

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, March 13, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve February 13, 2023, 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 February 13, 2023, Regular Meeting**
 - b. Unaudited Financials for February 2023**
 - c. Invoices through March 13, 2023**
 - d. Wild Wing Pond Temporary Construction Easement**
 - e. Newt III Easement Acquisition – Kaltenberger (Nunc Pro Tunk)**
 - f. Edge Energy Oil and Gas Mineral Lease**
- 6. Presentation: Stantec SCTWP Expansion Evaluation**
- 7. Discussion: Severance South Master Meter Conceptual Discussion**
- 8. Action: Consider Approval of Agreement Regarding the Pleasant Valley Pipeline Projects (enclosures)**
 - a. Sedimentation Basin Cost Share IGA**
 - b. Monroe Canal IGA NPIC Maintenance**
- 9. Action: Consider Approval for Development Review Variance Request**
 - a. Hoffmeister – Red Barn Project 38434 CR 13 (enclosures)**
- 10. Action: Consider Approval of Golden Eagle Non-Potable Raw Water Dedication Reduction (enclosures)**
 - a. Request Documentation**
 - b. Letter Responses From the District**

- 11. Discussion: NEWT III Easement Acquisition Issues – Easement Sharing Agreement Larimer & Weld Irrigation Ditch Company**
- 12. Discussion: Smart Growth Policies (enclosures)**
 - a. Residential Meter Overuse Surcharge Policy**
 - b. Residential Non-Potable System Requirement Policy**
 - c. Commercial Meter Overuse Surcharge Policy**
- 13. 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 Litigation with Eagle View Farms, LLC, Severance South Master Meter Development, Larimer & Weld Irrigation Company Ditch Sharing Agreement Issues, and Commercial Meter Overuse Surcharge Policy**
- 14. Director Election Update**
 - a. Review Memorandum re Candidate Forums and Candidate Biographies on District Website (enclosure)**
- 15. District Manager’s Report:**
 - a. Tap Sales**
 - b. Letter to Town of Severance (enclosure)**
 - c. Adjustment to Plant Investment Surcharge**
 - d. Adjustment to Non-Potable Irrigation Rates**
 - e. Harmony Interconnect Agreement Executed by All Entities**
 - f. Newt III Timberline Crossing**
- 16. Other Business**

ADJOURN_____ P.M.

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

Held: Monday, the 13th day of February, 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

Tad Stout, President
Scott Cockroft, Secretary
Matthew Pettinger, Assistant Secretary
Brad Cook, Treasurer
Anne Hennen, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; Bill Renz, Ditesco; Stephen Gagliardi, Town of Severance Liaison; members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 1:30 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. Cockroft, seconded by Mr.

Pettinger, the Board unanimously approved the agenda as amended to remove Item 5.f. from the consent agenda.

CONSENT AGENDA MATTERS

Mr. Reckentine presented the Board with the consent agenda items.

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

- a. Minutes from January 9, 2023, Regular Meeting
- b. Approve Unaudited Financials for December 2022 and January 2023
- c. Approve Invoices through February 13, 2023
- d. Nutri-Turf Backflow and Cross Connection Variance Request
- e. BDO Audit Scope of Services (Nunc Pro Tunk)
- f. Ditesco 42-inch Zone 1 Transmission Line Design and Construction Management Agreement
- g. Letter of Understanding Regarding Maintenance of the Overland Ponds Gravel Pits City of Greeley and Tri Districts (Previously Approved)
- h. LetRbuck, LLC Temporary Construction Easement Agreement, Eaton Pipeline Phase 2
- i. Viking Painting Tank 5 Coating Agreement (Nunc Pro Tunk)
- j. Change Order 01 Graney Construction – Timberline Crossing NEWT III
- k. Town of Ault 1 Share WSSC Dedication Huntsman Share (Approved by Board July 2020)
- l. Sullivan Tap Relocation Request

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

- a. Annual Lease of WSSC 1 Share, Mr. Brad Cook

Larimer #2 Ditch Headgate Project Agreements

- i. Easement Agreements Treiber and Linder
Mr. Reckentine presented easement agreements needed for the Larimer #2 Headgate project. Upon a motion by Ms. Hennen, seconded by Mr. Pettinger, the Board unanimously approved the Treiber and Linder easement agreements.
- ii. Resolution Authorizing Execution of Notice of Award, Notice to proceed and Contractor Agreement
Mr. Renz presented bids for the Larimer #2 Ditch headgate Project. There were three bidders with Crow Creek Construction as the low bidder. Mr. Renz recommended awarding the project to Crow Creek Construction. The Board discussed a completion date target of April 15, and requested the contract to include liquidated damages in the amount of \$1000/day if not ready for substantial completion by April 15. Upon a motion by Mr.

Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the award of the project to Crow Creek Construction and authorized execution of such documents as may be necessary to effectuate the contract.

Discussion re Town of Timnath Latham Ave. Storm Culvert and NWCWD 36" water Line Project

Mr. Reckentine discussed with the Board a request by the Town of Timnath to lower the 36-inch pipeline due to repairs needed to a culvert at Latham Avenue. Mr. Reckentine reported that the Town may be willing to split the cost with the District. Try-Hydro is undertaking an investigation verify the information received from the Town and beginning the design. No action is necessary at this time.

Consider Approval of Ridge 5 Water Service Agreement

Mr. Reckentine presented to the Board the Ridge 5 Water Service Agreement. The agreement is the last action necessary related to the Ridge 5 and was contemplated and approved under the moratorium. Following discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board approved the agreement. Mr. Stout abstained from discussion and voting. None.

PUBLIC COMMENT

DISTRICT MANAGER REPORT

a. Tap Sales

Mr. Reckentine reported there have been no tap sales.

b. City of Fort Collins 1041 Update Letter to Planning Commission and City Council

Mr. Reckentine reported that Ft. Collins has pushed out the first reading on their 1041 regulations until further public engagement is completed. Mr. Reckentine reported that a 1041 application for NEWT III will be filed with Larimer County.

c. NEWT III Pre-con meeting held January 27, 2023

Mr. Reckentine reported that a pre-construction meeting took place in January and work is getting underway.

d. Stantec SCWTP Study in March

Mr. Reckentine reported Stantec is underway with a study to expand the treatment plant.

e. 74/33 Cty Road Pipeline Relocations Complete

Mr. Reckentine reported that the 74/33 County Road pipeline relocation is substantially complete.

f. CSU Approved C-BT Trade Agreement

Mr. Reckentine reported that the agreement was approved by CSU.

g. Letters to non-compliant BPPCC

Mr. Reckentine reported that non-compliance letters will be going out.

Mr. Reckentine reported and the Tank 1 coating project is

- h. Tank Maintenance and Coating Projects
 - i. Tank 1 Complete
 - ii. Tanks 7 and 5 ongoing

complete and the Tank 7 and Tank 5 projects are ongoing.

EXECUTIVE SESSION

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously determined to enter into executive session for the purpose of reviewing Mr. Reckentine’s performance review pursuant to 24-6-402(4)(f), C.R.S.

Following the executive discussion, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board unanimously accepted Mr. Reckentine’s performance review.

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved a salary increase for Mr. Reckentine of 6.2%.

OTHER BUSINESS

Mr. White reported to the Board regarding the status of the May 2, 2023 director election.

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
February 28, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,003,521.94
1015 - COLO TRUST - GENERAL		13,976,464.08
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,192,016.12
1020 - COLO TRUST - 2022 BOND		38,650,789.54
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)		1,112,419.88
1105 - AR CONSTRUCTION METERS		37,637.26
1116 - ACCOUNTS RECEIVABLE		35,940.37
1230 - PREPAID INSURANCE		64,589.14
1300 - INVENTORY		1,785,931.06

Total Current Assets 59,125,072.64

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 242,283,727.96

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	456,105.12
2216 - CONST MTR DEPOSITS		115,324.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
February 28, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		957,358.68
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	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,518,597.68
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(10,371,891.92)	
	<u> </u>	
Total Capital		<u>217,765,130.28</u>
Total Liabilities & Capital	\$	<u><u>242,283,727.96</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 799,595.16	\$ 1,734,899.46	\$ 12,215,468.00	10,480,568.54	14.20
3111 - WATER ALLOC SURCHARGE	281,460.00	643,440.00	3,490,134.00	2,846,694.00	18.44
3112 - PLANT INVEST SURCHARGE	122,939.80	198,882.50	2,268,587.00	2,069,704.50	8.77
3113 - ADJUSTMENTS	(2,394.66)	(5,232.61)	0.00	5,232.61	0.00
3140 - CONST METER USAGE	7,760.20	13,503.94	209,100.00	195,596.06	6.46
3141 - CONSTR METER RENTAL	1,170.00	2,155.00	5,610.00	3,455.00	38.41
3142 - CONSTRUCT METER REPAIR	2,359.50	2,359.50	560.00	(1,799.50)	421.34
	1,212,890.00	2,590,007.79	18,189,459.00	15,599,451.21	14.24
OPERATING					
3210 INTEREST-COTRUST-GENERAL	192,301.00	403,496.13	130,384.00	(273,112.13)	309.47
3220 - PORT PARTONAGE AGFINITY	0.00	0.00	828.00	828.00	0.00
	192,301.00	403,496.13	131,212.00	(272,284.13)	307.51
NON OPERATING					
3310 - TAP (PI) FEES	0.00	0.00	3,000,000.00	3,000,000.00	0.00
3311 - DISTANCE FEES	0.00	0.00	176,653.00	176,653.00	0.00
3312 - WATER (ALLOCATION) FEE	0.00	0.00	300,000.00	300,000.00	0.00
3314 - INSTALLATION FEES	0.00	0.00	331,224.00	331,224.00	0.00
3315 - METER RELOCATION FEE	0.00	0.00	1,656.00	1,656.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	49,684.00	49,684.00	0.00
3321 - NON-POTABLE INSTALL	0.00	0.00	22,082.00	22,082.00	0.00
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
	0.00	0.00	4,174,964.00	4,174,964.00	0.00
NEW SERVICE					
3410 - WATER RENTAL	0.00	0.00	18,207.00	18,207.00	0.00
	0.00	0.00	18,207.00	18,207.00	0.00
AG WATER					
3500 - MISCELLANEOUS	36,877.21	37,377.21	0.00	(37,377.21)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	275.00	750.00	5,520.00	4,770.00	13.59
3530 - RISE TOWER RENT	300.00	600.00	8,060.00	7,460.00	7.44
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
	37,452.21	38,727.21	35,662.00	(3,065.21)	108.60
MISCELLANEOUS					
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(64,946.00)	(64,946.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
	0.00	0.00	74,883.00	74,883.00	0.00
FARM INCOME					
	0.00	0.00	0.00	0.00	0.00
DEBT PROCEEDS					
	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	1,442,643.21	3,032,231.13	22,624,387.00	19,592,155.87	13.40
OPERATING EXPENSE					
4110 - POTABLE WATER	440.13	588,092.76	3,224,486.36	2,636,393.60	18.24
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	158,223.49	421,694.18	463,615.14	41,920.96	90.96
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	1,465.00	2,580.00	14,000.00	11,420.00	18.43
WATER	(160,128.62)	(1,012,366.94)	(3,864,011.34)	(2,851,644.40)	26.20
4210 - SALARIES, FIELD	105,015.25	220,065.04	1,527,998.00	1,307,932.96	14.40
4220 - SALARIES, ENGINEERING	10,933.61	20,514.22	189,998.66	169,484.44	10.80
4240 - INSURANCE HEALTH	17,798.16	35,701.79	193,471.00	157,769.21	18.45
4250 - RETIREMENT	6,854.60	13,346.42	84,313.00	70,966.58	15.83
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	0.00	2,869.30	6,500.00	3,630.70	44.14
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	(140,601.62)	(292,496.77)	(2,014,952.66)	(1,722,455.89)	14.52
4410 - FIELD	3,976.03	7,788.71	0.00	(7,788.71)	0.00
4411 - LOCATES	757.23	1,568.64	15,501.00	13,932.36	10.12
4412 - FARM PROPERTIES	0.00	0.00	2,760.00	2,760.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,698.00	5,698.00	0.00
4415 - WATER LINES (REPAIRS)	6,061.50	81,882.18	50,000.00	(31,882.18)	163.76
4416 - APPURTENANCE(REPAIR)	79.60	750.05	0.00	(750.05)	0.00
4417 - METER SETTING	(3,367.22)	10,933.20	600,000.00	589,066.80	1.82
4418 - MASTER METERS	1,700.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	(2,900.00)	(2,299.42)	0.00	2,299.42	0.00
4420 - STORAGE TANKS (O & M)	0.00	6,452.06	0.00	(6,452.06)	0.00
4430 - PUMP STATIONS (O & M)	72.66	3,233.18	0.00	(3,233.18)	0.00
4435 - CHLORINE STATION	247.88	247.88	0.00	(247.88)	0.00
4440 - EQUIPMENT	1,161.68	3,880.65	205,000.00	201,119.35	1.89
4445 - SCADA EQUIPMENT	0.00	79.50	0.00	(79.50)	0.00
4450 - SHOP/YARD	8,056.39	17,482.58	0.00	(17,482.58)	0.00
4460 - VEHICLES	8,869.63	19,240.96	102,000.00	82,759.04	18.86
4470 - SAFETY	190.00	3,549.50	0.00	(3,549.50)	0.00
4480 - CONTROL VAULTS	0.00	1,029.84	29,226.00	28,196.16	3.52
4490 - MAPPING EXPENSE	8,040.00	8,040.00	39,968.00	31,928.00	20.12
OPERATION & MAINTENANCE	(32,945.38)	(182,105.41)	(1,055,153.00)	(873,047.59)	17.26
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00
4600 - ELECTRICITY	17,431.76	37,019.92	181,100.00	144,080.08	20.44

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
ELECTRICITY	(17,431.76)	(37,019.92)	(181,100.00)	(144,080.08)	20.44
4700 - COMMUNICATIONS	100.18	200.42	0.00	(200.42)	0.00
COMMUNICATIONS	(100.18)	(200.42)	0.00	200.42	0.00
4810 - GENERAL	2,943.51	5,887.02	0.00	(5,887.02)	0.00
4820 - AUTO	1,713.45	2,681.90	0.00	(2,681.90)	0.00
4830 - WORKER'S COMP	1,004.96	9,658.92	0.00	(9,658.92)	0.00
INSURANCE	(5,661.92)	(18,227.84)	0.00	18,227.84	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	356,869.48	1,542,417.30	7,165,217.00	5,622,799.70	21.53
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	39,572.80	79,374.96	932,658.00	853,283.04	8.51
SALARIES	39,572.80	79,374.96	932,658.00	853,283.04	8.51
5210 - FICA	12,127.16	25,991.53	130,000.00	104,008.47	19.99
5220 - UNEMPLOYMENT	990.48	1,134.35	4,968.00	3,833.65	22.83
PAYROLL TAXES	13,117.64	27,125.88	134,968.00	107,842.12	20.10
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	8,733.89	0.00	(8,733.89)	0.00
HEALTH INSURANCE	4,358.39	8,733.89	60,000.00	51,266.11	14.56
5400 - OFFICE UTILITIES	271.00	545.33	0.00	(545.33)	0.00
5401 - ELECTRICITY	908.06	908.06	10,000.00	9,091.94	9.08
5402 - PROPANE	2,100.00	3,685.02	7,000.00	3,314.98	52.64
5403 - TELEPHONE	2,024.88	3,975.64	23,000.00	19,024.36	17.29
5404 - CELL PHONE SERVICE	0.00	1,749.04	20,000.00	18,250.96	8.75
5405 - CELL PHONE ACCESSORIES	0.00	0.00	500.00	500.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	2,720.00	20,000.00	17,280.00	13.60
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	0.00	3,250.00	0.00	(3,250.00)	0.00
5412 - PRINTERS	0.00	170.31	0.00	(170.31)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,630.96	11,261.92	66,245.00	54,983.08	17.00
5443 - SOFTWARE	0.00	0.00	7,000.00	7,000.00	0.00
5444 - LICENSES (ANNUAL)	13,904.76	13,904.76	30,000.00	16,095.24	46.35
5445 - SENSUS METER SUPPORT	0.00	0.00	3,000.00	3,000.00	0.00
OFFICE UTILITIES	26,199.66	42,170.08	191,105.00	148,934.92	22.07

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5510 - OFFICE EXPENSES	7,530.32	24,224.73	175,107.00	150,882.27	13.83
5520 - POSTAGE	0.00	0.00	3,312.00	3,312.00	0.00
5530 - BANK / CREDIT CARD FEES	3,257.15	7,235.50	5,520.00	(1,715.50)	131.08
5540 - BUILDING MAINTENANCE	700.00	36,355.59	1,104.00	(35,251.59)	3,293.08
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	50.00	3,312.00	3,262.00	1.51
5590 - TRAINING	0.00	100.00	8,833.00	8,733.00	1.13
OFFICE EXPENSE	11,487.47	67,965.82	199,948.00	131,982.18	33.99
5610 - LEGAL	41,916.65	76,415.56	357,000.00	280,584.44	21.40
5620 - ACCOUNTING	0.00	0.00	50,000.00	50,000.00	0.00
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	697.50	1,550.00	204,000.00	202,450.00	0.76
5660 - MEMBERSHIP FEES	0.00	0.00	9,022.00	9,022.00	0.00
5680 - LAND ACQUISITION	998.56	30,746.25	0.00	(30,746.25)	0.00
PROFESSIONAL FEES	43,612.71	111,728.39	620,822.00	509,093.61	18.00
5900 - MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	138,348.67	337,099.02	2,147,230.00	1,810,130.98	15.70
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	132,725.59	153,725.59	1,600,000.00	1,446,274.41	9.61
STORAGE TANKS	132,725.59	153,725.59	1,600,000.00	1,446,274.41	9.61
6300 - PUMP STATIONS	12,650.00	15,945.01	0.00	(15,945.01)	0.00
PUMP STATIONS	12,650.00	15,945.01	0.00	(15,945.01)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	55,758.00	144,345.42	142,000.00	(2,345.42)	101.65
EQUIPMENT	55,758.00	144,345.42	167,700.00	23,354.58	86.07
6505 - ENGINEERING	60,758.58	133,665.01	300,000.00	166,334.99	44.56
6510 - WATER LINES	3,789,281.15	3,789,281.15	15,200,000.00	11,410,718.85	24.93
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
SYSTEM	3,850,039.73	3,922,946.16	16,090,000.00	12,167,053.84	24.38

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TWO MONTHS ENDING FEBRUARY 28, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6610 - WATER RESOURCE MANAGER	0.00	25,357.57	0.00	(25,357.57)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	1,100.00	11,387.87	310,000.00	298,612.13	3.67
6640 - STORAGE	35,210.85	36,371.11	0.00	(36,371.11)	0.00
WATER RIGHTS	36,310.85	7,063,116.55	9,710,000.00	2,646,883.45	72.74
6710 - EASEMENTS	0.00	218,300.00	165,000.00	(53,300.00)	132.30
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	2,369.00	6,325.00	5,000.00	(1,325.00)	126.50
LAND/EASEMENTS	2,369.00	224,625.00	360,000.00	135,375.00	62.40
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	4,089,853.17	11,524,703.73	28,239,700.00	16,714,996.27	40.81
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
7290 - 2012R NW 1054	0.00	0.00	1,590,000.00	1,590,000.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	0.00	1,833,000.00	1,833,000.00	0.00
PRINCIPLE	0.00	0.00	5,127,288.00	5,127,288.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(5,127,288.00)	(5,127,288.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,442,740.21	3,032,328.13	22,624,387.00	19,592,058.87	13.40
TOTAL EXPENSES	4,585,071.32	13,404,220.05	42,679,435.00	29,275,214.95	31.41
PROFIT/LOSS	(3,142,331.11)	(10,371,891.92)	(20,055,048.00)	(9,683,156.08)	51.72

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 28, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: February 28, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		932,539.71
Add: Cash Receipts		322,693.71
Less: Cash Disbursements		(5,283,750.58)
Add (Less) Other		5,032,039.10
Ending GL Balance		<u>1,003,521.94</u>
Ending Bank Balance		<u>1,840,661.00</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jul 11, 2022	16682 (24,198.75)
	Nov 18, 2022	17106 (227.65)
	Jan 16, 2023	17272 (33.20)
	Jan 18, 2023	17291 (184.00)
	Jan 31, 2023	17305 (49.80)
	Jan 31, 2023	17309 (5,732.70)
	Feb 2, 2023	17322 (168.54)
	Feb 6, 2023	17331 (55,758.00)
	Feb 6, 2023	17335 (1,550.74)
	Feb 8, 2023	17341 (1,100.00)
	Feb 8, 2023	17343 (37,789.84)
	Feb 8, 2023	17348 (13,811.80)
	Feb 9, 2023	17355 (8,000.00)
	Feb 9, 2023	17356 (15,543.89)
	Feb 10, 2023	17363 (523.31)
	Feb 16, 2023	17368 (168.00)
	Feb 16, 2023	17369 (7,109.29)
	Feb 16, 2023	17370 (1,581.50)
	Feb 16, 2023	17373 (223.99)
	Feb 16, 2023	17375 (697.50)
	Feb 17, 2023	17376 (23.16)
	Feb 17, 2023	17377 (3,819.63)
	Feb 17, 2023	17378 (5,630.96)
	Feb 17, 2023	17382 (1,237.41)
	Feb 17, 2023	17383 (4,411.97)
	Feb 17, 2023	17384 (4,729.43)
	Feb 17, 2023	17385 (100.18)
	Feb 22, 2023	17386 (13,741.75)
	Feb 22, 2023	17387 (700.00)
	Feb 22, 2023	17388 (26.00)
	Feb 22, 2023	17389 (132,725.59)
	Feb 22, 2023	17390 (35,075.50)
	Feb 22, 2023	17391 (166.69)
	Feb 27, 2023	17393 (182.45)
	Feb 27, 2023	17394 (745.00)
	Feb 27, 2023	17395 (261.33)
	Feb 27, 2023	17396 (2,369.00)
	Feb 27, 2023	17397 (612.00)
	Feb 27, 2023	17398 (5,734.00)
	Feb 27, 2023	17399 (12,650.00)
	Feb 27, 2023	17400 (111.92)
	Feb 27, 2023	17401 (1,500.00)
	Feb 27, 2023	17402 (31,584.80)
	Feb 27, 2023	17403 (18,973.35)
	Feb 27, 2023	17404 (998.56)
	Feb 22, 2023	OL-0222202 (389,515.31)
	Feb 27, 2023	OL-0227202 (340.00)
	Feb 27, 2023	OL-0227202 (1,340.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 28, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: February 28, 2023

Filter Criteria includes: Report is printed in Detail Format.

Total outstanding checks			(843,758.49)
Add (Less) Other			
	Feb 27, 2023	CC0227	495.25
	Feb 28, 2023	CC0228	5,134.28
	Feb 27, 2023	CCIH0218	535.48
	Feb 28, 2023	CCIH0219	429.52
	Feb 28, 2023	MARS0219	24.90
			6,619.43
Total other			6,619.43
Unreconciled difference			0.00
Ending GL Balance			1,003,521.94

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 28, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: February 28, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,184,753.64
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>7,262.48</u>
Ending GL Balance	<u>2,192,016.12</u>
Ending Bank Balance	<u>2,192,016.12</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,192,016.12</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 28, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: February 28, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,522,733.50
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	128,056.04
Ending GL Balance	38,650,789.54
Ending Bank Balance	38,650,789.54
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	38,650,789.54

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT, is made this _____ day of _____, 2023, between WW Development, LLC, a Colorado limited liability corporation, whose address is 4801 Goodman St., Timnath, CO 80547 (“Grantor”), and the North Weld County Water District, a Colorado Title 32 special district, whose address is 32825 Weld County Road 39, Lucerne, Colorado 80646 (“Grantee”). Grantor and Grantee may be individually referred to as a “Party” and collectively referred to herein as “Parties.”

WITNESSETH

1. That for and in consideration of the sum of Ten Dollars (\$10.00), the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants to Grantee a non-exclusive Temporary Access and Construction Easement (“TCE”) for ingress and egress through, to, in, on, over, across, from, and along property owned by Grantor, known as Tract F, Wildwing Final Filing No. 2, Town of Timnath, Larimer County and as Larimer County Parcel No. 8724455006 (“Property”) for the purpose of conducting geotechnical investigations related to water supply and water-related infrastructure, including but not limited to the construction, installation, operation, maintenance, repair, replacement, and removal of any facilities and infrastructure necessary to conduct groundwater well testing and monitoring (“Improvements”). This TCE includes the right to release any water pumped during well testing into existing water facilities, including but not limited to the stormwater pond and outfall pipe (as each exists both on and down-gradient of the Property and as each is depicted on **Exhibit A**, attached hereto and incorporated by reference herein) for purposes of returning that water to the natural stream system.

2. The term of this TCE shall commence on the execution date set forth above (“Effective Date”) and shall continue for five (5) months therefrom. Grantor also grants to Grantee the option to extend this TCE for an additional two (2) months, upon Grantee’s written notice to Grantor of exercise of the option to extend, which shall be delivered to Grantor no later than seven (7) days prior to the expiration of the initial term.

3. Grantee covenants and agrees to restore the Property, including landscaping, fences, and other improvements existing on the Property to substantially the same condition as of the Effective Date.

4. During the term of this TCE, Grantor shall not itself or through other persons or entities, erect, or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or allow the installation of other utilities on, over, or in the Property within the Property that may interfere with Grantee’s full enjoyment of the rights hereunder.

5. Grantor reserves the right to use and occupy the Property for any and all lawful purposes consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Improvements or otherwise interfere with Grantee's rights hereunder.

6. During the term of this TCE, Grantor shall not intentionally release water, including water from the Clyde Smith Reservoir, into the existing stormwater pond without prior notification to and written approval from Grantee.

7. During the term of this TCE, Grantee, and its consultants, contractors, and subcontractors shall obtain and maintain commercial general liability insurance on an "occurrence" basis in the amount of at least \$1,000,000 per occurrence, against liability for injury to or death of a person or persons or damage to property arising from the use of the Property by Grantee, its consultants, and its contractors and subcontractors related to its construction of the Improvements.

8. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

9. The covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors, and assignees.

10. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants, and promises herein above contained as Grantor, and the covenants and promises herein above made as Grantee.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Access and Construction Easement effective as of the date first written above.

[Signature Pages Follow]

GRANTOR:

WW DEVELOPMENT, LLC

By:
Title:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2023, by
_____.

WITNESS my hand and official seal.

My commission expires: _____

NOTARY PUBLIC

GRANTEE:

NORTH WELD COUNTY WATER DISTRICT

By:
Title:

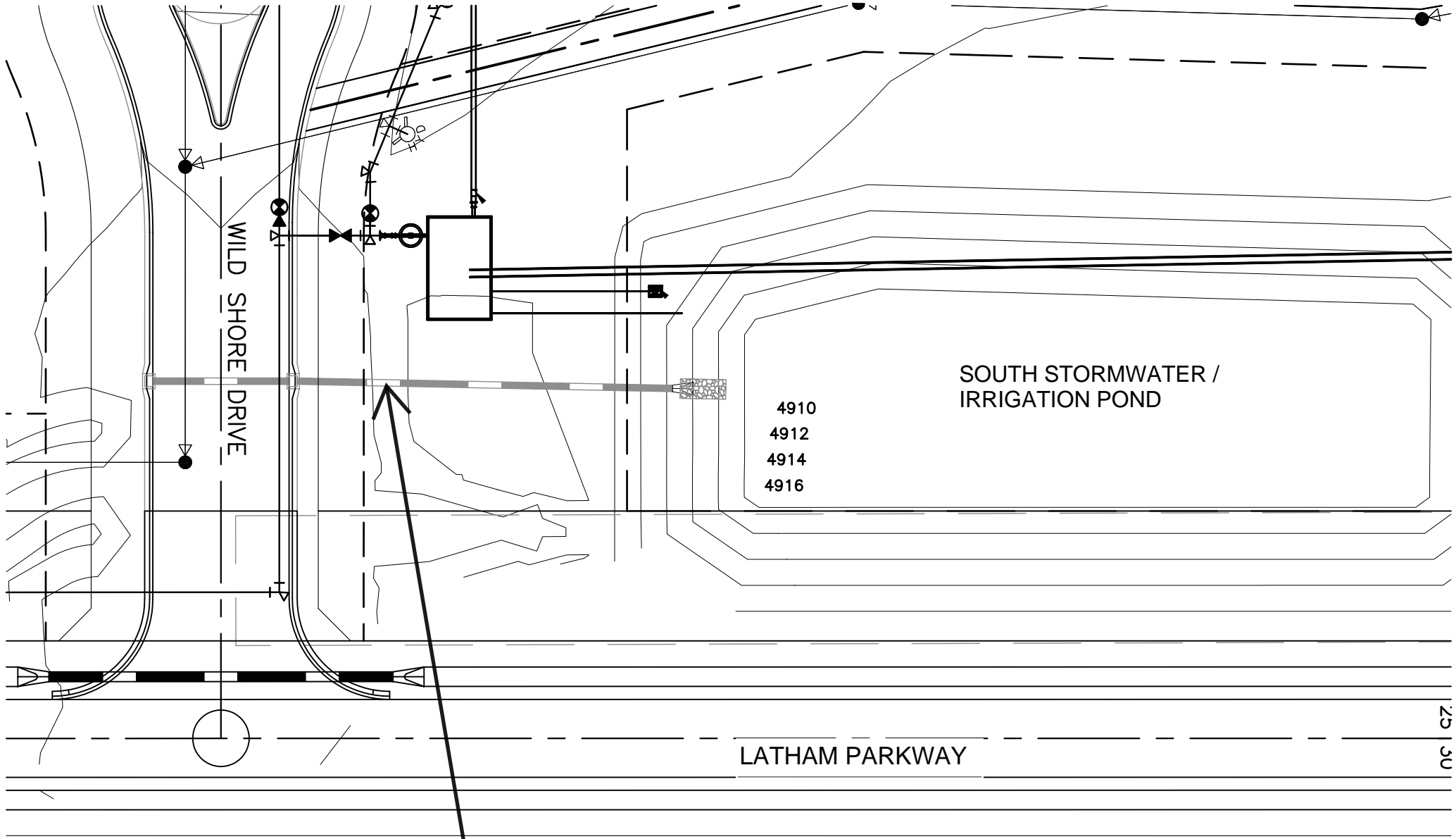
STATE OF COLORADO)
)ss.
COUNTY OF _____)

Subscribed and acknowledged before me this _____ day of _____, 2023, by
_____.

WITNESS my hand and official seal.

My commission expires: _____

NOTARY PUBLIC



18" OUTFALL PIPE /
DISCHARGES INTO
TIMNATH RESERVOIR

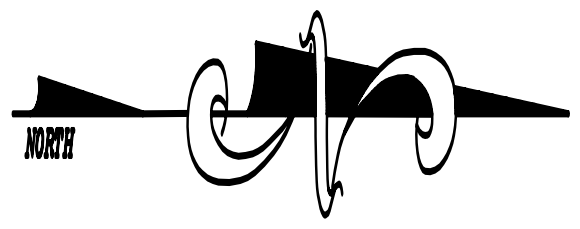


EXHIBIT A

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 22nd day of February, 2023, by and between ROBIN KALTENBERGER, whose address is 401 Desert Eagle Drive (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

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

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

The GRANTEE shall:

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

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

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

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

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

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

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

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this

Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

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

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Robin Kaltenberger
Robin Kaltenberger

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

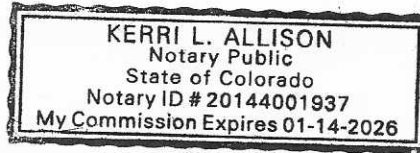
The foregoing instrument was acknowledged before me this 2nd day of February 2023, by Robin Kaltenberger.

Witness my hand and official seal.

Kerri L. Allison
Notary Public

My Commission Expires:

1-14-24



GRANTEE:

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

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 27th day of February, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:


06/24/2024

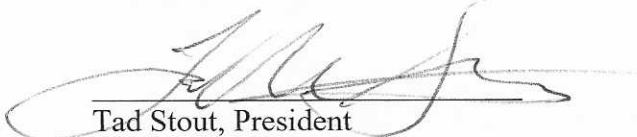
[Signature]
Notary Public

JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
COMMISSION EXPIRES 06/24/2024

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

ATTEST:


Scott Cockcroft, Secretary

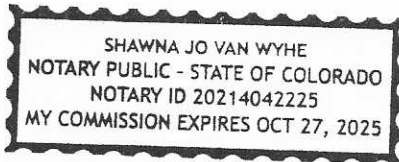

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 6th day of March 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025




Notary Public

CONSENT AND APPROVAL BY LIENHOLDER

The undersigned, being the owner of a Deed of Trust dated September 29, 2020 and recorded October 6, 2020 at Reception No. 20200081534 encumbering the above-described property, hereby approves, ratifies, confirms, consents and subordinates its lien to the foregoing Permanent Exclusive Water Easement.

Dated this _____ day of _____, 2023

First National Bank, a South Dakota Banking Corporation
632 Main Street
Rapid City, SD 57701

By: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of First National Bank, a South Dakota Banking Corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, being depicted on sheet 2 of 2 of this Exhibit A in the shaded area, being part of the *Metes & Bounds Parcel*, Amended Plat of Parcel No. 1, Cowden/Waag Exemption And The Jacobs/Waag Boundary Line Adjustment File No. 18-LAND3793, recorded September 19, 2018 as Reception No. 20180057884 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 11 and assuming the South line of Northwest Quarter (NW1/4) of said Section 11, being monumentalized by a #6 rebar with a 3/4" diameter aluminum cap stamped "LS 33642, 2007" at the West end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS 5028, 1997" at the East end, as bearing South 89°58'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2625.30 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'02" East along the South line of Northwest Quarter (NW1/4) of said Section 11 a distance of 30.00 feet to the East Right-of-way line of Larimer County Road 5 (See Road Book 4 at Page 233), said East Right-of-way line being Thirty (30) feet, as measured at a right angle, East of and parallel with the West lines of said Section 11, said point being the **POINT OF BEGINNING**;

THENCE North 00°23'12" West along said East Right-of-way line a distance of 27.69 feet;
THENCE South 89°25'45" East a distance of 946.52 feet;
THENCE South 89°14'13" East a distance of 298.06 feet to the East line of said *Metes & Bounds Parcel*;
THENCE South 03°16'57" West along the East line of said *Metes & Bounds Parcel* a distance of 40.04 feet;
THENCE North 89°14'13" West a distance of 296.23 feet;
THENCE North 89°25'45" West a distance of 945.79 feet to said East Right-of-way line;
THENCE North 00°23'28" West along said East Right-of-way line a distance of 12.32 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM:

Any portion of said described parcel of land lying within that underground sewer pipeline easement described in that *Deed of Perpetual Easement* recorded May 31, 2007 as Reception No. 20070041030 of the records of the Larimer County Clerk and Recorder;

ALSO EXCEPTING THEREFROM:

Any portion of said described parcel of land lying within that emergency access easement described in that *Emergency Access Easement Agreement* recorded December 20, 2019 as Reception No. 20190081214 of the records of the Larimer County Clerk and Recorder.

