

16. Legal Report

17. Director's Report

18. Such Other Business That May Be Brought Before The Board and Added to This Agenda by Motion of the Board

*PLEASE REMEMBER TO INCLUDE NAME OF
PROJECT MANAGER AND ATTORNEY BEHIND EACH ITEM.*

ANYTHING ITALICIZED NEEDS TO BE REMOVED BEFORE FINAL PUBLISHING.



If, to effectively and fully participate in this meeting, you require an auxiliary aid or other assistance related to a disability, please contact Shannon Metcalf at 970-350-9818.

City of Greeley
Water and Sewer Board
Minutes of March 16, 2016
Regular Board Meeting

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:03 p.m. on Wednesday, March 16, 2016.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Bob Ruyle, Fred Otis, Tony Miller, Joe Murphy, Manual Sisneros, City Manager Roy Otto and Finance Director Victoria Runkle

Water and Sewer Department staff:

Water and Sewer Director Burt Knight, Deputy Director of Water Resources Eric Reckentine, Operations Manager Bob Neal, Budget Analyst Erik Dial, Chief Engineer Adam Prior, and Senior Administrative Specialist Shannon Metcalf

Legal Counsel:

Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Dan Biwer, Environmental and Water Resources Attorney Andy Nicewicz, and Water and Sewer Board Counsel Jim Witwer

Other Guests:

Jennifer Kovecses, Poudre River Watershed Coalition Executive Director and Citizen Tye Notestine

2. Approval of Minutes

Mr. Miller moved and Vice-Chairman Todd seconded to approve the February 17, 2016 Water and Sewer Board meeting minutes as presented. The motion carried 7-0.

3. Approval of and/or Additions to Agenda

There were no additions or changes to the Agenda.

4. Report: Poudre River Watershed Coalition – Update on Watershed Programs

Mr. Reckentine introduced Jennifer Kovecses from the Poudre River Watershed Coalition. The Coalition is a registered non-profit business founded with support from the City of Greeley in the wake of the High Park Fires. Ms. Kovecses thanked the board and staff for their continued support. Last year the Coalition did receive the 501(c)3

charitable organization status. As part of the 501(c)3 permit process a mission status was created. The mission statement is to improve and maintain the ecological health of the Poudre River watershed through community collaboration. Ms. Kovecses noted that there are many threats in the upper watershed but a lot of that area is protected. She explained that one of the items the group is working on is having measures in place to get ahead of the next fire.

Chairman Evans thanked Ms. Kovecses for the work the coalition has done and also complimented Eric Reckentine for his efforts.

5. Report: 4th Quarter CIP

Ms. Kovecses left the meeting at 2:18 p.m.

Mr. Neal gave a summary of the 4th quarter CIP projects. He explained that there were 56 CIP projects in 2015. There 17 ongoing construction projects which includes Bellvue. There is a total of 10 ongoing permitting or pipeline projects and 7 projects in study or design phase. Mr. Neal also noted that the department has completed 3 of the 6 city manager performance measures. Lastly, Mr. Neal introduced the new Chief Engineer, Adam Prior.

6. Action: Recommend Approval by City Council the Statement of Responsibilities between the City of Greeley and the USACE for Milton Seaman Water Storage Project

Mr. Reckentine stated that the purpose of the Statement of Responsibilities is to identify the parties' rights and responsibilities as well as communication strategies and protocols.

A motion was made by Mr. Ruyle and seconded by Mr. Miller to Recommend Approval by City Council the Statement of Responsibilities between the City of Greeley and the USACE for Milton Seaman Water Storage Project subject to amending the project description. The motion carried 7-0.

Chairman Evans asked Mr. Reckentine to give an update on the Project to the Board. Mr. Reckentine explained that BBC, Greeley's consultant, is revising the purpose and need future demand analysis, which has been extended to 2065. Greeley's consultants will also revise the screening methodology used to develop the alternatives. By request, the City of Greeley will be conducting the analysis and Tetra Tech, the third-party contractor, will review the analysis. The process of Greeley generating the data and the third-party contractor reviewing the data is the reverse process of what was done under the prior third-party contractor arrangement. This new process that Greeley, the Corps and the third party have agreed to is defined and provided for under NEPA guidelines.

7. Report: Windy Gap Firming Project EIS Update

Mr. Reckentine presented an update of the Windy Gap firming project. He explained that the permit approvals and construction design will occur 2016-2017. The 401 Certification document is under negotiation, and Northern Water has requested comments from participants. The other remaining milestones for the project include finalizing the IGA's in 2016, design completion in 2017, the 404 Permit, and amending the decree. The project's construction is anticipated to start in 2018.

Mr. Neal, Mr. Prior, Mr. Dial, and Mr. Notestine left the meeting at 2:56 p.m.

8. Executive Session:

At 2:57 p.m. Chairman Evans made motion to move into executive session to address the following matters:

1. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, as authorized by C.R.S. §24-6-402(4)(e) and Greeley Municipal Code 2.04.020(5).

Chairman Evans identified the following topics for discussion:

1. Matters related to the Windy Gap Firming Project's Draft 401 Certification

Mr. Otis seconded the motion. The motion carried 7-0.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Robert Ruyle, Fred Otis, Joe Murphy, Tony Miller, Manual Sisneros, Mayor Tom Norton, City Manager Roy Otto, Director of Finance Victoria Runkle, Director of Water and Sewer Burt Knight, Deputy Director of Water Resources Eric Reckentine, Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Daniel Biwer, Environmental and Water Resources Attorney Andy Nicewicz

The executive session ended at 3:24 p.m. and the regular meeting resumed.

9. Legal Report:

Mr. Witwer stated that staff and counsel recommend filing one statement of opposition this month.

- 2016CW3008 Ground Water Management Subdistrict of the Central Colorado Water Conservancy District (GMS) and Greg and Sheree Johnson: Application to change water rights represented by 8 shares of Greeley Irrigation Company stock for augmentation and replacement use by GMS. Greeley's opposition will help to ensure that terms and conditions imposed on the proposed change of water right are consistent with prior GIC change decrees.

A motion was made by Mr. Otis and seconded by Mr. Sisneros to authorize the filing of a statement of opposition in Case No. 2016CW3008, and for staff and legal counsel to seek resolution of issues raised by the case as consistent with Water and Sewer Board Resolution No. 3, 2015. The motion carried 7-0.

Mr. Witwer also gave an update on the Stoner condemnation case settlement (2014CV30867): Greeley agreed to pay a total of \$100,000, with landowners assuming responsibility for replacement and care of trees in construction easement and edges of permanent easement (an obligation that Greeley would otherwise have).

Jim Witwer also informed the Board that he and Andrea Bronson are leaving Trout, Raley, Montano, Witwer & Freeman to join Temkin Hardt and Longecker LLP, a small Denver firm specializing in environmental and natural resources law and litigation, effective March 21, 2016.

10. Director's Report:

- **Recent Losses of Water Leaders**
Diane Hoppe, Charlie Bartlett and Jim Izgar recently passed away
- **The 2006 and 2008 Water Bonds have been refunded**
Mr. Knight noted the effort that Mrs. Runkle and her staff did on bond refunding. The rating from Standard and Poor's increased from AA to AA+. The anticipated savings will be about \$403,000 annually and over \$5.2 million for the life of the loan.

11. Such Other Business That May Be Brought Before The Board And Added To This Agenda by Motion of the Board

There being no further business, Chairman Evans adjourned the meeting at 3:38 p.m.

Harold Evans, Chairman

Shannon Metcalf, Senior Administrative Assistant

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 4

TITLE: REPORT: WATER ADVERTISEMENT
 CAMPAIGN HELVETICA PRESENTATION

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

The Reservoir Expansion Campaign is designed to educate our residents regarding Greeley's historical leadership in the provision of water, and the development of water law in Colorado. In doing so, it will help our rate payers to understand how the City provides for the future while also ensuring that our current needs, both human and environmental, are met. The timing of this campaign is intended to correspond with the Milton Seaman expansion process to provide information to our residents and rate payers in advance, so they understand the relationship between Greeley's historical role in water development and its plans for the future.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE __X__

ITEM NUMBER: 5

TITLE: REPORT: ART FUND/GREELEY WATER
BOOK

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

After reviewing options to modify Art Fund requirements to fund writing the Greeley Water Book, it was determined that the best solution would be to include the Book effort in the Water Fund Capital Budget. The Art Fund will still be used to support some original art work to be included in the book and then placed on display in the City.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 6

TITLE: REPORT: WATER BUDGET TIERED RATE
PRESENTATION

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

Greeley has a strong conservation ethic that has been developed over more than a century. Municipal stewardship of water as a non-renewable natural resource is rooted in having a customer base that understands the importance of using water efficiently and reducing water waste. The Water and Sewer Department proposes expanding upon Greeley's conservation ethic by attaching a rate structure to the current Informational Water Budget Program in order to incentivize Greeley customers to be efficient in their water use. The Informational Water Budget Program is a continuation of the Water Budget Pilot Project (2011-2014). The program provides information to 20,000 single-family residential (SFR) customers on how much water they used compared to their water budget during each billing period.

