

# GREATROCK NORTH WATER AND SANITATION DISTRICT

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Greenwood Village, CO 80111  
(P) 303-779-5710 (F) 303-779-0348  
www.colorado.gov/greatrocknorthwsd

*Mission: To provide the highest quality of water at the most affordable price for current customers and to provide for the expansion of the District as growth occurs.*

## NOTICE OF SPECIAL MEETING AND AGENDA

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**DATE:** February 9, 2022  
**TIME:** 4:30 P.M.  
**LOCATION:** This meeting will be held via teleconferencing and can be joined through the directions below:  
**ACCESS:** You can attend the meeting in any of the following ways:

1. To attend via MS Teams videoconference use the below link –  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OGRmYmFhODAtMDM1Yi00NWY5LTgyYzktOTEzMGZkNjc4MzM2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGRmYmFhODAtMDM1Yi00NWY5LTgyYzktOTEzMGZkNjc4MzM2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d)
2. Or by calling 1-720-547-5281 & entering the following Phone Conference ID: **345 031 154#**

<u>Board of Directors:</u>	<u>Office</u>	<u>Term Expires</u>
Robert William Fleck	President	May, 2023
John D. Wyckoff	Vice President	May, 2022
Jeffrey Polliard	Treasurer	May, 2022
Brian K. Rogers	Secretary	May, 2023
Dave Lozano	Asst. Secretary	May, 2022

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<u>Consultants:</u>	
Lisa A. Johnson	District Manager
Jennifer Gruber Tanaka, Esq.	District General Counsel
Erin K. Stutz, Esq.	
Nicholaus Marcotte, PE	District Engineer
Mike Murphy	District Operator in Responsible Charge

Greatrock North Water and Sanitation District  
February 9, 2022 Agenda

I. ADMINISTRATIVE MATTERS (Action Items Status Matrix – enclosure - 002)

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda.

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C. Board of Director’s Report.

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D. District Manager’s Report (enclosure – 003).

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E. Water Rights Update.

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II. CONSENT AGENDA

A. 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.

1. Approve the Minutes of the January 4, 2022 regular meeting (enclosure – 004).
  2. Ratify approval of the payment of claims for the period ending February 3, 2022 in the amount of \$334,987.04 (enclosure - 005).
  3. Operations and Maintenance Activities Report (enclosure – 006).
  4. Review meter installation report (enclosure – 007).
  5. Acceptance of cash position schedule and unaudited financial statements for the period ending \_\_\_\_\_ and Inclusion Summary (to be distributed).
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III. FINANCIAL MATTERS

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IV. ENGINEER’S REPORT (enclosure – 008)

A. Capital Projects Update

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1. Third Alluvial Well
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Greatrock North Water and Sanitation District  
February 9, 2022 Agenda

- 2. Evaporation Pond
- 

- 3. Reverse Osmosis Treatment Facility
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- a. Status of Board of County Commissioners Meeting and approval of project.
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- b. Ratify approval of Change Order No. 2 to the Construction Contract with Moltz Construction in the amount of \$279,874.49.
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- c. Ratify approval of Second Addendum to the Independent Contractor Agreement with Diversified Underground Inc. for potholing services in the amount of \$9,980.00 (enclosure - 009).
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- V. OPERATIONS AND MAINTENANCE MATTERS (ORC Report – enclosure – 010).
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- VI. LEGAL MATTERS

- A. Update on 2022 Director’s Election.
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- VII. OTHER MATTERS

- A. Status of Homestead Heights/Country Club Ranchettes #1.
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- 1. Review and approve Utility Easement between the District and Jose Luis Silva Villalobos and Iris Gallegos Silva (enclosure -011).
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- 2. Review and approve Utility Easements between the District and Country Club Ranchettes, LLC (Lots 21, 23, and 34) (enclosures – 012a-c).
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- B. Status of Hayesmount Estates.
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- C. Status of Ridgeview Estates.
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Greatrock North Water and Sanitation District  
February 9, 2022 Agenda

D. Status of Country Club Ranchettes Filing No. 2.

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VIII. COMMUNITY COMMENTS (ITEMS NOT ON THE AGENDA ONLY. COMMENTS LIMITED TO 3 MINUTES PER PERSON AND TAKEN IN ORDER LISTED ON SIGN UP SHEET).

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IX. ADJOURNMENT

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**THE NEXT MEETING IS SCHEDULED  
for Tuesday, March 1, 2022  
at 4:30 p.m.**

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
<b>INCLUSION AND DEVELOPMENT MATTERS</b>										
Homestead Heights Development (a/k/a Country Club Ranchettes Filing No. 1)	12/6/16	Nick	N/A	2		X				<p>12/15/2020: Brad is reviewing submittals for the off-site water connections and requested information on the RHF check valve vault from Manhard Consulting.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.</p> <p>1/17/2021: Brad emails Laurie at Manhard re: the revised information Blanco needs to resubmit on the RHF check valve vault.</p> <p>1/20/2021: Blanco emails revised submittal for RHF check valve vault to Brad. Brad to review and comment.</p> <p>2/10/2021: Jay Skolnick indicates he has selected a different contractor to perform the work. Brad advised Jay the District needs a schedule and requires a pre-construction meeting.</p> <p>2/18/2021: Brad emailed Jay to request a pre-construction meeting.</p> <p>4/13/21: Jay Skolnick emails inquiry on status of construction observations on Blanco by Bryan Dalrymple; Brad forwards email to Bryan</p> <p>4/19/21: MMI meeting with Bryan Dalrymple to review inspection and testing records cancelled due to weather forecast.</p> <p>05/10/2021: A pre-construction meeting scheduled for May 11 for the on-site water system improvements was postponed since the developer does not have plans approved by Adams County therefore no work can be performed within the new rights-of-way.</p> <p>05/10/2021: Adams County cannot approve the plans or issue any permits until the County has received and approved the surety for the SIA.</p> <p>9/7/21: Nick is working with the developer to relocate fire hydrants per County requirements.</p> <p>12/28/2021 – District notified that the County has potentially provided a variance on the relocation of hydrants.</p>
Ridgeview Estates	3/3/2020	Nick	N/A	2		X				<p>12/10/2020: Brad meets w/ Blanco Inc. at site of water tie-in at Great Rock Way to review layout and design.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior</p>

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										action items lists. 1/7/2021: Met yesterday with Blanco regarding tie in at tank site. 1/13/2021: GN residents report brown water following tie-in in Great Rock Way. Bryan flushes fire hydrants. 2/18/2021: Brad talked with David Moore and emailed DM a request for an updated schedule for coordination with REC and testing required. 5/4/2021: onsite water improvements in process and project is almost complete. 7/19/21: Offsite water improvements was completed by REC. Onsite water system improvements initial acceptance will be provided after onsite surface improvements (asphalt, curb, gutter) have been placed. Element has notified the developer of this requirement on 7/6/21. 8/19/21: An initial walkthrough and punch list was generated and forwarded to the developer’s engineer. A response to the punch list is expected when items are complete. After completion a letter recommending initial acceptance will be generated. 9/7/21: Developer requested waiver of lien. Board discussed and denied request. Lisa to communicate to Developer. 12/28/2021 – Nick drafted initial acceptance letter and transmitted to developer.
<b>CAPITAL PROJECT MATTERS</b>										
Third Alluvial Well	2/5/19	Chris	N/A	2		X				1/5/2021: Brad received memo from Tim Crawford regarding ALV-5. Quantity from well site is favorable. Quality less favorable than other locations but better from monitoring well. Memo summarizing results sent to Brad to review for comment. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/11/2021: Brad meets w/ Tony Lopez re: well site easement and pipeline easement. Brad to work up exhibit and discuss w/ Brian at Manhard. 2/18/2021: Brad talked with Tim Crawford regarding the well site and pipeline easement needs.

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										4/6/21: Brad emails proposed easements layout to Tim/Chris and requests information from Jay Skolnick and Brian Pfohl 4/9/21: Jay indicates easements should be on title work. 8/6/21: A meeting was held at Element offices to discuss the third alluvial well. Element is to generate a cost estimate to connect sites 3 and 4 to the existing raw water lines.
Evaporation Pond Matters	1/1/19	Nick	N/A	1		X				1/5/2021: Profile has not changed. Brad to submit to CDPHE again. Need to finalize easement with Jay. If cannot be finalized in 2 weeks, Board to consider moving forward with condemnation proceedings. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/7/2021: Brad to review options available to expedite process through CDPHE. 1/20/2021: Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed to construct pond. 2/2/2021: Brad working to finalize easement agreement and legal description. Brad to send to Lisa for next steps when complete. 2/2/2021: Brad will provide updated cost estimate. 4/9/2021: Brad asked to schedule a meeting with the committee to review additional information / may ask Nick to assist with Evaporation Pond project. 5/4/2021: Brad informed the Board that he is no longer able to continue with this project. The Board asked Lisa to gather a list of qualified firms and contact them to solicit interest and a proposal. 7/6/2021: Nick to start working on the evaporation pond and prepare a new exhibit related to final easement with Jay Skolnick. 7/19/21: Board has approved Element to complete the evaporative pond design. Work is ongoing. 8/13/21: Design work on the evaporation pond and EDOP report is ongoing. Element is finalizing the easement with direct correspondence between Element and Jay’s engineer for CCR

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										Filing 2. 9/7/21: Nick is preparing an alternatives analysis regarding pond location and will present his findings at the October board meeting. 1/24/22: The board selected the western pond location with the concentrate line in Hudson Mile Road. The design is now being completed in that location. 1/24/22: Element requested quotes for utility potholing to confirm utility location and depth for crossings.
RO Treatment Plant Upgrade	2/19/19	Nick	N/A	1		X				12/1/2020: Nick provided updated to Board. Finalizing 95% plans. Followed up with CDPHE to get comments. No comments or questions received to date. Ran into issue with the concentrate line which was discussed with the Board. 1/5/2021: No comments received from CDPHE yet. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 4/9/2021: Nick will follow up with CDPHE on status of final project approval. Bids are due by April 16, 2021. 5/4/2021: BOD awarded contract to Moltz Construction. Nick to draft Notice of Award etc. BOD to review CM proposal and provide comments to Rob by 5/12/2021. 7/6/2021: Nick to prepare major PUD amendment and process through Adams County 7/19/21: Major PUD amendment notifications were sent out to required residences. The required public meeting will be held on 8/3. The application will be submitted to Adams County shortly after. 8/5/21: PUD Application submitted to Adams County. 8/20/21: Contractor requested permission to mobilize onsite. Permission granted. 9/16/21: Pre-construction meeting held to discuss access and begin site stage. 12/28/2021 – Nick and John attended planning commission meeting. Planning Commission approved the plan and recommends approval by BOCC in January. 1/11/22 – Nick and John attended the BOCC meeting. The



Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										project was approved at this meeting. 1/24/22 – Design to remove the sump by lowering the concentrate line in Rayburn are being finalized. This will be issued to the contractor as Field Order No. 1.
SCADA/Telemetry Control Upgrade	2/19/19	Mike, Brian	N/A	1		X				10/16/2020: Nick has developed control loop descriptions for review. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.
Badger Meter Radio Read Upgrades	10/2/18	Lisa	N/A	1		X				1/5/2021: 41 remaining meters to complete the project. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 02/15/21: Lisa to send John and Brian the addresses in RHF that still need replacement. 3/2/21: The final 3 outside meter upgrades are scheduled in Box Elder Creek Ranch for 3/3/21. 9 meters left to complete after these are done. 6/7/21: Lisa to bill the fee for meter reading services to customers in Rocking Horse Farms who have not replaced their meters. 11/24/21: New meter installed at 16456 Indian Hill St in Rocking Horse Farms. 12/10/21: Completed three meter installs at RHF 30406 E 166 <sup>th</sup> , 30182 E 163 <sup>rd</sup> Pl, 16437 Indian Hill.
<b>OPERATIONAL MATTERS</b>										
Pond Liner for Existing Evaporation Ponds	4/3/18	Mike, Nick	N/A	1		X				Brad to research options and reporting obligations for leak in pond liner. Brad to discuss at May meeting. 5/1/18: Brad reviewed issue with Board. Brad to collect more data and continue to monitor. 10/23/18: Q4 2018 EDOP water quality reports received from Miki Drieth, of REC, and will be evaluated by Brad. 5/15/19: Q2 2019 EDOP water quality reports received from Miki Drieth, of REC, and will be evaluated by Brad. 10/15/19: Brad received Q3 2019 water quality reports for ALV-1, North Pond, and South Pond. 3/25/20: Brad emailed REC for updated water quality reports.