Said described strip of land contains 28,613 sq. ft. or 0.657 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

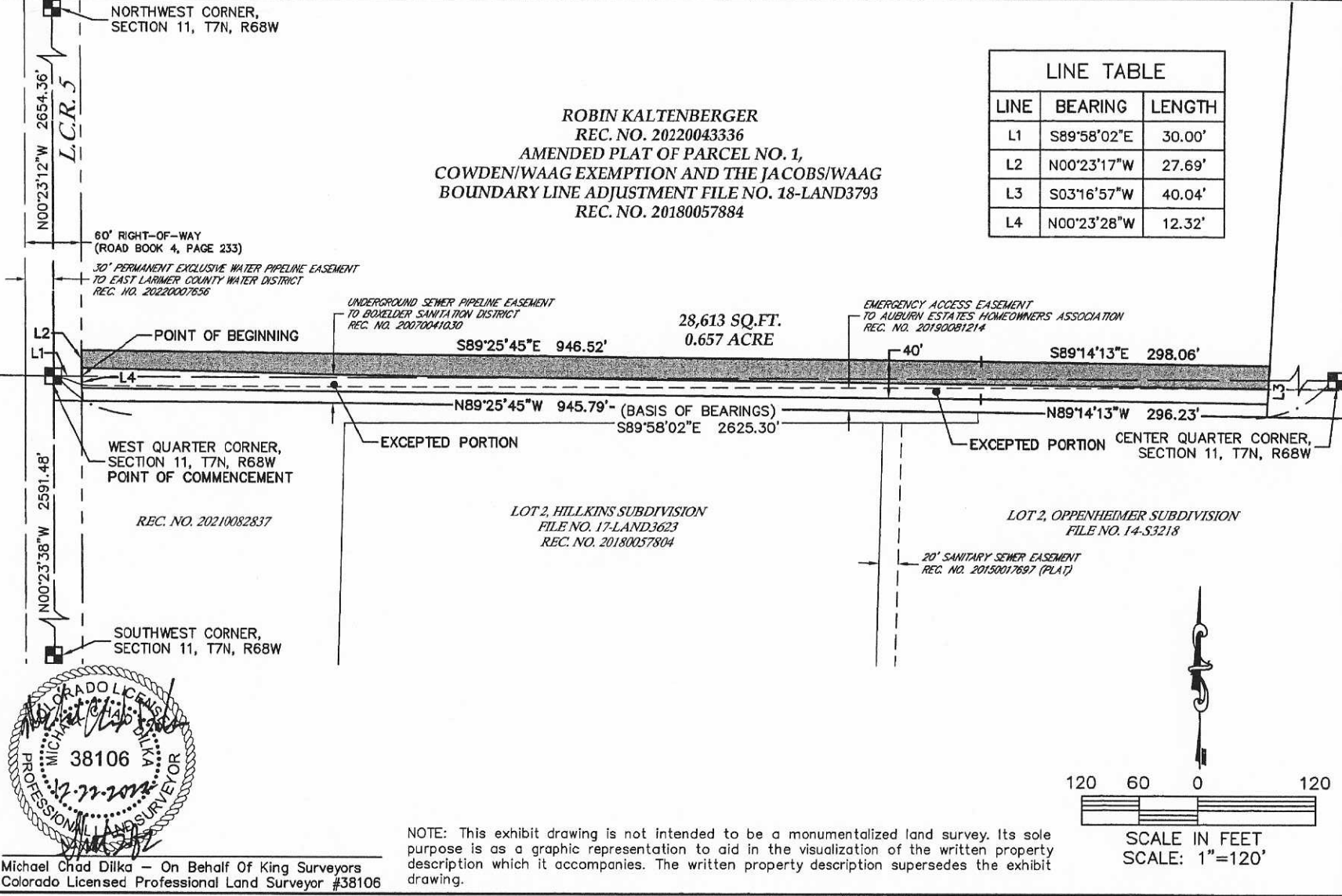
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO.: 20200030
 DATE: 12/22/2022
 CLIENT: NWCWD
 DWG: ESMT-KALTENBERGER-PE-EXCLUSIVE
 DRAWN: SMF CHECKED: MCD



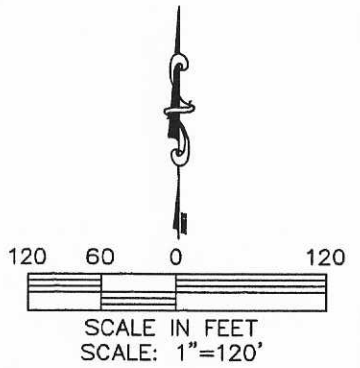
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°58'02"E	30.00'
L2	N00°23'17"W	27.69'
L3	S03°16'57"W	40.04'
L4	N00°23'28"W	12.32'

ROBIN KALTENBERGER
 REC. NO. 20220043336
AMENDED PLAT OF PARCEL NO. 1,
COWDEN/WAAG EXEMPTION AND THE JACOBS/WAAG
BOUNDARY LINE ADJUSTMENT FILE NO. 18-LAND3793
 REC. NO. 20180057884



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

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



PROPERTY DEPICTION

EXHIBIT A (2 of 2)

W1/2 SEC. 11, T7N, R68W

PERMANENT NON-EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this 27th day of February, 2023, by and between **ROBIN KALTENBERGER**, whose address is 401 Desert Eagle Drive (“GRANTOR”), and the **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the **NORTH WELD COUNTY WATER DISTRICT**, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

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

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

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;

6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement;

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

10. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement;
11. Impound water or other substance in, on or over the Permanent Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement.
15. Store or dispose of any dangerous, toxic, or hazardous substance in, on or under the Easement;
16. Install, alter or replace any fence on the Permanent Easement at near right angles to the water pipeline provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;

17. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:

- a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
- b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
- c. Paved, gravel-surfaced or unsurfaced parking areas except, except use involving long-term storage;
- d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
- e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
- f. Granting of subsurface or surface easements within the Easement Area to other utility and cable service providers with the following provisions:
 - i. For utilities and cable services running parallel to GRANTEE's water pipeline(s) those other utility or cable services shall maintain a minimum ten (10) feet of horizontal separation from GRANTEE's water pipeline(s)
 - ii. For utilities and cable services crossing the GRANTEE's water pipeline(s) the crossings shall be at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility and/or cable services and the water pipeline and further subject to industry standards for crossings that may be applicable

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

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

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

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

same or any other provision hereof.

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

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Robin Kaltenger

Robin Kaltenger

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 22nd day of February, 2023, by Robin Kaltenger.

Witness my hand and official seal.

Kerri L. Allison
Notary Public

My Commission Expires:

1-14-26

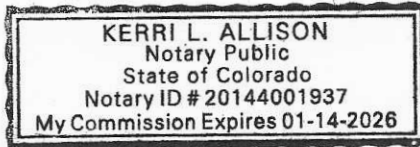


EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT B
(1 of 2)
PROPERTY DESCRIPTION

All those portions of that underground sewer pipeline easement described in that *Deed of Perpetual Easement* recorded May 31, 2007 as Reception No. 20070041030 of the records of the Larimer County Clerk and Recorder that lie within the following described parcel of land;

TOGETHER WITH:

All those portions of that emergency access easement described in that *Emergency Access Easement Agreement* recorded December 20, 2019 as Reception No. 20190081214 of the records of the Larimer County Clerk and Recorder that lie within the following described parcel of land;

A parcel of land, being part of the *Metes & Bounds Parcel*, Amended Plat of Parcel No. 1, Cowden/Waag Exemption And The Jacobs/Waag Boundary Line Adjustment File No. 18-LAND3793, recorded September 19, 2018 as Reception No. 20180057884 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 11 and assuming the South line of Northwest Quarter (NW1/4) of said Section 11, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 33642, 2007" at the West end and by a #6 rebar with a 2 ½" diameter aluminum cap stamped "LS 5028, 1997" at the East end, as bearing South 89°58'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2625.30 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'02" East along the South line of Northwest Quarter (NW1/4) of said Section 11 a distance of 30.00 feet to the East Right-of-way line of Larimer County Road 5 (See Road Book 4 at Page 233), said East Right-of-way line being Thirty (30) feet, as measured at a right angle, East of and parallel with the West lines of said Section 11, said point being the **POINT OF BEGINNING**;

THENCE North 00°23'12" West along said East Right-of-way line a distance of 27.69 feet;
THENCE South 89°25'45" East a distance of 946.52 feet;
THENCE South 89°14'13" East a distance of 298.06 feet to the East line of said *Metes & Bounds Parcel*;
THENCE South 03°16'57" West along the East line of said *Metes & Bounds Parcel* a distance of 40.04 feet;
THENCE North 89°14'13" West a distance of 296.23 feet;
THENCE North 89°25'45" West a distance of 945.79 feet to said East Right-of-way line;
THENCE North 00°23'28" West along said East Right-of-way line a distance of 12.32 feet to the **POINT OF BEGINNING**;

All those portions of said underground sewer pipeline easement and said emergency access easement that lie within said described parcel of land are depicted on sheet 2 of 2 of this Exhibit B in the shaded areas.

All those portions of said underground sewer pipeline easement and said emergency access easement that lie within said described parcel of land contains 21,118 sq. ft. or 0.485 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

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



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

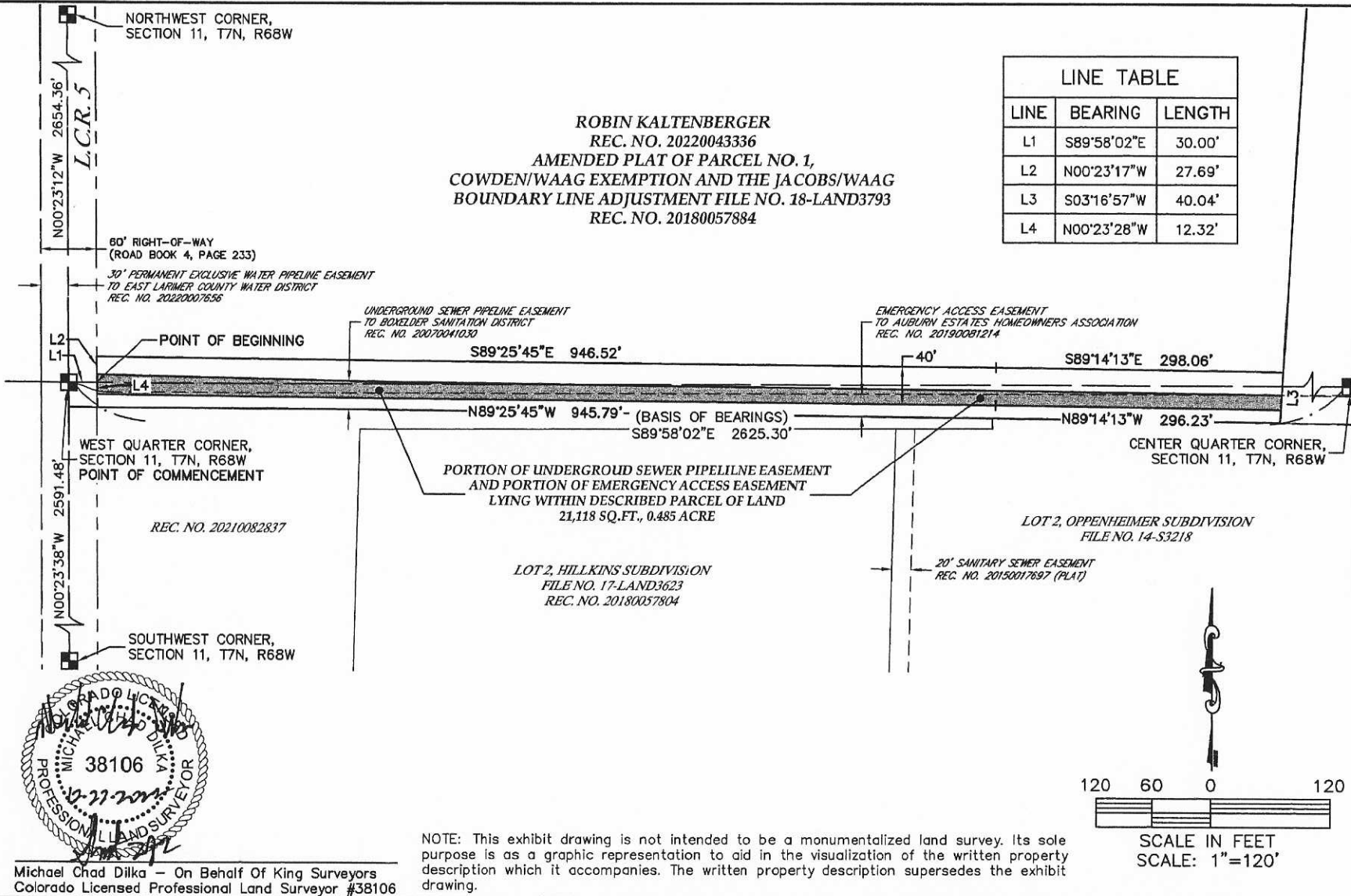
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO.: 20200030
 DATE: 12/22/2022
 CLIENT: NWCWD
 DWG: ESMT - KALTENBERGER-PE-NON EX
 DRAWN: SMF CHECKED: MCD



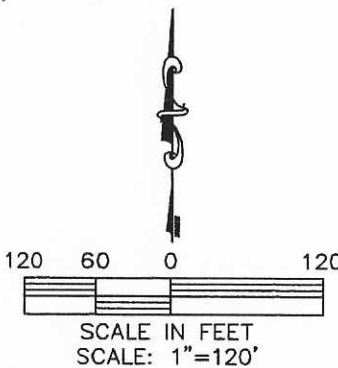
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°58'02"E	30.00'
L2	N00°23'17"W	27.69'
L3	S03°16'57"W	40.04'
L4	N00°23'28"W	12.32'

ROBIN KALTENBERGER
 REC. NO. 20220043336
AMENDED PLAT OF PARCEL NO. 1,
COWDEN/WAAG EXEMPTION AND THE JACOBS/WAAG
BOUNDARY LINE ADJUSTMENT FILE NO. 18-LAND3793
 REC. NO. 20180057884



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

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



PROPERTY DEPICTION
EXHIBIT B (2 of 2)
 W1/2 SEC. 11, T7N, R68W

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this 2nd day of February, 2023, by and between ROBIN KALTENBERGER, whose address is 401 Desert Eagle Drive ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

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

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

During the term of this Temporary Construction Easement GRANTOR shall not place,

erect, install or permit any above or below ground building, structure or other obstruction on the Easement that may interfere with the GRANTEE'S activities on the Property hereunder.

The GRANTEE shall:

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTEE:

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

By Loren B Maxey
Loren Maxey, President

STATE OF COLORADO)

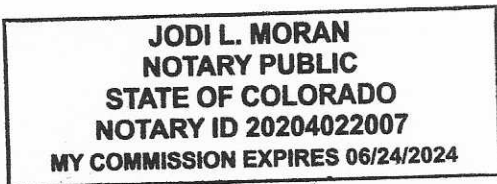
) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 27th day of February, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 06/24/2024



[Signature]
Notary Public

EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

EXHIBIT C
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Sixty (60) feet in width, being part of the *Metes & Bounds Parcel*, Amended Plat of Parcel No. 1, Cowden/Waag Exemption And The Jacobs/Waag Boundary Line Adjustment File No. 18-LAND3793, recorded September 19, 2018 as Reception No. 20180057884 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 11 and assuming the South line of Northwest Quarter (NW1/4) of said Section 11, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" at the West end and by a #6 rebar with a 2 1/2" diameter aluminum cap stamped "LS 5028, 1997" at the East end, as bearing South 89°58'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2625.30 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'02" East along the South line of Northwest Quarter (NW1/4) of said Section 11 a distance of 30.00 feet to the East Right-of-way line of Larimer County Road 5 (See Road Book 4 at Page 233), said East Right-of-way line being Thirty (30) feet, as measured at a right angle, East of and parallel with the West lines of said Section 11;

THENCE North 00°23'12" West along said East Right-of-way line a distance of 27.69 feet to the **POINT OF BEGINNING**;

THENCE South 89°25'45" East a distance of 946.52 feet;

THENCE South 89°14'13" East a distance of 298.06 feet to the East line of said *Metes & Bounds Parcel*;

THENCE North 03°16'57" East along the East line of said *Metes & Bounds Parcel* a distance of 60.06 feet;

THENCE North 89°14'13" West a distance of 300.80 feet;

THENCE North 89°25'45" West a distance of 947.63 feet to said East Right-of-way line;

THENCE South 00°23'12" East along said East Right-of-way line a distance of 60.01 feet to the **POINT OF BEGINNING**;

Said described strip of land contains 74,790 sq. ft. or 1.717 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

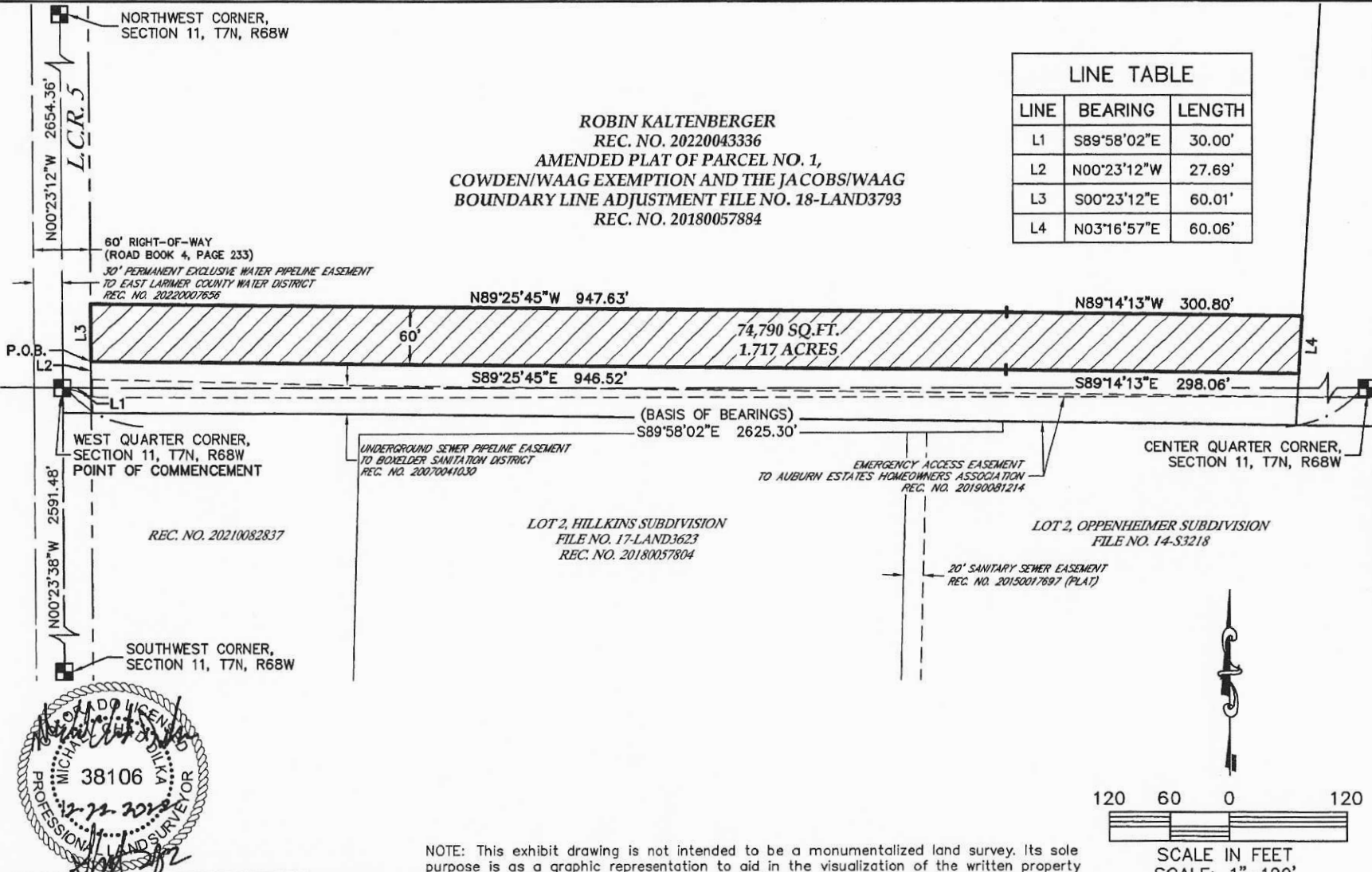
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO: 20200030
DATE: 12/22/2022
CLIENT: NWCWD
DWG: ESMT-KALTENBERGER-TCE
DRAWN: SMF CHECKED: MCD



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

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

PROPERTY DEPICTION

EXHIBIT C (2 of 2)

W1/2 SEC. 11, T7N, R68W



March 7, 2023

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

**RE: Township 8 North, Range 65 West, 6th P.M., Weld County, Colorado
Section 30: Lot B of Recorded Exemption RE 0551-30-1-RE3156**

Containing **154.345** Gross and 154.3450 Net acres, more or less in Weld County, Colorado.

Dear Eric,

Enclosed you will find an Oil and Gas Lease plus one copy (so marked for your records) covering the above captioned lands along with a W-9 form. Please note that the terms of the lease are as follows:

- **\$850.00 per net mineral acre**
- **Three (3) year lease term with a two (2) year option @ one-hundred percent (100%) of the original consideration per net mineral acre**
- **20% royalty**

Please take some time to review the package. If you have any questions or concerns, please contact me at ross@cherokeexp.com or **303-506-0703**. To execute this lease package you will need to complete the following, and **each document must be returned in the enclosed self-addressed-stamped envelope to properly accept this Offer Letter:**

- **Sign the original lease in the presence of a notary public.**
- **Complete the W-9.**
- **Return the signed, notarized original Oil and Gas Lease and signed and dated W-9 to me via the enclosed return envelope.**

Sincerely,

Cherokee Explorer Corporation

Ross Read

OIL AND GAS LEASE

=====

This Lease Agreement (the "Lease") is entered into on March 7, 2023 (the "Effective Date") between **North Weld County Water District**, whose address is P.O. Box 56., Lucerne, CO 80646 "Lessor" (whether one or more) and **Edge Energy II LLC**, a Colorado limited liability company ("Operator"), whose address is 600 12th St., Suite 115, Golden, CO 80401, the "Lessee."

The Lessor, in consideration of Ten Dollars and other valuable consideration, the receipt of which is acknowledged, and the covenants and agreements contained in this Lease, grants, demises, leases and lets exclusively to Lessee, the land described below, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing oil (including, but not limited to, distillate and condensate), gas (including, but not limited to casinghead gas and helium), and other hydrocarbons of whatever nature or kind, and for laying pipelines, telephone and other lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures to produce, save and take care of those products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, taking care of, and selling all substances produced, all that certain tract of land situated in Weld County, Colorado, described as follows:

Township 8 North, Range 65 West, 6th P.M., Weld County, Colorado
Section 30: Lot B of Recorded Exemption RE 0551-30-1-RE3156

containing 154.345 acres, more or less, which are referred to in this Lease as the "land," "lands," or "lease premises."

1. It is agreed that this Lease shall remain in force for a term of three (3) years from this date (the "Primary Term") and as long thereafter as oil or gas of whatever nature or kind is produced from the lease premises or on acreage pooled or unitized with the lands, or drilling operations are continued as provided for in this Lease. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the lease premises or on acreage pooled or unitized with the lands but Lessee is then engaged in drilling or reworking operations, then this Lease shall continue in force so long as operations are being continuously prosecuted on the lease premises or on acreage pooled or unitized with the lands; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the land or on acreage pooled or unitized with the land, production thereof should cease from any cause after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from the date of cessation of production or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of those operations at or after the expiration of the Primary Term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the lease premises or on acreage pooled or unitized with the lands.

2. This is a PAID-UP LEASE. In consideration of the cash payment, (which payment is accepted by Lessor as good and sufficient consideration for the rights granted to Lessee in this Lease), Lessor agrees that Lessee shall not be obligated, except as otherwise provided, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the land and as to any strata or stratum by delivering to Lessor and by filing for record a release or releases, and be relieved of all obligation accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect his wells, the equal of twenty-percent (20.00%) part of all oil produced and saved from the leased premises.

2nd To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, twenty-percent (20.00%) of the net proceeds derived from such sale or, (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, on twenty-percent (20.00%) of such gas and casinghead gas. Lessor's interest, in either case, to bear twenty-percent (20.00%) of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or useable twenty-percent (20.00%) of the cost of gathering and transporting such gas and casinghead gas from the mouth of the well to the point of sale.

3rd To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty on twenty-percent (20.00%) of the proceeds, at the mouth of the well, payable monthly at the prevailing rate.

4. Where gas from a well capable of producing gas is not sold or used for a period of one (1) year, Lessee may pay or tender as royalty to the royalty owners one Dollar (\$1.00) per year per net royalty acre retained by this Lease, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property within the meaning of this Lease.

5. If Lessor owns a lesser interest in the land than the entire and undivided fee simple estate, then the royalties (including any shut-in gas royalty) provided for in this Lease shall be paid to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the land or on lands pooled or unitized with the land for Lessee's operations, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth, on cultivated lands. No well shall be drilled nearer than 500 feet to the house or barn now on the land without written consent of the Lessor. Lessee shall pay for damages caused by Lessee's operations to grow crops on the land. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on the land, including the right to draw and remove casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

7. The rights of Lessor and Lessee may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments later made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any division. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

8. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply with them, if compliance is prevented by, or if the failure is the result of, any Law, Order, Rule or Regulation.

9. Lessor agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes, or other liens on the lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder, and Lessor agrees that any payment made by Lessee for Lessor may be deducted from any amounts of money which may become due to the Lessor under the terms of this Lease. The undersigned Lessors, for themselves and their heirs, successors and assigns, surrender and release all right of dower and homestead in the lease premises, insofar as the right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited in this Lease.

10. This Lease shall not be terminated, forfeited, or canceled for failure by Lessee to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that the failure or default exists, and then Lessee shall be given a reasonable time to correct any default so determined, or at Lessee's election it may surrender the Lease with the option of reserving under the terms of this Lease each producing well and forty (40) acres surrounding it as selected by Lessee, together with the right of ingress and egress. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

11. No part of the surface of the lease premises shall, without the written consent of the Lessee, be let, granted, or licensed by the Lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

12. Lessee, at its option, is given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land and as to any one or more formations, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease, or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing or recording a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land on which a well has been completed or on which operations for drilling have been commenced. Production, drilling, or reworking operations or a well shut-in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, or reworking operations or a well shut-in for want of a market under this Lease. In lieu of the royalties specified in this Lease, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in the unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the lands as to one or more of formations with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of the approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of the plan or agreement, and this Lease shall not terminate or expire during the life of the plan or agreement. In the event that all or any part of the lands shall be operated under any cooperative or unit plan of development or operation by which the production from it is allocated to different portions of the land covered by the plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made to Lessor shall be based on production only as so allocated. Lessor, if requested by Lessee, shall have the obligation to formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency and shall execute the same on request of Lessee.

13. This Lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such Lessor is named above and regardless of whether it is signed by any other parties herein named as Lessors. This Lease may be signed in counterparts, each to have the same effect as the original.

14. For the above consideration, Lessee is granted an option to renew this lease under the same terms and provisions for an additional Two (2) years from the end of the primary term hereof and as long thereafter as oil and gas is produced from said lands or lands therewith. Lessee may exercise

this option by paying to lessor the sum of **100%** of the original bonus paid per net acre (as bonus and paid-up rentals) prior to the expiration of said lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

Lessor:

North Weld County Water District

By: _____

Its: _____

STATE OF COLORADO)
)ss. ACKNOWLEDGMENT
COUNTY OF WELD)

BEFORE ME, the undersigned officer, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, as _____ of North Weld County Water District, who acknowledged themselves to be authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires:

Notary Public



Soldier Canyon Filter Plant Expansion Feasibility Study

North Weld Water District

March Board
Meeting Update

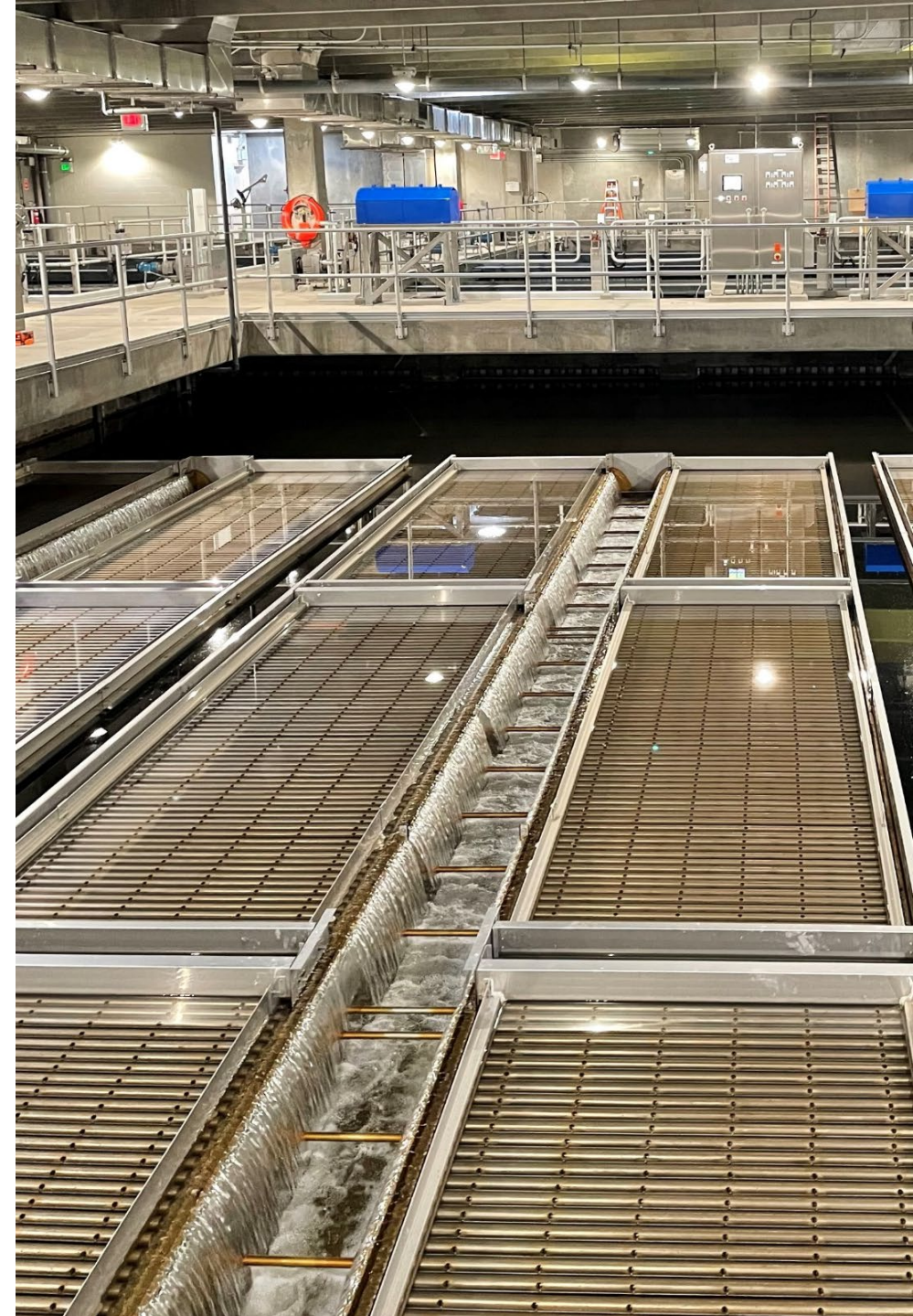
March 13, 2023



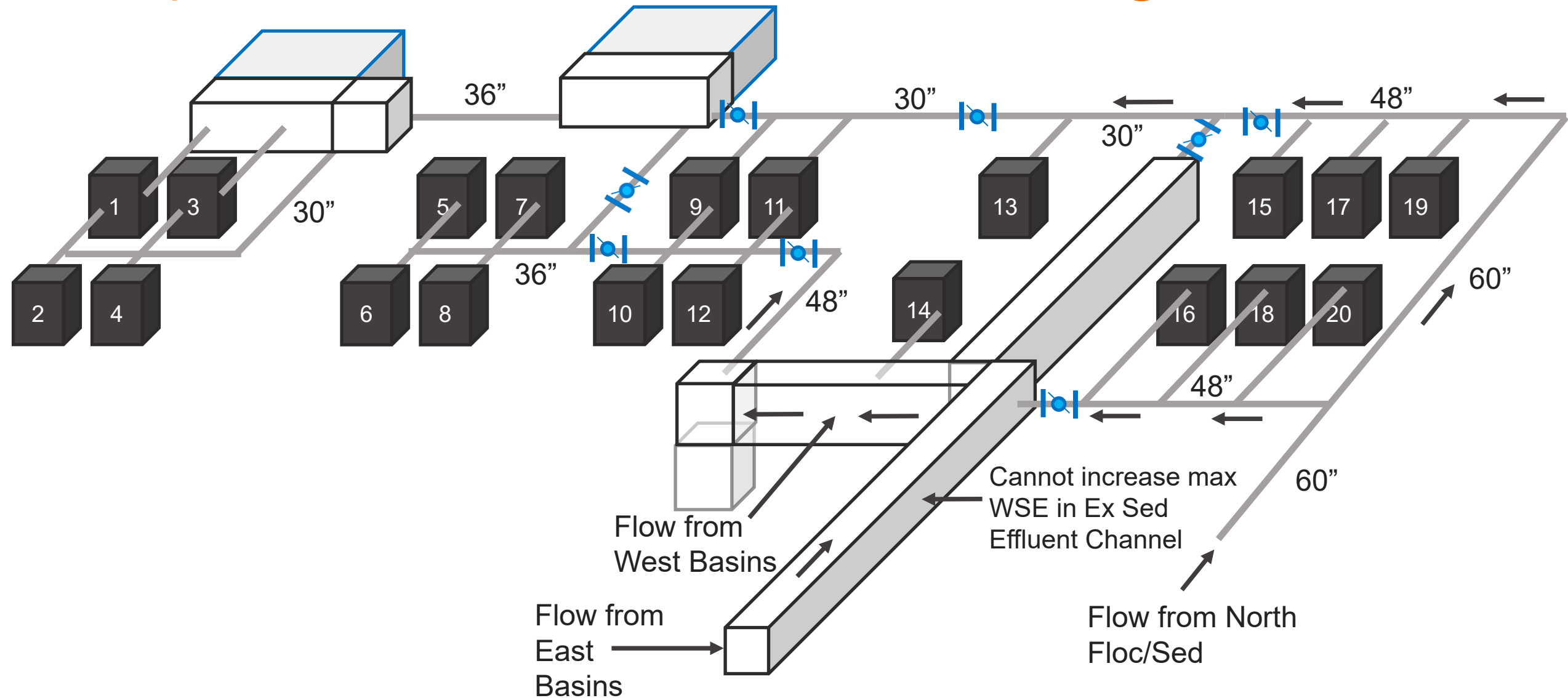
1. Project Objectives
2. Capacity Evaluation
3. Findings

Project Objectives

- Expansion Project brought SCFP to 60 mgd production capacity
- Purpose of this study is to evaluate the feasibility of increasing the capacity of the existing process units

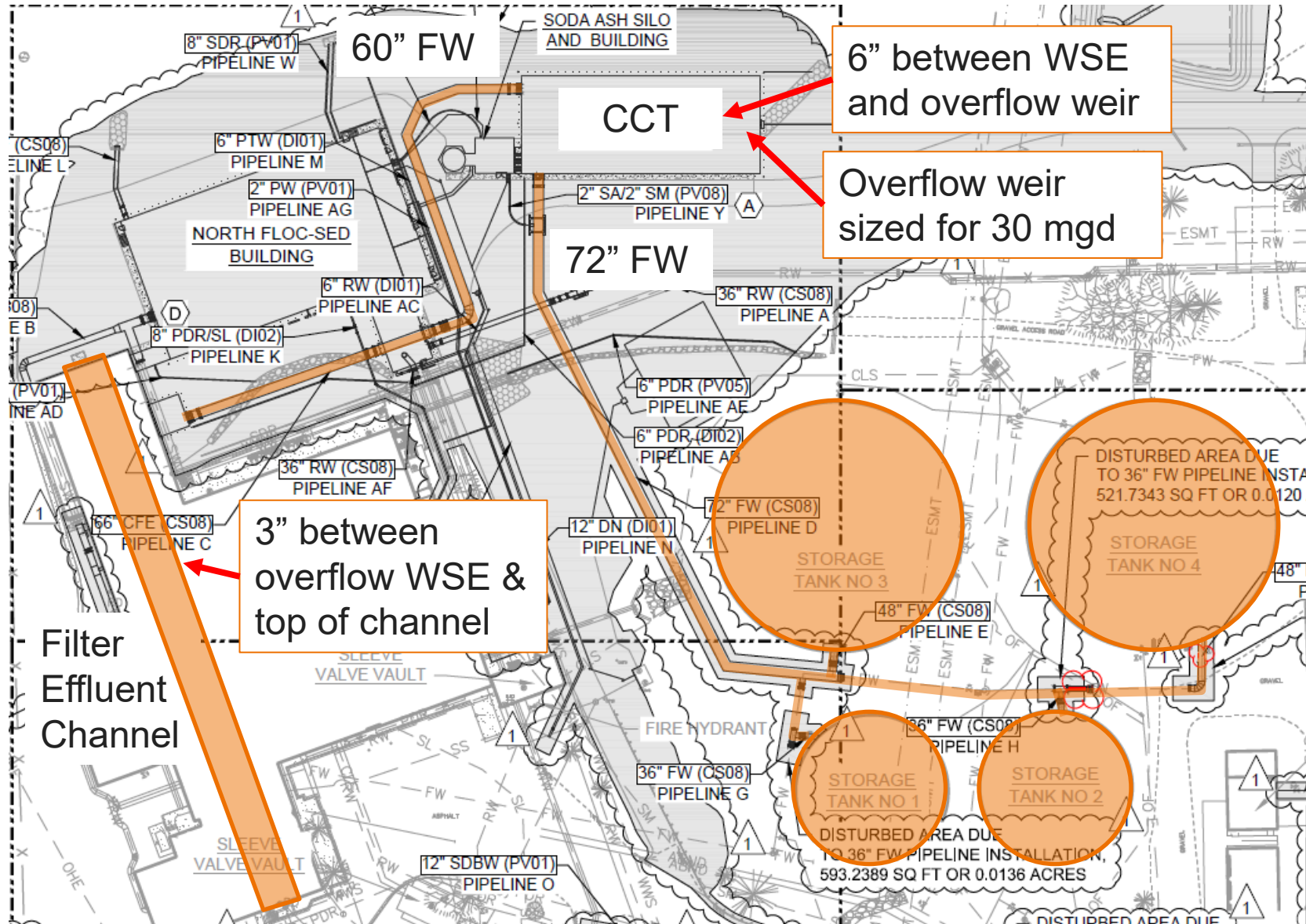


Hydraulics – Pretreatment Through Filters



Flows above 60 mgd cannot be conveyed to the ex. filters with Filters 1-4 in service

