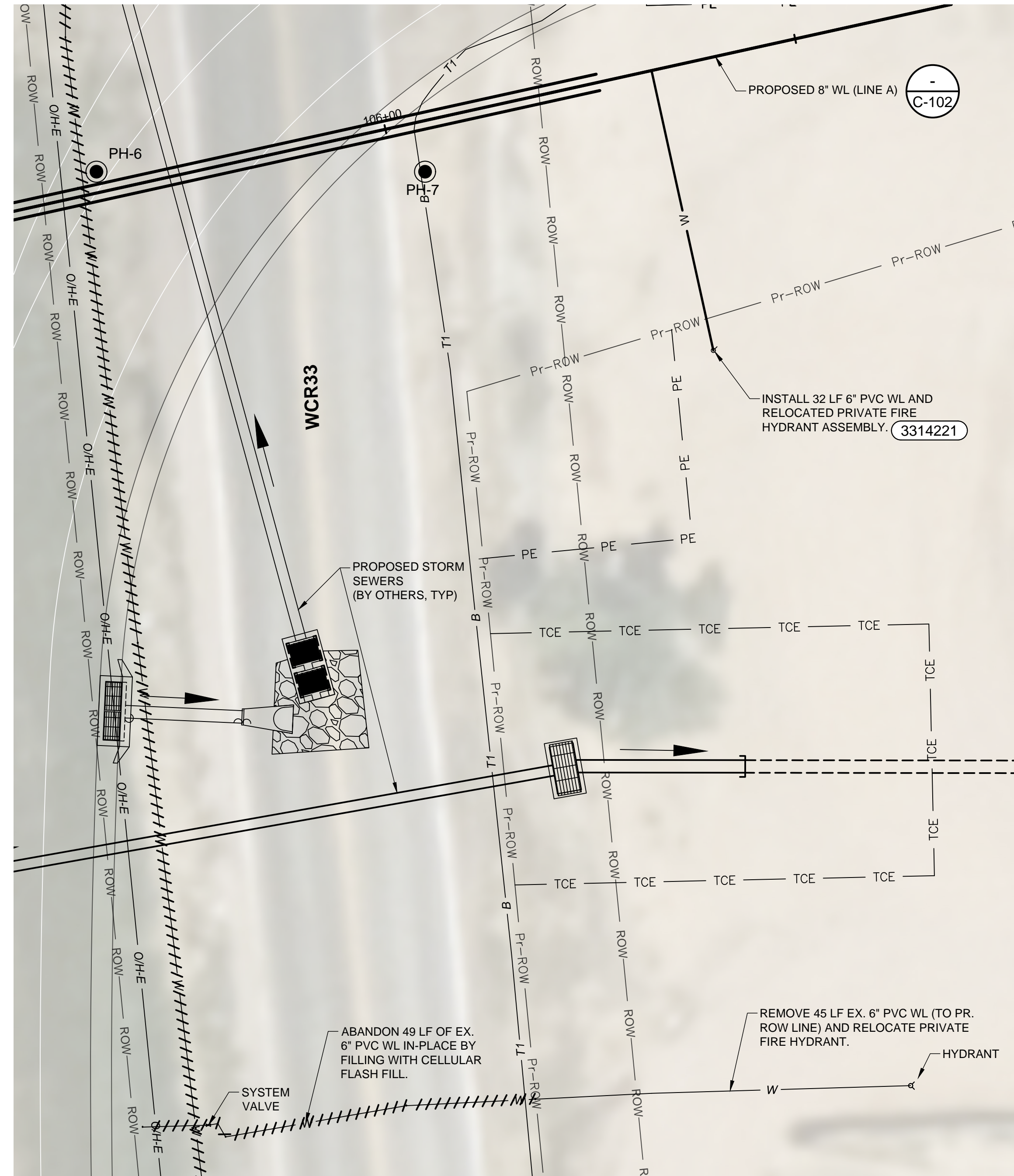
PUBLIC WORKS DEPARTMENT
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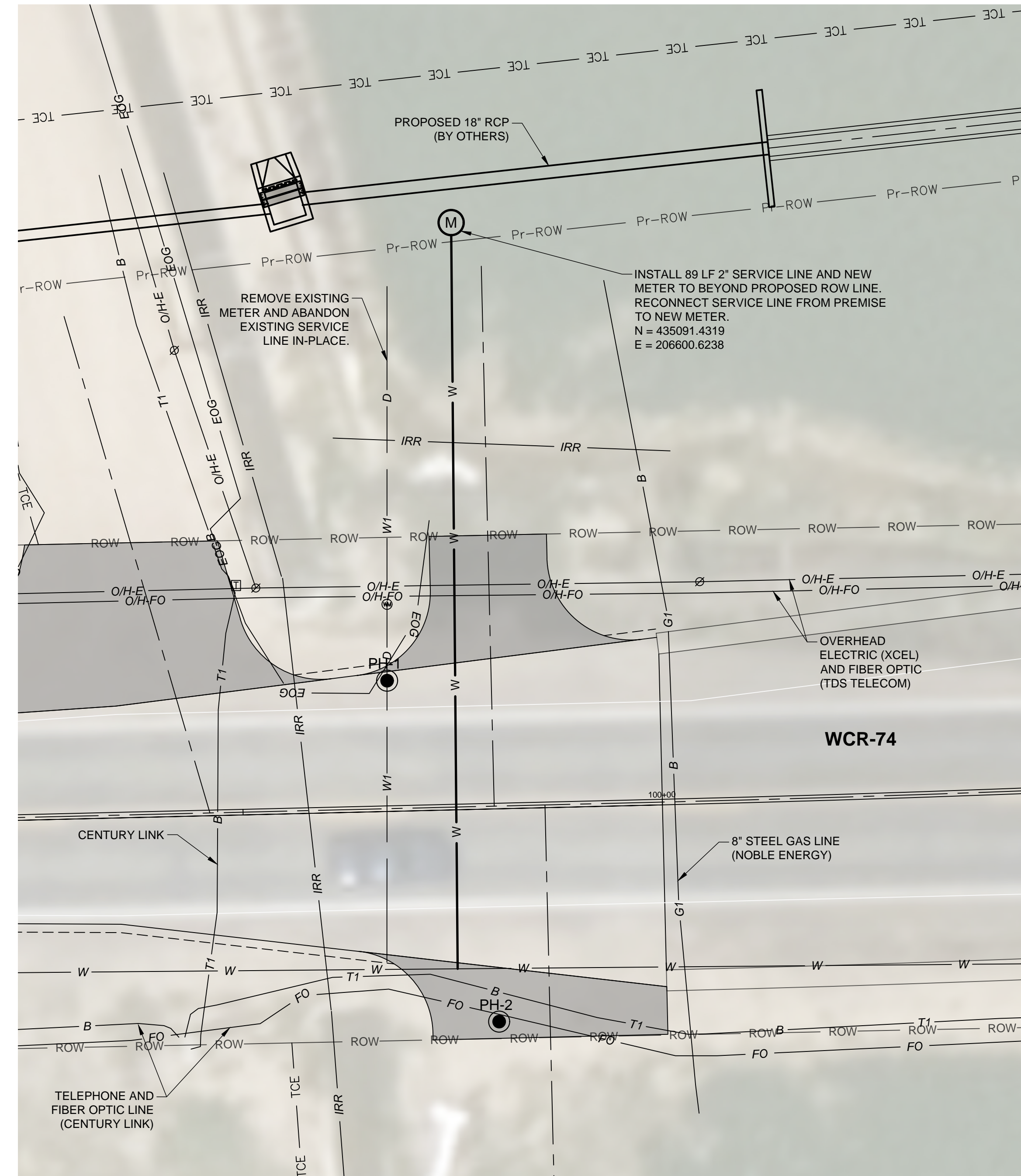
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Designer:	CLW
Detailer:	CLW
Sheet Subset:	10

Project No./Code
PROJ: 23044, #STU CO30-078
GR-55
Sheet Number 48 of 221

PH #	OWNER	UTILITY TYPE	SIZE (IN.)	MATERIAL	DEPTH TO T.O.P. (FT)	NORTHING/EASTING (MODIFIED STATEPLANE)	
1	NWCWD	WATER	0.75	PE	5.50	435036.838	206592.992
2	NWCWD	WATER	3.00	PVC	5.30	434996.207	206606.356
7	CENTURY LINK	PHONE	1.00	DIRECT BURY	4.40	434987.323	207765.912



HYDRANT RELOCATION
SCALE: 1"=10'



METER RELOCATION
SCALE: 1"=10'

DATE: Jun 28, 2022 7:41am
DWG: S:\2020 Projects\171016.09-049-000 CAD\02 SHEETS\171016.09-049-005_01.dwg USER: rturner

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



FOR WELD COUNTY REVIEW
NOT FOR CONSTRUCTION
6/27/22

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



NORTH WELD COUNTY WATER DISTRICT

WCR 74/33 INTERSECTION

HYDRANT AND METER RELOCATION PLAN

PROJECT: 171016.09-049
DRAWN BY: R.TURNER
DESIGNER: D.COWING
APPROVED BY: D.PYTLIK
SHEET: 8 OF 12
DRAWING: C-005

Meter Relocations (Existing NWCWD Meter in R/W)		
Weld County Drawing Title	Total Cost to Furnish/Install	Notes
Hydrant and Meter Relocation Plan Sht C-005	\$13,294.50	Relocate existing meter to beyond proposed R/W line (42.5 ft from existing meter to Proposed R/W line)
Meter Relocation Totals	\$13,294.50	

Hydrant Relocation (Existing NWCWD Hydrant Service Line in R/W to Hydrant on Private Property)		
NWCWD Plan Title	Total Cost to Furnish/Install	Notes
Hydrant and Meter Relocation Plan Sht C-005	\$9,092.98	This hydrant was recently installed on private property to provide required fire protection for the property owner. The existing 6-inch hydrant service line runs under CR-33 and connects to the existing 8-inch line on the west side. The existing line must be abandoned & removed and a new service line installed to the proposed NWCWD 8-inch line east of CR-33 on the south side of CR-74.
Hydrant Relocation Totals	\$9,092.98	

Summary	
Meter Relocation Totals	\$ 13,294.50
Hydrant Relocation Totals	\$ 9,092.98
Combined Total	\$ 22,387.48



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

July 11, 2022

Community Foundation of Northern Colorado
Attn: Ella Fahrlander
ella@NoCoFoundation.org

Via Email

RE: Letter of Engagement re Regional Water StratOp Work (the “Engagement Letter”)

Dear Parties:

The North Weld County Water District (the “District”) applauds the efforts taken by the ad hoc members of the StratOp working group including East Larimer County Water District, City of Evans, City of Greeley, Larimer County, Little Thompson Water District, City of Loveland, City of Fort Collins, Fort Collins-Loveland Water District, Platte River Power Authority, Town of Milliken, Town of Timnath, Town of Wellington, Town of Windsor, Northern Water, Weld County, Community Foundation of Northern Colorado, and the Paterson Center. Regional water matters are of great importance to the District and the District is committed to helping with the collective efforts outlined in the proposed Engagement Letter. At this time, however, in lieu of executing the Engagement Letter, the District desires to continue to participate in future StatOp discussions outside a formal engagement, and is willing to contribute the requested \$2,500 in funds toward your efforts, which funds shall be used toward the scope of work outlined in the Engagement Letter.

We thank you again for your commitment to this work.

Sincerely,

NORTH WELD COUNTY WATER DISTRICT



Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)
 NAME (First, Middle Initial, Last)
 Weld County Water District
 STREET OR RR
 32825 County Road 39
 CITY STATE ZIP CODE COUNTY
 Lucerne CO 80646 Weld
 PHONE NUMBER EMAIL ADDRESS
 970-356-3020 btrach@NWCD.org

DEALER NAME AND ADDRESS
 DEALER NAME DEALER ACCOUNT NO
 4 Rivers Equipment, LLC 17-7476
 STREET OR RR
 125 John Deere Drive
 CITY STATE ZIP CODE Date of Order
 Fort Collins CO 80524 6/30/2022
 DEALER ORDER NO.: TYPE OF SALE:
 CASH

PURCHASER NAME AND ADDRESS (Second Signer)
 NAME (First, Middle, Last)
 STREET OR RR
 CITY STATE ZIP CODE COUNTY
 PHONE NUMBER EMAIL ADDRESS

PURCHASER TYPE: MARKET USE CODE:
 M Medium Fleet(>=10)
 Add purchaser to Mailing list (Check One or More)
 Construction Utility Forestry Government
 PURCHASER IS: PURCHASER ACCT.:
 BUSINESS INDIVIDUAL
 SOCIAL SECURITY IRS TAX ID EIN
 NO: _____

EXTENDED WARRANTY IS Accepted Rejected _____ (initials) LOCATION OF FIRST WORKING USE COUNTY CITY STATE COUNTY CODE

Ultimate Uptime Package Purchased: Yes No _____ Initials:

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PIN or Serial Number	DELIVERED CASH PRICE	
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160G Werk Brau Hydraulic Coupler STK# 141071	N/A	W2135303	\$9,858.75	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Labor to Install Coupler			\$1,800.00	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MISC Fees and Taxes Not Included				
								(1) TOTAL CASH PRICE	\$11,658.75

QTY	TRADE-IN (Model, Size, Description)	(Hours of Use)	PIN OR SERIAL NUMBER	AMOUNT

<p>ACKNOWLEDGEMENTS: Purchaser offers to sell, transfer, and convey the items(s) listed as "Trade in" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Products by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security of its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this purchase order.</p>	(2) TOTAL TRADE-IN ALLOWANCE	\$0.00
	(3) RENT APPLIED	
	(4) BALANCE (1-3)	\$11,658.75
	(5) SALES TAX	\$0.00
	(6) ADDITIONAL FEES	
	(7) SUB-TOTAL	\$11,658.75
	(8) TRADE PAYOFF	
	(9) CASH WITH ORDER	
	(10) BALANCE DUE (7+8-9)	\$11,658.75

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions

Purchaser (First Signer)	_____	Signature	_____	Date	_____
Purchaser (Second Signer)	_____	Signature	_____	Date	_____
Dealer Representative	_____	Signature	_____	Date	_____
Salesperson	Eric Bielenberg	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	DELIVERED WITH OPERATOR'S MANUAL ON:	Purchaser Signature:	_____
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June 21, 2022

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

RE: Fee Proposal to Provide Professional Engineering Services
Third-Party Review of Water Line/Culvert Crossing Design

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) fee proposal to provide professional engineering services for a third-party review of a proposed culvert crossing under an existing 36-inch ductile iron water line and a 4-inch gas line in Weld County. We understand this project is being performed by the Town of Timnath near County Line 1 Road and Highway 14.