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										3/31/2020: Updated water quality results provided by Miki (REC) and will be integrated into the EDOP for the new concentrate pond. 1/7/2021: Brad to work with Mike. 05/23/2021: Brad to review most recent well, permeate, and pond water quality results in relation to RO WTP performance concerns.
Well Pumping Capacity and Water Level Measurements		Mike		2		X				12/15/20: Repairs have been completed to LFH well level transducer wiring and level is reporting again. REC to verify level reading with nitrogen gas. 1/7/2021: New list started. Items preceding 10/2020 on prior action items lists. 8/19/21: TLECC onsite to research feasibility of getting historical well level readings to be provided to BBA. 9/7/21: Mike to work with TLECC to gather required data and transmit to BBA. 9/23/21: Data downloaded and sent to BBA.
Rocks in Brine Discharge Pipe	6/4/19	Mike	N/A	3		X				1/7/2021: New list started. Items preceding 10/2020 on prior action items lists. 1/7/2021: Rocks not causing issues right now. Cannot push them out at any point. Would need to cut pipe, clean out and replace area. Do work with pond liner possibly. Not a current emergency. Mike to obtain pricing from Blanco and Dan LaCoe for doing work so can be incorporated into budget. 12/26/21: Site visit schedule first week of January to get Element Engineering updated on this project. 1/21/22: Element met with REC onsite to discuss potential remedies for this issue.
RHF Generator Replacement	1/7/2021	Mike	N/A	3		X				Mike to obtain pricing for replacement of generator. 4/12/2021: Generator Source onsite to gather information for RHF generator replacement. 12/8/21: Quote for new replacement submitted by Generator Source. 12/28/2021- Mike presented proposal at December meeting.
GFPD – Emergency Response Plan	01/04/2022	Mike Lisa	N/A	2						Mike and Lisa to contact GFPD to discuss emergency response plan in the event of a fire.

Greatrock North Water and Sanitation District Action Items Status Matrix—2021

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
<b>WELL AND WATER MATTERS</b>										
19CW3231 – Statement of Opposition	3/3/2020	Matt	N/A	1		X				2/28/2020: Statement of opposition filed with Court.
20CW3214 – Statement of Opposition	1/5/2021	Lisa Alan	N/A	1		X				Lisa to contact Alan Curtis re representation of District on matter. Case requests for changes of water rights on Box Elder Creek and amendments to a previously decreed augmentation plan that has depletions and replacements on Box Elder Creek. 01/20/2021: Lisa obtained executed engagement letter from all parties. Lisa working with Martin and Wood to discuss the current need for water rights engineering services.
Renewable Water Rights	5/4/2021	Chris	N/A			X				Chris presented options for acquisition of renewable water rights. BOD directed Chris to continue discussions with all options presented.
<b>FINANCIAL MATTERS</b>										
2022 Budget	9/7/21	Lisa, Rebecca				X				9/7/21: All staff to send 2021 budget to Lisa by end of September. 9/22/2021: Budget workshop held at REC offices. 12/28/2021- 2022 budget was approved. MLC was transmitted to Adams County by the deadline.
<b>ADMINISTRATIVE MATTERS</b>										
Cybersecurity Efforts	3/2/21	Mike	N/A			X				3/2/21: Brad is meeting with the firm that has proposed for SCADA/telemetry on the new plant to discuss protections within their system. 3/2/21: Mike will work with TLECC to discuss additional options for protection of current system.



Date: January 28, 2022

To: Greatrock North Water and Sanitation District, Board of Directors

From: Lisa A. Johnson, District Manager

Re: February 9, 2022 Manager's Report

### **Agenda Action Items**

#### **II.A. Consent Agenda**

1. Approve the Minutes of the January 4, 2022 regular meeting.
2. Ratify approval of the payment of claims for the period ending January 31, 2022.
3. Operations and Maintenance Activities Report.
4. Review meter installation report.
5. Acceptance of cash position schedule, property tax schedule and unaudited financial statements for the period ending December 31, 2021 and inclusion summaries.
6. Adopt Resolution No. 2022-02-01: Designating 24-Hour Meeting Notice Location

**I recommend approval of the consent agenda items.**

#### **VI.A. Update on 2022 Director's Election**

I will provide an update on the 2022 Director's Election to the Board at the meeting.

#### **VII.A.1. Homestead Heights/ Country Club Ranchettes #1**

Mr. Scolnick has presented the district with 4 utility easements required in CC#1. Attorney Tanaka has drafted the documents and Mr. Marcotte has confirmed the legal descriptions.

**I recommend approval of the Utility Easements.**

**VII.B. Hayesmount Estates**

20 System Development Fees have been paid as of December 7, 2021.

**VII.C. Ridgeview Estates**

Updates provided in the Engineer's Report.

**VII.D. Country Club Ranchettes Filing No. 2 ("CC#2")**

Director Wyckoff, Attorney Poznanovic, Mr. Sanchez, Mr. Marcotte and I met with Mr. Scolnick in late January to discuss his potential request to revisit the inclusion of the CC#2 property into the District's boundaries. Director Wyckoff and staff will provide a more detailed update at the meeting.

**Review of monthly Water Resumes and Other Water Related Matters**

Attorney Poznanovic has reviewed the November resume and did not find any cases he recommends the district oppose.

**Update on other District Related Matters and/or Committee Meetings**

Director Wyckoff, Director Fleck at times, Mr. Marcotte, and I are meeting on Friday mornings at 9 am via Microsoft Teams to discuss weekly updates on the capital projects as well as any operational matters.

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT HELD JANUARY 4, 2022

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Greatrock North Water and Sanitation District (referred to hereafter as “District”) was convened on Tuesday, January 4, 2022 at 4:30 P.M. The meeting was conducted via video conference – Microsoft Teams. The meeting was open to the public.

#### ATTENDANCE

Directors in attendance:

Robert W. Fleck  
John D. Wyckoff  
Dave Lozano  
Jeffrey Polliard

Absent and excused was Director Brian K. Rodgers.

Also in attendance were:

Lisa A. Johnson and Jenny Hackelman; CliftonLarsonAllen LLP (“CLA”)  
Mike Murphy; Ramey Environmental Compliance, Inc.  
Nick Marcotte; Element Engineering, LLC

Members of the Public:

Andrew Pilger; 29265 E. 165<sup>th</sup> Avenue

#### ADMINISTRATIVE MATTERS

**Disclosures of Potential Conflicts of Interest:** Ms. Johnson advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. The Board reviewed the Agenda for the meeting, following which, Directors Fleck, Wyckoff, Lozano and Polliard each confirmed that they had no conflicts of interest in connection with any of the matters listed on the Agenda.

**Agenda:** Ms. Johnson distributed for the Board’s review and approval a proposed Agenda for the District’s regular meeting. Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Polliard and, upon vote, unanimously carried, the Board approved the Agenda as amended, and excused the absence of Director Rodgers.

**Board of Director’s Report:** None.

**District Manager’s Report:** The Board reviewed the monthly Manager’s

## RECORD OF PROCEEDINGS

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Report. There were no questions. A copy of the report is attached hereto and incorporated herein by this reference.

### COMMUNITY COMMENTS

Mr. Andrew Pilger of 29265 E. 165th Avenue addressed the Board regarding ditch responsibility. Director Wyckoff addressed his questions.

### CONSENT AGENDA

The Board considered the following actions:

1. Approve the Minutes of the December 7, 2021 regular meeting.
2. Ratify approval of the payment of claims for the period ending December 31, 2021 in the amount of \$71,130.03.
3. Operations and Maintenance Activities Report.
4. Review meter installation report.
5. Acceptance of Cash Position Schedule and Unaudited Financial Statements for the period ending November 30, 2021.

Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Polliard and, upon vote, unanimously carried, the Board approved the Consent Agenda items No. 1 to 4, as presented. Item 5 was not presented.

### FINANCIAL MATTERS

None.

### ENGINEER'S REPORT

Mr. Marcotte presented his Engineer's Report and provided updates. A copy of the report is attached hereto and incorporated herein by this reference.

### CAPITAL PROJECTS UPDATES:

**Third Alluvial Well:** An update was included in the Engineer's Report.

**Evaporation Pond:** An update was included in the Engineer's Report.

**Reverse Osmosis Treatment Facility:**

- a. Status of Planning Commission meeting

An update was included in the Engineer's Report.

### OPERATIONS / MAINTENANCE MATTERS

**Operator in Responsible Charge (ORC) Report:** Mr. Murphy presented his report and provided updates. A copy of the report is attached hereto and incorporated herein by this reference.

1. **Ratify the approval of the Laramie Fox Hills Well Variable Frequency Drive replacement in the amount of \$10,732.66:**

Following discussion, upon a motion duly made by Director Wyckoff, seconded

## RECORD OF PROCEEDINGS

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by Director Polliard and, upon vote, unanimously carried, the Board ratified approval of the Laramie Fox Hills Well Variable Frequency Drive replacement in the amount of \$10,732.66.

### LEGAL MATTERS

None.

### OTHER MATTERS

**Status of Homestead Heights/Country Club Ranchettes #1:** An update was included in the Engineer's Report.

**Status of Hayesmount Estates:** There were no new updates.

**Status of Ridgeview Estates:** An update was included in the Engineer's Report.

**Country Club Ranchettes Filing #2/ Sierra Vista Ranchettes:** Ms. Johnson provided an update to the Board. She stated that she recently had a conversation with Mr. Scolnick in which he expressed interest in resurrecting discussions regarding potential inclusion of property into the District. Ms. Johnson has requested a deposit of funds from Mr. Scolnick to cover the costs of consultants ahead of scheduling a meeting with staff to discuss the potential of inclusion.