Providing an informational water budget has improved the overall water use efficiency of the SFR customer class, but there are still a number of customers who are significantly over their budgeted amount of water. One way to incentivize customers to improve their water efficiency is to attach rates to varying levels of consumption that fall within and/or above each SFR account's water budget. Under a water budget rate structure, customers whose water use falls within their water budget would pay the lowest rate.

The Water and Sewer Department proposes implementing a water budget rate structure in 2017. This will involve public outreach and targeted marketing in 2016, billing system upgrades to incorporate tiered rates, testing of all systems to ensure functionality, and several ordinance changes to help increase customer flexibility with regards to watering restrictions. Various levels of marketing techniques will be used, including advertising to raise general awareness; Community-Based Social Marketing (CBSM) to reduce or eliminate barriers to make it easier or less expensive for people to improve their water use efficiency; and targeted marketing to reach those customers who have been consistently over their water budget in the past. The goal of the Water and Sewer Department over the next eight months (May-December 2016) is to reach every SFR customer in the City to educate them on the water budget, encourage them to update their

household information so their water budget calculation is accurate, and inform them about the new rate structure that will be attached to their water budget in 2017.

City of Greeley, Water and Sewer Department staff has undertaken a study of a Residential Water Budget Program. Staff presented an update to the City of Greeley Water and Sewer Board at the end of 2015. The Board and City Council had requested additional information from staff related to further analysis of tiered water rate structures, timing of tiered rate implementation and costs of implementation with the goal of implementing a water budget tiered rate structure in early 2017. This information will be presented.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 7

TITLE: ACTION: APPROVE CASH-IN-LIEU

RECOMMENDATION: APPROVE CASH-IN-LIEU AS
RECOMMENDED

ADDITIONAL INFORMATION:

Please see the attached memorandum for details.



MEMORANDUM

To: Water and Sewer Board

From: Danielle Snyder, Water Resources Analyst

Date: April 8, 2016

Re: Colorado Big Thompson (C-BT) project water applications for Change of Water Allotment Contracts

ISSUE:

The C-BT *Change of Water Allotment Contracts* for January, February, and March 2016 have been published. The average market price per C-BT unit over the last 36 months will be used as an indicator for the City of Greeley Water and Sewer Board at the January Board Meeting to set the City’s cash in-lieu rate.

BACKGROUND:

In the month of **January 2016**, the NCWCD Board reviewed 3 applications for change of water allotment contracts, totaling 527 units. Transfers to cities, towns and rural domestic water providers totaled 527 units, of which 527 units were purchased.

Purchaser	Number of Units Purchased	Purchase Price per Unit	Total Purchase Price	Monthly Average Purchase Amount per Unit
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January 2016

Fort Collins/Loveland Water District	39	\$26,000.00	\$1,014,000.00	
City & County of Broomfield	87	\$26,500.00	\$2,305,500.00	
City & County of Broomfield	401	\$26,500.00	\$10,626,500.00	
January Total	527		\$13,946,000.00	\$26,463.00

SERVING OUR COMMUNITY • IT'S A TRADITION

We promise to preserve and improve the quality of life for Greeley through timely, courteous and cost effective service.

In the month of **February 2016**, the NCWCD Board reviewed 7 applications for change of water allotment contracts, totaling 26 units. Transfers to cities, towns and rural domestic water providers totaled 23 units, of which 23 units were purchased.

Purchaser	Number of Units Purchased	Purchase Price per Unit	Total Purchase Price	Monthly Average Purchase Amount per Unit
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February 2016

Little Thompson Water District	2	\$25,000.00	\$50,000.00	
Fort Collins Water District	6	\$25,000.00	\$150,000.00	
Central Weld County Water District	5	\$27,500.00	\$137,500.00	
Morgan County Quality Water	10	\$25,000.00	\$250,000.00	
February Totals	23		\$587,500.00	\$25,543.48

In the month of **March 2016**, the NCWCD Board reviewed 7 applications for change of water allotment contracts, totaling 52 units. Transfers to cities, towns and rural domestic water providers totaled 51 units, of which 51 units were purchased.

Purchaser	Number of Units Purchased	Purchase Price per Unit	Total Purchase Price	Monthly Average Purchase Amount per Unit
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March 2016

North Weld County Water District	15	\$25,000.00	\$375,000.00	
North Weld County Water District	8	\$25,000.00	\$200,000.00	
Little Thompson Water District	4	\$25,000.00	\$100,000.00	
North Weld County Water District	15	\$25,000.00	\$375,000.00	
Fort Collins Loveland Water District	7	\$25,000.00	\$175,000.00	
North Weld County Water District	2	\$25,000.00	\$50,000.00	
March Totals	51		\$1,275,000.00	\$25,000.00

Over the 36 month period from **April 2013 through March 2016**, the Northern Colorado Water Conservancy District (NCWCD) Board reviewed 227 applications for change of water allotment contracts, totaling 6,245 units. Transfers to cities, towns and rural domestic water providers totaled 2,932 units, of which 2,892 units were purchased.

RECOMMENDATIONS:

Cash-in-lieu is currently set at \$29,000 per acre-foot. The total average cost over the 36 month period from April 2013 through March 2016 was \$23,137 per unit or the equivalent of \$31,000 per acre-foot. Staff recommends setting cash-in-lieu at \$31,000 per acre-foot.

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WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 8

TITLE: ACTION: APPROVE APRIL WATER SUPPLY
UPDATE AND DECLARATION CONCERNING
WATER YEAR

RECOMMENDATION: DECLARE ADEQUATE WATER YEAR AND
AUTHORIZE STAFF TO RENT EXCESS
WATER SO LONG AS TARGET STORAGE
VOLUME IS MAINTAINED

ADDITIONAL INFORMATION:

Staff reports to the Water and Sewer Board (“Board”) in April, July, and November of each year on Greeley’s water supply status. In April, the Board makes a declaration concerning the adequacy of the Water Year. Projected storage is presently at 25,587 acre-feet exceeding the target storage volume of 20,000 acre-feet.

Based on projected storage, staff recommends that the Board declare an “Adequate Water Year,” with the normal three days a week watering schedule and authorize staff to rent out available excess water supply, so long as the target storage volume of 20,000 acre-feet is maintained.



MEMORANDUM

TO: Burt Knight, Water and Sewer Director
FROM: John Thornhill, Water Resources Operations Manager
DATE: April 13, 2016
RE: April 2016 Water Supply Update

ISSUE

In accordance with the Drought Emergency Plan, staff will report the water supply status to the Greeley Water and Sewer Board (“Board”) in April, July and November of each year. Previous modeling analysis has shown that the amount of water needed in storage to supply the citizens of Greeley through an extreme drought is approximately 20,000 acre-feet. When this target storage level is met, the Board can declare an “adequate water year” with normal watering restrictions.

BACKGROUND

The South Platte basin continues to benefit from above average snowpack and free river conditions. The main stem of the South Platte has experience unprecedented free river conditions since September 2013. The Colorado SWSI¹ report in March showed a value of 0.7 for the South Platte basin indicating slightly above average supply conditions (the April report was unavailable at the time of this writing but is expected to be higher due to March storms). A strong winter storm is moving into the area and is expected to deliver significant amounts of precipitation to the northern Front Range for the weekend of April 15th – April 17th. This storm has the potential to keep the call off the main stem through May according to the State Engineer’s Office (SEO). Snowpack in the basin as of April 12th was 100% of average. Streamflow forecasts are expected to be at or above the historical average for 2016 (NRCS Snowpack news release March 2016) for the Cache la Poudre and Big Thompson Basins. Reservoir storage in the basin is above average and higher than last water year.

The Greeley System Storage Analysis table for Water Year 2016 shows the April 2016 storage level will be approximately 25,000 acre-feet. This is after collateralizing 4,900 acre-feet of C-BT due to the uncertainty of Windy Gap operations in the Northern system. Based on reservoir storage and streamflow predictions in the South Platte Basin, Northern Water declared a 70% C-BT quota at its April 14th board meeting to satisfy demand for 2016.

¹ The Surface Water Supply Index (SWSI) was developed by the Colorado Division of Water Resources and the U.S.D.A Natural Resources Conservation Service (NRCS). This is an indicator of mountain-based water supply conditions for the major river basins in Colorado. It is based on streamflow, reservoir storage, and precipitation. The SWSI scale goes from -4 (severe drought) to +4 (abundant supply) with 0 being near normal supply.

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The 2016 projections for the Greeley Loveland Irrigation system were based on streamflow predictions and current snowpack conditions and water already in storage. Ron Brinkman, General Manager of the Greeley-Loveland companies, predicts that with current supplies the company will likely see full dividends on Lake Loveland and Seven Lakes shares and slightly below average dividends on the Greeley Loveland shares.

