

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

June 8, 2026, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve June 8, 2026, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from May 11, 2026, Meeting**
 - b. Invoices through June 8, 2026**
 - c. Burke Scope of Work SOO Engineering FrH20 Project**
 - d. CSURF Letter C-BT Trade**
 - e. Zone 1 West Reynold Pay Application**
 - f. Pump Station #1 Replacement Project - Moltz Pay Application #6**
 - g. Commitment to Serve Letter – Hidden Lake LLC and Journey Homes LLC Northgate Development**
 - h. One Year Potable Water Use for Non- Potable System Letter Agreements (Ratify)**
 - i. Saddler Development**
 - ii. Wildwing Development**
 - i. Letter of Intent**
 - i. Ward**
 - j. Zone 1 West Land Acquisition**
 - i. Dunamis Consent Agreement (ratify)**
- 6. Action: Consider Approval of NWCWD 2025 Financial Audit, Plante Moran (enclosures)**
- 7. Action: Consider Approval of Temporary Treatment of Wholesale Accounts' NPIC MU Direct Flow Water Supply (enclosures)**

8. Discussion: Town of Eaton Water Supply and Storage Dedication Agreement (enclosures, privileged and confidential)
9. Action: Consider Approval of NWCWD River Bluffs Reservoir New Cache Storage Lease Agreement (enclosures, privileged and confidential)
10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Town Eaton Dedication Agreement and River Bluffs Reservoir Storage Lease.
11. District Manager's Report (enclosures)
 - a. Working with Several Wholesale Customers on Federal Infrastructure Grant Applications
 - b. ELCO Service from NWCWD Connection Letter to ELCO

Other Business:

ADJOURN _____ .M.

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

HELD MAY 11, 2026, AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

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

Attendance

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

Also present were Eric Reckentine and Garrett Mick, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; Alison Gorsevski, Lyons Gaddis, District Special Counsel; Richard Raines and Jan Sitterson, Water Resources; Amy Bryer, The Solution PR; David Balif, resident; and members of the public.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Stout called the meeting to order at 8:30 a.m.

2. Confirmation of Disclosures of Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

3. Action: Approve May 11, 2026, NWCWD Board Meeting Agenda

The Board reviewed the proposed agenda. The following item was added to the agenda under Other Business: ELCO Cost Share – Summit View Pump Station. Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the Board unanimously approved the agenda as amended.

4. Public Comment

David Balif, a member of the Board of the Saddler Ridge Metropolitan District, appeared and indicated his interest in the Non-Potable System Supply Alternatives discussion.

5. Consent Agenda

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified, and adopted, with items (d) and (e) removed for separate discussions:

- a. Minutes from April 13, 2026, Meeting
- b. Financials April 2026
- c. Invoices through May 11, 2026
- f. Stantec On Call Services for 2026
- g. Garney Change Order No. 3 – Eaton Pipeline
- h. Termination Agreement – The Ridge at Harmony Road Filing No. 5
- i. Water and Plant Investment Transfer Requests
 - i. Hergert Land & Cattle
 - ii. Larson Farms LLC
- j. Pay Applications
 - i. Pump Station 1 Pay Application No. 5, Moltz
 - ii. County Road 84 Replacement Project
 - iii. Zone 1 West Transmission Line Pay Application No. 1

New Billing System – Sprypoint SOW and Master Service Agreement and Plante Moran Billing System Integration SOW

Mr. Reckentine described the bidding process for the new billing system, noting that the field was narrowed to two bidders and that Sprypoint can best provide the services needed to rebuild the District’s billing system. Mr. Reckentine explained that a new system is necessary because the current system is too outdated to accommodate the District’s various customer class structures, resulting in excessive journal entries that create accounting issues. The Board discussed the scope of services and the value to be received. Upon a motion by Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously approved the Sprypoint Master Service Agreement and Statement of Work and the Plante Moran Billing System Integration Statement of Work.

6. Action: Consider Approval of NWCWD 2026 Water Supply, Demand and Drought Analysis

Ms. Sitterson presented the 2026 Water Supply, Demand, and Drought Analysis to the Board. Ms. Sitterson reported that 2026 will be a difficult water year and presented the current state of water allocations, supply, and quotas, noting that the model is being updated on an ongoing basis. Ms. Sitterson reported that supply is projected to be adequate for the 2026 water year and recommended implementation of a voluntary residential watering restriction. Upon a motion by Ms. Hennen and seconded by Mr. Nelson, the Board unanimously approved the 2026 Water Supply, Demand, and Drought Analysis and authorized implementation of a voluntary residential watering restriction policy.

7. Discussion: Non-Potable System Supply Alternatives for Saddle Ridge and Wild Wing Developments

Mr. Reckentine presented an overview of the non-potable water supply situation for the Saddle Ridge and Wild Wing developments, estimating that approximately 20 days of non-potable supply remain. Mr. Reckentine recommended using potable water to complete the non-potable water year at the residential indoor rate and recommended that the District be authorized to enter into potable use agreements to be negotiated with the respective developments. Upon a motion by Ms. Hennen and seconded by Mr. Nelson, the Board authorized staff to negotiate and enter into potable use agreements with the Saddle Ridge and Wild Wing developments on terms consistent with the foregoing.

8. District Manager’s Report

a. Commercial Sector Development Review Letters

Mr. Reckentine reported that 28 of 31 commercial sector development review letters are complete. Mr. Reckentine noted that one recipient has already responded and that four additional recipients are expected to come in for discussions.

b. Pump Station 1 Rebuild

Mr. Reckentine reported that the Pump Station 1 rebuild is complete and that startup occurred on May 5, 2026. There is an existing valve issue that may be affecting the pump flow rate related to the pump curve and this is being addressed.

c. Zone 1 West Transmission and Tank 1C Project

Mr. Reckentine reported that construction has commenced on the Zone 1 West Transmission and Tank 1C Project.

d. Eaton Phase III Landowner Issues

Mr. Reckentine reported on outstanding landowner issues related to Eaton Phase III, noting that the Johnson pipeline has been placed back within the easement and that top-soil evaluation on AV Farm is ongoing.

Other Business:

ELCO Cost Share at Summit View Pump Station.

Mr. Reckentine stated that due to the Harmony Interconnect with the City of Greeley, NWCWD will typically not run the Mason Street interconnect in the future; however, ELCO will be required to run the Mason Street Interconnect. ELCO has relied on NWCWD to run the Summit View pump station for the interconnect to function correctly for ELCO. ELCO was informed they need to develop a cost share agreement for the Summit View pump station for future use.

Adjourn

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

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

Secretary for the Meeting

The foregoing minutes were approved on the 8th day of June 2026.

Jehn Water Consultants, Inc.
Water Resources Consulting
Celebrating Over 30 Years of Excellence

348 Lake Dillon Drive
Suite B-1
P.O. Box 144
Dillon, Colorado 80435
(303) 321-8335

April 2, 2026

Mr. Eric Reckentine
32825 CR 39
Lucerne, CO 80646

Via email: ericr@nwcwd.org

Re: Scope of Services for Water Rights Consulting for North Weld County Water District

Dear Mr. Reckentine:

Thank you for requesting a Scope of Service to provide water rights support in the Water District's objection to Case No. 25CW3152. Based on our conversation last week, it is my understanding that we will be providing technical support for your water counsel in this Case.

We will provide the work at our normal hourly rates plus expenses, see attached, on a monthly basis as work progresses with net amounts due within 30 days of billing. Interest at the rate of one and one-half percent (1 1/2%) per month will be charged on all accounts over thirty days past due.

If this Scope of Service is acceptable, please sign below and return a copy to our office along with a retainer for \$1,000. We will begin work immediately upon receiving approval from you to proceed along with the retainer.

If you have any questions, please do not hesitate to call.

Sincerely,

JEHN WATER CONSULTANTS, INC.



Gina L. Burke
President

Name: _____

Title: _____



**SCHEDULE OF HOURLY RATES AND EXPENSES
EFFECTIVE JANUARY 1, 2026**

CLASSIFICATION

Principal Hydrologist	\$250.00
Project Manager	\$185.00
GIS Analyst	\$150.00
Staff Hydrologist/Geologist	\$125.00
Administration	\$90.00
Expert Witness	\$285.00

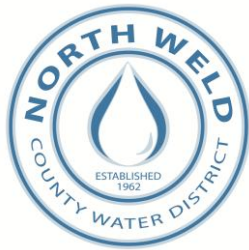
OTHER CHARGES

JWC EQUIPMENT AND MATERIAL: Use of equipment owned by JWC will be invoiced at fixed unit rates. A summary of these rates will be provided upon request.

PROJECT SUPPLIES AND SPECIALTY EQUIPMENT: All project related expenses, material costs, field supplies, freight and shipping, telephone, reproductions and the costs associated with the rental of specialized equipment will be charged at cost plus 15%.

Project mileage will be billed accordingly.

The above rates are effective through December 2026.



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

May 7, 2026

Mr. Brian Hood
Real Estate Specialist
Colorado State University Research Foundation
2537 Research Blvd.
Fort Collins, CO 80526

RE: 2026 Trade Shortfall of North Poudre Ag Water

Dear Brian,

Thank you for talking with me about the CSURF – North Weld trade on May 4, 2026. North Weld recognizes the challenges caused by the historic low North Poudre Ag water allocation and North Poudre's inability to deliver water to parts of its service area this year. This is the first year that North Weld did not have enough Ag water to equal the trade amount.

You asked if CSURF could receive some form of credit. We reviewed the agreement, and it is silent on credit. However, North Weld would like to propose the following approach to make CSURF whole.

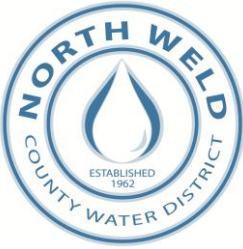
2025-2026 Trade

1. CSURF transferred 700 acre-feet of C-BT to North Weld in October 2025.
2. The NPIC Ag allocation is 0.5 acre-feet per share, which means North Weld only has 417.75 acre-feet of Ag water to transfer to CSURF this year.
3. This is consistent with Paragraph 3 of the Agreement where North Weld transfers the actual yield of its Ag water, up to the amount of the trade.

2026-2027 Trade

1. CSURF will transfer only 400 acre-feet of C-BT to North Weld in October 2026.
2. As a North Poudre Board member, I will advocate for better management to return to an Ag Allocation of 1.0 acre-feet per share in 2027.
3. North Weld will transfer 700 acre-feet of Ag water to CSURF in 2027.

Although not ideal, this proposal will make CSURF whole next year. North Weld values the trade relationship with CSURF and respectfully requests some flexibility for these unprecedented conditions.



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

If this proposal is acceptable to CSURF, please let me know.

Sincerely,

Eric Reckentine

Eric Reckentine
District Manager
North Weld County Water District

APPLICATION AND CERTIFICATION FOR PAYMENT

CC/CA/Accountant Initials Purchase Order Number DATE PAYMENT IS DUE..... DATE PAYMENT IS TO BE MAILED..... TIME REMAINING ON CONTRACT	13-Apr-25 14-Apr-25 486 DAYS	PROJECT NUMBER..... N/A NOTICE TO PROCEED..... 13-Apr-26 INITIAL CONTRACT TIME PERIOD..... 520 TOTAL TIME EXTENSIONS..... 15 CONTRACT COMPLETION DATE..... 30-Sep-27 Today's DATE..... 1-Jun-26	CONTRACTOR..... Reynolds Construction LLC BONDING COMPANY NAME..... Travelers Casualty and Surety Company of America BONDING COMPANY ADDRESS..... One Tower Square Hartford, CT 06183 William Karlechner, III INSURANCE EXPIRATION DATE..... 4/28/2027
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CHANGE ORDER SUMMARY

NUMBER	DATE APPROVED	ADDITIONS	DEDUCTIONS	NET CHANGE	DAYS
1	4/13/2026	\$350,652.00	\$30,923.00	\$319,729.00	0
2		\$0.00	\$0.00	\$0.00	
3		\$0.00	\$0.00	\$0.00	
4		\$0.00	\$0.00	\$0.00	
5		\$0.00	\$0.00	\$0.00	
6		\$0.00	\$0.00	\$0.00	
7		\$0.00	\$0.00	\$0.00	
8		\$0.00	\$0.00	\$0.00	
9		\$0.00	\$0.00	\$0.00	
10		\$0.00	\$0.00	\$0.00	
11		\$0.00	\$0.00	\$0.00	
12		\$0.00	\$0.00	\$0.00	
TOTALS:		\$350,652.00	\$30,923.00	\$319,729.00	0

NET CHANGE BY CHANGE ORDERS \$319,729.00
 THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT CONTINUATION SHEET, ATTACHED

1. ORIGINAL CONTRACT SUM.....	\$21,895,990.00
2. NET CHANGE BY CHANGE ORDERS.....	\$319,729.00
3. CONTRACT SUM TO DATE (LINE 1 +/ - 2).....	\$22,215,719.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$ 464,926.50
5. RETAINAGE:	23246.28
a. 5% OF COMPLETED & STORED WORK.....	\$23,246.28
b. ADDNL RETAINAGE FOR DEFECTS OR CLAIMS.....	\$0.00
TOTAL RETAINAGE.....	\$23,246.28
6. TOTAL EARNED LESS RETAINAGE.....	\$ 441,679.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$113,428.10
8. CURRENT PAYMENT DUE.....	\$ 328,251.13
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$21,774,039.77
10. PERCENT COMPLETED TO DATE.....	2%

North Weld County Water District



BY: _____ DATE: _____
 Operations Manager: Garret Mick

North Weld County Water District

BY: _____ DATE: _____
 District Manager: Eric Reckenstine

North Weld County Water District

BY: _____ DATE: _____
 Board President: Tad Stout

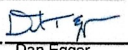
CONTRACTOR:  

BY: _____ DATE: 6/01/2026
 PRINT NAME: JP Connolly

CONSTRUCTION MANAGER: _____
 Dimesco, LLC

BY: _____ DATE: 6/1/2026
 PRINT NAME: Robert Barrozo

ENGINEER _____
 Dimesco, LLC

BY:  _____ DATE: 6/1/2026
 PRINT NAME: Dan Egger

NOTE: AN UPDATED PROGRESS SCHEDULE MUST ACCOMPANY PAY REQUEST.

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

**NWCWD
Pump Station #1 Repairs
PARTIAL PAYMENT ESTIMATE**

Project NO: 25-15
PARTIAL PAYMENT EST NO. 6
PAGE 1 OF 2

OWNER: NWCWD	CONTRACTOR: Moltz Construction, Inc.	PERIOD OF ESTIMATE FROM : 5/1/25 to 6/1/26
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CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	Agency Approval Date	AMOUNT			
		Additions	Deductions		
1	8/29/2025	\$16,165.00		1. Original Contract	\$1,557,419.00
2	4/13/2026	\$5,119.00		2. Change Orders	\$16,830.00
3	5/21/2026	-\$4,454.00		3. Revised Contract (1&2)	\$1,574,249.00
				4. Work Completed *	\$1,557,419.00
				5. Stored Materials*	\$0.00
				6. Subtotal (4 & 5)	\$1,557,419.00
				7. Retainage* (5%)	\$77,870.95
				8. Previous Payments	\$1,438,674.30
TOTALS		\$16,830.00	\$0.00	9. Amount Due (6-7-8)	\$40,873.75
				*Detailed breakdown attached -	

CONTRACT TIME

Original Calendar Days =	0	Start Date =	July 14, 2025
Revised Calendar Days =	0	Project Completion =	June 1, 2026
Remaining Calendar Days =	0	On Schedule:	YES NO

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

Contractor: **Moltz Construction, Inc.**
By Franklin Bors Digitally signed by Franklin Bors
DN: cn=Franklin Bors, o=Moltz Construction Inc., ou=Franklin Bors
Date: 2025.05.14 10:04:51 -0500 Date 5/14/2026

ENGINEER'S APPROVAL:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: **Ditesco**
By  Date 5/15/2026

APPROVED BY OWNER;

Advisor: **NWCWD**
By _____ Date _____

PERIOD Thursday, May 1, 2025
 FROM: Monday, June 1, 2026
 TO:

PROJECT: Pump Station #01 Repairs

APPLICATION DATE:

5/14/2026

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
General - Phase 1														
1.01	Mobilization	LS	1	\$17,719.00	\$17,719.00			100.00	17,719.00			17,719.00	100.00%	100.00%
1.02	General Conditions	LS	1	\$35,437.00	\$35,437.00			100.00	35,437.00			35,437.00	100.00%	100.00%
Phase 1 Site Work														
1.03	Remove and Replace Chain Link Fence	LF	120	\$50.00	\$6,000.00			100.00	6,000.00			6,000.00	100.00%	100.00%
1.04	Restore Gravel Surfacing	LS	1	\$8,194.00	\$8,194.00			100.00	8,194.00			8,194.00	100.00%	100.00%
1.05	Remove and Replace Double Door Frame	LS	1	\$20,287.00	\$20,287.00			100.00	20,287.00			20,287.00	100.00%	100.00%
1.06	Remove and Replace Single Door Frame	LS	1	\$11,453.00	\$11,453.00			100.00	11,453.00			11,453.00	100.00%	100.00%
Phase 1 Mechanical Work														
1.07	Remove Ex. DIP and Demo Supports	LS	1	\$39,303.00	\$39,303.00			100.00	39,303.00			39,303.00	100.00%	100.00%
1.08	Remove Ex. 16" Pump Flow Control Valve	EA	1	\$2,778.00	\$2,778.00			100.00	2,778.00			2,778.00	100.00%	100.00%
1.09	Remove Ex. Valve and Accessories as shown	LS	1	\$2,919.00	\$2,919.00			100.00	2,919.00			2,919.00	100.00%	100.00%
1.10	Blind Flange Test Ex. Piping	LS	1	\$65,788.00	\$65,788.00			100.00	65,788.00			65,788.00	100.00%	100.00%
1.11	New DIP and Concrete Support	LS	1	\$112,148.00	\$112,148.00			100.00	112,148.00			112,148.00	100.00%	100.00%
1.12	Remove and Replace Damaged Grating Sections	LS	1	\$10,362.00	\$10,362.00			100.00	10,362.00			10,362.00	100.00%	100.00%
1.13	Disinfect and New Piping Pressure Test	LS	1	\$10,311.00	\$10,311.00			100.00	10,311.00			10,311.00	100.00%	100.00%
Phase 1 Electrical Work														
1.14	Temp Electrical Restoration to Building and Pump 1&2	LS	1	\$64,829.00	\$64,829.00			100.00	64,829.00			64,829.00	100.00%	100.00%
General - Phase 2														
2.01	Mobilization	LS	1	\$49,996.00	\$49,996.00			100.00	49,996.00			49,996.00	100.00%	100.00%
2.02	General Conditions	LS	1	\$99,909.00	\$99,909.00			100.00	99,909.00			99,909.00	100.00%	100.00%
Phase 2 Mechanical Work														
2.03	Remove Existing Pipe Restraints Pump 1&2	LS	1	\$5,296.00	\$5,296.00			100.00	5,296.00			5,296.00	100.00%	100.00%
2.04	Install New Pipe Restraints Pumps 1&2	LS	1	\$15,082.00	\$15,082.00			100.00	15,082.00			15,082.00	100.00%	100.00%
2.05	Remove and Replace Ex. 20" BFV Pump 1&2	EA	2	\$26,843.00	\$52,846.00			100.00	52,846.00			52,846.00	100.00%	100.00%
2.06	Remove and Replace Ex. 14" BFV Pump 1&2	EA	2	\$11,594.00	\$23,188.00			100.00	23,188.00			23,188.00	100.00%	100.00%
2.07	Remove and Replace Ex. 14" FCA Pump 1&2	EA	2	\$5,886.00	\$11,772.00			100.00	11,772.00			11,772.00	100.00%	100.00%
2.08	Remove and Replace Ex. 20" FCA Pump 1&2	EA	2	\$8,446.00	\$16,892.00			100.00	16,892.00			16,892.00	100.00%	100.00%
2.09	Remove Ex. 14" Pump Control Valve Pumps 1&2	EA	2	\$2,656.00	\$5,312.00			100.00	5,312.00			5,312.00	100.00%	100.00%
2.10	Procure and Install New 14" CV Pumps 1&2	EA	2	\$21,266.00	\$42,532.00			100.00	42,532.00			42,532.00	100.00%	100.00%
2.11	Procure and Install New Pressure Devices	LS	1	\$14,027.00	\$14,027.00			100.00	14,027.00			14,027.00	100.00%	100.00%
2.12	Procure and Install 36" Suction Piping	LS	1	\$138,651.00	\$138,651.00			100.00	138,651.00			138,651.00	100.00%	100.00%
2.13	Procure and Install 24" Suction Piping	LS	1	\$57,899.00	\$57,899.00			100.00	57,899.00			57,899.00	100.00%	100.00%
2.14	Procure and Install 24" BFV	EA	1	\$30,791.00	\$30,791.00			100.00	30,791.00			30,791.00	100.00%	100.00%
2.15	Procure and Install 24" FCA Pump 3	EA	1	\$7,576.00	\$7,576.00			100.00	7,576.00			7,576.00	100.00%	100.00%
2.16	Procure and Install 24x12" Ecc. Rdcr. Pump 3	EA	1	\$12,236.00	\$12,236.00			100.00	12,236.00			12,236.00	100.00%	100.00%
2.17	New Pump Concrete Pad	LS	1	\$7,098.00	\$7,098.00			100.00	7,098.00			7,098.00	100.00%	100.00%
2.18	Reinstall Pump 3	LS	1	\$6,892.00	\$6,892.00			100.00	6,892.00			6,892.00	100.00%	100.00%
2.19	Procure and Install new 10x16" Rdcr Pump 3	EA	1	\$6,301.00	\$6,301.00			100.00	6,301.00			6,301.00	100.00%	100.00%
2.20	Procure and Install New 16" CV Pump 3	EA	1	\$28,577.00	\$28,577.00			100.00	28,577.00			28,577.00	100.00%	100.00%
2.21	Procure and Install New 16" FCA Pump 3	EA	1	\$6,624.00	\$6,624.00			100.00	6,624.00			6,624.00	100.00%	100.00%
2.22	Procure and Install New 16" BFV Pump 3	EA	1	\$12,687.00	\$12,687.00			100.00	12,687.00			12,687.00	100.00%	100.00%
2.23	Procure and Install New 16" Discharge Piping Pump 3	LS	1	\$32,273.00	\$32,273.00			100.00	32,273.00			32,273.00	100.00%	100.00%
2.24	Procure and Install New Galv. Pipe Supports	EA	3	\$3,472.00	\$10,416.00			100.00	10,416.00			10,416.00	100.00%	100.00%
2.25	Disinfect and Pressure Test	LS	1	\$10,050.00	\$10,050.00			100.00	10,050.00			10,050.00	100.00%	100.00%
2.26	Prep and Coat all DIP	LS	1	\$98,252.00	\$98,252.00			100.00	98,252.00			98,252.00	100.00%	100.00%
2.27	Start Up and Test	LS	1	\$5,246.00	\$5,246.00	50.00	2,623.00	50.00	2,623.00			5,246.00	100.00%	100.00%
2.28	Allowance (See Allowances below for Detail)	LS	1	\$25,000.00	\$25,000.00	17.82	4,454.00	82.18	20,546.00			25,000.00	100.00%	100.00%
Phase 2 Electrical Work														
2.29	Demo Ex. MCC	LS	1	\$8,854.00	\$8,854.00			100.00	8,854.00			8,854.00	100.00%	100.00%
2.30	New Power Panel	EA	1	\$36,031.00	\$36,031.00			100.00	36,031.00			36,031.00	100.00%	100.00%
2.31	Transformer	EA	1	\$6,655.00	\$6,655.00			100.00	6,655.00			6,655.00	100.00%	100.00%
2.32	LP Panel	EA	1	\$6,195.00	\$6,195.00			100.00	6,195.00			6,195.00	100.00%	100.00%
2.33	125 Hp VFD	EA	2	\$40,195.00	\$80,390.00			100.00	80,390.00			80,390.00	100.00%	100.00%
2.34	250 Hp VFD	EA	1	\$69,121.00	\$69,121.00			100.00	69,121.00			69,121.00	100.00%	100.00%
2.35	New Interior Light Fixtures	EA	4	\$1,559.00	\$6,236.00			100.00	6,236.00			6,236.00	100.00%	100.00%
2.36	Electrical Conduit and Wiring	LS	1	\$35,682.00	\$35,682.00			100.00	35,682.00			35,682.00	100.00%	100.00%
2.37	Control Conduit/ Wiring	LS	1	\$11,339.00	\$11,339.00			100.00	11,339.00			11,339.00	100.00%	100.00%
2.38	Start up and Testing	LS	1	\$35,948.00	\$35,948.00	100.00	35,948.00					35,948.00	100.00%	100.00%
2.39	ARC Flash Study Stickers	LS	1	\$20,019.00	\$20,019.00			100.00	20,019.00			20,019.00	100.00%	100.00%
Totals					\$1,557,419.00		43,025.00		\$1,514,394.00			\$1,557,419.00	100.00%	100.00%
Change Orders														
1	Replace all North Grating	LS	1	\$16,165.00	\$16,165.00			100.00	16,165.00			16,165.00	100.00%	100.00%
2	Additional Security	LS	1	\$5,119.00	\$5,119.00	100.00	5,119.00					5,119.00	100.00%	100.00%
3	Allowance Credit	LS	1	-\$4,454.00	-\$4,454.00	100.00	-4,454.00					-4,454.00	100.00%	100.00%
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
Totals					\$1,574,249.00		43,690.00		\$1,530,559.00			\$1,574,249.00	100.00%	100.00%
Allowances (Reflected in SOV Item #2.28)														
PCO - 001	Paint Pump Pads	LS	1	\$2,226.00	\$2,226.00			100.00	2,226.00			2,226.00	100.00%	100.00%
PCO - 002	NW Corner Restraints	LS	1	\$10,010.00	\$10,010.00			100.00	10,010.00			10,010.00	100.00%	100.00%
PCO - 004	Credit to Remove Gravel Resurfacing Material	LS	1	-\$2,500.00	-\$2,500.00			100.00	-2,500.00			-2,500.00	100.00%	100.00%
PCO - 005	Apply Coating to Pipe Pit Walls	ls	1	\$10,810.00	\$10,810.00			100.00	10,810.00			10,810.00	100.00%	100.00%