Based on our telephone conversation June 20, 2022, we understand North Weld County Water District (NWCWD) would like Trihydro to perform a third-party review of an engineering design to mitigate the new culvert installation below the 36-inch water line due to concerns related to wet soils, corrosion potential, pipe age and pipe conditions. Trihydro proposes the following scope of work:

- One (1) Trihydro personnel will attend the June 22, 2022 9am site visit to discuss the project with the NWCWD and Town of Timnath
- Trihydro will review the Town of Timnath engineering design and provide comments on behalf of NWCWD
- Trihydro will attend one (1) coordination meeting following design review to discuss comments, if requested
- Assume one (1) round of design review comments

Our estimated fee to provide professional engineering review services is \$6,000. This estimate can be refined following the site visit. Our estimate is based on hourly rates and expenses per the Schedule of Charges provided in Attachment A. Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization.



Mr. Eric Reckentine
June 21, 2022
Page 2

Trihydro proposes to perform the work in accordance with the attached Terms and Conditions (Attachment B). If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: Eric Reckentine General Manager

Authorized Date: 6/21/22

We look forward to this opportunity to collaborate with the NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Michelle Sell, P.E.
Project Manager

BUS-LEA-DS0

Attachments

ATTACHMENT A

TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2022 - DECEMBER 31, 2022 ^{2, 3, 4}

<u>PERSONNEL</u>	<u>UNIT RATE</u> ^{1, 7}
Senior Principal-----	240.00/hour
Principal-----	217.00/hour
Project Principal-----	196.00/hour
Technical Specialist 4-----	255.00/hour
Technical Specialist 3-----	237.00/hour
Technical Specialist 2-----	222.00/hour
Technical Specialist 1-----	210.00/hour
Professional Level 12-----	209.00/hour
Professional Level 11-----	194.00/hour
Professional Level 10-----	181.00/hour
Professional Level 9-----	166.00/hour
Professional Level 8-----	150.00/hour
Professional Level 7-----	135.00/hour
Professional Level 6-----	120.00/hour
Professional Level 5-----	107.00/hour
Professional Level 4-----	98.00/hour
Professional Level 3-----	88.00/hour
Professional Level 2-----	78.00/hour
Professional Level 1-----	72.00/hour
Technician Level 8-----	124.00/hour
Technician Level 7-----	115.00/hour
Technician Level 6-----	105.00/hour
Technician Level 5-----	96.00/hour
Technician Level 4-----	85.00/hour
Technician Level 3-----	75.00/hour
Technician Level 2-----	67.00/hour
Technician Level 1-----	60.00/hour
Administrative 4-----	80.00/hour
Administrative 3-----	72.00/hour
Administrative 2-----	62.00/hour
Administrative 1-----	52.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem ⁶ -----	\$55/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Field Charge Sheet
Consumable Field Supplies and PPE-----	See Field Charge Sheet
Company Vehicles (daily) ⁵ -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2022.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.

ATTACHMENT B

**TERMS AND CONDITIONS
TRIHYDRO CORPORATION
CONTRACT TO PROVIDE SERVICES**

1. **TIME PERIOD FOR PERFORMANCE:** Trihydro will commence Services as specified in the Scope of Services and will complete such Services in a diligent manner. Trihydro will not be responsible for delays caused by factors beyond Trihydro's control which could not readily have been foreseen when this Authorization was received.
2. **ADDITIONAL SERVICES:** Trihydro will perform Additional Services not specified in the Scope of Services, provided Trihydro and CLIENT have agreed to the scope and fee for such services in writing. The written agreement for additional services shall constitute a Change Order. This Agreement and general provisions shall be incorporated in all Change Orders. In the event the CLIENT requests additional work and those services are performed by Trihydro without a written Change Order, CLIENT agrees to provide written notice within twenty (20) days of receiving an invoice for the additional work or a progress report describing the additional services stating that the work is not authorized and that the services will not be paid for; if CLIENT does not dispute the charges those charges will be considered authorized and the CLIENT agrees to pay for such additional services in accordance with the terms and conditions of this Agreement. Any services performed will be done at Trihydro's current fee schedule at the time the services are performed.
3. **LEGAL PROCESS; LITIGATION SUPPORT SERVICES:** Any time or expense related to compliance with legal process, including responding to subpoenas or other requests for production of documents, as well as any services for expert testimony, depositions, or trial testimony, are not included in the scope of these services, but may be performed at rates to be agreed by the parties, if necessary.
4. **TIME OF PAYMENTS:** Trihydro will submit monthly invoices for completed Services. CLIENT shall timely review such invoices and shall notify Trihydro within 10 days of any disputed amounts. CLIENT agrees to pay all undisputed amounts within 30 days from date of invoice. Any payment not received by Trihydro within said 30 days shall be considered delinquent and the amounts due Trihydro shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event of any payment due Trihydro under the terms of this Authorization is delinquent, Trihydro may suspend all services until all delinquent payments have been received by CLIENT.
5. **PAYMENTS TO SUPPLIERS:** Trihydro shall promptly pay all materials suppliers and subcontractors which have either supplied materials or services for work performed under the Agreement and any Change Order within 10 days after receipt of payment from CLIENT, and shall, if required, furnish CLIENT with names of any and all suppliers or contractors used by Trihydro in performing the Work and shall furnish CLIENT satisfactory evidence of settlement including lien waivers for any and all materials supplied to Trihydro under the Agreement or any Change Order before payment therefore shall be due and payable to Trihydro.
6. **TAXES:** Fees quoted do not include any state, federal or local applicable taxes, and will be the responsibility of the CLIENT.
7. **STANDARD OF PERFORMANCE:** Trihydro shall perform its services in accordance with generally accepted engineering and consulting standards in effect at the time services were performed. Trihydro makes no other warranty, express or implied.
8. **ENVIRONMENTAL REPORTS, PLANS AND ASSESSMENTS:** Trihydro reports (including Phase I and II Investigation Reports) plans, and assessments may present professional opinions and findings of a scientific and technical nature. While attempts have been made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, or compliance with environmental laws, rules, regulations or policies of federal, state or local government agencies.
9. **INDEPENDENT CONTRACTOR:** Trihydro shall perform its work as an independent contractor and shall have responsibility for and control over the details and means of performance of the services performed hereunder. Trihydro is not the agent of CLIENT unless, and to the extent, expressly so designated by CLIENT in writing.
10. **LIMITATION OF LIABILITY:** Notwithstanding any other provisions hereof, Trihydro's liability for damages arising from or related to the Work shall be limited to the total gross billings of Trihydro to the Client hereunder. In no event shall Trihydro be liable for consequential or indirect damages, lost profits, lost business or opportunity, or lost use of property.
11. **INDEMNIFICATION:** CLIENT and Trihydro agree to indemnify and hold each other harmless (including investigation expense, attorney's fees, costs and litigation expenses) from any claim, loss, injury, damage, fine, cause of action, ("claim"), asserted against the indemnitee by any person or entity (including, without limitation, Trihydro and CLIENT's employees) to the extent the claim is proximately caused by the indemnitor's intentional misconduct or the indemnitor's portion of fault. Attorney's fees and litigation expenses recoverable under this paragraph include fees and costs incurred in establishing a party's right to indemnification.
12. **HAZARDOUS SUBSTANCES:** If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") are encountered at the site, and if these "wastes" require handling, transportation or disposal at an off-site facility Trihydro will assist in advising the CLIENT of the CLIENT's options. However, Trihydro will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, or take control of any wastes. CLIENT shall indemnify and hold Trihydro harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any wastes in the course of Trihydro's performance of this Agreement.
13. **CLIENT PROVIDED INFORMATION:** Trihydro is entitled to rely on all information furnished or to be furnished by CLIENT. CLIENT agrees to defend and indemnify Trihydro, its officers, agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any errors or omissions in information provided to Trihydro.
14. **ACCESS, APPROVALS, PERMITS:** CLIENT shall arrange for access and make all provisions for Trihydro to enter public and private property as required for Trihydro to perform the specified services. CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. CLIENT is responsible to inform Trihydro of the locations of any underground structures. Trihydro will not be responsible for inadvertent damage to utility lines or other subsurface structures that were not made known to Trihydro prior to the start of drilling.
15. **SAFETY:** It is the responsibility of the CLIENT to provide and maintain a safe working environment for its employees, Trihydro employees and that of Trihydro subcontractors, agents, the public and any other third party. Trihydro shall be responsible for the health and safety of its employees; Clients shall be responsible for the health and safety of their own employees.
16. **ASSIGNMENT:** Trihydro shall not assign this Contract without prior written consent of CLIENT, but may, employ any other party it deems necessary or proper for any part of the work required to be performed by Trihydro under the terms of this Contract.
17. **TERMINATION:** Either party may terminate this Contract at any time upon seven (7) days prior written notice to the other. In such event, Trihydro will be compensated for services

performed hereunder to the termination date together with all costs arising out of such termination.

18. **CONFIDENTIALITY:** TRIHYDRO agrees not to use confidential information disclosed to it by CLIENT for its own use, or for any purpose except to carry out services outlined in this Agreement. TRIHYDRO will not disclose the confidential information to third parties or to its employees, agents or representatives, except those who need the information to carry out the services provided in the Agreement, or unless required by law or such information becomes publicly available by a party other than TRIHYDRO, its employees, agents or representatives. TRIHYDRO agrees to notify CLIENT in writing of any misuse or misappropriation of confidential information that may come to its attention.
19. **GOVERNING LAW:** This contract shall be enforced in accordance with the laws of the State of Wyoming.
20. **TIME LIMIT FOR CLAIMS:** Any claim brought by CLIENT against Trihydro will be brought not later than one year after the date of substantial completion of Trihydro services hereunder or the expiration of the applicable statute of limitations, whichever is earlier.
21. **COLLECTION FEES AND EXPENSES:** In the event this Contract should be referred to an attorney at law, agent, or collection agency for collection, CLIENT agrees to pay such reasonable fees Trihydro may incur, in the collection of fees for services performed and material supplied hereunder.
22. **ENTIRE AGREEMENT:** The Agreement (and any referenced attachments) constitute the entire agreement between CLIENT and Trihydro and supersedes all prior or oral or written representations or agreements. This Agreement shall not be modified except in writing and signed by both parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
23. **SEVERABILITY OF TERMS:** Every part, provision, or term of the Contract to Provide Services is severable from every other part, provision, or term. A finding that any part or provision is invalid, void, or unenforceable shall not affect the remaining parts and provisions.
24. **RETENTION:** Trihydro shall maintain true and correct records in connection with each material cost and each cost reimbursable service performed and all transactions related thereto and shall retain all such records for three years after the end of the calendar year in which the last service was performed. Any audit requested by CLIENT shall be at the CLIENT's sole cost and expense. TRIHYDRO is an environmentally conscience firm that maintains and stores its documents electronically, rather than in hard copy.
25. **OWNERSHIP OF WORK PRODUCT:** Work Product shall not include customizations of, derivatives of, or enhancements to TRIHYDRO-owned or TRIHYDRO-provided software, such as but not limited to Project Direct, that may be provided as an application for CLIENT's use. The provisions of this Article do not apply to any material, including pre-existing software, previously belonging to TRIHYDRO or lawfully acquired by TRIHYDRO in a manner independent of this Agreement, which are used by TRIHYDRO in the course of the Services hereunder, or which may be provided by TRIHYDRO to CLIENT and which is indicated to be the property of TRIHYDRO by copyright notice or otherwise shall not be considered CLIENT's Work Product.
26. **MODIFICATION:** All amendments, changes, and modifications to this Agreement shall be made in writing by a Change Order and approved and executed with the same formality as this Agreement.
27. **EXECUTION OF AGREEMENT:** **Electronic** signatures will be accepted to execute this Agreement.

**SECOND ADDENDUM TO
INDEPENDENT CONTRACTOR AGREEMENT
(ENGINEERING AND ENVIRONMENTAL CONSULTING)**

This SECOND ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Second Addendum**”) is entered into the 11th day of July, 2022, by and between **NORTH WELD COUNTY WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **TRIHYDRO CORPORATION**, a Wyoming corporation (the “**Contractor**”), collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into that Independent Contractor Agreement for Engineering and Environmental Consulting Services, dated November 23, 2020, including the First Addendum, dated August 7, 2021 (collectively, the “**Agreement**”); and

WHEREAS, the Agreement sets forth the Services to be performed under the Agreement; and

WHEREAS, the Parties wish to update the scope of services to provide professional engineering services; and

WHEREAS, the Contractor is agreeable with performing the additional services within this Second Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby agree to supplement the services and compensation schedule in Exhibit A to the Agreement and in doing so, incorporate those services in Exhibit 1, attached hereto, into Exhibit A.

2. AGREEMENT. Except as expressly modified by this Second Addendum, all terms and provisions of the Agreement shall remain in full force and effect.

3. Counterpart Execution. This Second Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Second Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Addendum.

IN WITNESS WHEREOF, the Parties have executed this Second Addendum as of the date set forth above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Addendum.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

*District's Signature Page to Second Addendum to Independent Contractor Agreement for
Engineering and Environmental Consulting Services with Trihydro Corporation, dated July
11, 2022*

EXHIBIT 1

Supplemented Scope of Services and Compensation Schedule



June 21, 2022

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

RE: Fee Proposal to Provide Professional Engineering Services
Third-Party Review of Water Line/Culvert Crossing Design

Dear Mr. Reckentine:

This letter presents Trihydro Corporation's (Trihydro) fee proposal to provide professional engineering services for a third-party review of a proposed culvert crossing under an existing 36-inch ductile iron water line and a 4-inch gas line in Weld County. We understand this project is being performed by the Town of Timnath near County Line 1 Road and Highway 14.