**February Board Meeting:** Ms. Johnson reported that she will be out of the country for the next meeting. The Board chose to reschedule the meeting for February 9, 2022 at 4:30 p.m.

### ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Wyckoff, seconded by Director Lozano and, upon vote, unanimously carried, the meeting was adjourned at 5:16 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



Greatrock North Water & Sanitation District  
December Claims  
February 3, 2022

Vendor	Invoice #	Date	Amount
*CenturyLink	7191112907DEC21	12/1/2021	\$ 265.73
*My Asset Map LLC	E5F5CDB-0047	12/27/2021	199.99
*Point & Pay	9792-2021-012-v.1	12/31/2021	505.88
*United Power Inc	12341500DEC21	12/31/2021	555.63
*United Power Inc	6666302DEC21	12/31/2021	1,301.58
*United Power Inc	2893502DEC21	12/31/2021	966.93
*United Power Inc	7891601DEC21	12/31/2021	2,131.53
*Xcel Energy	5336053542DEC21	12/31/2021	55.21
*Xcel Energy	5398600067DEC21	12/31/2021	58.96
		Auto Pay	<u>\$ 6,041.44</u>
Badger Meter, Inc.	80088527	12/29/2021	436.10
Badger Meter, Inc.	1479245	12/29/2021	269.70
CliftonLarsonAllen LLP	3123764	12/31/2021	3,372.02
CliftonLarsonAllen LLP	3121759	12/31/2021	3,565.92
CliftonLarsonAllen LLP	3121754	12/31/2021	6,312.08
Diversified Underground	25029	12/31/2021	25.00
Element Engineering, LLC	0001A-07	12/31/2021	6,110.00
Element Engineering, LLC	0003-07	12/31/2021	11,605.00
Element Engineering, LLC	0004-05	12/31/2021	300.00
Element Engineering, LLC	0006-01	12/31/2021	450.00
Element Engineering, LLC	0002D-02	12/31/2021	120.00
Elite Industries, Inc.	7888	12/31/2021	931.30
Hayes Poznanovic Korver LLC	45067	12/31/2021	610.00
Hayes Poznanovic Korver LLC	45068	12/31/2021	648.00
John Wyckoff*	Reimb - Filing Fee	1/5/2022	33.00
Martin & Wood Water Consultants Inc.	25697	9/30/2021	1,242.00
Moltz Construction Inc.	Pay App #2	12/31/2021	279,874.49
Omnisite	81388	1/1/2022	384.00
Pest Predator	2602	12/28/2021	240.00
Ramey Enviromental Compliance, Inc	23313	12/31/2021	7,469.06
UMB Bank, N.A.	910246	12/15/2021	400.00
United Site Services, Inc	114-12717832	12/28/2021	210.24
Utility Notification Center of Colorado	221120665	12/31/2021	5.28
White & Jankowski LLP	17865	12/31/2021	87.00
White Bear Ankele Tanaka & Waldron	19709	12/31/2021	4,075.41
White Bear Ankele Tanaka & Waldron	20041	12/31/2021	170.00
		Bill.com	<u>\$ 328,945.60</u>
Grand Total			<u><u>\$ 334,987.04</u></u>



## Greatrock North Water & Sewer District Monthly Activities Report Dec 15, 2021 to Jan 15, 2022

### Daily Operations Summary

**Greatrock North:** Record LFH Well #1, UKA Well #1, and distribution flow totalizers. Visual inspection of generator to record run hours and check for any active faults. Collect and analyze chlorine residual sample each visit. Collect entry point sample to analyze for pH and conductivity weekly. Complete walk through of pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV.

**Rocking Horse Farms:** Record LFH Well #2, UKA Well #3, and distribution flow totalizers. Visual inspection of generator to record run hours and check for any active faults. Collect and analyze chlorine residual sample each visit. Collect entry point sample to analyze for pH and conductivity weekly. Complete walk through of pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV.

**Box Elder:** Check SCADA for any active alarms and record process numbers. Record flow totalizers for wells, RO skid, and distribution meters. Visual inspection of generator to record run hours and check for any active faults. Collect and analyze chlorine residual sample each visit. Collect entry point sample to analyze for pH and conductivity weekly. Complete walk through of pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV. Complete walk through of RO building to verify proper operation and record equipment run hours. Check chemical feed systems for proper operation and refill day tanks, as necessary.

**12/15/21(2.0hrs)** Routine site visits, operations and process checks. Collected Bac-T compliance samples and EDOP samples.

**12/17/21(3.0hrs)** Routine site visits, operations and process checks. Filed data logs and completed preventative maintenance work orders. Opened tank fill valve on RHF tank. Transferred all data to Excel files.

**12/20/21(2.0hrs)** Routine site visits, operations and process checks.

**12/21/21(1.5hrs)** Routine site visits, operations and process checks. Enabled LFH #3 well pump at 150 gpm for augmentation. Inspected generators.

**12/22/21(2.0hrs)** Routine site visits, operations and process checks. Verified fuel level in each generator was at least three-quarters.

**12/27/21(1.83hrs)** Routine site visits, operations and process checks. RHF tank was full and feed valve was closed.

**12/29/21(2.85hrs)** Routine site visits, operations and process checks. Disabled LFH #3 well pump to recharge well. RHF Booster Pump #3 was stuck on high flow demand. Pump was reset and put back in auto. Pump stayed off but was showing ready status.

**12/30/21(2.5hrs)** Routine site visits, operations and process checks.

**1/3/2022(1.66hrs)** Routine site visits, operations and process checks.

**1/4/2022(2.1hrs)** Routine site visits, operations and process checks. Added chlorine to day tank.

**1/5/2022(3.41hrs)** Routine site visits, operations and process checks. Collected and sent to the lab three Bac-T compliance samples from the distribution system as well as process control samples for hardness, alkalinity and total dissolved solids.

**1/6/2022(2.5 hrs)** Routine site visits, operations and process checks.

**1/7/2022(3hrs)** Routine site visits, operations and process checks. Cleared scaling from chlorine system injection quill.

**1/10/2022(2.5hrs)** Routine site visits, operations and process checks. Performed meter reads at each site that need to be checked manually and sent to the water district for billing.

**1/11/2022(2.5hrs)** Routine site visits, operations and process checks. Training on daily operations with daily operator. Process control at all facilities. Filled chlorine day tank at Box Elder.

**1/12/2022(3.0hrs)** Routine site visits, operations and process checks. Training on daily operations with daily operator..

**1/13/2022(2.16hrs)** Routine site visits, operations and process checks. Training on daily operations with daily operator.. Organized all the paperwork from the past three years.

**1/14/2022(2.5hrs)** Routine site visits, operations and process checks. Training on daily operations with daily operator. Filled chlorine day tank.

**December 15<sup>th</sup> 2021 – January 14<sup>th</sup> 2022**

RO Run Time	11.5 Hours
RO Concentrate Flow: 1 Pond (South)	20,682 Gallons

**Sampled Date: January 5<sup>th</sup>, 2022**

Monthly Testing	TDS (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Hardness (mg/L)
BE	662	83.9	15.85	274.7
RHF	678	82.3	15.28	268.3
GRN	658	81	15.28	265.2

Date	Permeate Flow (gpm)	Concentrate Flow (gpm)	% Recovery	Permeate Conductivity (µSeimens)	Hour Meter
12/15/21	0	0	0	0	165.89
12/17/21	0	0	0	0	166.85
12/20/21	0	0	0	0	167.80
12/21/21	107	29	79	70.5	168.15
12/22/21	0	0	0	0	168.90
12/27/21	0	0	0	0	170.96
12/29/21	0	0	0	0	171.56
12/30/21	105	29	78.4	67.1	171.89
1/3/22	0	0	0	0	173.42
1/4/22	131	29	77.7	65.4	173.83
1/5/22	0	0	0	0	174.23
1/6/22	102	29	77.4	60.56	174.68
1/7/22	0	0	0	0	175.03
1/10/22	0	0	0	0	176.08
1/11/22	0	0	0	0	176.35
1/12/22	0	0	0	0	176.87
1/13/22	0	0	0	0	177.12
1/14/22	0	0	0	0	177.38

Metered Services : GW Installed/Change-Out/Serviced Between: 12/01/21 And 01/12/22

Location Code	Service Address	Active Customer	Svc	AI P	User Type	Rt Ty	Svc Sz	Rte/Seq	RIC	Serial Number	Remote Serial No.	Date	Serv Inst	Chg-Out Date
660047	30406 E 166th Ave	CARY & SHERRY R	GW-0	A	RESI	4	75	2/120	J	200044394	120827114	12/10/21	SERV	
660174	16680 Iredell St	JAMES & ERMA BL	GW-0	A	RESI	1	75	2/445	J	200044362	121034921	12/05/21	SERV	
660225	30182 E 163rd Pl	DEE & DEBRA LLO	GW-0	A	RESI	4	75	2/540	J	200044410	120827331	12/10/21	SERV	
660297	16467 Indian Hill St	RUSSELL & JUDY	GW-0	A	RESI	4	75	2/780	J	200044415	120827392	12/10/21	SERV	
660430	16456 Indian Hill St	Steven & Ryshel	GW-0	A	RESI	4	75	2/75	J	200044414	120827280	12/03/21	SERV	
Total: 5 Serv: 5 Install: 0														

## ENGINEER'S PROGRESS REPORT

**Date:** February 9<sup>th</sup>, 2022  
**To:** Greatrock North Water and Sanitation District  
**From:** Element Engineering  
**Job No.** 0041.0001  
**RE:** Monthly Engineers Report – **New Items Bold**

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### CAPITAL PROJECTS:

#### 1. Water Treatment Plant Improvements - Construction

Element Engineering recommended Moltz Construction be awarded the project. The board voted to award the project to Moltz at the district's April 4<sup>th</sup> Meeting. The notice of award and owner-contractor agreement have been signed by both the district and the contractor. Bonds and insurance (payment and performance bonds) have been received by Element. Hard copies will be provided to CLA. Element held a meeting with Moltz to discuss a schedule for the pre-construction meeting and notice to proceed. The pre-construction meeting is scheduled for the week of May 31<sup>st</sup> with the notice to proceed being issued shortly after. Moltz has already submitted documents for the septic system permit and is working on the building department permit. We expect submittals to begin arriving for review shortly.

A pre-construction meeting was held on June 10<sup>th</sup>. The Notice to Proceed has been fully executed by both parties. The following is a summary of the construction timeline:

Notice to Proceed:	June 14, 2021
Substantial Completion:	March 26, 2022 (285 days after NTP)
Punch List Complete:	May 10, 2022 (45 days after Substantial Completion)

Moltz Construction has started sending material and equipment submittals to Element for review.