APPLICATION FOR PAYMENT

APPLICATION NO.:

6

PERIOD Thursday, May 1, 2025
 FROM: Monday, June 1, 2026
 TO:

PROJECT: Pump Station #01 Repairs

APPLICATION DATE:

5/14/2026

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
	Totals				\$20,546.00		\$20,546.00		\$20,546.00			20,546.00	100.00%	100.00%



NORTH WELD COUNTY WATER DISTRICT

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June 3, 2026

Hidden Lake Investments LLC & Journey Homes LLC, Developer
7251 W. 20th Street, L-200
Greeley, CO 80634

Morgan Kidder – Journey Homes LLC, Agent
7251 W. 20th Street, L-200
Greeley, CO 80634

Subject: Water Service Request, Hidden Lake Investments LLC & Journey Homes LLC Property, 671-Lot Subdivision Tap Request

This Letter of Intent (the “Letter”) is in response to your inquiry regarding water service from North Weld County Water District (the “District”) to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the “Property”). Hidden Lake Investments LLC & Journey Homes LLC shall be referred to herein as the “Developer”.

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

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



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within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District. The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. Water Surcharge. Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. Rate Differential Charge. Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.
17. Developer acknowledges that the Property is located within the service area of the Town of Severance. Developer shall provide written consent for the District to provide service to the Property from the Town of Severance as required by Section 11.2 of the Amended and Restated Water Service Agreement between the District and the Town of Severance.

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

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

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

Hidden Lake Investments LLC

By: [Signature]
Name: LARRY S. BUCKENDORF
Its: AUTHORIZED AGENT

6/3/26
Date

Journey Homes LLC

By: [Signature]
Name: LARRY S. BUCKENDORF
Its: AUTHORIZED AGENT

6/3/26
Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Parcel A:

PT SW4 35-7-67 LOT B REC EXEMPT RECX18-0146, County of Weld, State of Colorado.

Parcel B:

PT W2 35-7-67 LOT B AMD REC EXEMPT 1AMRECX18-02-3293, County of Weld, State of Colorado.

Parcel C:

PT SW4 35-7-67 LOT A REC EXEMPT RECX18-0146, County of Weld, State of Colorado.

Parcel D:

PT W2 35 7 67 BEG S16D46'E 1572.38' OF NW COR SEC TO POB S58D59'E 1037.56' S07D02'E 744.85' S19D27'E 447.22' S30D26'E 971.34' S02D23'E 468.68' S20D38'W 230.86' S32D08'W 171.11' N88D49'W 551.54' N88D49'W 139.77' N49D55'W 134.56' N25D24'W 311.58' N28D14'W 360.32' N37D11'W 264.95' N22D25'W 739.13' N10D32'W 378.6' N24D43'W 149.77' N16D22'W 654.35' N31D32'E 741.57' TO BEG EXC N18D44'W 569.17' N29D10'E 741.57' S20D15'E 166.25' S56D06'W 88.85' S25D23'W 218' S34D56'W 197.33' S08D12'W 228.64' S05D25'E 231.96' S18D44'E 171.53' S28D49'E 256.29' S11D51'E 239.45 S17D30'E 326.74' S23D35'E 197.81' S24D47'E 197.52' S30D09'E 174.46' S37D53'E 225.05' S35D41'E 227.32' S32D04'E 200.54' S19D25'E 109.75' S31D48'E 118.47' S56D43'E 99.83' S88D34'E 206.20' N51D57'E 93.14' S75D19' 122.25' N86D48' 93.64' N78D25'E 83.34' N71D33'E 80.98' N46D09'E 91.20' N24D53'E 140.39' N37D08'E 64.78' N23D25'E 79.61' N02D32'W 102.78' N13D18'W 147.99' N18D24'W 165.72' N35D02'W 158.67' N28D56'W 158.51' N31D45'W 255.49' N48D19'W 80.35' N30D02'W 169.51' N30D44'W 181.72' N21D10'W 178.88' N19D16'W 197.51' N17D56'W 225.30' N10D08'W 135.26' N07D52'W 167.55' N15D18'W 59.67' N12D29'W 47.62' N39D11'E 39.02' N80D35'E 49.26' S09D24'E 630.33' S21D49'E 447.22' S32D49'E 971.34' S04D46'E 468.68' S18D16'W 230.86' S29D46'W 171.11' S88D47'W 691.31' N52D17'W 134.56' N27D46'W 311.58' N30D36'W 360.32' N39D34'W 264.95' N24D47'W 739.13' N12D54'W 378.60' N27D06'W 149.77' N18D44'W 85.17', County of Weld, State of Colorado.

(Street Address: 10201 CR 74, Severance, CO)

Weld County Parcel Numbers: 070535300004, 070535200008, 070535300003, & 070535300002

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

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

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	Subject to Dedication	Meter Set Fee Per Tap	\$2,400
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (6 miles)	\$3,000		
TOTAL Up-Front COSTS PER TAP		\$27,300 Full Standard Tap	
<ul style="list-style-type: none"> The amount of Raw Water to be dedicated to the District will be finalized after the Plan Review stage. A continuous North/South Line Extension is required to serve the 671-Lot Subdivision. The Line Extension required is approximately 3.5-miles of minimum 16-inch waterline, as shown in Exhibit D. Agent/Owner will be required to submit a Plan Review to progress with the Line Extension and Subdivision Infrastructure. See Paragraph 15 above and the workflow diagram available at nwcwd.org for details. The required Line Extension, and minimum 8-inch waterlines throughout the Subdivision, will provide 1,500 gpm Fire Flow to the Subdivision. Short hydrant laterals can remain 6-inch. 			
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		70 psi to 95 psi	
Maximum Pressure		110 psi	

Table No. 3 – Usage Rates and Fees

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

Table No. 4 – Plant Investment Surcharge Rates

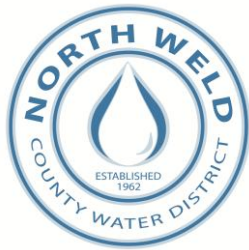
All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



North Weld County Water District water service is available, according to the terms of this letter, to:
Proposed 671-Lot Subdivision located at 10201 CR 74.

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

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



NORTH WELD COUNTY WATER DISTRICT

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May 13, 2026

Saddler Ridge Metropolitan District
c/o Public Alliance
7555 E. Hampden Ave., Suite 501
Denver, CO 80231

Via Email

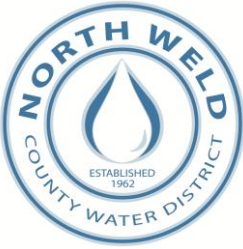
Re: Saddler Ridge Metropolitan District – 2026 Temporary Potable Water Use

To the Board of the Saddler Ridge Metropolitan District:

North Weld County Water District (“North Weld”) has historically delivered non-potable water sourced from the Cache la Poudre River basin to supply the non-potable irrigation system serving the Saddler Ridge development (“NP System”). Due to severe drought conditions, widespread water shortages are expected into the 2026 irrigation season. As a result, there is a high likelihood that North Weld’s non-potable supplies will yield very little water this year, which in turn could significantly limit operation of the NP System.

In acknowledgement of the unprecedented shortages, North Weld’s Board of Directors are willing to deliver potable water to the NP System on a temporary, emergency basis, subject to the following terms:

- North Weld will charge for potable water deliveries under its potable water service rate schedule. If non-potable water supply becomes available and is delivered to the NP System, North Weld will charge for non-potable water deliveries at non-potable water rates.
- Irrigation water delivered through the NP System, including water derived from potable water supplies, will not comply with drinking water standards. All water must be used for irrigation only.
- The Saddler Ridge Metropolitan District (“Metro District”) will take reasonable measures to limit water usage in response to on-going drought conditions. Should North Weld impose more stringent drought restrictions, the Metro District will comply with all such restrictions.
- North Weld does not guarantee the amount or timing of potable water deliveries to the NP System.
- Except as expressly provided herein, nothing herein modifies the water service agreement(s), as amended, between North Weld and the Metro District, nor any rules, regulations, policies, or guidelines of North Weld.



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North Weld retains the right to determine the duration, source, and volume of all water deliveries. North Weld may cease deliveries if it determines, in its sole discretion, that the available water supply is unreliable and/or there is a risk of damage to the NP System. North Weld's offer to provide potable water supply to the NP System this year is intended as a courtesy and does not establish a precedent.

If these terms are acceptable to the Metro District, please countersign below.

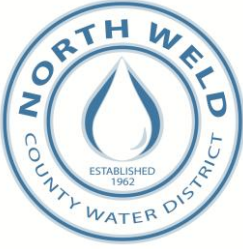
Sincerely,

Eric Reckentine
Eric Reckentine
General Manager

Acknowledgement

By: Ken Jochims
Title: President
Saddler Ridge Metropolitan District

cc:
Ryan Stevens, District Manager
David Bayliff, Secretary



NORTH WELD COUNTY WATER DISTRICT

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May 13, 2026

WildWing Metropolitan District
c/o Pinnacle Consulting Group, Inc.
550 W. Eisenhower Blvd.
Loveland, CO 80537

Via Email

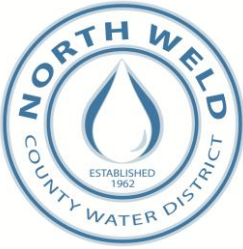
Re: WildWing Metropolitan District – 2026 Temporary Potable Water Use

To the Board of the WildWing Metropolitan District:

North Weld County Water District (“North Weld”) has historically delivered non-potable water sourced from the Cache la Poudre River basin to supply the non-potable irrigation system serving the Wild Wing development (“NP System”). Due to severe drought conditions, widespread water shortages are expected into the 2026 irrigation season. As a result, there is a high likelihood that North Weld’s non-potable supplies will yield very little water this year, which in turn could significantly limit operation of the NP System.

In acknowledgement of the unprecedented shortages, North Weld’s Board of Directors are willing to deliver potable water to the NP System on a temporary, emergency basis, subject to the following terms:

- North Weld will charge for potable water deliveries under its potable water service rate schedule. If non-potable water supply becomes available and is delivered to the NP System, North Weld will charge for non-potable water deliveries at non-potable water rates.
- Irrigation water delivered through the NP System, including water derived from potable water supplies, will not comply with drinking water standards. All water must be used for irrigation only.
- The WildWing Metropolitan District (“Metro District”) will take reasonable measures to limit water usage in response to on-going drought conditions. Should North Weld impose more stringent drought restrictions, the Metro District will comply with all such restrictions.
- North Weld does not guarantee the amount or timing of potable water deliveries to the NP System.
- Except as expressly provided herein, nothing herein modifies the water service agreement(s), as amended, between North Weld and the Metro District, nor any rules, regulations, policies, or guidelines of North Weld.



NORTH WELD COUNTY WATER DISTRICT

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North Weld retains the right to determine the duration, source, and volume of all water deliveries. North Weld may cease deliveries if it determines, in its sole discretion, that the available water supply is unreliable and/or there is a risk of damage to the NP System. North Weld's offer to provide potable water supply to the NP System this year is intended as a courtesy and does not establish a precedent.

If these terms are acceptable to the Metro District, please countersign below.

Sincerely,

Eric Reckentine
Eric Reckentine
General Manager

Acknowledgement

By:
Title:
WildWing Metropolitan District

cc:
Tiffany Skoglund, District Manager
John Troka, Board President
Scott Robinson, Town of Timnath



NORTH WELD COUNTY WATER DISTRICT

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June 1, 2026

Beau & Jennifer Ward, Developer
1875 Fiji Ct.
Windsor, CO 80550

Travis Tucker – Dynamic Homes of Colorado Inc., Agent
37225 CR 29
Eaton, CO 80615

Subject: Water Service Request, Ward Property, Single Family Residential Tap Request

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

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

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



NORTH WELD COUNTY WATER DISTRICT

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

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

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

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Acknowledgement and Agreement by Developer

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

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

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

Beau Ward

_____ Date

Jennifer Ward

_____ Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot A of Family Farm Division FFD24-0034, according to the map recorded July 9, 2025 at Reception No. 5040324, situate in the South Half of Section 34, Township 7 North, Range 65 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: 21729 CR 74, Eaton, CO)

Weld County Parcel Number: 070934400007

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

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

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

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

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

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

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

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

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

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

II. General Requirements for all Water Rights Dedications

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

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

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

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



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

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

Table No. 2 – District Tap Fees

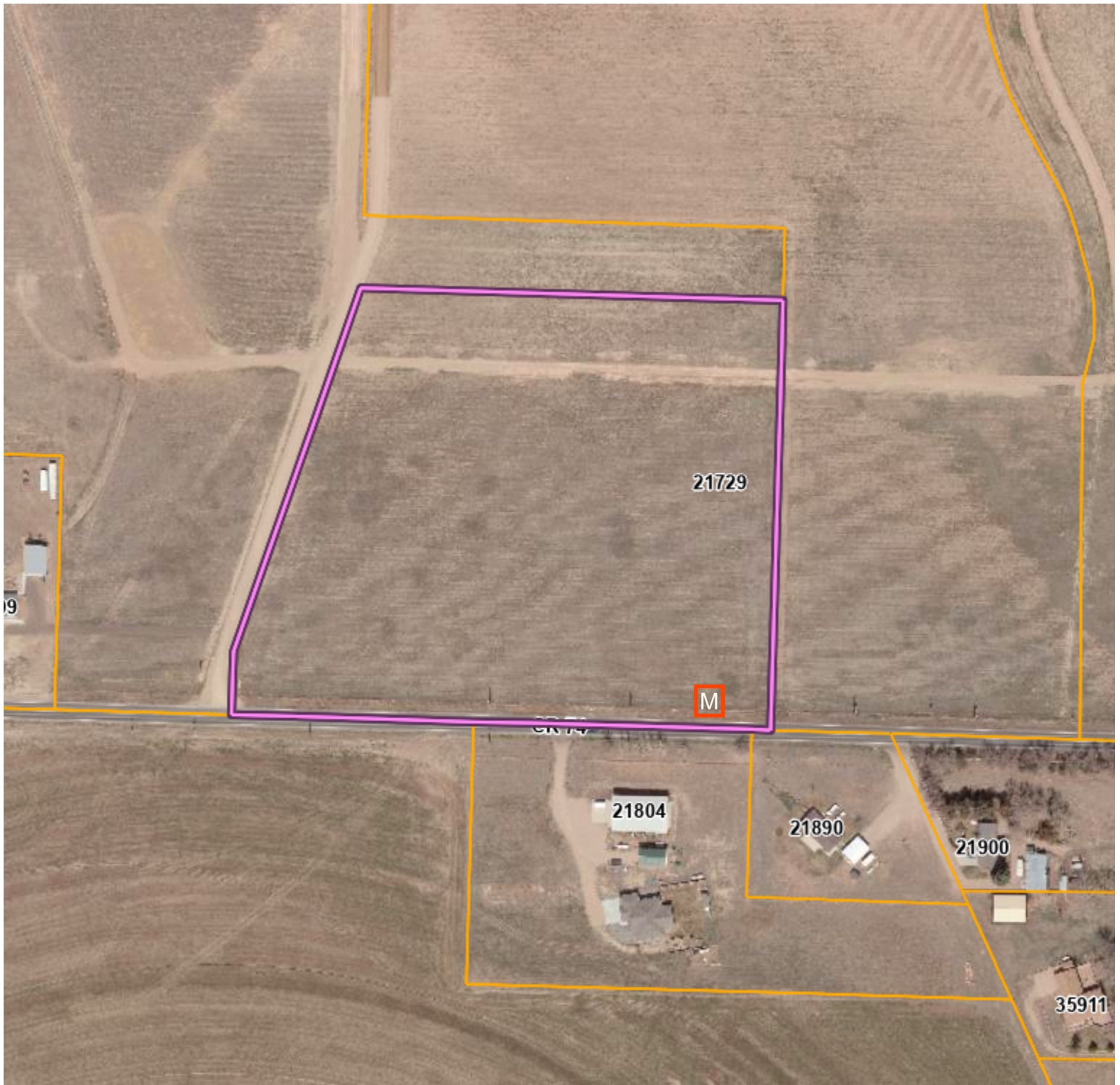
TAP FEES (Assumed for Full Standard Tap)	INSTALLATION COST
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	Meter Set Fee Per Tap \$12,500
Base Portion of Plant Investment Fee	
Distance Portion of Plant Investment Fee (18 miles)	
TOTAL Up-Front COSTS PER TAP	\$116,900 Full Standard Tap \$98,525 75% Tap*
*Per the District's Tap Fee Schedule, this parcel qualifies for a 75% Tap because the Developer has an active Well Permit (Permit # 336267) for outside water use on the parcel.	
See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details	
Price is valid for ten (10) business days from receiving this Letter.	
Minimum Pressure	35 psi
Normal Pressure Range	35 psi to 45 psi **LOW PRESSURE AREA**
Maximum Pressure	80 psi
This request is in a Low-Pressure Zone with pressures ranging from 35 psi to 45 psi. Pressures below 45 psi are considered inadequate for household use. The owner will be responsible for providing an internal pressure system for the property.	

Table No. 3 – Usage Rates and Fees

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

Table No. 4 – Plant Investment Surcharge Rates

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



**North Weld County Water District water service is available, according to the terms of this letter, to:
Lot A FFD24-0034, also known as 21729 CR 74.**

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

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

CONSENT AGREEMENT

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

A. Operator is an operator on property owned by Cactus Hill Ranch Company, a Colorado corporation (“**Owner**”) (the “**Property**”), pursuant to that certain unrecorded Surface Use Agreement dated January 16, 2015, as amended by that certain Amended Surface Use Agreement recorded May 5, 2017 at Reception No. 4299949 in the real property records of the Clerk and Recorder of Weld County, Colorado (collectively, the “**Surface Use Agreement**”).

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

C. District filed a condemnation case, Case No. 2025-CV-31020 in Weld County District Court, Colorado to acquire property rights over portions of the Property. As amended, the property rights are a: (1) Fee Parcel (“**Fee Parcel**”), (2) Permanent Water Easement (“**Permanent Easement**”), and (3) Temporary Construction Easement (“**Temporary Easement**”) (the Fee Parcel, Permanent Easement, and Temporary Easement are collectively referred to herein as the “**Property Rights**”). District and Owner reached agreement on a Rule and Order to transfer the Property Rights to the District and resolve the condemnation case. The Property Rights transferred to District by the Rule and Order in Case No. 2025-CV-31020, Weld County District Court, shall be subject to this Agreement.

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

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

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

1. Consent to the Operation and Location of the Water Pipeline. Operator hereby consents to the operation and location of the Water Pipeline on the Property, including but not limited to the portion of the Oil and Gas Operations Area labeled as “**Active Work Area**” depicted on Exhibit D. District shall be solely responsible for the construction, maintenance, operation, and removal of the Water Pipeline.
2. Non-Interference. The Parties shall reasonably cooperate so as to not materially interfere with each other’s facilities on the Property or each other’s access to such facilities.

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

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

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

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

4. Ingress and Egress.

a) Except during active drilling operations, District shall have rights of ingress and egress over the Oil and Gas Operations Area; provided, however, District shall not use any equipment weighing 15,000 pounds or more on the Oil and Gas Operations Area and District shall not endanger the Operator's facilities or interfere with the Operator's use of the Oil and Gas Operations Area. Notwithstanding the above, District shall have rights of ingress and egress and the right to use equipment weighing 15,000 pounds or more at all times in the Active Work Area, including during active drilling operations.

b) District shall not otherwise have any right to use the Oil and Gas Operations Area without the prior written consent of Operator, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the above, District shall have the right to perform Improvements Work within the Active Work Area subject to District providing reasonable advance notice to Operator of such Improvements Work and to reasonably cooperate with Operator to avoid injuries or damages to Operator's facilities or properties. District shall reimburse Operator for any damages to person or property arising from District's performance of Improvements Work in the Active Work Area to the extent caused by the negligence or willful misconduct of the District, its agents, employees, or contractors in the Active Work Area.