The April 2016 target storage volume prediction is based on the following assumptions:

- Existing Greeley storage volumes (carryover)
- 70% quota allocation from the Northern District
- 40 AF/share LL, 10 AF/share 7L, 9 AF/share GL
- 2012 water demands
- 4,900 acre-feet of Windy Gap water collateralized with C-BT supplies
- High Mountain Reservoirs (HMR) will not come into priority

RECOMMENDATION

The projection for the April 1, 2016 storage volume exceeds the target storage volume. Staff recommends the Board declare an adequate water year and that supplies be made available for immediate rental to agriculture while assuring target storage does not fall below 20,000 acre-feet.

Greeley System Storage Analysis

2016 Water Supply Update

C-BT=70% HMR*= 0 AF
 Yields GL/LL/7L = 9/40/10

Water Year 2016 Operations

	Beginning Storage (1)	Estimated Yield (2)	Total Supplies (3)	Total WY 2016 Demands (4)	Early Season Spills and Collateralized (5)
NCWCD (C-BT)	6,393	19,484	25,876	(11,751)	(4,900)
WINDY GAP	0	0	0	(3,725)	4,900
POUDRE SYSTEM	9,336	8,523	17,859	(9,625)	0
GLIC SYSTEM	11,179	10,107	21,286	(10,405)	0
TOTAL	26,908	38,114	65,021	(35,505)	0

Balance 29,516

Water Year 2017 Storage Volume

	Ending WY '16 31-Oct-16 Storage (6)	1-Nov-16 Spills (7)	Beginning WY 2017 1-Nov-16 Storage (8)	Winter 2017 (Nov thru April) Demands on Storage and Shrink (9)	1-Apr-17 Carryover (10)
NCWCD (C-BT)	7,147	0	7,147	(715)	6,432
WINDY GAP	0	0	0	0	0
POUDRE SYSTEM	9,409	0	9,409	(1,789)	7,620
GLIC SYSTEM	12,960	0	12,960	(1,426)	11,535
TOTAL	29,516	0	29,516	(3,930)	25,587
Target Storage Volume:					20,000

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 9

TITLE: ACTION: APPROVE AND RECOMMEND
 APPROVAL TO COUNCIL OF A 1 A.F.
 AUGMENTATION LEASE AGREEMENT FOR
 SKY CORRAL RANCH

RECOMMENDATION:

ADDITIONAL INFORMATION:

Staff recommends approval by the City of Greeley Water & Sewer Board of a perpetual augmentation lease of 1 acre foot by and between The Community Foundation of Northern Colorado ("Foundation") and the City of Greeley, a Colorado municipal corporation, acting by and through its Water and Sewer Board ("Greeley"). The Augmentation Water shall only be used by the Foundation and its successors to augment out-of-priority depletions associated with the pumping of wells on the Foundation Property at Sky Ranch. As consideration, the foundation will allow the City of Greeley use and access of the Sky Ranch facilities as described in the lease agreement.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 10

TITLE: PRELIMINARY 2017/2018 WATER AND
 SEWER BUDGET

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Presentation to discuss objectives to be included in preparation of the 2017/18 Budget. In 2015 an ordinance was approved to define the preparation of the Water & Sewer budget to give the Water & Sewer Board and City Council the opportunity to help define work programs that should be included or emphasized.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE

NO ENCLOSURE X

ITEM NUMBER: 11

TITLE: REPORT: WINDY GAP 401 CERTIFICATION
UPDATE

RECOMMENDATION:

ADDITIONAL INFORMATION:

The Windy Gap Firing Project Participants met with the Municipal Subdistrict of the Northern Colorado Water Conservancy District (“Subdistrict”) to discuss the Section 401 Certification and Rational. Greeley raised and addressed several questions about the contents and the implications of those terms to the Participants. The Subdistrict assured the Participants that the conditions will not have an adverse effect on the Participants or the Project. The Subdistrict agreed to provide a written risk analysis of the conditions for the Participants review. The Subdistrict also agreed to include in the letter of acceptance to the Water Quality Control Commission a statement that the terms and conditions of the Windy Gap Firing Project 401 Certification would not be binding against any Participant in any other project or be construed as a waiver to any rights or claims.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

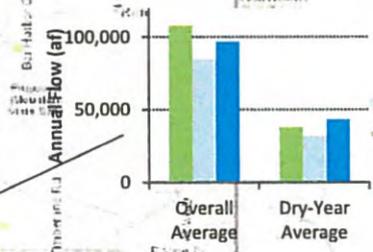
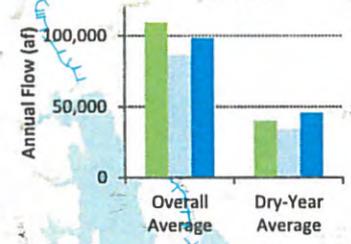
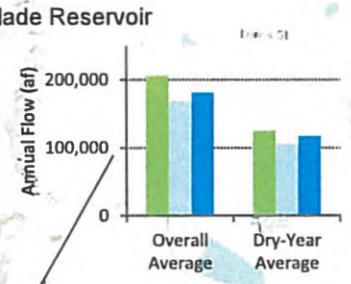
ITEM NUMBER: 12

TITLE: REPORT: NORTHERN INTEGRATED SUPPLY
 PLAN PREFERRED SUB-ALTERNATIVE
 INFRASTRUCTURE AND OPERATIONS
 MODIFICATION PLAN

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Northern Colorado Water Conservancy District provided an update on a new sub alternative to the Northern Integrated Supply Project (NISP) preferred glade alternative water distribution system and operation. Staff will provide the City of Greeley water & sewer Board and update on their new NISP alternative.



Northern Integrated Supply Project Project Configuration Modification



NISP - Alternative 2 Conveyance Reconfiguration (Downstream Diversion)

Summary of Metrics

3/28/2016

Design Summary

Month	Total NISP Delivery	Poudre River Diversion		
	(acre-feet)	(acre-feet)	(cfs)	% of Total
Nov	2,310	1,100	18	48%
Dec	2,310	1,100	18	48%
Jan	2,100	1,100	18	52%
Feb	1,890	1,050	18	56%
Mar	2,310	1,100	18	48%
Apr	3,360	1,100	18	33%
May	4,200	1,100	18	26%
Jun	5,250	1,200	20	23%
Jul	5,880	1,550	25	26%
Aug	4,830	1,550	25	32%
Sep	4,200	1,300	22	31%
Oct	3,360	1,100	18	33%
Total	42,000	14,350		34%

Design/Operational Considerations

- Intake must be located U/S of Mulberry WRF outfall
 - For preferred intake location, relocate outfall
 - Alternate location U/S of Mulberry WRF
- Diversion would convey about 1/3 of NISP yield
 - Allows for blending with Glade water if needed
 - Reasonable increase in pumping
- Key monthly distribution considerations:
 - Avoid fluctuations in ratio of Poudre/Glade supply
 - Avoid large pipe (>36") due to construction issues
 - Target improvements in key flow metrics
- Key operational considerations:
 - Diversions may be less until full demand reached
 - Daily diversion will not exceed daily NISP demand
 - Diversions will not be made on days when water quality does not meet participant requirements

Summary of Key Flow Criteria and Metrics

Row	Source	Criteria	Measure	Current Conditions	With NISP (SDEIS)	With NISP (D/S Intake)	SDEIS Alternative 4	
1	CPW	Minimum flows in the range of 25-35 cfs at Lincoln St.	Percent of Days with Flow >= 25 cfs at Lincoln St. Gage	48%	54%	82%	52%	
2			Percent of Years with Average Winter Flow >= 25 cfs at Lincoln St. Gage	27%	46%	92%	31%	
3	Fort Collins River Health Assessment Framework	No Dry-Up Points	Percent of Days with Flow >= 1 cfs below Larimer-Weld	64%	98%	100%	69%	
4			Daily average minimum streamflow of 20 cfs	Percent of Days with Flow >= 20 cfs at Lincoln Street Gage	52%	63%	97%	57%
5			Percent of Winter Days with Flow >= 20 cfs at Lincoln St. Gage	30%	48%	96%	40%	
6			Winter daily average streamflow of 35 cfs	Average Winter Flow at Lincoln St. Gage (cfs)	26 cfs	33 cfs	46 cfs	27 cfs
7			Percent of Years with Average Winter Flow >= 35 cfs at Lincoln St. Gage	27%	27%	50%	27%	
8	Poudre Whitewater Park Website	100 cfs or less for a Beginner Playpark	Percent of Summer Days with >= 60 cfs at Lincoln St. Gage (minimum boatable at other Front Range parks)	67%	54%	72%	66%	
9			Percent of Summer Days with >= 100 cfs at Lincoln St. Gage	54%	39%	46%	52%	

Note: For purposes of this table: winter is Nov-Mar; summer is May-Aug

Bold Indicates metrics in which reconfiguration value exceeds current conditions

NISP - Alternative 2 Conveyance Reconfiguration (Downstream Diversion)
Hydrology Analysis - Streamflow Monthly Summary