During the building permit review process Adams County planning is requiring that a Major PUD Amendment process be completed. As it was our understanding that this would not be required, due to the proposed building being included in the last PUD amendment, Element reached out to Adams County to review this requirement. Adams County has indicated that as the building was included on the site plan, not the signed PUD amendment, a new amendment process would be required. The major amendment will require 2 hearings: one before the Planning Commission and one before the Board of County Commissioners. A neighborhood meeting will also be required. We have informed Moltz of this requirement and will keep them informed as to our

progress and how it may, or may not, affect their schedule. It is our hope that we can complete this process prior to Molt's planned onsite construction date, therefore causing no delays.

The required major PUD amendment mailer was sent out by certified mail. The public meeting is scheduled for August 3<sup>rd</sup> at 5:30 PM via Zoom (the same Zoom invitation as the district's board meeting). A meeting agenda has been provided to the board for review and is attached to this report.

The public meeting was held on August 3<sup>rd</sup>. The PUD application was submitted shortly after. We have received confirmation that the application has been received and assigned to a county planner. Element has reached out to our assigned project manager to see what the schedule for the PUD process will be. We have not yet received a response on that request.

Moltz Construction has requested to mobilize onsite with fencing, portlets, and other minor items. This request has been approved.

Element attended site visit meeting with Moltz and REC on September 16<sup>th</sup> to exchange building keys and discuss initial mobilization. The temporary construction fencing will be installed on or about Monday September 20<sup>th</sup>.

We have received comments from the Adams County planner assigned to our PUD amendment case. The comments provided by Adams County are attached to this report. Comments and Element responses are as follows:

- Staff has concerns with the visual and aesthetic compatibility of the proposed structure with the rest of Box Elder Creek Ranch PUD. Please provide more detail about the building material that will be used.

*Element Response: Although this information was included with the original application, we will address this comment by including images of nearby and adjacent structures and showing that the proposed building features Hardie siding and wood trim. We will stress that the district is budgeting significant money to ensure that the building blends with adjacent structures.*

- Provide a more detailed landscaping plan to show how many and what type of trees that will be planted. Please show all existing trees and vegetation that will remain after the structure is complete.

*Element Response: We will provide a landscaping plan as requested. A draft of the landscaping plan is attached. All trees installed will be Austrian Pines.*

- The secondary access will require a county access permit and review, etc.

*Element Response: Element responded to this comment with an email requesting clarification on this item. This is technically not a "secondary" access used by the project. This is the primary access to what was originally a separate lot.*

A response to all comments will be sent to Adams County by September 24<sup>th</sup>. A draft comment response letter will be provided to the district manager and board president and vice-president prior to submittal to Adams County.

Moltz has submitted Pay Application No. 1 which includes fees for mobilization. Element has reviewed this application and recommend it for approval. Moltz cannot begin work until the final building permit is issued. This requires the county to approve the Major PUD Amendment. Element has requested a schedule from the newly assigned Adams County project manager, and we are awaiting a response.

Dates for the planning commission and Board of County Commissioners meetings have been set for December 9<sup>th</sup> (6PM) and January 11<sup>th</sup> (9:30AM). Element will be present at these meetings. The district has approved Element to proceed with the removal of the water treatment plant sump design and to design a new gravity concentrate main from the water treatment plant site to the tie-in location at 162<sup>nd</sup> and Rayburn.

The planning commission has approved the major PUD amendment. The remaining task is to receive approval from the board of county commissioners at the January 11<sup>th</sup> meeting. Design on the Rayburn concentrate extension is ongoing. Element will be identifying locations for utility potholing to ensure we know the depth of utility crossings to avoid conflict.

**The BOCC has approved the major PUD amendment and Moltz construction is working to obtain a building permit. The Rayburn concentrate line and the Field Order eliminating the WTP sump is 90% complete. Upon final completion Element will submit the Rayburn concentrate design to Adams County for a ROW utility permit. A proposal for potholing has been received and processed by the district. Diversified Underground will begin potholing upon execution of the potholing agreement. Moltz has submitted Pay Application No. 2 which includes payment for stored materials.**

## **2. Concentration Evaporation Pond**

Element has reviewed all historic documents on the concentration evaporation pond and has contacted the subconsultant tasked with the concentrate line and pond grading design (CVL). The tasks necessary to complete design and permitting of the concentrate pond are as follows:

- Receive concentrate line and pond CAD files from CVL.
- Compile an Engineering Design and Operations Plan (EDOP), design plans, liner design, and specifications for the pond per CDPHE Section 9: Waste Impoundments.
- Finalize pond grading design and SWMP.
- Update concentrate line per request from developer and update easement exhibit.



Element has provided the district with a proposal to the district to complete pond design and CPDHE submittal (EDOP, plans, specifications). The EDOP, plans, and specifications will be to CPDHE for review and approval. After approval, the district will be granted approval for construction. CDPHE has strict quality control and construction documentation requirements including a construction QA/QC report that must be submitted after construction. Element can provide a proposal for pond bidding, construction observation, and construction QA/QC reporting at the appropriate time.

Element's proposal to complete the third concentrate pond and line has been approved by the district. We are currently working on the EDOP and plans. Also, we have provided a modified draft easement exhibit to Jay Scolnick for the revised concentrate line alignment.

As of August 29, 2021, Element continues to work on the concentrate pond design and EDOP. We have been coordinating with Jay on the concentrate line and have come to an agreement on the line location. We are finalizing what should be the last iteration of the concentrate line easement for signature by Jay. Our surveyor will require some field work for the easement in order to stamp the legal description. Also, there is additional survey required for the concentrate line design which will occur at the same time.

Additional survey field work was ongoing as of September 16<sup>th</sup>. Element met onsite with the surveyor to confirm required items to be surveyed. Element held discussions about the potential to eliminate the proposed sump and pump in the proposed RO WTP if the concentrate line can be lowered. Element recommends any new concentrate main installation be 8-inch diameter SDR 35 PVC minimum.

Element has received the updated survey and has provided preliminary pond alternative layouts and costs as well as concentrate line profiles for the district's discussion at the October 26<sup>th</sup> work session. Upon a final decision for layout and pond location design documents will be created. Also, it is apparent that the concentrate line in Rayburn can be lowered, allowing the proposed sump in the ROWWTP to be removed and all drains go to the concentrate line.

Element was provided direction by the board to proceed with the west pond location and the gravity concentrate main running down Hudson Mile Road. Design work is ongoing with draft design documents expected to be complete in January. Element has reached out to Adams County to determine what permitting will be required for the project. A potential pre-application meeting with Adams County was requested.

Element has submitted the initial pre-application document to Adams County. A pre-application meeting with the county will be scheduled in the coming weeks based on the county's schedule. Work continues on finalization of the design. It is our goal to submit a draft of the design submitted to the board for review during the month of January.

**A pre-application meeting with Adams County has been scheduled for Friday February 4<sup>th</sup> at 10:30 AM. This meeting will be held virtually. Element submitted progress plans on the concentrate pond to the district. We are now working to finalize the plans. The next step is to complete final internal edits and compile a stormwater management plan (SWMP) and finalize and submit the Section 9 Impoundment permitting report to CDPHE. This should be completed by the end of February to mid-March.**

### 3. Third Alluvial Well

Element will report items pertaining to the third alluvial well in this section.

Element met with the district's water resources engineer on August 12<sup>th</sup>. It was discussed that the location of Alluvial Well 3 and 4 would likely be the best locations for the new alluvial well. Element has been requested to complete a construction and design cost estimate to tie each of these well locations into the existing raw water lines. This work will begin shortly.

The well locations 3 and 4 were determined to be the best locations as they produce a satisfactory amount of water and have better water quality than location 5, which tested very high in nitrates (> 20 mg/L).

A Basis of Design Report (BDR) must be submitted to CDPHE to add an additional water source. This BDR must include the results of extensive water quality testing. Two separate testing batteries must be completed in two separate calendar quarters. Also, once drilled, the well will need to be tested to insure it is not under the direct influence of surface water.

**No work this period.**

#### GENERAL ENGINEERING – ADMINISTRATION

Element has been coordinating closely with CLA to onboard general engineering services. Element, CLA and GNWSD held an initial onboarding meeting at Element offices on June 10<sup>th</sup>. An additional onboarding meeting with REC has been scheduled on June 30<sup>th</sup> at REC offices. We have received all electronic and hard copy files from MMI and have reviewed them to determine the sum of available records.

Element has completed cost estimates to support 2022 budget preparation. This included estimated general engineering (ops and admin) fees, capital project fees, and engineering construction administration fees. A meeting to review the proposed budget items was held on September 22<sup>nd</sup> at REC offices.

Element is coordinating the additional information (survey) and scoping items on the concentrate line and concentrate pond and line alternatives in the General Engineering – Administration job number.

Element presented options to the board on concentrate line and concentrate pond locations. See Third Concentrate Pond reporting for more information.

**Element is working on the county permitting of the third concentrate pond. See third concentrate pond update.**

#### 1. Box Elder Creek Ranch Subdivision

Element will report general administrative engineering items pertaining to the Box Elder Creek Ranch subdivision in this section.

**No work this period.**

#### 2. Rocking Horse Farms Subdivision

Element will report general administrative engineering items pertaining to the Rocking Horse Farms subdivision in this section.

Element has coordinated with REC to complete the recommendation for final acceptance of the Rocking Horse Farms Pump Station Replacement Project. The project was completed on July 22, 2020, and has been successfully operating since startup. The 1-year warranty period has elapsed, and Element recommends final acceptance.

Element met with REC at RHF on January 21<sup>st</sup> to discuss replacement of the RHF control valves. It was determined that an insertion valve could be installed downstream of the control valve to shut the tank off. A new electrically actuated gate valve could then be installed in the vault. It is recommended that two manual gate valves with wheels be installed on either side of the new actuated valve. This time was billed to General Engineering: Operations.

### 3. Greatrock North Subdivision

Element will report general administrative engineering items pertaining to the Greatrock North subdivision in this section.

No work this period.

### 4. Hayesmount Estates Subdivision

Element will report general administrative engineering items pertaining to the Hayesmount Estates subdivision in this section.

No work this period.

## GENERAL ENGINEERING – OPERATIONS

Element will report on water accounting, use, water quality, and electrical usage, and pond levels in this section. We are working on on-boarding and coordination with REC so that we may obtain data for regular reporting.

See attached monthly year over year comparison of electrical use (KWH) and electrical billing (\$).

Element met with REC on January 21<sup>st</sup> to discuss the rocks in the concentrate line. It was determined that the line could be temporarily shut down (turn off WTP) and the line upstream of the control valve could be shut. The concentrate line could then be pumped out (water discharging to the adjacent concentrate pond) and the line could be excavated, opened, and the rocks removed. Upon removal the line would need to be replaced in the excavated area.