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

d) The portion of the Active Work Area within the Temporary Easement Area shall terminate on the date when the Temporary Easement terminates.

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

DISTRICT:

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

OPERATOR:

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

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

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

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


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

10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

(Signature on following page)

OPERATOR:

DUNAMIS ENERGY OPERATING, LLC,
a Delaware limited liability company

By: 
Name: Jordan J. Mattson
Title: Senior Vice President-Land

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19TH day of MAY, 2026 by JORDAN MATTSON as SENIOR VP of Dunamis Energy Operating, LLC, a Delaware limited liability company.

(Seal)


Notary Public

My Commission Expires: 2/13/2030

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

DISTRICT:

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

ATTEST:


J.G. Milne, Secretary


Eric Reckentine, District Manager

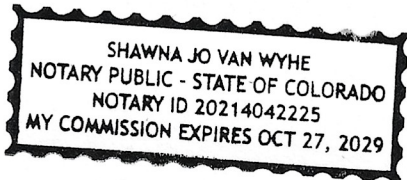
STATE OF COLORADO

COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 1st day of June, 2026
Eric Reckentine, as General Manager of the NORTH WELD COUNTY WATER DISTRICT, a Political
Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2029



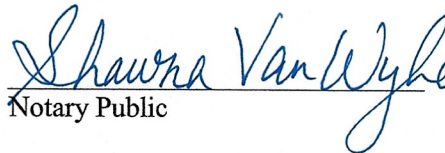

Notary Public

Exhibit A
Fee Parcel Property
(Fee Parcel)
Attached

EXHIBIT A

PARCEL DESCRIPTION

A tract of land being part of Family Farm Division No. FFD21-0015, as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Corner, and with all other bearings contained herein relative thereto;

THENCE South 89°47'27" West, along the north line of the Northeast Quarter, a distance of 713.78 feet;

THENCE South 00°10'59" East a distance of 41.79 feet to the south Right-of-Way line of that parcel of land described in Administrators Deed recorded February 29, 1952, as Reception Number 1125562 of the records of the Weld County Clerk and Recorder (WCCR) and the POINT OF BEGINNING;

THENCE North 89°42'39" East, along said south line, a distance of 8.49 feet;

THENCE along the east line of Family Farm Division No. FFD21-0015 the following two courses;

THENCE South 15°08'27" East a distance of 57.00 feet;

THENCE South 00°40'27" East a distance of 180.50 feet;

THENCE North 89°48'44" East a distance of 47.35 feet;

THENCE South 00°01'02" West a distance of 342.82 feet;

THENCE North 89°59'01" West a distance of 478.61 feet;

THENCE North 00°00'00" East a distance of 279.15 feet;

THENCE North 23°21'38" East a distance of 67.59 feet;

THENCE North 89°48'44" East, along the south line and the prolongation thereof, of that parcel of land described in Warranty Deed recorded December 18, 1990, as Reception No. 2236260 of the WCCR, a distance of 379.81 feet to the southeast corner of said Reception No. 2236260;

THENCE North 00°11'03" West, along the east line of Reception No. 2236260, a distance of 235.55 feet to the POINT OF BEGINNING.

Said described parcels of land contain 168,057 Square Feet or 3.858 Acres, more or less (±).

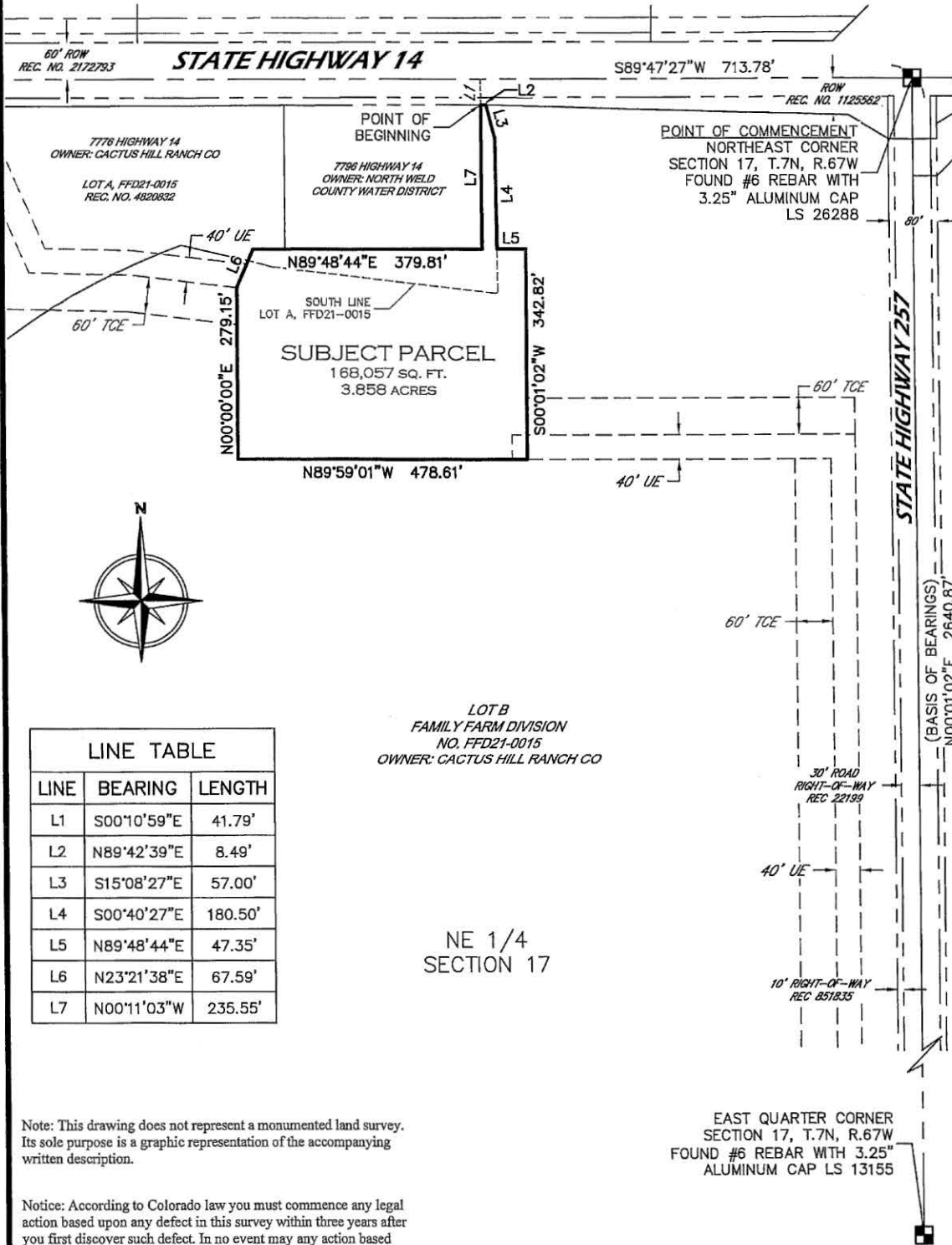
SURVEYORS STATEMENT

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



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





LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'59"E	41.79'
L2	N89°42'39"E	8.49'
L3	S15°08'27"E	57.00'
L4	S00°40'27"E	180.50'
L5	N89°48'44"E	47.35'
L6	N23°21'38"E	67.59'
L7	N00°11'03"W	235.55'

LOT B
FAMILY FARM DIVISION
NO. FFD21-0015
OWNER: CACTUS HILL RANCH CO

NE 1/4
SECTION 17

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

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



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



PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-10-2024 SCALE: 1"=200'

Exhibit B
Permanent Easement Area
(Permanent Easement)
Attached

PARCEL DESCRIPTION

A tract of land situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 17, and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and with all other bearings contained herein relative thereto;

THENCE South 89°51'47" West, along the north line of the Southeast Quarter, a distance of 668.20 feet to the POINT OF BEGINNING;
THENCE South 00°32'22" West a distance of 54.66 feet;
THENCE South 89°39'46" East a distance of 432.83 feet;
THENCE South 53°01'03" East a distance of 100.46 feet;
THENCE South 00°04'58" East a distance of 307.52 feet to the north Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135 of the WCCR;
THENCE North 70°29'19" West, along said north Right-of-Way line of said ditch a distance of 31.84 feet;
THENCE North 00°04'58" West a distance of 281.91 feet;
THENCE North 53°01'03" West a distance of 75.59 feet;
THENCE North 89°39'46" West a distance of 453.01 feet;
THENCE North 00°32'22" East a distance of 84.42 feet to the north line of the Southeast Quarter;
THENCE North 89°51'47" East, along said north line, a distance of 30.00 feet to the POINT OF BEGINNING.

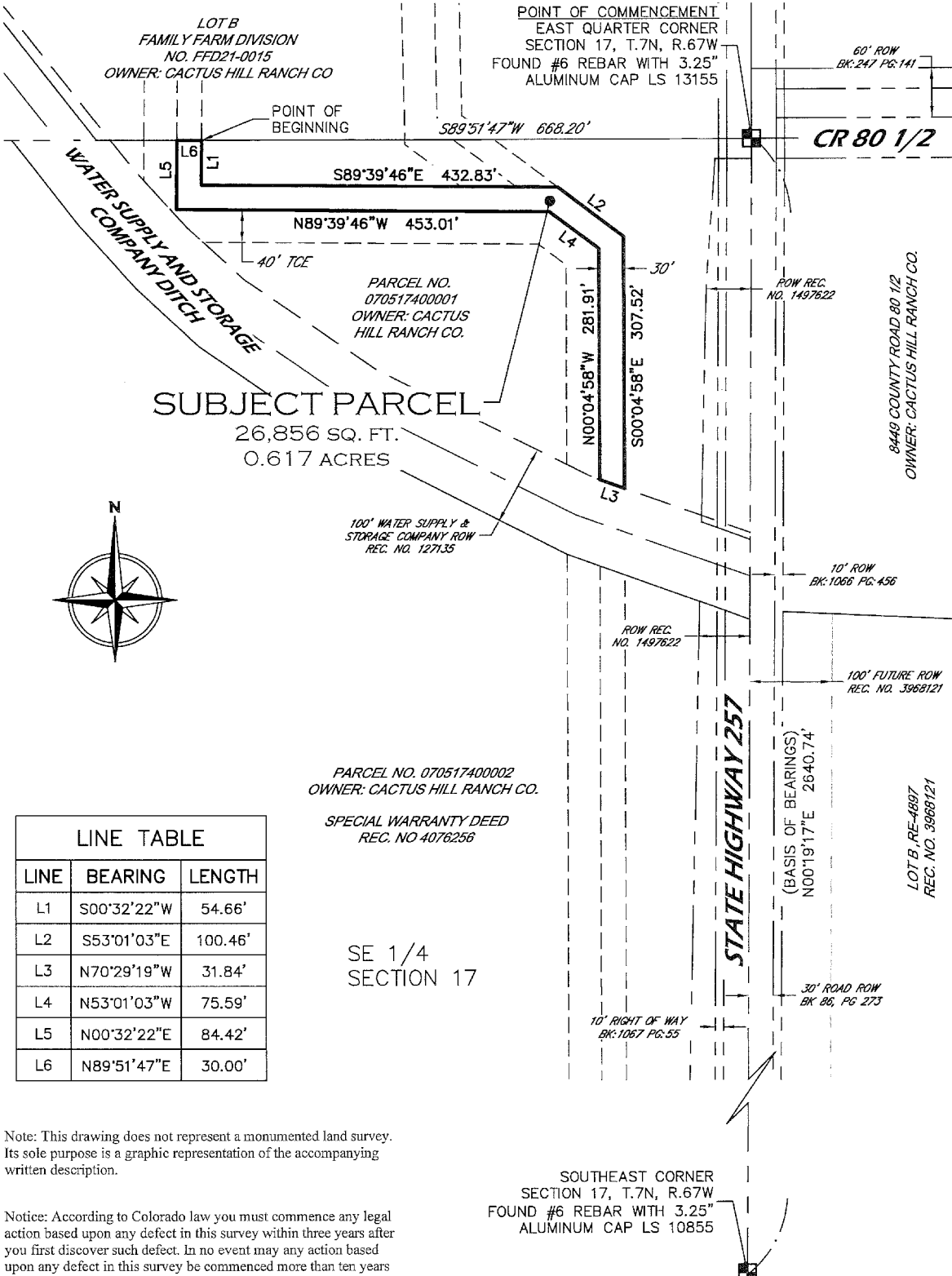
Said described parcel of land contains 26,856 Square Feet or 0.617 Acres, more or less (±).

SURVEYORS STATEMENT

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

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



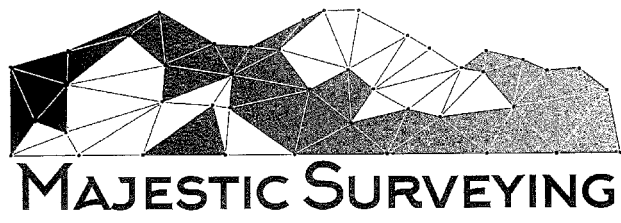


LINE TABLE

LINE	BEARING	LENGTH
L1	S00°32'22"W	54.66'
L2	S53°01'03"E	100.46'
L3	N70°29'19"W	31.84'
L4	N53°01'03"W	75.59'
L5	N00°32'22"E	84.42'
L6	N89°51'47"E	30.00'

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

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



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

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 2-5-2026 SCALE: 1"=150'

PARCEL DESCRIPTION

A tract of land being part of Lot B, Family Farm Division No. FFD21-0015, as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Corner, and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°51'47" West, along the south line of the Northeast Quarter, a distance of 668.20 feet to the POINT OF BEGINNING;
THENCE South 89°51'47" West, continuing along said south line, a distance of 30.00 feet;
THENCE North 00°32'22" East a distance of 1,076.66 feet;
THENCE South 89°27'38" East a distance of 548.41 feet;
THENCE North 00°01'02" East a distance of 948.42 feet;
THENCE North 89°58'58" West a distance of 500.70 feet;
THENCE North 00°01'02" East a distance of 40.00 feet to a point herein referred to as **POINT "A"**;
THENCE South 89°58'58" East a distance of 540.70 feet;
THENCE South 00°01'02" West a distance of 1,215.30 feet;
THENCE North 89°53'39" East a distance of 60.00 feet to the west line of State Highway 257, as described in Right-of-Way Deed recorded August 6, 1940, in Book 1066 at Page 457 as Reception No. 851835;
THENCE South 00°01'02" West, along said west line, a distance of 40.00 feet;
THENCE South 89°53'39" West a distance of 100.00 feet;
THENCE North 00°01'02" East a distance of 236.96 feet;
THENCE North 89°27'38" West a distance of 518.68 feet;
THENCE South 00°32'22" West a distance of 1,046.31 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL B:

COMMENCING at aforementioned **POINT "A"**;
THENCE North 58°59'51" West a distance of 539.06 feet to the POINT OF BEGINNING;
THENCE South 23°21'38" West a distance of 41.79 feet;
THENCE North 83°28'35" West a distance of 178.31 feet;
THENCE North 88°51'07" West a distance of 26.39 feet to a point on the northerly line of Lot B, herein referred to as **POINT "B"**;
THENCE along said northerly line, being the arc of a curve concave to the southeast a distance of 83.49 feet, having a Radius of 1,166.61 feet, a Delta of 04°06'02" and is subtended by a chord that bears North 65°56'22" East a distance of 83.48 feet;
THENCE South 83°28'35" East, along a line non-tangent to the aforesaid curve, a distance of 144.83 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL C:

COMMENCING at aforementioned **POINT "B"**;
THENCE North 88°51'07" West a distance of 137.16 feet;
THENCE North 23°37'02" West a distance of 219.54 feet;
THENCE South 89°38'57" West a distance of 319.31 feet to the northeasterly line of Lot B and the POINT OF BEGINNING;

THENCE South 89°38'57" West a distance of 602.18 feet to the east Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE North 18°39'19" West, along said east line, a distance of 42.13 feet to a point whence the North Quarter Corner of Section 17 bears North 63°53'06" West a distance of 169.60 feet;
THENCE North 89°38'57" East a distance of 603.84 feet to the northeasterly line of Lot B;
THENCE South 16°28'56" East, along said northeasterly line, a distance of 41.64 feet to the POINT OF BEGINNING.

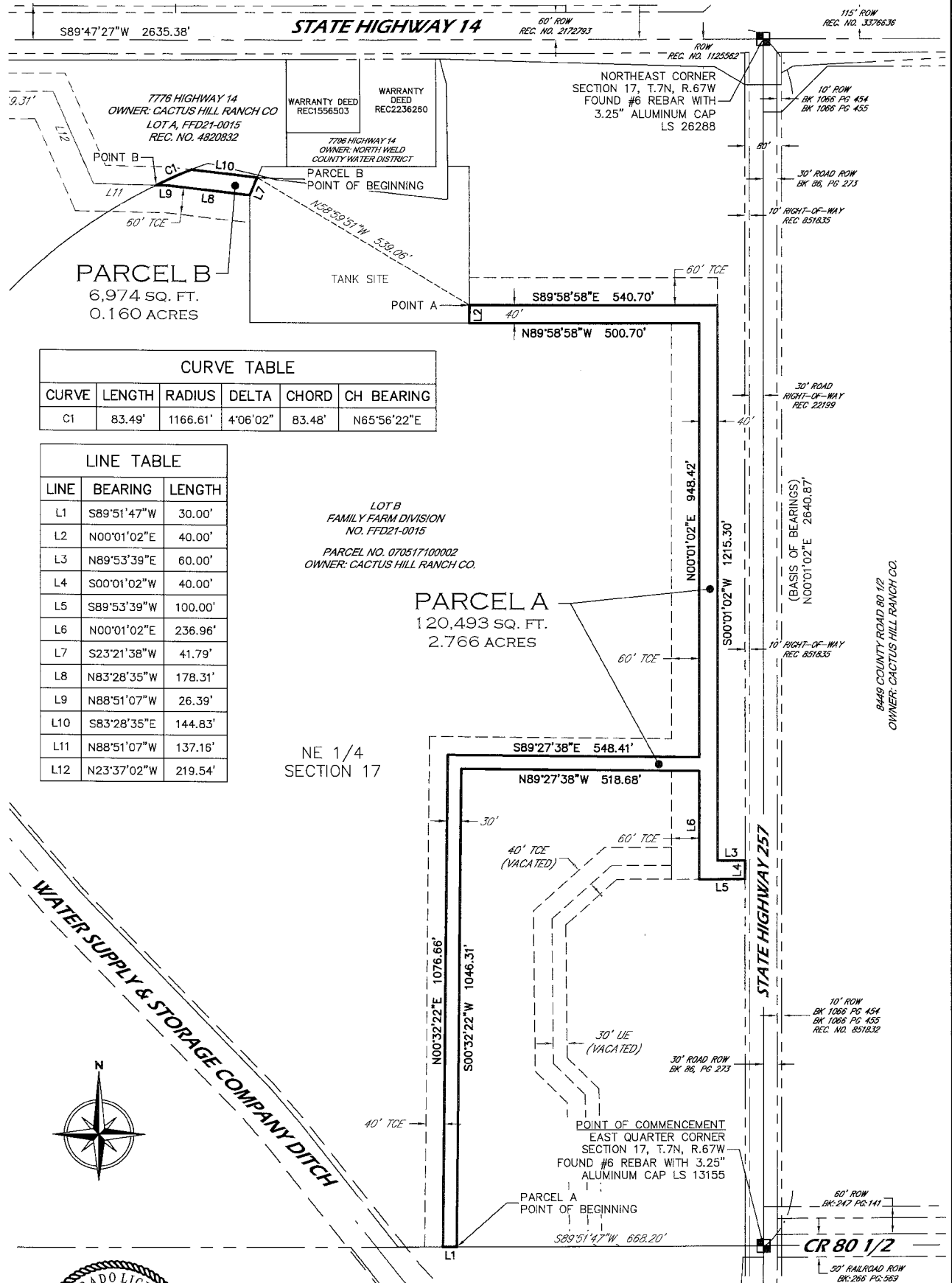
Said described parcels of land contain 151,587 Square Feet or 3.480 Acres, more or less (±).

SURVEYORS STATEMENT

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

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





CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	83.49'	1166.61'	4°06'02"	83.48'	N65°56'22"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°51'47"W	30.00'
L2	N00°01'02"E	40.00'
L3	N89°53'39"E	60.00'
L4	S00°01'02"W	40.00'
L5	S89°53'39"W	100.00'
L6	N00°01'02"E	236.96'
L7	S23°21'38"W	41.79'
L8	N83°28'35"W	178.31'
L9	N88°51'07"W	26.39'
L10	S83°28'35"E	144.83'
L11	N88°51'07"W	137.16'
L12	N23°37'02"W	219.54'

LOT B
FAMILY FARM DIVISION
NO. FFD21-0015

PARCEL NO. 070517100002
OWNER: CACTUS HILL RANCH CO.

PARCEL A
120,493 SQ. FT.
2.766 ACRES

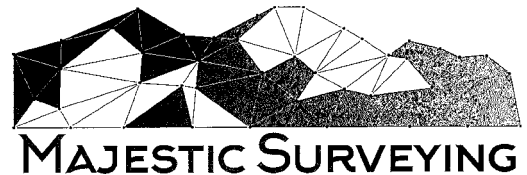
NE 1/4
SECTION 17



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

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

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



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 2-5-2026 SCALE: 1"=200'

PARCEL DESCRIPTION

A tract of land being part of Special Warranty Deed, as recorded January 16, 2015, as Reception No. 4076256 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 17 and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and with all other bearings contained herein relative thereto;

THENCE South 89°52'05" West, along the south line of the Southeast Quarter, a distance of 153.09 feet;
THENCE North 00°07'55" West a distance of 30.00 feet to the north Right-of-Way line of Weld County Road 80, as described in Letters of Appointment recorded October 14, 1889, in Book 86 at Page 273, as Reception No. 34283 of the WCCR, and the POINT OF BEGINNING;
THENCE South 89°52'05" West, along said north line, a distance of 30.00 feet;
THENCE North 00°17'43" West a distance of 102.29 feet;
THENCE North 44°42'17" East a distance of 23.65 feet;
THENCE North 00°29'17" West a distance of 49.57 feet;
THENCE North 00°04'58" West a distance of 1,921.26 feet to the south Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE South 70°09'18" East, along said south line, a distance of 31.91 feet;
THENCE South 00°04'58" East a distance of 1,910.28 feet;
THENCE South 00°29'17" East a distance of 61.95 feet;
THENCE South 44°42'17" West a distance of 23.71 feet;
THENCE South 00°17'43" East a distance of 89.95 feet to the POINT OF BEGINNING.

Said described parcel of land contains 62,740 Square Feet or 1.440 Acres, more or less (±).