Hydraulics – Filter Effluent Channel to FW Tanks



- CCT capacity is hydraulically limited to 60 mgd due to overflow condition
- Increasing flow through CCT will increase risk of surcharging filter effluent channel
- Maximum WSE in Finished Water Storage Tanks critical for capacity; limiting condition on CCT capacity

Raw Water Piping

- Limiting factor on raw water piping the diameter of the pipe and isolation valves; sleeve valves have higher capacity than piping

Raw Water Piping	Capacity ¹
42" Horsetooth Reservoir Piping	50 mgd
36" Pleasant Valley Pipeline Piping	36 mgd

¹Based on maximum recommended velocity of 8 fps for pressurized pipe



Flash Mix

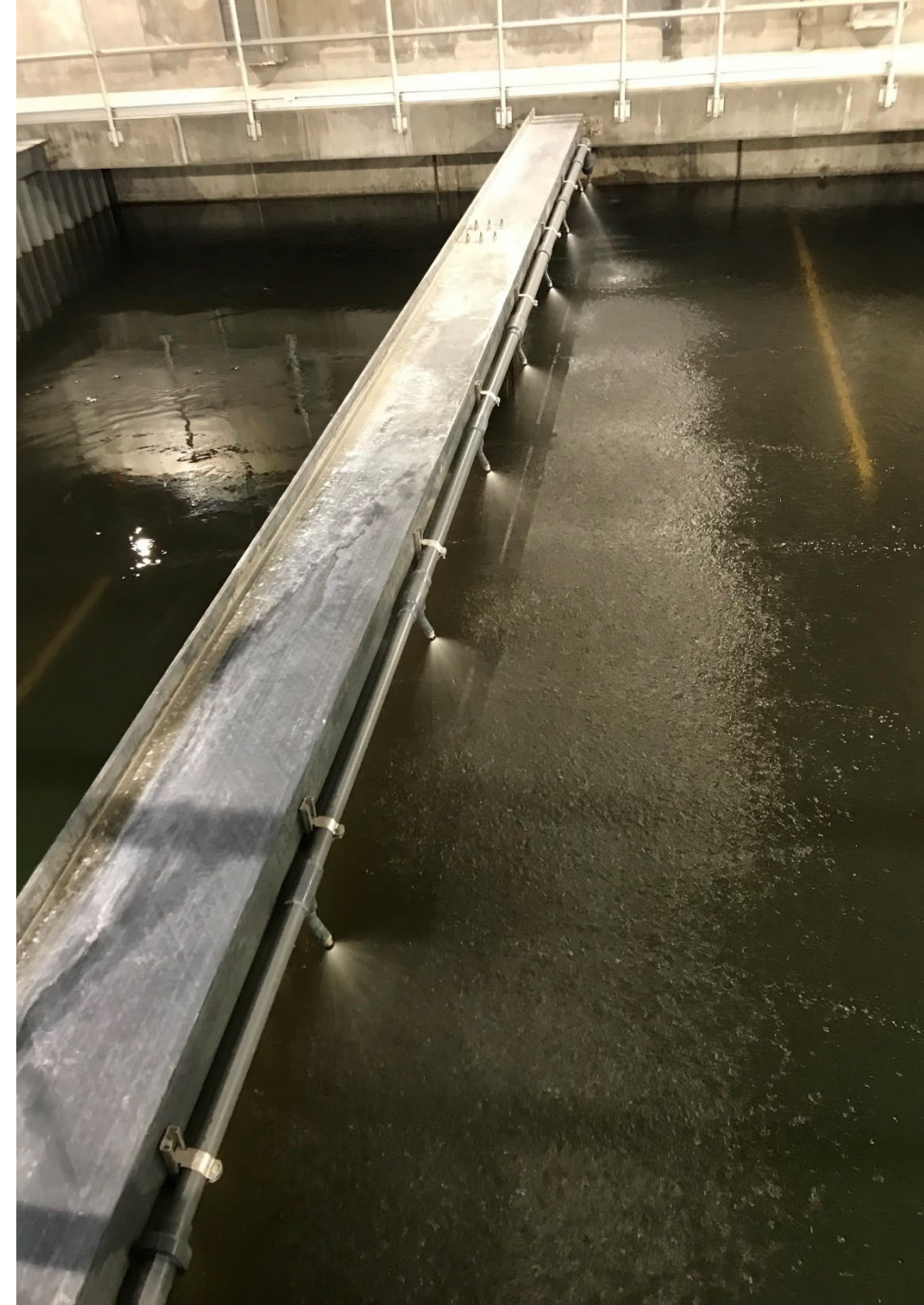
Floc/Sed Basins	Flow	Notes
South Basins (1-4)	30 mgd	Current Operating Capacity
	40 mgd	Design Capacity
	51 mgd	Max Floc Basin Capacity
North Basins (5-6)	30 mgd	Design Capacity
	37 mgd	Potential Max Sed Basin Capacity
	42 mgd	12 mgd expansion



Pretreatment

Operating Considerations

- Flocculation
 - Current Floc/Sed Performance
 - Maximum capacity of downstream sedimentation basins
 - Required HRT per Colorado Drinking Water Design Criteria = 30 min
- Sedimentation
 - Current Sed Performance: <1 NTU settled water turbidity (meets optimization criteria)
 - Maximum capacity of upstream flocculation basins
 - Maximum Loading Rate per Colorado Drinking Water Design Criteria = 0.40 gpm/sf



Pretreatment

Basins 1-4

Performance historically deteriorated beyond 30 mgd; coagulation optimization may help but there are also issues with basin configuration:

1. Multiple 90-degree bends between floc/sed
2. Weir plate below top of plates
3. Uneven plate installation

Recommendation: Maintain operation at 30 mgd due to issues with basin configuration which cannot be easily remedied

Basins 5-6

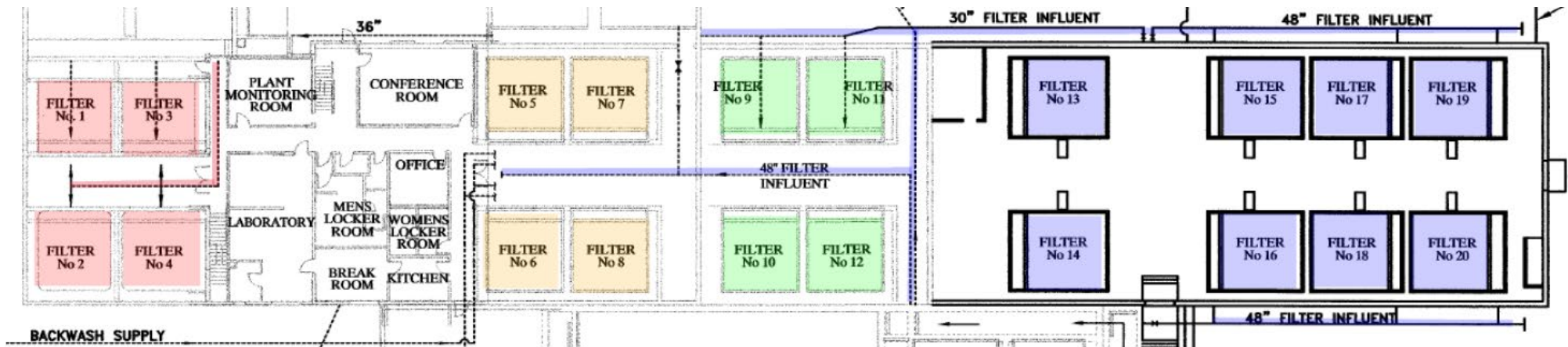
At maximum loading rate per Colorado Drinking Water Design Criteria, capacity could be 37 mgd. Full scale testing would be recommended to determine how much loading rate could be increased.

Design Criteria	South Basins (1-4)	North Basins (5-6)
Potential Maximum Capacity @ 30 min HRT	51 mgd	37 mgd
Current Maximum Operating Flow	30 mgd (40 mgd design)	30 mgd (@ 0.32 gpm/sf)
Potential Maximum Operating Flow	40 mgd	37 mgd (@ 0.4 gpm/sf)

Filtration

- 2017 full scale demonstration and pilot study increased allowable filtration rates for 60 mgd production capacity
- After media replacement and improvements*, appears filters can continue to be uprated

Parameter	Original 50 mgd	Current 60 mgd	Future 70 mgd	Future 79 mgd
All filters on-line (20)	4.8 gpm/sf	5.8 gpm/sf	6.8 gpm/sf	7.6 gpm/sf
One filter out of service (19)	5.1 gpm/sf	6.1 gpm/sf	7.1 gpm/sf	8.0 gpm/sf
Two filters out of service (18)	5.4 gpm/sf	6.4 gpm/sf	7.5 gpm/sf	8.5 gpm/sf
Three filters out of service (17)	5.7 gpm/sf	6.8 gpm/sf	7.9 gpm/sf	9.0 gpm/sf



Chemical Storage

Chemical	Chemical Consumption		Available Storage (days)	Metering Rate (gph)	Meet Max Dose and Max Flow
	(ppd)	(gpd)			
Alum		2,222	7	92.6	Yes
Poly 1		1,075	10	44.8	Yes
Poly 2		806	13	33.6	Yes
Poly 3	150		2.3	189.5	
Chlorine	2,768		5.8	2,306 (ppd)	Yes
Sodium Chlorite		418	13	N/A	Yes
Chlorine Dioxide	781		7	3900	No, additional pump needed
Soda Ash ₁	24,019		2.4	3,810	Yes
Sodium Fluorosilicate	730		15	1,439	No, additional pump needed
Powder Activated Carbon	15,012		5	10	Yes
Anionic Polymer	90	10	24	85	Yes

¹North Soda Ash Systems nearing end of useful life, replacement recommended for redundancy

Current Chemical Storage is sufficient at 72 mgd



Disinfection

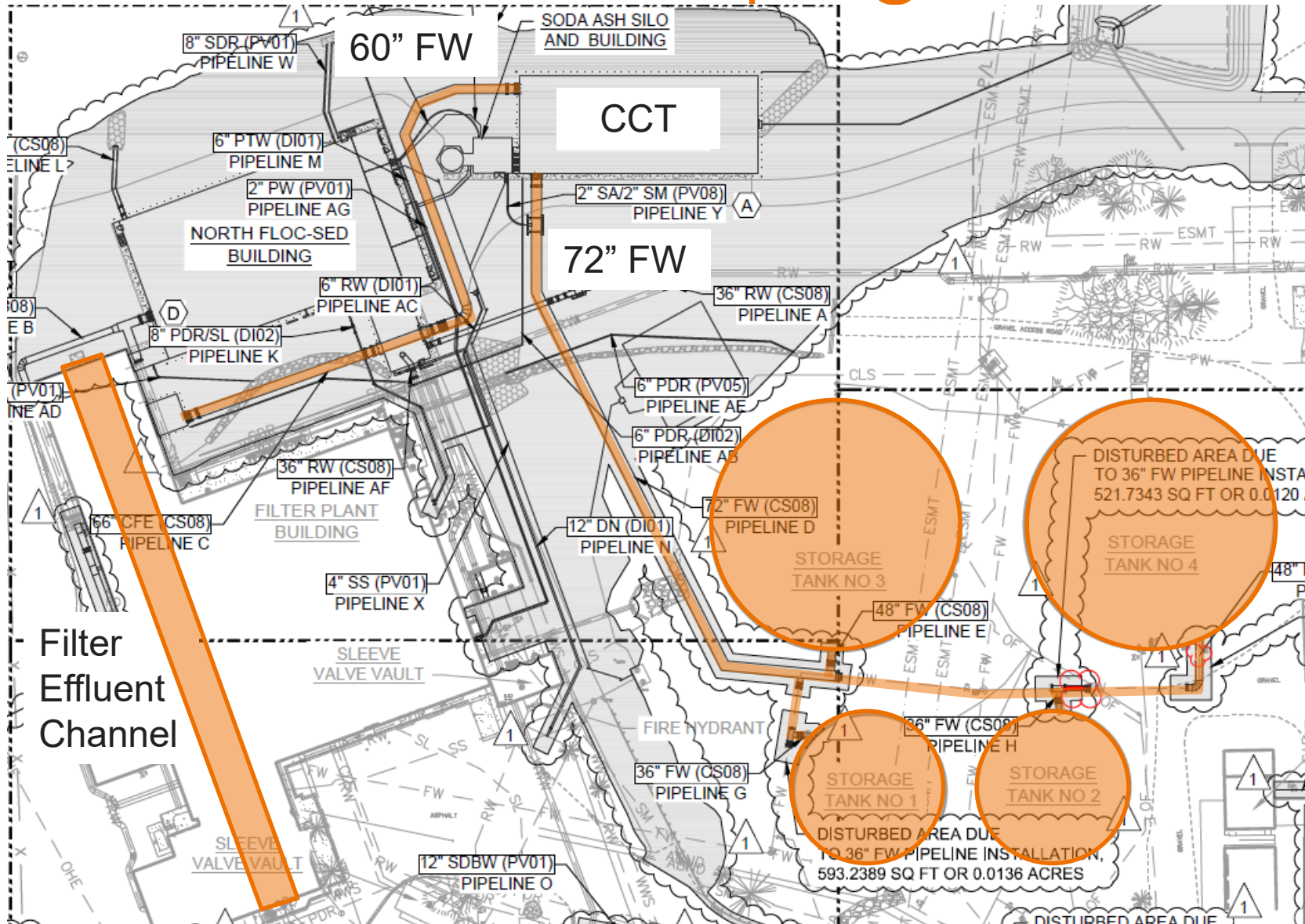
Operating Considerations

- Designed summer flow conditions (June to August)
- Disinfection Requirements : 0.5 log Giardia / 2 log Viruses
- Design vs Current CCT Performance

CCT has the disinfection capacity for 72 mgd but is limited by hydraulics



Finished Water Piping



- Capacity of finished water piping limited to 60 mgd (3.3 fps) due max WSE in finished water storage tanks

Finished Water Storage

- Finished water storage is tied to distribution due to hydraulics of distribution system
- North Weld Distribution System Master Plan underway – model being developed, upgrades won't be determined until late summer
- Potential to increase finished water storage at SCFP and allow for max WSE to be lowered slightly to accommodate more flow through CCT
- Additional finished water storage tanks will be included in potential layout for future expansion for this project



Residual Management

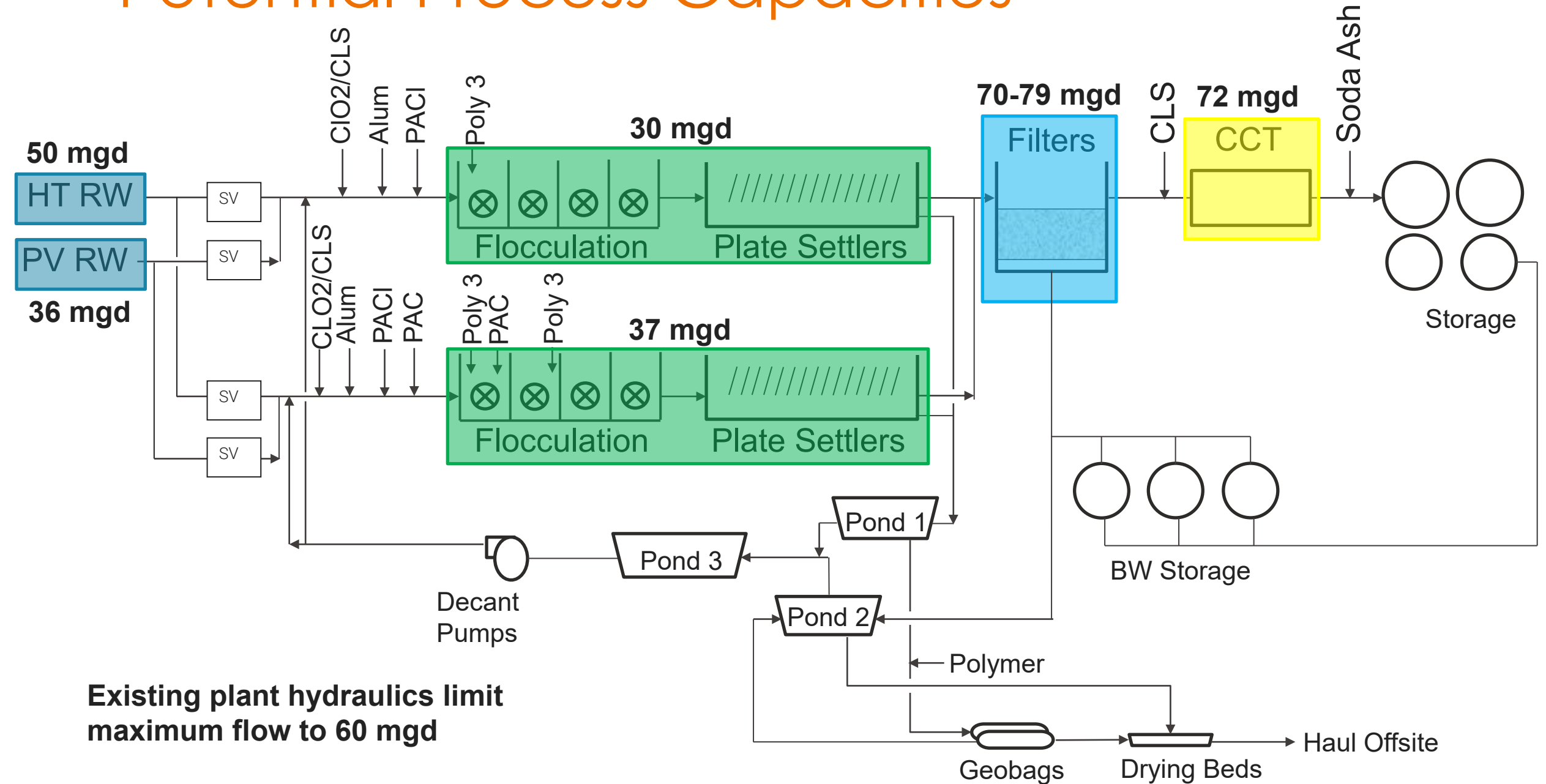
- Current System No Modifications
 - Incremental increase in solids production from 60 mgd to 72 mgd
 - Significant increase in solids production at 100 mgd
- Consider evaluating converting to mechanical dewatering at 72 mgd or when dosing PAC above 15 mg/L



Overall Findings

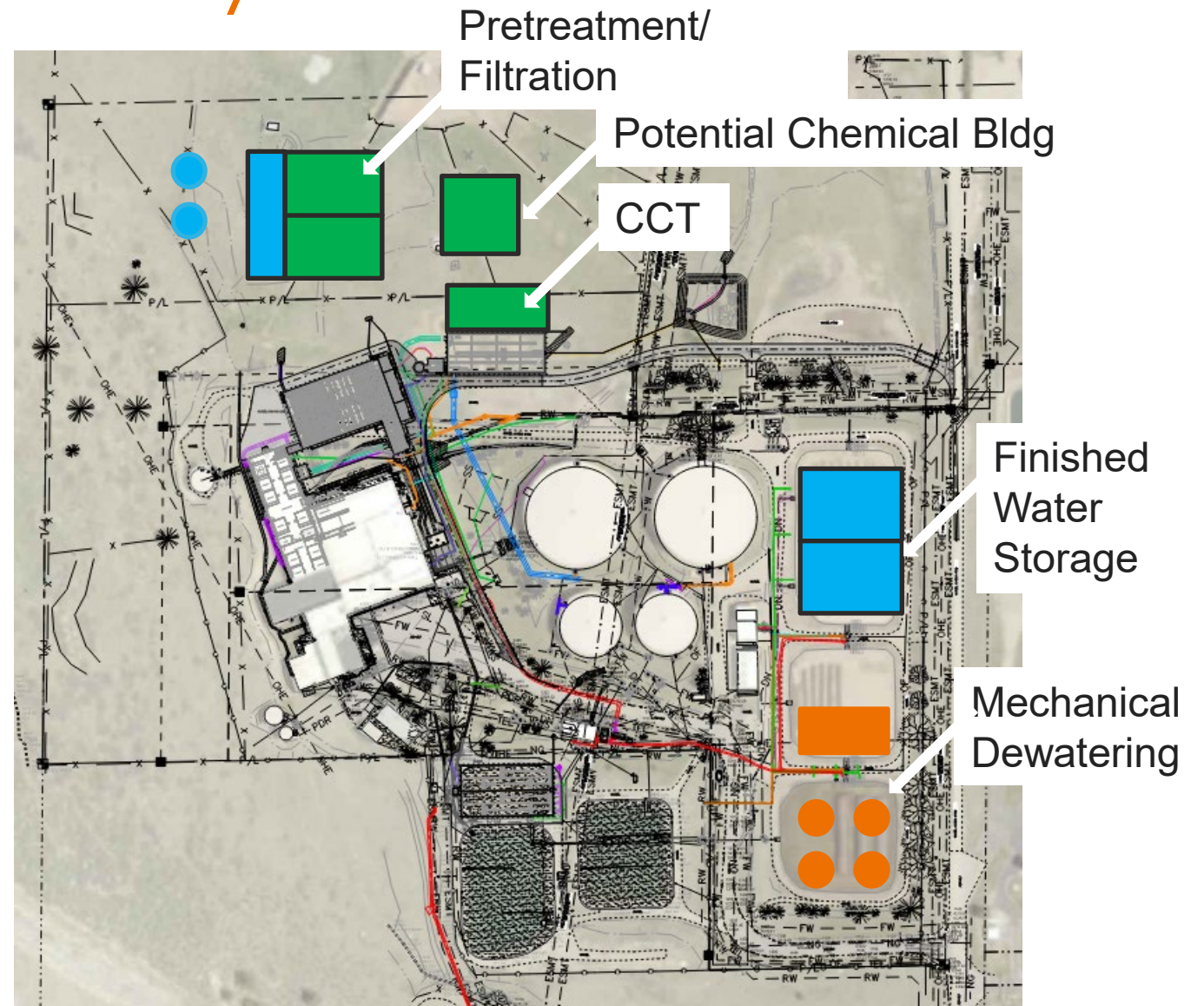
- Raw Water Piping – Capacity of 86 mgd; piping/valves limiting factor
- Pretreatment – Potential Max. Flow Capacity
 - South Basins – 40 mgd (recommended to keep at 30 mgd due to performance)
 - North Basins – 37 mgd (require full-scale testing)
- Filters – 70-79 mgd if filters re-rated to 8-9 gpm/SF (require another demo for CDPHE)
- Chemical Storage – 72 mgd
- Disinfection – 72 mgd meet CDPHE requirements
- Finished Water Piping/Storage – limited by hydraulics in distribution system
- Residual Management – 72 mgd, consider looking into mechanical dewatering
- **Hydraulics – Limits SCFP to 60 mgd**

Potential Process Capacities



Potential Future Site Layout

- Due to hydraulic limitations of existing facility, construction of additional process units recommended for further expansion
- Future site layout at ultimate capacity to be developed as part of the upcoming master plan will help determine what the next incremental expansion looks like



Questions

**AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND
THE SOLDIER CANYON WATER TREATMENT AUTHORITY
REGARDING THE PLEASANT VALLEY PIPELINE
MUNROE TURNOUT SCREEN AND SEDIMENTATION BASIN**

This Agreement is entered into by and between the following Parties: the City of Fort Collins, Colorado, a home rule municipality (“Fort Collins”); and the Soldier Canyon Water Treatment Authority, a political subdivision of the state of Colorado (“Soldier Canyon Authority” as that term is further described in Recital C).

RECITALS

A. Fort Collins is a home rule municipality that owns and operates Fort Collins Utilities, which delivers potable water to customers in its water service area.

B. The Tri-Districts comprise: the East Larimer County Water District, a political subdivision of the State of Colorado (“ELCO”); the Fort Collins-Loveland Water District, a political subdivision of the State of Colorado (“FCLWD”); and the North Weld County Water District, a political subdivision of the State of Colorado (“NWCWD”). Each of the Tri-Districts is a special district formed under Title 32 of the Colorado Revised Statutes that deliver potable water to customers in their respective service areas.

C. The Tri-Districts formed the Soldier Canyon Authority through the *Soldier Canyon Water Treatment Authority Creation Agreement*, effective date February 1, 2017. The Soldier Canyon Authority is the successor to previous arrangements for water treatment among the Tri-Districts, including the Soldier Canyon Filter Plant, a political subdivision and public corporation of the State of Colorado. All such entities are collectively referred to herein as the “Soldier Canyon Authority.”

D. The Northern Colorado Water Conservancy District (“Northern Water”) owns the Pleasant Valley Pipeline Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§37-45.1-101 *et seq.* (“PVP Enterprise”).

E. The PVP Enterprise owns the Pleasant Valley Pipeline (“PVP”), which was completed in 2004. Fort Collins¹ and the Soldier Canyon Authority (as the successor to the Soldier Canyon Filter Plant)² each have allotment contracts with the PVP Enterprise. Among other things, such allotment contracts include rights to use the Munroe Canal and the PVP.

¹ Fort Collins has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated May 30, 2006, and a supplement dated January 20, 2014 (collectively, “Fort Collins’ Allotment Contract”).

² The Soldier Canyon Water Treatment Authority as successor in interest to the Soldier Canyon Filter Plant has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated October 2, 2012 and supplement dated February 10, 2014 (collectively, “Soldier Canyon Authority’s Allotment Contract”).

F. Fort Collins and the Soldier Canyon Authority each use the PVP by diverting water from the Cache la Poudre River (“Poudre River”) at the Munroe Canal diversion, from which the water is conveyed down the canal to a turnout (“Munroe Turnout”), from which the water is delivered into the PVP, from which the water is delivered to Fort Collins’ and the Soldier Canyon Authority’s respective water treatment plants.³

G. In 2008, Fort Collins and the Soldier Canyon Authority shared equal costs to purchase and install a mechanical screen and associated appurtenances (“Screen”) at the Munroe Turnout. Operations and maintenance costs for the Screen have been equally shared informally between Fort Collins and the Soldier Canyon Authority since 2008. It is the intent of this Agreement to include the allocation of future operations and maintenance and capital costs for the Screen as an equal 50%-50% share between Fort Collins and the Soldier Canyon Authority.

H. In the summer and fall of 2012, the High Park Fire burned significant portions of the Poudre River basin above the Munroe Canal diversion. Following the winter of 2012-2013, runoff from the burnt areas adversely affected water quality in the Poudre River, including the quality of water Fort Collins and the Soldier Canyon Authority intended to divert into the Munroe Canal for delivery into the PVP.

I. In or around 2013, Fort Collins determined that a sedimentation basin and associated appurtenances located just below the turnout from the Munroe Canal and above the head of the PVP (“Sedimentation Basin”) would help address some of the water quality issues being experienced, including by allowing sediment and other particulates in the water to settle and be filtered out before the water is delivered into the PVP. Fort Collins further determined that, due to the High Park Fire impacts, time was of the essence to complete and begin operating the Sedimentation Basin.

J. Fort Collins designed the Sedimentation Basin in or around 2013-2014 and constructed it in 2014 at a cost of \$1,703,092. At that time, and for the purposes of the design and construction of the Sedimentation Basin, it was understood among the Parties that Fort Collins would be responsible for 53% of the costs, ELCO would be responsible for 11% of the costs, FCLWD would be responsible for 18% of the costs, and NWCWD would be responsible for 18% of the costs. ELCO paid the City its full 11% and FCLWD paid the City a portion of its 18%. The costs, percentages of responsibilities, and amounts paid and owed are summarized below.

	Percentage Responsibility	Cost Responsibility	Amount Paid to Fort Collins	Amount Owed to Fort Collins
Fort Collins	53%	\$895,554	---	---
ELCO	11%	\$183,376	\$183,376	\$0
FCLWD	18%	\$312,081	\$150,000	\$162,081
NWCWD	18%	\$312,081	\$0	\$312,081
Total	100%	\$1,703,092	---	---

³ The City of Greeley also uses portions of the PVP in a distinct manner, though such use is not the subject of this Agreement, in part, because the City of Greeley does not use the Sedimentation Basin.

K. The Sedimentation Basin is located on land owned by Northern Water, which the PVP Enterprise is entitled to use.⁴ Fort Collins and the Solider Canyon Authority each have various licenses, access rights, and other rights to the Sedimentation Basin pursuant to their respective Allotment Contracts, specifically their respective 2014 supplements to their respective Allotment Contracts.

L. Since its construction, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have benefitted from the Sedimentation Basin. Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have also gained operational experience regarding the maintenance and operation of the Sedimentation Basin.

M. As set forth in this Agreement, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority now desire to complete payment for the design and construction of the Sedimentation Basin and to formalize their ongoing use and operation and maintenance of the Sedimentation Basin.

N. The Tri-Districts have determined to use the Soldier Canyon Authority to manage their ownership of, use of, and responsibilities for the Sedimentation Basin. Therefore, in this Agreement, and as set forth below, the Tri-Districts' remaining payments to Fort Collins, capacity of the Sedimentation Basin, ownership interest in the Sedimentation Basin, and various responsibilities are consolidated as pertaining to the Soldier Canyon Authority.

O. As governmental entities, the Parties are authorized into enter into the following intergovernmental agreement pursuant to C.R.S. §29-1-203.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.
2. **Payment for Design and Construction Costs for the Sedimentation Basin.** As described in Recital J above, the Parties desire to resolve all outstanding costs for the design and construction of the Sedimentation Basin. The Soldier Canyon Authority therefore agrees to pay Fort Collins \$474,162 within 28 days of the date on which the last of the Parties executes this Agreement.⁵
3. **Capacity of the Sedimentation Basin.** The Parties desire to clarify their respective rights to use the Sedimentation Basin.

⁴ Northern Water was the grantor and the PVP Enterprise was the grantee in the *Non-Exclusive Perpetual Easement*, dated January 10, 2014, recorded with the Larimer County Clerk and Recorder at Reception No. 20140004103 on January 24, 2014.

⁵ \$474,162 is the sum of FCLWD's outstanding balance of \$162,081 and NWCWD's outstanding balance of \$312,081.

- 3.1. **First Priority.** Fort Collins and the Soldier Canyon Authority shall have a co-equal first priority to use the following percentages of the capacity of the Sedimentation Basin: Fort Collins 53%; and the Soldier Canyon Authority 47%.⁶
- 3.2. **Second Priority.** If Fort Collins or the Soldier Canyon Authority not using their respective full capacities in the Sedimentation Basin, the other Party may use such unused capacity.

4. **Ownership Interests.**

- 4.1. **Sedimentation Basin.** To the extent that Fort Collins and the Soldier Canyon Authority have an ownership interest in the Sedimentation Basin under their Allotment Contracts with the PVP Enterprise, specifically under their 2014 supplements to their respective Allotment Contracts, their ownership interest shall be as joint tenants in the following percentages: Fort Collins 53%; and the Soldier Canyon Authority 47%. The Parties agree that the Tri-Districts do not have an ownership interest in the Sedimentation Basin separate from that of the Soldier Canyon Authority.
- 4.2. **Screen.** To the extent that Fort Collins and the Soldier Canyon Authority have an ownership interest in the Screen, their ownership interest shall be an equal 50%/50% share between Fort Collins and the Soldier Canyon Authority.

5. **Operation and Maintenance of the Sedimentation Basin and Screen.**

5.1. **Responsibility for Operation and Maintenance Costs.**

- 5.1.1. Sedimentation Basin. Except as otherwise expressly agreed to by the Parties in writing, the responsibility for all operation, maintenance, repair, and replacement costs for the Sedimentation Basin shall be: Fort Collins 53%; and the Soldier Canyon Authority 47%.
- 5.1.2. Screen. All operation, maintenance, repair, and replacement costs for the Screen shall be shared 50% Fort Collins and 50% Soldier Canyon Authority.

- 5.2. **Annual Operating Plan.** The PVP, Screen, and Sedimentation Basin are typically operated between April 1st and October 31st (“Operating Year”). Before April 1st of each Operating Year, Fort Collins and the Soldier Canyon Authority will prepare an Annual Operating Plan. To be approved for purposes of this Agreement, the Annual Operating Plan must be approved with some form of written documentation (e.g., email) from Fort Collins’ and the Soldier Canyon Authority’s respective managers of their water treatment facilities, or such other person as each Party may designate with notice pursuant to Paragraph 13. Fort Collins and the Soldier

⁶ The 47% attributed to the Soldier Canyon Authority used at various points in this Agreement is the sum of ELCO’s 11%, FCLWD’s 18%, and NWCWD’s 18%.

Canyon Authority must approve the Annual Operating Plan for it to be effective for the Operating Year. If an Annual Operating Plan is not approved by Fort Collins and the Soldier Canyon Authority, nothing herein shall preclude Fort Collins or the Soldier Canyon Authority from performing any or all of the tasks contemplated under the Annual Operating Plan. The Annual Operating Plan must be consistent with the terms and conditions of this Agreement.

Each Annual Operating Plan will include:

- 1) Plans for when Fort Collins and the Soldier Canyon Authority intend to begin and end using the Sedimentation Basin and Screen.
- 2) Plans for access to the Sedimentation Basin and Screen, including potential coordination with Northern Water and the PVP Enterprise.
- 3) Plans for any capital or other projects to work on the Sedimentation Basin, or Screen including potential coordination with Northern Water and the PVP Enterprise.
- 4) Plans for cleaning and maintaining the Sedimentation Basin and Screen, including but not limited to: checking water levels; cleaning screens and filters; managing vegetation growth; and removing solids and otherwise cleaning the Sedimentation Basin and its related infrastructure.
- 5) Plans for communications regarding use of the Sedimentation Basin and Screen.
- 6) Plans for sharing costs and invoices for work to be completed on the Sedimentation Basin and Screen. Any work or improvement that incurs a cost should be agreed by all Parties before the commencement of work.

5.3. **Standard Operating Procedures.** The Parties may individually or jointly develop standard operating procedures (“SOPs”) to facilitate the implementation of this Agreement. If multiple SOPs conflict with other, the Parties will work in good faith to resolve any such conflicts. Any such SOPs must be consistent with this Agreement and shall not amend or alter any terms of this Agreement.

5.4. **Invoices.** The Parties may invoice each other for work on the Sedimentation Basin and Screen. Any such invoices shall include, at minimum, evidence of the amount of the total costs and the calculations for the allocation of costs pursuant to Paragraph 5.1.

6. **Northern Water and the PVP Enterprise.** Northern Water and the PVP Enterprise have been afforded the timely opportunity to review this Agreement prior to its execution. The Parties acknowledge and agree that review of this Agreement by Northern Water and the PVP Enterprise does not bind them to any provisions or representations in this Agreement. Any representations made in this Agreement, including its recitals, are solely between the Parties themselves and not Northern Water or the PVP Enterprise.

7. **No Amendments to Allotment Contracts or Other Agreements.** Nothing in this Agreement shall be interpreted to amend Fort Collins’ and the Soldier Canyon Authority’s Allotment Contracts with the PVP Enterprise, or any other agreement involving the Parties,

including the *Agreement Between the North Poudre Irrigation Company and the City of Fort Collins, the Fort Collins-Loveland Water District, the East Larimer County Water District and the North Weld County Water District Regarding Use of the Munroe Canal*, dated October 18, 2019.

8. **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the initial fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with the Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement. The failure of a Party to appropriate such funds shall be grounds for termination of this Agreement as to such Party upon written notice pursuant to Paragraph 13.

9. **Alternative Dispute Resolution.** In the event of any dispute or claim arising under this Agreement, the Parties will use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 28 days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado upon which the Parties can agree. Such mediation will be conducted within 63 days following either Party's written request therefor. If such dispute or claim is not settled through mediation, then any Party may initiate a civil action in the District Court for Larimer County.

10. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

11. **Governing Law and Enforceability.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties' respective bylaws, city charters and codes, and rules and regulations, impose certain legal constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

12. **Waiver.** A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental immunity of the Parties who are governments or any other governmental provisions of State law. Specifically, by entering into this Agreement, neither Party waives the monetary limitations on liability or any other rights, immunities, or protections provided by the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any successor or similar statutes of the State of Colorado.

13. **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given (i) when personally delivered; (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier

CITY OF FORT COLLINS, COLORADO, a home-rule municipality

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

By: _____
Eric R. Potyondy, Assistant City Attorney II

SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision of the State of Colorado

By: _____
Eric Reckentine, Authority Chairman

Date: _____

MEMORANDUM OF UNDERSTANDING REGARDING THE LINING OF THE MUNROE CANAL

This Memorandum of Understanding (“MOU”) is entered into by and between the following parties:

- Soldier Canyon Water Treatment Authority, a political subdivision of the State of Colorado (“Soldier Canyon Authority”); and
- North Poudre Irrigation Company, a mutual ditch company (“North Poudre”).

1. **BACKGROUND.** The Munroe Canal, owned by Northern Water and operated and maintained by North Poudre, supplies raw water to the Pleasant Valley Pipeline (PVP). Northern Water is a regional water supply and management district that was created to jointly operate and maintain the federally owned Colorado-Big Thompson Project, which includes the Munroe Canal. The PVP is a pipeline owned by Northern Water’s Pleasant Valley Pipeline Water Activity Enterprise that the City of Fort Collins (Fort Collins) and the Soldier Canyon Authority use under allotment contracts, that provides untreated Cache la Poudre River water to the drinking water treatment plants for both Soldier Canyon Authority and Fort Collins. The intake for the PVP is located approximately 800 feet downstream of the Munroe Tunnel outlet, which is located approximately 1 mile west-northwest of the intersection of Highway 287 and Highway 14 in Bellvue, Larimer County, CO. In 2022, the Soldier Canyon Authority contracted with Ayres Associates to perform a water loss study on the reach of the Munroe Canal from the tunnel mouth to the intake at the PVP. The study showed water losses of up to 30% in the subject reach when the Munroe Canal was carrying mostly Soldier Canyon and Fort Collins flows along with a minimal amount of irrigation water. In order to mitigate these water losses in the subject reach of the Munroe Canal, the Soldier Canyon Authority is cooperating with North Poudre to line an 800-foot-long section of the Canal with bentonite clay. This MOU outlines the financial and operational processes by which these two entities will cooperate to complete and pay for the canal lining project.
2. **COSTS.** The project cost will be \$155,000. Project costs are based upon a construction cost estimate dated February 7, 2023, from Dirtscape Enterprises, Inc. A copy of the estimate is attached as Appendix A. Soldier Canyon Authority will pay North Poudre seventy-five percent (75%) of the project costs, not to exceed \$116,250. Soldier Canyon Authority will reimburse North Poudre within thirty (30) days of receipt of invoice(s) received for the work completed. (For informational purposes only: the City of Fort Collins will contribute the remaining twenty-five percent (25%) of the project costs, not to exceed \$38,750, under a separate agreement with North Poudre.) The parties agree to accept any necessary limitations of the scope work being held to within, but not more than \$155,000, without liability to any party. The parties shall accept the work “as is” so long as not negligently performed.
3. **CONTRACTING AND PROJECT MANAGEMENT.** North Poudre will contract directly with the selected construction contractor to perform the canal lining work. North Poudre staff will perform and be responsible for all project management, coordination, oversight, inspection, and invoicing of the work, as well as receiving any required authorizations and permits from

the owners of the Munroe Canal and adjacent landowners. North Poudre's staff time expended as part of this work will be considered an in-kind contribution to the project and will not be billed separately to the Soldier Canyon Authority. North Poudre makes no warranties as to the work performed by North Poudre and Dirtscape Enterprises, Inc. and North Poudre shall not be liable as to its performance of its services hereunder, nor as to the scope, quality and the results of the work performed pursuant to this MOU.

4. **SCHEDULE, TERM, WITHDRAWAL, AND TERMINATION.** The project will commence upon both parties approving and signing this MOU. The construction project is scheduled to be completed by April 1, 2023. Should the project be delayed, and project completion is not possible by the listed date, both parties shall reconvene to prepare a new project schedule and a new cost estimate. If the delayed project costs are greater than \$155,000, North Poudre shall be entitled to terminate this MOU, provided however, that both parties will work in good faith to amend this MOU to reflect the new construction costs and complete the project by December 31, 2024. This MOU will be in effect on the last date it is signed by the parties. This MOU shall terminate upon the earliest occurrence of any of the following: (1) final payment of all funds to North Poudre from Soldier Canyon Authority, and upon final inspection and written acceptance of the canal lining work by both parties, (2) upon mutual agreement of both parties; (3) upon North Poudre's termination of this MOU as described above; or (4) December 31, 2024. This MOU may be extended or modified only in a written amendment signed by each party. Any termination of this MOU, regardless of cause, shall fully release North Poudre and the Soldier Canyon Authority from its obligations hereunder.
5. **REMEDIES.** If a party fails to comply with the provisions of this MOU, the other party, after providing written notice to the noncomplying party, and upon the failure of the noncomplying party to achieve compliance within twenty-eight (28) days, may seek to recover all costs for which the noncomplying party is responsible and specific performance.
6. **FISCAL CONTINGENCY.** Notwithstanding any other provisions of this MOU to the contrary, the obligations of the Soldier Canyon Authority in fiscal years after the fiscal year of this MOU shall be subject to appropriation of funds sufficient and intended therefor, with the Soldier Canyon Authority having the sole discretion to determine whether the subject funds are sufficient and intended for use under this MOU.
7. **NO THIRD-PARTY BENEFICIARIES.** This MOU is intended to describe rights and responsibilities only as between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties herein.
8. **WAIVER.** A waiver of a breach of any of the provisions of this MOU shall not constitute a waiver of any subsequent breach of the same or another provision of this MOU.
9. **ASSIGNMENT.** No assignment of this MOU shall be made by any party without written approval by the remaining party or parties.

10. **CONSTRUCTION.** This MOU shall be construed according to its fair meaning as it was intended by the parties. Captions and headings in this MOU are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this MOU. The invalidity or unenforceability of any provision of the MOU shall not affect any other provision of this MOU, which shall thereafter be construed in all respects as if the invalid or unenforceable provision were omitted.
11. **ENTIRE AGREEMENT.** This MOU constitutes the entire agreement of the parties regarding the matters addressed herein.
12. **REPRESENTATIONS.** Each party represents to the other party that it has the power and authority to enter into this MOU and the individuals signing below on behalf of each party have the authority to execute this MOU on its behalf and legally bind that party.
13. **NOTICES.** All notices will be given to the following listed below. Each party may change its address or contact information for notices under this MOU upon seven (7) days written notice to the other party.

To: **Soldier Canyon Water Treatment Authority**

Attn: Mark Kempton
Manager
Soldier Canyon Water Treatment Authority
4424 Laporte Fort Collins, Co 80521
mkempton@soldiercanyon.com

To: **North Poudre Irrigation Company**

Attn: Tad Moen
Manager
North Poudre Irrigation Company
3729 Cleveland Ave
P.O. Box 100
Wellington, CO 80549
tmoen@npicwater.com

With a copy to: **City of Fort Collins**

Attn: Eric Potyondy
Fort Collins Assistant City Attorney
300 LaPorte Avenue
P.O. Box 580 Fort Collins, Colorado 80522-0580
epotyondy@fcgov.com

and a copy to **City of Fort Collins staff:**

Fort Collins Utilities
Attn: Gregg Stonecipher
Director of Plant Operations
4316 LaPorte Avenue
Fort Collins, Colorado 80521
gstonecipher@fcgov.com

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties have executed this MOU and agree to the terms and conditions on the date and year written below.

SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision of the State of Colorado

By: _____
Eric Reckentine, Chairman

Date: _____

NORTH Poudre IRRIGATION COMPANY, a Mutual Ditch Company

By: _____
Tad Moen, Manager

Date: _____

APPENDIX A – CONSTRUCTION COST ESTIMATE

Dirtscape Enterprises, Inc.

P.O Box 1491
Laporte, CO 80535

Estimate

Date	Estimate #
2/7/2023	199

Name / Address
North Poudre Irrigation Co. 3729 Cleveland Ave Wellington, Co. 80549

Description	Qty	Rate	Total
Munroe Canal Clay Lining project: Equipment mobilization and labor for removing sand silt, all willows/trees, and reshaping existing ditch banks to a 1:1-1.5:1 slope for approximately 800 ft. from tunnel entrance to concrete diversion structure. Bank slope up near the tunnel will be vertical. Ditch floor will be flat and smooth. Existing silt will be stock piled on-site. All Willows/trees will be hauled off to N.P.I.C dump site. Remove and replace existing Rip-Rap at the concrete structures. Over-excavate approximately two feet below ditch floor and one foot on ditch banks. Improve access road on the south side of canal.		35,000.00	35,000.00
De-watering budget if needed to complete ditch grading. This includes generator, 2-3 inch pumps, hoses, and labor. \$500.00/per day. This should be a minimal cost as we plan to start on the east end of the ditch and work west. The existing water is pooled at the tunnel entrance.		0.00	0.00
Purchase 400 tons of Semi-Crude Bentonite from Wyo-Ben, Inc. Pit location Thermopolis, WY,	400	65.00	26,000.00
Trucking budget for hauling 400 tons of Bentonite from Thermopolis WY to Park Creek Reservoir.	400	85.00	34,000.00
Trucking budget for hauling mixed Bentonite/native soil from Park Creek Reservoir to N. CR 29c Munroe Canal.		15,000.00	15,000.00
Mobilization and machine labor excavating and mixing approximately 1000 yards of native soil and imported Bentonite onsite for ditch lining.		20,000.00	20,000.00
Machine labor placing approximately 1000 yards of mixed Bentonite/native soil in Munroe Canal.		25,000.00	25,000.00
Thank you for the opportunity to be apart of your project. If you have any questions please call me.	Total		\$155,000.00

NWCWD Customer: The 5258 Ranch LLC, Ed Holloway (owner) and Derek Hofmeister (manager)

Red Barn Site Plan – Case Number ST-2022-0006

Seeking clarification on Site Plan Review comments provided to us by NWCWD for a Development Proposal with the Town of Timnath under the project name of **Red Barn Site Plan**.

NWCWD Site Plan Comments:

NWCWD approved the applicant's request to relocate an existing, off-site tap to this parcel. However, we have not provided approval for an additional service connection for fire mitigation. We are unable to provide a fire service meter connection at this time. Fire mitigation will need to be achieved through another source. We can look into the option of providing a hydrant in lieu of a fire service line if that would satisfy local fire authority. Due to our current moratorium on tap sales, the relocated tap cannot be upgraded and will remain the same regarding the existing meter size and yearly water allocations. Please provide the following to ensure that the proposed coffee shop will operate within limitations of the relocated tap:

- 1.) The existing tap to be relocated to this parcel has a Water Allocation and Plant Investment Allocation of 1, which yields 228,000 gallons per water year. Please provide engineering / design flows to prove that the proposed coffee shop will not exceed this yearly amount. Any proposed landscape irrigation via the potable service should be included in the design flow.*
- 2.) The existing tap has a ¾" meter which can provide up to 15-25 gpm during peak flows. Please provide engineering / design flows to prove that the proposed coffee shop will not exceed the flow capabilities of a ¾" meter.*

Request:

We're asking to receive approval from the District for a new fire service water line to serve the fire mitigation sprinkler system in a commercial building that will operate as a commercial coffee shop.

Rational:

- A fire sprinkler system is required in the building per fire code.
- Providing a fire service line to the building will not change the expected water usage on the property.
 - o The goal of a fire mitigation system is to never use it.
 - o The district mentioned they are willing to look into options of providing a hydrant in lieu of a fire service line, but that will not satisfy local fire authority and current fire code.
 - o In the event of an emergency, we believe a fire sprinkler system would use less water than a fire hydrant, which aligns with the district's goal regarding water usage.
 - o If the fire mitigation system does engage because of an emergency, there's a high likelihood that overall water usage on the property would decline because the water tap providing service to the building would go unused while the coffee shop is under construction to correct the fire or water damage caused by the interior sprinkler system.

Additional Information: - Please see attached letter(s) from engineer responding to additional concerns of NWCWD as it relates to water usage and flow capabilities.



To: North Weld County Water District

Date: February 28th, 2023

Re: Red Barn Café
Annual Water Usage

The following information is an annual water usage estimate for the above mentioned project. Please note that all annual water usages are estimates only. There are numerous variables that affect water usage that are in the sole control of future occupants. This office does in no way guarantee the values of the estimated water usage.

Key factors of this use type:

- This project type is a coffee shop/café concept with approximately 3,000 sqft of occupied spaces.
- The project is located in a rural housing development area.
- Irrigation is served separately by non-potable water rights in Clyde Smith Reservoir and is not included in annual water usage of this taps allotment.
- The project includes both internal café seating and a drive-thru lane.
- The project will utilize single use product packaging (paper cups/food handling bags)
- While the project does include a dishwasher, this is currently intended only for preparation utensils, and not reusable customer glasses and wares.
- Discussions with the building owner indicate that the client is cognizant of water usage. The goals of this operation are to limit wasted water usage and wasted utility cost.
- The client intends to be open for business 6 days per week, and be closed an additional 5 days for holidays. The total business days are: 307 days per year.

While there are no standard direct water usage estimates for this occupancy type, research indicates typical coffee shops can use a between 400-1,000 gallons of water per day. Given the above key factors of this project, it may be reasonable to assume approximately 600 gallons of water used per day.

Total Estimated Annual Water Use:

600 gallons per day x 307 days per year = 184,200 gallons per year.

This value is 43,800 gallons per year less than the available allotment for this tap. Per these estimates, this office believes the allotment is appropriate for the anticipated use.

Thank you and please contact our office if you have any questions.

Respectfully,
Joshua K Miller - Partner
*INTEGRATED
MECHANICAL, LLC*



To: North Weld County Water District

Date: February 28th, 2023

Re: Red Barn Café
Water Usage Justification

A relocated 0.75" water tap and meter shall be provided to serve the new building to be constructed. This 0.75" service shall include a 0.75" tap and meter, and be upsized to a 1.5" main at 5'-0" downstream of the meter and continue to the building for distribution. Irrigation shall be provided separate non-potable rights in Clyde Smith Reservoir and is not included in the peak building demand. The charts below provide the fixture counts, pressure, and flow calculations for the building and all calculations used are based on the 2018 International Plumbing Code Appendix E.

The following fixtures have been accounted for in the calculation of the water service:

TABLE E103.3(2)
LOAD VALVE ASSIGNED TO FIXTURES

Fixture	Occupancy	Type of Supply Control	Load Value, in water supply fixture units (wsfu)			Number	Counts			
			Cold	Hot	Total		Quant	Cold	Hot	Total
Kitchen Sink	Hotel, Restaurant	Faucet	3.00	3.00	4.00	< >	3	9	9	12
Lavatory	Public	Faucet	1.50	1.50	2.00	< >	8	12	12	16
Service Sink	Offices, etc	Faucet	2.25	2.25	3.00	< >	1	2.25	2.25	3
Urinal	Public	0.75" Flush Valve	5.00	~	5.00	< >	1	5	~	5
Water Closet	Private or Public	Flushometer Tank	2.00	~	2.00	< >	3	6	~	6
							16	34.25	23.25	42

There are no other plumbing fixtures to be accounted for in the building at this time. The total number of WSFU for the building is 42 WSFU.

The 42 WSFU translates to 27 GPM peak domestic demand flow rate per Table E103.3(3). This value has been utilized in the following pressure and flow calculation:

SIZING OF WATER PIPING SYSTEM			
TABLE E103.3(1) Modified			
RECOMMENDED TABULAR ARRANGEMENT FOR USE IN SOLVING PIPE SIZING PROBLEMS			
1		2	
Description		Lb per square inch (psi)	
Water Service Piping		Minimum pressure available at main	82
		Highest pressure required at fixture (setion 604.3)	25
	42	WSFU Fixture Units	~
	27	GPM Flow Table 3	~
	0.8	Size in Meter loss	5
	0.8	Size in Tap fitting loss	1.5
	45	feet Tap to Meter Pipe Length	~
	60	psi/100 Pressure drop per 100' pipe	27
	1.5	Size in Water Service Size	~
	190	feet Water Service Pipe Length (Meter to building)	~
	3	psi/100 Pressure drop per 100' pipe	5.7
	8	feet Static elevation head loss	3.464
		Special fixture loss - Backflow Preventer	14
		Special fixture loss - Pressure Regulator	0
		Special fixture loss - Other	0
	Total overall losses and requirements (Sum lines B through H)	81.664	
	Pressure Available to overcome pipe friction (Line A minus Lines B to H)	0.336	

The 0.336 value represents positive pressure remaining available for allowable pressure drop within the building. This values is in excess of the 20 PSI required at the delivery point of the plumbing fixtures. This allowable pressure loss is addressed with internal building pipe sizing methods.

This office accepts the calculations and has determined the 0.75" tap and meter is acceptable per the sizing guidelines of the 2018 IPC.

Respectfully,

Joshua K. Miller - Partner
Integrated Mechanical, LLC



28 FEB 2023



**Town of Timnath
1st Referral Notice
January 18, 2023**

Organization / Agency: North Weld County Water District (NWCWD)

We are interested in your review of the following Project:

Project:	Red Barn Site Plan
Case #	ST-2022-0006
Location:	38434 County Road 13

Applicant(s): Klara Rossouw
419 Canyon Avenue, Suite 201
Fort Collins CO 80521
Phone: 970-224-1183
Fax:
Email: klara@ripleydesigninc.com

Owner(s): Ed Halloway
3892 Tayside Court
Timnath CO 80547
Phone: 970-539-1183
Fax:
Email:

Summary: Site Plan application for a 3,462 square-foot coffee shop, with a drive-thru option.

Please Reply with Comments By:

February 3, 2023

Reply to:	Planning Department (planning@timnathgov.com)	Phone: (970) 224-3211 Fax: (970) 224-3217
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Resubmittal Required Yes No

Should be included on Comment Review Meeting: Yes No

Comments: NWCWD approved the applicant's request to relocate an existing, off-site tap to this parcel. However, we have not provided approval for an additional service connection for fire mitigation. We are unable to provide a fire service meter connection at this time. Fire mitigation will need to be achieved through another source. We can look into the option of providing a hydrant in lieu of a fire service line if that would satisfy the local fire authority. Due to our current moratorium on tap sales, the relocated tap cannot be upgraded and will remain the same in regard to the existing meter size and yearly water allocation. Please provide the following to ensure that the proposed coffee shop will operate within the limitations of the relocated tap:

1. The existing tap to be relocated to this parcel has a Water Allocation and Plant Investment Allocation of 1, which yields 228,000 gallons per water year. Please provide engineering/design flows to prove that the proposed coffee shop will not exceed this yearly amount. Any proposed landscape irrigation via the potable service should be included in the design flows.
2. The existing tap has a 3/4" meter which can provide up to 15-25 gpm during peak flows. Please provide engineering/design flows to prove that the proposed coffee shop will not exceed the flow capabilities of a 3/4" meter.

This application has been sent to you for your review and comment. Any comments or issues you may consider relevant to this request would be appreciated. If you have any questions regarding the application, please call Kevin Koelbel, Town Planner, at 970.224.3211 or you may e-mail him at kkoelbel@timnathgov.com

**Town of Timnath
Phone: (970) 224-3211 Fax: (970) 224-3217
www.timnath.org
4750 Signal Tree Drive, Timnath, CO 80547**

NWCWD Response to Applicant Request

Scott Holwick
sholwick@lyonsgaddis.com
303-776-9900

August 7, 2022

Mr. Greg Cecil
President, Board of Directors
Golden Eagle Acres Metropolitan Districts No. 1-3

VIA EMAIL:
gregcecil78@gmail.com

Re: Golden Eagle Acres Metro Districts Nos. 1-3 request to reduce non-potable water requirement

Dear Mr. Cecil:

Our firm serves as special counsel to the North Weld County Water District (“North Weld”). This letter is in response to the request from Golden Eagle Acres Metropolitan Districts No. 1-3 (“GEA”) for North Weld to reduce the amount of non-potable water supply required for use within GEA. To prepare this response, North Weld reviewed GEA’s initial request and supplemental information provided to it, conducted a site visit by Richard Raines, and considered its policies and its current water supplies and its projected future demands.

GEA committed to the non-potable water supply based upon its projected demand and North Weld’s policies governing non-potable water systems. North Weld notes that if it approves the request, GEA will not have sufficient supply to adequately irrigate under anticipated drought conditions. North Weld also notes that due to worsening drought, a substantial number of residential accounts have disconnected from their non-potable services and increased demand on North Weld potable water to cover irrigation demand. North Weld further notes that given usage trends combined with water supply limitations, it is likely and perhaps even probable that GEA will require the full amount of the non-potable water supply it has committed.

North Weld prefers to make a decision on GEA’s request once GEA reaches build-out and not based upon a projection. Accordingly, North Weld initially denies GEA’s request and will reconsider it once GEA reaches full build-out and operates for three seasons to ensure the projected non-potable demand is accurate and that GEA truly has excess supplies. Please let me or Eric Reckentine (North Weld’s Manager) know if you have any questions.

Sincerely,



Scott E. Holwick

Cc: Eric Reckentine, Manager, North Weld County Water District
Richard Raines, Water Resources Manager, Tri-Districts
Kathryn G. Winn, Esq, via email at kwinn@colawgov.com

LYONS GADDIS, PC

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Scott Holwick
sholwick@lyonsgaddis.com
303-776-9900

September 22, 2022

Mr. Greg Cecil
President, Board of Directors
Golden Eagle Acres Metropolitan Districts No. 1-3

VIA EMAIL:
grec Cecil78@gmail.com

Re: Golden Eagle Acres Metropolitan Districts No. 1-3 – Request for Reduction of Non-potable Water Requirement

Dear Mr. Cecil:

This letter is in response to the letter appeal from Golden Eagle Acres Metropolitan Districts No. 1-3 (“Metro Districts”) for North Weld County Water District (“North Weld”) to reduce the amount of non-potable water supply required for use within the Metro Districts dated August 16, 2022.

As you describe in your letter, the subdivision is not complete, and homes are still being constructed. North Weld understands that the Metro Districts took efforts to revise their projections of non-potable demand. North Weld also recognizes the planning process is not perfect and the Metro Districts made their best projection at the time of initial submission in 2018.

However, North Weld does not want to allow supply modification until the subdivision has built out and the non-potable system has operated for three irrigation seasons. It would not be prudent to do so based upon another projection. Neither North Weld nor the Metro Districts can be sure that all of the committed non-potable supplies will not be needed until all of the homes are constructed and the landscaping has been installed and established. Accordingly, North Weld will wait to consider the supply modification request until such time as it can consider the request with actual data to reply upon.

Please let me or Eric Reckentine (North Weld’s Manager) know if you have any questions.

Sincerely,



Scott E. Holwick

Cc: Eric Reckentine, Manager, North Weld County Water District
Richard Raines, Water Resources Manager, Tri-Districts
Kathryn G. Winn, Esq, via email at kwinn@colawgov.com

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TRI-DISTRICTS

East Larimer County ~ Fort Collins Loveland ~ North Weld County Water Districts

To: Eric Reckentine, North Weld District Manager

From: Tri-Districts Water Resources and Scott Holwick

Date: March 13, 2023

Re: **Response to Proposal by Golden Eagle Acres Metropolitan District**

Issue:

- Golden Eagle Acres Metropolitan Districts Nos. 1-3 (GEAMD) sent a proposal to the North Weld County Water District (North Weld) to reduce the amount of non-potable water supply required for its development.
 - The proposed non-potable supply reduction is from 5.0 Larimer and Weld Reservoir Company (LWRC) shares to 4.0 shares.

Background:

- North Weld and GEAMD executed a non-potable agreement on September 24, 2018.
- The Water Service Agreement (WSA) for indoor water use requires North Weld's consent prior to any modification to the provisions.
- GEAMD receives water for indoor use only from North Weld.
- GEAMD owns the 4 LWIC shares and 5 LWRC shares.
- GEAMD has developed 50 of the planned 63 lots.
- GMEAD is located in the southwest corner of WCR 27 and WCR 74.
- Figure 1 shows the location of the GMEAD development.

Diligence Activities:

- Initial review of materials provided and letter sent to GEAMD on October 26, 2021.
- Conducted a field visit with Mr. Greg Cecil on November 5, 2021.
- Review of actual water usage values from 2019 to 2022 provided by Mr. Cecil for the development.
- Review of final plats of the development provided by Mr. Cecil dated April 25, 2018.
- Review of additional documents on Tressel Reservoir (aka Angel Lake) provided by Mr. Cecil.
- Review of the updated 2021 demand information provided by Aqua Engineering, Inc. and compared with previous submittals from 2018.
- Review of additional materials provided by Mr. Cecil on March 3, 2023.

Non-potable Demand:

GEAMD’s updated engineering estimated non-potable demand at 49 acre-feet per year. This includes 63 lots with a non-potable water service from GEAMD that limits irrigation of a residential lot to 0.7 acre-feet per year. GEAMD irrigates 5.5 acres of entry areas, parks and outlots. The table below compares the estimated demand values presented to North Weld in 2018 and 2021.

Location	Aqua 2018	WWE 2018	Aqua 2021
Lot 62	7.2	10.7	0.0
Lot 63	14.3	20.6	0.0
Entries/Parks/Outlots	43.5	10.3	4.9
Total of 63 Residential Lots	49.7	49.6	44.1
Totals	114.6	91.2	49.0

Since 2018, GEAMD enacted changes that decreased the amount of water per lot for irrigation and also the amount needed for entry areas, parks, and outlots. The most significant change is that Lots 62 and 63, which are pasture lands will not receive irrigation water. Booth Land and Livestock Company owns Lots 62 and 63 and signed a restrictive covenant to prevent irrigation on the parcels with the exception of residential yards if these two lots are developed. Any of the 63 total lots with a residential lawn can receive a maximum of 0.7 acre-feet per year for non-potable irrigation. Figure 1 shows the general location and includes the location of Lots 62 and 63.

Actual Demand 2019 to 2022:

GEAMD provided the following actual water usage data for the years 2019 to 2022.

	Lots/Homes on-line	Usage on Lawns of Lots/Homes (af/year)	Metro District Usage (af/year)	Total (af/year)
2019	2	1.21	4.91	6.12
2020	28	18.55	4.26	22.76
2021	41	26.33	4.69	31.02
2022	50	33.04	4.13	37.17

Outdoor non-potable water usage per residential lot is between 0.6 and 0.7 acre-feet per year. The annual allotment of water for lawn irrigation is a maximum of 0.7 acre-feet for all residents and GEAMD has maintained this level of service for four consecutive years. Usage provided by GEAMD on the common entry areas, the park and outlot areas ranged between 4 and 5 acre-feet per year. This is consistent with the information in the 2021 Aqua Engineering report.

Non-potable Supply:

- Consistent with Water Resources 2018 review, North Weld must consider the dry year yield of the water rights to ensure that its portfolio is drought resistant and provides a consistent supply to all customers. Any new residential taps in the North Weld service area must acquire enough water to meet drought conditions for both indoor and outdoor use through dedication. The dry-year year yield per share for LWIC and LWRC shares for the period from 2000-2003 is shown below.

	<u>LWIC Yield per Share (ac-ft)</u>	<u>LWRC Yield per Share (ac-ft)</u>
2000	21	14.5
2001	30	6.5
2002	7	5.5
2003	33	12
Average	22.8	9.6

- LWIC shares generally yield in May and June and cannot be stored.
- LWRC shares generally yield from July through September.
- GEAMD has access to the capacity of Tressel Reservoir located to the north of the property as shown on Figures 1 & 2.
- Tressel Reservoir was decreed non-tributary in CA 11217, which is known as the “Coffin Decree.”
- This source was not included in the water balance since it is unknown if its legal designation of non-tributary will remain in the future.
- This source was also not included in the water balance because the GEAMD service area is not located within the decreed location of use for Tressel Reservoir.

Operations:

- GEAMD diverts its non-potable supplies from the Larimer and Weld Canal, into the Roullard Lateral, and then stored and retimed in Tressel Reservoir (see Figure 2).
- This was the historic practice used to irrigate the GEAMD property prior to development.
- GEAMD provided a title policy with easements associated to the ditches discussed in this memo and Tressel Reservoir used in the GEAMD non-potable system that are dated to 1891.
- GEAMD provided copies of the quit claim deed that addressed the right to the land under the reservoir and the fill ditch.
- Water is released from Tressel Reservoir to a pumphouse located in the northwest corner of the development where non-potable water is distributed to the entry areas, parks and outlots, and the residential yards in the subdivision. (see Figure 2)

- Water for non-potable irrigation is delivered daily through coordination between Mr. Alex Carlson of Centennial Consulting and the Larimer and Weld Irrigation Company.
- Generally, the non-potable irrigation season starts in mid April or early May and lasts until mid October.

Water Balance:

- Water Resources compared the estimated demand with the dry-year yield of the non-potable supplies.
- The demand was distributed throughout the irrigation season, although each year may vary.

New Demand and Reduced Supply (2000-2003 yield) (all values in af)						
	May	June	Total			
GEAMD Demand	6.6	8.9	15.5			
4 LWIC shares	91.0					
Excess	75.5					
	April	July	August	September	October	Total
GEAMD Demand	5.5	9.8	8.4	5.8	4.1	33.5
4 LWRC shares	38.5					
Excess	5.0					

- The LWIC shares generally yield during May and June when approximately 32% of the outdoor demand occurs.
- The LWRC shares would be used for non-potable demand in April and then again from July through October.
- The proposed deduction of from 5.0 to 4.0 LWRC shares results in an excess of only 5.0 residual acre-feet during this period.
- The proposed reduction increases the risk to GEAMD because there is no margin for unforeseen conditions or extended drought periods.
- However, if an exceptional drought year like 2002 occurs again, then GEAMD’s proposed reduced supply will be insufficient for the non-potable demand throughout the season and stronger conversation measures would be required.

Consistency

- GEAMD received a significant financial break in 2018 when the Board approved the use of a non-potable system for outdoor use in the terms of raw water required for dedication and plant investment fees.

- GEAMD must provide the same level of reliability in service as if North Weld was providing outdoor water use.
- GEAMD's proposal to ask for a reduction in supplies before it is built out and operational is inconsistent with other developments where North Weld provides outdoor water use.

Recommendation:

- Water Resources and legal counsel do not recommend that North Weld accept the proposed reduction in non-potable supply by 1 LWRC share.
- This proposal increases the risk to GEAMD and reduces the margin to provide reliable service during dry years.
- The GEAMD service area has 50 of the proposed 63 lots built out.
- North Weld must treat all customers consistently and cannot allow individual developments to dedicate inconsistent water supplies for use in dry years.
- Instead of making a decision on a projection, North Weld has proposed that GEAMD to operate at build-out conditions for three full seasons and then North Weld will review this request again.



Documents Reviewed:



- Memorandum from Aqua Engineering, Inc. on the GEAMD Water Use Reduction Study dated April 27, 2021.
- Non-potable Water Infrastructure Use Agreement between GEAMD and Booth Land and Livestock Company dated July 1, 2021.
- Declaration of Restrictive Covenant between GEAMD and Booth Land and Livestock Company dated July 1, 2021.
- Letter from Kathryn Winn on behalf of GEAMD requesting a reduction in the non-potable water supply for the development dated August 23, 2021.
- Additional materials provided by Greg Cecil on March 3, 2023.

Figure 1:

**Golden Eagle Acres
General Location Map
Weld County**

Golden Eagle Acres

-  Lots 62 & 63
-  Non-Potable Areas

-  Roulard Lateral from LWIC
-  Roulard Lateral to Tressel Res.

0 0.1 0.2 Miles

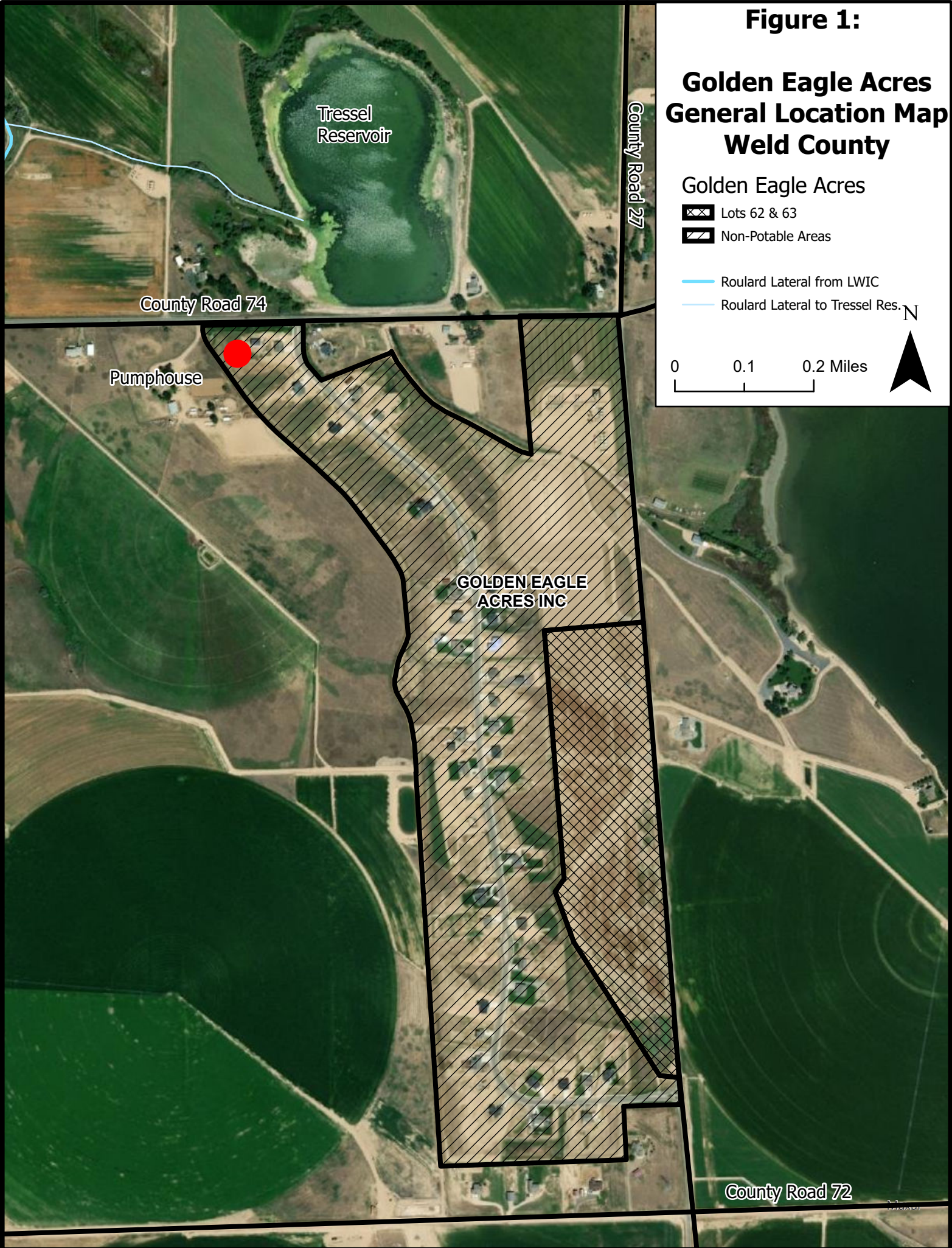






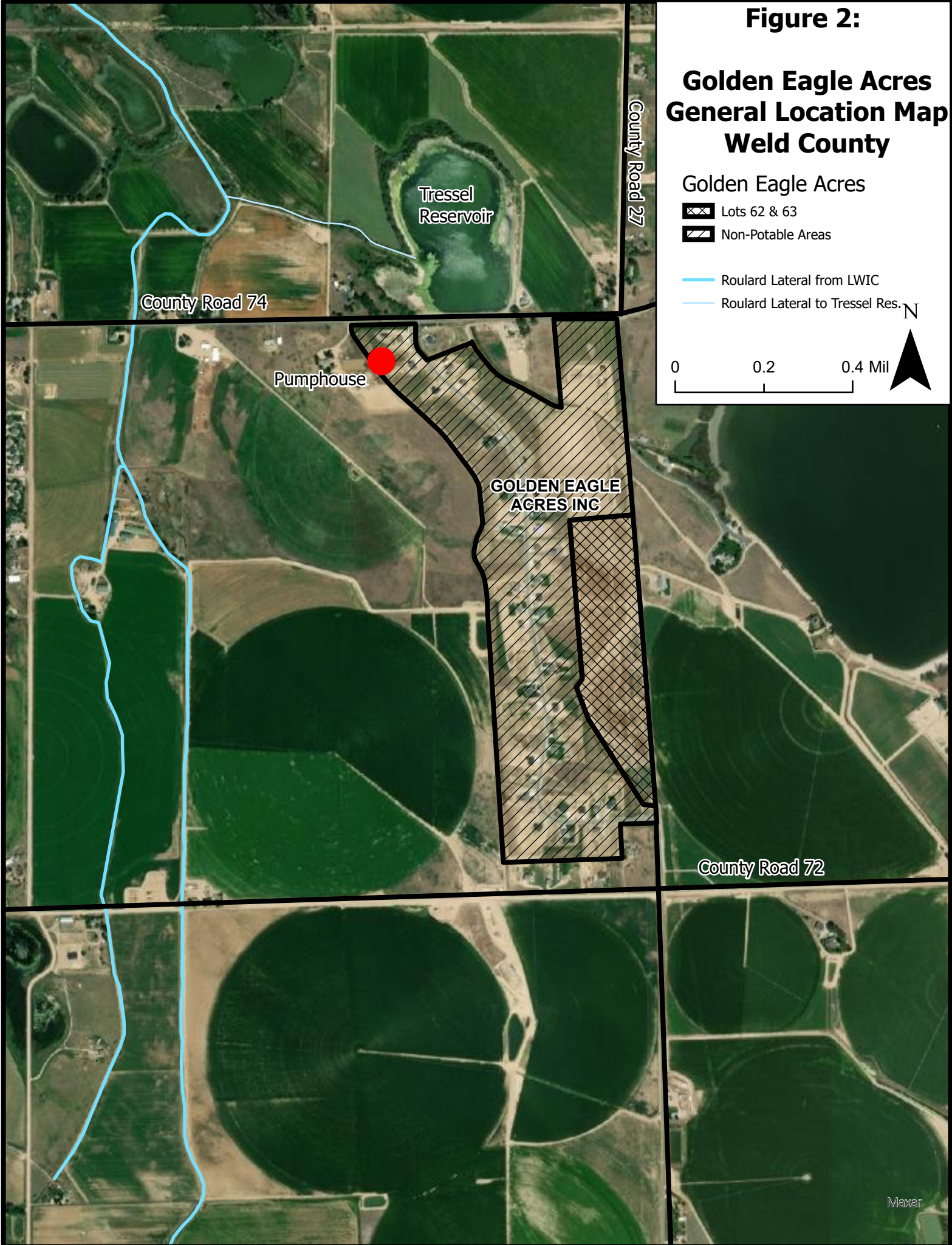
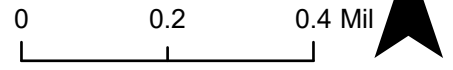
Figure 2:

**Golden Eagle Acres
General Location Map
Weld County**

Golden Eagle Acres

-  Lots 62 & 63
-  Non-Potable Areas

-  Roulard Lateral from LWIC
-  Roulard Lateral to Tressel Res.