## DEVELOPMENT SERVICES

### 1. Country Club Ranchettes Filing No. 1

Element has contacted Jay Scolnick and his contractor (Three Sons Construction) to set up a pre-construction meeting. The meeting is tentatively scheduled to be held onsite during the weeks of July 5<sup>th</sup> or July 12<sup>th</sup> depending on final construction permit issuance from Adams County. Three Sons Construction has started the submittal process with Element. We are reviewing submittals per the district's rules and regulations.

Element will discuss construction observation and management roles and responsibilities with REC and CLA to clearly define task responsibility between each entity.

Element will be responsible for onsite construction observation. Submittals have been received and reviewed. A pre-construction meeting was held on July 16<sup>th</sup>. Onsite construction work started on July 21<sup>st</sup>. Element will be providing full time observation for the first week, and scale back observation time if we feel the contractor is completing acceptable work. Element provided the district with an estimated number of hours for onsite work that included the pre-construction, observation, GPS services and final walkthrough.

Element has completed construction observation and oversight during construction. Adams County notified the developer (Jay) and their engineer (Manhard) that their fire hydrant design and installation was three feet too close to the centerline of the asphalt roadway. The hydrants are required to be moved, which will require a new pressure test. An exhibit of this relocation is attached to this board report.

Element inspected and coordinated work on the fire hydrant relocation.

Minor construction observation/coordination occurred during this reporting period. Initial acceptance will occur after the surface improvements are complete (pavement, etc).

Element was notified that paving would occur at the project during the month of December. Upon completion of surface improvements an initial acceptance walkthrough will be completed.

## 2. Country Club Ranchettes Filing No. 2

**On Wednesday January 26<sup>th</sup> Element met with the developer to discuss inclusion of CCR Filing 2. There were no specific engineering related action items immediately necessary at the meeting. When the inclusion packet is submitted, Element will complete necessary review tasks.**

## 3. Ridgeview Estates

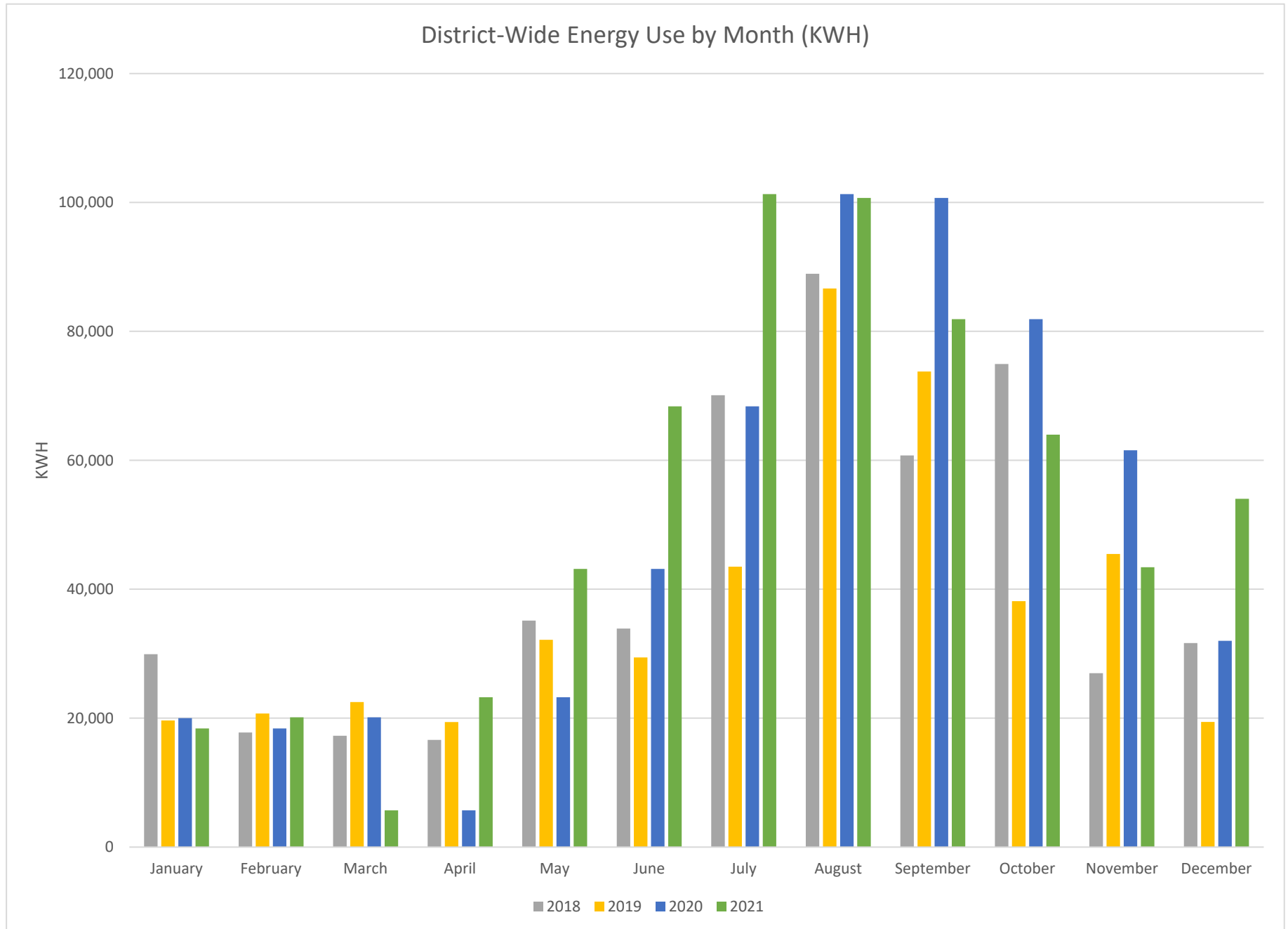
Element has requested the developer that to notify us when all surface improvements have been completed. Upon completion of these improvements an initial acceptance walkthrough can be held, and a punch list generated. Upon completion of the punch list items (if any) initial acceptance will be recommended.

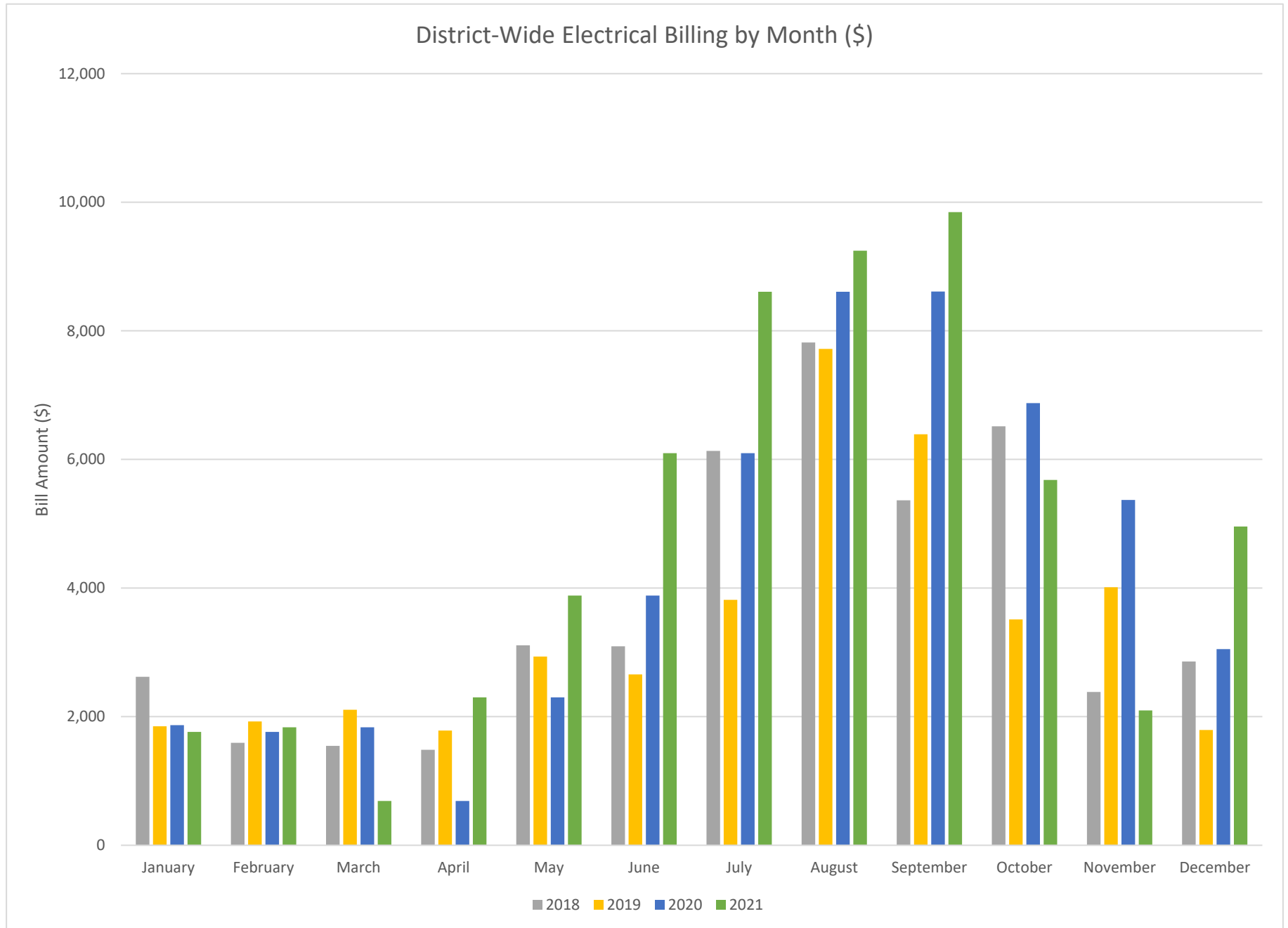
A punch list was generated and provided to the developer. We received a response that the punch list would be completed and that we would be notified when items are completed. Once complete we will do a final walkthrough.

The developer reported that the initial acceptance checklist was completed. A walkthrough was completed by Element on October 4<sup>th</sup>. There were minor items that need repair that were reported to the developer. A final inspection will be completed upon receiving word that the final remaining items have been completed.

Element performed the final initial acceptance walkthrough and have verified that all required items have been completed. The infrastructure in the development has been shot with the district's GIS system and we are working with the GIS platform to upload the data.

**A list of items required for initial acceptance has been provided to the developer on December 20, 2021.**





SECOND ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(Potholing Services)

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This SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the “First Addendum”) is entered into the 24<sup>th</sup> day of January, 2022 by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and DIVERSIFIED UNDERGROUND, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Underground Utility Locate Services)*, dated April 1, 2019, as amended by that *First Addendum to Independent Contractor Agreement (Underground Utility Locate Services)*, dated April 10, 2020 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contract to perform services in addition to those originally contemplated under the Agreement; and

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

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby supplement the Scope of Services and Compensation Schedule in Exhibit A of the Agreement with the services and compensation schedule set forth in **Exhibit A-2**, attached hereto and incorporated herein by this reference.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This Second Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Second Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Addendum.