Based on our telephone conversation June 20, 2022, we understand North Weld County Water District (NWCWD) would like Trihydro to perform a third-party review of an engineering design to mitigate the new culvert installation below the 36-inch water line due to concerns related to wet soils, corrosion potential, pipe age and pipe conditions. Trihydro proposes the following scope of work:

- One (1) Trihydro personnel will attend the June 22, 2022 9am site visit to discuss the project with the NWCWD and Town of Timnath
- Trihydro will review the Town of Timnath engineering design and provide comments on behalf of NWCWD
- Trihydro will attend one (1) coordination meeting following design review to discuss comments, if requested
- Assume one (1) round of design review comments

Our estimated fee to provide professional engineering review services is \$6,000. This estimate can be refined following the site visit. Our estimate is based on hourly rates and expenses per the Schedule of Charges provided in Attachment A. Invoices will be prepared on a time and materials basis with a cost not to exceed the estimated amount without your written authorization.



Mr. Eric Reckentine
June 21, 2022
Page 2

Trihydro proposes to perform the work in accordance with the attached Terms and Conditions (Attachment B). If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: Eric Reckentine General Manager

Authorized Date: 6/21/22

We look forward to this opportunity to collaborate with the NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Michelle Sell, P.E.
Project Manager

BUS-LEA-DS0

Attachments

ATTACHMENT A

TRIHYRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2022 - DECEMBER 31, 2022 ^{2,3,4}

<u>PERSONNEL</u>	<u>UNIT RATE^{1,7}</u>
Senior Principal	240.00/hour
Principal	217.00/hour
Project Principal	196.00/hour
Technical Specialist 4	255.00/hour
Technical Specialist 3	237.00/hour
Technical Specialist 2	222.00/hour
Technical Specialist 1	210.00/hour
Professional Level 12	209.00/hour
Professional Level 11	194.00/hour
Professional Level 10	181.00/hour
Professional Level 9	166.00/hour
Professional Level 8	150.00/hour
Professional Level 7	135.00/hour
Professional Level 6	120.00/hour
Professional Level 5	107.00/hour
Professional Level 4	98.00/hour
Professional Level 3	88.00/hour
Professional Level 2	78.00/hour
Professional Level 1	72.00/hour
Technician Level 8	124.00/hour
Technician Level 7	115.00/hour
Technician Level 6	105.00/hour
Technician Level 5	96.00/hour
Technician Level 4	85.00/hour
Technician Level 3	75.00/hour
Technician Level 2	67.00/hour
Technician Level 1	60.00/hour
Administrative 4	80.00/hour
Administrative 3	72.00/hour
Administrative 2	62.00/hour
Administrative 1	52.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem ⁶	\$55/day/person
Airline Tickets	Cost
Hotel/Motel	Cost
Rental Vehicle	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies	Cost + 10%
Rental Equipment	Cost + 10%
Purchased Equipment	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.	See Field Charge Sheet
Consumable Field Supplies and PPE	See Field Charge Sheet
Company Vehicles (daily) ⁵	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly)	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2022.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.



July 5, 2022

Attention: Eric Reckentine
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Dear Mr. Reckentine,

Reference: **LRM Knox Pit On-Call 2022-23 Support (undefined tasks)**
File: 227704498

Stantec completed the scope of work (proposed December 4, 2021) where recommendations (per technical memorandum dated November 11, 2021) were presented to Loveland Ready-Mix Concrete Inc. (LRM) via meetings, and a revised Option Agreement was prepared. In April 2022, North Weld County Water District (NWCWD) and LRM mutually agreed to extend the Knox Pit Inspection Period until October 28, 2022 via a revised Option Agreement.

Lyons Gaddis (Scott Holwick) and Tri-Districts (Richard Raines) have requested monthly meetings to discuss status of Knox and on-going communications with LRM to track status of various milestones. This proposal is an estimate of professional fees to provide updates related to the seller's (LRM) obligations listed in Article 10 of the Option Agreement.

Stantec has proposed a phased approach to supporting NWCWD with Knox Project. Phase 1:– Option Agreement, Phase 2: Colorado Division of Reclamation, Mining and Safety (DRMS) Technical Revision and Phase 3: Prepare Detailed Design. This scope is for Phase 1 support and one defined task under phase 2.

Scope of Work & Schedule:

Stantec proposes the following scope of work:

TASK 1: 2022 – Option Agreement Support (Phase 1)

Stantec will:

- attend monthly virtual meetings with LRM, Lyons Gaddis and Tri-Districts.
- Email with LRM for updates related to seller obligations
 - Plat Updates: LAPAC (LaPorte Area Planning Advisory Committee)
 - Track/Review/Comment: Drainage Agreement LRM receives from Engineering/Planning
 - Review/Comment the DRMS Technical Revision LRM submitted on June 15, 2022. This is a phase 2 support task.
 - Set up some option agreement milestone reminders via outlook calendars

Reference: LRM Knox Pit On-Call (Undefined, 2022-23), File: 227704498

TASK 2: 2023 – Option Agreement Support (Phase 1)

Stantec will:

- attend monthly virtual meetings with LRM, Lyons Gaddis and Tri-Districts.
- Email with LRM for updates related to seller obligations
 - Review/Comment the DRMS Technical Revision LRM plans to submit in 2023 (converting final land use to water storage). This is a phase 2 support task.
 - Status of Winter 2022/23 ditch lining project
 - After commencement of mining (opening the stormwater pond), obtaining a summary of testing planned on material proposed to be used for compacted and general backfill (pond).
 - Continue brainstorming/discussions related to groundwater head requirements during leak testing.

Project Team

The Stantec project team will be led by Pamela Massaro. I have a placeholder for Deere and Ault to provide comments on the DRM Technical Revision documents.

FEES AND CONDITIONS

Stantec proposes to perform the stated scope of work on a time and materials basis with a not to exceed amount for work performed. Our current fee schedule is included as **Attachment A**. Subcontractor costs are included at cost with no markups.

For this proposal, we have developed the following costs to complete the outlined scope:

Task #	Scope of Work	Subcontractor Costs	Stantec Professional Fee Estimate	Respective Task Cost
1	On-Call 2022 Support	\$600.00	\$4,467.50	\$5,067.50
2	On-Call 2023 Support	\$600.00	\$7,317.00	\$7,917.00
			Total	\$12,984.50

Our costs to complete this work will be billed on a Time and Materials basis Not to Exceed **\$12,984.50**. A detailed hours table is provided as **Attachment B**.

Should the stated level of effort be less than anticipated, NWCWD will only be charged for the work and time expended. Work that may be beyond the stated scope in this proposal will promptly be brought to NWCWD's attention prior to initiation of the work.

On behalf of Stantec, thank you for the opportunity to provide you this proposal. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at (970) 893-4807 or pamela.massaro@stantec.com.

Design with community in mind

Reference: LRM Knox Pit On-Call (Undefined, 2022-23), File: 227704498

Regards,

Stantec Consulting Services Inc.

Digitally signed by Massaro, Pamela
DN: CN=Massaro, Pamela, OU=Internal,
OU=users, OU=stantec, DC=corp, DC=ads
Location: 3325 South Timberline Road, 2nd
Fl., Fort Collins CO
Reason: I have reviewed this document
Contact: Info: pamela.massaro@stantec.com
Date: 2022.07.05 14:22:39-06'00'

Massaro, Pamela

Pamela Massaro, PE
Project Manager
Phone: (970) 893-4807
pamela.massaro@stantec.com

By signing this proposal, _____ North Weld County Water District _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the Day day of July, 2022.

Per: North Weld County Water District

Mr. Eric Reckentine, Manager

Print Name & Title

Signature

Design with community in mind

ATTACHMENT – STANDARD RATE TABLE

BC2277_2022-0

HOURLY RATES

Stantec Billing Level	2022 Hourly Rate*
3	\$94
4	\$99
5	\$109
6	\$113
7	\$120
8	\$124
9	\$135
10	\$141
11	\$149
12	\$153
13	\$163
14	\$175
15	\$191
16	\$215
17	\$225
18	\$227
19	\$248
20	\$258
21	\$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Unless prescribed differently within the proposal or other contract paperwork, the following may apply:

- **Meals**
May be billed at cost or daily per diem.
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly). A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.



FEE ESTIMATE - Knox Pit LRM (on-call 2022-23)

Name	Massaro, Pamela	Jones, Marty	2022 Mileage Reimbursement Rate (RBC)	Dime & Judd (Stipend Mileage FE)
Project Billing Rate	\$215.00	\$175.00	\$0.00	\$0.00
Total Units (T&M)	50.50	10.00	48.00	1,200.00
Fee (T&M)	\$10,867.50	\$1,750.00	\$0.00	\$0.00
Escalation (T&M)	\$333.25	\$43.75	\$0.00	\$0.00
Total Fee (T&M)	\$11,190.75	\$1,793.75	\$0.00	\$0.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	60.50	\$12,984.50	\$0.00	\$0.00	\$12,984.50
Total	60.50	\$12,984.50	\$0.00	\$0.00	\$12,984.50

Proposal Task	Task Code	Task Name	Start Date	End Date				
1	300	On-Call 2022 Support	2022-04-01	2022-12-31				
1.1	300.001	Review LRM TR submitted June 15, 2022	2022-06-15	2022-08-01	6.00	4.00		600.00
1.2	300.002	Review Drainage Agreement from Engineering/Planning	2022-07-10	2022-09-01	2.00	1.00		
1.3	300.003	Monthly Meetings/LRM Communications	2022-04-01	2022-12-31	11.50			
2	400	On-Call 2023 Support	2023-01-01	2023-12-31				
2.1	400.001	Review LRM TR planned in 2023	2023-06-15	2023-09-01	6.00	4.00		600.00
2.2	400.002	(Two) Site Visits (Ditch Lining, Active Mining)	2023-01-01	2023-12-31	10.00	1.00	48.00	
2.3	400.003	Monthly Meetings/LRM Communications	2023-01-01	2023-12-31	15.00			

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	24.50	\$5,067.50	\$0.00	\$0.00	\$5,067.50
Time & Material	10.00	\$1,990.00	\$0.00	\$0.00	\$1,990.00
Time & Material	3.00	\$605.00	\$0.00	\$0.00	\$605.00
Time & Material	11.50	\$2,472.50	\$0.00	\$0.00	\$2,472.50
Time & Material	36.00	\$7,917.00	\$0.00	\$0.00	\$7,917.00
Time & Material	10.00	\$2,089.50	\$0.00	\$0.00	\$2,089.50
Time & Material	11.00	\$2,441.25	\$0.00	\$0.00	\$2,441.25
Time & Material	15.00	\$3,386.25	\$0.00	\$0.00	\$3,386.25



July 5, 2022

Attention: Eric Reckentine
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Dear Mr. Reckentine,

Reference: **Longs Peak Farm On-Call 2022 Support**
File: 227704354

As of May 25, 2022, the State Division of Water Resources issued a 1-year variance to NWCWD. Stantec completed the Project Design (Task 2) scope of work (proposed November 10, 2021) on May 9, 2022. Per meetings with Lyons Gaddis (Scott Holwick) and Tri-Districts (Richard Raines), the bidding of the project should wait until several steps are completed:

- Access Easement Exhibit/Description submitted to City of Thornton and scheduled for approval
- CDOT access permits submitted to CDOT and scheduled for approval
 - Longs Peak Dairy
 - City of Thornton
- Longs Peak Dairy Perpetual Easement Agreement signed

While the CDOT access permits are preferred for construction and long term/ regular O&M access, we have a verbal from Wade Podtburg that we can utilize the existing field road (access via CR 39) to access the recharge site. The challenge was communicated by Wade to be during irrigation, where his pivot would block the access road. We can proceed with a dual track process of pursuing City of Thornton approvals (for the State Highway 14 access road), and proceeding with agreements with Wade to commence construction of the recharge facility via the existing field road (access via CR 39).

This proposal is an estimate of professional fees to support these coordinated efforts until bidding (Task 3) commences.

Scope of Work & Schedule:

Stantec proposes the following scope of work:

TASK 1: 2022 –Support

Stantec will:

- attend monthly virtual meetings with Lyons Gaddis and Tri-Districts
- City of Thornton CDOT access permit coordination

Design with community in mind

Reference: LRM Knox Pit On-Call (Undefined, 2022-23), File: 227704354

Meetings:

Scott and Richard have requested monthly meetings to discuss status and set action items for the Longs Peak Farm Recharge project.

- support request Cathy Grove at Land Title Guarantee Company
- support development of surveying scope for Baseline (surveyor) to prepare Access Easement Exhibit/Description for the project
 - transmitted information so scope could be defined
 - review Baseline proposal to Lyons Gaddis
- keep project moving forward.
- Commence with dual track process of pursuing City of Thornton approvals (for the State Highway 14 access road), and proceeding with agreements with Wade to commence construction of the recharge facility via the existing field road (access via CR 39).

CDOT Access Permit:

The CDOT coordination and access permitting (temporary and permanent) for Longs Peak Dairy (Wade Podtburg) was ready for CDOT submittal as of May 26, 2022. It was determined that CDOT would require a CDOT access permit (temporary and permanent) from City of Thornton because the existing access point is located on City of Thornton property. As of June 29, 2022, the City of Thornton was still processing the request.

Project Team

The Stantec project team will be led by Pamela Massaro.

FEES AND CONDITIONS

Stantec proposes to perform the stated scope of work on a time and materials basis with a not to exceed amount for work performed. Our current fee schedule is included as **Attachment A**. Subcontractor costs are included at cost with no markups.

For this proposal, we have developed the following costs to complete the outlined scope:

Task #	Scope of Work	Subcontractor Costs	Stantec Professional Fee Estimate	Respective Task Cost
1	On-Call 2022 Support		\$12,255.00	\$12,255.00
			Total	\$12,255.00

Our costs to complete this work will be billed on a Time and Materials basis Not to Exceed **\$12,255.00**. A detailed hours table is provided as **Attachment B**.