ANGEL LAKE

FINDINGS

1. The allegations of fact in the claim herein filed for said reservoir are supported by the evidence.

2. The name of the claimant is The Eaton Investment Company, and its post office address is Eaton, Colorado.

3. The name of the reservoir for which this water right is claimed is ANGEL LAKE.

4. A general description of said reservoir, as set forth in the claim therefor is as follows: Angel Lake is a reservoir in a natural depression with a dam about 16 feet in height and 700 feet in length, running along the south line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), in Township Seven (7) North, Range Sixty-six (66) West of the Sixth Principal Meridian, in Weld County, Colorado. It is situated in said southeast quarter of Section 31 and covers an area of approximately 80 acres of land.

Its source of supply is Roullard Draw, the natural run-off, seepage and percolating waters from all intersecting draws and depressions and the drainage area to the north and west, including the waters of that certain seepage or drain ditch known as Daisy Drain Ditch. It is also filled in part from the "Eaton Ditch" of The Larimer and Weld Irrigation Company through an inlet ditch in the South part of said Section 31 from the canal of Roullard Lateral Company. The run-off, seepage and percolating underground waters collecting and flowing into said reservoir are not naturally tributary to any natural stream.

Said inlet ditch originates in a concrete structure in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 31 in said Roullard Lateral, which is 22 feet long, 6 $\frac{1}{2}$ feet wide, 3 $\frac{1}{2}$ feet deep with a two foot tile running therefrom 99 feet to a settling basin, thence by means of an open ditch 84 feet

to a weir which is 8 feet long, 4 feet wide and 2½ feet deep, thence extending approximately a quarter of a mile to the west edge of said reservoir.

Its outlet is a ditch extending from its southerly boundary in said $8\frac{1}{4}$ of said Section 31. It has a capacity of 18,500,000 cubic feet at a gate height of 20.17 feet and has been filled annually to its capacity. Said reservoir covers an area of 80 acres at high water line.

5. Said reservoir is located on land owned by claimant all irrigated from ditches taking water from the Cache la Poudre River, supplemented by water from its reservoirs, and said land is located within Water District No. 3, Water Division 1 of the State of Colorado.

6. The appropriation for said reservoir was initiated by construction and use of said reservoir and its inlet and outlet ditch in the year 1899, since when it has been continuously used for the irrigation of 1490 acres of land belonging to The Eaton Investment Company, and members of the Eaton family, its predecessors in title.

7. The amount of water claimed for said reservoir by original appropriation and beneficial use is 18,500,000 cubic feet of water and a storage depth of 20.17 feet on its gauge rod as presently located, or 424.7 acre feet.

All of said water so appropriated has been and will be used beneficially for the irrigation of approximately 1490 acres of land in Sections numbered Five (5), Eight (8) and Nine (9), in Township Six (6) North Range Sixty-six (66) West of the Sixth Principal Meridian, in Weld County, Colorado, owned by said claimant.

Claimant, since March 31, 1900, from the sources above described, as often as such waters were available has refilled said reservoir, appropriated and beneficially used said waters for the irrigation of said lands of its stockholders lying under and irrigated from said lake. Claimant in addition to a first annual filling, claims under said appropriation and water right/sufficient water to fill as a second filling said reservoir to a depth of 20.17 feet on its gauge

rod and a capacity of 18,500,000 cubic feet of water, or 424.7 acre feet, with a priority date of March 31, 1900.

CONCLUSIONS OF LAW

Claimant is entitled by appropriation and use by law and in equity to a decree permitting it to capture, collect, store, divert and use by and through said reservoir, run-off, waste, seepage and underground percolating water and water from said "Eaton Ditch", for the irrigation of 1490 acres of land, the amount of water required to fill said reservoir to a depth of 20.17 feet, or 424.7 acre feet of water, with Reservoir Priority No. 136 B1 as of date December 31, 1899, and to a second filling in like amount with Reservoir Refilling Priority No. 136 D as of date March 31, 1900, but priorities being inferior and junior to the latest reservoir priority awarded in former water adjudications in Water District No. 3.

DECREE

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, that the party or parties entitled to ANGEL LAKE, which covers 80 acres of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), in Township Seven (7) North, Range Sixty-six (66) West of the Sixth Principal Meridian, in Weld County, Colorado, be and they are hereby permitted to capture, collect, store, divert and use the river, run-off, seepage, drainage and underground and other waters described in said claim and findings herein, through and by means of the said reservoir and equipment, annually, the amount of water necessary to fill said reservoir to a depth of 20.17 feet, to wit 424.7 acre feet of water, with a priority date of December 31, 1899, and Reservoir Priority No. 136 B1

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that said party or parties shall be permitted to refill said reservoir annually, when water is available from said sources, after same has once been filled, to the same amount and capacity with priority date of March 31, 1900, and Reservoir Refill Priority No. 136 D.

Both of said priorities, however, are junior and inferior to the latest reservoir priority, as of date June 18, 1925, awarded in the last prior water adjudication in Water District No. 3.

FOSSIL CREEK RESERVOIR OF THE NORTH Poudre
IRRIGATION COMPANY, SECOND FILLING

FINDINGS

1. That the reservoir under consideration is Fossil Creek Reservoir of The North Poudre Irrigation Company, Second Filling.
2. That the name and post-office address of the claimant is The North Poudre Irrigation Company, 116 W. Oak St., Fort Collins, Colo.
3. A general physical description of said reservoir is as follows: Said reservoir is located in parts of Sections 9, 10, 15, 16 and 17, Township 6 North, Range 68 West of the 6th P. M., and contains an area at its upper contour of 705.3 acres, and a total capacity of 592,300,000 cubic feet at a depth of 35.5 feet above the bottom of the outlet tube, for which priorities have been adjudicated by this Court as follows:
 - Priority No. 40, at a depth of 34 feet above the bottom of the outlet tube, and a capacity of 525,000,000 cubic feet, with priority date from March 5, 1901;
 - Priority No. , by enlargement to a total storage depth of 35.5 feet, and a capacity of 592,300,000 cubic feet, with priority date from June 1, 1904.
4. That the sources of supply of said reservoir are the natural and flood waters of Fossil Creek and waters wasted into Fossil Creek above the reservoir, the Cache la Poudre River, Box Elder Creek, Cooper and Ames Soughs.
5. Claimant has annually since the 5th day of March, 1901, from the sources above described, as often as waters were available, re-filled said reservoir to the extent of a maximum of 525,000,000 cubic feet or 12,052 acre feet, appropriated and beneficially used said waters for the irrigation of lands of its stockholders lying under and irrigated from its system.
6. The amount of water claimed under said appropriation for second filling is so much water as will fill said reservoir to a depth of 35.5 feet above the bottom of the outlet tube and a capacity of 592,300,000 cubic feet, or 13,597 acre feet.

7. The character of use of said waters, so appropriated as above stated, is storage for the irrigation of the lands of claimants' stockholders lying under and irrigated by means of claimants' system of ditches and reservoirs.
8. The number of acres irrigated or benefited by said appropriation is approximately 45,000 acres of land.

CONCLUSIONS OF LAW

As a matter of Law and Equity, claimant is entitled to a decree for Fossil Creek Reservoir of The North Poudre Irrigation Company, Second Filling, for an appropriation of water from the natural and flood waters of Fossil Creek and waters wasted into Fossil Creek above the said reservoir, the Cache la Poudre River, Box Elder Creek, Cooper and Ames Sloughs sufficient to refill said reservoir to a depth of 35.5 feet above the bottom of the outlet tube with an estimated capacity of 592,300,000 cubic feet, said decree to be final as to 525,000,000 cubic feet and conditional as to the remainder, to date from March 5, 1901, said conditional decree to become final upon showing diligent refilling and use of such waters; all junior and inferior to the latest priority date awarded in the last prior adjudication.

DECREE

Wherefore, it is ADJUDGED and DECREED that Fossil Creek Reservoir of The North Poudre Irrigation Company, Second Filling, hereby is awarded a final decree for an appropriation of water sufficient for one located in parts of Sections 9, 10, 15, 16, and 17, T. 6 N., R. 68 W. of the 6th P.M., refilling of said reservoir to the extent of 525,000,000 cubic feet or 12,052 acre feet annually from the natural and flood waters of Fossil Creek above said reservoir, the Cache la Poudre River, Box Elder Creek, Cooper and Ames Sloughs, as of date March 5, 1901, with Reservoir Refill Priority No. 136 E

And it is further ADJUDGED and DECREED that said Fossil Creek Reservoir of The North Poudre Irrigation Company hereby is awarded a conditional decree permitting the refilling of said reservoir to the full capacity above stated, ^{of 13,597 acre feet at 35.5 feet depth} from said sources; this conditional

decree to become final upon showing of diligent refilling and use of
such waters, with Conditional/Priority No. 136 FC, as of date

Reservoir Refill
June 1, 1904. Such priorities are junior and inferior to the
latest reservoir priority date awarded in the last prior adjudication
in Water District No. 3.

Golden Eagle Submittals

To the board of NWCWD:

Thank you for taking my issue under your consideration. I understand that you have many large and complex situations and this may seem a trivial one.

We are asking that our obligation to own 4 shares of Irrigation and 5 shares of reservoir water be reduced by one share of Larimer and Weld Reservoir Water. This will save the metro district over \$200,000 in principle and interest that they would have to pay to Cecil Farms. This is a significant amount to a Community of only 60 some homes. Before delving into the reason for this request, here is a short history of the project.

Golden Eagle Acres is a development on the east end of Severance, comprising 154 acres at CR 74 and CR 27. There are 61 home sites all between 1.2 and 1.8 acres all along one street. There are two Ag lots owned by Booth Land and Cattle company, one has 5 acres of native grass and one 10 acres of native grass. There are 15 horizontal oil/gas wells and a oil/gas production site on the extreme NE corner. The ag lots and oil facilities are all accessed on the east via CR 27.

Cecil Farms owned this land for many years and had it customed farmed (alfalfa and corn). In 2015 it sold to Golden Eagle Acres Inc. and the process for annexing into Severance began. The irrigation water is provided by the Larimer and Weld system, delivered into Trestle/Roulard lake, which is permitted for a capacity of 110 AF. Several years ago Cecil farms enclosed the ditch that had carried the irrigation water from the lake to the NW corner of the farm into a 12 inch buried pipe. This resulted in a great amount of water savings from evaporative and seepage loss.

The current pump house that serves the non-pot system is located at the terminal of this pipeline. There are pumps, filters, and the meter in the pump house. Water lines and valve boxes deliver water to each of the home lots as well as public areas including entryways, swales, runoff containment areas, parks, and berms.

The development was constructed in two phases. Before we could complete the second phase we had to have the non-pot water agreement in place. GE Acres and the development manager (Genesis development-Land Developers Incorporated) submitted to our water engineer (Williams and Weiss Consulting, LLC) the acres of the public areas and the water agreement that allowed for homes to have 10,000 square feet of irrigated yard. The math came out to 44.1 af for the home lots (.7 af per home site 63 lots x .7 = 44.1) , 10.2 af for the public areas (out lots and entries/parks). and 21.44 af for the ag lot's pasture. (See the attached Williams and Weiss document)

The water supply used as the basis for establishing available water (Supply) was based on the single worst year in recent history, 2002 which the river (irrigation) shares yielded 7 af/share and the reservoir shares yielded 5.5 af/share. (See Williams and Weiss Scenario 4- Drought year demand (Conservation) and 2002 Supply). This netted a -1.53 af at the end of October.

Scenario 2 from Williams and Wiess showed a Drought year demand (conservation) with the 4 year average (2000 -2003) drought supply which yielded averages of 22.75 af/share of river and 9.625 af/share of reservoir. The net at end of season was 14.97 af.

The anticipated demand was adjusted given possible drought conditions (Conservation demand). Obviously during drought years and periods the MD board would make necessary restrictions on watering times, seasons, and allocations. This is a historically acceptable practice for water/ditch associations, farmers, ranchers, municipalities, HOA's and Metro Districts. During droughts people adjust. If we become aware of a low snowpack year and a drought forecast the District can change the water restrictions, and turn off or highly reduce the water going to public park areas, and do not water native grass areas at all.

What was not taken into account in the initial analysis was the water supply in the lake at the beginning of the 2000 season (assume 30 af) and carrying the net reservoir water forward through 2003. (shown in the charts below). This results in a net balance of 45.7 af at the end of the 2003 season in the lake (permitted storage capacity of 118 af.). The demand figures used for this 4 year drought season analysis were (.7 af x 63 lots) + (4.5 af MD) = 48.6 af/year for years 2000, 2001, and 2003. 2002 used drought demand conservation numbers totaling 39.83 af. If the normal demand of 48.6 af were used during even the worst drought year of 2002, the 2003 season would have still ended with a net balance of 36.93 af.

Looking back at the past 4 years of actual demand (see chart below) the average demand for years 2019 through 2022 the home lots averaged below .7 af every year and the Metro District (MD) used 4.13 for 2022.

This shows that even without conservation measures, and without storing any river water there is sufficient supply (with 4 shares of reservoir water) to meet demand even in the worst case scenario.

Please consider these factors:

No accounting was given for Lake supply and storage, allowing the net water to be carried forward. The lake existence and capacity was crucial for the project to even have any chance of working, yet was not considered in earlier analysis. We have no explanation for this crucial oversight.

There should be no question that the first year or two much more water is demanded to establish a landscape. There are only 13 homes remaining to be put on the system, and the public parks and beds are well established. The majority of the out lots are a well-established native grass mix that can do with no irrigation at all if needed. Even in a very dry 2022 the home lots averaged .66 af of consumption, and that was with 9 having brand new landscaping, and 22 lots with 1 year old landscaping. The Metro District used 4.13 af in 2022.

We made an agreement with the Metro Districts largest landowner (Booth Land and Livestock Company) that they would provide the water necessary for the ag lots that they purchased (62 and 63, 15 acres of pasture), using our delivery system. (See the attached compilation of documents). This resulted in a reduction in demand of 21.44 af.

There are three attachments. A compilation of correspondence between the Metro District and NWCWD, The original analysis and recommendation by Williams and Weiss Consulting, and the Water Rules and Regulations for the project.

GOLDEN EAGLE ACRES
ACTUAL IRRIGATION WATER USE
12/27/2022

YEAR	METER READING (AT END OF YEAR)	TOTAL (ACRE-FT)	METRO DISTRICT (ACRE-FT)	HOMES (ACRE-FT)	NUMBER OF HOMES	ACRE-FT/HOME
2019	6.12	6.12	4.91	1.21	2	0.61
2020	28.88	22.76	4.26	18.5	28	0.66
2021	59.9	31.02	4.69	26.33	41	0.64
2022	97.07	37.17	4.13	33.04	50.4	0.66

*Information above provided by Golden Eagle Acres Metro District

*Golden Eagle Acres water service agreement allows 0.7 Acre-Ft annually for irrigation of each residential lot

Golden Eagle Acres
 Irrigation Supply & Demand Comparison
 March 2, 2023

Demand

Lots Total (63 Lots @ 0.7 acre-ft/lot) (acre-ft) 44.1
 Metro District Total (2019-2022 Average) (acre-ft) 4.50

	April	May	June	July	August	September	October	Total
Lots	4.93	5.95	7.98	8.80	7.54	5.22	3.68	44.10
Metro District	0.50	0.61	0.81	0.90	0.77	0.53	0.37	4.50
Total	5.44	6.55	8.79	9.70	8.31	5.75	4.05	48.60

Supply

Water System Yield			
Larimer and Weld Irrigation Company			
Year	Yield per Share (ac-ft)	Yield -	
		4 shares (ac-ft)	Days
2000	21	84	21
2001	30	120	30
2002	7	28	7
2003	33	132	33
Average	22.75	91	23
Yield of LWIC is early season water, typically May into early July			
Larimer and Weld Reservoir Company			
Year	Yield per Share (ac-ft)	Yield -	
		4 shares (ac-ft)	
2000	14.5	58	
2001	6.5	26	
2002	5.5	22	
2003	12	48	
Average	9.625	38.5	

*Supply information provided as part of Golden Eagle Acres Non-Potable Analysis, Williams and Weiss Consulting, LLC, September 14, 2018

Comparison of Supply and Demand

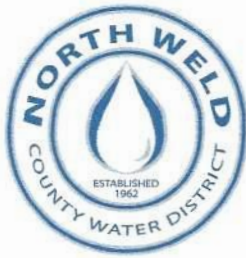
Average Demand and 2000 Supply								
	April	May	June	July	August	September	October	Total
Landscape Demand	5.44	6.55	8.79	9.70	8.31	5.75	4.05	48.60
Dry-Year Supply (acre-ft)								
Larimer and Weld Irrigation		84.00						
Larimer and Weld Reservoir					58.00			
Trestle/Roulard Lake Supply	30.00							
Net	24.56	24.56			54.75			

Average Demand and 2001 Supply								
	April	May	June	July	August	September	October	Total
Landscape Demand	5.44	6.55	8.79	9.70	8.31	5.75	4.05	48.60
Dry-Year Supply (acre-ft)								
Larimer and Weld Irrigation		120.00						
Larimer and Weld Reservoir					26.00			
Trestle/Roulard Lake Supply (minus 5 acre-ft of shrink)	49.75							
Net	44.31	44.31			42.50			

Drought Demand and 2002 Supply								
	April	May	June	July	August	September	October	Total
Landscape Demand	3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.85
Dry-Year Supply (acre-ft)								
Larimer and Weld Irrigation		28.00						
Larimer and Weld Reservoir					22.00			
Trestle/Roulard Lake Supply (minus 5 acre-ft of shrink)	37.50							
Net	33.63	33.63			35.95			

Average Demand and 2003 Supply								
	April	May	June	July	August	September	October	Total
Landscape Demand	5.44	6.55	8.79	9.70	8.31	5.75	4.05	48.60
Dry-Year Supply (acre-ft)								
Larimer and Weld Irrigation		132.00						
Larimer and Weld Reservoir					48.00			
Trestle/Roulard Lake Supply (minus 5 acre-ft of shrink)	30.95							
Net	25.51	25.51			45.70			

Average Demand and Average Drought Supply (2000-2003)								
	April	May	June	July	August	September	October	Total
Landscape Demand	5.44	6.55	8.79	9.70	8.31	5.75	4.05	48.60
Dry-Year Supply (acre-ft)								
Larimer and Weld Irrigation		91.00						
Larimer and Weld Reservoir					38.50			
Trestle/Roulard Lake Supply	30.00							
Net	24.56	24.56			35.25			



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 17, 2018

Sent via email

Mr. Jay Stoner
Golden Eagle Acres, Inc.
c/o Genesis Development Management
1035 37th Avenue Court
Greeley, CO 80634

Re: Golden Eagle Acres Non-Potable System

Dear Jay,

Thank you for meeting with North Weld's staff on May 30 to discuss the proposed non-potable irrigation system the Golden Eagle Acres development. We reviewed the additional information you obtained. It was very helpful in the evaluation.

The attached Table 1 summarizes the timing of the non-potable demand and the supplies available for non-potable irrigation in dry years. Aqua Engineering, Inc. calculated the total irrigation demand as 91.1 acre-feet (Row 1). The Larimer and Weld Irrigation Company provided the yields of both the Irrigation Company and Reservoir Company shares during the period 2000-2003.

The Larimer and Weld Irrigation water yields only during May and June and cannot be stored. According to the ditch company, the dry year yield is only 1 acre-foot per share for each day of delivery per year. The total yield for the four shares is 91 acre-feet (Rows 2 and 6).

The Larimer and Weld Reservoir shares yield from July to September. The dry year yield of a Larimer and Weld Reservoir share is 9.6 acre-feet. The total yield for the four shares is 38.5 acre-feet (Rows 3 and 7).

North Weld must use the dry year yield of the water supplies available as the criteria to determine the viability of a non-potable system. Unfortunately, the water supply proposed for this non-potable system remains insufficient.

The total calculated deficiency of the water supply is 23.7 acre-feet (Row 5). The non-potable system would experience supply shortfalls during different parts of the irrigation season.

- 17.8 acre-feet in April and October.
- 5.9 acre-feet between July and September.

Mr. Jay Stoner
July 17, 2018
Page 2 of 2

The acquisition of additional Larimer and Weld Reservoir shares could make up us this shortfall and provide a source that could be stored in Cecil Reservoir. We are available to discuss any questions or review additional supplies you may obtain to meet these shortfalls.

Sincerely,

A handwritten signature in black ink, appearing to read 'ER', with a large, stylized flourish extending to the right.

Eric Reckentine
District Manager

Enclosure

Table 1 - Golden Eagle Acres Nonpotable System Water Balance

	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>Total</u>
1 Total Landscape Demand (af)	10.1	12.4	16.5	18.1	15.4	10.9	7.7	91.1
Dry-year Supply (af)								
2 Larimer and Weld Irrigation		91						
3 Larimer and Weld Reservoir				38.5				
4 Cecil Reservoir								
5 Net	-10.1	62.1			-5.9		-7.7	-23.7

<u>Larimer and Weld Irrigation Company</u>	<u>Yield - 4 shares</u>	<u>Yield - 1 share</u>	<u>Days</u>
2000	84	1	21
2001	120	1	30
2002	28	1	7
2003	<u>132</u>	<u>1</u>	<u>33</u>
6 Average	91	1	23

<u>Larimer and Weld Reservoir Company</u>	<u>Yield - 4 shares</u>	<u>Yield - 1 share</u>	<u>Days</u>
2000	58	14.5	29
2001	26	6.5	28
2002	22	5.5	11
2003	<u>48</u>	<u>12</u>	<u>24</u>
7 Average	38.5	9.6	23

Greg Cecil, President

Golden Eagle Acres

Severance, CO

July 19, 2018

Sent via email

Mr. Eric Reckentine, District Manager

North Weld County Water District

Lucerne, CO

RE: Golden Eagle Acres Non-Potable System

Dear Eric,

After considering your letter of July 17, where you stated that we needed to provide additional water sources for our non-potable system in order to account for possible drought conditions, my response follows:

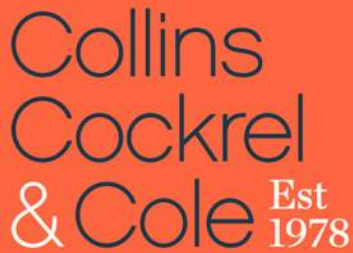
Irrigation of grass and landscaping is as much as an art as it is a science. Coming from the perspective of land owners and farmers and the availability of modern technology in delivery and monitoring systems, and granting the fact that responsible managers accept the fact that flexibility and adaptation is necessary, we feel that the current amount of water we own will be sufficient to maintain at a minimal level the landscaping and pastures of our project.

The original farm has used the 4 shares of river and 4 shares of reservoir for over 100 years, and used flood irrigation exclusively. Our system will deliver the water much more efficiently to far fewer acres. We have already replaced nearly 1 mile of the supply canal with buried pipe that has proven to be a tremendous savings from previous evaporative and seepage loss.

The water use summary from aqua engineering called for 29 acre feet of water applied to native grasses, and 29.6 acre feet applied to pastures. Obviously in a drought year, the native grasses would receive much less water from the system, and the pasture grass application could be reduced drastically. These two measures alone would more than make up for the possible shortfall of 23.7 acre feet.

The new owners of the project are being made aware of possible restrictions on water availability in drought years, and being advised to plan and plant accordingly.

In summary, I would make appeal to the common sense approach of using wisdom and flexibility in reacting to changing conditions, rather than punitively forcing us to purchase water that would most likely only be needed in exceptional circumstances.



SHAREHOLDERS
Paul R. Cockrel
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn
Allison C. Ulmer
Matthew P. Ruhland

OF COUNSEL
James P. Collins

ASSOCIATES
Joseph W. Norris
Bart W. Miller
Ayshan E. Ibrahim

303.218.7205
kwinn@cccfirm.com

August 23, 2021

Eric Reentine, District Manager
North Weld County Water District
ericr@nwcwd.org

Re: Golden Eagle Acres Metropolitan Districts – Non-potable Water Requirements

Dear Mr. Reentine:

I am general counsel to the Golden Eagle Acres Metropolitan Districts No. 1-3 (“Metro Districts”) and have been asked to reach out to you regarding the amount of irrigation water required to be provided by the Metro Districts. The Districts are requesting that the Water District reduce the Metro Districts’ non-potable water requirements by 65.59-acre feet and release the restrictions on one (1) of the Larimer and Weld Reservoir shares and two (2) of the Larimer and Weld Irrigation (river) shares.

At the time the Districts were organized, the estimated annual irrigation demand was 114.59 acre-feet. The Districts’ engineers recently conducted an analysis of the Districts’ water demand and determined the actual total annual irrigation demand to be 49 acre-feet. This represents an **annual reduction in the demand for irrigation water of 65.59 acre-feet**, as provided on the attached analysis from Aqua Engineering, LLC. Much of this reduction results from a recognition that the pasture lands on Lots 62 and 63 do not require irrigation water. The single owner of Lots 62 and 63 has signed, along with the Districts, a Restrictive Covenant and Non-Potable Water Infrastructure Use Agreement which prohibit irrigation on all but the residential yards. Both the Restrictive Covenant and the Non-Potable Water Infrastructure Use Agreement have been recorded, and copies are enclosed. That leaves just the outlots, District property, and residential properties requiring irrigation.

According to conversations between Land Developers, Inc., and Ms. Kim Nelson with the Larimer & Weld Irrigation Companies, one share historically delivers between 12 and 14 acre-feet per year. Therefore, we believe that a reduction in demand of 65.59 acre-feet is more than sufficient to release the restrictions on at least one (1) of the Reservoir shares and two (2) share of the Irrigation (river) shares. The Districts would retain four (4) Reservoir shares and two (2) Irrigation shares, allowing sufficient non-potable water for the community. Releasing the shares will greatly benefit the residents of Golden Eagle Acres, by allowing those shares to be sold and reducing the overall cost of

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acquiring water rights to serve the community. The Districts are in the process of obtaining a water appraisal and we believe that the cost savings to be realized will be significant.

The Metro Districts would like to formally make this request of the Water District Board. Timing is of some significance to the Districts, and we request that this occur as soon as possible. A copy of the recorded Restrictive Covenant and Infrastructure Use Agreement, as well as the Engineering Analysis are both attached. Please let me know if there is any additional information that you or the Board may need in order to process this request.

We are available to meet if you have any questions, or would like to discuss further.

Sincerely,

A handwritten signature in blue ink, which appears to read "Kathryn Winn", is positioned below the word "Sincerely,".

Kathryn G. Winn

Encl.

cc: Greg Cecil, District Board President
Jay Stoner, LDI

MEMORANDUM

April 27, 2021

TO: Jay Stoner
Land Developers, Inc.

FROM: Cullen Kinoshita, PIC, CLIA

RE: Golden Eagle Acres Water Use Reduction Summary

Land Developers, Inc. (LDI) has requested Aqua Engineering, Inc. to determine the reduction in irrigation water demand based on the current irrigated areas. Below is original water use estimate, current water use estimate and the resulting water demand reduction.

Original Irrigation Water Use Analysis (2018)

Agriculture and Outlots

The agricultural irrigation water use analysis below provides order-of-magnitude irrigation annual water requirement for the pastures in Lot 62 and 63 and the irrigated Metro District Outlots. A summary of inputs and parameters are listed below.

Irrigation Demand Calculation Parameters

- 70% irrigation system application efficiency
- 75% tap utilization efficiency
- 0.25 in/day peak month reference grass evapotranspiration (ET_o) rate
- 0.33 crop coefficient for pasture and native grass
- 6 days of allowable irrigation per week

Irrigated areas provided by LDI

1. Lot 62
 - 5 acres pasture
2. Lot 63
 - 10 acres pasture
3. Outlots
 - 30 acres native grass (irrigation for establishment and minimal maintenance only)

Total Irrigated Areas (By Plant Type)

- Pasture Grass – 15 acres
- Native Grass – 30 acres

The parameters and data inputs listed above were used to estimate required annual irrigation water use. Results are presented in Table 1 below. Estimated annual irrigation water use for the Lot 62 and Lot 63 pastures and the Metro District Outlots is approximately **64.29 acre-ft.**

Memorandum – Golden Eagle Acres Water Use Summary
 April 27, 2021

Table 1. Estimated Annual Irrigation Application (Acre-feet):
 Lot 62 and Lot 63 pastures and the Metro District Outlots

	Annual Irrigation Application (Acre-Feet)		
	<u>Pasture</u>	<u>Prairie Grass</u>	<u>Total</u>
Lot 62	7.14	0.0	7.14
Lot 63	14.29	0.0	14.29
Outlots	0.0	42.86	42.86
		Total Acre-Ft	64.29

Landscape (Lots, Parks, Entries)

The landscape irrigation water use analysis below provides order-of-magnitude annual irrigation water requirement for the development's irrigated landscaped areas.

Irrigation Demand Calculation Parameters

- 70% irrigation system application efficiency
- 75% tap utilization efficiency
- 0.25 in/day peak month grass reference evapotranspiration (ET_o) rate
- 6 days of allowable irrigation per week
- 8 hours per day irrigation window
- 0.7 crop coefficient for fescue
- 0.6 crop coefficient for planting beds and native grass
- 0.8 crop coefficient for gardens

Irrigated Areas provided by LDI

1. Entry Islands and Sitting Parks
 - 0.05 acres fescue
 - 0.2 acres planting beds

2. Residential Lots
 - 9.8 acres fescue
 - 1.4 acres planting beds
 - 1.4 acres gardens
 - 9.8 acres irrigated native grass
 - 34 acres non-irrigated native grass

Total Irrigated Areas (By Plant Type)

- Fescue – 9.9 acres
- Native Grass – 43.8 acres
- Planting Beds – 1.6 acres
- Gardens – 1.4 acres

The parameters and data inputs listed above were used to estimate required annual water use. Results are presented in Table 2 below. Estimated annual irrigation water use for lots, parks, and entry areas is approximately **50.3 acre-ft**.

Table 2. Estimated Annual Irrigation Application (Acre-feet):
 Lots, Parks, and Entry Areas

	Annual Irrigation Application (Acre-Feet)				
	<u>Fescue</u>	<u>Planting Beds</u>	<u>Garden</u>	<u>Irr. Native Grass</u>	<u>Total</u>
61 Lots	23.6	2.8	4.0	19.3	49.7
Parks and Entry Areas	0.3	0.3	0.0	0.0	0.6
				Total Acre-Ft	50.3

Based on the information above, the total original estimated irrigation water use for Golden Eagle Acres was **114.59 acre-ft.**

Current Estimated Irrigation Water Use

Agriculture

According to LDI, the water for the agricultural areas associated with Lots 62 and 63 will no longer be provided by the Metro District, therefore, the water use associated with the agricultural areas is **0 acre-ft.**

Residential Lots:

The Golden Eagle Acres water service agreement allows 0.7 acre-feet of non-potable water annually for irrigation of each residential lot. Assuming each of the 63 lots uses their full allotment, the total amount of non-potable water used for irrigation of the residential lots each year is **44.1 acre-ft.**

Metro District Areas:

The Metro District areas include entry areas, parks, and outlots. The landscape irrigation water use analysis below provides the estimated annual water requirement for the parks, entry areas and outlots. A summary of inputs and parameters are listed below.

Irrigation Demand Calculation Parameters:

- 70% irrigation system application efficiency
- 75% tap utilization efficiency
- 0.25 in/day peak month grass reference evapotranspiration (ET_o) rate
- 6 days of allowable irrigation per week
- 8 hours per day irrigation window
- 0.7 crop coefficient for fescue
- 0.6 crop coefficient for planting beds and trees/shrubs
- 0.3265 crop coefficient for native grass

Irrigated Areas provided by Golden Eagle Acres representatives:

3. Metro District Areas
 - 0.14 acre fescue
 - 0.14 acre of planting beds
 - 5.0 acres of native grass
 - 0.19 acre of trees & shrubs

Memorandum – Golden Eagle Acres Water Use Summary
April 27, 2021

The parameters and data inputs listed above were used to estimate required annual water use. Results are presented in Table 3 below. Estimated annual irrigation water use for the Metro District Areas is **4.9 acre-ft**.

Table 3. Estimated Annual Irrigation Application (Acre-feet):
Metro District Areas

	Annual Irr. Application (Acre-Feet)				
	<u>Fescue</u>	<u>Planting Beds</u>	<u>Irr. Native Grass</u>	<u>Outlot K - Trees/Shrubs</u>	<u>Total</u>
Metro District Areas	0.3	0.3	3.9	0.4	4.9
				Total Acre-Ft	4.9

Based on the information above, the current estimated total irrigation water use for Golden Eagle Acres is **49 acre-ft** (0 + 44.1 + 4.9).

Reduction

Based on the information presented above, there is an **estimated annual reduction of 65.59 acre-ft** (114.59 acre-ft – 49 acre-ft).

Mr. Greg Cecil
President, Board of Directors
Golden Eagle Acres Metropolitan
Districts No. 1-3

August 8, 2022

Mr. Scott Holwick,
Counsel to North Weld County Water District ("NWCWD")

VIA EMAIL:
sholwick@lyonsgaddis.com

Mr. Eric Reckentine,
Manager of North Weld County Water District

ericr@nwcwd.org

Re: Golden Eagle Acres Metro Districts Nos. 1-3 request to reduce non-potable water requirement

I am writing to ask that you reconsider your decision to disallow our request to reduce the required water shares held by the Golden Eagle Acres Metro Districts (GEAMD) of NWCWD. I fully recognize that your district is faced with multiple complicated issues at this time, and this appeal adds to your work load. But it is very important to us, and we have been very cooperative and patient. Please consider the following:

We erred greatly in our initial estimation of the number of acres to be irrigated by the metro district. All 35.314 acres of the out lots were factored in, when in reality it should have been less than 5. The swales and edges of the rain water holding ponds are all that are covered in outlots A-H, Outlot I (.857 ac) has no irrigation at all, and outlot K (21.964 ac) is only trees and shrubs on the berms around the oil/gas areas.