*[Remainder of Page Intentionally Left Blank].*

IN WITNESS WHEREOF, the Parties have caused this Second Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:  
GREATROCK NORTH WATER AND  
SANITATION DISTRICT

\_\_\_\_\_  
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

CONTRACTOR:  
DIVERSIFIED UNDERGROUND, INC., a  
Colorado corporation

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Signature Page to Second Addendum to Independent Contractor Agreement (Potholing Services), dated January 24, 2022***



**EXHIBIT A-2**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**

**DBE/SBE/M/WBE Certified**

**Utility Locating  
Hydro Vac Excavation  
Directional Drilling  
Sub Surface Utility Engineering (SUE)**



**Diversified Underground, Inc.**

2300 Cavanaugh Road  
Watkins, Colorado 80137  
www.diversifiedunderground.com  
Email : aaron@duinc.work  
Cell : (720) 490-1511

**Third Concentrate Pond and Line Potholing**

<p><i>Prepared For</i></p> <p><b>Nicholaus Marcotte</b> with <b>Element Engineering LLC</b></p>	<p><b>Quote #</b></p> <p><b>Quote Date</b></p> <p><b>Estimator</b></p> <p><b>Amount</b></p>	<p><b>69633922</b></p> <p><b>01/21/2022</b> <i>(Valid for 90 days)</i></p> <p><b>Aaron Fishman</b></p> <p><b>\$9,980.00</b></p>
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**Scope of Work :** 8 potholes in total, 6 of them are along 162nd and the other 2 are along Rayburn. Client will pre mark pothole locations prior to scheduled day/s of work.  
 \*5 hour minimum to be billed per site visit\*  
 QUOTE DOES NOT INCLUDE PREVAILING WAGES  
**Bid for : Trailer Mount Vac Unit**  
**Backfill Required : Yes**

**Exclusions :** Pre-Marking Pothole Locations, and Night/Weekend Work, and Unforeseen Adverse Soil Conditions, Attenuator Truck for Traffic Control, Flaggers/Police. Contaminated Spoils Disposal. \$85/hr + standard mobilization rate per day/truck applies for additional requests including mandatory "all-hands" safety meetings, and pre-marking pothole locations (non-survey grade)  
**Scheduling : UPON RECEIVING A SIGNED NTP OR EXECUTED CONTRACT, WORK WILL THEN BE SCHEDULED ACCORDINGLY.** If your company requires a PO#, Work Order#, Project# and/or Contract# in order to process payment, that information MUST be provided to Diversified at the time of NTP, otherwise, the work will NOT be scheduled.

<b>Estimate</b>				
Description	Qty	Rate	Tax	Total
<p><b>Hydro Vacuum Excavation (Hourly)</b> H300 Per Hour Hydro Vacuum Excavation (Per Hour)</p> <p>Diversified Dig Limit Standard : Potholes on Wet Utilities will be excavated until target utility is exposed or a depth of 10 feet has been reached. Potholes on Dry Utilities will be excavated until target utility is exposed or a depth of 6 feet has been reached.</p>	14.00	\$170.00	\$0.00	\$2,380.00
<p><b>Equipment Mobilization</b> H301</p>	2.00	\$285.00	\$0.00	\$570.00
<p><b>Permits</b> Invoiced at Cost +15% H304</p>	1.00	\$0.00	\$0.00	\$0.00
<p><b>Permit Coordination "Per Permit"</b> H306</p>	1.00	\$480.00	\$0.00	\$480.00
<p><b>Traffic Control (Sub)</b> H302 - sub (cost+ 20%)</p>	2.00	\$1,575.00	\$0.00	\$3,150.00
<p><b>Traffic Control Plan(s) (Per Sheet)</b> H312</p>	8.00	\$65.00	\$0.00	\$520.00
<p><b>Permanent Restoration of Potholes</b> H307</p>	8.00	\$360.00	\$0.00	\$2,880.00

**Estimate Total: \$9,980.00**



**Greatrock North Water & Sewer District  
ORC Report  
February 9, 2022**

Rocking Horse Farms Tank Fill Valve

The RHF Tank fill valve is experiencing on going issues with automatic control. REC and TLECC verified the issues are not electrical or SCADA control problem. Local CLA-Valve representative contacted to schedule site visit to inspect the valve to determine best course of action moving forward. In the meantime, tank fill is being manually controlled by REC.

Update – Local CLA-Valve Representative, Pipestone Equipment, onsite to access RHF fill valve. Pipestone Equipment believes the control issues are due to an internal pressure loss through the internal components of the valve. REC is coordinating with Element Engineering to develop plan to isolate valve for inspection. Presently there is no isolation valve with in the PRV pit and no valves indicated on plant drawings. Repair and/or replacement will need to take place during low demand season due to inability to fill tank while valve is out of service.

Update – Site walk through schedule the first week of January with Element Engineering to review site layouts and develop plans for repairs.

Update – Site walk-thru completed with Element Engineering and Moltz Construction. After reviewing of site layout and plans it is confirmed there is no known isolation valve for the RHF tank fill valve. Element Engineering and REC developing plans for repair, but it is likely an insertion type isolation valve will need to be installed prior to replacement of RHF fill valve.

Laramie Fox Hills 3 Well

The VFD for the Laramie Fox Hills has failed and will need to be replaced. Operations responded to a well failure alarm and found the VFD screen unresponsive. REC ESD was called onsite to further troubleshoot and found the VFD had experienced electrical issue causing many of the internal components to be damaged. The VFD has been bypassed allowing LFH3 to be used at full speed for augmentation. REC ESD is presently working on pricing and availability for a replacement VFD and will submit and estimate once this information is received.

Update – VFD replacement was approved during previous months board meeting however REC ESD is sourced an alternative VFD due to long lead time of the original replacement. Updated quote has been forwarded for approval.

UTILITY EASEMENT AGREEMENT  
(Country Club Ranchettes Waterline Easement, Lot 10)

---

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, JOSE LUIS SILVA VILLALOBOS and IRIS GALLEGOS SILVA, individuals, whose address is 5102 Delphinium Circle, Brighton, CO 80601 (collectively, the “Grantor”), hereby grants, bargains, sells and conveys to the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 370 Interlocken Boulevard, Suite 500, Broomfield, Colorado 80021 (the “District”), its successors and permitted assigns, a non-exclusive easement (the “Easement”) to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the “Improvements”), in, to, through, over, under and across certain parcels of real property located in Adams County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Premises”). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District’s exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District’s consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of Adams County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank].*

IN WITNESS WHEREOF, the parties have executed this Easement this \_\_\_\_ day of \_\_\_\_\_ 2022.

GRANTOR:

\_\_\_\_\_  
LUIS SILVA VILLALOBOS

\_\_\_\_\_  
IRIS GALLEGOS SILVA

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_.

[SEAL]

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

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

DISTRICT:  
GREATROCK NORTH WATER AND SANITATION  
DISTRICT

\_\_\_\_\_  
Robert Fleck, President

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by Robert Fleck as President of the Greatrock North Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

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

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



**EXHIBIT A**

The Premises

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 10, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 89°52'57" WEST, AS MONUMENTED ON THE EAST BY A 2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 38307, 2010", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 37°37'51" WEST, A DISTANCE OF 1755.06 FEET TO THE SOUTHERLY LINE OF SAID LOT 10 AND THE POINT OF **BEGINNING**;

THENCE SOUTH 89°31'03" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10;  
 THENCE NORTH 00°28'57" WEST, ALONG THE WESTERLY LINE OF SAID LOT 10, A DISTANCE OF 413.23 FEET TO THE SOUTHERLY LINE OF THE UTILITY EASEMENT RECORDED JANUARY 22, 2009 AT RECEPTION NO. 2009000004537 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE;

THENCE SOUTH 89°53'01" EAST, ALONG LAST SAID SOUTHERLY LINE, A DISTANCE OF 58.64 FEET;  
 THENCE SOUTH 45°28'57" WEST, A DISTANCE OF 39.83 FEET;  
 THENCE SOUTH 00°28'57" EAST, A DISTANCE OF 384.93 FEET TO THE POINT OF **BEGINNING**;

CONTAINING A CALCULATED AREA OF 12,793 SQUARE FEET OR 0.2937 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
 FOR AND ON BEHALF OF MANHARD CONSULTING

Dwg Name: P:\Pchacco01\dwg\Surv\Final Drawings\Exhibits\Surv\PCH.ACC001.01 - S1.5 - WATER.dwg Updated By: BPFohl 1/17/2022 12:21 PM



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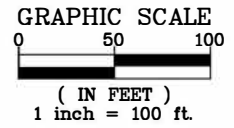
<b>LOT 10, COUNTRY CLUB RANCHETTES FILING NO. 1</b>	
COUNTY OF ADAMS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JLM</u>	<b>1</b> OF <b>2</b>
DATE: <u>11/15/21</u>	PCH.ACC001.01
SCALE: <u>N/A</u>	

# EXHIBIT A

LOT 33

LOT 34

ROCKING HORSE FARMS  
RECEPTION NO. C0611915



LOT 8

LOT 9

30' UTILITY EASEMENT  
RECEPTION NO. 2009000004537

N 00°28'57" W 413.23'

S 00°28'57" E 384.93'

LOT 10

**30' WATERLINE EASEMENT**

12,793 S.F. (0.2937 AC.)±

COUNTRY CLUB RANCHETTES  
FILING NO. 1  
RECEPTION NO. 2020000006698

LOT 11



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°31'03" W	30.00'
L2	S 89°53'01" E	58.64'
L3	S 45°28'57" W	39.83'

POINT OF BEGINNING

10' UTILITY EASEMENT  
RECEPTION NO. 2020000006698

SOUTHWEST CORNER  
SECTION 2, T1S, R65W  
FOUND 2.5" ALUMINUM CAP  
STAMPED, "LS 38307, 2010"

SOUTH LINE OF THE SOUTHWEST  
QUARTER OF SECTION 2, T1S, R65W

N 89°52'57" W 2644.95'  
(BASIS OF BEARINGS)

162ND AVENUE

N 37°37'51" W 1755.06'

POINT OF COMMENCEMENT

SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
STAMPED, "LS 25937, 1998"  
AND  
FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
STAMPED "PE/LS 11389, 2002"  
S 48°15'55" E 0.81'

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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Water Resource Management | Construction Management

LOT 10, COUNTRY CLUB RANCHETTES FILING NO. 1

COUNTY OF ADAMS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP  
DRAWN BY: JLM  
DATE: 11/15/21  
SCALE: 1" = 100'

SHEET  
**2** OF **2**  
PCH.ACCO01.01

UTILITY EASEMENT AGREEMENT  
(Country Club Ranchettes Waterline Easement, Lot 21)

---

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company, whose address is 1635 East Layton Drive, Englewood, CO 80113 (the "Grantor"), hereby grants, bargains, sells and conveys to the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 370 Interlocken Boulevard, Suite 500, Broomfield, Colorado 80021 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Adams County, Colorado, as more particularly described and shown in **Exhibits A-1, A-2, and A-3**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,

use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of Adams County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank].*

IN WITNESS WHEREOF, the parties have executed this Easement this \_\_\_\_ day of \_\_\_\_\_ 2022.