Design with community in mind

Reference: LRM Knox Pit On-Call (Undefined, 2022-23), File: 227704354

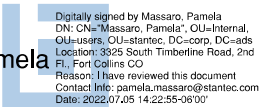
Should the stated level of effort be less than anticipated, NWCWD will only be charged for the work and time expended. Work that may be beyond the stated scope in this proposal will promptly be brought to NWCWD's attention prior to initiation of the work.

On behalf of Stantec, thank you for the opportunity to provide you this proposal. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at (970) 893-4807 or pamela.massaro@stantec.com.

Regards,

Stantec Consulting Services Inc.

Massaro, Pamela



Digitally signed by Massaro, Pamela
DN: cN=Massaro, Pamela, OU=Internal,
OU=users, OU=stantec, DC=corp, DC=ads
Location: 3325 South Timberline Road, 2nd
Fl., Fort Collins CO
Reason: I have reviewed this document
Contact Info: pamela.massaro@stantec.com
Date: 2022.07.05 14:22:55-0600

Pamela Massaro, PE
Project Manager
Phone: (970) 893-4807
pamela.massaro@stantec.com

Design with community in mind

Reference: LRM Knox Pit On-Call (Undefined, 2022-23), File: 227704354

By signing this proposal, _____ North Weld County Water District _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

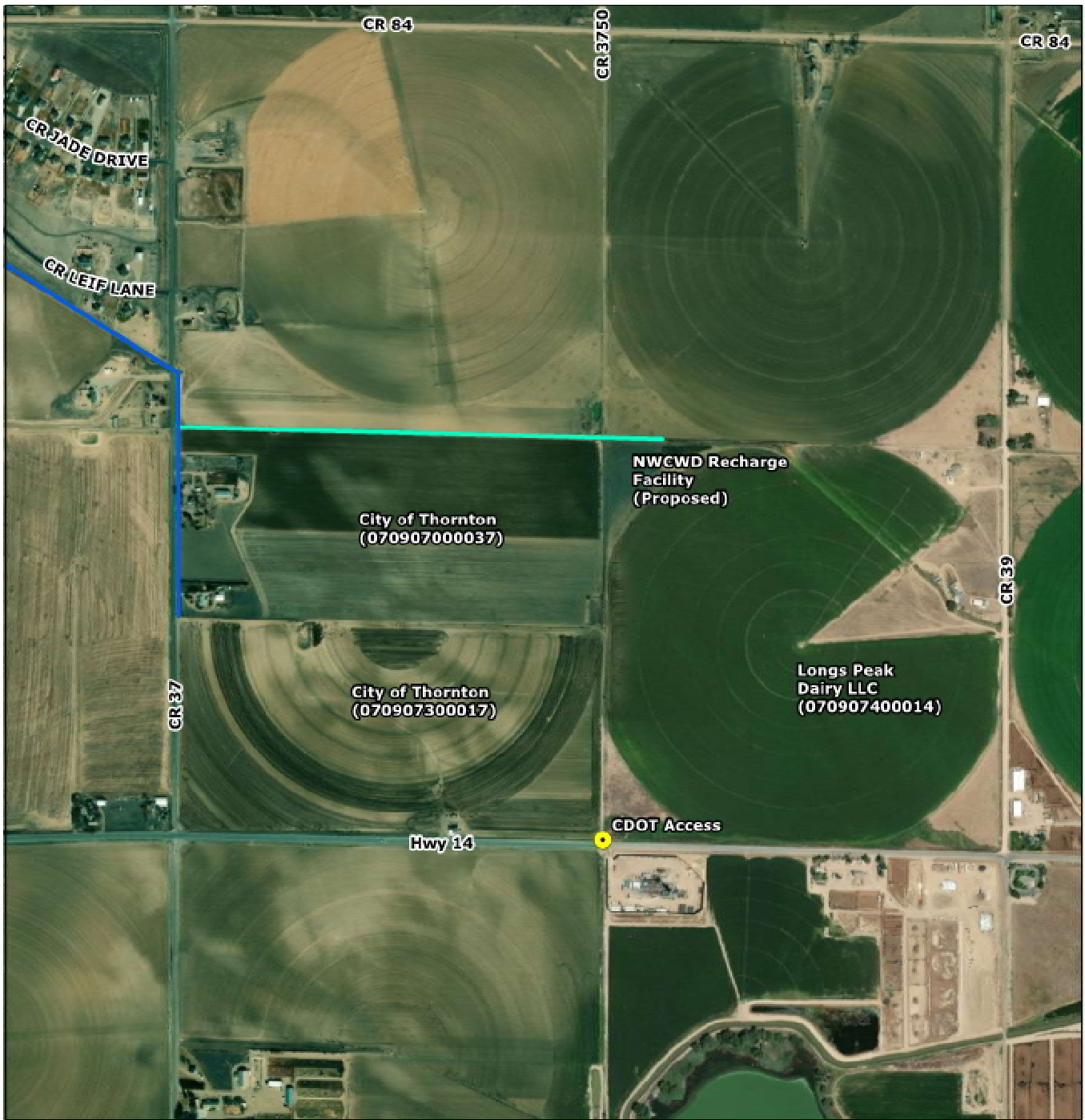
This proposal is accepted and agreed on the Day day of July, 2022.

Per: North Weld County Water District

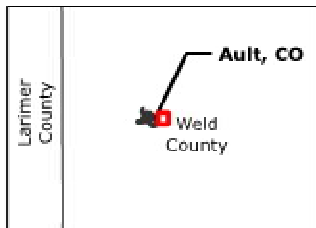
Mr. Eric Reckentine, Manager

Print Name & Title

Signature



V:\277\active\227704354\00_data\figs_cad\figs\proj\new\w\new\w\new.aprx Revised: 2022-05-17 By: anyams



Legend
— Cross Cut Lateral
— Buried Pipe



Project Location: 107N, R65W, S07 Ault, Weld Co., CO
 Prepared by ARH on 2022-05-17
 Client/Project: North Weld County Water District 227704354
 Site Location Map

Figure No. 1
 Title: Site Location Map



ATTACHMENT – STANDARD RATE TABLE

BC2277_2022-0

HOURLY RATES

Stantec Billing Level	2022 Hourly Rate*
3	\$94
4	\$99
5	\$109
6	\$113
7	\$120
8	\$124
9	\$135
10	\$141
11	\$149
12	\$153
13	\$163
14	\$175
15	\$191
16	\$215
17	\$225
18	\$227
19	\$248
20	\$258
21	\$270

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Unless prescribed differently within the proposal or other contract paperwork, the following may apply:

- **Meals**
May be billed at cost or daily per diem.
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly). A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.



FEE ESTIMATE - Longs Peak Farm On-Call 2022 Support

Name	Massaro, Pamela
Project Billing Rate	\$215.00
Total Units (T&M)	57.00
Fee (T&M)	\$12,255.00
Escalation (T&M)	\$0.00
Total Fee (T&M)	\$12,255.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	57.00	\$12,255.00	\$0.00	\$0.00	\$12,255.00
Total	57.00	\$12,255.00	\$0.00	\$0.00	\$12,255.00

Proposal Task Number	Task Code	Task Name	Start Date	End Date	
1	500	On-Call 2022 Support	2022-05-09	2022-12-31	
1.1	500.001	Coordination with Lyons Gaddis (agreements)	2022-05-09	2022-10-01	40.00
1.2	500.002	CDOT Thornton	2022-05-09	2022-12-31	5.00
1.3	500.003	Monthly Meetings/LRM Communications	2022-05-09	2022-12-31	12.00

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	57.00	\$12,255.00	\$0.00	\$0.00	\$12,255.00
Time & Material	40.00	\$8,600.00	\$0.00	\$0.00	\$8,600.00
Time & Material	5.00	\$1,075.00	\$0.00	\$0.00	\$1,075.00
Time & Material	12.00	\$2,580.00	\$0.00	\$0.00	\$2,580.00



**JUST COMPENSATION
WAIVER VALUATION**

WV North Weld County Water District

Project: Greeley Interconnect at Harmony

Parcel No.: PE-GIH-4 and TCE-GIH-4

Owner Name: Serfer Land Ventures, LLC

Location: Harmony Road and Latham Parkway

The subject property is located at 6166 County Road 74, Windsor, CO (Subject). The Subject is owned by Serfer Land Ventures, LLC, a Colorado limited liability company (the Owner). It is legally described as a portion of the West Half (W½) of Section 6, Township 6 North, Range 67 West described as Parcel One and Parcel Two in the Special Warranty Deed recorded April 4, 2016, at reception number 4192695. The Subject is identified by the Weld County Assessor as Parcel Nos. 080706200008 and 080706200006. Per assessor records, the Subject is 2,333,248 square feet ± (53.564 acres) in size, and 3,132,574 square feet ± (71.914 acres) in size respectfully, and zoned agricultural but is currently undergoing subdivision and zoning change. The Subject is accessed from Harmony Road and Latham Parkway. No Vertical improvements were identified that would be affected by the construction of the Greeley Interconnect at Harmony project (Project). To facilitate construction of the Project, the North Weld County Water District requires the acquisition of one (1) permanent easement, PE-GIH-4; and one (1) temporary construction easement, TE-GIH-4.

Parcel PE-GIH-4, a permanent easement, contains an area of 51,797 square feet±, and is rectangular in shape. PE-GIH-4 is more particularly described and depicted on the attached exhibits. PE-GIH-4 is required for construction and maintenance of a water pump station and water pipeline. The surface of PE-GIH-4 consists of gravel driveway, and native grass.

Parcel TE-GIH-4, a temporary construction easement, contains an area of 112,145 square feet±, and is rectangular in shape. TE-GIH-4 is more particularly described and depicted on the attached exhibits. TE-GIH-4 will be acquired for a term of one (1) year, commencing upon the start of construction activities within TE-GIH-4. The surface of TE-GIH-4 consists of gravel driveway, native grass, and nursery tree stock. TE-GIH-4 is required for construction and access. The surface will be restored to a condition similar to what exists prior to construction except as modified to accommodate project improvements. No personal property requiring relocation was identified during the site inspection.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
PE-GIH-4	51,797 SF	\$2.36/ SF	50%	\$ 61,120.46
Total Land				\$ 61,120.46
Improvements Value Part Taken: Describe Below	Contributory Value: Per Unit Basis or Lump Sum Basis			
+ Total Improvements				\$ 0

TE	Purpose	Area SF or AC	\$/Unit	% rate of return / duration	
TE-GIH-4	Construction activities	112,145 SF	\$2.36/ SF	10%/ Annum x 1 year	\$ 26,466.22
Damages (Cost to Cure). Describe and quantify: None identified					\$ 0
+Total Temporary Easements and Damages (Cost to Cure)					\$ 26,466.22
= Total Compensation Estimate					= \$ 87,600.00 (rounded)

Has the owner or designated representative accompanied the District's representative during inspection of the property?

- Yes Date: March 2, 2022 and May 4, 2022
 No Describe efforts made:

Signed by: Kalan Falbo <i>Kalan Falbo</i>	Date: July 6, 2022
Approved by: North Weld County Water District	Date:

EXHIBIT A-1

PROPERTY DESCRIPTION
Permanent Easement

A parcel of land for easement purposes, located in the Northwest Quarter (NW1/4) of Section Six (6), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 6 and assuming the North line of the Northwest Quarter of said Section 6 as bearing South 88°44'35" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2325.23 feet with all other bearings contained herein relative thereto;

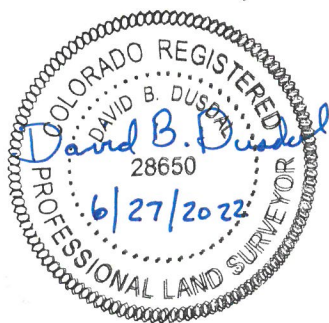
THENCE South 88°44'35" West along said North line, a distance of 737.05 feet;
THENCE South 01°24'40" West a distance of 105.11 feet to the **POINT OF BEGINNING**;

THENCE continuing South 01°24'40" West a distance of 30.03 feet;
THENCE South 88°44'22" West a distance of 189.80 feet;
THENCE South 01°25'15" West a distance of 1336.97 feet;
THENCE North 41°02'45" West a distance of 111.08 feet;
THENCE North 01°25'15" East a distance of 100.00 feet;
THENCE South 88°34'45" East a distance of 45.00 feet;
THENCE North 01°25'15" East a distance of 1183.65 feet;
THENCE North 88°44'22" East a distance of 219.83 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 51,797 Square Feet or 1.189 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, David B. Dusdal, a Colorado Registered 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.