SURVEYORS STATEMENT

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



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



PARCEL DESCRIPTION

A tract of land being part of Special Warranty Deed, as recorded January 16, 2015, as Reception No. 4076256 of the Records of the Weld County Clerk and Recorder, situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northeast Quarter as bearing South 89°47'27" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.38 feet, monumented by a 40.00 foot Witness Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Corner, and with all other bearings contained herein relative thereto;

THENCE South 00°11'58" East, along the west line of said Northeast Quarter, a distance of 75.00 feet to the POINT OF BEGINNING;
THENCE North 89°46'49" East a distance of 46.53 feet to the west Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal) as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE South 18°39'19" East, along said west line, a distance of 42.16 feet;
THENCE South 89°46'49" West a distance of 59.88 feet to the west line of the Northeast Quarter;
THENCE North 00°11'58" West, along said west line, a distance of 40.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 2,128 Square Feet or 0.049 Acres, more or less (±).

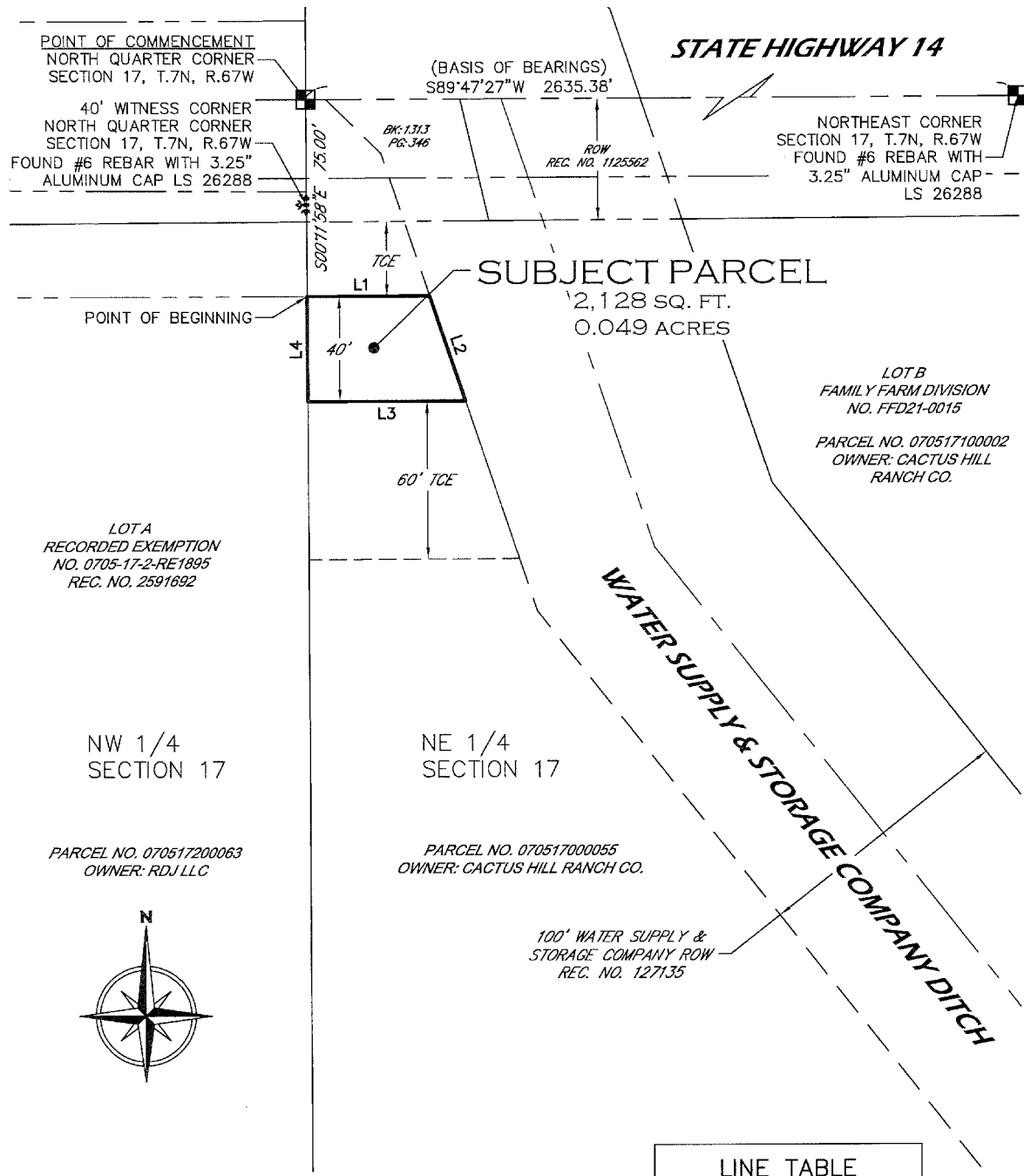
SURVEYORS STATEMENT

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



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

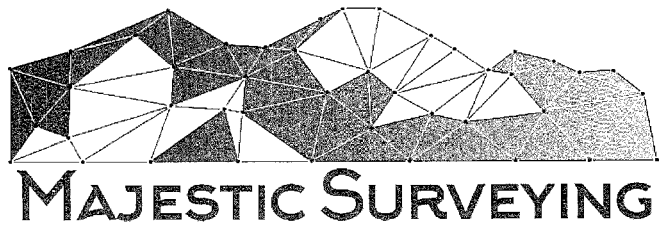




Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°46'49"E	46.53'
L2	S18°39'19"E	42.16'
L3	S89°46'49"W	59.88'
L4	N00°11'58"W	40.00'



PARCEL DESCRIPTION

Two tracts of land situate in the West Half (W1/2) of Section Sixteen (16), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 16, and assuming the south line of the Northwest Quarter of said Section 16, as bearing North 89°54'11" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,643.16 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the West Quarter Corner, and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 30462 at the Center Quarter Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE North 00°01'02" East, along the west line of the Northwest Quarter, a distance of 843.08 feet;

THENCE North 89°53'39" East a distance of 40.00 feet to the east Right-of-Way line of that parcel of land described in Right-of-Way Deed Recorded August 6, 1940, in Book 1066 at Page 454 as Reception Number 851832 of the records of the Weld County Clerk and Recorder (WCCR), and the POINT OF BEGINNING;

THENCE North 89°53'39" East a distance of 100.00 feet;

THENCE South 00°01'02" West a distance of 677.74 feet;

THENCE South 89°56'14" East a distance of 2,056.76 feet;

THENCE South 00°05'49" East a distance of 74.63 feet to the north Right-of-Way line of that parcel described in Deed recorded September 5, 1906, in Book 247 at Page 141, as Reception Number 112882 of the records of the Weld County Clerk and Recorder, to a point herein referred to as **POINT A**;

THENCE South 89°54'11" West, along said north line, a distance of 40.00 feet;

THENCE North 00°05'49" West a distance of 34.74 feet;

THENCE North 89°56'14" West a distance of 2,056.84 feet;

THENCE North 00°01'02" East a distance of 677.62 feet;

THENCE South 89°53'39" West a distance of 60.00 feet to the east line of Reception Number 851832;

THENCE North 00°01'02" East, along said east line, a distance of 40.00 feet to the POINT OF BEGINNING;

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned **POINT A**;

THENCE South 00°05'49" East a distance of 60.00 feet to the south Right-of-Way line of Book 247, Page 141, and the POINT OF BEGINNING;

THENCE South 00°05'49" East a distance of 80.00 feet;

THENCE North 89°54'11" East a distance of 337.37 feet;

THENCE South 08°47'46" East a distance of 25.48 feet;
THENCE North 89°53'24" East a distance of 3.85 feet;
THENCE South 00°03'34" West a distance of 470.63 feet;
THENCE North 87°08'59" East a distance of 100.13 feet;
THENCE North 62°33'35" East a distance of 0.15 feet to the east line of the Southwest Quarter of Section 16;
THENCE South 00°07'36" West, along said east line, a distance of 40.12 feet to the north line of that parcel described in Right-of-Way Deed recorded February 2, 1909, as Reception Number 137193 of the WCCR;
THENCE South 87°08'59" West, along said north line, a distance of 140.27 feet;
THENCE North 00°03'34" East a distance of 497.64 feet;
THENCE South 89°59'25" West a distance of 345.04 feet;
THENCE North 00°05'49" West a distance of 119.63 feet to the south line of Book 247, Page 141;
THENCE North 89°54'11" East, along said south line, a distance of 40.00 feet to the POINT OF BEGINNING;

Said described parcels of land contain 157,070 Square Feet or 3.606 Acres, more or less (±).

SURVEYORS STATEMENT

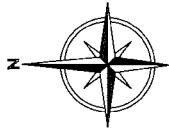
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor, do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



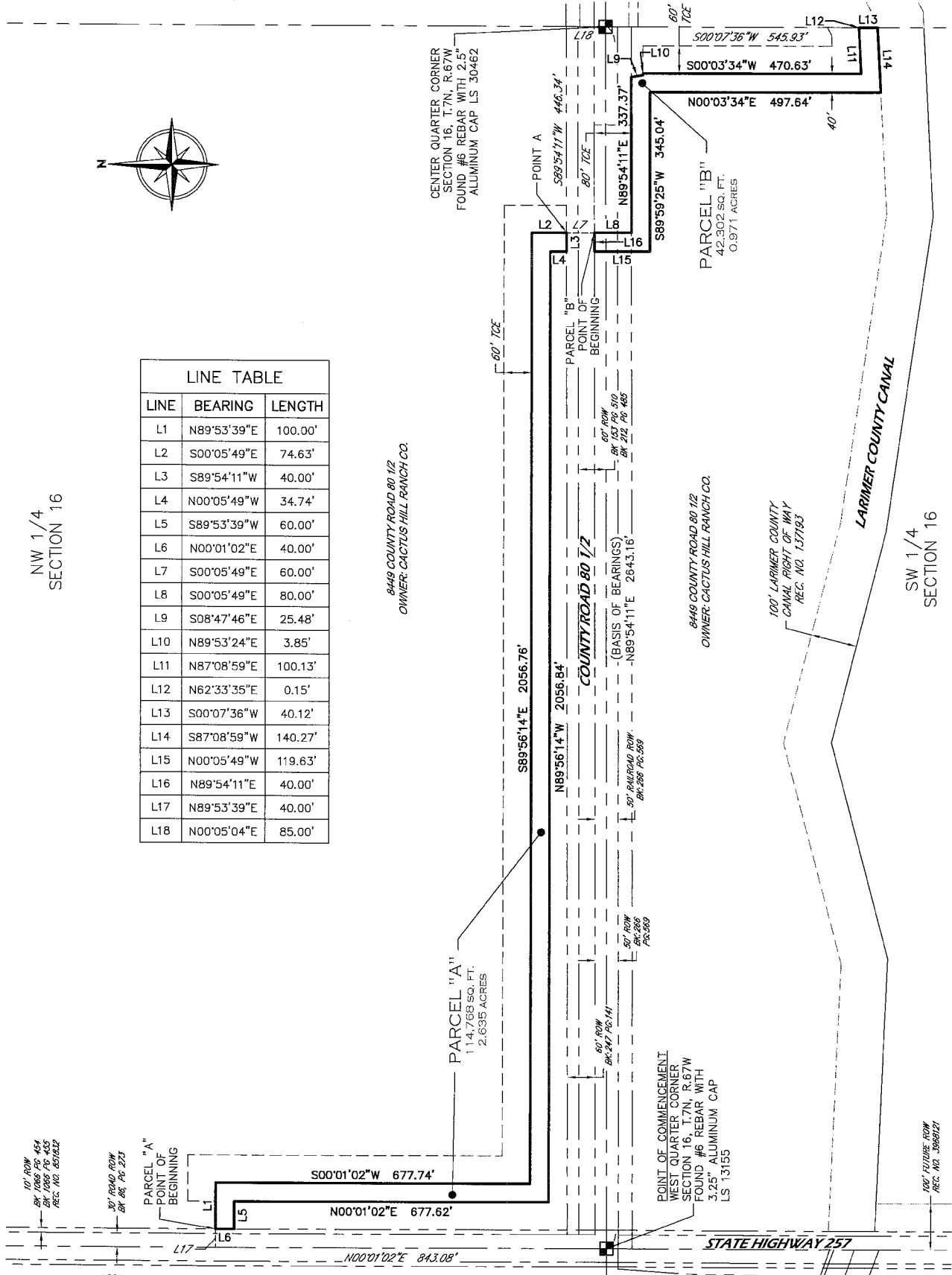
Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



NW 1/4
SECTION 16



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°53'39"E	100.00'
L2	S00°05'49"E	74.63'
L3	S89°54'11"W	40.00'
L4	N00°05'49"W	34.74'
L5	S89°53'39"W	60.00'
L6	N00°01'02"E	40.00'
L7	S00°05'49"E	60.00'
L8	S00°05'49"E	80.00'
L9	S08°47'46"E	25.48'
L10	N89°53'24"E	3.85'
L11	N87°08'59"E	100.13'
L12	N62°33'35"E	0.15'
L13	S00°07'36"W	40.12'
L14	S87°08'59"W	140.27'
L15	N00°05'49"W	119.63'
L16	N89°54'11"E	40.00'
L17	N89°53'39"E	40.00'
L18	N00°05'04"E	85.00'



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

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MAJESTIC SURVEYING
PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-10-2024 SCALE: 1"=200'

Exhibit C
Temporary Easement Area
(Temporary Easement)
Attached

PARCEL DESCRIPTION

Three tracts of land situate in the West Half (W1/2) of Section Sixteen (16), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 16, and assuming the south line of the Northwest Quarter of said Section 16 as bearing North 89°54'11" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,643.16 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the West Quarter Corner, and monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 30462 at the Center Quarter Corner, and with all other bearings contained herein relative thereto;

PARCEL "A"

THENCE North 00°01'02" East, along the west line of the Northwest Quarter, a distance of 843.08 feet;

THENCE North 89°53'39" East a distance of 100.00 feet to the POINT OF BEGINNING;

THENCE North 00°01'02" East a distance of 60.00 feet;

THENCE North 89°53'39" East a distance of 100.00 feet;

THENCE South 00°01'02" West a distance of 677.92 feet;

THENCE South 89°56'14" East a distance of 2,056.65 feet;

THENCE South 00°05'49" East a distance of 134.46 feet to the north Right-of-Way line of that parcel described in Deed recorded September 5, 1906, in Book 247 at Page 141 as Reception Number 112882 of the records of the Weld County Clerk and Recorder;

THENCE South 89°54'11" West, along said north line, a distance of 60.00 feet to a point herein referred to as **POINT A**;

THENCE North 00°05'49" West a distance of 74.63 feet;

THENCE North 89°56'14" West a distance of 2,056.76 feet;

THENCE North 00°01'02" East a distance of 677.74 feet;

THENCE South 89°53'39" West a distance of 40.00 feet to the POINT OF BEGINNING;

TOGETHER WITH

PARCEL "B"

COMMENCING at aforementioned **POINT A**;

THENCE South 00°05'49" East a distance of 60.00 feet to the south Right-of-Way line of Book 247, Page 141, and the POINT OF BEGINNING;

THENCE North 89°54'11" East a distance of 234.04 feet;

THENCE South 00°00'35" East a distance of 80.00 feet to a point herein referred to as **POINT B**;

THENCE South 89°54'11" West a distance of 233.92 feet;

THENCE North 00°05'49" West a distance of 80.00 feet to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL "C"

COMMENCING at aforementioned **POINT B**;
THENCE North 89°54'11" East a distance of 103.45 feet;
THENCE South 08°47'46" East a distance of 25.48 feet;
THENCE North 89°53'24" East a distance of 3.85 feet to the POINT OF BEGINNING;
THENCE North 89°53'24" East a distance of 60.00 feet;
THENCE South 00°03'34" West a distance of 407.68 feet;
THENCE North 87°08'59" East a distance of 23.93 feet;
THENCE North 62°33'35" East a distance of 18.40 feet to the east line of the Southwest Quarter of Section 16;
THENCE South 00°07'36" West, along said east line, a distance of 67.68 feet;
THENCE South 62°33'35" West a distance of 0.15 feet;
THENCE South 87°08'59" West a distance of 100.13 feet;
THENCE North 00°03'34" East a distance of 470.63 feet to the POINT OF BEGINNING;

Said described parcels of land contain 223,892 Square Feet or 5.140 Acres, more or less (±).

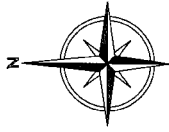
SURVEYORS STATEMENT

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



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





NW 1/4
SECTION 16

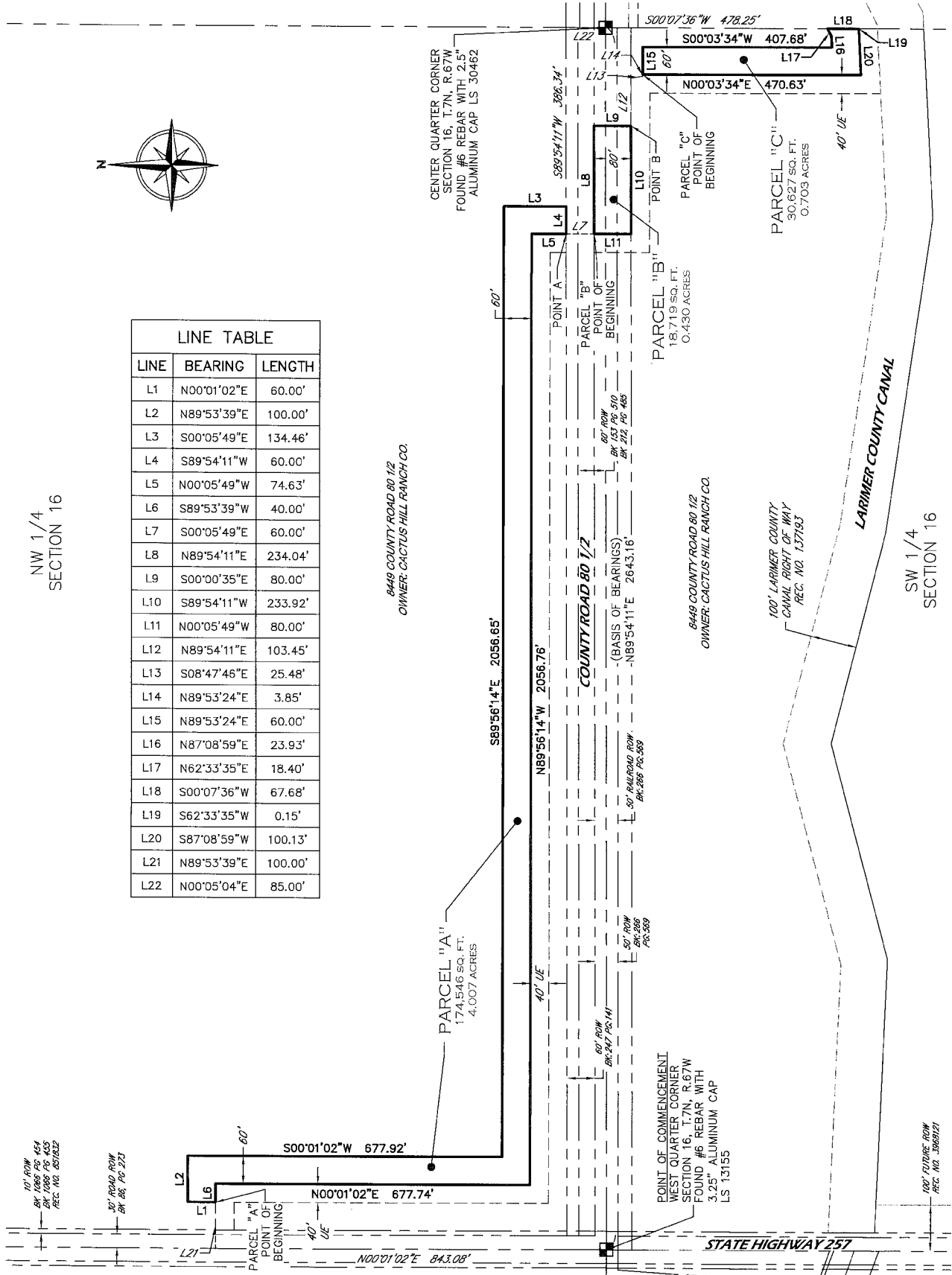
LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'02"E	60.00'
L2	N89°53'39"E	100.00'
L3	S00°05'49"E	134.46'
L4	S89°54'11"W	60.00'
L5	N00°05'49"W	74.63'
L6	S89°53'39"W	40.00'
L7	S00°05'49"E	60.00'
L8	N89°54'11"E	234.04'
L9	S00°00'35"E	80.00'
L10	S89°54'11"W	233.92'
L11	N00°05'49"W	80.00'
L12	N89°54'11"E	103.45'
L13	S08°47'46"E	25.48'
L14	N89°53'24"E	3.85'
L15	N89°53'24"E	60.00'
L16	N87°08'59"E	23.93'
L17	N62°33'35"E	18.40'
L18	S00°07'36"W	67.68'
L19	S62°33'35"W	0.15'
L20	S87°08'59"W	100.13'
L21	N89°53'39"E	100.00'
L22	N00°05'04"E	85.00'

8449 COUNTY ROAD 80 1/2
OWNER: CACTUS HILL RANCH CO.

8449 COUNTY ROAD 80 1/2
OWNER: CACTUS HILL RANCH CO.

100' LARIMER COUNTY
CANAL RIGHT OF WAY
REC. NO. 137183

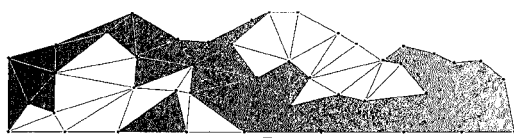
SW 1/4
SECTION 16



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

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

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



MAJESTIC SURVEYING
 PROJECT NO: 2023030 CLIENT: DITESCO
 DATE: 12-10-2024 SCALE: 1"=200'

PARCEL DESCRIPTION

A tract of land situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 17, and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and with all other bearings contained herein relative thereto;

THENCE South 89°51'47" West, along the north line of the Southeast Quarter, a distance of 698.20 feet to the POINT OF BEGINNING;

THENCE South 00°32'22" West a distance of 84.42 feet;

THENCE South 89°39'46" East a distance of 453.01 feet;

THENCE South 53°01'03" East a distance of 75.59 feet;

THENCE South 00°04'58" East a distance of 281.91 feet to the north Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135 of the WCCR;

THENCE along the north Right-of-Way line of said ditch the following two courses;

THENCE North 70°29'19" West a distance of 10.10 feet

THENCE North 63°24'19" West a distance of 34.12 feet;

THENCE North 00°04'58" West a distance of 243.29 feet;

THENCE North 53°01'03" West a distance of 42.43 feet;

THENCE North 89°39'46" West a distance of 407.20 feet; to the north Right of Way of the Water Supply and Storage Company Ditch;

THENCE along said north line the following two courses;

THENCE North 47°34'19" West a distance of 26.15 feet;

THENCE North 42°24'19" West a distance of 78.13 feet;

THENCE North 00°32'22" East a distance of 49.18 feet to the north line of the Southeast Quarter;

THENCE North 89°51'47" East, along said north line, a distance of 40.00 feet to the POINT OF BEGINNING;

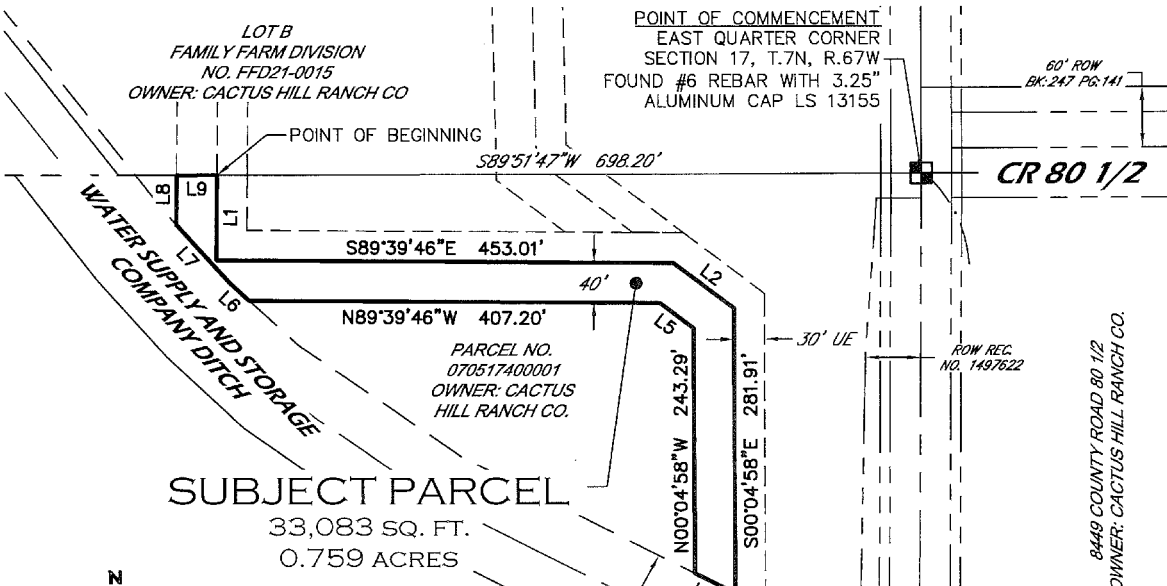
Said described parcel of land contains 33,083 Square Feet or 0.759 Acres, more or less (±).