GRANTOR:  
COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_.

[SEAL]

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

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

DISTRICT:  
GREATROCK NORTH WATER AND SANITATION  
DISTRICT

\_\_\_\_\_  
Robert Fleck, President

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Robert Fleck as President of the Greatrock North Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

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

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



**EXHIBITS A-1, A-2, AND A-3**

The Premises

# EXHIBIT A-1

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 00°31'14" WEST, AS MONUMENTED ON THE SOUTH BY A 2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE NORTH BY A 2.5" ALUMINUM CAP STAMPED, "PLS 36561, 2004", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°52'57" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2, A DISTANCE OF 100.01 FEET;

THENCE NORTH 00°31'14" WEST, A DISTANCE OF 100.01 FEET;  
 THENCE SOUTH 89°52'57" EAST, A DISTANCE OF 100.01 FEET TO SAID EAST LINE;  
 THENCE SOUTH 00°31'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 10,001 SQUARE FEET OR 0.2296 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
 FOR AND ON BEHALF OF MANHARD CONSULTING

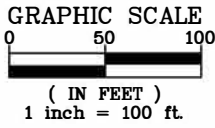
Dwg Name: P:\Pchacco01\dwg\Surv\Final Drawings\Exhibits\Surv\PCH-ACCO01.01-SI.6-WELL.dwg Updated By: BPFohl 1/17/2022 12:29 PM



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 Water Resource Management | Construction Management

<b>LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1</b>	
<b>COUNTY OF ADAMS, COLORADO</b>	
<b>EXHIBIT</b>	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JLM</u>	<b>1</b> OF <b>2</b>
DATE: <u>11/15/21</u>	PCH.ACCO01.01
SCALE: <u>N/A</u>	

# EXHIBIT A-1



EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W

CENTER QUARTER CORNER SECTION 2, T1S, R65W  
FOUND NO. 6 REBAR  
W/2.5" ALUMINUM CAP  
STAMPED, "PLS 36561, 2004"

**E. 161ST AVE**



SW1/4  
SEC 2

10' UTILITY EASEMENT  
RECEPTION NO.  
2020000006698

N 00°31'14" W 2650.41'  
(BASIS OF BEARINGS)

SE1/4  
SEC 2

LOT 22

COUNTRY CLUB RANCHETTES  
FILING NO. 1  
RECEPTION NO. 2020000006698

LOT 21

UNPLATTED

**WELL EASEMENT**

10,001 S.F. (0.2296 AC.)±

10' UNITED POWER EASEMENT  
BOOK 5297,  
PAGE 806

S89°52'57"E  
100.01'

N00°31'14"W  
100.01'

S00°31'14"E  
100.01'

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W

**E. 160TH AVE.**  
(BOOK 2792, PAGE 947)

UNPLATTED

NW1/4  
SEC 11

N89°52'57"W  
100.01'

NE1/4  
SEC 11

**POINT OF BEGINNING**

SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
STAMPED, "LS 25937, 1998"

AND  
FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
STAMPED "PE/LS 11389, 2002"  
S 48°15'55" E 0.81'

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

**LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1**

COUNTY OF ADAMS, COLORADO

EXHIBIT

PROJ. MGR.: BJP  
DRAWN BY: JLM  
DATE: 11/15/21  
SCALE: 1" = 100'

SHEET  
**2** OF **2**  
PCH.ACCO01.01

Dwg Name: P:\Pehacco01\dwg\Surv\Final Drawings\Exhibits\_Surv\PCH-ACCO01.01-SI-6-WELL.dwg Updated By: B.Pfohl 1/17/2022 12:29 PM

# EXHIBIT A-2

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 00°31'14" WEST, AS MONUMENTED ON THE SOUTH BY A 2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE NORTH BY A 2.5" ALUMINUM CAP STAMPED, "PLS 36561, 2004", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°31'14" WEST, ALONG SAID EAST LINE, A DISTANCE OF 100.01 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°52'57" WEST, A DISTANCE OF 30.00 FEET;  
 THENCE NORTH 00°31'14" WEST, A DISTANCE OF 359.11 FEET TO THE NORTHERLY LINE OF SAID LOT 21;  
 THENCE NORTH 89°31'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET TO SAID EAST LINE;  
 THENCE SOUTH 00°31'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 359.42 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 10,778 SQUARE FEET OR 0.2474 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
 FOR AND ON BEHALF OF MANHARD CONSULTING

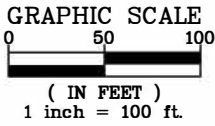


7600 East Orchard Road, Suite 350-S, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
 Civil Engineering | Surveying & Geospatial Services | GIS  
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<b>LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1</b>	
COUNTY OF ADAMS, COLORADO	
EXHIBIT	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JLM</u>	<b>1</b> OF <b>2</b>
DATE: <u>11/15/21</u>	PCH.ACCO01.01
SCALE: <u>N/A</u>	

Dwg Name: P:\Pchacco01\dwg\Surv\Final Drawings\Exhibits\Surv\PCH.ACCO01.01-S111-WATER.dwg Updated By: B.Pfohl  
 1/17/2022 12:51 PM

# EXHIBIT A-2



EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W

CENTER QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR  
 W/2.5" ALUMINUM CAP  
 STAMPED, "PLS 36561, 2004"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°52'57" W	30.00'
L2	N 89°31'03" E	30.00'

**E. 161ST AVE**

SW 1/4 SEC 2

LOT 22

COUNTRY CLUB RANCHETTES  
 FILING NO. 1  
 RECEPTION NO. 2020000006698

LOT 21

**30' WATERLINE EASEMENT**  
 10,778 S.F. (0.2474 AC.)±

10' UNITED POWER EASEMENT  
 BOOK 5297, PAGE 806

N 00°31'14" W 359.11'

S 00°31'14" E 359.42'

UNPLATTED

POINT OF COMMENCEMENT  
 SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED, "LS 25937, 1998"  
 AND  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED "PE/LS 11389, 2002"  
 S 48°15'55" E 0.81'

POINT OF BEGINNING

100.01'

**E. 160TH AVE.**  
 (BOOK 2792, PAGE 947)

NW 1/4 SEC 11

UNPLATTED

NE 1/4 SEC 11

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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**LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1**

COUNTY OF ADAMS, COLORADO

EXHIBIT

PROJ. MGR.: BJP  
 DRAWN BY: JLM  
 DATE: 11/15/21  
 SCALE: 1" = 100'

SHEET  
**2** OF **2**  
 PCH.ACCO01.01



# EXHIBIT A-3

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 00°31'14" WEST, AS MONUMENTED ON THE SOUTH BY A 2.5" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE NORTH BY A 2" ALUMINUM CAP STAMPED, "PLS 36561, 2004", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°31'14" WEST, ALONG SAID EAST LINE, A DISTANCE OF 100.01 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°52'57" WEST, A DISTANCE OF 12.00 FEET;  
 THENCE NORTH 00°31'14" WEST, A DISTANCE OF 359.30 FEET TO THE NORTHERLY LINE OF SAID LOT 21;  
 THENCE NORTH 89°31'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 12.00 FEET TO SAID EAST LINE;  
 THENCE SOUTH 00°31'14" EAST, ALONG SAID EAST LINE, A DISTANCE OF 359.42 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 4,312 SQUARE FEET OR 0.0990 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
 FOR AND ON BEHALF OF MANHARD CONSULTING

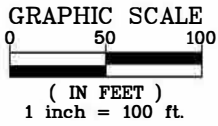
Dwg Name: P:\Pehacco01\dwg\Sur\Final Drawings\Exhibits\Surv\PCH-ACCO01.01-SI.10-ACCESS.dwg Updated By: B.Pfohl 1/17/2022 12:33 PM



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<b>LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1</b>	
COUNTY OF ADAMS, COLORADO	
EXHIBIT	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>JLM</u>	<b>1</b> OF <b>2</b>
DATE: <u>11/15/21</u>	PCH.ACCO01.01
SCALE: <u>N/A</u>	

# EXHIBIT A-3



EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W

CENTER QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR  
 W/2.5" ALUMINUM CAP  
 STAMPED, "PLS 36561, 2004"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°52'57" W	12.00'
L2	N 89°31'03" E	12.00'

**E. 161ST AVE**

10' UTILITY EASEMENT  
 RECEPTION NO. 2020000006698

SW1/4  
 SEC 2

LOT 22

COUNTRY CLUB RANCHETTES  
 FILING NO. 1  
 RECEPTION NO. 2020000006698

LOT 21

**12' ACCESS EASEMENT**

4,312 S.F. (0.0990 AC.)±

10' UNITED POWER EASEMENT  
 BOOK 5297,  
 PAGE 806

N 00°31'14" W 359.30'  
 S 00°31'14" E 359.42'

UNPLATTED

POINT OF COMMENCEMENT  
 SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED, "LS 25937, 1998"  
 AND  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED "PE/LS 11389, 2002"  
 S 48°15'55" E 0.81'

POINT OF BEGINNING

**E. 160TH AVE.**  
 (BOOK 2792, PAGE 947)

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

NW1/4  
 SEC 11

UNPLATTED

NE1/4  
 SEC 11



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 Water Resource Management | Construction Management

LOT 21, COUNTRY CLUB RANCHETTES FILING NO. 1

COUNTY OF ADAMS, COLORADO

EXHIBIT

PROJ. MGR.: BJP  
 DRAWN BY: JLM  
 DATE: 11/15/21  
 SCALE: 1" = 100'

SHEET  
**2** OF **2**  
 PCH.ACCO01.01

UTILITY EASEMENT AGREEMENT  
(Country Club Ranchettes Waterline Easement, Lot 23)

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For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company, whose address is 1635 East Layton Drive, Englewood, CO 80113 (the "Grantor"), hereby grants, bargains, sells and conveys to the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 370 Interlocken Boulevard, Suite 500, Broomfield, Colorado 80021 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Adams County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,



use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of Adams County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank].*

IN WITNESS WHEREOF, the parties have executed this Easement this \_\_\_\_ day of \_\_\_\_\_ 2022.

GRANTOR:  
COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_.