We further spent considerable time and effort to come to an agreement with the owner of the two ag lots (Booth Land and Cattle) which resulted in a drastic reduction in the water required (15 acres, or 21.43 af).

At present time 56 of the 63 lots have been issued Certificates of Occupancy, with three more homes currently under construction. I regularly drive through the neighborhood, and rarely see any water on during mid-day. It is apparent to me that the landscaping in GEA is healthy and well established, and as time goes on water requirements will be reduced as fewer new yards will need that first year of extra water.

NWCWD's initial requirement was based on drought year figures from 1981-82, one of the worst on record.

The resultant reduction in acres covered took anticipated demand from 114.59 af per year to 49 af per year, a total reduction of 65.59 af. I would think that NWCWD would be more than satisfied that with a reduction of well over half of anticipated demand, we are only asking to reduce our water ownership of reservoir water by 20%.- from 5 shares of Terry Lake to 4. We did not ask for a reduction in the 4 shares of Larimer and Weld Irrigation water.

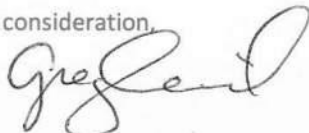
To quote from your letter "GEA committed to the non-potable water supply based upon its projected demand and North Weld's policies governing non-potable water systems. North Weld notes that if it approves the request, GEA will not have sufficient supply to adequately irrigate under anticipated drought conditions."

We have proven that projected demand has decreased significantly, and disagree with your conclusion.

I am available to meet with you regarding this matter.

Thanks for your consideration.

Greg Cecil



NON-POTABLE WATER INFRASTRUCTURE USE AGREEMENT

THIS NON-POTABLE WATER INFRASTRUCTURE USE AGREEMENT (“**Agreement**”) is entered into this 1st day of July, 2021, by and between GOLDEN EAGLE ACRES METROPOLITAN DISTRICT NO. 1, 2 AND 3, quasi-municipal corporations of the State of Colorado (“**Districts**”) and BOOTH LAND AND LIVESTOCK COMPANY (“**Company**”) (collectively, the “**Parties**” or individually, a “**Party**”).

WHEREAS, the Districts provide non-potable water service to properties within the Districts, including the Properties, for irrigation purposes through a non-potable water system owned and maintained by Golden Eagle Acres Metropolitan District No 1., which system includes conveyance ditches, a reservoir, pumphouse, and buried pipeline (the “**Non-Potable Infrastructure**”); and

WHEREAS, Company is the fee owner of certain parcels of land legally described as Lots 62 and 63, Golden Eagle Acres Plat, Town of Severance, Colorado (the “**Properties**”) located within the jurisdictional boundaries of the Golden Eagle Acres Metropolitan District No. 3; and

WHEREAS, the Parties have entered into a separate Declaration of Restrictive Covenant that limits annual irrigation on each parcel of the Property to 10,000 square feet and 228,000 gallons; and

WHEREAS, the Properties would benefit from use of the Non-Potable Infrastructure for delivery of non-potable water to the Properties for irrigation purposes; and;

WHEREAS, the Parties wish to allow for the Company’s use of the Non-Potable Infrastructure to deliver irrigation water to the Properties, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. System Components.

Headgate 21b on the middle lateral of the Larimer and Weld Canal, the ditch/pipeline travels through the Hester farm and empties into Roulard Lake. From the lake water enters into a buried pipeline that delivers water to the pumphouse located at the NW corner of the NE ¼ of Section 6, Township 6N, Range 66W. The pumphouse filters and pressurizes the water into the underground non-pot system, with valves near

the border of each of the 63 lots within the Districts, including Lots 62 and 63.

2. Irrigation Water Allotment. The Districts have allocated the following amount of irrigation water to the Properties:

Lot 62	5 acres of pasture @ 7.15 af	Yard landscaping @ .7 af
Lot 63	10 acres of pasture @ 14.29 af	Yard landscaping @ .7 af
Totals:	21.43 af	1.49 af

Non-potable water for landscaping is available to the Properties in the amounts set forth above, and any use will be monitored and charged at the same rates and conditions as charged to other residential properties within the Districts.

3. Storage/Ditch Use. Up to 11 acre feet of water storage in Roulard Lake will be available to the Properties as follows, if at all possible: 4 acre feet for Lot 62, and 7 acre feet for Lot 63. The Company will report its intent to the Districts to run water into the lake and provide monthly meter readings of water used. If storage is temporarily unavailable, the Company will be allowed to pump water from Roulard Lake, and replace as it is used.

4. Consideration. As consideration for use of the Non-Potable Infrastructure, Company agrees to the following:

(a) There will be a 5% shrinkage (payback) accounted for water entered into and removed from Roulard Lake for 0 to 30 days; 7% shrinkage for water held and not used for 30 to 90 days; and 10% shrinkage for water held for more than 90 days. There will be no carryover from one calendar year to the next without previous agreement by the Parties.

(b) Pumping costs will be determined on a prorated basis, with the total amount of electric use used in a calendar year divided by the total amount of water pumped through the system, to arrive at a dollar per acre foot pumped figure. That rate will then be multiplied by the acre feet that went through the Properties' meters. Bills will be figured by the Districts and submitted to the Company after the system is turned off in the fall. Payment will be due to the Districts within thirty (30) days of receipt of an invoice.

5. Compliance with Laws. The Parties shall comply with all federal, state and local laws in the exercise and performance of their rights and obligations under this Agreement.

6. Rules and Regulations. Company's use of the Non-Potable Infrastructure and allotment of irrigation water to the Properties are subject to the Districts' Rules and Regulations, as may be amended from time to time.

7. Successors and Assigns. The rights and obligations of this Agreement shall be appurtenant to and deemed to run with the Properties, and upon sale or other transfer of the Properties by Company, all rights and obligations contained herein shall be assigned and transferred to the purchaser or transferee of said Properties.

8. Integrated Agreement. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof. There are no representations, agreements or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

9. Severability. If any portion of this Agreement shall be deemed to be ineffective or without force or effect by any court of competent jurisdiction, then this Agreement shall be construed as if the offending provision were not a part hereof.

10. Amendment. This Agreement shall not be subject to amendment without the express written consent of the Parties hereto.

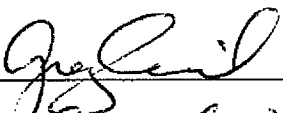
11. Notice. Any notices required or permitted by this Agreement shall be in writing and shall be delivered, certified mail, return receipt requested, to the President of the District and to the Company at its principal place of business.

12. Recording. Company may file this Agreement for recordation with the Clerk and Recorder for Weld County, Colorado.

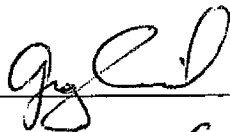
[Signature pages follow]

IN WITNESS WHEREOF, the Golden Eagle Acres Metropolitan Districts, No. 1, 2 and 3, have executed this Agreement as of the date first set forth above.

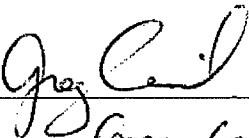
GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 1

By: 
Name: Greg Cecil
Title: president

GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 2

By: 
Name: Greg Cecil
Title: president

GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 3

By: 
Name: Greg Cecil
Title: president

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT (“**Declaration**”) is made as of the 1st day of July, 2021 (“**Declaration Date**”) by GOLDEN EAGLE ACRES METROPOLITAN DISTRICT NOS. 1, 2 AND 3, quasi-municipal corporations of the State of Colorado (“**Districts**”) and BOOTH LAND AND LIVESTOCK COMPANY (“**Owner**”), a Colorado corporation with its principal address at 33071 Highway 85, Lucerne, CO 80646. District and Owner shall hereinafter sometimes be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. Owner is the owner of those certain parcels of land legally described as Lots 62 and 63, Golden Eagle Acres Plat, Town of Severance, Colorado (“**Properties**”), which are located within the jurisdictional boundaries of the Golden Eagle Acres Metropolitan District No. 3.
- B. The Districts provide non-potable water service to properties within the Districts, including the Properties, for irrigation purposes through a non-potable water system owned and maintained by the Districts.
- C. The Properties are subject to the Water Rules and Regulations adopted by the Districts, as amended from time to time.
- D. A large portion of the Properties are used as pasture, which Owner has determined is not necessary to irrigate.
- E. Owner makes this Declaration on behalf of itself, its successors and assigns for the benefit of the Districts. When used in this Declaration, the term “**Owner**” shall include Booth Land and Livestock company and any future purchasers or transferees who acquire title to either of the Properties.
- F. Owner shall permanently restrict certain uses of the Properties in accordance with the terms of this Covenant.

COVENANT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner makes the following acknowledgements and covenants for the benefit of the District:

1. Restricted Uses on the Properties. Commencing on the Declaration Date, Owner, and any of Owner’s successors and assigns in interest, may not irrigate more than 10,000 square feet of sod on each of the Properties, and the Districts will not be obligated

to provide non-potable irrigation water of more than 228,000 gallons annually to each of the Properties. If Owner changes the use of the Properties to one that increases the non-potable water demands, Owner shall be responsible for providing non-potable water in amounts necessary to satisfy the projected demand.

2. Amendment. This Declaration may only be amended or modified by a written instrument executed by Owner and the Districts.

3. Runs with the Land. This Declaration is for the benefit of the Districts, shall run with the Properties, and shall be binding upon all successive owners of the Property. This Declaration touches and concerns the Properties.

4. Assignment. The Districts may assign any of the rights and benefits inuring to the Districts to any successor entity, or any entity that purchases the Districts' non-potable irrigation system and/or water rights.

5. Recording. This Declaration and any amendment shall be recorded in the real estate records of Weld County, Colorado.

6. Remedies. Failure to comply with any of the foregoing restrictions shall be grounds for relief which may include, without limitation, an action to recover damages, injunctive relief, specific performance or any combination thereof. As an express beneficiary of this Declaration and party hereto, the Districts hereby accept this Declaration and assume the right and obligation to enforce the same to the fullest extent permitted by law.

7. Attorney's Fees. In the event that any party hereto brings an action or proceeding against any other party to enforce or interpret any of the covenants, conditions, agreement or provisions of this Declaration, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, attorney's fees, charges, disbursements and the fees and costs of expert witnesses.

8. Governing Law. This Declaration shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to its principles of conflicts of law.

9. Recitals. The Recitals to this Declaration are hereby incorporated into this Declaration as if more specifically set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Golden Eagle Acres Metropolitan Districts, No. 1, 2 and 3, have accepted this Declaration as of the Declaration Date.

GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 1

By: Greg Cecil
Name: Greg Cecil
Title: president

GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 2

By: Greg Cecil
Name: Greg Cecil
Title: president

GOLDEN EAGLE ACRES
METROPOLITAN DISTRICT NO. 3

By: Greg Cecil
Name: Greg Cecil
Title: president

Williams and Weiss Consulting, LLC

5255 Ronald Reagan Boulevard, Ste 220
Johnstown, CO 80534



September 14, 2018

Leann Koons
North Weld County Water District
P.O. Box 56
Lucerne, CO 80646

RE: Golden Eagle Acres Non-Potable Analysis

Dear Leann,

This letter summarizes the non-potable analysis of Golden Eagle Acres Project that we reviewed on August 30th in advance of your upcoming Board of Directors Meeting for North Weld County Water District.

As we discussed on the meeting on August 30th, the Golden Eagle Acres will be developed in two phases, with the first phase being 45 lots and the second phase being 18 lots (total of 63 lots to be developed). Based on this, I looked at the comparison of water supply and demand for the initial phase as well as the entire project. The non-potable water supply yields from 2000 – 2003 (drought period) for the Larimer and Weld Irrigation Company and Larimer and Weld Reservoir Company shares were provided by the Larimer and Weld Irrigation Company and the non-potable demand values in the attached spreadsheet were provided by Aqua Engineering, who designed the non-potable system.

Overview of Water Supply and Demand:

Water Demand:

Golden Eagle Acres is a large lot residential development with a limited amount (10,000 sq. ft.) of typical landscaping (turf grass, shrubs, trees, xeriscape) within each lot and the balance of the lots and common areas being in prairie grass, pasture or native grass. See Exhibit A for a map of the proposed project. There are two larger lots (9 and 12 acres) at the site that will still only have the 10,000 sq. ft. of typical landscaping and the balance of the lot will be prairie or pasture grass. The purpose of using these grasses in the large open areas is to provide a native look to the area and limit weeds. These areas do not require irrigation throughout the irrigation season, but rather can be irrigated as water supply is available early in the irrigation season with the grass going dormant later in the season if the irrigation water available is only adequate for limited irrigation of the 10,000 sq. ft. irrigated areas in each lot.

Exhibit B gives water demand under different operational scenarios (average, drought) as well as looking only at the development of the first phase (45 lots) of the project. The conservation scenarios include shutting off irrigation to prairie, pasture or native grass areas. The Metropolitan District (“Metro District”) for Golden Eagle Acres will have separate taps to the 10,000 sq. ft. of irrigated areas near the homes and large areas containing the prairie or pasture grass, such that the Metro District can shut off irrigation to the prairie, pasture and native grass areas and limit irrigation to the 10,000 sq. ft. areas on each lot during times of shortage. The attached Water Rules and Regulations for Golden Eagle Acres is attached as Exhibit C. This document states that the Metro District can limit irrigation to residents in times of drought. In addition, Exhibit D is an amendment to the Covenants for Golden Eagle

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Johnstown, CO 80534



Acres that makes it explicit to homeowners that North Weld County Water District potable water is not to be used for outdoor irrigation.

Water Supply:

The Golden Eagle Acres Project historically was irrigated by water supplies from the Larimer and Weld Irrigation System. The Larimer and Weld Irrigation Company shares (4 shares) tied to the property is “early season” water, which is primarily available during high flow months (May, June and early July) and not typically available to meet water demands in the late summer months. Larimer and Weld Reservoir Company shares (4 shares) are supplemental water supplies to the Larimer and Weld Irrigation Company Water Supplies and typically meet water demands in the late irrigation season (July – September). The annual yields for the two types of water shares given in Exhibit B. The Golden Eagle Acres Project has direct access to the Cecil (aka Tressel) Reservoir adjacent to the project, which allows the project to access water from the Larimer and Weld System throughout the irrigation season to the extent they have remaining yield.

Comparison of Water Supply and Demand and Proposed Operations:

To analyze the water supply and demand of the project, a number of scenarios were developed as shown in Exhibit B. The format of the scenarios follows the initial evaluation by Richard Raines for NWCWD. A brief description of each scenarios is given below.

Scenario 1 – Average Demand and Average Drought Supply (2000 – 2003)

In this scenario, the full build-out water demand for all potentially irrigated areas evaluated by Aqua Engineering was compared against the average water supply available from the Larimer and Weld System water rights from 2000 - 2003. Larimer and Weld Irrigation Company yields are compared against the water demands in May and June and the Larimer and Weld Reservoir Company yields are compared against the water demands for the rest of the irrigation season (April and July through October). As can be seen in the net availability of water, there is a large excess of water supply in May and June (62.2 ac-ft), but a deficit during the portion of the year they would need to use Larimer and Weld Reservoir Company Water (-23.9 ac-ft). This scenario assumes no conservation or limiting of irrigation of the prairie, pasture or native grass areas late in the irrigation season.

Scenario 2 – Drought Year Demand (Conservation) and Average Drought Supply (2000 – 2003)

In this scenario, drought conservation is applied to the full build-out water demand. The pasture, prairie and native grass at the site is not irrigated and the water provided to the homeowners lots is reduced by 1/3 (allow 2 days of irrigation rather than 3 days per week). The result of the scenario is a large amount of excess water availability in May and June (74.7 ac-ft) and a smaller excess during the April and July through October period (15 ac-ft).

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Scenario 3 – Average Demand with Limited Prairie Grass and Pasture Irrigation and Average Drought Supply (2000 – 2003)

The purpose of this scenario is to look at the ability to allow full irrigation of prairie grass and pasture areas during May and June, with no irrigation of these areas beyond this period, but still allow full irrigation of the 10,000 sq. ft. areas on each lot. The result of this scenario is still a large excess in May and June (62.2 ac-ft), but with a slight excess during the April and July – October period (3.2 ac-ft). As with the historic practice related to the irrigation of grass hay or pasture ground, this scenario allows for irrigation of the prairie, pasture or native areas during the high flow months to get the grass healthy/established early in the season and then go dormant in the later part of the irrigation season when there is not enough water to irrigate these areas. The water in the late irrigation season is focused on the 10,000 sq. ft. irrigated areas within each lot.

Scenario 4 – Drought Year Demand (Conservation) and 2002 Supply

This scenario focuses on the worst-case scenario of the yield of the water rights in 2002, the worst drought year during the 2000 – 2003 drought period and compares this supply to the projected water demand with drought year conservation (no irrigation of large prairie or pasture grass areas and limit other irrigation to 2 days instead of 3 days irrigation per week). The result of this analysis is that there is still excess water supply available in May and June (11.70 ac-ft), but a small shortage during the April and July through October period (-1.53 ac-ft). This would suggest two things. First, that Golden Eagle Acres could still do some limited irrigation of the prairie and pasture grass areas in May and June, even in a year such as 2002, but that it should acquire one more share of Larimer and Weld Reservoir Company

Scenario 5 – Drought Year Demand (Conservation) with 45 of 63 Lots Developed and 2002 Supply

This scenario is the same as Scenario 4 except the non-potable demands are limited to the first phase or 45 lots of the subdivision and it allows for irrigation of the prairie and pasture grass areas in May and June. This scenario shows that even under a 2002 drought year, there is adequate water to meet the non-potable demands for the first phase of the project with conservation.

Conclusion and Recommendation:

Based on the water supply and demand information provided, there is adequate water supplies even in 2002 to support the non-potable demands of the first phase (45 lots) of the Golden Eagle Acres subdivision with conservation. The irrigation of the prairie and pasture grass at the site should be focused in May and June when there is typically excess Larimer and Weld Irrigation Company water available and any irrigation of these areas beyond June should only occur if excess Larimer and Weld Reservoir Company water is available beyond what is needed for the 10,000 sq. ft. irrigated areas within each of the lots.

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To be sure there is adequate water at build-out of the project, the Metro District has agreed to purchase one additional Larimer and Weld Reservoir Company share prior to the 46th NWCWD water tap being purchased for Golden Eagle Acres.

Please let me know if you have any questions related to the above evaluation or Exhibits.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Williams".

Todd Williams
Williams and Weiss Consulting, LLC
5255 Ronald Reagan Blvd, Ste. 220
Johnstown, CO 80534
303-653-3940
www.williamsandweiss.com

Exhibit B - Golden Eagle Acres Non-Potable System Analysis

Average Irrigation Requirements

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		1.10	1.30	1.80	2.00	1.70	1.20	0.80	
Lot63	Pasture		2.20	2.70	3.60	3.90	3.40	2.30	1.70	
Lot 62	Pasture		1.10	1.30	1.80	2.00	1.70	1.20	0.80	
Lot 63	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Lot 62	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Entries/Park	Fescue		0.00	0.00	0.10	0.10	0.10	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.10	0.00	0.00	0.00	
Lots	Fescue		2.70	3.20	4.30	4.60	4.00	2.80	2.00	
Lots	Planting Beds		0.30	0.40	0.50	0.50	0.50	0.30	0.20	
Lots	Garden		0.50	0.60	0.70	0.80	0.70	0.50	0.30	
Lots	Native		2.10	2.60	3.50	3.80	3.30	2.30	1.60	
Totals			10.2	12.3	16.5	18.2	15.6	10.8	7.6	91.2

Drought Year Irrigation Requirements (with planned conservation)

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Lot 62	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Entries/Park	Fescue		0.00	0.00	0.10	0.07	0.07	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.07	0.00	0.00	0.00	
Lots	Fescue		1.80	3.20	4.30	3.07	2.67	1.87	1.33	
Lots	Planting Beds		0.20	0.40	0.50	0.33	0.33	0.20	0.13	
Lots	Garden		0.33	0.60	0.70	0.53	0.47	0.33	0.20	
Lots	Native		1.40	2.60	3.50	2.53	2.20	1.53	1.07	
Totals			3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83

Average Irrigation Requirements with Amended Prairie Grass/Pasture Grass Irrigation

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	2.70	3.60	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Lot 62	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Entries/Park	Fescue		0.00	0.00	0.10	0.10	0.10	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.10	0.00	0.00	0.00	
Lots	Fescue		2.70	3.20	4.30	4.60	4.00	2.80	2.00	
Lots	Planting Beds		0.30	0.40	0.50	0.50	0.50	0.30	0.20	
Lots	Garden		0.50	0.60	0.70	0.80	0.70	0.50	0.30	
Lots	Native		2.10	2.60	3.50	3.80	3.30	2.30	1.60	
Totals			5.8	12.3	16.5	10.3	8.8	6.1	4.3	64.1

Drought Year Irrigation Requirements (with planned conservation) - 45 of 63 Lots Developed

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	2.70	3.60	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Lot 62	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Entries/Park	Fescue		0.00	0.00	0.10	0.07	0.07	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.07	0.00	0.00	0.00	
Lots	Fescue		1.29	1.52	2.05	2.19	1.90	1.33	0.95	
Lots	Planting Beds		0.14	0.19	0.24	0.24	0.24	0.14	0.10	
Lots	Garden		0.24	0.29	0.33	0.38	0.33	0.24	0.14	
Lots	Native		1.00	1.24	1.67	1.81	1.57	1.10	0.76	
Totals			2.80	8.74	11.79	5.02	4.25	2.94	2.09	37.62

Water System Yield

Larimer and Weld Irrigation Company

Year	Yield -		
	Yield per Share (ac-ft)	4 shares (ac-ft)	Days
2000	21	84	21
2001	30	120	30
2002	7	28	7
2003	33	132	33
Average	22.75	91	23

Yield of LWIC is early season water, typically May into early July

Larimer and Weld Reservoir Company

Year	Yield -	
	Yield per Share (ac-ft)	4 shares (ac-ft)
2000	14.5	58
2001	6.5	26
2002	5.5	22
2003	12	48
Average	9.625	38.5

Comparison of Supply and Demand

Scenario 1 - Average Demand and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	10.2	12.3	16.5	18.2	15.6	10.8	7.6	91.2
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		62.2			-23.9			

Scenario 2 - Drought Year Demand (Conservation) and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		74.70			14.97			

Scenario 3 - Average Demand with Limited Prairie Grass and Pasture Irrigation and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	5.80	12.30	16.50	10.30	8.80	6.10	4.30	64.10
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		62.20			3.20			

Scenario 4 - Drought Year Demand (Conservation) and 2002 Supply

	April	May	June	July	August	September	October	Total
Total Landscape Demand	3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		28						
Larimer and Weld Reservoir					22			
Cecil (Tressel?) Reservoir								
Net		11.70			-1.53			

Scenario 5 - Drought Year Demand (Conservation) with 45 of 63 Lots Developed and 2002 Supply

	April	May	June	July	August	September	October	Total
Total Landscape Demand	2.80	8.74	11.79	5.02	4.25	2.94	2.09	37.62
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		28						
Larimer and Weld Reservoir					22			
Cecil (Tressel?) Reservoir								
Net		7.48			4.90			

Note: Average Prairie Grass and Pasture demands are left in for May and June in this scenario in case these areas are newly seeded and need to be irrigated to establish grass

**AMENDED AND RESTATED
POTABLE WATER SERVICE AGREEMENT
(Golden Eagle Acres PUD)**

THIS AMENDED AND RESTATED POTABLE WATER SERVICE AGREEMENT ("Restated Agreement") is made and entered into as of the 10th day of October, 2018 ("Effective Date"), by and among the North Weld County Water District, a special district and political subdivision of the State of Colorado, acting by and through the North Weld County Water District Enterprise (hereinafter "Water District"); Golden Eagle Acres, Inc., a Colorado corporation (hereinafter "Developer"); and Golden Eagle Acres Metropolitan District No. 1, a special district and political subdivision of the State of Colorado (hereinafter "GEAM District No. 1").

RECITALS

A. Water District is a statutory special district formed under the laws of the State of Colorado and is a quasi-municipal corporation.

B. The Water District Enterprise was created by the Water District, in order to comply with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes, as applicable.

C. The Water District owns, maintains and operates a system for the storage of and distribution of potable water within Weld County and Larimer County, Colorado.

D. The Developer is the owner of the real property known as Golden Eagle Acres PUD ("Development") which has been subdivided into sixty-one (61) residential lots, two (2) agricultural lots and eleven (11) outlots comprising approximately 158.169 acres which is legally described as follows:

Outlots A, B, C, D, E, F, G, H, I, J AND K, AG Lot-62 and AG Lot-63, and Lots 1 through 61, Golden Eagle Acres, Town of Severance, County of Weld, State of Colorado.

E. The Water District and Developer previously entered into a Potable Water Service Agreement dated May 9, 2018, in which the Water District agreed to furnish to the Development potable water under the terms and conditions set forth therein ("Original Water Service Agreement").

F. As of the Effective Date set forth above, the Water District and Developer desire to amend and restate the Original Water Service Agreement in its entirety and GEAM District No. 1 desires to join as a party to the Restated Agreement, all as more fully set forth below, for the purpose of defining the respective rights, duties, obligations and interests of the parties with respect to the subject matter hereof from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and among the Water District, Developer and GEAM District No. 1 as follows:

**ARTICLE 1
DEFINITIONS**

As used in this Restated Agreement, the following terms shall have the following meanings:

1.1 "Activation" or "Activate(d)" shall mean and refer to the time at which water is first delivered to each Lot though the Water District's water meter located on such Lot within the Development.

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(10/04/18-1)

1.2 "Agricultural Lot(s)" shall mean and refer to the two (2) parcels of land so designated on the subdivision plat of the Property as "AG Lot-62" and "AG Lot-63."

1.3 "Annual Allocation" shall mean and refer to the volume of water consisting of one hundred fourteen thousand (114,000) gallons of potable water delivered by the Water District to the owner of a water tap during each Water Year prior to the imposition of a Conservation Charge in accordance with the Rules, Regulations and Resolutions of the Water District.

1.4 "Conservation Charge" shall mean and refer to a fee which is imposed in accordance with the Rules, Regulations and Resolutions of the Water District in the event the Water District delivers water to the owner of a water tap in excess of the volume of water allocated to such water Tap in any Water Year.

1.5 "Fee Schedule" shall mean and refer to the schedule of fees adopted by the Water District from time to time for satisfaction of its Raw Water Requirements, Plant Investment Fees, Mileage Charges, water usage fees, Conservation Charges and other fees generally applicable to residential customers as amended and modified from time to time.

1.6 "Golden Eagle Acres CC&Rs" shall mean and refer to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Golden Eagle Acres Subdivision and Golden Eagle Acres Metropolitan District Nos. 1-3 recorded April 24, 2018, at Reception No. 4393472 of the Weld County, Colorado records, as now or hereafter amended from time to time.

1.7 "Lot(s)" shall mean and refer individually or collectively, as applicable, to the Agricultural Lots and Single-Family Lots.

1.8 "Metropolitan District" shall mean and refer to GEAM District No. 1 and/or the Golden Eagle Acres Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2) of the Colorado Constitution organized pursuant to C.R.S. 37-45.1-101, et seq., as applicable.

1.9 "Non-Potable Irrigation System" shall mean and refer to the non-potable water system which has been or will be installed by the Developer and operational for irrigation of landscaping within all Lots and Outlots in each of the two (2) Phases of the Development, including the subsequent ownership, management, administration, control, operation, maintenance, repair and replacement of the non-potable irrigation system, including pumps, water transmission lines, controller units and other equipment, appurtenances and accessories required to deliver non-potable irrigation water to Lots and Outlots within the Development, by the Metropolitan District, together with the Non-Potable Water Rights associated therewith.

1.10 "Non-Potable Water Rights" shall mean and refer to (i) four (4) shares of the capital stock of the Larimer and Weld Irrigation Company and four (4) shares of the capital stock of the Larimer and Weld Reservoir Company to be transferred to the Metropolitan District prior to the Activation of any potable water Taps in any Phase; (ii) one (1) additional share of the capital stock of the Larimer and Weld Reservoir Company to be transferred to the Metropolitan District prior to Activation of any potable water Taps in Phase 2; and (iii) any additional raw water rights subsequently acquired by the Metropolitan District for use in connection with the Non-Potable Irrigation System.

1.11 "Outlot" shall mean and refer to a parcel of land so designated on the subdivision plat of the Property.

1.12 "Phase 1" shall mean and refer to a portion of the Development consisting of forty-five (45) Lots, together with the Outlots included in such Phase.

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1.13 "Phase 2" shall mean and refer to a portion of the Development consisting of the remaining eighteen (18) Lots, together with the Outlots included in such Phase.

1.14 "Phase(s)" shall mean and refer to either or both of Phase 1 and Phase 2, as applicable.

1.15 "Plant Investment Fee" shall mean and refer to the plant investment fee (including the associated Mileage Charge) established by the Water District from time to time as set forth in its then applicable Fee Schedule for the purpose of generating funds for capital improvements and development of its water treatment, storage and delivery systems.

1.16 "Potable Water Facilities" shall mean and refer to all potable water transmission lines and related appurtenances described and depicted in the water utility plans and specifications for the Property prepared by the Developer's engineer and approved in writing by the Water District.

1.17 "Property" shall mean and refer to the real property described in Recital D above.

1.18 "Raw Water Requirement" shall mean and refer to the water rights to be paid for by the Developer to the Water District and purchased by the Water District and/or transferred to the Water District by the Developer in conjunction with the provision of water service to the Development.

1.19 "Single-Family Dwelling" shall mean and refer to a free-standing single-family residential dwelling which shall receive its water service through a separate individual water tap.

1.20 "Single-Family Lot" shall mean and refer to a subdivided parcel of real property designated as a Lot on the subdivision plat of the Property upon which may be located one (1) Single-Family Dwelling and related appurtenances.

1.21 "Water Surcharge" shall mean and refer to a fee in addition to the Water District's water rates in an amount equal to two hundred percent (200%) of the then applicable Conservation Charge established by the Water District from time to time which shall be imposed pursuant to Paragraph 2.1 of this Restated Agreement in the event that the Water District delivers water to the owner of a water tap in excess of one hundred fourteen thousand (114,000) gallons in any Water Year.

1.22 "Water Year" shall mean and refer to an approximate one (1) year period of time, commencing upon the water meter reading by the Water District in October of each year and continuing each month thereafter until and including the water meter reading in October of such year.

**ARTICLE 2
WATER SUPPLY/FACILITIES**

2.1 The Water District shall furnish an Annual Allocation of potable water to a maximum of sixty-three (63) Single-Family Dwellings located in the Development through water meters owned and controlled by the Water District (each, a "Tap"). The Development will be in two (2) Phases. The Annual Allocation for each Tap during each Water Year shall be one hundred fourteen thousand (114,000) gallons of water per Tap per Water Year, provided, however, in the event that the Colorado-Big Thompson (CBT) project water allotment for a contract unit of water is less than fifty percent (50%) of an acre foot of water for any Water Year, Water District will reduce or restrict the Annual Allocation of each Tap in the Development for that Water Year as deemed proper and necessary by Water District to assure water supplies. In the event that more than one hundred fourteen thousand (114,000) gallons of water are delivered to the owner of a Tap in any one (1) Water Year, such Tap owner shall be required to pay a Water

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Surcharge on all water used by such customer in excess of one hundred fourteen thousand (114,000) gallons for the remainder of the Water Year, which Water Surcharge shall be equal to two hundred percent (200%) of the then applicable Conservation Charge established by the Water District from time to time.

2.2 The water to be delivered by the Water District shall be potable water treated at the Soldier Canyon Filter Plant owned by the Soldier Canyon Water Treatment Authority. The quality of water shall be substantially the same as the quality of water received by the Water District from the Soldier Canyon Filter Plant. No promise or guarantee of pressure is made by the Water District or is to be implied from anything contained herein.

2.3 The Water District shall use reasonable diligence to provide a constant and uninterrupted supply of water, except for interruptions due to: (1) Uncontrollable forces; (2) Operations or devices installed for water system protection; (3) Maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the sole opinion of the Water District, necessary.

2.4 The Water District shall install, own, repair and maintain a meter vault at each individual Lot within the Development in which the Water District shall install equipment as deemed necessary, including but not limited to meters, reading devices, flow restrictors, etc.

2.5 The Water District estimates the water supply to have a normal pressure range of fifty-five (55) to eighty-five (85) pounds per square inch (psi). The Water District will maintain an average minimum pressure of thirty-five (35) psi to any Tap. The maximum pressure that will be supplied to any Tap may be as great as one hundred thirty (130) psi. Therefore, the Developer or the owner of a Lot ("Lot Owner") shall install preventative plumbing devices to restrict and/or release the pressure. Developer and/or Lot Owner releases Water District from any and all liability or claims that may be made against the Water District concerning damage from excessive water pressure supplied to the Development, Tap or Lot.

**ARTICLE 3
TAPS AND POTABLE WATER FACILITIES**

3.1 The Water District must approve, in writing, all engineering and construction plans and materials of all Potable Water Facilities for the Development, with all such Potable Water Facilities to be dedicated to the Water District for ownership, operation and maintenance. The Developer shall be responsible for payment of the total cost of the construction of the Potable Water Facilities within the Development (or any Potable Water Lines that are necessary to serve the Development) that will serve the Taps. "Potable Water Lines" means all lines which carry water to the potable water meter vault(s) within the Development.

3.2 From the meter to the Single-Family Dwelling, Lot, or Outlot being served with potable water, potable water will be delivered through private service lines which are installed by the Developer or Lot Owner, and for which the Water District has no responsibility or liability.

3.3 The Water District must approve engineering and construction plans of all Potable Water Facilities before construction. All Potable Water Facilities will be designed and built as set forth in the water utility plans and specifications for the Development prepared by the Developer's engineer in accordance with Water District standards for construction, acceptance, operations, and maintenance. Upon initial approval of the construction of the final Potable Water Facilities, Water District will conditionally accept the Potable Water Facilities by issuance of a conditional acceptance letter (See Exhibit A). Two (2) years after conditional acceptance of the Potable Water Facilities, subject to final review and approval by the Water District,

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Water District shall accept ownership of the Potable Water Facilities. The Developer may use the Water District's existing Potable Water Facilities to serve the individual Taps, if the Water District determines in its sole discretion that the Potable Water Facilities may be accessed and have available capacity and pressure to serve the Development.

3.4 For all Potable Water Facilities located within the Development's roadway or utility/waterline easements, future repair of paving or other improved surfaces subsequent to the initial installation of any of the Potable Water Facilities shall be the responsibility of the Developer, the Metropolitan District, or the current owner of the right-of-way. The Water District will repair and backfill the trench to the surface but will not rebuild any surface improvements, including but not limited to pavement, curb and gutter, sidewalk, or landscaping other than grasses.

ARTICLE 4 PAYMENT OF FEES

4.1 No potable water service will be provided to any water Tap within either Phase within the Development until all fees, expenses and charges as determined by the Water District have been paid and/or raw water dedicated for such Phase. Except as otherwise provided in this Restated Agreement, the fees, charges and expenses, and/or water dedication shall be as determined and defined by the Water District and based upon such fees, charges and expenses, and water dedication requirements then in effect. Developer understands and agrees that the amount due for such fees, charges and expenses, and/or water dedication are subject to change or modification at the sole discretion of Water District.

4.2 Pursuant to the terms of this Restated Agreement, the fees, expenses and charges for each water Tap consist of:

- (1) Review & Inspection Fee as provided in Paragraph 4.4; (Payable by developer upfront – not per tap)
- (2) Plant Investment Fee as provided in Paragraph 4.5;
- (3) Mileage Charge pursuant to Paragraph 4.6;
- (4) Raw Water or Cash in Lieu Fee as provided in Paragraph 4.7;
- (6) Meter Fee as provided pursuant to Paragraph 4.10.

Notwithstanding anything to the contrary herein, payment of all fees, expenses and charges as established pursuant to this Restated Agreement for the particular Phase shall be a condition precedent to the Water District providing potable water service to any Tap within such Phase of the Development. If the total fees, expenses and charges are not paid for each Phase, all prior fees, expenses and charges paid by the Developer for any improvements made by the Developer shall be considered as payment to the Water District of liquidated damages as accurate calculation and determination of damages would not be possible.

4.3 The Raw Water or Cash in Lieu Fee, Plant Investment Fee, Mileage Charge, and Meter Fee must all be paid, completed and fulfilled for each Phase before the Water District provides any potable water service to such Phase. Once these fees have been paid or completed, the Developer or Lot Owner will then have one (1) year to have the meter set. Upon installation of the meter, or, after one (1) year of payment of these referenced fees whichever occurs earliest, the Water District shall commence billing the Lot Owner a Minimum Monthly Charge in accordance with the policies of the Water District then in effect. The Minimum Monthly Charge shall apply whether or not any water is taken through the Tap.