SURVEYORS STATEMENT

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

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





LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°32'22"W	84.42'
L2	S53°01'03"E	75.59'
L3	N70°29'19"W	10.10'
L4	N63°24'19"W	34.12'
L5	N53°01'03"W	42.43'
L6	N47°34'19"W	26.15'
L7	N42°24'19"W	78.13'
L8	N00°32'22"E	49.18'
L9	N89°51'47"E	40.00'

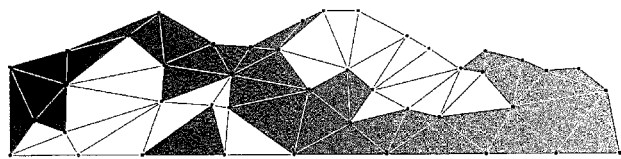
PARCEL NO. 070517400002
OWNER: CACTUS HILL RANCH CO.
SPECIAL WARRANTY DEED
REC. NO 4076256

SE 1/4
SECTION 17

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

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

SOUTHEAST CORNER
SECTION 17, T.7N., R.67W
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 10855



MAJESTIC SURVEYING

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

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 2-5-2026 SCALE: 1"=150'

PARCEL DESCRIPTION

A tract of land, being part of Lot B, Family Farm Division No. FFD21-0015 as recorded April 21, 2022, as Reception No. 4820832 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 17 and assuming the east line of said Northeast Quarter as bearing North 00°01'02" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.87 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Corner, and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°51'47" West, along the south line of the Northeast Quarter, a distance of 698.20 feet to the POINT OF BEGINNING;
THENCE South 89°51'47" West, continuing along said south line, a distance of 40.00 feet;
THENCE North 00°32'22" East a distance of 1,117.13 feet;
THENCE South 89°27'38" East a distance of 528.04 feet;
THENCE North 00°01'02" East a distance of 907.87 feet;
THENCE South 89°58'58" East a distance of 60.00 feet to a point herein referred to as **POINT "A"**;
THENCE South 00°01'02" West a distance of 948.42 feet to a point herein referred to as **POINT "E"**;
THENCE North 89°27'38" West a distance of 548.41 feet;
THENCE South 00°32'22" West a distance of 1,076.66 feet to the south line of said Northeast Quarter and the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL B:

COMMENCING at aforementioned **POINT "A"**;
THENCE North 45°01'02" East a distance of 56.57 feet to the POINT OF BEGINNING;
THENCE North 89°58'58" West a distance of 540.70 feet;
THENCE North 00°01'02" East a distance of 60.00 feet to a point herein referred to as **POINT "B"**;
THENCE South 89°58'58" East a distance of 540.70 feet;
THENCE South 00°01'02" West a distance of 60.00 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL C:

COMMENCING at aforementioned **POINT "B"**;
THENCE North 69°27'53" West a distance of 511.12 feet to the POINT OF BEGINNING;
THENCE South 00°00'00" East a distance of 60.39 feet;
THENCE North 83°28'35" West a distance of 182.36 feet;
THENCE North 88°51'07" West a distance of 126.71 feet to a point on the northerly line of Lot B, herein referred to as **POINT "C"**;
THENCE along said northerly line, being the arc of a curve concave to the southeast a distance of 119.37 feet, having a Radius of 1,166.61 feet, a Delta of 05°51'45" and is subtended by a chord that bears North 60°57'29" East a distance of 119.32 feet;
THENCE South 88°51'07" East, along a line non-tangent to the aforesaid curve, a distance of 26.39 feet;
THENCE South 83°28'35" East a distance of 178.31 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL D:

COMMENCING at aforementioned **POINT "C"**;
THENCE North 88°51'07" West a distance 72.42 feet;
THENCE North 23°37'02" West a distance of 218.42 feet;
THENCE South 89°38'57" West a distance of 262.45 feet to the northeasterly line of Lot B and the POINT OF BEGINNING;
THENCE South 89°38'57" West a distance of 586.90 feet to the east Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE along said east line the following two courses;
THENCE North 38°19'19" West a distance of 36.08 feet;
THENCE North 18°39'19" West a distance of 33.24 feet to a point herein referred to as **POINT "D"**;
THENCE North 89°38'57" East a distance of 602.18 feet to the northeasterly line of Lot B;
THENCE South 16°28'56" East, along said northeasterly line, a distance of 62.46 feet to the POINT OF BEGINNING.

TOGETHER WITH;

PARCEL E:

COMMENCING at aforementioned **POINT "D"**;
THENCE North 18°39'19" West, along the east Right-of-Way line of the Water Supply and Storage Company Ditch, a distance of 42.13 feet to the POINT OF BEGINNING;
THENCE North 18°39'19" West, continuing along said east line, a distance of 30.59 feet;
THENCE North 89°38'57" East a distance of 100.00 feet;
THENCE South 00°21'03" East a distance of 29.04 feet;
THENCE South 89°38'57" West a distance of 90.39 feet to the POINT OF BEGINNING;

TOGETHER WITH;

PARCEL F:

COMMENCING at aforementioned **POINT "E"**;
THENCE South 00°01'02" West a distance of 30.00 feet to the POINT OF BEGINNING;
THENCE South 00°01'02" West a distance of 236.96 feet;
THENCE South 89°53'39" West a distance of 60.00 feet;
THENCE North 00°01'02" East a distance of 237.64 feet;
THENCE South 89°27'38" East a distance of 60.00 feet to the POINT OF BEGINNING.

Said described parcels of land contain 221,759 Square Feet or 5.091 Acres, more or less (±).

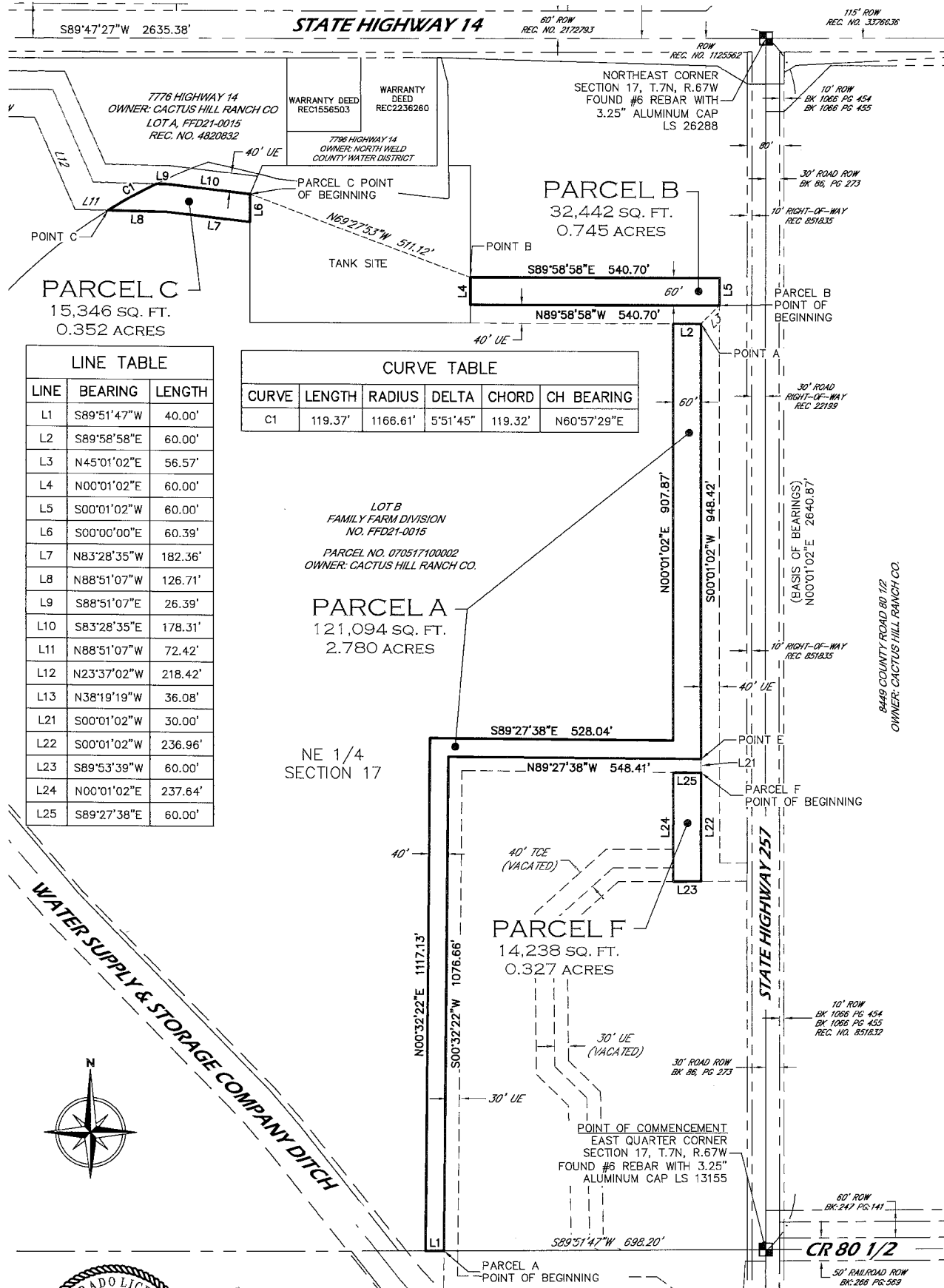
SURVEYORS STATEMENT

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



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





LINE TABLE

LINE	BEARING	LENGTH
L1	S89°51'47"W	40.00'
L2	S89°58'58"E	60.00'
L3	N45°01'02"E	56.57'
L4	N00°01'02"E	60.00'
L5	S00°01'02"W	60.00'
L6	S00°00'00"E	60.39'
L7	N83°28'35"W	182.36'
L8	N88°51'07"W	126.71'
L9	S88°51'07"E	26.39'
L10	S83°28'35"E	178.31'
L11	N88°51'07"W	72.42'
L12	N23°37'02"W	218.42'
L13	N38°19'19"W	36.08'
L21	S00°01'02"W	30.00'
L22	S00°01'02"W	236.96'
L23	S89°53'39"W	60.00'
L24	N00°01'02"E	237.64'
L25	S89°27'38"E	60.00'

CURVE TABLE

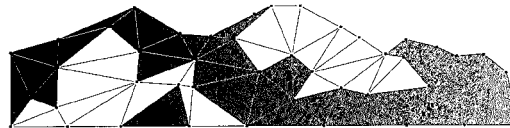
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.37'	1166.61'	5°51'45"	119.32'	N60°57'29"E



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

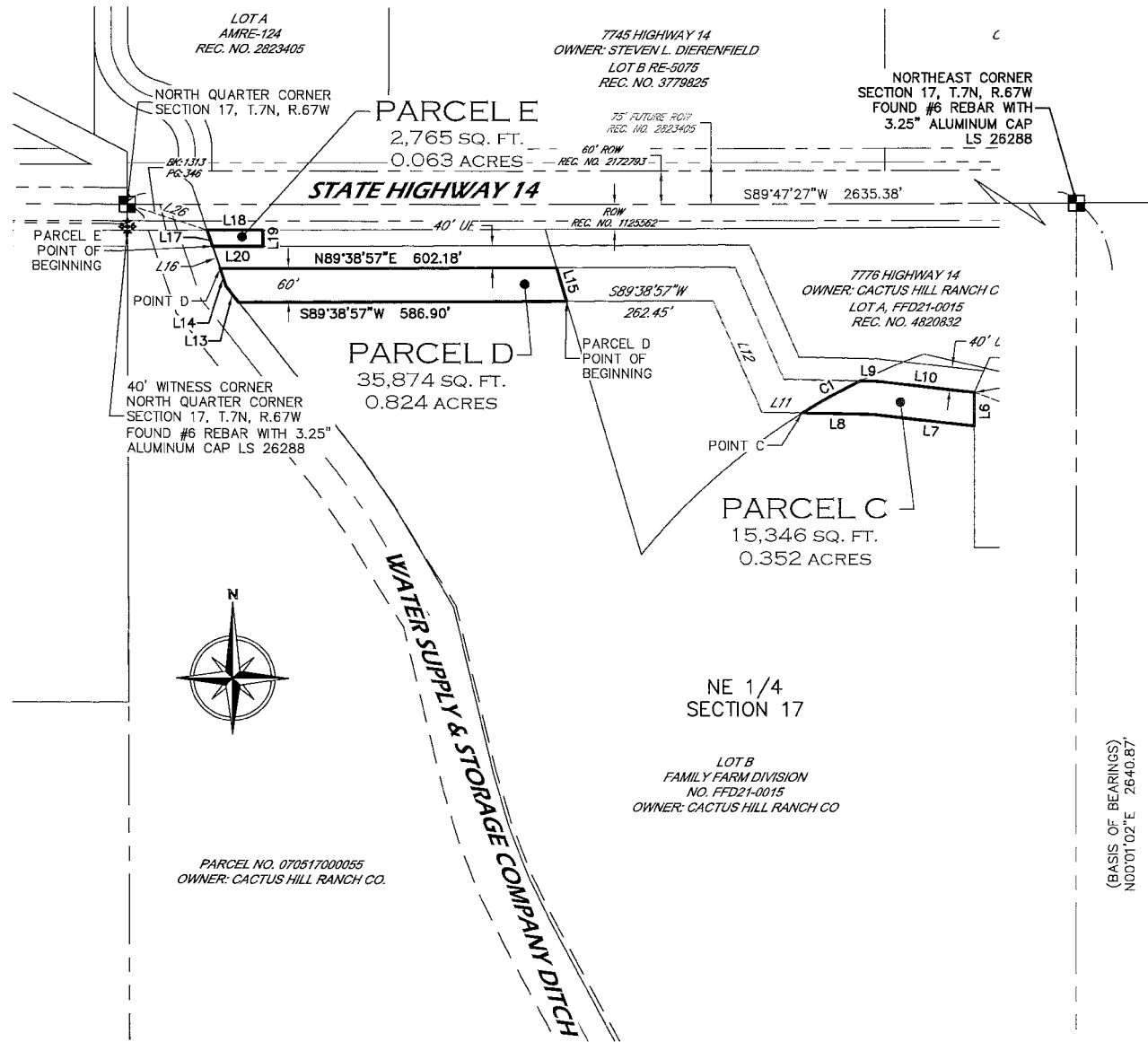
Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

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



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 2-5-2026 SCALE: 1"=200'



LINE TABLE

LINE	BEARING	LENGTH
L6	S00°00'00"E	60.39'
L7	N83°28'35"W	182.36'
L8	N88°51'07"W	126.71'
L9	S88°51'07"E	26.39'
L10	S83°28'35"E	178.31'
L11	N88°51'07"W	72.42'
L12	N23°37'02"W	218.42'
L13	N38°19'19"W	36.08'
L14	N18°39'19"W	33.24'
L15	S16°28'56"E	62.46'

LINE TABLE

LINE	BEARING	LENGTH
L16	N18°39'19"W	42.13'
L17	N18°39'19"W	30.59'
L18	N89°38'57"E	100.00'
L19	S00°21'03"E	29.04'
L20	S89°38'57"W	90.39'
L26	S72°13'47"E	149.64'

CURVE TABLE

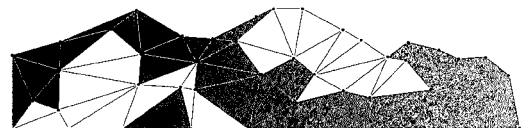
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.37'	1166.61'	5°51'45"	119.32'	N60°57'29"E

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

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



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



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 2-5-2026 SCALE: 1"=200'

(BASIS OF BEARINGS)
N00°01'02"E 2640.87'

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 17, T.7N., R.67W
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 13155

PARCEL DESCRIPTION

A tract of land being part of Special Warranty Deed, as recorded January 16, 2015, as Reception No. 4076256 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 17 and assuming the east line of said Southeast Quarter as bearing North 00°19'17" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,640.74 feet, monumented by a #6 rebar with 3.25" aluminum cap stamped LS 10855 at the Southeast Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 13155 at the East Quarter Corner, and with all other bearings contained herein relative thereto;

THENCE South 89°52'05" West, along the south line of the Southeast Quarter, a distance of 183.09 feet;
THENCE North 00°07'55" West a distance of 30.00 feet to the north Right-of-Way line of Weld County Road 80 as described in Letters of Appointment recorded October 14, 1889, in Book 86 at Page 273, as Reception No. 34283 of the WCCR, and the POINT OF BEGINNING;
THENCE South 89°52'05" West, along said north line, a distance of 40.00 feet;
THENCE North 00°17'43" West a distance of 118.75 feet;
THENCE North 44°42'17" East a distance of 23.57 feet;
THENCE North 00°29'17" West a distance of 33.06 feet;
THENCE North 00°04'58" West a distance of 1,936.01 feet to the south Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135 of the WCCR;
THENCE along said south line the following two courses;
THENCE South 63°04'18" East a distance of 0.75 feet;
THENCE South 70°09'18" East a distance of 41.84 feet;
THENCE South 00°04'58" East a distance of 1,921.26 feet;
THENCE South 00°29'17" East a distance of 49.57 feet;
THENCE South 44°42'17" West a distance of 23.65 feet;
THENCE South 00°17'43" East a distance of 102.29 feet to the POINT OF BEGINNING.

Said described parcel of land contains 84,161 Square Feet or 1.932 Acres, more or less (±).

SURVEYORS STATEMENT

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



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





WATER SUPPLY AND STORAGE
COMPANY DITCH

PARCEL NO. 070517400001
OWNER: CACTUS HILL RANCH CO.

CR 80 1/2

50' RAILROAD ROW
BK: 266 PG: 563

EAST QUARTER CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH
3.25" ALUMINUM CAP
LS 13155

8449 COUNTY ROAD 80 1/2
OWNER: CACTUS HILL RANCH CO.

100' WATER SUPPLY &
STORAGE COMPANY ROW
REC. NO. 127733

10' RIGHT OF WAY
BK: 1067 PG: 55

L7
L8
L12

100' FUTURE ROW
REC. NO. 3968121

SPECIAL WARRANTY DEED
REC. NO 4076256

PARCEL NO. 070517400002
OWNER: CACTUS HILL RANCH CO.

40'
30' UE
ROW REC.
NO. 1497622

10' ROW
BK: 1066 PG: 456

SUBJECT PARCEL
84,161 SQ. FT.
1.932 ACRES

30' ROAD ROW
BK: 86 PG: 273

(BASIS OF BEARINGS)
N00°19'17"E 2640.74'

39330 HIGHWAY 257
OWNER: CACTUS HILL RANCH CO.

LOT B, RE-4897
REC. NO. 3968121

SE 1/4
SECTION 17

N00°04'58"W 1936.01'
S00°04'58"E 1921.26'

STATE HIGHWAY 257

2053.94'

30' ROAD ROW
BK: 86 PG: 273

10' RIGHT OF WAY
BK: 1067 PG: 55

100' FUTURE ROW
AS SHOWN ON
REC. NO. 3968121

38990 HIGHWAY 257
OWNER: CACTUS HILL RANCH

LOT A, RE-4897
REC. NO. 3968121

10' ROW
BK: 1066 PG: 456

L6
L5
L9

ROW REC.
NO. 1497622

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 17, T.7N, R.67W
FOUND #6 REBAR WITH 3.25"
ALUMINUM CAP LS 10855

30' ROW
BK: 86 PG: 273

WELD COUNTY ROAD 80

30' ROW
BK: 86 PG: 273

POINT OF BEGINNING

30' ROW
BK: 86 PG: 273

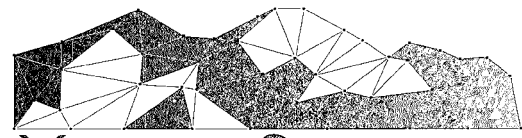
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'05"W	183.09'
L2	N00°07'55"W	30.00'
L3	S89°52'05"W	40.00'
L4	N00°17'43"W	118.75'
L5	N44°42'17"E	23.57'
L6	N00°29'17"W	33.06'
L7	S63°04'18"E	0.75'
L8	S70°09'18"E	41.84'
L9	S00°29'17"E	49.57'
L10	S44°42'17"W	23.65'
L11	S00°17'43"E	102.29'
L12	N70°11'11"W	193.20'

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

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



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



MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 6-3-2024 SCALE: 1"=200'

PARCEL DESCRIPTION

A tract of land being part of Special Warranty Deed, as recorded January 16, 2015, as Reception No. 4076256 of the Records of the Weld County Clerk and Recorder (WCCR), situate in the Northeast Quarter (NE1/4) of Section Seventeen (17), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 17 and assuming the north line of said Northeast Quarter as bearing South 89°47'27" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,635.38 feet, monumented by a 40.00 foot Witness Corner, being a #6 rebar with 3.25" aluminum cap stamped LS 26288, at the North Quarter Corner, and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 26288 at the Northeast Corner, and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 00°11'58" East, along the west line of said Northeast Quarter, a distance of 46.60 feet to the POINT OF BEGINNING;
THENCE North 89°36'04" East along the south Right-of-Way line of State Highway 14, as described in Right-of-Way Deed recorded October 9, 1951, as Reception No. 1115758, a distance of 37.02 feet to the west Right-of-Way line of the Water Supply and Storage Company Ditch (a.k.a. Larimer County Canal), as described in Quit Claim Deed recorded March 3, 1908, in Book 250 at Page 349, as Reception No. 127135;
THENCE South 18°39'19" East, along said west line, a distance of 30.06 feet;
THENCE South 89°46'49" West a distance of 46.53 feet to a point on the west line of the Northeast Quarter, herein referred to as **POINT "A"**;
THENCE North 00°11'58" West, along said west line, a distance of 28.40 feet to the POINT OF BEGINNING.