David B. Dusdal - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

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

75' RIGHT-OF-WAY
(COUNTY COMMISSIONERS RECORDS
BOOK 3, PAGE 8)(30')
(THE RIDGE AT HARMONY ROAD SUBDIVISION,
REC. NO. 4208563)(45')

NORTHWEST CORNER,
SECTION 6, T6N, R67W

EAST HARMONY ROAD

NORTH QUARTER CORNER,
SECTION 6, T6N, R67W
POINT OF COMMENCEMENT

BASIS OF BEARINGS: S88°44'35"W 2325.23'

737.05'

10' WATER &
SANITARY SEWER EASEMENT
TO THE TOWN OF WINDSOR
(REC. NO. 4572141)

75' RIGHT-OF-WAY
(COUNTY COMMISSIONERS RECORDS
BOOK 3, PAGE 8)(30')
(DEED OF DEDICATION,
REC. NO. 4423546)(45')

N88°44'22"E 219.83'

POINT OF
BEGINNING

S01°24'40"W
30.03'

S88°44'22"W 189.80'

WATER & SANITARY SEWER EASEMENT
TO THE TOWN OF WINDSOR
(REC. NO. 4572141)

SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200008

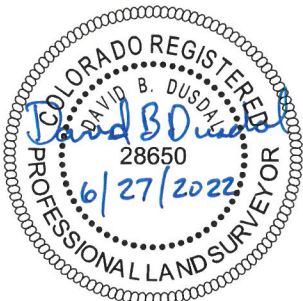
PERMANENT EASEMENT
51,797 SQ.FT.
1.189 ACRES

50' GAS PIPELINE RIGHT OF WAY EASEMENT.
SHOWN ON HARMONY ANNEXATION
REC.No.3464124

N01°25'15"E 1183.65'

S01°25'15"W 1336.97'

30'



David B. Dusdal –
On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650



SCALE IN FEET
SCALE: 1"=80'

SEE SHEET 3



KING SURVEYORS

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

PROJECT NO:20220006
DATE: 6/24/2022
CLIENT: NWCWD
DWG: 20220006-SERFER_PE
DRAWN: SMF CHECKED: DBD

SEE SHEET 2



SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200008

David B. Dusdal –
On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

50' GAS PIPELINE RIGHT OF WAY EASEMENT.
SHOWN ON HARMONY ANNEXATION
REC.No. 3464124

N01°25'15"E 1183.65'
S01°25'15"W 1336.97'

PERMANENT EASEMENT
51,797 SQ.FT.
1.189 ACRES

SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200006

S88°34'45"E
45.00'

N01°25'15"E 100.00'

75'

N41°02'45"W 111.08'

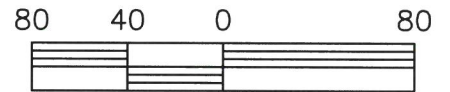
30'

50' WATER EASEMENT (PRESCRIPTIVE)
PER CITY OF GREELEY WATER
AND SEWER DEPARTMENT

25' CITY OF GREELEY
WATERLINE EASEMENT.
REC. NO. 3245837

60' CITY OF GREELEY
TEMPORARY CONSTRUCTION
EASEMENT
REC. NO. 3245837

APPROXIMATE CENTERLINE OF
CITY OF GREELEY WATER
PIPELINE EASEMENT
(BOOK 938, PAGE 87)
(UNSPECIFIED WIDTH)



SCALE IN FEET
SCALE: 1"=80'

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



KING SURVEYORS

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

PROJECT NO:20220006
DATE: 6/27/2022
CLIENT: NWCWD
DWG: 20220006-SERFER_PE
DRAWN: SMF CHECKED: DBD

EXHIBIT A-1

PROPERTY DESCRIPTION
Temporary Construction Easement

A parcel of land for easement purposes, located in the Northwest Quarter (NW1/4) of Section Six (6), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 6 and assuming the North line of the Northwest Quarter of said Section 6 as bearing South 88°44'35" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2325.23 feet with all other bearings contained herein relative thereto;

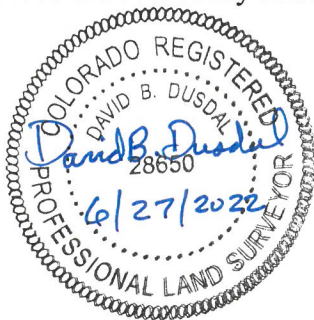
THENCE South 88°44'35" West along said North line, a distance of 737.05 feet;
THENCE South 01°24'40" West a distance of 135.14 feet to the **POINT OF BEGINNING**;

THENCE continuing South 01°24'40" West a distance of 75.08 feet;
THENCE South 88°44'22" West a distance of 114.73 feet;
THENCE South 01°25'15" West a distance of 1349.02 feet;
THENCE North 40°28'06" West a distance of 112.33 feet;
THENCE North 01°25'15" East a distance of 1336.97 feet;
THENCE North 88°44'22" East a distance of 189.80 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 112,145 Square Feet or 2.574 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, David B. Dusdal, a Colorado Registered 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.



David B. Dusdal - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

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

75' RIGHT-OF-WAY
(COUNTY COMMISSIONERS RECORDS
BOOK 3, PAGE 8)(30')
(THE RIDGE AT HARMONY ROAD SUBDIVISION,
REC. NO. 4208563)(45')

NORTHWEST CORNER,
SECTION 6, T6N, R67W

EAST HARMONY ROAD

NORTH QUARTER CORNER,
SECTION 6, T6N, R67W
POINT OF COMMENCEMENT

BASIS OF BEARINGS: S88°44'35"W 2325.23'

737.05'

10' WATER &
SANITARY SEWER EASEMENT
TO THE TOWN OF WINDSOR
(REC. NO. 4572141)

75' RIGHT-OF-WAY
(COUNTY COMMISSIONERS RECORDS
BOOK 3, PAGE 8)(30')
(DEED OF DEDICATION,
REC. NO. 4423546)(45')

S01°24'40"W
135.14'

POINT OF
BEGINNING

N88°44'22"E 189.80'

75'

S88°44'22"W

S01°24'40"W
75.08'

WATER & SANITARY
SEWER EASEMENT
TO THE TOWN OF WINDSOR
(REC. NO. 4572141)

SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200008

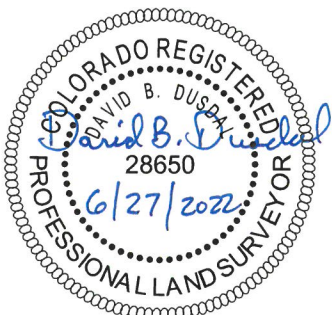
**TEMPORARY
CONSTRUCTION
EASEMENT**
112,145 SQ.FT.
2.574 ACRES

50' GAS PIPELINE
RIGHT OF WAY EASEMENT
SHOWN ON HARMONY ANNEXATION
REC.No.3464124

N01°25'15"E 1336.97'

75'

S01°25'15"W 1349.02'



David B. Dusdal -
On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650



SCALE IN FEET
SCALE: 1"=80'

SEE SHEET 3

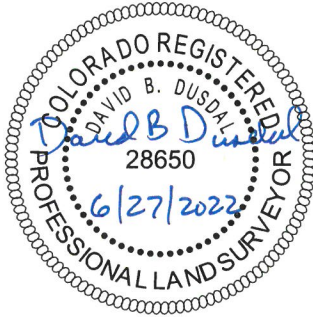


KING SURVEYORS

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

PROJECT NO:20220006
DATE: 6/27/2022
CLIENT: NWCWD
DWG: 20220006-SERFER_TCE
DRAWN: SMF CHECKED: DBD

SEE SHEET 2



SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200008

David B. Dusdal –
On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #28650

N01°25'15"E 1336.97'
S01°25'15"W 1349.02'

50' GAS PIPELINE
RIGHT OF WAY EASEMENT
SHOWN ON HARMONY ANNEXATION
REC.No.3464124

**TEMPORARY
CONSTRUCTION
EASEMENT**
112,145 SQ.FT.
2.574 ACRES

SERFER LAND VENTURES, LLC
(REC. NO. 4192695)
PARCEL NO. 080706200006

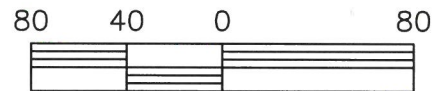
50' WATER EASEMENT (PRESCRIPTIVE)
PER CITY OF GREELEY WATER
AND SEWER DEPARTMENT

25' CITY OF GREELEY
WATERLINE EASEMENT.
REC. NO. 3245837

60' CITY OF GREELEY
TEMPORARY CONSTRUCTION
EASEMENT
REC. NO. 3245837

APPROXIMATE CENTERLINE OF
CITY OF GREELEY WATER
PIPELINE EASEMENT
(BOOK 938, PAGE 87)
(UNSPECIFIED WIDTH)

N40°28'06"W
112.33'



SCALE IN FEET
SCALE: 1"=80'

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



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

PROJECT NO:20220006
DATE: 6/27/2022
CLIENT: NWCWD
DWG: 20220006-SERFER_TCE
DRAWN: SMF CHECKED: DBD



Waiver Valuation Research Data North Weld County Water District

Parcel #: PE-GIH-4 & TCE-GIH-4				Project: Greeley Interconnect at Harmony				Prepared by: Kalan Falbo	
Address: 6166 County Road 74, Windsor, CO				Owner: Serfer Land Ventures, LLC				Date: July 6, 2022	
	Property	Sale Date	Size/Acre	Price	Price/Unit	Adjustment	Value	Proximity to Subject	Parcel Data Source
	APN	Date	Size	\$	\$	#	\$	Distance	Information
C-1	0807-050-01-012	5/21/2021	9.520	\$ 900,000	\$2.17/ SF	+5% time	\$2.28/SF	2 miles east	Smith Valuation
C-2	86150-00-014	4/6/2022	17.300	\$ 4,149,907	\$5.51/ SF	-10% location	\$4.96/SF	5 miles southwest	Smith Valuation
C-3	8627105002	12/27/2021	35.395	\$ 3,000,000	\$1.95/ SF	+5% time	\$2.05/SF	6 miles southwest	Smith Valuation
C-4	1467-224-00-034	4/28/2022	49.579	\$ 5,500,000	\$2.55/ SF	-5% location	\$2.42/SF	10 miles southwest	Smith Valuation
Subject use: The subject is zoned agricultural, has a tenant ran nursery and is being used to grow trees.									
Subject Site Size: is two assessor parcels parcel one is 2,333,248 square feet ± (53.564 acres) in size, and parcel 3,132,574 square feet ± (71.914 acres) in size and both are flood irrigated land per the Weld County Assessor.									
Acquisition Type/Size: The project requires the acquisition of one permanent pump station and pipeline easement (PE-GIH-4) containing approximately 51,797 square feet and one temporary easement (TE-GIH-4) containing approximately 112,145 square feet.									
Comparable Sales: Market data research is provided by Smith Valuation Consultants, LLC, along with information from Larimer and Weld County Assessor's public records website.									
Proposed use of Acquisitions: PE-GIH-4 is needed to construct, operate, and maintain a twenty-inch (20") potable water pipeline and pumpstation. TE-GIH-4 is needed to facilitate construction of the water pipeline and pump station.									
Notes/Comments: The property is currently undergoing re-subdivision, with a portion of the property being converted to commercial. The property is located on the corner of Harmony Road and Latham Parkway (WCR 13). Sale C-1 and C-4 are good comparable sales and are an accurate range of land value for the subject property. A few adjustments were made due to the time of sale or the location of the comparable property. This is a desirable location with great exposure.									

Based on the foregoing information, I have surmised the probable value for unimproved land (as if vacant) is:

\$ 2.36 / SF



Account: R8957111

SUBJECT

December 9, 2021

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R8957111	080706200008		Agricultural	2021	2	1,598,368	463,520

Legal
PT NW4 6-6-67 DESC AS BEG NW COR SEC N88D44E 30' N0D16W 30' N88D44E 203.89' N88D44E 1160.54' N88D44E 931.21' S0D27W 30.01' S01D02E 1000' S88D44W 2304.28' N0D30W 1000.08' TO POB EXC BEG N4 COR SEC S0D02'E 30' S88D44'W 2255.49' TO TPOB TH S0D31'E 45' S88D44'W 40' N0D31'W 45' N88D44'E 40' TO TPOB

Subdivision	Block	Lot	Land Economic Area
			WINDSOR RURAL

Property Address	Property City	Zip	Section	Township	Range
6166 COUNTY ROAD 74	WINDSOR		06	06	67

Owner(s)

Account	Owner Name	Address
R8957111	SERFER LAND VENTURES LLC	4315 E HARMONY RD FORT COLLINS, CO 805289527

Document History

No documents found.

Building Information

Building 1

AccountNo	Building ID	Occupancy
R8957111	1	Warehouse

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
1	Commercial	2909	Warehouse	100		0	

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
1				Package Unit	744	1		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
1	13,080	0	0	0	0	0	0	0

Built As Details for Building 1

ID	Built As	Square Ft	Year Built	Stories	Length	Width
1.00	Warehouse Showroom Store	13,080	2019	1	0	0

Additional Details for Building 1

ID	Detail Type	Description	Units
1	Add On	Asphalt Average	56,090
1	Add On	Concrete Slab Average	3,035

Building 2

AccountNo	Building ID	Occupancy
R8957111	2	Warehouse

ID	Type	NBHD	Occupancy	% Complete	Bedrooms	Baths	Rooms
2	Commercial	2909	Warehouse	100		0	

ID	Exterior	Roof Cover	Interior	HVAC	Perimeter	Units	Unit Type	Make
2				Package Unit	528	0		

ID	Square Ft	Condo SF	Total Basement SF	Finished Basement SF	Garage SF	Carport SF	Balcony SF	Porch SF
2	14,937	0	0	0	0	0	0	0

Built As Details for Building 2

ID	Built As	Square Ft	Year Built	Stories	Length	Width
2.00	Storage Warehouse	14,937	2020	1	0	0

No Additional Details for Building 2

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Improvement	4280	ALL OTHER AG IMPS	1,435,202	416,210	0.000	0
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	43,255	12,540	48.564	2,115,448
Land	4180	ALL OTHER AGRICULTURAL LAND	119,911	34,770	5.000	217,800
Totals	-	-	1,598,368	463,520	53.564	2,333,248