Lincoln St. Gage

Bold Indicates periods when reconfiguration flow exceeds current conditions

	Current Conditions	With NISP (SDEIS)	With NISP (D/S Intake)	SDEIS Alternative 4
Overall Monthly Average (cfs)				
Nov	24	39	54	37
Dec	21	27	39	21
Jan	25	29	41	23
Feb	23	31	42	21
Mar	37	41	53	31
Apr	87	44	56	33
May	432	309	327	351
Jun	831	631	651	681
Jul	185	151	176	183
Aug	70	51	76	70
Sep	12	20	34	12
Oct	46	46	64	49
Avg	149	118	134	126
Total (ac-ft)	108,200	85,500	97,400	91,400
Dry-Year Average (cfs)				
Nov	9	20	32	17
Dec	9	17	26	9
Jan	13	23	35	16
Feb	17	26	38	19
Mar	18	26	37	20
Apr	15	22	31	13
May	172	110	128	159
Jun	234	141	161	233
Jul	52	46	71	49
Aug	40	46	71	45
Sep	11	16	33	11
Oct	38	38	56	42
Avg	52	44	60	53
Total (ac-ft)	37,900	32,200	43,500	38,300
Average-Year Average (cfs)				
Nov	20	34	50	31
Dec	12	19	30	12
Jan	23	27	39	20
Feb	16	24	35	18
Mar	32	37	47	30
Apr	53	34	47	28
May	216	71	89	147
Jun	511	329	350	366
Jul	163	111	136	163
Aug	59	41	66	55
Sep	12	21	34	12
Oct	45	43	61	45
Avg	97	66	82	77
Total (ac-ft)	70,100	47,800	59,400	56,000

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 13

TITLE: EXECUTIVE SESSION

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 14

TITLE: ACTION: APPROVE AND RECOMMEND TO
COUNCIL DIVESTMENT 2.5 ACRE
SUBDIVISION OF THE MILL FARM

RECOMMENDATION: APPROVE AND RECOMMEND TO COUNCIL
DIVESTMENT 2.5 ACRE SUBDIVISION OF
THE MILL FARM

ADDITIONAL INFORMATION:

The City of Greeley, acting by and through its Water and Sewer Board, purchased property, located in Weld County, Colorado, Section 7, Township 7 North, Range 67 West, 6th P.M., known as the Mill Farm, in 2007, along with 3 shares of the stock in the Water Supply and Storage Company (“WSSC Water Rights”), and 1 water tap in the North Weld County Water District. Since 2007, the City has leased the farm, along with the WSSC Water Rights, to a tenant farmer in order to sustain historical use of the WSSC Water Rights on the historic farm. The City received an offer to purchase the water tap and a 2.593 acres portion, more or less, of the farm. The offer included a condition that the purchaser would be responsible for subdividing the property into two lots--one for residential use, and the other, to be retained by the City, for agricultural use. The City will continue to lease the WSSC Water Rights for use on the retained parcel, which encompasses of the historically irrigated land, until the WSSC Water Rights are needed for municipal purposes.

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (CBS4-6-15) (Mandatory 1-16)

3
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
5 OTHER COUNSEL BEFORE SIGNING.
6

7 **CONTRACT TO BUY AND SELL REAL ESTATE**
8 **(LAND)**

9 Property with No Residences
10 Property with Residences-Residential Addendum Attached

11 Date: April 13, 2016
12

13 **AGREEMENT**

14 1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set
15 forth in this contract (Contract).

16 2. **PARTIES AND PROPERTY.**

17 2.1. **Buyer.** Buyer, Roger Dechairo
18 will take title to the Property described below as Joint Tenants Tenants In Common Other individually.

19 2.2. **No Assignability.** This Contract Is Not assignable by Buyer unless otherwise specified in **Additional Provisions**.

20
21 2.3. **Seller.** Seller, City of Greeley, is
22 the current owner of the Property described below.

23 2.4. **Property.** The Property is the following legally described real estate in the County of Weld, Colorado:
24

25 See Legal Description on Exhibit A, attached hereto.
26

27
28
29 known as No. 40898 county Road 13 Fort Collins CO 80524
30 Street Address City State Zip

31 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of
32 Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

33
34 2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

35 2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price
36 unless excluded under **Exclusions**:
37

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41
42 If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the
43 Purchase Price.

44 2.5.2. **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and
45 clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____.
46 Conveyance of all personal property will be by bill of sale or other applicable legal instrument.
47

48 2.6. **Exclusions.** The following items are excluded (Exclusions):
49
50
51
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53

54 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**
 55 **2.7.1. Deeded Water Rights.** The following legally described water rights:
 56 N/A
 57
 58 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.
 59 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
 60 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
 61 N/A
 62
 63 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
 64 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
 65 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
 66 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
 67 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
 68 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
 69 Permit # is _____.
 70 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
 71 N/A
 72
 73 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
 74 conveyed as part of the Purchase Price as follows:
 75 North Weld potable water tap is included. There is no sewer tap.
 76
 77
 78
 79
 80 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of**
 81 **the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**
 82 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 83 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
 84 applicable legal instrument at Closing.
 85 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:
 86 Buyer shall be entitled to any growing crops after the Closing Date.
 87

88 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC + 7
		Title	
2	§ 8.1	Record Title Deadline	MEC + 21
3	§ 8.2	Record Title Objection Deadline	MEC + 28
4	§ 8.3	Off-Record Title Deadline	MEC + 21
5	§ 8.3	Off-Record Title Objection Deadline	MEC + 28
6	§ 8.4	Title Resolution Deadline	MEC + 35
7	§ 8.6	Right of First Refusal Deadline	NA
		Owners' Association	
8	§ 7.3	Association Documents Deadline	NA
9	§ 7.4	Association Documents Objection Deadline	NA
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	NA
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	NA
12	§ 5.2	Loan Objection Deadline	NA
13	§ 5.3	Buyer's Credit Information Deadline	NA
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	NA
15	§ 5.4	Existing Loan Documents Deadline	NA
16	§ 5.4	Existing Loan Documents Objection Deadline	NA

17	§ 5.4	Loan Transfer Approval Deadline	NA
18	§ 4.7	Seller or Private Financing Deadline	NA
Appraisal			
19	§ 6.2	Appraisal Deadline	NA
20	§ 6.2	Appraisal Objection Deadline	NA
21	§ 6.2	Appraisal Resolution Deadline	NA
Survey			
22	§ 9.1	New ILC or New Survey Deadline	MEC + 35
23	§ 9.3	New ILC or New Survey Objection Deadline	MEC + 42
24	§ 9.4	New ILC or New Survey Resolution Deadline	MEC + 49
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	MEC +42
26	§ 10.3	Inspection Resolution Deadline	MEC +49
27	§ 10.5	Property Insurance Objection Deadline	NA
28	§ 10.6	Due Diligence Documents Delivery Deadline	MEC + 21
29	§ 10.6	Due Diligence Documents Objection Deadline	MEC + 28
30	§ 10.6	Due Diligence Documents Resolution Deadline	MEC + 35
31	§ 10.6	Environmental Inspection Objection Deadline	NA
32	§ 10.6	ADA Evaluation Objection Deadline	NA
33	§ 10.7	Conditional Sale Deadline	NA
34	§ 11.1	Tenant Estoppel Statements Deadline	NA
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	NA
Closing and Possession			
36	§ 12.3	Closing Date	TBD - SEE PARA. 30
37	§ 17	Possession Date	DATE OF CLOSING
38	§ 17	Possession Time	5:00 P.M.
39	§ 28	Acceptance Deadline Date	May 20, 2016
40	§ 28	Acceptance Deadline Time	5:00 P.M.

89 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
90 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
91 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
92 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

93 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

94

95 **4. PURCHASE PRICE AND TERMS.**

96 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	
1	§ 4.1	Purchase Price	\$	150,000.00
2	§ 4.3	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$ 0
4	§ 4.6	Assumption Balance		\$ 0
5	§ 4.7	Private Financing		\$ 0
6	§ 4.7	Seller Financing		\$ 0
7				
8				
9	§ 4.4	Cash at Closing		\$ 140,000.00
10		TOTAL	\$	150,000.00

97 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ NA (Seller Concession). The Seller
98 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
99 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the
100 Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items
101 and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or
102 credit Buyer elsewhere in this Contract.

103 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a Personal Check, will be
104 payable to and held by Fidelity Title (Earnest Money Holder), in its trust account, on behalf of
105 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually
106 agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to
107 the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has
108 agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing
109 to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
110 Earnest Money Holder in this transaction will be transferred to such fund.

111 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
112 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

113 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
114 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
115 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
116 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
117 days of Seller's receipt of such form.

118 **4.4. Form of Funds; Time of Payment; Available Funds.**

119 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
120 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
121 check, savings and loan teller's check and cashier's check (Good Funds).

122 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
123 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
124 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this
125 Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
126 stated as Cash at Closing in § 4.1.

127 **4.5. New Loan.**

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Intentionally Omitted

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TRANSACTION PROVISIONS

165 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

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Intentionally Omitted

195 **6. APPRAISAL PROVISIONS.**

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7. **OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

Intentionally Omitted

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8. **TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

8.1. **Evidence of Record Title.**

8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must

275 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
276 Price.
277 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

278 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
279 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
280 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
281 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
282 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
283 will be paid by Buyer Seller One-Half by Buyer and One-Half by Seller Other _____.
284 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
285 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
286 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
287 object under § 8.4 (Right to Object to Title, Resolution).