TOGETHER WITH;

PARCEL B:

COMMENCING at aforementioned **POINT "A"**;
THENCE South 00°11'58" East a distance of 40.00 feet to the POINT OF BEGINNING;
THENCE North 89°46'49" East a distance of 59.88 feet to the west Right-of-Way line of the Water Supply and Storage Company Ditch;
THENCE South 18°39'19" East, along said west line, a distance of 63.25 feet;
THENCE South 89°46'49" West a distance of 79.90 feet to the west line of the Northeast Quarter;
THENCE North 00°11'58" West, along said west line, a distance of 60.00 feet to the POINT OF BEGINNING.

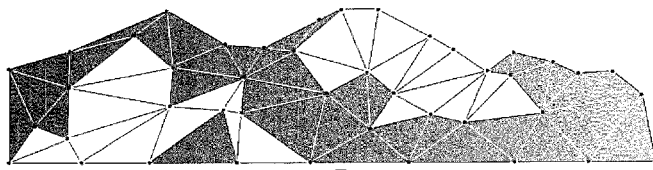
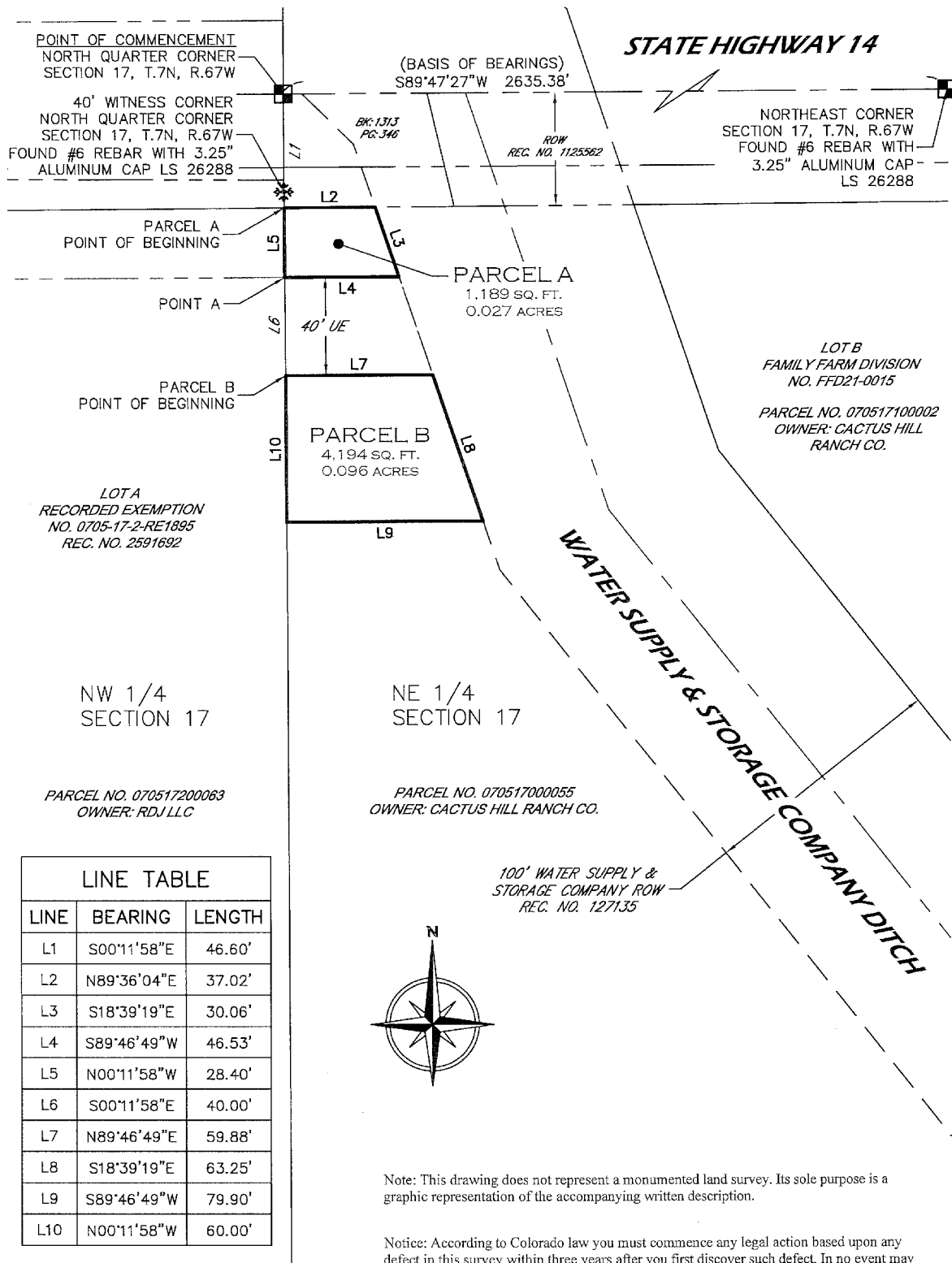
Said described parcels of land contain 5,383 Square Feet or 0.124 Acres, more or less (±).

SURVEYORS STATEMENT

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

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





MAJESTIC SURVEYING

Exhibit D
Oil and Gas Operations Area
Attached

May 22, 2026

To the Board of Directors and Management
North Weld County Water District

We have audited the financial statements of North Weld County Water District (the "District") as of and for the year ended December 31, 2025 and have issued our report thereon dated May 22, 2026. Professional standards require that we provide you with the following information related to our audit, which is divided into the following sections:

Section I - Internal Control Related Matters Identified in an Audit

Section II - Required Communications with Those Charged with Governance

Sections I and II include information that we are required to communicate to those individuals charged with governance of the District. Section I communicates deficiencies we observed in the District's internal control that we believe are significant deficiencies. Section II communicates significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process.

We would like to take this opportunity to thank the District's staff for the cooperation and courtesy extended to us during our audit. Their assistance and professionalism are invaluable.

This report is intended solely for the use of the board of directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

We welcome any questions you may have regarding the following communications, and we would be willing to discuss these or any other questions that you might have at your convenience.

Very truly yours,

Plante & Moran, PLLC



Alisha M. Watkins, CPA
Partner



Julie Miller, CPA
Senior Manager

Section I - Internal Control Related Matters Identified in an Audit

In planning and performing our audit of the financial statements of the District as of and for the year ended December 31, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses, and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the District's internal control to be significant deficiencies:

Segregation of Duties

Due to the size of the District, we realize that achieving the optimal level of segregation of duties is difficult. A strong system of internal controls separates the custody and record-keeping functions surrounding cash receipts and disbursements, as well as other incompatible duties. In the District's system design, one individual has full access to and responsibility over all aspects of the financial reporting function (financial applications, bank accounts, payroll, etc.).

We did identify some areas where we believe controls could be further enhanced, as follows:

- Within the general ledger system, the same individual described above also serves as the system administrator, which provides full system rights. In addition, that individual also has access to a second general ledger administrator account, which means that the control system put in place to require approval of all journal entries by somebody other than the preparer could be circumvented. Additionally, with the same individual also preparing the year-end close processes, we encourage the District to continue to revisit its processes and procedures in place over year-end close to ensure that all such balances are properly reported in accordance with generally accepted accounting principles (GAAP) as of year end and prior to the start of the audit. This includes additional levels of review related to the underlying support and details from which the journal entries are recorded, see additional information description below as it relates to capital assets.
- As it relates to the DRIP billing system, that same individual is the only district employee who reviews the billing activity in DRIP monthly prior to invoices being issued to district customers. Any edits/changes to the billing system are provided directly to the third-party contractor by this individual who also has the ability to make changes in the system. Any such changes to the billing system are not reviewed by another individual. Additionally, this same individual is now also manually preparing certain customer invoices outside of the DRIP billing system without a second review, as further described below.

**Section I - Internal Control Related Matters Identified in an Audit
(Continued)**

We understand the District is in the process of transitioning general ledger and billing systems and believe this will provide a great opportunity to evaluate where controls could be strengthened in these areas identified. In addition, we would like to take this opportunity to remind you of the importance of maintaining the offsetting controls in your system that you have already put in place, particularly with the limitations that may prevent the District from fully preventing or mitigating this risk.

Capital Assets and Depreciation Adjustment:

During our audit, we identified a formula error that resulted in an adjustment to accumulated depreciation and depreciation expense for approximately \$1.5 million related to asset class for water and pipelines. Based on discussions with management, we understand that the District utilizes a third-party accounting firm to help prepare schedules in conjunction with month-end and year-end close; however, we encourage the District to implement additional layers of review and strengthen internal controls surrounding these reconciliations to help ensure the accuracy of the adjusting entries related to depreciation expense and overall net book values of capital assets as of year end.

Billing Occurring Outside of DRIP System

During our audit, we identified that approximately \$1.9 million and \$2.5 million in manual billings was processed by the District outside of the DRIP billing system in 2025 and 2024, respectively. Based on discussions with management, we understand this practice is necessitated by the implementation of new surcharges in recent years for certain customers, which the current billing system, due to its age and limited functionality, is unable to accommodate.

We recognize that the District is actively prioritizing the modernization of its billing infrastructure. However, until a new system is implemented, the District will likely need to continue processing a significant volume of manual billings, including any future surcharges. This reliance on manual processes introduces a heightened risk of errors, both in the amounts billed and in the corresponding entries recorded in the general ledger.

Given these risks, we strongly encourage the District to implement additional layers of review and strengthen internal controls to help ensure the accuracy and integrity of these manual billing activities during this transitional period.

Section II - Required Communications with Those Charged with Governance

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated November 10, 2025, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we considered the internal control of the District. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters on November 10, 2025.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the District are described in Note 2 to the financial statements. As described in Note 2, the District adopted the provisions of GASB Statement No. 102, *Certain Risk Disclosures*. The implementation of this standard did not have a significant impact on the financial statements. No new accounting policies were adopted beyond GASB Statement No. 102, and the application of the existing policies was not changed during 2025.

We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus.

There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

There were no significant balances, amounts, or disclosures in the financial statements based on sensitive management estimates.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in performing and completing our audit.

Section II - Required Communications with Those Charged with Governance (Continued)

Disagreements with Management

For the purpose of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management.

The following misstatement was detected as a result of our audit procedures: The District had a formula error within its property and equipment schedule that resulted in an incorrect calculation of depreciation expense. The error was not identified by the District and was recorded at incorrect amounts. As a result, depreciation expense and accumulated depreciation were reduced by \$1,461,035 at December 31, 2025.

Management has corrected the misstatement identified.

Significant Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the District, and business plans and strategies that may affect the risks of material misstatement, with management each year prior to our retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition of our retention.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 22, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a second opinion on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Information Included in Annual Reports

Our responsibility for other information included in annual reports does not extend beyond the financial statements, and we do not express an opinion or any form of assurance on the other information. However, we read the other supplementary information, and nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially misstated or materially inconsistent with the information or manner of its presentation appearing in the financial statements.

North Weld County Water District

**Financial Report
with Supplementary Information
December 31, 2025**

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Independent Auditor's Report

To the Board of Directors
North Weld County Water District

Opinion

We have audited the financial statements of North Weld County Water District (the "District") as of and for the years ended December 31, 2025 and 2024 and the related notes to the financial statements, which collectively comprise North Weld County Water District's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of North Weld County Water District as of December 31, 2025 and 2024 and the changes in its financial position and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Financial Statements* section of our report. We are required to be independent of the District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audits of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

To the Board of Directors
North Weld County Water District

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Additional Information

Management is responsible for the accompanying schedules of revenue and expenditures - budget to actual (budgetary basis) and rate maintenance, which are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Our opinion on the financial statements does not cover such information, and we do not express an opinion or any form of assurance thereon.

Plante & Moran, PLLC

May 22, 2026

**North Weld County Water District
Management's Discussion and Analysis**

Management's discussion and analysis is designed to provide an analysis of the financial condition and operating results and to also inform the reader on financial issues and activities of the North Weld County Water District (the "District").

Management's Discussion and Analysis ("MD&A") should be read in conjunction with the District's basic financial statements (beginning on page 12).

2025 Highlights – Business-Type Activities

- On December 31, 2025, the District's net position was \$236,830,339, an increase of \$14,136,566 from the 2024 amount of \$222,693,773. On December 31, 2024, the District's net position was \$222,693,773, an increase of \$19,634,528 from the 2023 amount of \$203,059,245. The District's net position increase was due to acquiring more water rights, construction that is in progress and the decrease of non-current liabilities.
- Operating revenues for 2025 decreased by \$1,849,676, from \$25,316,192 in 2024 to \$23,466,516. Operating revenues for 2024 increased by \$4,587,741, from \$20,728,451 in 2023 to \$25,316,192. The District's 2025 decrease in operating revenue was due to implementation of surcharges to regulate consumption and diminish overuse in certain customer segments.
- Total operating expenses in 2025 increased by \$1,269,052, from \$13,501,880 in 2024 to \$14,770,932. Total operating expenses in 2024 increased by \$861,265, from \$12,640,615 in 2023 to \$13,501,880. The District's operating expenses have increased due to higher costs related to operating the distribution system.
- Total non-operating revenue (net of non-operating expenses) decreased in 2025 by \$2,379,234, from \$7,820,216 in 2024 to \$5,440,982. 2025 overall decrease was due to a decrease in tap/connection fees.
- Total capital assets in 2025 increased by \$10,288,070, from \$227,427,672 in 2024 to \$237,715,742. Total capital assets in 2024 increased by \$25,691,801, from \$201,735,871 in 2023 to \$227,427,672.
- Total non-current liabilities decreased by \$3,262,630 in 2025, from \$55,956,129 in 2024 to \$52,693,499. Total non-current liabilities decreased by \$909,198 in 2024, from \$56,865,327 in 2023 to \$55,956,129.

**North Weld County Water District
Management's Discussion and Analysis**

Using this Annual Report

The financial statements included in this annual report are those of a quasi-municipal corporation and a political subdivision of the State of Colorado engaged only in a business-type activity. As an enterprise fund, the District's basic financial statements include:

Statements of Net Position – reports the District's current financial resources (short-term spendable resources) with capital assets and long-term obligations. (See page 12).

Statements of Revenues, Expenses and Changes in Net Position – reports the District's operating and non-operating revenues, by major source along with operating and non-operating expenses and capital contributions. (See page 13).

Statements of Cash Flows – reports the District's cash flows from operating activities, non-capital financing activities, capital and related financing activities, and investing activities. (See page 14).

The following tables summarize information from these statements.

Statement of Net Position

December 31,	2025	2024	2023
Current assets	\$ 32,673,599	\$ 28,930,452	\$ 22,032,483
Restricted assets	23,092,807	29,397,966	42,585,260
Capital assets, net	237,715,742	227,427,672	201,735,871
Other assets	-	-	-
Total Assets	<u>\$ 293,482,148</u>	<u>\$ 285,756,090</u>	<u>\$ 266,353,614</u>
Current Liabilities	\$ 3,958,310	\$ 7,106,188	\$ 6,429,042
Non-current liabilities	52,693,499	55,956,129	56,865,327
Total Liabilities	<u>\$ 56,651,809</u>	<u>\$ 63,062,317</u>	<u>\$ 63,294,369</u>
Net Position			
Net investment in capital assets	\$ 206,088,529	\$ 198,931,621	\$ 185,592,841
Unrestricted	30,741,810	23,762,152	17,466,404
Total Net Position	<u>\$ 236,830,339</u>	<u>\$ 222,693,773</u>	<u>\$ 203,059,245</u>

**North Weld County Water District
Management's Discussion and Analysis**

Review of Revenue

Years Ended December 31,	2025	2024	2023
Operating Revenue			
Water Sales	\$ 23,069,131	\$ 24,890,509	\$ 20,457,821
Construction Water	<u>397,385</u>	<u>425,683</u>	<u>270,630</u>
Total operating revenue	\$ 23,466,516	\$ 25,316,192	\$ 20,728,451
Non-operating revenues			
Earnings on investments	1,895,317	2,781,597	2,700,628
Other non-operating income	1,706,975	249,787	521,471
Amortization of bond premiums	380,269	396,241	456,942
Tap/connection fees	<u>3,527,251</u>	<u>6,555,491</u>	<u>2,714,150</u>
Total non-operating revenue	7,509,812	9,983,116	6,393,191
Total revenue	<u>\$ 30,976,328</u>	<u>\$ 35,299,308</u>	<u>\$ 27,121,642</u>

Water sales in 2025 decreased by \$1,821,378 from \$24,890,509 in 2024 to \$23,069,131. Water sales in 2024 increased by \$4,432,688 from \$20,457,821 in 2023 to \$24,890,509. Water sales from construction meters decreased from \$425,683 in 2024, to \$397,385 in 2025, a decrease of \$28,298. Water sales from construction meters increased from \$270,630 in 2023, to \$425,683 in 2024, an increase of \$155,053.

Review of Expenses

Years Ended December 31,	2025	2024	2023
Administrative	\$ 3,150,267	\$ 2,979,758	\$ 2,929,761
Distribution	9,328,039	8,508,537	7,738,385
Depreciation	<u>2,292,626</u>	<u>2,013,585</u>	<u>1,972,469</u>
Total operating expenses	14,770,932	13,501,880	12,640,615
Interest Expense	<u>2,068,830</u>	<u>2,162,900</u>	<u>2,918,245</u>
Total expense	<u>\$ 16,839,762</u>	<u>\$ 15,664,780</u>	<u>\$ 15,558,860</u>

Total expenses were \$16,839,762 of the total expenditures as shown on the budgetary comparison schedule including depreciation of \$2,292,626. The major contributors to the increase were higher distribution expenses.

**North Weld County Water District
Management's Discussion and Analysis**

Capital Contribution/Tap and Connection Fees

Years Ended December 31,	2025	2024	2023
Tap fees - customers	\$ 2,233,800	\$ 4,950,000	\$ 2,223,750
Meter set fees	22,200	47,615	22,400
Reimbursement for water rights	477,750	330,750	(32,250)
Distance Fees	599,500	809,500	245,850
Reimbursement for line extension	194,001	417,626	254,400
Miscellaneous	-	-	-
Net capital contribution/ tap and connection fees	<u>\$ 3,527,251</u>	<u>\$ 6,555,491</u>	<u>\$ 2,714,150</u>

Net contributed capital/tap and connection fees were \$3,527,251 of the total revenues as shown on the budgetary comparison schedule.

Capital Assets, Net of Depreciation

Years Ended December 31,	2025	2024	2023
Transmission and distribution system	\$ 99,489,083	\$ 97,229,640	\$ 87,222,044
Facilities	1,685,517	1,667,567	1,667,567
Vehicle and field equipment	3,065,560	2,861,811	2,600,942
Other	559,050	307,362	78,221
Total depreciable assets	<u>104,799,210</u>	<u>102,066,380</u>	<u>91,568,774</u>
Less: accumulated depreciation	<u>(38,017,104)</u>	<u>(35,724,479)</u>	<u>(33,711,207)</u>
Total depreciable assets, net	66,782,106	66,341,901	57,857,567
SCWTA Treatment Capacity	22,849,610	22,849,611	22,849,610
Land, easements, and water rights	127,453,628	118,766,175	112,695,553
Construction in progress	<u>20,630,398</u>	<u>19,469,985</u>	<u>8,333,141</u>
Total capital assets, net	<u>\$ 237,715,742</u>	<u>\$ 227,427,672</u>	<u>\$ 201,735,871</u>

**North Weld County Water District
Management's Discussion and Analysis**

Major capital asset additions in 2025 were:

Tank 5 B	149,500
Pump Station 1	1,116,451
Pump Station 6	16,000
Pump Station 15	474,093
New Power Washer	7,800
2024 FORD F250	59,862
2024 FORD F250	65,362
Newt 3	70,793
Zone 1 Waterline	524,912
Newt 3	31,852
Eaton Pipeline PH3	332,991
CR84 Waterline	69,792
Timnath 36" Lowering	34,838
HWY 85 Line Rep	2,943
Woods Lake	17,336
Pump Station 1 Repair	51,244
Newt 3	8,740
Woods Lake	12,571
Newt 3	1,221,757
Timnath 36"	15,471
Eaton Phase II	20,559
CR84 Waterline	146,778
Eaton Phase III	330,860
New VGB	21,500
SCADA Equipment	49,225
Blacktop Repaving	242,678
Water Rights	7,972,500
ELCO Montava	24,190
WR Element Eng.	66,180
SCWTA	58,072
Good Lateral	1,000
Stantec Storage Eng.	47,454
Easement Projects 2025	518,057
CR84 Waterline	6,115
Office Furnace(North)	17,950
New Server	9,010
Eaton Pipeline Phase 3	14,168
Pump Station 1 Repairs	54,359
	\$ 13,884,963

**North Weld County Water District
Management's Discussion and Analysis**

Construction in Progress

The following projects will be ongoing in 2026:

- Newt 3
- Eaton Pipeline Phase 3
- CR 84 & CR 15 Water Line Replacement
- Zone 1 Water Line
- Pump Station 1 Upgrades
- Harmony Interconnect Pump Station
- Northern Feed & Bean Waterline Replacement
- Crow Creek Waterline Replacement
- Eaton Pipeline Phase 4

Debt Administration

On December 31, 2025, the District had \$52,809,710 in outstanding debt obligations, a decrease of \$2,473,901 from 2024. In 2024, the District had \$55,283,611 in outstanding debt obligations, a decrease of \$2,411,167 from 2023.

	Beginning Balance	Additions	Retirements	Ending Balance
2019 revenue bonds	15,700,000	-	(480,000)	\$ 15,220,000
2020 refunding revenue bonds	2,225,000	-	(425,000)	\$ 1,800,000
2022 revenue bonds	33,465,000	-	(1,205,000)	\$ 32,260,000
Compensated absences	172,112	16,367	-	\$ 188,479
Total	51,562,112	16,367	(2,110,000)	49,468,479
Current portion of long-term debt	(2,110,000)			(2,215,000)
Net bond premiums	3,721,499			3,341,231
Total non-current liabilities	53,173,611			50,594,710

**North Weld County Water District
Management's Discussion and Analysis**

Customer Classification, Water Rates, Revenue and Consumption

The District currently provides water service to 6,631 taps, 93% of which, are residential. All water service is metered and read electronically. The following table is a breakdown of water consumption and revenue billed by customer class in 2025.