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

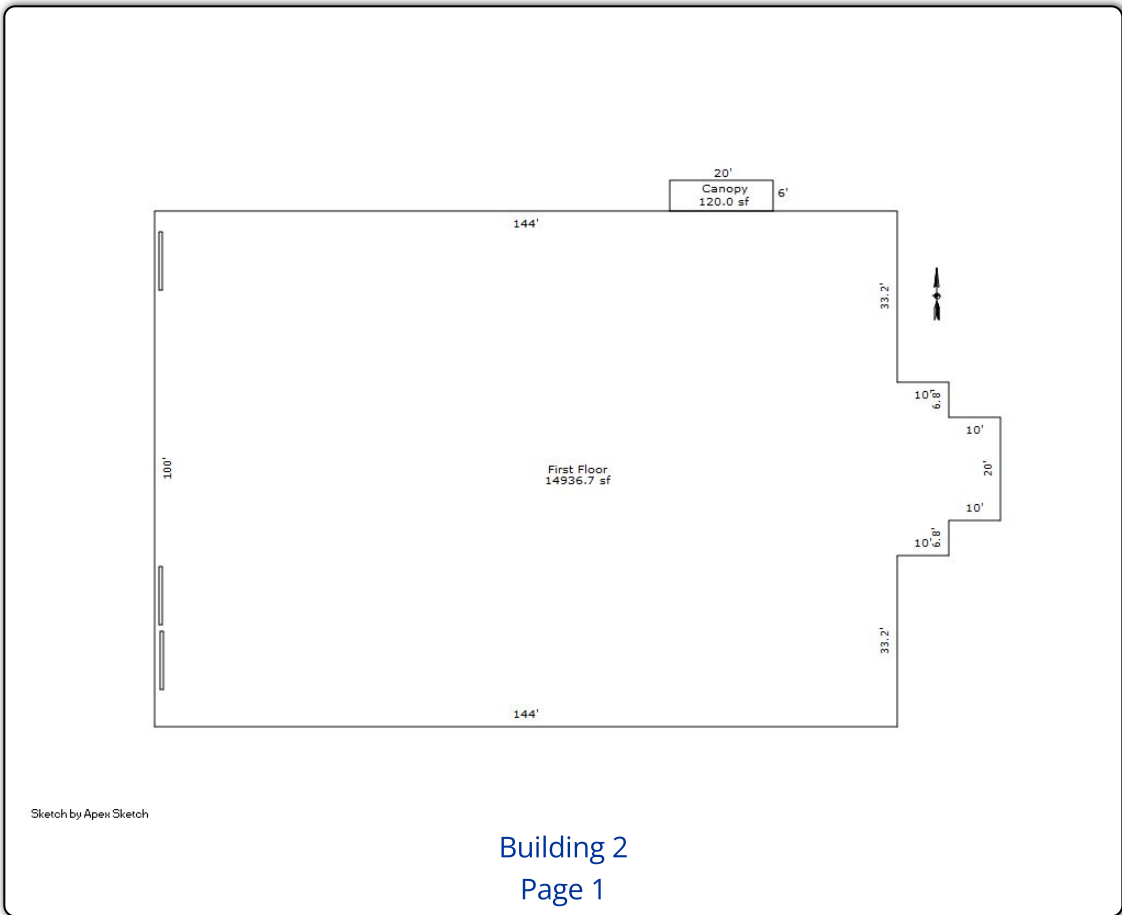
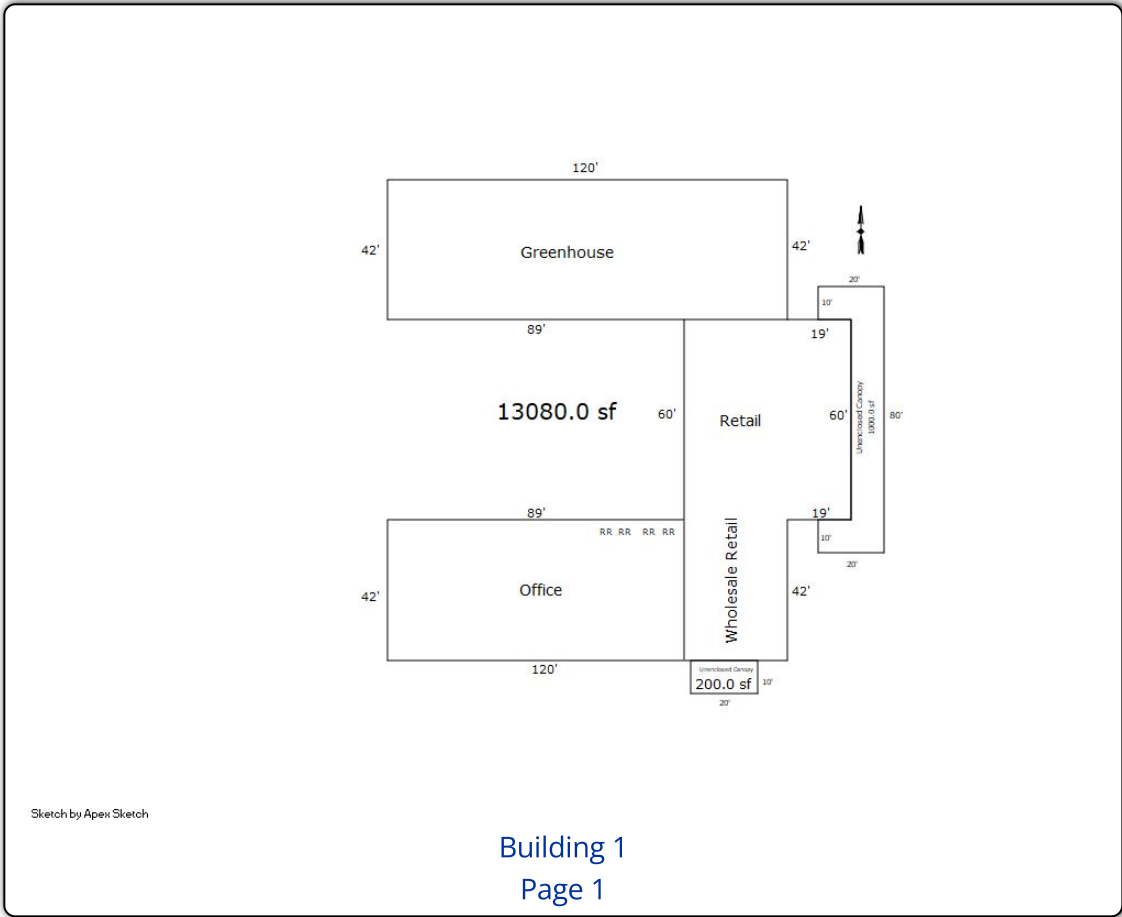
Tax Authorities

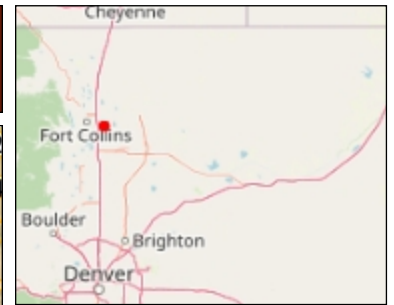
Tax Area	District ID	District Name	Current Mill Levy
2417	0700	AIMS JUNIOR COLLEGE	6.305
2417	1051	CLEARVIEW LIBRARY	3.563
2417	1206	FORT COLLINS CONSERVATION	0.000
2417	0301	NORTHERN COLORADO WATER (NCW)	1.000
2417	0204	SCHOOL DIST RE4-WINDSOR	40.231
2417	0100	WELD COUNTY	15.038
2417	0428	WINDSOR TOWN	12.030
2417	0521	WINDSOR-SEVERANCE FIRE	7.750
2417	0533	WINDSOR-SEVERANCE FIRE (BOND 2023)	0.308
Total	-	-	86.2252

Photo



Sketch





Legend

- Parcels
- Highway
- County Boundary

1: 6,703



1,117.1 0 558.56 1,117.1 Feet

Notes

Map



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 Property Information (970) 400-3650
 Technical Support (970) 400-4357
Account: R5217808**SUBJECT****May 9, 2022**

Account Information

Account	Parcel	Space	Account Type	Tax Year	Buildings	Actual Value	Assessed Value
R5217808	080706200006		Agricultural	2022	0	61,220	16,160

Legal

WIN PT W2 6-6-67 (HARMONY SECOND ANNEX) BEG COMM NW COR SEC 6 N88D44E 2325.26' N88D44E 30' S0D30E 1000.08' TO POB N88D44E 2304.28' S01D02E 1649.56' S01D32E 693.83' N57D46W 204.19' N47D46W 253.37' N34D43W 107.91' N59D41W 132.34' N48D57W 179.46' N43D06W 221.26' N32D38W 185.28' N64D46W 230.02' N53D22W 162.15' N48D31W 296.13' N50D30W 231.83' N33D27W 360.22' N47D58W 164.96' N34D24W 185.81' S88D47W 261.5' N0D30W 325.1' TO POB

Subdivision	Block	Lot	Land Economic Area
			WINDSOR RURAL

Property Address	Property City	Zip	Section	Township	Range
6166 COUNTY ROAD 74	WINDSOR		06	06	67

Owner(s)

Account	Owner Name	Address
R5217808	SERFER LAND VENTURES LLC	4315 E HARMONY RD FORT COLLINS, CO 805289527

Document History

Reception	Rec Date	Type	Grantor	Grantee	Doc Fee	Sale Date	Sale Price
4192695	04-04-2016	SWD	EAST HARMONY LLC	SERFER LAND VENTURES LLC	190.00	03-30-2016	1,900,000

*If the hyperlink for the reception number does not work, try a manual search in the [Clerk and Recorder records](#). Use the Grantor or Grantee in your search.

Building Information

No buildings found.

Valuation Information

Type	Code	Description	Actual Value	Assessed Value	Acres	Land SqFt
Land	4117	FLOOD IRRIGATED LAND- AGRICULTURAL	61,220	16,160	71.914	3,132,574
Totals	-	-	61,220	16,160	71.914	3,132,574

Comparable sales for your Residential or Commercial property may be found using our [SALES SEARCH TOOL](#)

Tax Authorities

Tax Area	District ID	District Name	Current Mill Levy
2417	0700	AIMS JUNIOR COLLEGE	6.342
2417	1051	CLEARVIEW LIBRARY	3.557
2417	1206	FORT COLLINS CONSERVATION	0.000
2417	0301	NORTHERN COLORADO WATER (NCW)	1.000
2417	0204	SCHOOL DIST RE4-WINDSOR	41.956
2417	0100	WELD COUNTY	15.038
2417	0428	WINDSOR TOWN	12.030
2417	0521	WINDSOR-SEVERANCE FIRE	7.750
2417	0533	WINDSOR-SEVERANCE FIRE (BOND 2023)	0.244
Total	-	-	87.917

Photo



NO PHOTO

Sketch



NO SKETCH

Map




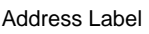


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Legend

-  Parcels
-  Address Label
-  Highway
-  County Boundary

1: 13,405



2,234.2 0 1,117.12 2,234.2 Feet

Notes

WHEN RECORDED RETURN TO:
4315 East Harmony Road,
Fort Collins, CO 80528

DF: \$ 190.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on March 30, 2016 between

EAST HARMONY LLC, a Colorado limited liability company ("Grantor"), duly organized and existing under the laws of the State of COLORADO
whose legal address is 630 15th Avenue, Suite 100 Longmont, CO 80501

and

SERFER LAND VENTURES, LLC, a Colorado limited liability company ("Grantee"), duly organized and existing under the laws of the State of COLORADO
whose legal address is 4315 East Harmony Road, Fort Collins, CO 80528

WITNESS, that the Grantor, for and in consideration of One Million Nine Hundred Thousand Dollars and No/100's (\$1,900,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the Grantee and the successors and assigns of the Grantee forever, all of the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of WELD and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Also Known As: 6166 Weld County Road 74 / SEC corner of Weld County Road 13 and East Harmony Road, Windsor, CO

TOGETHER WITH, all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, excluding, however, all coal, oil, gas, mineral and mineral rights and interests of any nature whatsoever, which rights and interest are not conveyed hereunder and retained by Grantor.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will WARRANT and FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons lawfully claiming the whole, or any part thereof, by, through or under the Grantor. EXCEPT: Those specific record title matters pursuant to Exhibit B attached hereto and by this reference incorporated herein.

EXECUTED AND DELIVERED on the date set forth above.

EAST HARMONY LLC, a Colorado limited liability company

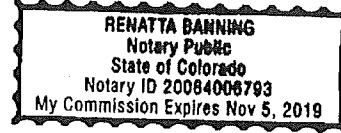
By: Allen Ginsborg, Co-Manager

By: Tom Albertz, Co-Manager



STATE OF Colorado
COUNTY OF Boulder

} ss.

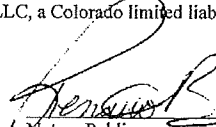


The foregoing instrument was acknowledged before me this 29th day of March, 2016 by
Allen Ginsborg as Co-Manager of EAST HARMONY LLC, a Colorado limited liability company

Witness my hand and official seal.

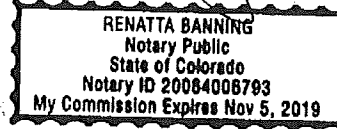
My commission expires:
11.5.2019

Expiration Date:


Notary Public

STATE OF Colorado
COUNTY OF Boulder

} ss.



The foregoing instrument was acknowledged before me this 29th day of March, 2016 by
Tom Albertz as Co-Manager as of EAST HARMONY LLC, a Colorado limited liability company

Witness my hand and official seal.

My commission expires:
11.5.2019

Expiration Date:

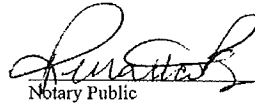

Notary Public

Exhibit A

Parcel One:

A portion of the Northwest 1/4 of Section 6, Township 6 North, Range 67 West, and a portion of the Southwest 1/4 of Section 31, Township 7 North, Range 67 West, of the 6th P.M., County of Weld, State of Colorado and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 6 and assuming the North line of the Northwest 1/4 of said Section 6 as bearing North 88°44'25" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2325.26 feet with all other bearings contained herein relative thereto:

Thence North 88°44'25" East along the North line of the Northwest 1/4 of said Section 6 a distance of 30.00 feet to the East line of the Timnath Ranch Sixth Annexation to the Town of Timnath recorded June 7, 2004 as Reception No. 3187080 of the Records of Weld County and the Point of Beginning; thence North 00°16'22" West along the East line of the Timnath Ranch Sixth Annexation a distance of 30.00 feet to the South line of Windsor North Annexation to the Town of Windsor recorded January 29, 1986 as Reception No. 02040927 of the Records of Weld County; thence North 88°44'25" East along the South line of the Windsor North Annexation a distance of 203.89 feet to the West line of Lot A of Recorded Exemption No. 0705-31-3-RE-612 recorded May 25, 1983 as Reception No. 01928075 of the Records of Weld County; thence North 88°44'25" East along a line parallel with and 30.00 feet northerly of, as measured at a right angle to the North line of the Northwest 1/4 of said Section 6 a distance of 1160.54 feet to the East line of said Lot A; thence North 88°44'25" East continuing along the South line of the Windsor North Annexation a distance of 931.21 feet to the East line of said Windsor North Annexation, said line also being the East line of the Southwest 1/4 of said Section 31; Thence South 00°27'56" West along the East line of the Southwest 1/4 of said Section 31 a distance of 30.01 feet to the North line of the Northwest 1/4 of said Section 6; thence South 01°02'00" East along the East line of the Northwest 1/4 of said Section 6 a distance of 1000.00 feet; thence South 88°44'25" West along a line parallel with and 1000.00 feet Southerly of, as measured at a right angle to the North line of the Northwest 1/4 of said Section 6 a distance of 2304.28 feet to the East line of the Timnath Ranch Sixth Annexation to the Town of Timnath; thence North 00°30'59" West along said East line of Timnath Ranch Sixth Annexation a distance of 1000.08 feet to the North line of the Northwest 1/4 of said Section 6 and the Point of Beginning, Except that portion thereof lying within Section 31, Township 7 North, Range 67 West of the 6th P.M.

Parcel Two:

A parcel of land being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 6, Township 6 North, Range 67 West, of the 6th P.M., County of Weld, State of Colorado and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 6 and assuming the North line of the Northwest 1/4 of said Section 6 as bearing North 88°44'25" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2325.26 feet with all other bearings contained herein relative thereto:

Thence North 88°44'26" East along the North line of the Northwest 1/4 of said Section 6 a distance of 30.00 feet to the East line of the Timnath Ranch Sixth Annexation to the Town of Timnath recorded June 7, 2004 as Reception No. 3187080 of the Records of Weld County; thence South 00°30'59" East along said East line of Timnath Ranch Sixth Annexation a distance of 1000.08 feet to the South line of East Harmony Annexation No. 1 and the Point of Beginning; thence North 88°44'25" East along the South line of said East Harmony Annexation No. 1 a distance of 2304.28 feet to the East line of the Northwest 1/4 of said Section 6; thence South 01°02'00" East along the East line of the Northwest 1/4 of said Section 6 a distance of 1649.56 feet to the South line of the Northwest 1/4 of said Section 6; thence South 01°32'18" East along the East line of the Southwest 1/4 of said Section 6 a distance of 693.83 feet to the Top of the Northerly Bank of the Lake Canal Ditch; The following 14 courses and distances are along the Top of the Northerly Bank of the Lake Canal Ditch: Thence North 57°46'13" West a distance of 204.19 feet; thence North 47°46'43" West a distance of 253.37 feet; thence North 34°43'38" West a distance of 107.91 feet; thence North 59°41'12" West a distance of 132.34 feet; Thence North 48°57'13" West a distance of 179.46 feet; thence North 43°06'32" West a distance of 221.26 feet; thence North 32°38'32" West a distance of 185.28 feet; thence North 64°46'32" West a distance of 230.02 feet; thence North 53°22'41" West a distance of 162.15 feet; thence North 48°31'05" West a distance of 296.13 feet; thence North 50°30'28" West a distance of 231.83 feet; thence North 33°27'48" West a distance of 360.22 feet; thence North 47°58'40" West a distance of 164.96 feet; thence North 34°24'29" West a distance of 185.81 feet to the South line of the North 1/2 of the Northwest 1/4 of said Section 6; thence South 88°47'41" West along the South line of the North 1/2 of the Northwest 1/4 of said Section 6 a distance of 261.50 feet to the East line of the Timnath Ranch Sixth Annexation to the Town of Timnath; thence North 00°30'59" West along said East line of Timnath Ranch Sixth Annexation a distance of 325.10 feet to the South Line of East Harmony Annexation No. 1 and the Point of Beginning. All in County of Weld, State of Colorado.

Exhibit B

1. Taxes and assessments, for the year 2016 and subsequent years, a lien not yet due or payable.
2. Rights of way, whether in fee or easement only, for county roads 30 feet wide on each side of section and township lines as established by Order of the Board of County Commissioners for Weld County, recorded October 14, 1889 in Book 86 at Page 273.
3. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent, recorded February 20, 1883 in Book 34 at Page 35. (Affects N1/2NW1/4)
4. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent, recorded January 29, 1889 in Book 51 at Page 90. (Affects E1/2SW1/4)
5. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent, recorded January 29, 1889 in Book 51 at Page 92. (Affects S1/2NW1/4)
6. Terms, agreements, provisions, conditions and obligations as contained in Agreement by and between Benjamin H. Eaton, Henry Cowley, J. O. Harra and the Lake Canal Company of Colorado recorded January 23, 1902 in Book 179 at Page 396.
7. Right of way, whether in fee or easement only, to construct, reconstruct, operate and maintain line of telephone and telegraph consisting of such poles, wire, cables, conduits, guys, anchors and other fixtures and appurtenances, granted to The American Telephone and Telegraph Company by instrument recorded December 24, 1927 in Book 833 at Page 434, in which the specific location of the easement is not defined.
8. Right of way, whether in fee or easement only, for underground water pipe line, as granted to the City of Greeley, recorded October 11, 1932 in Book 938 at Page 87, as more particularly described in said instrument.
9. Right of way, whether in fee or easement only, to construct, operate, maintain, replace and remove such communication systems, granted to American Telephone and Telegraph Company by instrument recorded May 14, 1941 in Book 1078 at Page 587, in which the specific location of the easement is not defined.
10. Terms, agreements, provisions, conditions and obligations as contained in Agreement by and between Fred Ehrlich and Dorsey Kern recorded February 18, 1948 in Book 1242 at Page 256.
11. An undivided 1/2 interest in and to the oil and mineral rights on said lands as reserved by Frank A. Williams in the Deed recorded April 23, 1956 in Book 1448 at Page 454, and any interests therein or rights thereunder.
12. Right of way, whether in fee or easement only, for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and remove a pipe line for the transportation of liquids and/or gases, granted to Sinclair Pipe Line Company by instrument recorded March 19, 1963 in Book 1641 at Page 296, in which the specific location of the easement is not defined.
13. Right of way, whether in fee or easement only, for an electric line or system and appurtenances, granted to Poudre Valley Rural Electric Association, a Corporation by Reinhold Ziel and Twila M. Ziel by instrument recorded May 2, 1979 in Book 867 as Reception No. 1789148, in which the specific location of the easement is not defined.
14. Right of way, whether in fee or easement only, for an overhead line and appurtenances, granted to Poudre Valley Rural Electric Association, a Colorado corporation by Reinhold Ziel and Twila Ziel by instrument recorded February 4, 1991 in Book 1289 as Reception No. 2240406, in which the specific location of the easement is not defined.
15. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to the City of Greeley, as described in instrument recorded December 21, 2004 at Reception No. 3245837.

16. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to the Town of Windsor, as described in instrument recorded December 6, 2006 at Reception No. 3439782.
17. Terms, conditions, provisions, agreements and obligations contained in the Harmony First Annexation as set forth below:

Recording Date: March 23, 2007
Recording No.: Reception No. 3464124
18. Terms, conditions, provisions, agreements and obligations contained in the Harmony Second Annexation as set forth below:

Recording Date: March 23, 2007
Recording No.: Reception No. 3464125
19. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement as set forth below:

Recording Date: March 23, 2007
Recording No.: Reception No. 3464126
20. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to the Town of Windsor, as described in instrument recorded March 23, 2007 at Reception No. 3464127.

NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the property.

- (a) Mountain Bell Telephone Company, recorded October 1, 1981 in Book 949 as Reception No. 1870705.
- (b) Colorado Interstate Gas Company, recorded August 31, 1984 in Book 1041 as Reception No. 1979784.
- (c) Associated Natural Gas, Inc., recorded April 10, 1989 in Book 1229 as Reception No. 2175917.
- (d) Public Service Company of Colorado, recorded November 9, 1981 in Book 952 as Reception No. 1874084.
- (e) Western Slope Gas Company, recorded March 9, 1983 in Book 990 as Reception No. 1919757.

21. Any and all water rights, in, under and to the land, whether recorded or unrecorded.
22. Terms, conditions, provisions, agreements and obligations contained in the Annexation Ordinance as set forth below:

Recording Date: October 1, 2010
Recording No.: Reception No. 3722387
23. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Northern Colorado Water Conservancy District, as evidenced by instrument(s) recorded September 29, 2010 at Reception No. 3721790.
24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Poudre Valley Rural Electric Association, Inc.
Recording Date: January 26, 2015
Recording No.: Reception No. 4078603
25. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: April 23, 2012
Recording No.: Reception No. 3840571

26. Terms, conditions, provisions, agreements and obligations contained in the Crossing Agreement as set forth below:

Recording Date: May 23, 2014
Recording No.: Reception No. 4018368
27. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: June 19, 2014
Recording No: Reception No. 4024668
28. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033088
29. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033089
30. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033090
31. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033091
32. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033092
33. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033093
34. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033100
35. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033101

36. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033102
37. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 2014
Recording No: Reception No. 4033103
38. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

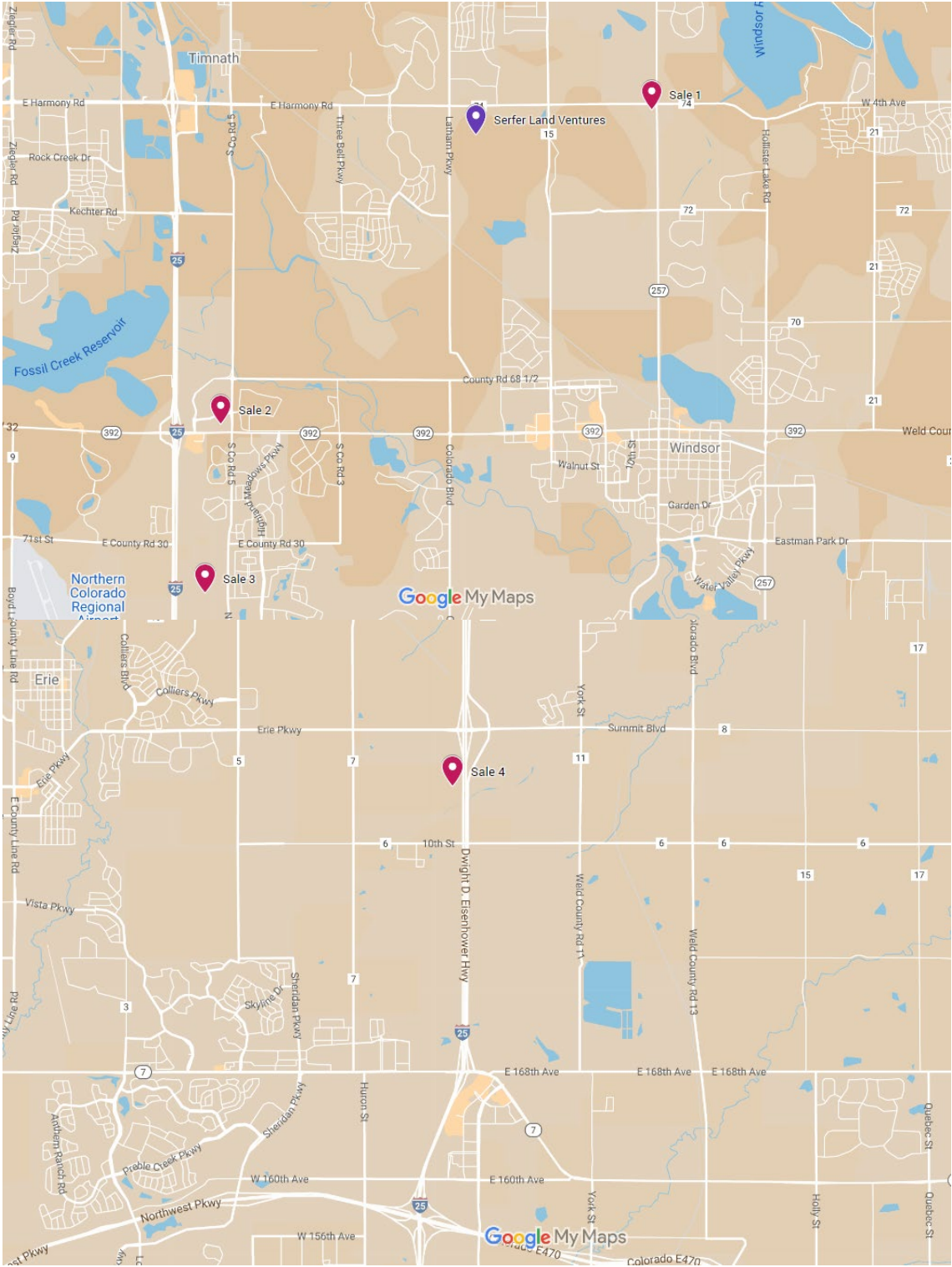
Recording Date: July 24, 2014
Recording No: Reception No. 4033104
39. A Memorandum of Paid-Up Oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: August 8, 2014
Recording No: Reception No. 4037035
40. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Ridge at Harmony Road Metro Districts, as evidenced by instrument(s) recorded May 18, 2015 at Reception No. 4108104.
41. The effect of Water Court Decree recorded June 26, 2015 at Reception No. 4119539.

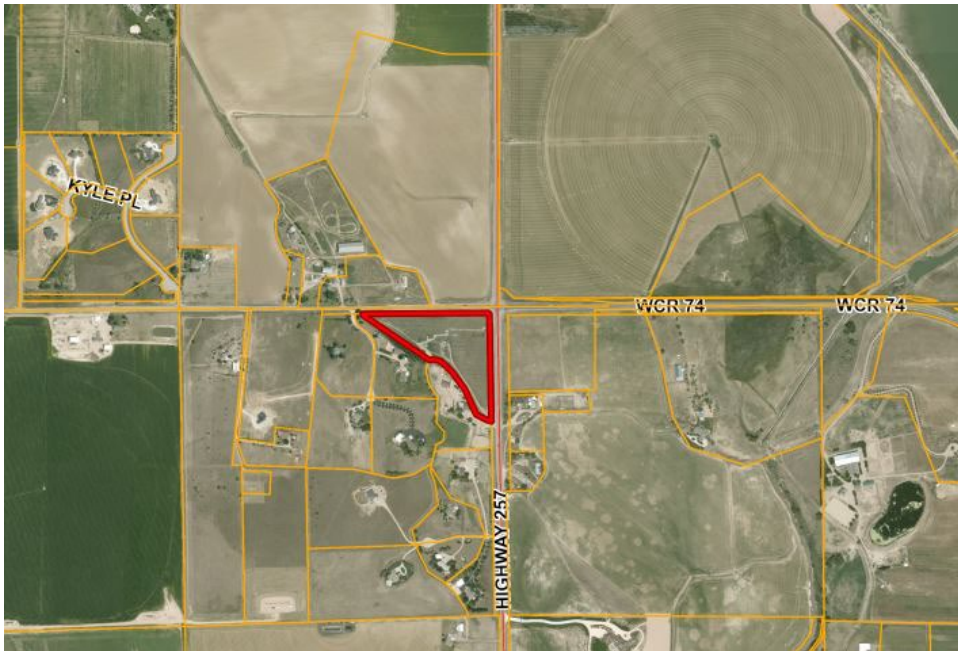
Summary Table Commercial Land Sales

LARGE COMMERCIAL TRACTS						
Sale No.	Grantor/ Grantee	Sale Date/ Reception No.	Sale Price	Size in Acres/ SF	Sale Price Per SF	
1	HAAR ENTERPRISES LLC/ AGFINITY INC	05-21-21/ 4717798	\$900,000	9.520	\$2.17	
2	ANDERSON NANCY ECHILD PAMELA JO./ WINDSOR 16 LLC	04-06-22/ 20220022099	\$4,149,907	17.300	\$5.51	
3	Catholic Foundation Real Property Holdings LLC/ Frye Christopher Turner Frye Minerals LLC	12-27-21/ 20220006849	\$3,000,000	35.395	\$1.95	
4	The Henry James Rickers Family Trust, et al./ R&N Properties LLC	04-28-22/ 4822910	\$4,800,000	48.079	\$2.55	

Commercial Land Sales Map



Commercial Land Sale No. 1



Assessor Aerial

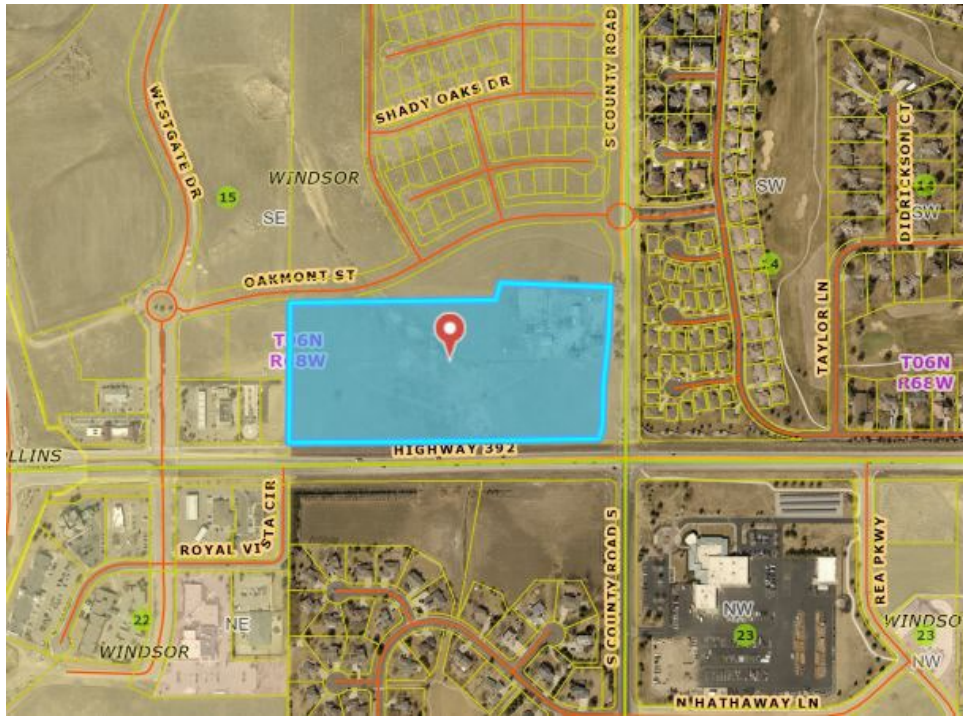
SALE DATE:	May 21, 2021
GRANTOR:	HAAR ENTERPRISES LLC
GRANTEE:	AGFINITY INC
RECORDING DATA:	Reception No. 4717798, Weld County
SALE PRICE:	\$900,000
ASSESSOR NUMBER:	0807-050-01-012
ADDRESS/LOCATION:	South of Weld County Road 74 west of Highway 257, Windsor, CO
LEGAL DESCRIPTION:	Tract A, Valley View Ranch P.U.D., Weld County CO
ZONING:	PUD
UTILITIES:	Septic required
IMPROVEMENTS:	None
TOPOGRAPHY:	Gentle slope
SHAPE:	Triangular
LAND AREA:	414,691 square feet, or 9.520 acres

SALE PRICE/UNIT: \$2.17 per square foot

FINANCING/TERMS: Cash

REMARKS: This commercial site is at the intersection of Harmony Road (WCR 74) and CSH 257 in northern Windsor. Traffic counts are low but the site is well positioned for a commercial service company.

Commercial Land Sale No. 2

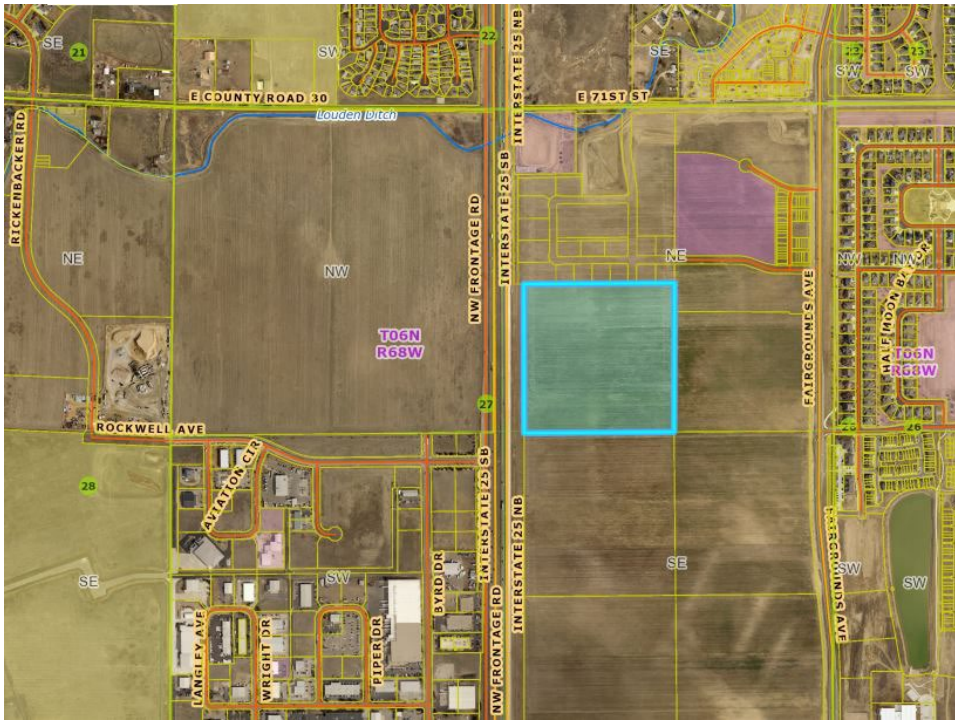


Assessor Aerial

SALE DATE:	April 06, 2022
GRANTOR:	ANDERSON NANCY ECHILD PAMELA JO...
GRANTEE:	WINDSOR 16 LLC
RECORDING DATA:	Reception No. 20220022099, Larimer County
SALE PRICE:	\$4,149,907
ASSESSOR NUMBER:	86150-00-014
ADDRESS/LOCATION:	7429 South County Road 5, Windsor, CO
LEGAL DESCRIPTION:	Part of Section 15, T6N, R66W of the 6th P.M., Larimer County, CO
ZONING:	G-C GENERAL COMMERCIAL
UTILITIES:	All municipal utilities
IMPROVEMENTS:	None
TOPOGRAPHY:	Genlt slope
SHAPE:	Mostly rectangular
LAND AREA:	753,694 square feet, or 17.300 acres
SALE PRICE/UNIT:	\$5.51 per square foot
FINANCING/TERMS:	Cash

REMARKS: The Property is zoned General Commercial and is within the Corridor Activity Center overlay district (GC-CAC). The GC-CAC district the Town of Windsor allows for a wide variety of commercial uses. The property has been annexed into the Town of Windsor. the property is conveniently located at the northwest corner of the signalized intersection of Hwy 392 and County Road 5. A major thoroughfare leading to Fort Collins, Loveland, and Greeley.

Commercial Land Sale No. 3



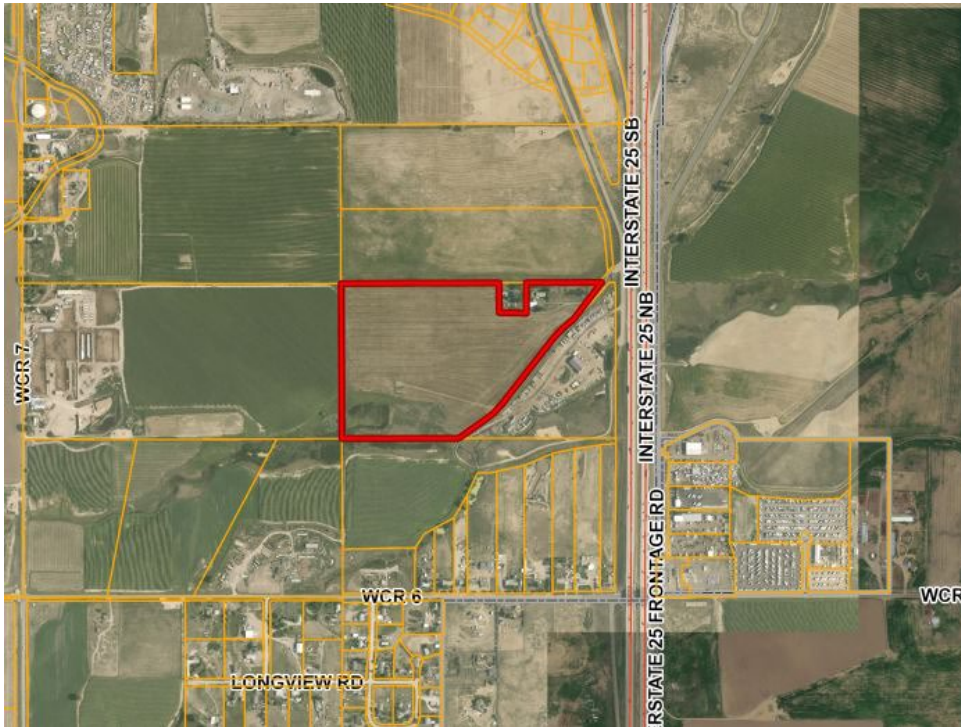
Assessor Aerial

SALE DATE: December 27, 2021
GRANTOR: CATHOLIC FOUNDATION REAL PROPERTY HOLDINGS LLC
GRANTEE: FRYE CHRISTOPHERTURNER FRYE MINERALS LLC
RECORDING DATA: Reception No. 20220006849, Larimer County
SALE PRICE: \$3,000,000
ASSESSOR NUMBER: 8627105002
ADDRESS/LOCATION: South of 71st Street on the east side of Interstate 25, Loveland, CO
LEGAL DESCRIPTION: Lot 2, Block 1, Thornburg-Hamilton First Subdivision
ZONING: B
UTILITIES: All municipal utilities nearby
IMPROVEMENTS: None
TOPOGRAPHY: Gentle slope
SHAPE: Rectangular
LAND AREA: 1,541,812 square feet, or 35.395 acres

SALE PRICE/UNIT: \$1.95 per square foot
FINANCING/TERMS: Cash

REMARKS: This commercial development land is just north of the Larimer County Fairgrounds and Ranch complex in northeastern Loveland. The parcel is zoned B, and has a proposed use of Bank, Commercial, Day Care Center, Hotel, Motel, Office, Religious Facility, Retail or School. The buyer was motivated to purchase the property to add to their existing holdings in the area

Commercial Land Sale No. 4



Assessor Aerial

SALE DATE:	April 28, 2022
GRANTOR:	The Henry James Rickers Family Trust, et al.
GRANTEE:	R&N Properties LLC
RECORDING DATA:	Reception No. 4822910, Weld County
SALE PRICE:	\$5,500,000
ASSESSOR NUMBER:	1467-224-00-034
ADDRESS/LOCATION:	2497 West I 25 Frontage Road, Erie, CO
LEGAL DESCRIPTION:	Lot B, RE-1467-22-1-RE1300, part of Section 22, T1N, R68W of the 6th P.M., Weld County, CO
ZONING:	A (Agriculture)
UTILITIES:	Septic required
IMPROVEMENTS:	None that
TOPOGRAPHY:	Gentle slope
SHAPE:	Irregular
LAND AREA:	49.579 acres
SALE PRICE/UNIT:	\$2.55 per square foot
FINANCING/TERMS:	Cash

REMARKS: This commercial development land is adjacent to the west of Interstate 25 East Frontage Road. The farmhouse was livable but did not contribute separately to value given the planned commercial industrial use of the property. No water rights were transferred with the sale. Associated deed 4822909 transferred title to the adjacent singled family home at a price of \$700k, which increased the price paid overall for the assemblage to \$5.5 million, or \$2.55 per square foot. The property directly north has been developed for RV storage. The property to the south is headquarters for an asphalt company, but not an asphalt batch plant.