288 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
289 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
290 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
291 Documents).

292 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
293 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
294 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
295 party or parties obligated to pay for the owner's title insurance policy.

296 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
297 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

298 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
299 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
300 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
301 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
302 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
303 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
304 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
305 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
306 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
307 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
308 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
309 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
310 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
311 Commitment and Title Documents as satisfactory.

312 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
313 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
314 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights
315 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
316 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
317 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
318 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
319 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
320 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
321 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
322 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
323 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
324 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
325 knowledge.

326 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
327 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
328 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

329 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
330 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
331 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
332 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

333 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
334 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
335 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
336 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

337 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
338 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

339 **8.5. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
340 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
341 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
342 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
343 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
344 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
345 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
346 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
347 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
348 RECORDER, OR THE COUNTY ASSESSOR.

349 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any
350 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

351 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
352 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
353 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
354 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
355 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
356 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

357 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
358 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
359 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
360 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
361 various laws and governmental regulations concerning land use, development and environmental matters.

362 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
363 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
364 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
365 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
366 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
367 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
368 MINERAL ESTATE, OIL, GAS OR WATER.

369 **8.7.2. SURFACE USE AGREEMENT.** THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
370 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
371 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
372 RECORDER.

373 **8.7.3. OIL AND GAS ACTIVITY.** OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
374 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
375 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
376 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

377 **8.7.4. ADDITIONAL INFORMATION.** BUYER IS ENCOURAGED TO SEEK ADDITIONAL
378 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
379 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
380 AND GAS CONSERVATION COMMISSION.

381 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
382 or not covered by the owner's title insurance policy.

383 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
384 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

385 **9. NEW ILC, NEW SURVEY.**

386 **9.1. New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate (New ILC)**
387 **New Survey** in the form of _____ is required and the following will apply:

388 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
389 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
390 date after the date of this Contract.

391 9.1.2. **Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or
392 before Closing, by: Seller Buyer or:
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396 9.1.3. **Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
397 of the opinion of title if an Abstract of Title), and _____ will receive a New ILC or New Survey on or before
398 **New ILC or New Survey Deadline.**

399 9.1.4. **Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
400 to all those who are to receive the New ILC or New Survey.

401 9.2. **Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
402 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
403 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
404 Seller incurring any cost for the same.

405 9.3. **New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey.** If
406 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
407 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

408 9.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

409 9.3.2. **New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
410 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

411 9.3.3. **New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
412 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
413 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC**
414 **or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey**
415 **Objection** before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline.**

416

DISCLOSURE, INSPECTION AND DUE DILIGENCE

417 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE**
418 **OF WATER.**

419 10.1. **Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
420 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
421 by Seller to Seller's actual knowledge, current as of the date of this Contract.

422 10.2. **Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
423 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
424 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

425 10.3. **Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
426 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
427 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
428 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
429 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
430 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
431 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
432 discretion, Buyer may, on or before **Inspection Objection Deadline**:

433 10.3.1. **Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

434 10.3.2. **Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
435 Buyer requires Seller to correct.

436 10.3.3. **Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
437 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
438 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the
439 Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline.**

440 10.4. **Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
441 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
442 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
443 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
444 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
445 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
446 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and

447 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
448 pursuant to an Inspection Resolution.

449 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
450 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
451 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

452 **10.6. Due Diligence.**

453 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
454 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**

455 **Documents Delivery Deadline:**

456 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
457 **10.6.1.2.** Property tax bills for the last _____ years;
458 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including
459 architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the
460 extent now available;

461 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
462 **10.6.1.5.** Operating statements for the past _____ years;
463 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
464 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
465 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

466 Seller and Becker Farms, LLC are parties to a Farm Lease Agreement attached hereto and incorporated by reference as Exhibit B. Seller shall, pursuant to Section 12.c.
467 of the Lease Agreement, provide Becker Farms, LLC with notice of termination of the Lease Agreement no later than thirty days prior to the Closing Date.

468 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
469 been completed and capital improvement work either scheduled or in process on the date of this Contract;

470 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been
471 made for the past _____ years;

472 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not
473 delivered earlier under § 8.3);

474 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
475 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
476 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
477 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

478 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of
479 the Property with said Act;

480 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
481 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
482 if any; and

483 **10.6.1.14.** Other documents and information:
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488 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
489 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
490 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

491 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

492 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
493 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

494 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received
495 by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
496 settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence**
497 **Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection
498 before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

499 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
500 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
501 the Property, in Buyer's sole subjective discretion.

502 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
503 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
504 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
505 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense

506 of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation
507 whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations
508 must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants'
509 business uses of the Property, if any.

510 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
511 **Environmental Inspection Objection Deadline** will be extended by _____ days (Extended Environmental Inspection Objection
512 Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date**
513 will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site
514 Assessment.

515 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
516 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended
517 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
518 subjective discretion.

519 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any
520 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

521 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
522 owned by Buyer and commonly known as _____ . Buyer has the Right to Terminate
523 under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such
524 property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's
525 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

526 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
527 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
528 for the Property there is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

529 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
530 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
531 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

532 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
533 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
534 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
535 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
536 withheld or delayed.

537 **11. TENANT ESTOPPEL STATEMENTS.**

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555 **CLOSING PROVISIONS**

556 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

557 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
558 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
559 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
560 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

561 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
562 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

563 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
564 this Contract.

565 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
566 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
567 Seller and Buyer in writing.

568 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
569 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

570 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the
571 other terms and provisions hereof, Seller must execute and deliver a good and sufficient Special Warranty deed
572 to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as
573 provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements
574 installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

575 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
576 accepted by Buyer in accordance with **Record Title**,

577 **13.2.** Distribution utility easements (including cable TV),

578 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
579 knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

580 **13.4.** Inclusion of the Property within any special taxing district, and

581 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
582 assessed prior to or after Closing, and

583 **13.6.** Other _____.

584 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the
585 proceeds of this transaction or from any other source.

586 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

587 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
588 to be paid at Closing, except as otherwise provided herein.

589 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
590 One-Half by Buyer and One-Half by Seller Other _____.

591 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
592 assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.
593 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
594 or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer
595 and One-Half by Seller.

596 **15.4. Local Transfer Tax.** The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
597 None Buyer Seller One-Half by Buyer and One-Half by Seller.

598 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
599 as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller
600 **One-Half by Buyer and One-Half by Seller.** The Private Transfer fee, whether one or more, is for the following association(s):
601 _____ in the total amount of _____% of the Purchase Price or \$ _____.

602 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
603 \$ _____ for:

604 Water Stock/Certificates Water District

605 Augmentation Membership Small Domestic Water Company _____

606 and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller

607 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
608 None Buyer Seller One-Half by Buyer and One-Half by Seller.

609 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

610 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
611 year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and
612 Most Recent Assessed Valuation, Other _____.

613 **16.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to
614 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of

615 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
616 assume Seller's obligations under such Leases.

617 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
618 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
619 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
620 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
621 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except
622 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
623 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
624 Assessments are currently payable at approximately \$ _____ per _____ and that there are no unpaid regular
625 or special assessments against the Property except the current regular assessments and _____. Such
626 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
627 deliver to Buyer before **Closing Date** a current Status Letter.

628 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

629 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

630 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
631 the Leases as set forth in § 10.6.1.7.

632
633 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
634 to Buyer for payment of \$^{100.00} _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
635 **Possession Time** until possession is delivered.

636

GENERAL PROVISIONS

637 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

638 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
639 Time (Standard or Daylight Savings as applicable).

640 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
641 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
642 federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a
643 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

644 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
645 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
646 condition existing as of the date of this Contract, ordinary wear and tear excepted.

647 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
648 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of
649 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
650 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under
651 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should
652 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
653 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
654 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
655 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the
656 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
657 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
658 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
659 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
660 insurance claim.

661 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
662 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
663 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
664 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
665 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
666 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
667 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
668 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
669 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the

670 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
671 may be purchased and may cover the repair or replacement of such Inclusions.

672 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
673 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
674 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
675 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
676 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
677 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

678 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
679 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

680 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
681 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
682 the growing crops.

683 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
684 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
685 of title and consultation with legal and tax or other counsel before signing this Contract.

686 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
687 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
688 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
689 party has the following remedies:

690 **21.1. If Buyer is in Default:**

691 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
692 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
693 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect
694 to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

695 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller
696 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
697 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
698 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
699 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
700 performance and additional damages.

701 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
702 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
703 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

704 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
705 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
706 reasonable costs and expenses, including attorney fees, legal fees and expenses.

707 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
708 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
709 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
710 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
711 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
712 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
713 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
714 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
715 This section will not alter any date in this Contract, unless otherwise agreed.