Classification	2025 Water Consumption (Per 1000 Gal.)	Percent of Total	Total Billed in 2025	Percent of Total
Residence Only	30,827	1.05%	192,792	0.83%
Standard	485,932	16.51%	2,743,118	11.87%
Standard ½	58,383	1.98%	376,634	1.63%
Standard ¾	14,299	0.49%	79,944	0.35%
Flow Control	156,468	5.32%	584,140	2.53%
Commercial	888,598	30.19%	4,428,632	19.17%
Municipal	1,104,849	37.54%	4,114,718	17.81%
Conservation Blue	128,302	4.36%	779,735	3.38%
Fire Meters	448	0.02%	7,447	0.03%
Non-Potable Meters	74,851	2.54%	112,277	0.49%
Unset Meters	-	-	23,231	0.10%
Adjustments	-	-	1,938,596	8.39%
Surcharges (P)	-	-	2,969,136	12.85%
Surcharges (W)	-	-	4,750,480	20.56%
Total	2,942,957	100%	23,100,880	100%

Basic Service Fees, Rates and Charges

The District has established a schedule of rates, fees and charges for the connection to and use of District facilities. State law provides that, until paid, all such rates, fees, tolls and charges constitute a perpetual lien on and against the property served. User charges are billed according to customer classification and usage. Each customer is subject to a minimum monthly charge, which begins when the meter is set. If the meter is not set within 12 months after purchase of the tap, a monthly charge is assessed.

In establishing the current rate schedule, it was determined that the rate must both pay for increasing operating costs, including debt service, and allow for some system deferred maintenance funds while not overburdening District customers on the lower end of the usage scale with excessive rates. The following table is a comparison of basic service fees for a Standard Tap (Class 1). The 2022 rates increased from \$3.88 to \$4.15. Monthly minimum for usage between 0-6 (Kgals) was \$24.90. The 2023 rates increased from \$4.15 to \$4.44. Monthly minimum for usage between 0-6 (Kgals) was \$26.64. The 2024 rates increased from \$4.44 to \$4.75. Monthly minimum for usage between 0-6 (Kgals) was \$28.50. The 2025 rates increased from \$4.75 to \$4.99. Monthly minimum for usage between 0-6 (Kgals) is \$29.94. The 2026 rates increased from \$4.99 to \$5.19. Monthly minimum for usage between 0-6 (Kgals) is \$31.14.

**North Weld County Water District
Management's Discussion and Analysis**

Comparative Residential System User Charges 2022 - 2026

	January 2022	January 2023	January 2024	January 2025	January 2026
Monthly Minimum Usage (Kgals)	\$24.90	\$26.64	\$28.50	\$29.94	\$31.14
0-6					
6 and greater	\$4.15	\$4.44	\$4.75	\$4.99	\$5.19

Comparative Town's User Charges 2022-2026

75% Residential Rate	\$3.11	\$3.33	\$3.56	\$3.74	\$3.89
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Tap Fees

The District charges tap fees to recover costs of system acquisition, construction and expansion. A tap fee is a one-time charge that must be paid in full before the meter will be installed and the account is considered active. The District's tap fee is calculated based upon plant investment fee, distance fee, raw water fee and storage fee. Effective July 1, 2018 the storage fee is no longer a requirement.

The total tap fee for a Water Class 1 and Plant Investment Class 1 is; cash in lieu - raw water for 2025 was \$73,500, approximately the cost of 1 unit of CBT. The plant investment was \$21,900, a distance fee of \$500 per mile from the District's main tank site at Highway 14 and Highway 257 to the property following section lines with a minimum of 5 miles or \$1,500, and a meter pit installation which averages \$2,400.

In 2010, the District made Conservation Blue Taps available to customers purchasing a new tap. A Conservation Blue Tap allows the customer to purchase a tap and not pay the plant investment fee nor pay the distance fee. These taps are automatically in the plant investment surcharge as soon as usage occurs. With the purchase of Conservation Blue Taps, the number of plant investments will decrease while water class allocations will increase.

Per Resolution 20180813-02 – Elimination of Conservation Blue Taps, effective August 13, 2018, Conservation Blue Taps are only available to certain pending subdivisions that have already received conditional or final approval from the District. Plat for such subdivisions shall be recorded on or before August 13, 2019 and the taps, including payment or transfer of water, as applicable, shall be purchased on or before August 13, 2023.

Historical Plant Investment Collections

Year	Number of PIs	Tap Fee Revenue
2019	188	\$1,606,125
2020	260	\$2,478,065
2021	188	\$1,790,750
2022	195	\$3,453,950
2023	109	\$2,223,750
2024	226	\$4,950,000
2025	102	\$2,233,800

**North Weld County Water District
Management's Discussion and Analysis**

Capital Improvement Plan

The five-year capital improvement plan (CIP) for the period 2026 thru 2030 is driven by the growth within the District and Northern Colorado. The CIP for this report is split into the following categories and amounts for each category:

Project	Proposed CIP					Total
	2026	2027	2028	2029	2030	
Main Transmission Lines, Meters, Tanks, Distribution Lines and Pump Stations	31,575,000	17,125,000	13,675,000	10,325,000	13,125,000	85,825,000
Water Resources	12,050,000	850,000	700,000	350,000	450,000	14,400,000
Land /Easements	175,000	175,000	175,000	175,000	175,000	875,000
Total	\$43,800,000	\$18,150,000	\$14,550,000	\$10,850,000	\$13,750,000	\$101,100,000

Upcoming expenditures are to expand and improve the piping network and storage capabilities of the District.

Contracts and Agreements

The District is a party to contracts and cooperative agreements concerning the financing, acquisition, construction, operation, maintenance, and use of certain water facilities.

Economic and Other Factors

Overall, the District has shown an increase in water revenues and moderate increase in tap sales as a result of continued growth throughout the District, the Towns served by the District, and generally in Weld and Larimer counties. Construction of the delivery system has been implemented to provide needed improvements to assure future water revenues and tap sales to be generated.

Land use, zoning and management procedures and policies as established by Weld and Larimer County will materially affect the extent of future growth and development within the District.

Financial Contact

The District's financial statements are designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional financial information please contact Eric Reckentine, District Manager, North Weld County Water District, P.O. Box 56, Lucerne, CO 80646.

Statement of Net Position

	December 31, 2025 and 2024	
	<u>2025</u>	<u>2024</u>
Assets		
Current assets:		
Cash and cash equivalents (Note 4)	\$ 28,991,865	\$ 25,117,689
Receivables	1,217,610	1,620,607
Inventory	2,251,908	2,064,328
Prepaid expenses and other assets	<u>212,216</u>	<u>127,828</u>
Total current assets	32,673,599	28,930,452
Noncurrent assets:		
Restricted assets and cash equivalents (Note 4)	23,092,807	29,397,966
Capital assets: (Note 5)		
Assets not subject to depreciation	170,933,636	161,085,771
Assets subject to depreciation - Net	<u>66,782,106</u>	<u>66,341,901</u>
Total noncurrent assets	<u>260,808,549</u>	<u>256,825,638</u>
Total assets	293,482,148	285,756,090
Liabilities		
Current liabilities:		
Accounts payable	922,971	4,135,484
Accrued liabilities and other	820,339	860,704
Current portion of bonds payable (Note 6)	<u>2,215,000</u>	<u>2,110,000</u>
Total current liabilities	3,958,310	7,106,188
Noncurrent liabilities:		
Compensated absences (Note 6)	188,479	172,112
Payable from restricted assets (Note 2)	2,098,789	2,782,518
Long-term debt - Net (Note 6)	<u>50,406,231</u>	<u>53,001,499</u>
Total noncurrent liabilities	<u>52,693,499</u>	<u>55,956,129</u>
Total liabilities	<u>56,651,809</u>	<u>63,062,317</u>
Net Position		
Net investment in capital assets	206,088,529	198,931,621
Unrestricted	<u>30,741,810</u>	<u>23,762,152</u>
Total net position	<u><u>\$ 236,830,339</u></u>	<u><u>\$ 222,693,773</u></u>

North Weld County Water District

Statement of Revenue, Expenses, and Changes in Net Position

Years Ended December 31, 2025 and 2024

	2025	2024
Operating Revenue		
Water sales - Treated	\$ 23,069,131	\$ 24,890,509
Construction water	397,385	425,683
Total operating revenue	23,466,516	25,316,192
Operating Expenses		
Administrative	3,150,267	2,979,758
Distribution	9,328,039	8,508,537
Depreciation	2,292,626	2,013,585
Total operating expenses	14,770,932	13,501,880
Operating Income	8,695,584	11,814,312
Nonoperating Revenue (Expense)		
Interest earnings	1,895,317	2,781,597
Interest expense	(2,068,830)	(2,162,900)
Other nonoperating income	1,706,975	249,787
Amortization of bond premiums	380,269	396,241
Tap/Connection fees	3,527,251	6,555,491
Total nonoperating revenue	5,440,982	7,820,216
Change in Net Position	14,136,566	19,634,528
Net Position - Beginning of year	222,693,773	203,059,245
Net Position - End of year	\$ 236,830,339	\$ 222,693,773

Statement of Cash Flows

Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows from Operating Activities		
Receipts from customers	\$ 23,730,071	\$ 25,296,364
Payments to suppliers	(12,499,195)	(8,341,793)
Payments to employees and fringes	(2,522,416)	(2,653,539)
Net cash and cash equivalents provided by operating activities	8,708,460	14,301,032
Cash Flows Provided by Noncapital Financing Activities - Other nonoperating revenue	1,706,975	249,787
Cash Flows from Capital and Related Financing Activities		
Acquisition and construction of capital assets	(5,128,982)	(19,628,556)
Principal paid on long-term debt	(2,110,000)	(2,025,000)
Interest paid on long-term debt	(2,342,553)	(2,582,142)
Tap/Connection fees	3,527,251	6,555,491
Acquisition of land, easements, and water rights	(8,687,452)	(6,070,622)
Net cash and cash equivalents used in capital and related financing activities	(14,741,736)	(23,750,829)
Cash Flows Provided by Investing Activities - Earnings on investments	1,895,318	2,781,597
Net Decrease in Cash and Cash Equivalents	(2,430,983)	(6,418,413)
Cash and Cash Equivalents - Beginning of year	54,515,655	60,934,068
Cash and Cash Equivalents - End of year	\$ 52,084,672	\$ 54,515,655
Classification of Cash and Cash Equivalents		
Cash and cash equivalents	\$ 28,991,865	\$ 25,117,689
Restricted cash	23,092,807	29,397,966
Total cash and cash equivalents	\$ 52,084,672	\$ 54,515,655
Reconciliation of Operating Income to Net Cash and Cash Equivalents from Operating Activities		
Operating income	\$ 8,695,584	\$ 11,814,312
Adjustments to reconcile operating income to net cash and cash equivalents from operating activities:		
Depreciation	2,292,626	2,013,585
Changes in assets and liabilities:		
Receivables	402,997	(19,828)
Inventories	(187,580)	(81,115)
Prepaid items	(84,388)	(28,145)
Accrued expenses	251,673	160,781
Accounts payable	(2,678,819)	431,367
Compensated absences	16,367	10,075
Total adjustments	12,876	2,486,720
Net cash and cash equivalents provided by operating activities	\$ 8,708,460	\$ 14,301,032

Note 1 - Nature of Business

North Weld County Water District (the "District") is organized under the provisions of Section 32-1-305 (6) of the Colorado Revised Statutes (CRS). The District was organized on November 28, 1962 as a quasi-municipal corporation and political subdivision of the State of Colorado and is governed pursuant to the provisions of the Colorado Special District Act. The District was established to provide water services to customers in northern Weld and eastern Larimer counties.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

The accounting policies of the District conform to generally accepted accounting principles, as applicable to governmental units accounted for as a business-type activity. The business-type activities reporting model is used since the District's powers are related to those operated in a manner similar to a private utility system where net income and capital maintenance are appropriate determinations of accountability.

Note 2 - Significant Accounting Policies

Reporting Entity

The District is governed by an elected five-member board of directors. In accordance with government accounting principles, there are no separate legal entities appropriate to be reported within these financial statements.

Joint Venture

Prior to February 1, 2017, the District was a participant with East Larimer County Water District (ELCO) and Ft. Collins/Loveland Water District (FLWD) in a joint venture to operate Soldier Canyon Filter Plant (the "Plant"), the filter plant from which the District, ELCO, and FLWD purchase 100 percent of their water. Each district was charged for their respective share of the water purchased from the Plant and for capital improvements made at the Plant on a periodic basis. Major capital improvements to the Plant were funded by the individual districts independently and included in each district's capital assets. As such, the depreciation expense for these assets was also reflected in the financial statements of the District, ELCO, and FLWD. The District's net investment and its share of the operating results of the Plant were reported in the accompanying statement of net position and statement of revenue, expenses, and changes in net position.

On February 1, 2017, the District transferred all of the filter plant assets to a new entity, Solider Canyon Water Treatment Authority (the "Authority"). In exchange for the District's share of the Plant's assets, the District received treatment capacity share. The treatment capacity is considered an intangible asset with an indefinite life and is included in capital assets not subject to depreciation. Complete financial statements for the Authority may be obtained from the Authority's administrative office at 4424 LaPorte Avenue, Ft. Collins, CO 80521.

On April 16, 2019, the District entered into a revised and restated creation agreement with the Authority and other participating districts, which expanded the plant capacity from 45 MGD to 60 MGD, increasing the District's capacity share to 23.24 MGD, or 38.73 percent.

Note 2 - Significant Accounting Policies (Continued)

On January 11, 2024, the District entered into a second revised and restated creation agreement with the Authority. The District's capacity in the treatment plant was not modified; however, the District now holds capacity in the Pleasant Valley Pipeline (PVP), a transmission line that delivers raw water to the Plant; the PVP Munroe Turnout Screen; and the sedimentation basin of 33.78 percent, 15.88 percent, and 16.89 percent, respectively.

Basis of Accounting

The District is a special-purpose government engaged in business activities. This proprietary fund uses the economic resources measurement focus and the full accrual basis of accounting. Revenue is recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Specific Balances and Transactions

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Restricted Assets

The revenue bonds require unspent bond proceeds to be set aside for construction, debt service payments, and other related reserves, as further discussed in Note 6. These amounts have been classified as restricted assets.

Receivables and Allowance for Doubtful Accounts

The District's receivables are due from commercial and residential customers within the District's service area. The District's policy for collections is limited to the right to discontinue service and to place liens on property. In 2020, the District adopted a policy allowing for the certification of delinquent accounts to the County Treasurer for collection - Resolution 2020121407: Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges. During 2025, the District adopted resolution 2025-10-02: Resolution Certifying Delinquent Water Service Fees to Weld County Treasurer for Collection. The District had no allowance for doubtful accounts as of December 31, 2025 and 2024, as the District considers amounts fully collectible.

Capital Contributions

Contributions of cash, transmission lines, and water rights to the District by developers, customers, or agreements with others are treated as capital contributions on the District's statement of revenue, expenses, and changes in net position.

Inventories and Prepaid Items

Inventories are valued at the lower of cost or market. Certain payments to vendors reflect costs applicable to future fiscal years and are recorded as prepaid items, when applicable.

Capital Assets

Capital assets are defined by the District as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Note 2 - Significant Accounting Policies (Continued)

Capital assets are depreciated using the straight-line method over the following useful lives:

Capital Asset Class	Depreciable Life - Years
Facilities	40
Transmission and distribution system	10-100
Vehicles and field equipment	5-10
Other	5-20

Net Position

Net position of the District is classified in three components. Net investment in capital assets consists of capital assets net of accumulated depreciation and is reduced by the current balances of any outstanding borrowings used to finance the purchase or construction of those assets. The restricted component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Unrestricted net position is the remaining net position that does not meet the definition of invested in capital or restricted.

Net Position Flow Assumption

The District will sometimes fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Compensated Absences (Vacation and Sick Leave)

A leave liability is recognized due to the leave attributable to services already rendered, leave that accumulates, and leave that is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. It is the District's policy to permit employees to accumulate earned but unused sick and vacation pay benefits. Sick pay is accrued for the estimated amount that the District expects will be used subsequent to year end; vacation pay is accrued when incurred.

The District has recorded a liability of \$188,479 and \$172,112 at December 31, 2025 and 2024, respectively.

Payable from Restricted Assets

Accounts payable from restricted asset balances recorded on the statement of net position as of December 31, 2025 and 2024 include retainages, certain amounts recorded in accounts payable, and arbitrage liabilities to be paid from unspent bond proceeds.

Retainages payable totaled approximately \$73,500 and \$1,309,000 for the years ended December 31, 2025 and 2024, respectively, and will be disbursed upon project completion.

Accounts payable related to capital assets payable from bond proceeds totaled approximately \$238,500 and \$0 for the years ended December 31, 2025 and 2024, respectively.

Obligations pertaining to the 2019 and 2022 unspent tax-exempt bond proceeds totaled approximately \$1,787,000 and \$1,473,000 as of December 31, 2025 and 2024, respectively. Of the total, approximately \$20,000 is due to be remitted to the Internal Revenue Service (IRS) in June 2026, while the approximate remaining balance of \$1,767,000 is not required to be remitted until November 2027.

Note 2 - Significant Accounting Policies (Continued)

Long-term Obligations

Long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bond using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed at the time they are incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

Credit Risk, Major Customers, and Suppliers

Sales are predominately to commercial and residential customers within the District's service area. The District extends trade credit to its customers on terms that are generally practiced in the industry. One major customer accounted for approximately 14 percent of accounts receivable as of and for the year ended December 31, 2025. No major customers accounted for more than 10 percent of accounts receivable as of and for the year ended December 31, 2024. No major customers accounted for more than 10 percent of sales as of and for the years ended December 31, 2025 and 2024.

Revenue Recognition

Revenue is recognized when earned. Metered water accounts are read and billed monthly on 30-day cycles. There was no significant unbilled revenue at December 31, 2025 and 2024.

Operating Revenue and Expenses

The District distinguishes between operating revenue and expenses and nonoperating items in the statement of revenue, expenses, and changes in net position. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with the District's purpose of providing water services to its customers. Operating revenue consists of charges to customers for services provided. Operating expenses include the cost of service, administrative expenses, and depreciation of assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses or capital contributions.

Water Rights

The District's water rights are primarily composed of those acquired by the District. The cost of water rights includes acquisition cost and legal and engineering costs related to the development and augmentation of those rights. All other costs, including costs incurred for the protection of those rights, are expensed when incurred.

Adoption of New Accounting Pronouncement

During the current year, the District adopted GASB Statement No. 102, *Certain Risk Disclosures*, which requires governments to assess whether a concentration or constraint makes the government vulnerable to the risk of a substantial impact. It also requires governments to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months the date the financial statements are issued. If certain criteria are met for a concentration or constraint, disclosures are required in the notes to the financial statements. The criteria was not met for a concentration or constraint, and as such, the implementation of this standard had no significant impact to the financial statements as of December 31, 2025.

Note 2 - Significant Accounting Policies (Continued)

Upcoming Accounting Pronouncements

In April 2024, the GASB issued Statement No. 103, *Financial Reporting Model Improvements*, which establishes new accounting and financial reporting requirements or modifies existing requirements related to the following: management's discussion and analysis; unusual or infrequent items; presentation of the proprietary fund statement of revenue, expenses, and changes in fund net position; information about major component units in basic financial statements; budgetary comparison information; and financial trends information in the statistical section. The provisions of this statement are effective for the District's financial statements for the year ending December 31, 2026.

In September 2024, the GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*, which requires certain types of capital assets, such as lease assets, intangible right-of-use assets, subscription assets, and other intangible assets, to be disclosed separately by major class of underlying asset in the capital assets note. This statement also requires additional disclosures for capital assets held for sale. The provisions of this statement are effective for the District's financial statements for the year ending December 31, 2026.

In December 2025, the GASB issued Statement No. 105, *Subsequent Events*, which defines subsequent events, including the subsequent events time frame, and establishes accounting and financial reporting requirements related to subsequent events. The provisions of this Statement supersede the guidance on subsequent events found in GASB 56, paragraph 8-15. The provisions of this statement are effective for the District's financial statements for the year ending December 31, 2027.

Subsequent Events

On January 8, 2026, the District agreed to purchase 120 units of additional water rights at a total cost of \$7,090,200. On March 17, 2026, the District agreed to purchase one unit of additional water rights at a total cost of \$4,150,200.

Note 3 - Budgets and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the board of directors (the "Board") in accordance with state statutes. The budget is prepared on a basis consistent with GAAP except that capital asset additions and principal payments are budgeted as expenditures and debt proceeds are budgeted as revenue.

Note 3 - Budgets and Budgetary Accounting (Continued)

The budget process timeline is as follows:

1. On or before October 15, the district staff submits to the Board a proposed budget for the fiscal year commencing on the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at regular board meetings to obtain public comments.
3. Prior to December 31, the budget is adopted by the Board.
4. Unused appropriations lapse at the end of each year.

Refer to the supplementary information section for an overview of budgeted and actual expenditures for fiscal year 2025.

Note 4 - Cash and Cash Equivalents

The District had cash and cash equivalents as follows:

	2025	2024
Cash and cash equivalents	\$ 28,991,865	\$ 25,117,689
Restricted cash and cash equivalents	<u>23,092,807</u>	<u>29,397,966</u>
Total	<u>\$ 52,084,672</u>	<u>\$ 54,515,655</u>

The District's cash and short-term investments are subject to several types of risk, which are examined in more detail below:

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Colorado state statutes govern the entity's deposits of cash. For deposits in excess of federally insured limits, CRS requires the depository institution to maintain collateral on deposit with an official custodian (as authorized by the State Banking Board). The Colorado Public Deposit Protection Act (PDPA) requires state regulators to certify eligible depositories for public deposit. PDPA requires the eligible depositories with public deposits in excess of the amounts insured by the Federal Deposit Insurance Corporation (FDIC) to create a single institutional collateral pool of obligations of the State of Colorado or local Colorado governments and obligations secured by first lien mortgages on real property located in the state. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the assets in the pool must be at least 102 percent of the uninsured deposits. At December 31, 2025 and 2024, the District had deposits with a financial institution with a carrying amount of \$5,859,733 and \$3,323,032, respectively, of which \$250,000 was covered by federal depository insurance for each of the years ended December 31, 2025 and 2024. The remaining balances of \$5,609,733 and \$3,073,032, respectively, were collateralized with securities held by the financial institutions' agents but not in the District's name.