[SEAL]

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

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

DISTRICT:  
GREATROCK NORTH WATER AND SANITATION  
DISTRICT

\_\_\_\_\_  
Robert Fleck, President

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Robert Fleck as President of the Greatrock North Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

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

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

**EXHIBIT A**

The Premises

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 23, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 89°52'57" WEST, AS MONUMENTED ON THE EAST BY A 2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 38307, 2010", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°52'57" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 533.74 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°52'57" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 00°28'57" WEST, ALONG THE WESTERLY LINE OF SAID LOT 23, A DISTANCE OF 453.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 89°31'03" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 23, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°28'57" EAST, A DISTANCE OF 453.84 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 13,610 SQUARE FEET OR 0.3124 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
FOR AND ON BEHALF OF MANHARD CONSULTING



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Civil Engineering | Surveying & Geospatial Services | GIS  
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**LOT 23, COUNTRY CLUB RANCHETTES FILING NO. 1**

**COUNTY OF ADAMS, COLORADO**

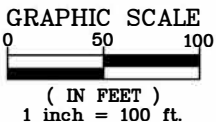
**EXHIBIT A**

PROJ. MGR.: BJP  
DRAWN BY: JLM  
DATE: 11/15/21  
SCALE: N/A

SHEET  
**1** OF **2**  
PCH.ACCO01.01

Dwg. Name: P:\Pchacco01\dwg\Surv\Final Drawings\Exhibits\Surv\PCH-ACCO01.01-SI.2-WATER.dwg Updated By: BPF on 1/17/2022 12:27 PM

# EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°52'57" W	30.00'
L2	N 89°31'03" E	30.00'

E. 161ST AVE



**30' WATERLINE EASEMENT**

13,610 S.F. (0.3124 AC.)±

LOT 25

COUNTRY CLUB RANCHETTES  
 FILING NO. 1  
 RECEPTION NO. 2020000006698

LOT 24

N 00°28'57" W 453.53'

S 00°28'57" E 453.84'

LOT 23

10' UTILITY EASEMENT  
 RECEPTION NO.  
 2020000006698

SW 1/4  
 SEC 2

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W

10' UNITED POWER EASEMENT  
 BOOK 5297,  
 PAGE 806

SOUTHWEST CORNER SECTION 2, T1S, R65W  
 FOUND 2.5" ALUMINUM CAP  
 STAMPED, "LS 38307, 2010"

N 89°52'57" W 2644.95' L1  
 (BASIS OF BEARINGS)

POINT OF BEGINNING

NW 1/4  
 SEC 11

UNPLATTED

POINT OF COMMENCEMENT  
 SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED, "LS 25937, 1998"

AND  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP  
 STAMPED "PE/LS 11389, 2002"  
 S 48°15'55" E 0.81'

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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LOT 23, COUNTRY CLUB RANCHETTES FILING NO. 1

COUNTY OF ADAMS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP  
 DRAWN BY: JLM  
 DATE: 11/15/21  
 SCALE: 1" = 100'

SHEET  
**2** OF **2**  
 PCH.ACCO01.01

1/17/2022 12:27 PM Dwg Name: P:\Pchacco01\Drawings\Exhibits\Surv\Final Drawings\Exhibits\Surv\PCCH-ACCO01.01-SI.2-WATER.dwg Updated By: BJP fof

UTILITY EASEMENT AGREEMENT  
(Country Club Ranchettes Waterline Easement, Lot 34)

---

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company, whose address is 1635 East Layton Drive, Englewood, CO 80113 (the "Grantor"), hereby grants, bargains, sells and conveys to the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen LLP, 370 Interlocken Boulevard, Suite 500, Broomfield, Colorado 80021 (the "District"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain water improvements and appurtenances thereto (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Adams County, Colorado, as more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"). Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor, its successors and assigns, shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of the District. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where the District has consented thereto, may be removed by and at the sole expense of the District in the District's exercise of its rights hereunder, without liability to the District therefor. Any structure or building, street, sidewalk, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor, its successors and assigns, subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor, its successors or assigns, without liability to the District.

3. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, the District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction,



use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

4. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein. The District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all of the terms and conditions of this Easement.

6. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor covenants and agrees with the District that the Grantor has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described, except matters of record.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with,

or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

10. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

11. This Easement shall be recorded in the real property records of Adams County.

12. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank].*

IN WITNESS WHEREOF, the parties have executed this Easement this \_\_\_\_ day of \_\_\_\_\_ 2022.

GRANTOR:  
COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company

\_\_\_\_\_

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_.

[SEAL]

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

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

DISTRICT:  
GREATROCK NORTH WATER AND SANITATION  
DISTRICT

\_\_\_\_\_  
Robert Fleck, President

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by Robert Flack as President of the Greatrock North Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]

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

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

**EXHIBIT A**

The Premises

# EXHIBIT A

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 34, COUNTRY CLUB RANCHETTES FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2020, AT RECEPTION NUMBER 2020000006698, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 89°52'57" WEST, AS MONUMENTED ON THE EAST BY A 2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND ON THE WEST BY A 2.5" ALUMINUM CAP STAMPED, "LS 38307, 2010", WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 89°52'57" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2206.95 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°52'57" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°28'57" WEST, A DISTANCE OF 219.28 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°04'47", A RADIUS OF 74.00 FEET, AN ARC LENGTH OF 34.97 FEET, THE CHORD OF WHICH BEARS NORTH 59°29'29" EAST, A DISTANCE OF 34.65 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 00°28'57" EAST, A DISTANCE OF 236.93 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 6,795 SQUARE FEET OR 0.1560 ACRES, MORE OR LESS.

I, BRIAN J, PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J, PFOHL, P.L.S. 38445  
FOR AND ON BEHALF OF MANHARD CONSULTING



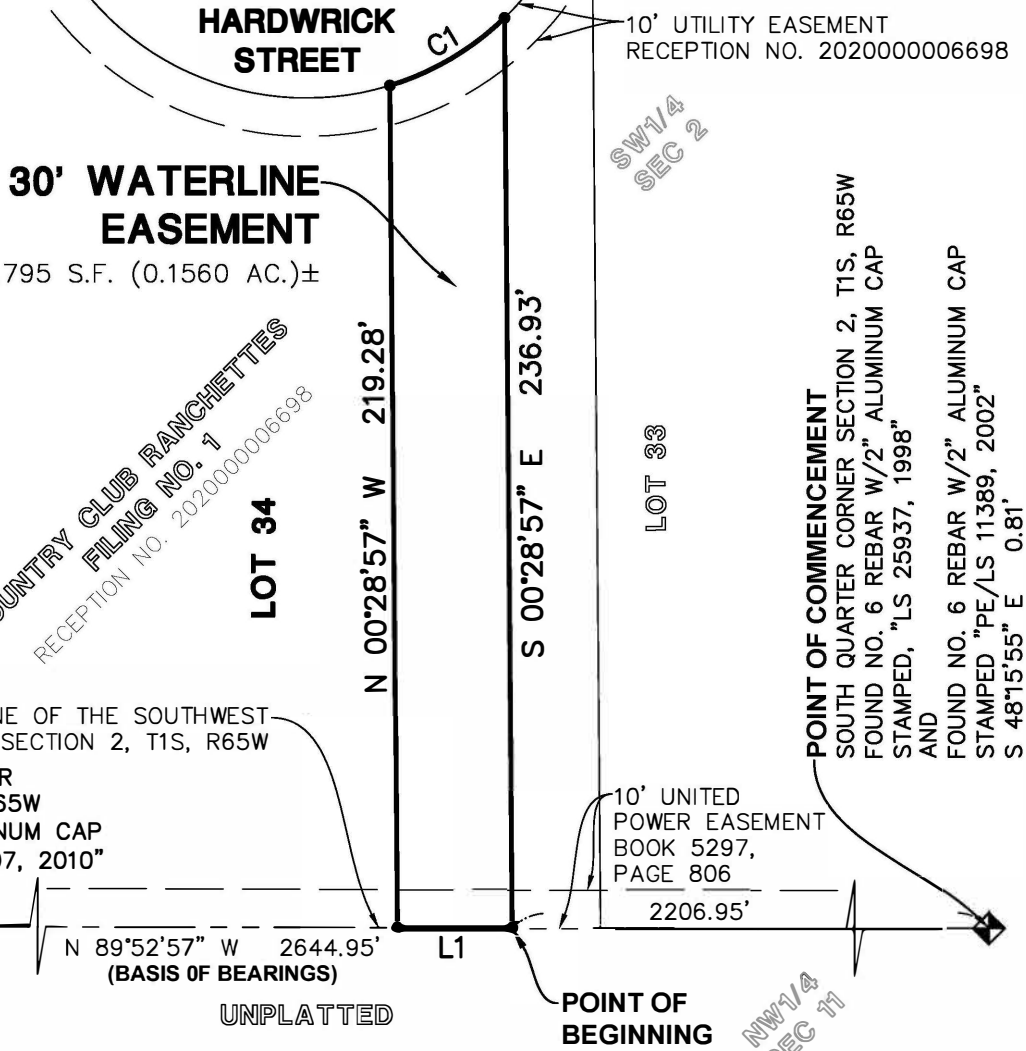
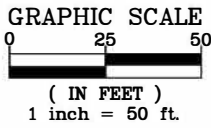
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

**LOT 3 4 COUNTRY CLUB RANCHETTES F LING NO. 1**  
**COUNTY OF ADAMS, COLORADO**

<b>EXHIBIT A</b>		<b>SHEET</b>
PROJ. MGR.: <u>BJP</u>		<b>1</b> OF <b>2</b>
DRAWN BY: <u>JLM</u>		
DATE: <u>11/15/21</u>		
SCALE: <u>N/A</u>		<b>PCH.ACCO01.01</b>

Dwg. Name: P:\Pchacco01\dwg\Surv\Final Drawings\Exhibits\_Surv\PCH-ACCO01.01-SI.3-WATER.dwg Updated By: Bpfohl 1/17/2022 12:23 PM

# EXHIBIT A



**COUNTRY CLUB RANCHETTES**  
**FILING NO. 1**  
 RECEPTION NO. 2020000006698

**LOT 34**

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, T1S, R65W  
 SOUTHWEST CORNER SECTION 2, T1S, R65W  
 FOUND 2.5" ALUMINUM CAP STAMPED "LS 38307, 2010"

N 89°52'57" W 2644.95' (BASIS OF BEARINGS)  
 UNPLATTED

N 00°28'57" W 219.28'  
 S 00°28'57" E 236.93'

10' UNITED POWER EASEMENT BOOK 5297, PAGE 806

2206.95'

POINT OF BEGINNING

POINT OF COMMENCEMENT  
 SOUTH QUARTER CORNER SECTION 2, T1S, R65W  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP STAMPED, "LS 25937, 1998" AND  
 FOUND NO. 6 REBAR W/2" ALUMINUM CAP STAMPED "PE/LS 11389, 2002" S 48°15'55" E 0.81"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°52'57" W	30.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	27°04'47"	74.00'	34.97'	N 59°29'29" E	34.65'

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
 Civil Engineering | Surveying & Geospatial Services | GIS  
 Water Resource Management | Construction Management

**LOT 34, COUNTRY CLUB RANCHETTES FILING NO. 1**

**COUNTY OF ADAMS, COLORADO**

**EXHIBIT A**

PROJ. MGR.: BJP  
 DRAWN BY: JLM  
 DATE: 11/15/21  
 SCALE: 1" = 50'

SHEET  
**2** OF **2**  
 PCH.ACCO01.01

1/17/2022 12:23: PM Dwg Name: P:\Pchacco01\Drawings\Exhibits\Sur\Final Drawings\Exhibits\Sur\13-WATER.dwg Updated By: BJR