716 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
717 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
718 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
719 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
720 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
721 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
722 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
723 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is

724 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
725 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order
726 of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this
727 Contract.

728 **25. TERMINATION.**

729 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
730 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
731 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
732 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
733 satisfactory and waives the Right to Terminate under such provision.

734 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
735 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

736 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
737 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
738 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
739 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
740 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
741 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

742 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

743 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
744 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
745 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
746 Closing must be received by the party, not Broker or Brokerage Firm).

747 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
748 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
749 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
750 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

751 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
752 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
753 access the documents, or (3) facsimile at the Fax No. of the recipient.

754 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
755 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
756 located in Colorado.

757 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
758 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
759 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
760 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
761 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

762 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
763 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
764 **Insurance, Record Title and Off-Record Title, Current Survey Review and Property Disclosure, Inspection, Indemnity,**
765 **Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

766 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

767 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
768 Commission.)

769 Closing of this Agreement is expressly contingent on Buyer receiving approval from Weld County to subdivide the property into two lots, one for residential use,
770 and the other for agricultural use. In the event that Buyer has not received all necessary approvals from Weld County to accomplish subdivision within one
771 year of mutual execution of this Agreement, this Agreement shall automatically become null and void, and Buyer shall be entitled to a full return of Earnest
772 Money. Notwithstanding the foregoing, the parties may elect to extend this Agreement for an additional year in the event that the foregoing condition is not met,
773 however, shall not be required to do so. Any such extension shall require a written extension to be executed by both Buyer and Seller.

774 Date of Closing shall occur within ten (10) business days of Buyer receiving written approval from Weld County that the property can be subdivided as stated
775 above.

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31. ATTACHMENTS.

31.1. The following attachments are a part of this Contract:

31.2. The following disclosure forms are attached but are not a part of this Contract:

SIGNATURES

789
790

Buyer's Name: Roger Dechairo

Buyer's Name: _____

Roger R. Dechairo 4/14/16
Buyer's Signature Date

Buyer's Signature Date

Address: 601 GAIT CIR

Address: _____

Phone No.: FT. COLLINS, CO 80524

Phone No.: _____

Fax No.: 970-482-1862

Fax No.: _____

Email Address: 970-658-8046

Email Address: _____

dechairo@gwestoffice.net

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: City of Greeley

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

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32. COUNTER; REJECTION. This offer is Countered Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

795

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the

executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Seller's Agent Transaction-Broker in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker Does Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction.

This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

EXHIBIT A

Page 1 of 2

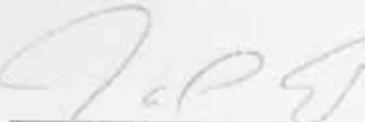
March 23, 2016

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S00°21'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7 A DISTANCE OF 149.22 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE N89°38'43"E A DISTANCE OF 156.42 FEET; THENCE S20°30'16"E A DISTANCE OF 483.81 FEET; THENCE S85°13'03"W A DISTANCE OF 324.05 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7; THENCE N00°21'17"W ALONG SAID WEST LINE A DISTANCE OF 479.21 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 112,936 SQUARE FEET OR 2.593 ACRES, MORE OR LESS.



John P. Ehrhart



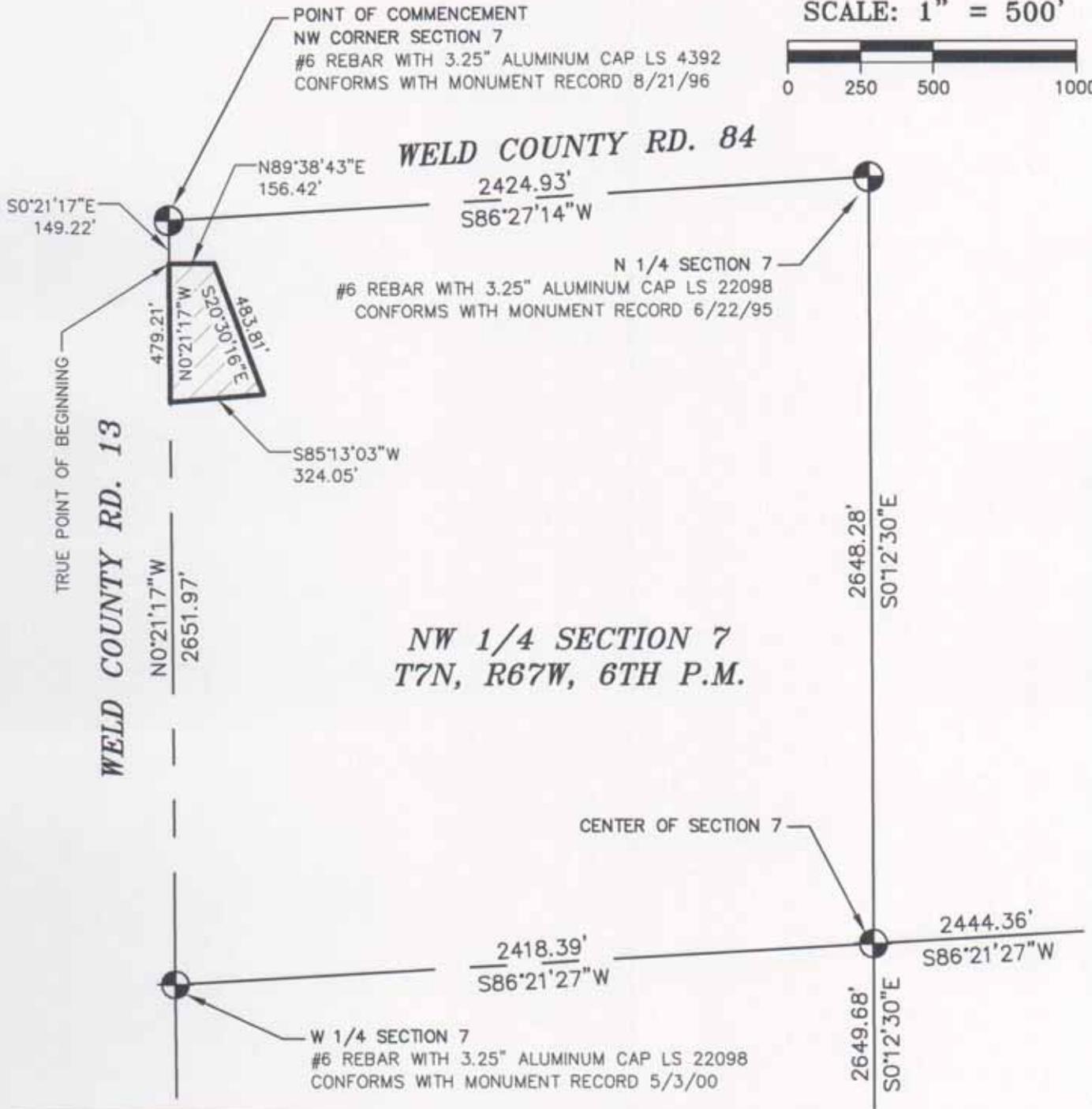
EXHIBIT A

PAGE 2 OF 2



NORTH

SCALE: 1" = 500'



P.O. Box 930 • Erie, Colorado 80516
 (303) 828-3340 • www.coloradols.com

LEGAL DESCRIPTION EXHIBIT
 SITUATED IN THE NW 1/4 OF SEC. 7,
 T7N, R67W OF THE 6TH P.M.
 WELD COUNTY, COLORADO

DATE: 3/23/16	SCALE: 1"=500'	JOB NO.: S165032	DRAWN: JPE	CHECKED: MMS
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FARM LEASE AGREEMENT

This FARM LEASE AGREEMENT ("Agreement") is entered this 25th day of March, 2013 between the CITY OF GREELEY, COLORADO, a Municipal Corporation, acting by and through its Water and Sewer Board, whose legal address is 1100 10th Street, Suite 300, Greeley, Colorado 80631 (the "Lessor") and BECKER FARMS, LLC., whose legal address is 401 Ridgewood Ct., Fort Collins, Colorado 80524 (the "Lessee").

RECITALS

WHEREAS, the Lessor owns agricultural property consisting of approximately 145 acres located at 40898 WCR 13, Fort Collins, Colorado 80524, as is more particularly described as follows (the "Property"):

The Northwest Quarter of Section 7, Township 7 North, Range 67 West, 6th P.M., Weld County, Colorado, excepting therefrom parcels conveyed by Deeds recorded March 7, 1907 in Book 250 at Page 49, and April 1, 1907 in Book 250 at Page 83;

AND WHEREAS, the Lessor desires to lease, under the terms of this Agreement, said Property to the Lessee for agricultural purposes:

THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

AGREEMENT

1. FARM LEASE. The Lessor does hereby lease to the Lessee the above-described Property for agricultural purposes, subject to the terms and conditions of this Agreement.
2. TERM OF LEASE. This annual lease of the Property shall begin on March 1, 2013 and end on December 31, 2013, unless so terminated pursuant to the terms of this Agreement. Thereafter, the lease shall be annually renewed for the following year's agricultural season (March 1st through December 31st) for a term of four subsequent years, unless written notice of the termination of this Agreement is given by the Lessee or the Lessor on or before February 1 of the then current year. The obligations of the Lessor hereunder are made expressly subject to the City of Greeley, Colorado Charter Section 17-4(c), a copy of which is attached hereto as Exhibit A.
3. ANNUAL LEASE AMOUNT. Each year that this Agreement is in effect, the Lessee shall pay to the Lessor an Annual Lease Amount for the use and occupancy of the Property equal to \$85.00 per acre for 145 acres, in the total amount of \$12,325.00. The Annual Lease Amount shall be payable in two installments. The first installment in the amount of \$6,162.50 shall be due March 31 of the then current agricultural season; and the second installment in the amount of \$6,162.50 shall be due December 15 of the then current agricultural season.