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which special districts may invest, which include the following:

- Certificates of deposit with an original maturity in excess of three months
- Certain obligations of the United States and U.S. government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Banker's acceptance of certain banks

Note 4 - Cash and Cash Equivalents (Continued)

- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

External Investment Pool

At December 31, 2025 and 2024, the District had invested \$46,224,739 and \$51,192,423, respectively, in the Colorado Local Government Liquid Asset Trust (the "Trust"), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commission administers and enforces all state statutes governing the Trust. The Trust operates similarly to a money market fund, and each share is equal in value to \$1. The Trust offers shares in three portfolios, COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE. COLOTRUST PRIME invests only in U.S. Treasury and government agencies. COLOTRUST PLUS+ can invest in U.S. Treasury, government agencies, and the highest-rate commercial paper. COLOTRUST EDGE is an enhanced cash, variable NAV pool that offers next-day liquidity. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as a safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. All of the District's invested balances are held in COLOTRUST PRIME. The Trust is measured at net asset value. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

Interest Rate Risk

Interest rate risk is the risk that the value of investments will decrease as a result of a rise in interest rates. The District does not have a formal written investment policy that limits investment maturities as a means of managing its exposure to fair value losses; however, the District adheres to state statutes. Colorado Revised Statutes limit investment maturities to five years or less from the date of purchase. The COLOTRUST PRIME portfolio has a target weighted-average maturity of 60 days or less. Actual weighted-average maturity was 62 and 98 days for the years ended December 31, 2025 and 2024, respectively.

Credit Risk

State law limits investments in commercial paper to the top two ratings issued by nationally recognized statistical rating organizations. The District has no investment policy that would further limit its investment choices. COLOTRUST PRIME is rated AAAM by Standard and Poor's Global Credit Ratings.

December 31, 2025 and 2024

Note 5 - Capital Assets

Capital asset activity of the District's business-type activities was as follows:

	Balance January 1, 2025	Additions	Disposals and Adjustments	Balance December 31, 2025
Capital assets not being depreciated:				
Land, easements, and water rights	\$ 118,766,175	\$ 8,687,453	\$ -	\$ 127,453,628
SCWTA treatment capacity	22,849,610	-	-	22,849,610
Construction in progress	19,469,986	2,890,485	(1,730,073)	20,630,398
Subtotal	161,085,771	11,577,938	(1,730,073)	170,933,636
Capital assets being depreciated:				
Transmission and distribution system	97,229,953	529,057	1,730,073	99,489,083
Facilities	1,667,567	17,950	-	1,685,517
Vehicles and field equipment	2,861,811	203,749	-	3,065,560
Other	307,362	251,688	-	559,050
Subtotal	102,066,693	1,002,444	1,730,073	104,799,210
Accumulated depreciation:				
Transmission and distribution system	32,927,138	2,085,706	(314)	35,012,530
Facilities	609,866	41,689	-	651,555
Vehicles and field equipment	2,103,840	164,002	-	2,267,842
Other	83,948	1,229	-	85,177
Subtotal	35,724,792	2,292,626	(314)	38,017,104
Net capital assets being depreciated	66,341,901	(1,290,182)	1,730,387	66,782,106
Net capital assets	\$ 227,427,672	\$ 10,287,756	\$ 314	\$ 237,715,742

December 31, 2025 and 2024

Note 5 - Capital Assets (Continued)

	Balance January 1, 2024	Additions	Disposals and Adjustments	Balance December 31, 2024
Capital assets not being depreciated:				
Land, easements, and water rights	\$ 112,695,553	\$ 6,070,622	\$ -	\$ 118,766,175
SCWTA treatment capacity	22,849,610	-	-	22,849,610
Construction in progress	8,333,141	16,488,497	(5,351,652)	19,469,986
Subtotal	143,878,304	22,559,119	(5,351,652)	161,085,771
Capital assets being depreciated:				
Transmission and distribution system	87,222,044	4,656,257	5,351,652	97,229,953
Facilities	1,667,567	-	-	1,667,567
Vehicles and field equipment	2,600,942	260,869	-	2,861,811
Other	78,221	229,141	-	307,362
Subtotal	91,568,774	5,146,267	5,351,652	102,066,693
Accumulated depreciation:				
Transmission and distribution systems	31,057,177	1,869,961	-	32,927,138
Facilities	568,176	41,690	-	609,866
Vehicles and field equipment	2,007,633	96,207	-	2,103,840
Other	78,221	5,727	-	83,948
Subtotal	33,711,207	2,013,585	-	35,724,792
Net capital assets being depreciated	57,857,567	3,132,682	5,351,652	66,341,901
Net capital assets	\$ 201,735,871	\$ 25,691,801	\$ -	\$ 227,427,672

Depreciation expense was \$2,292,626 and \$2,013,585 for the years ended December 31, 2025 and 2024, respectively.

Construction Commitments

The District has active construction projects at year end. The District had \$73,527 and \$1,309,265 in retainage payable as of December 31, 2025 and 2024, respectively. As of December 31, 2025 and 2024, the District had unexpended construction-related contract commitments of \$20,549,088 and \$18,154,051, respectively.

Note 6 - Long-term Debt

Long-term debt activity for the years ended December 31, 2025 and 2024 can be summarized as follows:

	2025				Due within One Year
	Beginning Balance	Additions	Reductions	Ending Balance	
Bonds and contracts payable:					
Direct borrowings and placements - Revenue bonds:					
2019 revenue bonds	\$ 15,700,000	\$ -	\$ (480,000)	\$ 15,220,000	\$ 510,000
2020 revenue bonds	2,225,000	-	(425,000)	1,800,000	435,000

December 31, 2025 and 2024

Note 6 - Long-term Debt (Continued)

	2025				
	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
2022 revenue bonds	\$ 33,465,000	\$ -	\$ (1,205,000)	\$ 32,260,000	\$ 1,270,000
Total direct borrowings principal outstanding	51,390,000	-	(2,110,000)	49,280,000	2,215,000
Net bond premiums	3,721,499	-	(380,268)	3,341,231	-
Long-term borrowings - Net of premiums	55,111,499	-	(2,490,268)	52,621,231	2,215,000
Compensated absences	172,112	134,600	(118,233)	188,479	-
Total long-term debt	<u>\$ 55,283,611</u>	<u>\$ 134,600</u>	<u>\$ (2,608,501)</u>	<u>\$ 52,809,710</u>	<u>\$ 2,215,000</u>
	2024				
	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Bonds and contracts payable:					
Direct borrowings and placements - Revenue bonds:					
2019 revenue bonds	\$ 16,160,000	\$ -	\$ (460,000)	\$ 15,700,000	\$ 480,000
2020 revenue bonds	2,640,000	-	(415,000)	2,225,000	425,000
2022 revenue bonds	34,615,000	-	(1,150,000)	33,465,000	1,205,000
Total direct borrowings principal outstanding	53,415,000	-	(2,025,000)	51,390,000	2,110,000
Net bond premiums	4,117,741	-	(396,242)	3,721,499	-
Long-term borrowings - Net of premiums	57,532,741	-	(2,421,242)	55,111,499	2,110,000
Compensated absences	162,037	60,536	(50,461)	172,112	-
Total long-term debt	<u>\$ 57,694,778</u>	<u>\$ 60,536</u>	<u>\$ (2,471,703)</u>	<u>\$ 55,283,611</u>	<u>\$ 2,110,000</u>
				2025	2024

2019 Revenue Bonds

\$16,160,000 Water Enterprise Revenue Bonds, Series 2019 due in principal installments of \$480,000 in 2025 with additional increases up until the maturity date of 2039; interest ranging from 4.0 to 5.0 percent for the years ended December 31, 2025 and 2024. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$85,627 and \$89,267 as of December 31, 2025 and 2024, respectively

\$ 15,220,000 \$ 15,700,000

December 31, 2025 and 2024

Note 6 - Long-term Debt (Continued)

	2025	2024
2020 Refunding Revenue Bonds		
<p>\$3,850,000 Water Enterprise Revenue Refunding Loan, Series 2020 due in principal installments of \$425,000 in 2025 with additional increases up until the maturity date of 2029; interest at 4.0 percent for each of the years ended December 31, 2025 and 2024. These bonds were issued to refund the 2009 Colorado Water Resource and Power Development Authority (CWRPDA) loan. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$6,750 and \$8,344 as of December 31, 2025 and 2024, respectively</p>		
	\$ 1,800,000	\$ 2,225,000
2022 Revenue Bonds		
<p>\$34,615,000 Water Enterprise Revenue Bonds, Series 2022 due in principal installments of \$1,205,000 in 2025 with additional increases up until the maturity date of 2042; interest ranging from 4.0 to 5.0 percent at December 31, 2025 and 2024. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$483,300 and \$503,383 as of December 31, 2025 and 2024, respectively</p>		
	32,260,000	33,465,000
Total debt	\$ 49,280,000	\$ 51,390,000

Debt Service Requirements to Maturity

Annual debt service requirements to maturity for the above bonds and note obligations are as follows:

Years Ending December 31	Principal	Interest	Total
2026	\$ 2,215,000	\$ 2,002,000	\$ 4,217,000
2027	2,305,000	1,903,213	4,208,213
2028	2,415,000	1,800,200	4,215,200
2029	2,510,000	1,697,562	4,207,562
2030	2,655,000	1,590,650	4,245,650
2031-2035	15,170,000	6,085,450	21,255,450
2036-2040	16,885,000	2,836,950	19,721,950
2041-2042	5,125,000	309,600	5,434,600
Total	\$ 49,280,000	\$ 18,225,625	\$ 67,505,625

Note 7 - Risk Management

The District is a member of the Colorado Special District Property and Liability Pool (CSDPLP). The District has joined together with other special districts in the State of Colorado. This is a public entity risk pool currently operating as a common risk management and insurance program for members. The District pays annual contributions for its property, casualty, and worker's compensation insurance coverage. The intergovernmental agreement provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the pool will purchase excess insurance through commercial companies for members' claims in excess of specified self-insurance retention.

Note 7 - Risk Management (Continued)

At December 31, 2024 (the most current audited financial statements), CSDPLP has total admitted assets of \$86,648,039, liabilities of \$57,746,885, and unassigned surplus of \$28,901,154. The liability amount includes no long-term debt. Total revenue for 2024 amounted to \$32,245,532, investment income was \$2,533,713, and total expenses were \$30,236,676, resulting in a net gain of \$4,542,569. The amount of the District's share of these amounts is less than 1 percent.

Note 8 - Deferred Compensation

During 1993, the District established an Internal Revenue Code Section 457 deferred compensation plan, which also provides for contributions from the employee and the employer. The District makes matching contributions of up to 3.0 percent of an employee's eligible salary. During 2025 and 2024, the District's contributions to this plan totaled \$212,205 and \$123,941, respectively.

Note 9 - TABOR Compliance

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations that apply to the State of Colorado and all local governments.

Enterprises, defined as government-owned businesses authorized to issue revenue bonds and receiving less than 10 percent of annual revenue in grants from all state and local governments combined, are excluded from the provisions of TABOR. The District's management believes a significant portion of its operations qualifies for this exclusion.

Spending and revenue limits are determined based on the prior year's fiscal year spending adjusted for allowable increases based upon inflation and local growth. Fiscal year spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the fiscal year spending limit must be refunded unless the voters approve retention of such revenue.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate fiscal year spending limits and qualification as an enterprise, will require judicial interpretation.

Supplementary Information

North Weld County Water District

Schedule of Revenue and Expenditures - Budget to Actual (Budgetary Basis) - Unaudited

December 31, 2025 and 2024

The District prepares its annual budget on a non-GAAP basis of accounting. Below is the reconciliation from the budget basis of accounting to GAAP basis:

	2025	2024
Excess (deficit) of non-GAAP revenue over expenditures (budgetary basis)	\$ 1,358,227	\$ (8,478,514)
Adjustments required to reconcile:		
Non-GAAP revenue/expenditures:		
Bond principal	2,110,000	2,025,000
Capital asset acquisition	12,580,696	27,705,386
GAAP revenue/expense - Adjustments:		
Depreciation expense	(2,292,626)	(2,013,585)
Amortization of bond premiums	380,269	396,241
Change in net position GAAP basis	\$ 14,136,566	\$ 19,634,528

	Final Budget	Actual - Budgetary Basis	Variance - (Unfavorable) Favorable	Year Ended December 31, 2024 Actual - Budgetary Basis
Revenue:				
Operating revenue:				
Metered sales	\$ 15,748,908	\$ 13,441,618	\$ (2,307,290)	\$ 13,713,979
Surcharges	4,300,000	4,750,480	450,480	5,304,912
PI surcharge	2,800,000	2,969,136	169,136	3,413,142
Adjustments	-	1,907,897	1,907,897	2,458,476
Construction water	223,969	397,385	173,416	425,683
Total operating revenue	23,072,877	23,466,516	393,639	25,316,192
Nonoperating revenue:				
Earnings on investments	1,500,860	1,895,317	394,457	2,781,597
Water lease and rental	18,943	75,619	56,676	-
Miscellaneous	-	1,631,356	1,631,356	249,787
Total nonoperating revenue	1,519,803	3,602,292	2,082,489	3,031,384
Capital contributions:				
Tap fees - Customers	3,300,000	2,233,800	(1,066,200)	4,950,000
Meter set fees	345,329	111,341	(233,988)	47,615
Reimbursement for water rights	-	477,750	477,750	330,750
Distance fees	183,790	599,500	415,710	809,500
Reimbursement for line extension	159,181	-	(159,181)	408,146
Miscellaneous	-	104,860	104,860	9,480
Total capital contributions	3,988,300	3,527,251	(461,049)	6,555,491
Total revenue	28,580,980	30,596,059	2,015,079	34,903,067

North Weld County Water District

Schedule of Revenue and Expenditures - Budget to Actual (Budgetary Basis) - Unaudited

December 31, 2025 and 2024

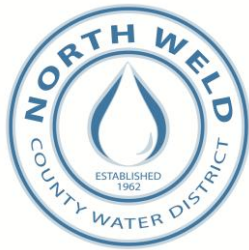
	Final Budget	Actual - Budgetary Basis	Variance - (Unfavorable) Favorable	Year Ended December 31, 2024 Actual - Budgetary Basis
Expenditures:				
Administrative:				
Personnel - Administrative	\$ 703,941	\$ 956,584	\$ 252,643	\$ 1,399,408
Payroll taxes	141,780	177,426	35,646	162,699
Health insurance	62,424	56,998	(5,426)	53,590
Office utilities	214,352	444,414	230,062	355,173
Office expense	233,182	294,285	61,103	347,648
Professional fees	838,008	1,194,702	356,694	639,479
Miscellaneous	-	25,858	25,858	21,761
Total administrative	2,193,687	3,150,267	956,580	2,979,758
Distribution:				
Water	4,225,299	4,368,215	142,916	4,300,523
Personnel operations	2,050,477	2,036,213	(14,264)	1,878,956
Operation and maintenance	2,001,399	1,740,094	(261,305)	1,654,614
Electricity	188,416	206,672	18,256	205,720
Communications	52,020	1,301	(50,719)	1,201
Insurance	175,848	144,226	(31,622)	152,485
Miscellaneous	-	831,318	831,318	315,038
Total distribution	8,693,459	9,328,039	634,580	8,508,537
Debt service:				
Interest expense	-	2,068,830	2,068,830	2,162,900
Principal paid	1,231,000	2,110,000	879,000	2,025,000
Total debt service	1,231,000	4,178,830	2,947,830	4,187,900
Capital improvements:				
Storage tanks	12,250,000	149,500	(12,100,500)	185,945
Pump stations	-	541,338	541,338	-
Equipment	100,000	473,387	373,387	-
System	12,550,000	1,568,605	(10,981,395)	9,242,220
Water rights, storage, and infrastructure	6,280,000	8,169,396	1,889,396	7,140,376
Land and easements	180,000	518,057	338,057	-
Construction in progress	-	1,160,413	1,160,413	11,136,845
Total capital improvements	31,360,000	12,580,696	(18,779,304)	27,705,386
Total budgeted expenditures	43,478,146	29,237,832	(14,240,314)	43,381,581
Excess of budgeted expenditures over budgeted revenue	\$ (14,897,166)	\$ 1,358,227	\$ 16,255,393	\$ (8,478,514)

December 31, 2025 and 2024

The District's 2019 and 2022 Water Enterprise Revenue Bonds require the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) equal the annual operation and maintenance expenses for such fiscal year; (2) equal to 110 percent of the principal and interest payable on the 2022 Bonds, the 2020 Bonds, and the 2019 Bonds and any Parity Lien Bonds then outstanding payable from the net pledged revenue in that fiscal year; and (3) equal any amounts required to pay all policy costs, if any, due to owing and all sums if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the gross pledged revenue or any securities payable therefrom.

The District's 2020 Water Enterprise Revenue Bonds require the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) equal the annual operation and maintenance expenses for such fiscal year; (2) equal to 135 percent of the principal and interest payable on the 2020 Bonds, and any Parity Lien Bonds then outstanding payable from the net pledged revenue in that fiscal year; and (3) equal any amounts required to pay all policy costs, if any, due to owing and all sums if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the gross pledged revenue or any securities payable therefrom.

	2025	2024
Operating revenue	\$ 23,466,516	\$ 25,316,192
Nonoperating revenue	3,602,292	3,031,384
Tap/Connection fees	3,527,251	6,555,491
Operation and maintenance expense (excluding depreciation expense)	(12,478,306)	(11,488,295)
Net revenue as defined in loan resolution	18,117,753	23,414,772
Bonds principal due	2,110,000	2,025,000
Bonds interest due	2,095,813	2,185,650
Subtotal	4,205,813	4,210,650
Required revenue as defined in loan resolution	\$ 4,626,394	\$ 4,631,715



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

May 29, 2026

ADDRESS

Via Email

Re: North Weld County Water District – 2026 Wholesale Customer NPIC Shares

Dear _____:

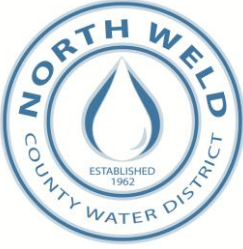
As you know, the Town of _____ (“Town”) purchases treated water from North Weld County Water District (“North Weld”), subject to the terms of a water serve agreement (“WSA”). The WSA requires the Town to furnish raw water supplies for subsequent treatment by North Weld, including water derived from the Town’s North Poudre Irrigation Company (“NPIC”) shares.

North Weld has and will continue to utilize the Town’s NPIC shares as a raw water source. However, in 2026, North Weld will modify how it takes delivery of water available to those NPIC shares in response to recent changes in NPIC policies and the on-going drought conditions.

NPIC updated its water allocation and delivery policies in April 2026. Under those policies, NPIC now allocates two different types of “multiple use” water - Multiple Use C-BT Water (MU-CBT), and the newly created Multiple Use Direct Flow Water (MU-DF), which is comprised of the Southside Ditches and Josh Ames Ditch water rights we have been discussing over the last year. Unlike the MU-CBT allocation, the MU-DF water allocation is available on a “use it or lose it” basis, meaning that, when it is available, the MU-DF water must be immediately taken by a requesting shareholder, or that shareholder’s MU-DF water is forfeited.

To avoid forfeiting water in this dry year, North Weld coordinated with NPIC to take delivery of the Town’s MU-DF allocation, as of May 16, 2026, for treatment at Solider Canyon Filter Plant for benefit of the Town. Consistent with past practices, North Weld will continue in 2026 to take delivery and treat the Town’s MU-CBT allocation from Horsetooth Reservoir when requested. Unfortunately, NPIC’s allocation of MU-CBT water is currently set at a historic low of 1.5 acre-feet per share.¹ In hopes of improving overall yields for the Town, North Weld intends to continue taking delivery of water available under the Town’s MU-DF allocation for the remainder of the year.

¹ The average MU-CBT water allocation is approximately 2.3 acre-feet per NPIC share.



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North Weld will pilot the diversion and use of the MU-DF allocation in 2026. Because this is the first year that NPIC has separately allocated MU-DF water, NPIC's accounting and ditch operations are still evolving. It is too early to determine whether and to what extent the water delivered under the MU-DF allocation will help alleviate the impact of the historically low MU-CBT allocation. At the end of this irrigation season, North Weld will evaluate the 2026 data and then discuss the benefits this water may provide to the Town.

North Weld's obligation to deliver treated water to the Town remains subject to all terms of the WSA. North Weld reserves the right to operate its water supply system as it deems appropriate, including the sole discretion to determine the source, amounts, and rate at which water will be diverted to Solider Canyon Filter Plant.

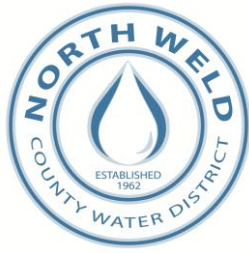
We appreciate the Town's cooperation. If the Town does not want North Weld to divert, treat, and deliver to you the Town's MU-DF water, please let me know as soon as possible, and North Weld will adjust the Town's account. Please contact me with any questions.

Sincerely,

Eric Reckentine

Eric Reckentine
General Manager

cc:



NORTH WELD COUNTY WATER DISTRICT

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June 2, 2026

VIA EMAIL

East Larimer County Water District
Attn: Mike Scheid
232 South Link Lane
Fort Collins, CO 80524
mikes@elcowater.org

RE: Unauthorized Use of North Weld County Water District Water Through Interconnect Valve — Request for Information

Dear Mr. Scheid:

This letter is written on behalf of the North Weld County Water District (“NWCWD” or the “District”). It has come to the District’s attention that an 8-inch gate valve (the “Valve”) located approximately 1,000 feet north of East County Road 50 in the southbound lane of North County Road 3 identified on the enclosed map — which is designed and required to remain in the closed position in order to isolate the NWCWD distribution system from the East Larimer County Water District (“ELCO”) distribution system — has been confirmed to be in the open position. NWCWD’s operations staff have physically confirmed that the Valve is open and that water is flowing unmetered from the NWCWD distribution system into the ELCO distribution system.

The unauthorized flow of NWCWD water through the Valve is of serious concern to the District. NWCWD is entitled to a full accounting of all water that has passed through the Valve, all properties that have been served with that water, and all revenues ELCO has collected in connection with such service. Accordingly, NWCWD hereby formally requests that ELCO provide the following information within fourteen (14) calendar days of the date of this letter:

1. A complete list of all properties currently being served, in whole or in part, with water flowing through the Valve, including the legal description, parcel number, and service address of each such property.
2. The date on which water first began flowing through the Valve into the ELCO distribution system, and the duration for which each identified property has received water through the Valve.

3. A full accounting of the total volume of water that has passed through the Valve, including all available meter readings, flow records, estimates, or calculations used to quantify the water delivered.
4. A statement as to whether ELCO has charged, collected, or retained any rates, fees, tap fees, or other revenues from any customer or property owner in connection with water delivered through the Valve, and if so, the total amount collected and the period over which such revenues were received.
5. Copies of any agreements, easements, licenses, or other authorizations that ELCO contends permit the current use of the Valve or the delivery of NWCWD water through the Valve.

NWCWD reserves all rights and remedies available to it under applicable law, including but not limited to the right to seek reimbursement for all water delivered through the Valve without authorization, reimbursement of all revenues collected by ELCO in connection with such water, and any other relief to which NWCWD may be entitled. Nothing in this letter shall be construed as a waiver of any such rights or remedies.

Please direct your response and all responsive documents to me. NWCWD expects ELCO's full and prompt cooperation in this matter.

Sincerely,

NORTH WELD COUNTY WATER DISTRICT

Eric Reckentine, District General Manager