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4.4 The Water District will be expending resources for review and inspection of the Development including but not limited to engineering review, Potable Water Facility inspection, surveying, bacteriological testing, and pressure testing of the Potable Water Facilities constructed for the Development. The Developer will be required to reimburse the Water District for such expenses which shall be known as the "Review and Inspection Fee". The Review and Inspection Fee shall be solely determined by the Water District, and for this Development said fee shall be the sum of \$14,530.00. The Review and Inspection Fee for Phase 1, determined to be \$10,330.00 (PAID 07/17/2018), shall be paid by the Developer upon execution of this Restated Agreement. The Review and Inspection Fee for Phase 2, determined to be \$4,200.00 (PAID 09/27/2018), shall be paid by the Developer prior to construction of Potable Water Facilities for Phase 2. The Review and Inspection Fee, as established in this Paragraph 4.4, shall be non-refundable.

4.5 The Developer or Lot Owner will be responsible for making payment of the "Plant Investment Fee" to the Water District. As a result of the agreement of the Developer as provided herein to install an operational Non-Potable Irrigation System in each Phase prior to the issuance of a building permit or the installation of a water meter, whichever first occurs, and cause the same to be transferred to the Metropolitan District, together with the associated water rights, the Water District has agreed to accept from the Developer a reduced Plant Investment Fee in an amount equal to fifty percent (50%) of the full Plant Investment Fee as established by the District and in effect at the time of the payment ("Modified Plant Investment Fee"). No portion of the Modified Plant Investment Fee shall be returned or refunded once established and paid pursuant to this Restated Agreement, even if the number of Lots and/or Taps in the Development is later decreased or unsold. However, if the number of Lots and/or Taps increases beyond the number initially established in Paragraph 2.1, Developer will pay the Modified Plant Investment Fee for each new Tap within the Development based upon the rate for Plant Investment Fees then in effect.

4.6 The Developer or Lot Owner will be responsible for making payment of the "Mileage Charge" to the Water District. As a result of the agreement of the Developer as provided herein to install an operational Non-Potable Irrigation System in each Phase prior to the issuance of a building permit or the installation of a water meter, whichever first occurs, and cause the same to be transferred to the Metropolitan District, together with the associated water rights, the Water District has agreed to accept from the Developer a reduced Mileage Charge in an amount equal to fifty percent (50%) of the full Mileage Charge as established by the District and in effect at the time of the payment ("Modified Mileage Charge"). No portion of the Modified Mileage Charge shall be returned or refunded once established and paid pursuant to this Restated Agreement, even if the number of Lots and/or Taps in the Development is later decreased or unsold. However, if the number of Lots and/or Taps increases beyond the number initially established in Paragraph 2.1, Developer will pay the Modified Mileage Charge for each new Tap within the Development based upon the rate for Mileage Charges then in effect.

4.7 The Developer or Lot Owner will be responsible for making payment of the "Raw Water or Cash In Lieu Fee" to the Water District by paying a "Cash in Lieu Fee". As a result of the agreement of the Developer as provided herein to install an operational Non-Potable Irrigation System in each Phase prior to the issuance of a building permit or the installation of a water meter, whichever first occurs, and cause the same to be transferred to the Metropolitan District, together with the associated water rights, the Water District has agreed to accept from the Developer a reduced Cash in Lieu Fee in an amount equal to fifty percent (50%) of the full Cash In Lieu Fee as established by the Water District and in effect at the time of payment ("Modified Cash in Lieu Fee"). No portion of the Modified Cash in Lieu Fee shall be returned or refunded once established and paid pursuant to this Restated Agreement, even if the number of Lots and/or Taps in the Development is later decreased or unsold. However, if the number of Lots and/or Taps increases beyond the number initially established in

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Paragraph 2.1, Developer will pay the Modified Cash in Lieu Fee for each new Tap within the Development based upon the rate for Cash in Lieu Fees then in effect.

4.7.1 At the sole discretion of Water District and in lieu of payment by the Developer of a Cash in Lieu Fee, the Water District may allow the Developer to dedicate Raw Water to fulfill the Raw Water Requirement for the Development. The Raw Water Requirement for a residential Tap for a Single-Family Dwelling on one (1) Lot shall be the dedication of at least one-half (1/2) Unit of Colorado Big Thompson (CBT) project water per Tap, or at least one (1) share of North Poudre Irrigation Company (NPIC) stock for every six (6) residential Taps.

4.8 The Developer shall provide the Water District with security, as deemed acceptable by Water District, to secure the installation and warranty of Potable Water Facilities within the Development during the two (2) year conditional acceptance period. Said security shall cover 25% of all costs for construction of the Potable Water Facilities, up to a maximum of \$100,000.00, which shall be released at the expiration of the two (2) year conditional acceptance period and upon full acceptance of the Potable Water Facilities by the Water District. The type of security to be accepted shall be at the sole discretion of the Water District which will normally be a letter of credit, certificate of deposit, or bond.

4.9 During the two (2) year conditional acceptance period, the Developer will be responsible for any repairs or maintenance of the Potable Water Facilities installed for the Development. All such repairs and/or maintenance shall be in accordance with the Water District policies and engineering requirements, and shall be reviewed and approved by the Water District prior to any repairs or maintenance being effected except in emergency situations.

4.10 Prior to a meter being set and water service being provided at or for any Tap, the Developer or Lot Owner shall be required to (i) complete the Water District's Tap application form, (ii) pay the Meter Fee, and pay any remaining fees, expenses and charges, if any, in accordance with the policies and procedures of the Water District at the time of any Tap application, (iii) any other expenses or costs that may be incurred by the Water District in relation to the Development, and (iv) install or cause to be installed a fully functional Non-Potable Irrigation System for the Phase in which the requested Lot is located and provide evidence of transfer of the Non-Potable Irrigation System and required Non-Potable Water Rights to the Metropolitan District free and clear of any liens and encumbrances.

ARTICLE 5 FIRE PROTECTION

5.1 Fire protection is a basic provision normally required for development activities in the Town of Severance ("Severance") for which this Development is to be constructed. The Development may be located within an established fire protection district ("FPD") which has its own policies, procedures and requirements concerning fire protection which may be in addition to or supplement any requirements imposed by Severance. Developer understands that Water District is not responsible for compliance with any such FPD or Severance requirements and such requirements are the sole responsibility of Developer, FPD and/or Severance. Developer further understands that Water District is not required to provide fire flows or even allow fire protection devices, including but not limited to hydrants, water lines, sprinklers, and valves, to be installed, inspected, serviced or provided by Water District.

5.2 However, as a courtesy and public service, Water District will permit Developer to install certain fire protection infrastructure pursuant to the provision of this Article 5 and any other provisions or requirements deemed necessary by Water District, in its sole discretion.

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5.3 Developer shall provide to the Water District, FPD and Severance plans and specifications for fire protection infrastructure, including but not limited to location and size of water lines to serve fire hydrants ("Fire Facilities"). Said plans shall be in accordance with any specifications and requirements established by Water District, Severance and/or FPD.

5.4 Upon final approval of the plans and design by Water District, Severance and FPD, Developer shall be responsible for installation of the same including all costs incurred by Water District to review plans, installation, and inspection of the same by Water District. Upon approval of the installation of all such fire facilities by Water District, Severance and FPD, Water District will thereafter assume the responsibility of effecting maintenance, flushing and repairs of such facilities but Water District will be compensated for such maintenance, flushing and repairs, in perpetuity, initially by Developer and thereafter by the Metropolitan District in connection with its administration of the Golden Eagle Acres CC&Rs. Additionally, responsibility for all costs of maintenance, flushing and repairs shall become a part of the Golden Eagle Acres CC&Rs that run with the title to all Lots and real property within the Development.

5.5 As additional consideration for this Restated Agreement, Developer understands that Water District has not and will not perform any independent review or analysis of the adequacy of any Fire Facilities. Accordingly, Developer releases Water District from any and all liability or claims of any type that could be made against the Water District, including but not limited to water pressure, line size, lack of water, maintenance, volume or velocity of flow, or any other item related to Fire Facilities in the Development.

5.6 All final approvals of this Development must make reference to the responsibility of the Developer, Metropolitan District or homeowners' association concerning expenses of maintenance, flushing and repairs for the Fire Facilities pursuant to Paragraph 5.4.

ARTICLE 6 PETITION OF INCLUSION

If determined to be necessary by Water District, the Developer agrees to sign and execute the Water District's standard Petition of Inclusion.

ARTICLE 7 EASEMENTS AND RIGHTS-OF-WAY

7.1 As additional consideration for this Restated Agreement, Developer agrees to sign and execute any necessary Easement and Right-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for water lines as determined by the Water District. This Restated Agreement is conditional upon execution and recording of any such Easement and Right-of-Way Agreements determined to be necessary by the Water District, and until such Easement and Right-of-Way Agreements are finalized to the satisfaction of the Water District and recorded with the Weld County Clerk and Recorder, Water District shall not be required to provide any services of any type.

7.2 Additionally, any final development plat must be reviewed and approved by Water District with respect to all aspects of easements and rights-of-way for Potable Water Facilities, pipelines and Fire Facilities. All such items must be dedicated for public use and Water District must approve said items as set forth on the final plat.

ARTICLE 8 NON-POTABLE WATER SYSTEM

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8.1 This Restated Agreement is for a potable water service which means that one (1) system provides water for all potable water usage within Golden Eagle Acres PUD.

8.2 Except as provided in this Restated Agreement, neither the Developer nor any Lot Owner will construct, install or use a secondary or non-potable water system within Golden Eagle Acres PUD to water landscaping. Absolutely no connections shall be made between the non-potable water system and the potable water system contemplated by this Restated Agreement. For any breach of this provision, Water District shall have the right to discontinue water service to the entire Development until the Water District is satisfied that any such connections shall be permanently discontinued. For any breach of this provision, the Developer and/or any Lot Owner or Metropolitan District within the Development shall be responsible for any damages caused to the above-described potable water system and/or to the Water District's transmission of potable water to all customers, or to the Water District's equipment.

**ARTICLE 9
INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT
OF NON-POTABLE IRRIGATION SYSTEM BY DEVELOPER**

Prior to the Activation of any Taps in either Phase, the Developer shall transfer to the Metropolitan District all of the Non-Potable Water Rights described in Section 1.10(i) above free and clear of any liens and encumbrances. In further clarification, the Non-Potable Water Rights described in Section 1.10(i) above shall be required to be transferred to the Metropolitan District prior to the Activation of a single water Tap anywhere within the Development. In addition, the Developer shall transfer the Non-Potable Water Rights described in Section 1.10(ii) above to the Metropolitan District free and clear of any liens and encumbrances prior to the Activation of any water Taps in Phase 2 of the Development. Furthermore, the Non-Potable Irrigation System for a Phase shall be fully installed, constructed and operational prior to the Activation of a potable water Tap within such Phase of the Development and such Non-Potable Irrigation System shall be transferred to the Metropolitan District by assignment, bill of sale and other appropriate instrument(s) approved by the Water District. Evidence of the transfer of the Non-Potable Water Rights and the Non-Potable Irrigation System located within the applicable Phase shall be provided to the Water District for its approval prior to the Activation of a Tap in such Phase.

Following the installation of the Non-Potable Irrigation System installed within either Phase of the Development, the Developer shall provide copies of the "as-built" drawings of such system to the Water District upon completion of the installation thereof. Under no circumstances shall the Non-Potable Irrigation System be connected in any manner to the Potable Water Facilities. In addition to any other plans and specifications required hereunder for the installation of the Non-Potable Irrigation System, the Developer hereby agrees that the water line constituting a part thereof shall be installed in a color different than any other then existing water line within the Development (e.g., purple) and that valve box lids shall be used which are easily distinguishable from the valve box lid constituting part of the Potable Water Facilities of the Water District. The Developer agrees that neither it nor any other owner of a Lot or Outlot shall have the right to irrigate any landscaping upon a Lot or Outlot within a Phase of the Development until the Non-Potable Irrigation System for such Phase has first been installed and is fully operational and all work required thereunder has been completed by the Developer to provide non-potable irrigation of all landscaping on Lots and Outlots within such Phase. In order to assure the Water District that the Non-Potable Irrigation System will be operated, maintained, repaired and replaced as necessary to keep the system in a first-class condition, the Developer and the Metropolitan District agree to and with the Water District as follows:

A. Upon completion of a fully operational Non-Potable Irrigation System within a Phase of the Development and prior to the Activation of any potable water Taps within such Phase, the Developer will transfer all right, title, and interest in

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and to the Non-Potable Irrigation System for such Phase to the Metropolitan District and the Metropolitan District shall assume and agree to discharge and perform all obligations associated with the ownership and operation of the Non-Potable Irrigation System within such Phase, together with ownership of the Non-Potable Water Rights, the transmission lines from the source of the Non-Potable Water Rights to such Phase and all other equipment and water rights necessary to deliver non-potable water to such Phase of the Development at times and in quantities as required to maintain all of the landscaping in such Phase of the Development, including landscaping of the Agricultural Lots and Outlots and landscaping on individual Single-Family Lots developed with residential structures and other improvements in such Phase (collectively, "Non-Potable Irrigation System and Water Rights"). The Non-Potable Irrigation System and Water Rights shall not include the landscaping and private irrigation system located on each Lot which shall be the responsibility of the owner thereof. Upon transfer to and assumption by the Metropolitan District of such rights, duties, and obligations, a copy of the bill of sale, assignment, and other appropriate documents shall be provided to the Water District, together with a copy of the assumption agreement by which the Metropolitan District assumes all of the duties and obligations with respect to the ownership and operation of the Non-Potable Irrigation System and Water Rights for such Phase.

B. Upon assignment to and assumption by the Metropolitan District of the obligations as set forth in Section A of this Article 9 above, the Metropolitan District shall be solely responsible for the installation, reconstruction, maintenance, inspection, operation, administration, replacement, and removal of the Non-Potable Irrigation System and Water Rights, which responsibilities shall not include the installation, reconstruction, maintenance, inspection, operation, administration, replacement, and removal of the landscaping and private irrigation system on the Lots which are to be maintained by the owners thereof. The Metropolitan District, with notice thereof to the Water District, may enter into such contracts as the Metropolitan District deems necessary and appropriate with qualified third parties for the operation and maintenance of the Non-Potable Irrigation System and Water Rights. In addition, the Metropolitan District agrees to collect such fees and charges and to otherwise obtain such funds as shall be necessary to adequately provide routine maintenance and establish reserve funds to make anticipated repairs and replacements to the Non-Potable Irrigation System and Water Rights in order to keep the system in first-class working condition. The Metropolitan District shall enter into a contract with a qualified firm (with notice to the Water District) to periodically review the funds collected by the Metropolitan District in order to assure that adequate funds are in place from time to time as needed to maintain the Non-Potable Irrigation System and Water Rights in a first-class condition. Notwithstanding any provision herein to the contrary, the Metropolitan District shall not transfer, convey, assign, lease, rent, encumber or hypothecate (collectively, "Transfer") all or any part of its right, title, and interest in and to the Non-Potable Water Rights or any part thereof without the prior written consent of the Water District, which consent shall be based upon the determination by the Water District, in its sole judgment, that a sufficient raw water supply will remain following the Transfer to meet the landscape irrigation requirements of the entire Development. Any raw water rights acquired by the Metropolitan District in addition to that described in Article 1 above shall constitute part of the "Non-Potable Water Rights" subject to the terms of this Restated Agreement.

C. As a condition to the Activation of any Taps within the Development, the Developer agrees to install or cause to be installed, and the Metropolitan District agrees to maintain, repair and replace as necessary, signage at all vehicular entrances to the Development indicating that raw water is being used for landscape irrigation purposes in the common areas and on individual Lots and is not suitable for human consumption. Such signage shall be of a size and shall contain such information as shall be reasonably required by the Water District to protect the health and safety of the residents, guests and invitees within the Property.

**ARTICLE 10
AMENDMENT TO GOLDEN EAGLE ACRES CC&RS**

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Prior to the Activation of water service for any Lot within the Development, an amendment to the Golden Eagle Acres CC&Rs shall be recorded with the Clerk and Recorder of Weld County, Colorado (the "CC&R Amendment"). The CC&R Amendment shall include the requirements set forth below:

A. The CC&R Amendment shall incorporate all continuing obligations of Developer and Metropolitan District pursuant to the terms of this Restated Agreement and shall state that potable water service provided to the Development by the Water District shall be subject to the terms and provisions of this Restated Agreement, including the imposition of a Water Surcharge as provided in Paragraph 2.1 above. The CC&R Amendment shall further state that the Metropolitan District shall be the owner of the Non-Potable Irrigation System and Water Rights and that it agreed to assume all continuing obligations of Developer under this Restated Agreement for the ownership, management, administration, maintenance, control, repair and replacement of the Non-Potable Irrigation System and Water Rights and that such control may not be transferred by the Metropolitan District to any other party without the prior written consent of the Water District.

B. The CC&R Amendment shall state that the Metropolitan District shall assume full responsibility for all costs of maintenance, flushing and repair of all Fire Facilities required by the Water District, Severance and/or FPD pursuant to Paragraph 5.4 above.

C. The CC&R Amendment shall specifically state that the Metropolitan District shall impose a "Non-Potable Water and Maintenance Fee" (as defined in the Golden Eagle Acres CC&Rs) in an amount sufficient to cover the costs of proper ownership, management, administration, maintenance, control, repair and replacement of the Non-Potable Irrigation System and Water Rights.

D. The CC&R Amendment shall grant to the Water District such licenses, easements and other rights of entry within the Development as the Water District reasonably requires to discharge the duties and responsibilities of the Water District as set forth in this Restated Agreement.

E. The CC&R Amendment shall provide that the Golden Eagle Acres CC&Rs, as amended, may not be terminated without the prior written consent of the Water District. The CC&R Amendment shall further provide that any amendment to the rights, duties and obligations to be assumed by the Metropolitan District as set forth in this Restated Agreement shall require the prior written consent of the Water District. Any such consent of the Water District to amendments to or termination of the Golden Eagle Acres CC&Rs must be recorded with the Clerk and Recorder of Weld County, Colorado, in order to be effective. Notwithstanding the foregoing, the consent of the Water District shall not be required for an amendment to the Golden Eagle Acres CC&Rs with respect to items which are not rights, duties and obligations of the Metropolitan District pursuant to the terms of this Restated Agreement.

F. The CC&R Amendment must be submitted to and approved by the Water District and such approved CC&R Amendment must be recorded with the Clerk and Recorder of Weld County, Colorado, prior to the Activation of any water service within the Development. Such right of the Water District to review and approve the CC&R Amendment shall be for the purpose of determining that the rights, duties and obligations to be assigned to and assumed by the Metropolitan District comply with the provisions of this Restated Agreement.

G. The Metropolitan District shall adopt Golden Eagle Acres Subdivision Water Rules and Regulations in the form attached hereto as Exhibit B and incorporated herein by reference, which are defined in the Golden Eagle Acres CC&Rs as the "Golden Eagle Acres Water Rules and Regulations." No material changes shall be made to the Golden Eagle Acres Subdivision Water Rules and Regulations which

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would allow use of potable water in any manner for the irrigation of any landscaping located within the Development or which would allow the transfer of ownership of the Non-Potable Irrigation System and/or Non-Potable Water Rights to any third parties without the prior written consent of the Water District, which consent shall be within the sole discretion of the Water District. The Metropolitan District shall act in good faith and be responsible for enforcing the terms and provisions of the Golden Eagle Acres Subdivision Water Rules and Regulations.

**ARTICLE 11
MISCELLANEOUS**

11.1 The Water District will reserve capacity for the Development for a period of one (1) year from the approval of the final plat by the Town of Severance. If within one (1) year from the approval of the final plat by the Town of Severance, (i) the Non-Potable Irrigation System or (ii) the Potable Water Facilities to serve the Development have not been constructed and the Water District has not approved the Potable Water Facilities construction with an issuance of a conditional acceptance letter, this Restated Agreement shall terminate and shall be considered null and void.

11.2 Notwithstanding any language to the contrary, Developer shall be entitled to a refund of 98% of costs and expenses paid pursuant to Paragraphs 4.5, 4.6 and 4.7 if such refund is applied for within one (1) year of the payment made to the Water District. The 2% retention by the Water District shall be considered as reimbursement for administrative expenses incurred by the Water District. All or any portion of costs or expenses the Developer incurred pursuant to Paragraphs 3.1, 4.4 and 4.10 shall be borne exclusively by the Developer and the Developer shall not be entitled to a refund of any of said amounts.

11.3 Water District's rights to review, inspect, and approve plans, specifications and construction of any facility herein is solely for the benefit of Water District and creates no obligation to or liability in favor of Developer, Property or Lot Owner within the Development.

11.4 This Restated Agreement cannot be assigned by Developer without the express written approval of Water District, provided, however, the Restated Agreement or part thereof may be assigned by the Developer to the Metropolitan District without express written approval of the District, provided that notice be given to the District within thirty (30) days following any such assignment.

11.5 Nothing herein shall be construed as a waiver of the Governmental Immunity of the Water District or Metropolitan District pursuant to the Colorado Governmental Immunity Act, the Constitution of the State of Colorado or as otherwise provided by law.

11.6 Any notice or other communication given by any of the parties hereto to another relating to this Restated Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given as specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below:

If to the Water District:

North Weld County Water District
Attention: Eric Reckentine
32825 Weld CR 39

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P.O. Box 56
Lucerne, CO 80646
Telephone: (970) 356-3020

With copy to:

Hasler, Fonfara and Goddard LLP
Attention: Joseph H. Fonfara
125 S. Howes, 6th Floor (Zip Code: 80521)
P.O. Box 2267
Fort Collins, CO 80522
Telephone: (970) 493-5070

If to Developer:

Golden Eagle Acres, Inc.
Attention: Mark Foster
1639 35th Avenue Court
Greeley, CO 80634-2813
Telephone: (970) 573-0956

With copy to:

Attention: _____

Telephone: _____

11.7 This Restated Agreement contains the entire agreement of the parties. The Restated Agreement may be modified by the written agreement of the parties.

11.8 Should any section, clause, sentence or part of this Restated Agreement be adjudged by a court of competent jurisdiction to be unconstitutional, and/or invalid, such adjudication shall not affect the validity of the Restated Agreement as a whole or any part thereof other than the part so declared to be unconstitutional or invalid. This Restated Agreement shall be construed as though such invalid provision was never a part of this Restated Agreement.

11.9 Unless otherwise expressly provided to the contrary herein, this Restated Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

11.10 Each of the parties agrees to execute and deliver such additional instrument or instruments as another party may from time to time reasonably request in order to effectuate the provisions of this Restated Agreement.

11.11 This Restated Agreement shall inure to and be binding upon the parties hereto and their heirs, executors, personal representatives, successors and assigns. Furthermore, the provisions of this Restated Agreement shall constitute covenants running with the title to the lands within the Development as well as binding upon any and all property owners within said Development.

Initials: vc gc o

(10/04/18-1)

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

DEVELOPER:

Golden Eagle Acres, Inc.,
a Colorado corporation

By: *Greg Cell*

Its: *president*

STATE OF COLORADO)
) ss.
COUNTY OF *WELD*)

The foregoing instrument was acknowledged before me this *10th* day of October, 2018, by *Greg Cell*, as *PRESIDENT*, of Golden Eagle Acres, Inc., a Colorado corporation.

Witness my hand and official seal.



KAMMY K.
Notary Public
State of Colorado
Notary ID # 20004012358
My Commission Expires 11-01-2020

Initials: *vc* *gc* *[Signature]*

WATER DISTRICT:

ATTEST:

NORTH WELD COUNTY WATER DISTRICT,
a special district and political subdivision of the
State of Colorado, acting by and through the
North Weld County Water District Enterprise

By: _____
Secretary

By: _____
President

[Handwritten signature]
District Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 5th day of ~~October~~ ^{November} 2018, by Eric Redentine as ~~President and~~ District Manager as ~~Secretary~~ of North Weld County Water District, a special district and political subdivision of the State of Colorado, acting by and through the North Weld County Water District Enterprise.

Witness my hand and official seal.

My commission expires: 10-19-2020
10-20-2020

LEANN D. KOONS
STATE OF COLORADO
NOTARY PUBLIC
Commission No. 20044037657
My Commission Expires 10/19/2020

[Handwritten signature]

Notary Public

Initials: Vc gc [Signature]
(10/04/18-1)

EXHIBIT A

Form of Conditional Acceptance Letter

[To be attached]

Exhibit A

Date

Name

Address

City/State/Zip

Re: Acceptance of Waterlines ("**Name of Development**")

Dear _____ :

North Weld Water District hereby acknowledges that, as a result of visual inspection, receipt of engineering documentation, construction, and installation of the water line at ("**Name of Development**"), and receipt of the Lien Waiver Release, all requirements have now been met for acceptance of water system improvements as constructed for the ("**Name of Development**") project located at _____.

As of the date of this letter, a two-year warranty period shall commence on the subject water line improvements. The improvements are now also approved for service upon completion of a tap application and payment of all fees, costs and expenses and/or dedication of water, if required.

During the two-year warranty period, any repair or maintenance of the improvements shall be the responsibility of the developer. Please note that this approval is for water line improvements only, which includes all delivery lines and lines up to the meters. Individual water service from meters to each individual residence is not the responsibility of the District. Furthermore, please note that such conditional acceptance does not extend to any associated soils compaction.

Respectfully,

Leann Koons
Operations Manager

EXHIBIT B

Form of Golden Eagle Acres Subdivision Water Rules and Regulations

[To be attached]

GOLDEN EAGLE ACRES SUBDIVISION

WATER RULES AND REGULATIONS

Approved and Adopted by

Golden Eagle Acres Metropolitan Districts

October 10, 2018

ARTICLE I
GENERAL

1.1 Authority

The Golden Eagle Acres Metropolitan Districts Nos. 1-3 (“Districts”) are a part of a quasi-municipal and political subdivision with those powers of special district which are specifically granted for carrying out the objectives and purposes of the Districts.

Golden Eagle Acres, Inc. (“Owner”) is the owner of that certain project located within the Golden Eagle Acres Subdivision in the Town of Severance, Colorado.

1.2 Purpose

The purpose of this consolidated body of Rules and Regulations is to ensure an orderly and uniform administration of irrigation water operations in the Golden Eagle Acres Subdivision. These Rules and Regulations apply *only* to the Non-Potable Water System (as defined herein), not to the potable water system, as that system will be managed and controlled by North Weld County Water District (“NWCWD”) or another public entity providing potable water service to the Golden Eagle Acres Subdivision (“Property”).

1.3 Policy

The authority of the Districts to adopt by-laws, rates, rules and regulations is expressly conferred by Colorado statute. The Executive Board of the Districts hereby declares that the policies, procedures, rules and regulations (“Rules and Regulations”) hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants of the Districts.

1.4 Scope

These Rules and Regulations shall be treated and considered as comprehensive regulations governing the operations and functions of the Districts with regard to the Non-Potable Water System.

1.5 Intent of Rules and Regulations

It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Executive Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the Districts and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the Districts to secure the full benefit and protection of any law which is now enacted

or may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the Districts. Any ambiguity, conflict, omission or question of interpretation of these Rules and Regulations shall be determined in the sole discretion of the Districts' Executive Board.

1.6 Amendment

It is specifically acknowledged that Owner initially, and then the Districts, once the Non-Potable Water System has been transferred to it, shall have the power to amend these Rules and Regulations, and such amendments must be approved in writing. Except where an amendment expressly requires the consent of the Town, the Owner, or North Weld Water District ("NWCWD") these Rules and Regulations may be altered, amended or added to from time to time and such alterations, additions or amendments shall be binding and of full force and effect as of the date of their adoption by Owner or the Districts following transfer of the system. These Rules and Regulations are subject to, and may not conflict with, the Subdivision Improvements Agreement, recorded in the office of the Clerk and Recorder of Weld County, Colorado.

1.7 Miscellaneous.

1.7.1 Usage and Titles. All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading.

1.7.2 Severability. Should any section, subsection, sentence, clause or phrase of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not effect, impair, or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

1.7.3 Prior Offenses. Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person or under any contract or right established or occurring before the effective date of these Rules and Regulations.

1.7.4 No Damages for Failure to Enforce. Nothing herein contained shall create any right to damages against the Districts, their directors, officers, agents or employees for the Districts' failure to enforce any or all of these Rules and Regulations.

1.7.5 Availability of Service. Non-potable water service shall be available only in accordance with these Rules and Regulations and on the basis of the charges established

therefore and subject to all penalties and charges for violation thereof, or any applicable statutes, and subject to the availability of facilities and capacity.

1.7.6 Control and Operation of Facilities. All water facilities and property of the Districts shall be under the management of the Districts' Manager and the control of the Executive Board. Except as set forth in the Declaration of Covenants, Conditions and Restrictions for Golden Eagle Acres Subdivision ("Declaration"), no other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the Districts' facilities without the Districts' prior written consent.

1.7.7 Inspections. All inspections, observations, testing and reviews performed by the Districts whether of private premises to insure compliance with these Rules and Regulations, or of the Districts' property and facilities, are performed for the sole and exclusive benefit of the Districts. No liability shall attach to the Districts by reason of any such inspections, observations, testing or reviews, or by reason of any denial or issuance of any approval or permit for any work subject to the authority or jurisdiction of the Districts.

1.7.8 Ownership of Facilities. The Districts exercises all rights and responsibilities attendant to the water facilities owned by the Districts and, in the future, shall accept ownership responsibilities only for additional facilities which have been formally conveyed to and accepted by the Districts.

1.7.9 Ownership of Water Rights. Ownership or the right to use water rights necessary for provision of Non-Potable Water service by the Districts shall be acquired by the Districts, in order to provide Non-Potable Water service to lands currently located within the Districts. Future expansion of the Districts' area through annexations may require additional interests in water rights to be dedicated to the Districts, by or on behalf of property owners requesting irrigation services. Such water rights shall be in accordance with service requirements of the Districts working in conjunction with the Town and shall be sufficient to provide the Districts with adequate supply of irrigation water for the development contemplated, for the areas proposed to be served, and for all service obligations undertaken by the Districts.

DEFINITIONS
ARTICLE II

Unless the context specifically indicates otherwise, the meaning of the terms used herein shall be as follows:

- 2.1 **"Equivalent Dwelling Unit"** or **"Single Family Equivalent Dwelling Unit"** means a use which is estimated to have an impact upon the Non-Potable Water System equal to that of the average usage of a Dwelling Unit.
- 2.2 **"Gender"** the use of any gender shall be applicable to all genders.

- 2.3 **“Districts”** means Golden Eagle Acres Metropolitan Districts Nos. 1-3, which Districts shall be responsible for the installation, operation, and maintenance of the Non-Potable Water System operating throughout Golden Eagle Acres Subdivision.
- 2.4 **“Irrigation Water System”** or **“Non-Potable Water System”** means any water main line, appurtenances, accessories or portion thereof owned, leased, or maintained by or for the Districts in connection with the Property’s management, administration, control and/or provision of Non-potable Water service or irrigation water within the Property’s boundaries.
- 2.5 **“Manager”** of the Districts means the person or entity retained by the Board to administer and supervise the affairs of the Districts and its employees.
- 2.6 **“Non-Potable Water”** is all non-potable water administered, managed, controlled or provided by the Districts for the Non-Potable Water System.
- 2.7 **“Permit”** means the written permission to connect to or enlarge the use for the Irrigation Water System of the Districts pursuant to the Rules and Regulations of the Districts.
- 2.8 **“Person”** means any entity of any nature, whether public or private.
- 2.9 **“Rules and Regulations”** means the Rules and Regulations of the Districts, including all amendments and policies as set forth in the Districts minutes and resolutions.
- 2.10 **“Service Line”** means any privately owned and maintained pipe, line or conduit used or to be used to provide irrigation water service from water main, whether the pipe, line or conduit is connected or not.
- 2.11 **“Shall”** or **“May”** whenever “shall” is used herein, it shall be construed as a mandatory direction. Whenever “may” is used herein, it shall be construed as a permissible, but not mandatory direction.
- 2.12 **“Singular and Plural”** as pertains to these Rules and Regulations, the singular includes the plural and the plural includes the singular wherever applicable.
- 2.13 **“Water Main”** and/or **“Main Line”** means any pipe, piping, or system of piping used as a conduit for water in the Irrigation Water System and owned, operated, maintained, leased or controlled by the Districts.

Any other term not herein defined shall be defined as presented in the “Glossary - Water and Sewage Control Engineering”, A.P.H.A., A.W.W.A., A.S.C.E. and F.W.S.A., latest editions.

ARTICLE III
OWNERSHIP AND OPERATION OF FACILITIES

3.1 Responsibilities of Districts

Except as otherwise provided by these Rules and Regulations, the Districts are responsible for the operation and maintenance of the Non-Potable Water System, which operation and maintenance shall be carried out in a sound and economical manner, in accordance with these Rules and Regulations and the Declaration. The Districts shall not be liable or responsible for inadequate service or interruption of service brought about by circumstances beyond its control.

3.2 Limitation of Liability of Districts

By agreeing to receive Non-Potable Water from the Districts, lot owners expressly stipulate that no claim for damage shall be made against the Districts by reason of the following: breakage of any water main line by Districts' personnel; interruption of water service and the conditions resulting therefrom; breaking of any main line, service line, valve, pipe, or meter; failure of the water supply; shutting off or turning on water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service lines or other facilities not owned by the Districts; damage to sprinkler systems or other appliances or apparatuses, devices or equipment used for irrigation of property, resulting from shutting off or turning on of water, or from inadequate, excessive or sporadic pressures; or for doing anything to the Non-Potable Water System of the Districts deemed necessary by the Executive Board or their agents.

3.3 Rights and Authority

The Districts shall have no responsibility for notification to customers of any of the foregoing conditions. All irrigation water users within the Districts shall be obligated to connect to the Districts Irrigation Water System unless otherwise agreed to in writing by the Districts. The Districts reserves the right to discontinue service to any property, at any time, for any reason deemed necessary or appropriate.

The Districts shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

The Districts reserves the right to terminate service to any user of the Irrigation Water System. Unless otherwise provided herein, the Districts shall give written notice to such user of the Districts' intention to terminate service. Under no circumstance shall any user be entitled to or obtain, claim or assert any perpetual right to irrigation water service from the Districts or in any Districts easements, Water Mains or connections, whether under contract or otherwise, and such user shall be bound by all Rules and Regulations of the

Districts as altered or amended from time to time governing the administration and use of, and charges for irrigation water service from, the Districts' Irrigation Water System.

Service limitations and prohibitions under any law or which may be contained within any contractual agreement of the Districts with any other governmental body shall also constitute prohibitions and limitations upon any user of the facilities of the Districts, except as may be provided by special permit.

3.4 Ownership of Facilities

All existing and future Main Lines and treatment works connected with and forming an integral part of the Non-Potable Water System upon transfer from Owner shall become and remain the property of the Districts, unless any contract provides otherwise. Said ownership will remain valid whether the Main Lines and treatment works are constructed, financed, paid for, or otherwise acquired by the Districts, or by other persons. Following the acquisition of the Non-Potable Water System by the Districts, the Districts shall not thereafter transfer, convey, encumber or lease the Non-Potable Water System to third parties without the prior written consent of NWCWD.

3.4.1 Ownership of Irrigation Water Facilities. For irrigation water, the Districts shall own, and the Districts is responsible for, the maintenance of the water service line, up to and including the curb stop valve or the lot owner's property line, whichever is closer to the Water Main. The lot owner is responsible for the maintenance of the remaining portion of the service line serving his property.

3.5 Right of Entry, Inspection and Maintenance Powers and Authority of Districts Agents

Authorized employees of the Districts, the Districts Manager, or other personnel authorized by the Districts Manager, bearing proper credentials and identification, shall be permitted by the customer/owner to enter upon all properties at reasonable times for the purpose of installation, replacement, repair, maintenance, inspection, observation, measurement, sampling, and testing of any water meter, meter pit if one exists, curb stop valve and/or box, radio frequency device if one exists, sump pump, water service lines and Districts easements in accordance with the provisions of these Rules and Regulations. The granting of right of entry by the customer/owner is a condition precedent and a condition subsequent to the provision of water service by the Districts. Refusal to permit such access to Districts personnel in the performance of their duties may result in immediate termination of water service to the premises, and/or may cause additional charges to the customer at the discretion of the Districts Manager. Failure to permit such inspection, observation, measurement, sampling and/or testing upon the written request of the Manager may result in a presumption that permission is being denied to avoid discovery of a violation that would result in the disconnection of service to the property by the party failing to permit such activity.

3.6 Modification, Waiver and Suspension of Rules

The Board or the Manager, acting on instructions of the Board, shall have the sole authority to waive, suspend, or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed a continuing waiver.

ARTICLE IV
USE OF IRRIGATION WATER SYSTEMS

Irrigation water services will be furnished to property included within the Districts subject to the Districts' Rules and Regulations and subject to fees, rates, charges and tolls as provided herein and as imposed by the Districts. It is currently contemplated that irrigation water under this Article IV is being provided by the Districts for the sole use of irrigating landscaping of all irrigable areas within the Golden Eagle Acres Subdivision.

4.1 Non-Potable Water Meter and Meter Pit

The installation of the non-potable water meter and meter pit shall be constructed by the lot purchaser and will be installed as per the Appendix A-2.

4.2 Unauthorized Tampering with System

4.1.1 Unauthorized Use. No unauthorized person shall uncover, use, alter, disturb, or make any connection with, or opening onto, use, alter, or disturb the Irrigation Water System without first obtaining a written approval from the Districts. Unauthorized uses of, or tampering with, the Districts Irrigation Water System includes, but is not limited to, a change in the customer's equipment, service or use of property, an unauthorized turn-on or turn-off of irrigation water service, burying valve boxes, or modifying any irrigation water meter.

4.1.2 Malicious Damage to System. No person shall maliciously, willfully, or negligently, break, damage, destroy, cover, uncover, deface or tamper with any portion of the Districts Irrigation Water System.

4.1.3 Violators Prosecuted. Any person who shall violate the provisions of this Article IV shall be prosecuted to the full extent of Colorado law.

4.1.4 Violators Fined. Any person violating any of the provisions of these Rules and Regulations may become liable to the Districts for payment of a \$1,000.00 fine or fines as otherwise established at the discretion of the Board, plus any expense, loss or damage occasioned by reason of such violation following notice and an opportunity for a hearing. Such costs shall constitute assessments of fees, tolls, charges and other impositions

permitted under the Special District Act, Section 32-1-101, and 32-1-1001 C.R.S., and shall have the lien priority described in that statute.

4.3 Use of Irrigation Water System

4.3.1 Notice of Changes and Repairs of Leaks. The customer shall notify the Districts prior to any expansion or addition to the service or use of the property served by the Districts' Irrigation Water System and upon any change of ownership of said property. Each customer shall be responsible for all costs associated with the construction and maintenance of the length of the service line to the curb stop or property line, whichever is closer to the Main Line. Service lines shall be constructed in accordance with specific instructions to be obtained from the Districts prior to commencing construction.

Leaks or breaks in the service line shall be repaired by the customer within seventy-two (72) hours of obtaining knowledge of a leak or from the time of notification of such condition by the Districts. If satisfactory progress toward repairing said leak has not been completed within the same time period, the Manager shall shut off the service until the leaks or breaks have been repaired; in addition, the Districts shall have the right to effect the repair, and the costs therefore shall constitute a lien on and against the property of such customer as security for payment of such costs, as provided for by Section 38-33.3-316, C.R.S.

4.4 Watering Schedule, Non-Potable Water System – Restrictions of Use

In the event it appears that the unrestricted water use may endanger the adequacy of supply, the Districts shall reduce the delivery of non-potable water to only that which can be irrigated with the supply available from the water rights represented by the four (4) shares of the capital stock of the Larimer and Weld Irrigation Company and the four (4) shares of the capital stock of the Larimer and Weld Reservoir Company owned by the Districts. The start date of the non-potable irrigation season and the delivery of non-potable water will coincide with the start of delivery of water from the Larimer and Weld Irrigation Company. The prairie, pasture and native grasses grown on the 2 Agricultural Lots and 11 Outlots will be irrigated only with the water delivered by the Larimer and Weld Irrigation Company, which is available primarily during the months of May and June. The residential lots will be irrigated by water from the Larimer and Weld Irrigation Company when it is available early in the season with a shift to water made available by the Larimer and Weld Reservoir Company later in the season. The Districts shall require the installation of separate taps to each lot within Golden Eagle Acres Subdivision near the homes constructed or to be constructed thereon and also to the Agricultural Lots and Outlots. During periods of drought when a sufficient supply of irrigation water is not available, the Districts shall terminate the delivery of non-potable irrigation water to the Agricultural Lots and to the Outlots and, as necessary, limit the supply available to the remaining residential lots. This Section 4.4 of the Rules and Regulations shall not be amended or modified without the prior written consent of NWCWD.

4.4.1 General Use Restrictions. Irrigation sprinklers should only be operated between the hours of 7 pm and 9 am. Drip irrigation systems may be operated between the hours of 6 pm and 11 am.

4.4.2 Alternating Water Days.

Even Numbered Single Family Addresses: Watering permitted three (3) days per week on Tuesdays, Thursdays and Saturdays only, during the periods set forth above.

Odd Numbered Single Family Addresses: Watering permitted three (3) days per week on Wednesdays, Fridays and Sundays only, during the periods set forth above.

* This schedule will not be enforced until two (2) months after the installation of the initial sod on any new construction but may be enforced anytime thereafter.

4.4.3 Drought Restrictions. During periods of drought or shortage, the Board of Directors for the Districts shall reduce delivery of the non-potable irrigation water from 3 days to 2 days per week. This Section 4.4.3 of the Rules and Regulations shall not be amended or modified without the prior written consent of NWCWD.

ARTICLE V RATES AND CHARGES

5.1 General

The information contained in this Article is pertinent to all charges of whatever nature to be levied for the provision of irrigation water service. Said rates and charges as herein established are in existence and effect at this time, and shall remain in effect until modified by the Board under the provisions of these Rules and Regulations, and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges, or from modifying any classification except as expressly set forth herein.

5.2 Application of this Article

The rates, charges, and other information shown herein shall apply only to customers inside the Golden Eagle Acres Subdivision, and shall in no way obligate the Districts with respect to services provided outside the boundaries of the Districts.

5.3 Classification of Customers

For the purpose of levying fair, reasonable, uniform, and equitable charges, the following classifications and related definitions are provided:

5.3.1 Single-Family Residential Unit. Includes single-family units under the definition of single-family residential unit.

5.4 Service Charge

Service charges shall be as reflected in the Schedule of Fees and Charges, attached hereto as Appendix A. Service charges will be charged and billed on an annual basis, prior to the irrigation season. Additional charges for additional water quantity may be billed monthly as use occurs. The service charge will be prorated for the first year at the time of closing. Thereafter, the bills will be sent out before the end of the first quarter of each fiscal year.

5.5 Payment of Service Charges

The customer shall pay to the Districts within ten (10) days after the billing date the full amount of that statement.

5.6 Penalty for Late Payment

At any time the customer is fifteen (15) days tardy in payment of any charges due the Districts, the Districts shall assess an interest charge at the rate of one percent (1%) per month on the unpaid balance. The Districts shall further have the right, in its sole discretion, to terminate service to any customer who becomes thirty (30) days or more tardy in payment for scheduled services, following notice and an opportunity for a hearing as outlined herein.

The Districts shall assess to any customer who is tardy in payment of his account, all legal, court, disconnection, and other costs necessary to or incidental to the collection of said account.

Until paid, all such fees, rates, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens.

5.7 Foreclosure Proceedings/Attorney's Fees

At any time it becomes necessary after other efforts (letters, posted notices) to collect delinquent payments of any fee or charge imposed by the Districts under these Rules and Regulations and/or Colorado law are unsuccessful, the Districts may then initiate foreclosure proceedings as provided for by Section 38-33.3-316(11), C.R.S. All of the provisions of these Rules and Regulations to the contrary notwithstanding, all customers/users of the Districts Non-Potable Water System hereby agree to be bound by these Rules and Regulations as a matter of contract and for which there is good and valuable consideration. Further, in the event the Districts shall commence a foreclosure action or proceeding to collect any payments of whatsoever nature due and payable to the Districts, then in said event the party being foreclosed upon agrees hereby to the payment of any and all costs incurred in connection with said foreclosure proceedings including, but not limited to, reasonable attorney's fees which the court shall tax as a part of the

costs of such foreclosure proceedings. In the event payment is made by the customer prior to the foreclosure sale, said attorney's fees and any and all other fees outstanding against the subject account and relating to the subject real property, must also be paid as a pre-condition to the resumption of service to the subject property.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Claims Against the Districts.

In the event any person claims to have suffered an injury of any kind by the Districts or by a director or employee thereof related to the provision of irrigation water services, such person shall, within one hundred eighty (180) days after the discovery of such injury, advise the Manager or the secretary of the Districts by written notice of intent to make a claim. In the notice, such person shall accurately describe the date, time, location and circumstance of the event complained of; the name and address of the person or persons entitled to relief; and name of any individuals involved; a statement of the nature and extent of the injury claimed to have been suffered; and the amount of monetary damages suffered and the relief requested.

6.2. Construction of Rules and Regulations.

6.2.1 Interpretation. Any dispute over interpretation of the Rules and Regulations, or concerning their application in any particular case, shall be submitted to the Board, and their decision shall be final and conclusive.

6.2.2 Headings. The headings which appear in the Rules and Regulations are for the purpose of identification and do not constitute any part of the Rules and Regulations.

6.2.3 Severability. If any provisions of the Rules and Regulations are held invalid for any reason by a court of competent jurisdiction as part of a judgment, judicial decree, court order or otherwise, such adjudication shall not affect in any manner or particular any of the provisions contained in the Rules and Regulations, and the remaining Rules and Regulations shall remain in full force and effect.

6.2.4 Limitation. The Rules and Regulations are implemented by the Board in furtherance of certain rights and powers conferred by statute. The Rules and Regulations are not to be construed as a limitation upon any general or specific powers of the Board, or as an expression by the Board of only certain limited powers which it intends to use.

6.3 Supplement to Law.

The provisions of these Rules and Regulations shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado. To the extent there is a conflict between these Rules and Regulations and the Declaration, the

Declaration shall control except that it is the Owner's and the Executive Board's intention that the documents be read together and harmonized to the extent possible for the effective and efficient operation of the Non-Potable Water System and for the benefit of owners and customers. Amendments to these Rules and Regulations are incorporated into the Declaration by reference.

APPENDIX A-1

IRRIGATION WATER SERVICE LINE CONSTRUCTION, RATES AND CHARGES SCHEDULE

Rules and Regulations

The applicant, contractor, and property owner are responsible for knowledge of all provisions of the Rules and Regulations. The items below are restated for emphasis:

Water Service Lines

Owner's Responsibility

The Operating District is responsible for the maintenance of the water service line, up to and including the curb stop valve or the owner's property line, whichever is closer to the main. The customer is responsible for the maintenance of the remaining portion of the service line serving the property.

Irrigation Water Meters And Remotes

All water service lines shall have an irrigation water meter before irrigation water is turned on. The cost of, and the construction and installation of the pit, yoke and meter pursuant to Appendix A-2 shall be borne by and completed by the customer prior to or contemporaneously with the installation of the front yard landscaping.

All meters must be in accordance with District standards (see attached depiction in Appendix A-2) and the water meter with remote read unit.

It shall be the builder's/contractor's responsibility to protect the meter from freezing or other physical damage during construction. After completion of the construction and acceptance by the owner, it shall be the owner's responsibility to protect the meter from freezing, from damage due to high water pressure (i.e. PRV), and other physical damage.

All meter installations must be in freeze-proof, convenient and easily accessible areas.

Irrigation water will remain turned off at curb stop until irrigation water meter is installed. All irrigation water is to be metered.

SINGLE FAMILY PRIMARY IRRIGATION WATER SERVICE RATES

- Base Rate: \$10.00 per month, per single family residential lot for the Irrigation season. The Irrigation season is approximately May 1 of each year through October 31st.

- Plus \$2.29 per 1,000 gallons for usage per month up to 28,000 gallons.

- Plus \$3.00 per 1,000 gallons for usage over 28,000 gallons per month.

- Plus If monthly use exceeds 35,000 gallons an additional \$3.00 per 1000 gallons shall apply. Thus \$6.00 per 1,000 gallons for usage per month over 35,000 gallons.

Additionally, each lot is allocated a total of 228,000 gallons annually. If any individual lot exceeds this annual gallon allotment a fee will be assessed to enable the District to purchase additional water to cover the additional use. The fee for the additional water will include the actual direct water cost and the administrative costs associated with the acquisition. The acquisition fee shall be in addition to all other fees and fines

APPENDIX A-2

Non-Potable Water Meter and Meter Pit Detail and Layout

The installation of the non-potable water meter and meter pit shall be constructed by the lot purchaser and will be installed as per the Appendix A-2 (see attached diagram).

APPENDIX A-2

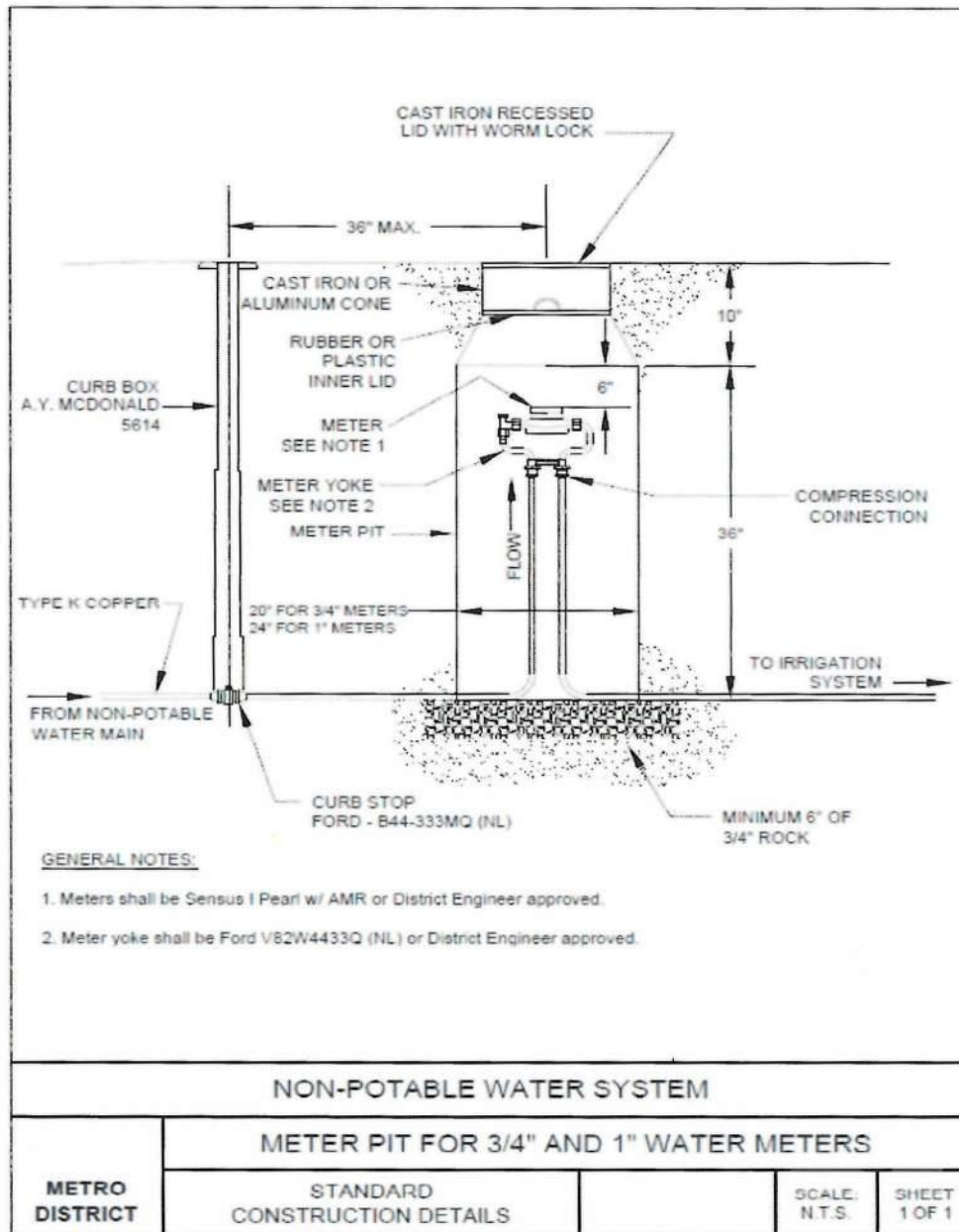


Exhibit B - Golden Eagle Acres Non-Potable System Analysis

Average Irrigation Requirements

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		1.10	1.30	1.80	2.00	1.70	1.20	0.80	
Lot63	Pasture		2.20	2.70	3.60	3.90	3.40	2.30	1.70	
Lot 62	Pasture		1.10	1.30	1.80	2.00	1.70	1.20	0.80	
Lot 63	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Lot 62	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Entries/Park	Fescue		0.00	0.00	0.10	0.10	0.10	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.10	0.00	0.00	0.00	
Lots	Fescue		2.70	3.20	4.30	4.60	4.00	2.80	2.00	
Lots	Planting Beds		0.30	0.40	0.50	0.50	0.50	0.30	0.20	
Lots	Garden		0.50	0.60	0.70	0.80	0.70	0.50	0.30	
Lots	Native		2.10	2.60	3.50	3.80	3.30	2.30	1.60	
Totals			10.2	12.3	16.5	18.2	15.6	10.8	7.6	91.2

Drought Year Irrigation Requirements (with planned conservation)

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Lot 62	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Entries/Park	Fescue		0.00	0.00	0.10	0.07	0.07	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.07	0.00	0.00	0.00	
Lots	Fescue		1.80	3.20	4.30	3.07	2.67	1.87	1.33	
Lots	Planting Beds		0.20	0.40	0.50	0.33	0.33	0.20	0.13	
Lots	Garden		0.33	0.60	0.70	0.53	0.47	0.33	0.20	
Lots	Native		1.40	2.60	3.50	2.53	2.20	1.53	1.07	
Totals			3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83

Average Irrigation Requirements with Amended Prairie Grass/Pasture Grass Irrigation

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	2.70	3.60	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Lot 62	Yard		0.10	0.10	0.10	0.20	0.10	0.10	0.10	
Entries/Park	Fescue		0.00	0.00	0.10	0.10	0.10	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.10	0.00	0.00	0.00	
Lots	Fescue		2.70	3.20	4.30	4.60	4.00	2.80	2.00	
Lots	Planting Beds		0.30	0.40	0.50	0.50	0.50	0.30	0.20	
Lots	Garden		0.50	0.60	0.70	0.80	0.70	0.50	0.30	
Lots	Native		2.10	2.60	3.50	3.80	3.30	2.30	1.60	
Totals			5.8	12.3	16.5	10.3	8.8	6.1	4.3	64.1

Drought Year Irrigation Requirements (with planned conservation) - 45 of 63 Lots Developed

Location	Landscape		April	May	June	July	August	September	October	
	Type									
Outlots	Prairie Grass		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot63	Pasture		0.00	2.70	3.60	0.00	0.00	0.00	0.00	
Lot 62	Pasture		0.00	1.30	1.80	0.00	0.00	0.00	0.00	
Lot 63	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Lot 62	Yard		0.07	0.10	0.10	0.13	0.07	0.07	0.07	
Entries/Park	Fescue		0.00	0.00	0.10	0.07	0.07	0.00	0.00	
Entries/Park	Planting Beds		0.00	0.00	0.00	0.07	0.00	0.00	0.00	
Lots	Fescue		1.29	1.52	2.05	2.19	1.90	1.33	0.95	
Lots	Planting Beds		0.14	0.19	0.24	0.24	0.24	0.14	0.10	
Lots	Garden		0.24	0.29	0.33	0.38	0.33	0.24	0.14	
Lots	Native		1.00	1.24	1.67	1.81	1.57	1.10	0.76	
Totals			2.80	8.74	11.79	5.02	4.25	2.94	2.09	37.62

Water System Yield

Larimer and Weld Irrigation Company

Year	Yield -		
	Yield per Share (ac-ft)	4 shares (ac-ft)	Days
2000	21	84	21
2001	30	120	30
2002	7	28	7
2003	33	132	33
Average	22.75	91	23

Yield of LWIC is early season water, typically May into early July

Larimer and Weld Reservoir Company

Year	Yield -	
	Yield per Share (ac-ft)	4 shares (ac-ft)
2000	14.5	58
2001	6.5	26
2002	5.5	22
2003	12	48
Average	9.625	38.5

Comparison of Supply and Demand

Scenario 1 - Average Demand and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	10.2	12.3	16.5	18.2	15.6	10.8	7.6	91.2
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		62.2			-23.9			

Scenario 2 - Drought Year Demand (Conservation) and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		74.70			14.97			

Scenario 3 - Average Demand with Limited Prairie Grass and Pasture Irrigation and Average Drought Supply (2000 - 2003)

	April	May	June	July	August	September	October	Total
Total Landscape Demand	5.80	12.30	16.50	10.30	8.80	6.10	4.30	64.10
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		91						
Larimer and Weld Reservoir					38.5			
Cecil (Tressel?) Reservoir								
Net		62.20			3.20			

Scenario 4 - Drought Year Demand (Conservation) and 2002 Supply

	April	May	June	July	August	September	October	Total
Total Landscape Demand	3.87	7.00	9.30	6.87	5.87	4.07	2.87	39.83
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		28						
Larimer and Weld Reservoir					22			
Cecil (Tressel?) Reservoir								
Net		11.70			-1.53			

Scenario 5 - Drought Year Demand (Conservation) with 45 of 63 Lots Developed and 2002 Supply

	April	May	June	July	August	September	October	Total
Total Landscape Demand	2.80	8.74	11.79	5.02	4.25	2.94	2.09	37.62
Dry-year Supply (ac-ft)								
Larimer and Weld Irrigation		28						
Larimer and Weld Reservoir					22			
Cecil (Tressel?) Reservoir								
Net		7.48			4.90			

Note: Average Prairie Grass and Pasture demands are left in for May and June in this scenario in case these areas are newly seeded and need to be irrigated to establish grass

Honey Creek Resources, Inc.

MEMORANDUM

TO: ERIC RECKENTINE, NWCWD

FROM: GEORGE OAMEK

DATE: MARCH 3, 2023

SUBJECT: WATER AND PLANT INVESTMENT SURCHARGES (DRAFT)

Introduction and Summary

This memorandum discusses fees and surcharges associated with water allocations and plant investments (PI). Their current levels are discussed, with updates to the Water Allocation surcharge and the PI surcharge presented for the Board's consideration.

To summarize:

- The current Water Allocation Surcharge is \$6.00 per 1,000 gallons, but recent C-BT sales would support an increase to \$7.50, if the Board desires. These levels are about one-third of the District's actual water acquisition cost.
- A new surcharge is proposed for high-volume commercial users, primarily dairies, who use water in excess of their allocations and in excess of their 2022 levels. A surcharge ranging from \$18.51 to \$22.52 per 1,000 gallons is proposed for this increment of usage. The range is based on whether the Board assumes the existing "full price" Water Allocation surcharge based on 2021 C-BT prices, or updates the surcharge based on 2023 C-BT prices. The "full price" term refers to whether the surcharge represents the District's actual water acquisition cost.
- A new surcharge is proposed for usage through residential meters in excess of 3 acre-feet. A similar "full price" surcharge in the range of \$18.51 to \$22.52 is proposed for this misrepresentation of usage.
- Based on the most recent capital improvement schedule and PI Fee, a revised PI Surcharge of \$6.25 per 1,000 gallons is presented for consideration.

Water Allocation Fee and Surcharge

Water Allocation Fee

By District policy, the basis for the water allocation fee has been the value of a Colorado-Big Thompson (C-BT) unit, representing 0.70 acre-feet in an average year. This volume of water is equivalent to one NWCWD tap. Since 2021, the value of a C-BT unit has increased from approximately \$60,000 to \$73,000, or from about \$85,700 per acre-foot to \$104,300 per acre-foot. The current Water Allocation fee aligns with C-BT's 2021 value but is not frequently collected because of revised District policies requiring new development to contribute water rights themselves rather than depending on the District to provide supply.

Water Allocation Surcharge

Prior to 2022, the Water Allocation surcharge was \$2.00 per 1,000 gallons for usage above a customer's allocation. The basis for this level of surcharge was never recorded but is believed to have represented an annualized cost of a C-BT unit when the latter was priced in the \$7,000 per unit range, approximately 2010. This surcharge is applied to customers who exceed their water allocation, regardless of the type of use.

There is a logical basis for using the Water Allocation fee to calculate the surcharge because the fee represents water acquisition costs and the surcharge reflects this acquisition cost on an annual basis. Translating the fee to a volume-based surcharge involves expressing the Water Allocation fee on an annual basis by amortizing the fee over a specified period of time and discount, or interest, rate. The time period is assumed to be 20 years and the discount rate is 3.5 percent, consistent with the debt terms the District experienced with State Revolving Loan funds. These assumptions imply that the annual equivalent fee also includes a finance component that users exceeding their allocation pay to the remainder of the customers in return for the risk of allowing excessive usage.

Current Water Allocation Surcharge

In 2021, the surcharge was recalculated based on a C-BT price of \$60,000 per unit. This cost amortized over 20 years at 3.5% amounts to \$6,031 per year. Dividing this by 325.9 to convert acre-feet to 1,000 gallons results in a volume surcharge of \$18.51 per 1,000 gallons. This fee was adopted by the Board to be applied to new customers moving forward.

Despite reflecting current costs, immediately increasing the Water Allocation surcharge from \$2.00 to \$18.51 per 1,000 gallons for all customers exceeding their allocations represented a very large increase and was considered untenable by the Board. Instead, there was discussion of phasing the increase over several years until it reached the cost-based level. In response, the Board voted to set the surcharge at approximately one-third of this, or \$6.00 per 1,000 gallons, with the option of increasing the surcharge if it proved ineffective.

Updated Water Allocation Surcharge

With the current price of a C-BT unit at approximately \$73,000 per unit, the corresponding "full price" Water Allocation surcharge under the above assumptions would be \$22.52 per \$1,000 gallons. One-third of this equates to approximately \$7.50. Therefore, if the Board desires to update the Water Allocation surcharge under this transition phase, this \$7.50 per 1,000 gallons would be recommended.

Effectiveness of the Water Allocation Surcharge and District Response

Despite a 3-fold increase, the current surcharge of \$6.00 appears ineffective because non-commercial usage, specifically usage for the largest of the dairies, has continued to increase at a rapid rate. There have been many complaints from users about their future economic viability with the \$6.00 surcharge, so there is evidence that it may be effective for many. However, among the largest of those users exceeding their allocations, growth beyond their water allocations has continued.

In response to chronic use beyond water allocations, the District is proposing limiting future usage by the worst of those exceeding their water allocations to their 2022 levels, or some equally representative level of their current demand. Usage in excess of this historical level will be imposed an additional surcharge.

Surcharge for Usage Beyond Current Demand

For consistency with the concept of tying surcharges to the cost of C-BT acquisition, the surcharge associated with exceeding the previous year's usage is recommended to be the "full price" surcharge. With a C-BT price pegged at \$60,000 per unit, this would be \$18.51 per 1,000 gallons; with C-BT price at its current level near \$73,000 per unit, this would be \$22.52 per 1,000 gallons.

Therefore, a large-volume user who exceeds both their allocation and previous year's usage would pay a surcharge of \$6.00 per 1,000 gallons for over usage up to the previous year's level, then pay a surcharge of \$18.51 per 1,000 gallons for usage beyond the previous year's. If current C-BT price levels are considered, these surcharges increase to \$7.50 and \$22.52, respectively.

Surcharge for Misrepresented Usage

In addition to the challenge of users exceeding their water usage allocations, there have been instances in which commercial users have attempted to gain additional capacity and reduce surcharges by incorporating an adjacent residential tap into their own system. This type of misrepresentation of usage is strongly discouraged and a surcharge for usage beyond 3 acre-feet through a residential tap has been proposed. To the extent that it is highly unlikely a residential tap used for residential purposes would exceed 3 acre-feet, this surcharge appears reasonable. District staff has recommended the surcharge be set at the "full-price" level of C-BT prices -- \$18.51 per 1,000 gallons assuming C-BT units at \$60,000 or \$22.52 per 1,000 gallons assuming C-BT units at \$73,000.

Plant Investment Fee and Surcharge

Plant Investment Fee

A Plant Investment (PI) Fee of \$20,250 per tap was approved by the NWCWD Board in their January, 2023 meeting. This was based on the most recent schedule of capital improvements through 2031 and the capacity provided by these improvements. The PI fee is paid by new customers and is intended to reimburse the District for the portion of existing and future infrastructure benefitting new customers.

Plant Investment Surcharge

The current PI surcharge is \$3.95 per 1,000 gallons and is intended to discourage existing customers from using more infrastructure capacity than they have purchased. However, similar to the Water Allocation surcharge, its origin was not recorded.

Although the PI fee and surcharge address capacity, the same volume measures used to calculate Water Allocation surcharges are used to calculate PI surcharges. In this light, basing the PI surcharge on the PI fee appears reasonable. This would involve calculating the PI surcharge in the same manner as the Water Allocation surcharge, specifically amortizing the PI fee over the same time period, at the same discount rate.

Amortizing \$20,250 per tap (or \$28,930 per acre-foot assuming one tap equals 0.70 acre-feet) over 20 years at 3.5 percent results in a surcharge of \$2,035 per acre-foot, \$6.25 per 1,000 gallons.

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

RESIDENTIAL METER OVERUSE SURCHARGE POLICY

- 1. Residential Meter Overuse Surcharge Policy:** The District hereby establishes that in order to reduce demand on the District's water distribution system and to deter water overuse by residential customers, any customer with a residential water tap that exceeds an annual usage of three (3) acre feet shall be required to pay a surcharge in the amount set forth on the District's Fee Schedule, as may be amended from time to time.

- 2. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

RESIDENTIAL NON-POTABLE WATER SYSTEM REQUIREMENT

- 1. Residential Non-Potable Water System Requirement:** The District hereby establishes that in order to reduce demand on the District's water distribution system, all new residential developments requiring a Letter of Intent with more than four (4) lots shall be required to include a separate non-potable water system.
- 2. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

COMMERCIAL METER OVERUSE SURCHARGE POLICY

- 1. Commercial Meter Overuse Surcharge Policy:** The District hereby establishes that in order to reduce demand on the District's water distribution system and to deter water overuse by commercial customers, any customer with a commercial water tap that exceeds the maximum annual usage establish pursuant to this Policy (the "Maximum Annual Usage") shall be required to pay a surcharge in the amount set forth on the District's Fee Schedule, as may be amended from time to time.
- 2. Establishment of Maximum Annual Usage:** The Maximum Annual Usage for each commercial tap shall be established by averaging the use of such tap over the previous five (5) years, less ten percent (10%). In the event a commercial tap has been owned by a customer for less than five (5) years, the Maximum Annual Usage shall be the average use of all previous years the commercial tap is owned by such customer, less ten percent (10%).
- 3. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

13. 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 Litigation with Eagle View Farms, LLC, Severance South Master Meter Development, Larimer & Weld Irrigation Company Ditch Sharing Agreement Issues, and Commercial Meter Overuse Surcharge Policy



MEMORANDUM

TO: Board of Directors
FROM: Zachary P. White
DATE: March 13, 2023
RE: Candidate Forums and Candidate Biographies on District Website

Candidate Forums

- Whether to hold a candidate forum is ultimately at the Board of Director's discretion. Reasons that some boards have chosen to hold forums in the past include the following:
 - A forum can help familiarize the voters with the candidates and their views on issues of importance to the special district.
 - A forum can help educate the public about the election, which might increase voter turnout.
- If the special district generally makes its facilities available to the community, then allowing a candidate forum is probably permissible. The special district should not expend any public moneys to rent/reserve space for a candidate forum.
- It is also important that the special district maintain a neutral position toward all candidates.
 - The Board of Directors can help maintain neutrality by:
 - ensuring that the forum addresses many issues;
 - using a moderator;
 - emphasizing that candidates' statements are their own views and not the positions of the special district or board;
 - stating to the public that sponsorship of the forum is not an endorsement of any candidate; and
 - allotting equal time to all candidates to express their views.
 - Ensuring that all candidates should be invited to participate.
- If the Board of Directors determines to not host a candidate forum, White Bear Ankele Tanaka & Waldron recommends posting notice on the District's website that a candidate forum will not be provided by the District.

Candidate Statements of Interest

- Whether to allow candidate to post statements of interest on the special district's website is ultimately at the Board of Director's discretion.

- Enclosed with this memorandum are example candidate statement letters and form candidate statement for consideration by the Board of Directors.
- If the Board of Directors determines to not to post statements of interest on the District's website, White Bear Ankele Tanaka & Waldron recommends posting notice on the District's website that candidate statements will not be provided by the District.

FORM LETTER REGARDING CANDIDATE STATEMENTS

Dear Candidate:

The Board of Directors of North Weld County Special district (the “District”) has decided to facilitate information on each candidate running for a seat on the board by giving each candidate an opportunity to complete the attached “Candidate Statement” form. The board felt this was an important step to give each candidate an equal opportunity to voice their message as well as allow the voters the ability to learn more about the candidates they are voting on.

If you choose, please submit your completed Candidate Statement and a photo of yourself no later than 6:00 p.m. on _____ to _____. The photo should be a .jpg or .png image no larger than 500x500. Your response will be known as a “Candidate Statement”.

The order of the Candidate Statements will match the order of the candidate names as they appear on the ballot. The views, thoughts, and opinions expressed in the Candidate Statements belong solely to the respective candidate. The District will not review the Candidate Statements for accuracy or provide any additional guidance beyond this email regarding Candidate Statements.

All Candidate Statements will be added to the District website on <https://www.nwcwd.org> If your Candidate Statement is received after the deadline of 6:00 p.m. on _____, it will not be added to the website. If your Candidate Statement is longer than 1,200 words any additional words after 1,200 will be deleted. If your Candidate Statement includes any obscene, or violent language as determined by the Board, it will not be added to the website. To be clear, Candidate Statements or photos that do not meet the requirements of this letter will NOT be posted to the website.

By providing a Candidate Statement, the candidate hereby agrees to indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the “District Indemnitees”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “Claims”), including reasonable legal expenses and attorneys’ fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of any claims relating to the Candidate Statement, including but not limited to Claims made against the District Indemnitees under the Fair Campaign Practices Act.

Sincerely,

Board of Directors, North Weld County Special district

Acknowledgement by Candidate

Signature: _____

Name: _____

Date: _____

FORM CANDIDATE STATEMENT

Name: _____ Address: _____

Why should I be elected to the North Weld County Board of Directors? (Limited to 1200 words)

*Candidates may include a .jpg or .png image no larger than 500x500 to be posted to the website. Please imbed the photo in this Word document.

OPTIONAL:

Provide your email address and/or phone number here if you are okay with residents contacting you directly.

Email Address: _____

Phone Number: _____



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

February 21, 2023

VIA EMAIL

Town Council, Town of Severance
c/o Nicholas Wharton, Town Manager
3 S. Timber Ridge Parkway
Severance, CO 80550
nwharton@townofseverance.org

RE: North Weld County Water District and Town of Severance Cooperation

Dear Town of Severance Council,

North Weld County Water District (the “District”) has had several meetings with the Town of Severance representatives that included the Mayor, Town Council and District board representatives, and management from both organizations in relation to regional master planning, collaborative efforts moving forward, mutual understandings, and other issues. The District’s understanding was that meetings were intended to provide a platform to understand concerns and to work together in a cooperative manner. The District reviewed the latest “Council Corner” statement sent to the residents of the Town as part of its February 2023 newsletter and believes it is important to clear up some statements made pertaining to the District position on future growth and how the Town understands the communications made during our group meetings.

The District wants to remind and bring to the Town’s attention that the District has informed the Town on several occasions that it does not know when or if it will be able to sell additional plant investments to serve new developments in the Town. The master planning effort described in the Town’s statement is the first step. The process will include the Town as a stakeholder in the master planning effort. Following the master planning effort, future capacity sales and future capacity caps will be incorporated in a revised water service agreement with the Town dependent on the master planning results and if approved by the District’s Board of Directors. The model of unlimited plant investment purchases is not sustainable by any identity based on our area's dramatic growth and long-term drought challenges. The District has been working with and discussing with the Town for many years the Cost of Service to provide for future growth and has concerns with the gap between future town treatment projects to manage future growth and District’s ability to serve the region’s growth demands.

Please be reminded as before that should the Town approve any new developments, the District cannot guarantee that water service will be available to serve them at any point in the



NORTH WELD COUNTY WATER DISTRICT

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future. The District would like to and hopefully move forward in a collaborative manner with mutual respect shown between parties in the future.

Sincerely,

Eric Reckentine

NORTH WELD COUNTY WATER DISTRICT

Cc: Keith Martin, Town Attorney