4. WATER RIGHTS.

a. The Lessor shall allow the Lessee, at no additional expense, to use water provided by the Water Supply and Storage Company ("Company"), pursuant to the Lessor's ownership of 3.0 shares of capital stock in the Company (evidenced by stock certificate nos. 6495 and 6496) (the "Water Rights") for the agricultural irrigation of the Property, subject to the terms and conditions of this Agreement.

b. The Lessor shall be responsible for any ditch and reservoir company assessments or other charges and expenses attributable to the Water Rights.

c. The Lessee shall have no right to any rebates or other payments from the Company for the lease of transmountain return flows associated with the Water Rights.

d. The Lessee agrees to use the Water Rights and the water delivered pursuant to this Agreement only for agricultural irrigation of the Property.

e. The Lessee shall not sublease or rent the Water Rights to others or allow others to use the Water Rights or water delivered pursuant to said Water Rights on lands or for uses other than those described in this Section 4.

f. The Lessee shall comply with all of the rules, regulations, and policies of the ditch or reservoir company that delivers the water pursuant to the Water Rights described herein.

g. The Lessor makes no warranties or guarantees of, or representations about, the amount of water that will be yielded or delivered pursuant to the Water Rights.

h. The Lessor shall not be liable for any failure of delivery of water pursuant to the Water Rights due to drought or other force of nature or failure of any ditch and/or reservoir delivery systems.

5. IMPROVEMENTS. This lease shall include the use of a garage and storage sheds, but shall specifically not include the use of the residence located on the Property.

6. CONDITION OF PROPERTY. Prior to signing this Agreement, the Lessee has inspected or caused to be inspected the Property and leases it in an "as is" condition. No additional representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to the condition of the Property. In no event shall the Lessor be liable for any defect in the Property or for any limitation on its use for farmland or pasture.

7. AUTHORIZED USE OF THE PROPERTY.

- a. The Lessee shall occupy and use the Property solely for agricultural purposes.
- b. The Lessee shall be responsible for the proper care of the Property consistent with sound agricultural practices.
- c. The Lessee shall apply all weed control chemicals and fertilizers in compliance with applicable federal, state, and local regulations.
- d. The Lessee shall irrigate the Property with the Water Rights and the water delivered pursuant to this Agreement.
- e. The Lessee shall furnish, at the Lessee's sole expense, all labor, machinery, fertilizer, weed spray, and other items needed for farming the Property.

8. LESSEE'S COVENANTS AND AGREEMENTS.

- a. The Lessee shall make any necessary repairs at the Lessee's expense to all existing perimeter fencing around the Property and shall be responsible for the maintenance of all fencing and gates on the Property throughout the lease term.
- b. The Lessee shall keep the Property clear of weeds.
- c. The Lessee shall not assign this Agreement nor sublet the Property or any part thereof, nor assign, pledge, or mortgage the Lessee's interest in this Agreement or any crops herein without the prior written consent of the Lessor, which consent shall be in the sole discretion of the Lessor.
- d. The Lessee shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the Lessor's prior written consent, which consent shall be in the sole discretion of the Lessor.
- e. The Lessee shall not erect, paint, or maintain any signs on the Property without securing the prior written consent of the Lessor, which consent shall be in the sole discretion of the Lessor.
- f. The Lessee shall not allow any noise, odors, fumes, or vibrations on the Property that would cause disruption of normal activities on adjacent properties.
- g. The Lessee shall not use or permit to be used any insecticide, pesticide, rodenticide, herbicide, or other chemical substance on the Property for weed, pest, or rodent control or fertilization which is prohibited by any federal, state or local statute, ordinance, resolution, rule or regulation.

h. The Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property or any crops grown thereon.

i. The Lessee agrees, covenants, and warrants to maintain the Property throughout the term of the Lease in as good repair and condition as at the commencement of this Agreement.

j. The Lessee agrees to deliver up and surrender to the Lessor possession of the Property at the expiration or termination of this Agreement.

9. INDEMNIFICATION.

a. The Lessee assumes the risk of loss or damage to any crops or improvements on the Property whether from windstorm, fire, earthquake, snow, water run-off, soil conditions, or any other causes whatsoever.

b. The Lessee releases and agrees to indemnify, defend and hold harmless the Lessor, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Lessee's operations under this Agreement.

c. Nothing in this Agreement shall be construed as a waiver by the Lessor of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the Lessor under common law or the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. HAZARDOUS WASTE.

a. The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by the Lessee, its agents, employees, contractors, or invitees without the prior written consent of the Lessor (which the Lessor shall not unreasonably withhold so long as the Lessee demonstrates to the Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to the Lessee's use of the Property for agricultural purposes and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material).

b. If the Lessee breaches the obligations stated herein, or if the presence of Hazardous Material on the Property caused or permitted by the Lessee results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which the Lessee is legally liable to the Lessor for damage resulting therefrom, then the Lessee shall indemnify, defend, and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the lease term as a result of such contamination. This indemnification of the Lessor by the Lessee includes,

without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

c. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by the Lessee results in any contamination of the Property, the Lessee shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that the Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.

d. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321; (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6903; (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601; or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991.

11. RESERVATIONS. The Lessor reserves its rights under this Agreement to (i) have its officers, employees, and representatives enter and inspect or protect the Property at any time; (ii) use any portion of the Property for public utilities and as ingress and egress for public use and rights of way; (iii) use, repair, install, replace, and maintain public utilities and rights-of-way on, over, or under the Property; and (iv) use any portion of the Property as a site for the application of digested biosolids.

12. TERMINATION.

a. The Lessee agrees to observe and perform the terms and conditions of this Agreement. If default is made by the Lessee in the payment of the Annual Lease Amount, or any part thereof, or if the Lessee shall fail to observe or perform any term or condition of this Agreement, then the Lessor, upon written notice to the Lessee, may in its sole discretion terminate this Agreement and re-enter and repossess the Property, with or without legal proceedings, using such force as may be necessary, and remove any property belonging to the Lessee without prejudice to any claim for rent or for the breach of covenants hereof. The Lessee agrees to indemnify and hold the Lessor harmless from and against any costs for the removal and storage of the Lessee's property incurred by the Lessor under the provisions of this section.

b. If the Lessor determines that the Lessee has created a public safety hazard, then the Lessor may immediately take action to secure the safe operation of the Property, including without limitation, terminating this Agreement and/or removing the Lessee and any of the Lessee's equipment or crops from the Property.

c. If Lessor enters into a contract to sell the Property, Lessor may terminate this Agreement upon 30 days written notice to Lessee. If such notice is received after February 1st, Lessor will reimburse Lessee for actual damages to growing crops, not to exceed the amount the Lessee would have received under any contract Lessee has to sell the crops that was in existence at the time of the demand, less any savings, such as seed, herbicide, fertilizer, pumping costs, etc. that are not incurred to produce the crops. In the absence of a contract to sell the crops, reimbursement for growing crops shall be based on historical production yield data and currently applicable Farm Service Agency prices for Larimer and Weld Counties less any savings.

d. If the Lessee, after the expiration or termination of this Agreement, shall remain in possession of the Property without a written agreement, the holding over shall be a tenancy from month-to-month at a monthly rental rate equivalent to one-twelfth of the Annual Lease Amount, payable in advance on the first day of each month. No payments of money by the Lessee after the expiration or termination of this Agreement shall reinstate, continue, or extend the terms of this Agreement.

13. INSURANCE REQUIREMENTS.

a. The Lessee shall purchase and maintain for the full period of this Agreement, including any additional extension periods, at the Lessee's sole expense, insurance policies providing coverage as follows:

i. Farm liability insurance, including coverage for bodily injury, property damage, contractual liability, and broad-form property damage and owner/contractor's protective coverage, with a minimum coverage of not less than \$1,000,000.00 or as approved by the City of Greeley Risk Manager; and

ii. Workers' compensation and employers' liability insurance, if applicable, which shall cover the obligations of the Lessee in accordance with the provisions of the Workers' Compensation Act of Colorado, as amended.

b. Before commencement of the lease term, the Lessee must present all applicable insurance policies, certificates of insurance, and endorsements, along with a signed copy of this Agreement, to the City of Greeley Risk Manager, and receive the Risk Manager's written approval as to the adequacy of such insurance coverage.

c. The insurance policies shall contain an endorsement naming the City of Greeley, Colorado, a municipal corporation, and its council members, officers, agents, employees, and volunteers as additional insured parties with respect to all activities the Lessee

may perform under this Agreement. Moreover, such endorsement shall include a notice provision requiring 30 days written notice to the Lessor before any cancellation.

d. Only insurance companies with authority to issue policies in the State of Colorado shall provide insurance coverage under this Agreement.

e. For the term of this Agreement, the Lessee shall not cancel, materially change, or fail to renew the insurance coverage, and the Lessee shall notify the City of Greeley's Risk Manager of any material reduction or exhaustion of aggregate policy limits. If the Lessee fails to purchase or maintain the insurance coverage stated in this Agreement, the Lessor shall have the right to procure such insurance coverage at the Lessee's expense.

f. Nothing in this Section 13 shall limit the extent of the Lessee's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from the Lessee's occupancy, use, or control of the Property or the Lessee's performance or nonperformance under this Agreement.

14. STATUS OF LESSEE. The Lessee shall act under this Agreement as an independent contractor and not as an employee, agent, or joint venturer of the Lessor. The Lessee's operations will not be supervised by any employee or official of the Lessor, nor will the Lessee exercise supervision over any employee or official of the Lessor. The Lessee shall not represent that Lessee is an employee, agent, or joint venturer of the Lessor. The Lessee shall supply all personnel, equipment, and materials at the Lessee's sole expense. The Lessee is not entitled to Workers' Compensation benefits from the Lessor, and is obligated to pay federal and state income tax on money earned pursuant to this Agreement.

15. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

b. No waiver or default by the Lessor of any of the terms, covenants, warranties, or conditions hereof to be performed, kept, or observed by the Lessee shall be construed as, or operate as, a waiver by the Lessor of any of the terms, covenants, warranties, or conditions herein contained, to be performed, kept, or observed by the Lessee.

c. The Lessee agrees that the Lessor shall be under no obligation to maintain the Property in a particular condition or for a particular use, and the Lessee waives all claims for damages of any kind or nature, whatsoever, resulting therefrom.

d. Article and section headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

e. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the language in question.

f. The Lessee shall perform all obligations under this Agreement in strict compliance with all applicable laws, rules, charters, ordinances and regulations, as now exist or are later enacted or amended, of the Lessor, and all county, state and federal entities having jurisdiction over the Property.

g. None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Lessor or the Lessee receiving services or benefits under this Agreement shall be only an incidental beneficiary.

h. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. No representations, warranties, or certifications, expressed or implied, shall exist as between the parties, except as specifically set forth in this Agreement. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

i. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

j. The Lessee acknowledges that this Agreement may be recorded with the clerk and recorder of the county in which the Property is located.

k. This Agreement shall extend to and be binding upon the heirs, successors, and permitted assigns of the parties.

16. NOTICE. Any notice or payment required by this Agreement shall be provided by U.S. mail or hand delivery to the Lessee or to the Lessor at the addresses set forth above, unless the party to receive such notice or payment provides to other party written notice of a change of the address listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date stated in the preamble.

LESSOR

CITY OF GREELEY, COLORADO
Municipal Corporation, acting by
through its Water and Sewer Board



By: Thomas E. Norton
Mayor

Christy A. Holder
City Clerk

LESSEE

Becker Farm LLC by
Robert L. Becker Jr

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing Farm Lease Agreement was acknowledged before me this 25th day of March, 2013, by Robert L. Becker Jr (Lessee).

Witness my hand and official seal.

My commission expires 02-01-2014.

Joan Sathe
Notary Public



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (RA33-9-12) (Mandatory 1-13)

3
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR
5 OTHER COUNSEL BEFORE SIGNING.
6

7
8 **RESIDENTIAL ADDENDUM**
9 **TO CONTRACT TO BUY AND SELL REAL ESTATE**

10 Date: April 13, 2016

11
12 1. **ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Residential Addendum (Addendum) is
13 made a part of the following contract that is checked:

14 **Contract to Buy and Sell Real Estate (Land)** between Seller and Buyer (Contract) dated April 13, 2016
15 relating to the sale of the Property, or;

16 **Contract to Buy and Sell Real Estate (Commercial)** between Seller and Buyer (Contract) dated _____
17 relating to the sale of the Property

18 known as 40898 County Road 13 Fort Collins CO 80524 (Property).
19 Street Address City State Zip

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21
22 This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of
23 the Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.
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25 2. **PURPOSE AND RESIDENTIAL PROVISIONS.**

26 2.1. **Purpose of Addendum.** The Property contains, in part, one or more residences but the Contract does not contain
27 required provisions that are set forth in this Addendum.

28 2.2. **Residential Provisions.** The Contract shall be amended by the addition of the check-marked provisions in this
29 Addendum.

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41 Intentionally Omitted
42 Residence being sold "AS IS"
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WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 15

TITLE: ACTION: APPROVE ACQUISITION OF POND
4 (HILT PARCEL) OVERLAND POND
STORAGE FACILITY

RECOMMENDATION: APPROVE ACQUISITION

ADDITIONAL INFORMATION:

Recommend to City of Greeley Water and Sewer Board acquisition of The Hilt Parcel which is the fourth (4th) in a series of five (5) parcels which have been mined by Martin Marietta for sand and gravel products and subsequently reclaimed as water storage.

The Purchase and sale Agreement ("Agreement") is by and among Kenneth C. Hilt and The City of Greeley, Colorado, a Colorado home rule municipal corporation, acting by and through its Water and Sewer Board, as to an undivided fifty percent (50%) interest; Fort Collins-Loveland Water District, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided twenty-one percent (21%) interest; North Weld County Water District, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided sixteen and five/tenths percent (16.5%) interest; and East Larimer County Water District, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided twelve and five/tenths percent (12.5%) interest (collectively, "Buyers"). The storage volume is estimated at 250 acre feet and final purchase price will be verified by survey. Final purchase price will be based on actual surveyed storage volume.

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE __X__

ITEM NUMBER: 16

TITLE: LEGAL REPORT

POSSIBLE ACTION: STATEMENTS OF OPPOSITION, IF ANY

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 17

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

- Weld County 1041 Update
- 2016 Tri-City Board Meeting and Dinner
- Fish and Wildlife Service Draft Recovery Plan for Preble's Meadow Jumping Mouse




2016 ANNUAL
Tri-City & Districts
WATER BOARD MEETING

MAY 19, 2016
6-9pm
EMBASSY SUITES - LOVELAND
 4705 Clydesdale Pkwy

WE INVITE YOU TO JOIN US AT THE...

2016 ANNUAL TRI-CITY DISTRICT
WATER BOARD MEETING

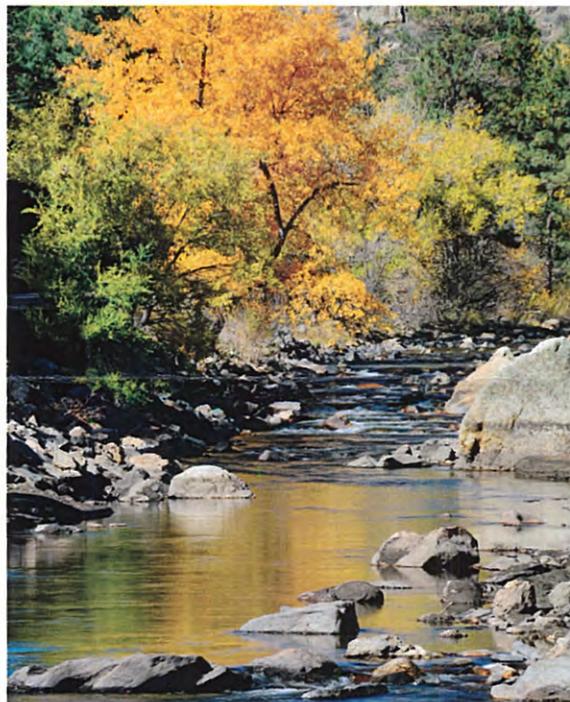
While we grow at this pace, how do we preserve what we love about our state?

LET'S EXPLORE THE ANSWERS OFFERED IN THE

COLORADO WATER PLAN

IMPLEMENTATION STARTS WITH US

6 PM	Meet & Greet Cash Bar
6:45 PM	Dinner Begins..... Buffet Style
7:30 PM	Introduction Gene Packer
7:45 PM	Board Updates Attending Boards
8 PM	Understanding Our Water-Users and the Exploration of the Colorado Water Plan Patty Limerick
8:45 PM	Closing Remarks..... Gene Packer
9 PM	Adjournment



collaboration | cooperation | community

Working together to create a vibrant and sustainable lifestyle.

RSVP BY MAY 5, 2016 TO ALLISON BOHLING

Allison.Bohling@cityofloveland.org | (970) 962-3567

WATER & SEWER BOARD AGENDA APRIL 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 18

TITLE: SUCH OTHER BUSINESS

RECOMMENDATION:

ADDITIONAL INFORMATION: