

City of Greeley
Water and Sewer Board
Minutes of June 15, 2016
Regular Board Meeting

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:02 p.m. on Wednesday, June 15, 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, Mayor Norton and City Manager Roy Otto

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, Senior Administrative Specialist Shannon Metcalf, and Administrative Specialist Angel Salazar

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: Community Development Director Brad Mueller and Planner III John Barnett

2. Approval of Minutes

Mr. Todd moved and Mr. Miller seconded to approve the April 20, 2016, Water and Sewer Board meeting minutes as presented. The motion carried 7-0.

Chairman Evans recognized Mr. Bob Ruyle's re-appointment to the Water and Sewer Board by City Council on June 6, 2016. Mayor Norton then presented Mr. Ruyle with a WD Farr bronzed statue thanking him for over 40 years of service.

3. Approval of and/or Additions to Agenda

There were no changes to the agenda.

4. Report: 2016 Annual Growth and Development Projection

Mr. Barnett explained that population increased by 2.5% in 2015 and there has been a steady reduction in unemployment. Available previously developed Single Family Detached (SFD) lots have decreased. This occurred while there has been a significant decline in oil field drilling.

Ms. Swanson joined the meeting at 2:12 p.m.

5. Report: 2015 Water Master Plan Review

Mr. Mueller and Mr. Barnett left the meeting at 2:26 p.m.

Mr. Knight explained that the Water Master Plan was created as a road map. The key policies of the plan state that growth pays its own way and the driving factors of the plan include growth, strengthening infrastructure, conservation, storage and raw water. He then presented the 2015 Master Plan Review.

Mr. Reckentine then introduced the Water Efficiency Tactical Team (WETT) program. This is a City Council work program and the purpose is that different departments work collaboratively to achieve the desired outcome. This multi-year work program includes work items all meant to conserve and/or efficiently use the current and future water supplies. The program includes efforts from other departments to promote a focused effort for water conservation, landscaping efficiency, and public relations and education.

Mrs. Runkle joined the meeting at 2:36 p.m.

6. Action: Approve the Water and Sewer 2017/2018 Operating Budget and 5 Year CIP and recommend the same to the City Manager

Mr. Dial discussed the proposed 2 year operating budget and 5 year CIP. A 1.8% growth rate was used for the model. Single Family Residential water use continue to decrease and is reflected in the 2017 rate model. The 2006 and 2008 water bonds were refunded and reflect an annual savings of approximately \$400,000. The residential water budget rate structure will be implemented in 2017. The 2017 water budget rates will vary over four tiers from \$3.97/1,000 gallons for within budget water use to \$8.82/1,000 gallons for unsustainable water usage. Commercial rates will increase approximately 4.5% and industrial rates will increase 1.0.

Chairman Evans noted that the historical successful approach was to have smaller, consistent rate increases over a long period of time as opposed to large spikes.

Mr. Dial indicated that sewer customers will see limited rate changes. Single Family Residential rates will not see a change but multi-family and some commercial

customers will see a slight increase. Industrial rate changes vary from 0% to 4.0%.

The revenue projections for water and sewer plant investment fees is expected to decrease because of slightly lower growth projections.

System wide, the average residential water and sewer monthly bill will increase by \$0.55 however, residential customers who stay within their water budget will see their average monthly bill decrease approximately \$2.80 because of the change from the uniform rate structure to the water budget rate structure.

Staff's proposed operating budget has no new positions or programs. The primary drivers in the capital budget continue to be the rehabilitation efforts at the water treatment plants and the Windy Gap FIRMING Project.

A motion was made by Mr. Ruyle, seconded by Mr. Miller, that the Board approve the Water and Sewer 2017/2018 Operating Budget and 5 Year CIP and recommend the same to the City Manager. The motion carried 7-0.

7. Action: Approve Farm Lease – Double J Farms & Feeding, Inc.

Mr. Reckentine explained that the City of Greeley owns agricultural property consisting of approximately 280 acres and owns 2.50 shares of capital stock in the Water Supply and Storage Company. Greeley desires to lease the water rights, irrigation wells and land to Double J Farms and Feeding, Inc. The owner will then lease back the water.

A motion was made by Vice Chairman Todd, seconded by Mr. Murphy to authorize the Farm Lease Agreement and delegate authority to the Director of Water and Sewer, or his designee, to execute documents related to the transfer and augmentation of the wells located on the land. The motion carried 7-0.

8. Executive Session:

There was no Executive Session.

9. Legal Report:

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

- United Water and Sanitation District (2016CW3059): Application for conditional water storage rights and appropriative rights of exchange, and for approval of plan for augmentation, involving Milliken (aka Gilcrest) Reservoir, Jay Thomas Ditch, and shares of Western Mutual Ditch

Company. 50 cfs exchange right claim overlaps with a portion of Greeley's Poudre-S. Platte-Big Thompson River exchange rights.

A motion was made by Vice Chairman Todd, seconded by Mr. Miller to authorize the filing of a statement of opposition in Case No. 2016CW3059, 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 Brinks Trust condemnation case. The case is set for a 6-day valuation trial before a commission of three Larimer County landowners beginning November 7, 2016.

10. Director's Report

- **Water Board Tour, July 22nd – Tour Locations**
Mr. Knight asked the board what specific locations they would like to see included in the 2016 Summer Board Tour. It was determined that the tour would include recent construction work completed at the Water Pollution Control Facility, the Boyd Water Treatment plant, the Bellvue Pipeline and drive the north long range expected growth boundary.
- **Weld County URS**
Mr. Knight updated the board that the second reading of the Weld County revised URS was approved.

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 3:29 p.m.

Harold Evans, Chairman

Shannon Metcalf, Senior Administrative Assistant

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 4

TITLE: ACTION: APPROVE CASH-IN-LIEU

RECOMMENDATION: APPROVE CASH-IN-LIEU POLICY AS
RECOMMDED

ADDITIONAL INFORMATION:

Please see the attached memorandum for details.



MEMORANDUM

To: Water and Sewer Board

From: Danielle Snyder, Water Resources Analyst

Date: July 12, 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 April, May, and June 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 July Board Meeting to set the City’s cash in-lieu rate.

BACKGROUND:

In the month of **April 2016**, the NCWCD Board reviewed 9 applications for change of water allotment contracts, totaling 101 units. Transfers to cities, towns and rural domestic water providers totaled 98 units, of which 98 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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April 2016

Little Thompson Water District	4	\$26,000.00	\$104,000.00	
North Weld County Water District	3	\$25,500.00	\$76,500.00	
Little Thompson Water District	6	\$25,500.00	\$153,000.00	
Fort Collins Loveland Water District	16	\$25,000.00	\$400,000.00	
North Weld County Water District	30	\$25,500.00	\$765,000.00	
North Weld County Water District	30	\$25,500.00	\$765,000.00	
Riverside Irrigation District	9	\$25,000.00	\$225,000.00	
April Totals	98		\$2,488,500.00	\$25,392.86

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 **May 2016**, the NCWCD Board reviewed 8 applications for change of water allotment contracts, totaling 157 units. Transfers to cities, towns and rural domestic water providers totaled 152 units, of which 152 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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May 2016

Fort Collins Loveland Water District	2	\$25,000.00	\$50,000.00	
North Weld County Water District	90	\$25,500.00	\$2,295,000.00	
Town of Windsor	32	\$26,815.00	\$858,080.00	
Town of Eaton	18	\$26,700.00	\$480,600.00	
North Weld County Water District	10	\$26,000.00	\$260,000.00	
May Totals	152		\$3,943,680.00	\$25,945.26

In the month of **June 2016**, the NCWCD Board reviewed 7 applications for change of water allotment contracts, totaling 120 units. Transfers to cities, towns and rural domestic water providers totaled 42 units, of which 42 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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June 2016

Little Thompson Water District	6	\$26,500.00	\$159,000.00	
Fort Collins-Loveland Water District	2	\$25,000.00	\$50,000.00	
City and County of Broomfield	26	\$26,000.00	\$676,000.00	
Fort Collins-Loveland Water District	8	\$25,000.00	\$200,000.00	
June Totals	42		\$1,085,000.00	\$25,833.33

Over the 36 month period from **July 2013 through June 2016**, the Northern Colorado Water Conservancy District (NCWCD) Board reviewed 229 applications for change of water allotment contracts, totaling 5,685 units. Transfers to cities, towns and rural domestic water providers totaled 3,021 units, of which 3,005 units were purchased.

RECOMMENDATIONS:

Cash-in-lieu is currently set at \$31,000 per acre-foot. The total average cost over the 36 month period from July 2013 through June 2016 was \$23,935 per unit or the equivalent of \$32,000 per acre-foot. Staff recommends setting cash-in-lieu at \$32,000 per acre-foot.

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WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 5

TITLE: REPORT: WATER SUPPLY UPDATE

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Please see the attached memorandum for details.



MEMORANDUM

TO: Burt Knight, Water and Sewer Director
FROM: John Thornhill, Water Resources Operations Manager
DATE: July 12, 2016
RE: July 2016 Water Supply Update

ISSUE

In accordance with the Drought Emergency Plan, staff is to report the water supply status to the Greeley Water and Sewer Board (“Board”) in April, July and November of each year. The Water Resources Division uses three metrics to evaluate drought protection, associated hydrologic conditions, and to establish targets for storage. The three metrics used are “target storage level”, “safe storage level”, and “design drought” as defined below:

Safe Storage Level: A volume of stored water that is equal to six months of Greeley’s base treated water demand. This equates to approximately 25% of Greeley’s annual treated water demand. The average base treated demand for the last 20 years is 6,500 acre-feet/year (Figure 1).

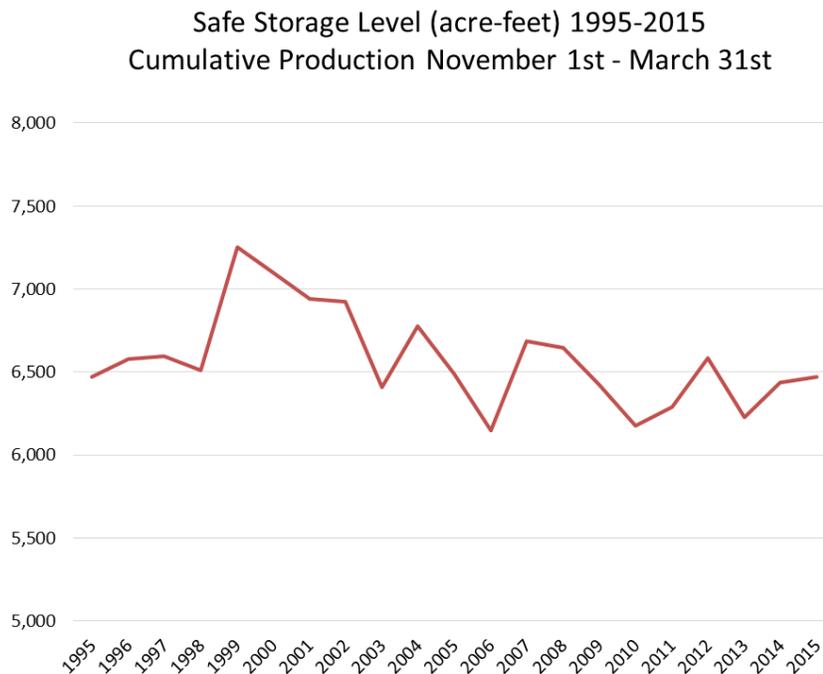


Figure 1

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.

Target Storage Level: the minimum initial storage level required to maintain a *safe storage level* throughout the design drought.

Design Drought: the 50-year critical drought represented by six consecutive years of below average runoff on both the Big Thompson and Cache la Poudre rivers. This drought can be defined as the average of the worst droughts that would occur in any 50-year time period. The recurrence interval has been estimated at 130 years.

Previous modeling analysis has shown that the **target storage level** needed to provide adequate drought protection (**safe storage level**) for the citizens of Greeley is approximately 20,000 acre-feet. When the target storage level is met, Board can declare an “adequate water year” with normal watering restrictions. As base use demands increase in the future, periodic reevaluation of the target storage level will be needed to ensure the safe storage level can be met in the event of extreme drought.

The Greeley System Storage Analysis excel application is used for the testing of the target storage level criteria. The model performs an annual water balance to arrive at a forecasted April 1st carryover storage based on existing supplies and demands for the current year. The **design drought** modeled yields are then utilized to extend the forecast to six years to arrive at the projected **safe storage level**. The storage analysis model only includes standard operational practices and does not take into account other plans (additional drought restrictions, etc.) that may be available to Greeley.

BACKGROUND

Water Year 2016 continued to experience strong El Nino conditions throughout the first half of the year. Thru July 8th, cumulative precipitation in Greeley was 130% of the historic average. The Colorado SWSI¹ report for June showed the South Platte Basin at above normal supply levels (1.9). Although reservoir storage in the basin is lower than last year’s value (3.9), storage in the basin has been above average for 32 months in a row now. With the end of El Nino conditions last month and a La Nina watch issued, temperature predictions for Northern Colorado are expected to be above average while precipitation has an equal chance of above or below average according to the National Weather Service Climate Prediction Center.

The High Mountain Reservoir (HMR) system has yielded over 6,300 acre-feet of supply with the majority of that being rented out to agriculture. The Greeley Loveland System (GLIC) has yielded over 21,000 acre-feet through July 8th. Northern water currently has no plans to pump Windy Gap supplies this year so Greeley will have to use Colorado Big Thompson (C-BT) supplies as collateral for any Windy Gap demands. Staff is anticipating approximately 1,000 acre-feet will be used for collateral windy gap demands.

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.

Through July 13th, staff has rented approximately 15,500 acre-feet of water to agriculture. With forecasted temperatures expected to be above average and storage levels dropping, staff has ceased water rentals at this time.

The Greeley System Storage Analysis table shows the April 2016 storage level will be approximately 23,700 acre-feet. This is after collateralizing 1,000 acre-feet due to potential Windy Gap spills in the Northern system. In accordance with GLIC carryover policy, water carried over from 2015 was spilled (11,179 acre-feet) in order to accept 2016 stock water.

RECOMMENDATION

Projected storage remains above the 20,000 acre-feet target storage level; therefore the Adequate Water Year conditions declared in April 2015 still remain valid.

Greeley System Storage Analysis

2016 Water Supply Update

**C-BT=70% HMR*= 6,300 AF
 Yields GL/LL/7L = 28/40/10**

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	19,897	26,289	(15,381)	(1,000)
WINDY GAP	0	900	900	(3,413)	1,000
POUDRE SYSTEM	9,336	15,623	24,959	(15,199)	0
GLIC SYSTEM	11,179	21,594	32,773	(12,171)	(11,179)
TOTAL	26,908	58,014	84,922	(46,164)	(11,179)

Balance 27,579

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)	7,247	0	7,247	(725)	6,522
WINDY GAP	0	0	0	0	0
POUDRE SYSTEM	8,247	0	8,247	(1,789)	6,458
GLIC SYSTEM	12,084	0	12,084	(1,329)	10,755
TOTAL	27,579	0	27,579	(3,843)	23,735
Target Storage Volume:					20,000

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 6

TITLE: APPROVE ACQUISITION DANIELSON FARM
AND 3 SHARES WATER SUPPLY AND
STORAGE COMPANY

RECOMMENDATION: APPROVE ACQUISITION DANIELSON FARM
AND 3 SHARES WATER SUPPLY AND
STORAGE COMPANY

ADDITIONAL INFORMATION:

Purchase and Sale Agreement ("Agreement") between Danielson Inc., (Sellers) and the City of Greeley, Colorado (City). The Sellers are the owners of a parcel of real property containing approximately three hundred thirty two and forty five hundredths (332.45±) acres of land, located in Weld County Colorado and of three shares of the Water Supply & Storage Company ("WSSC"). The total purchase price for the Property shall be an amount equal to Three Million Nine Hundred and Twenty Five Thousand Dollars (\$3,925,000.00). If the Property's valuation is less than the Total Purchase Price, then the Buyer has the sole option and election to terminate this Agreement prior to the expiration of the Governmental Approval Period. If the Property's valuation is greater than the Total Purchase Price, Buyer agrees to increase the Purchase Price accordingly.

PURCHASE AND SALE AGREEMENT
(Danielson, Inc.)

THIS PURCHASE AND SALE AGREEMENT ("this Agreement") is made and entered into as of the "Effective Date" (defined below), by and between DANIELSON, INC., a Colorado corporation ("Seller"), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation ("Buyer" or "Greeley").

RECITALS

A. The Seller is the owner of three parcels of real property containing approximately three hundred thirteen (313) acres of land (the acreage is approximate and is not guaranteed by Seller), located in Weld County Colorado, which is legally described on Exhibit "A", attached hereto and incorporated herein by reference ("Land").

B. The Seller is also the owner of three shares of the Water Supply & Storage Company ("WSSC"), represented by Stock Certificate No. 6184 for ½ share and by Stock Certificate No. 6185 for 2 ½ shares of stock in WSSC ("WSSC Water Rights"), the water attributable to which the Seller has used to irrigate a portion of the Land.

C. The parties desire to set forth the terms and conditions pursuant to which the Seller shall sell and the Buyer shall purchase the Land and the WSSC Water Rights, together with all other appurtenant property rights and water rights associated therewith, as more fully provided hereinafter.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the Seller and the Buyer hereby agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Land" shall mean and refer to the real property referenced in Recital 1 above and legally described on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 "Effective Date" as used hereunder shall mean and refer to the date upon which the Seller and Greeley's Water and Sewer Director have both signed this Agreement. The date of execution of the supplemental signature pages required under section 16.17 herein shall not be used in calculating the Effective Date, but the Agreement shall become final and effective only as provided under section 16.17 below.

ARTICLE 2
SALE OF PROPERTY

The Seller agrees to sell, and the Buyer agrees to buy, on the terms and conditions set forth in this Agreement, the "Property" (defined below). Except as provided in Section 2.7 below, the Property shall include, and the Seller shall convey to the Buyer at "Closing" (defined below), the following:

2.1 Land. The Land, together with all rights, title and interest of the Seller in and to all reversions, remainders, easements, rights of way, appurtenances, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land or the "Improvements" (defined below) located thereon.

2.2 Improvements. All existing improvements, structures, and fixtures placed, constructed, installed or located on the Land; all fences, gates, plants, trees, landscaping and other appurtenances, if any, upon, over or under the Land; and all furnishings (including, but not limited to, storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys), appliances, equipment, machinery and other items of personal property (including, but not limited to, two [2] center-pivot irrigation sprinkler systems and all associated pumps, motors, pipes, and fuel injection systems), if any, upon, over or under the Land (collectively, "Improvements").

The Land and the Improvements are sometimes hereinafter jointly referred to as the "Real Estate."

2.3 Water Rights. The water rights and related interests to be conveyed hereunder include the following:

A. Any North Weld County Water District Taps associated with the Real Property. The Seller has disclosed to the Buyer that the two (2) residential dwellings located on the Land are served by a single North Weld County Water District Tap.

B. The WSSC Water Rights, described in Recital B above, as represented by WSSC Stock Certificate No. 6184 for ½ share and WSSC Stock Certificate No. 6185 for 2 ½ shares of stock in WSSC, and the water and water rights, ditches and ditch rights, reservoirs and reservoir rights, easements, and any other assets and interests represented by the WSSC Water Rights.

C. All rights, title, and interest of the Seller in and to any and all other water, water rights, ditches, ditch rights, wells, well rights, well permits, reservoirs and reservoir rights, and related rights and interests that are appurtenant to, or used on or in connection with, the Real Estate, whether tributary, nontributary or not nontributary, including particularly, but not by way of limitation, all rights, title, and interest in and to the water and water rights, irrigation wells,

well rights, and well permits identified by Well Permit # 11472-F. The water rights covered by this provision shall also include all rights, title, and interest of the Seller in and to any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection with the Land. All of the foregoing water rights and related interests to be transferred to the Buyer shall be hereinafter referred to as the "Transferable Water Rights."

2.4 Permits, Licenses, Etc. All rights, title and interest of the Seller, without warranty of any type, in and to all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the "Transferable Water Rights" and the Real Property.

2.5 Other Rights. Any and all other rights, privileges and appurtenances owned by the Seller, without warranty of any type, which relate to or are used in connection with the Transferable Water Rights and the Real Property to the extent that they are assignable.

2.6 Lebsack Lease. All rights, title, and interest of the Seller in and to the existing verbal farm lease in which Leland Lebsack is the tenant (the "Lebsack Lease"). The Lebsack Lease will terminate at the end of the 2016 growing season. The annual cash rent payable by Leland Lebsack is Thirty-Two Thousand Five Hundred Dollars (\$32,500.00), with the landlord providing the water rights and the landlord being responsible for major maintenance to the center-pivot sprinklers. The tenant is responsible for minor maintenance of the sprinklers. The annual rent shall be prorated between the Seller and the Buyer based on a calendar year.

2.7 Exclusions. The Property does not include, and the Seller expressly excepts and reserves, the following:

A. All rights, title, and interest of the Seller in and to all oil and gas mineral rights located in, on, or under the surface of the Property (the "Reserved Mineral Rights"). The Reserved Mineral Rights do not include, and the Seller shall convey to Buyer at Closing, all rights, title and interest of the Seller in and to all sand, rock, gravel, coal, phosphate, uranium, precious metals, and all other minerals located in, on, under the Property that requires mining.

B. All items of personal property owned by Seller and used in the business of farming and caring for livestock, including the following: John Deere Loader tractor, all tractors, trucks, machinery, tools, fuel tanks, trash dumpsters, gated pipe, irrigation tubes, portable dams, portable stock tanks, fencing material, squeeze chutes, scrap iron, and other similar items (other than the two [2] center-pivot irrigation sprinkler systems described in Section 2.2).

C. All appliances, furnishings, and other items of personal property owned by the "Barber Family" (defined hereinafter). One of the residential dwellings located on the Property is currently occupied by Kenneth Barber and his family (the "Barber Family"). The Seller shall cause the Barber Family to vacate the Property prior to Closing.

D. Any personal property and equipment owned by Leland Lebsack.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price for the Property shall be the sum of Three Million Nine Hundred Twenty-Five Thousand Dollars (\$3,925,000.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

3.2 Deposit and Release of Deposit. Within fifteen (15) days following the Effective Date, the Buyer shall cause the amount of Twenty-Five Thousand Dollars (\$25,000.00) ("Deposit") to be deposited with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado (title officer: Heidi Crue; closer: Donna Manci) ("Title Company"). The Deposit shall be held by the Title Company in a federally insured account, to be credited toward the Purchase Price. The Deposit shall be refundable to the Buyer at any time prior to the expiration of the "Inspection Period" (defined below) if the Buyer is not satisfied with the Property and shall be subject to return to the Buyer upon termination of this Agreement by the Buyer pursuant to Section 3.5, Section 4.4, Article 5, Section 6.1, Section 11.3 and Article 12 below. Except as set forth in the preceding sentence, the Deposit shall be non-refundable to the Buyer.

3.3 Interest. Unless otherwise agreed to by the Seller and the Buyer, the Title Company shall not be required to hold the Deposit in an interest-bearing account.

3.4 Closing. The Purchase Price (i) minus the Deposit; (ii) plus any other amounts required to be paid by the Buyer at Closing; and (iii) plus or minus any prorations or credits, shall be paid at Closing by wire transfer of immediately available funds.

3.5 Appraisal. Within ten (10) days after the Effective Date, the Buyer shall request an appraisal of the Property to confirm that the Property's valuation is equal to or greater than the Purchase Price. The cost of the appraisal shall be paid for by the Buyer. If the Property's valuation is less than the Purchase Price, then the Buyer has the sole option and election to terminate this Agreement. Upon termination of this Agreement by the Buyer pursuant to this Section 3.5, and except as otherwise provided herein, the Deposit shall be returned to the Buyer and neither the Seller nor the Buyer shall have any further obligation or liability to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

ARTICLE 4
TITLE

4.1 Title Commitment. Within the time periods set forth below, the Seller shall provide to the Buyer for its review the following:

A. Within ten (10) days after the Effective Date, a commitment for an owner's policy of title insurance ("Title Commitment"), issued by the Title Company covering the Land and indicating the Title Company's willingness to issue to the Buyer at Closing the "Title Policy" (defined below) in the amount of the Purchase Price, with such Title Commitment

setting forth the status of title to the Land and showing all liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the Land.

B. Within ten (10) days after the Effective Date, copies of all recorded documents referred to in the Title Commitment as exceptions to title to the Land ("Title Documents").

C. Within ten (10) days after the Effective Date, the lead-based paint disclosure attached hereto as Exhibit "B" and incorporated herein by reference.

D. Within thirty (30) days after the Effective Date, to the extent the same are in the Seller's possession, copies of all (i) governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Property; (ii) well permits relating to the exposure of groundwater to evaporation and/or consumption, together with any "substitute water supply plans" describing methods used to replace evaporative and consumptive groundwater losses; (iii) documents that relate to the title, use, quantity, quality and condition of the Transferable Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, the Seller's actual Stock Certificates for the WSSC Water Rights, records regarding electrical use and crop and livestock production, and any records provided to or maintained by WSSC concerning the WSSC Water Rights, including without limitation share certificate records, delivery records, and assessment records (or, in the alternative, the Seller shall exercise reasonable diligence to obtain for the Buyer the right to inspect and copy such WSSC records); (iv) material and current contracts or other agreements relating to the operation, maintenance or leasing of the Property or any portion thereof; and (v) other material agreements affecting the Property which are not included in the Title Documents provided by the Title Company.

4.2 ALTA/ACSM Land Title Survey. Not less than fifteen (15) days prior to the expiration of the Inspection Period, Buyer shall have prepared a final ALTA/ACSM Land Title Survey of the Real Estate ("Survey") containing the Minimum Standard Detail Requirements required by the Title Company to delete preprinted standard Title Exceptions 1 through 5 in the Title Commitment, which Survey shall be certified to the Seller, Buyer, and the Title Company. Promptly after receipt thereof, Buyer shall provide two copies of the Survey to the Seller's attorney, Timothy W. Hasler, at 125 South Howes, Sixth Floor, Fort Collins, Colorado 80521.

4.3 Condition of Title. Title to the Property shall be delivered to the Buyer and the Buyer agrees to accept such title free and clear of all liens and encumbrances subject only to each of the following ("Permitted Exceptions"):

A. All covenants, easements, agreements, restrictions, and other recorded documents set forth in the Title Commitment, except for mortgages, mechanic's liens and other financial encumbrances which shall be discharged by the Seller at Closing.

B. General property taxes for the year of Closing, provided that such taxes shall be prorated to the "Closing Date" (defined below).

C. The Lebsack Lease.

D. Any state of facts as may be shown on the Survey.

E. Any matters created by or through the Buyer.

4.4 Vesting of Title. At Closing, the Seller shall convey fee simple title to the Property to Buyer by Special Warranty Deeds for the Real Estate and the Transferable Water Rights, respectively, along with the other documents listed in Section 6.3 below, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions. As aforesaid, the Property does not include, and the Special Warranty Deed for the Real Estate shall except and reserve to the Seller, the Reserved Mineral Rights. If the Seller or the Title Company gives the Buyer notice of a title exception that is not a Permitted Exception and that arose subsequent to the execution hereof, or was not disclosed in the Title Commitment, then the Buyer shall disapprove of such exceptions, if at all, by giving written notice of objection to the Seller within fifteen (15) days after receiving notice from the Seller or the Title Company. Any such exception not objected to in writing within such fifteen (15) day period shall be deemed an additional Permitted Exception. The Seller may elect (but shall not be obligated) to remove, or cause to be removed, at its expense, any such disapproved exceptions (collectively, "Disapproved Matters") or, with the Buyer's approval, the Seller may elect (but shall not be obligated) to obtain title insurance insuring against the effect of the Disapproved Matters. The Seller shall notify the Buyer in writing within seven (7) days after receipt of the Buyer's notice of Disapproved Matters if the Seller elects to remove or obtain insurance for such matters. If the Seller fails or is unable to remove or (with approval of the Buyer) cause the Title Company to endorse over any such Disapproved Matters prior to Closing, or if the Seller elects not to remove one (1) or more Disapproved Matters, or if the Buyer does not approve endorsing over such matter, the Buyer may, upon seven (7) days' prior written notice to the Seller, elect to terminate this Agreement. Upon termination of this Agreement and except as otherwise provided herein, the Deposit shall be returned to the Buyer and neither the Seller nor the Buyer shall have any further obligation or liability to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

4.5 Title Insurance. As soon as practicable at or after Closing, the Title Company shall issue to the Buyer an ALTA owner's form of title insurance policy, insuring that fee simple title to the Real Estate is vested in the Buyer subject to the Permitted Exceptions ("Title Policy"). The Buyer shall be entitled to request that the Title Company delete preprinted standard Title Exceptions 1 through 5 from the Title Policy, the cost thereof to be paid for by the Seller, and any other endorsements to the Title Policy as the Buyer may reasonably require, provided that such other endorsements shall be at the Buyer's sole cost and expense and at no cost or additional liability to the Seller and that Closing shall not be delayed as a result of the Buyer's request.

ARTICLE 5
INSPECTION PERIOD

5.1 Inspection Period. During the period which commences upon the Effective Date and continues until and including 4:00 p.m., Mountain Time, on the date which is ninety (90) days after the Effective Date ("Inspection Period"), the Buyer and its authorized agents, representatives and consultants shall be entitled to enter upon the Real Estate at all reasonable times to inspect the Real Property for the purpose of making surveys, soils tests, permeability tests, test borings, engineering tests, environmental audits and tests, feasibility studies and any other inspections, investigations or analyses the Buyer deems necessary or appropriate in connection with its intended acquisition, use and development of the Property. The Buyer shall bear the costs of all such inspections and tests. The Seller agrees to reasonably cooperate with any such inspections, investigations and surveys or studies made by or at the Buyer's direction so long as such cooperation is at no material expense to the Seller.

5.2 Inspection. The Buyer and its authorized agents, representatives and consultants (i) shall not unreasonably interfere with the operation and maintenance of the Real Property; (ii) shall comply with any reasonable requirements imposed upon Buyer in connection with such inspection; (iii) shall not injure or otherwise cause bodily harm to the Seller, its agents, contractors or employees; (iv) shall promptly pay when due the costs of all tests, investigations and examinations done with regard to the Real Property; (v) shall not permit any liens to attach to the Real Estate by reason of the exercise of its rights hereunder; and (vi) shall restore the Real Estate as nearly as practicable to substantially the same condition in which the Real Estate was found before any such investigations or tests were undertaken. Notwithstanding any provision of this Agreement to the contrary, no termination of this Agreement shall terminate the Buyer's obligations pursuant to this Article 5.

5.3 Termination due to Inspection. If during the Inspection Period the Buyer shall, for any reason, in the Buyer's sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Property or its investigations relating thereto, the Buyer shall be entitled to terminate this Agreement by giving written notice to the Seller on or before the expiration of the Inspection Period. Upon termination of this Agreement prior to the expiration of the Inspection Period and except as otherwise provided herein, the Deposit shall be returned to the Buyer and neither the Seller nor the Buyer shall have any further obligation or liability to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

If written notice of termination is not given by the Buyer to the Seller prior to the expiration of the Inspection Period, the Deposit shall not be refunded to the Buyer if, for any reason other than as a result of a default by the Seller or pursuant to Section 3.5, Section 4.4, Section 6.1, Section 11.3 or Article 12, the Closing of this transaction does not occur. The Title Company shall be authorized to release the Deposit to the Seller after the expiration of the Inspection Period.

5.4 Continuing Inspections. Following the Inspection Period, the Buyer shall continue to be authorized to enter upon the Real Property at all reasonable times and subject to the terms and conditions of Section 5.2.

ARTICLE 6
CLOSING CONTINGENCIES; CLOSING

6.1 Closing Contingencies. The obligation of the Buyer to purchase the Property is subject to satisfaction of the following contingencies, either or both of which may be waived by the Buyer at its option:

A. Governing Body Approval. The approval of the Greeley Water and Sewer Board ("Board") and the appropriation of funds for the purchase of the Property within thirty (30) days following the expiration of the Inspection Period ("Governmental Approval Period"). In the event that the Board has not ratified and approved this Agreement and appropriated funds for the purchase of the Property by the Buyer prior to the expiration of the Governmental Approval Period, then, in such event, upon written notice by the Buyer to the Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to the Buyer and neither party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

B. Appraisal. The Property valuation being equal to or greater than the Purchase Price. In the event that the Property is appraised for less than the Purchase Price, and the difference between the valuation of the Property and the Purchase Price is not approved and this contingency is not waived by the Board before the expiration of the Governmental Approval Period, then, in such event, upon written notice by the Buyer to the Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to the Buyer and neither party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

6.2 Closing. The closing of this transaction ("Closing" or "Closing Date") shall occur at 1:30 p.m. at the Law Offices of Hasler, Fonfara and Goddard LLP, 125 South Howes, Sixth Floor, Fort Collins, Colorado, on the first business day which is at least thirty (30) days after the expiration of the Governmental Approval Period, or at such other reasonable time, date or location as the parties may mutually agree. A representative of the Title Company shall attend the Closing and shall provide closing and settlement services.

6.3 Transactions at Closing. On the Closing Date:

A. The Seller shall deliver or cause to be delivered to the Buyer the following documents duly executed and acknowledged where appropriate:

(1) A Special Warranty Deed conveying title to the Real Estate free and clear of all liens and encumbrances and subject only to the applicable Permitted Exceptions, in the form attached hereto as Exhibit C.

(2) An assignment, without warranty of any type, of the Seller's right, title and interest in and to all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Real Estate.

(3) A Special Warranty Deed conveying title to the Transferable Water Rights free and clear of all liens and encumbrances, in the form attached hereto as Exhibit D.

(4) Original WSSC Stock Certificate No. 6184 for ½ share and original WSSC Stock Certificate No. 6185 for 2 ½ shares, to be executed in a form and manner acceptable to WSSC at or before Closing by the Seller and Seller's mortgagee and public trustee to effect an assignment of the WSSC Water Rights to the Buyer.

(5) An assignment, without warranty of any type, of all other rights, privileges and appurtenances owned by the Seller which relate to or are used in connection with the Property to the extent that they are assignable.

(6) A certificate of non-foreign status to confirm that the Buyer is not required to withhold part of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, together with any certificates required pursuant to Colorado law.

(7) A mechanic's lien affidavit in favor of the Title Company in a form sufficient for the Title Company to delete preprinted standard Title Exceptions 1 through 5.

(8) An assignment of the Lebsack Lease.

(9) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

B. The Buyer shall deliver to the Seller the following:

(1) The Purchase Price, subject to credits and adjustments as herein provided, and such additional sums as are necessary to pay the Buyer's share of closing costs, prorations and any fees as more particularly set forth herein.

(2) Documentation in such form as may be satisfactory to the Seller and the Title Company, evidencing the Buyer's full authority and capacity to purchase the Property.

(3) A mechanic's lien affidavit in favor of the Title Company in a form reasonably acceptable to the Buyer.

(4) A Real Property Transfer Declaration as required by Colorado law.

(5) An assignment of the Lebsack Lease.

(6) Such additional documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

ARTICLE 7
PRORATIONS; CLOSING COSTS

7.1 Prorations. All real estate taxes attributable to the Real Estate for the calendar year in which the Closing occurs shall be prorated at the Closing on the basis of the most recent mill levy for the Real Estate and the current assessed value for the Real Estate, unless the actual real estate taxes for the current year are known on the Closing Date. Annual assessments on the WSSC Water Rights shall be prorated in accordance with local practice. Any special assessments against the Real Estate shall be paid in full by the Seller at the time of Closing. Prorations of taxes and assessments at Closing shall be a final settlement.

7.2 Closing Costs. The Buyer shall pay for the cost of recording of all of the deeds, all title insurance endorsements (excluding the cost for deletion of preprinted standard Title Exceptions 1 through 5), and one-half (1/2) of the Title Company closing fee. The Buyer shall also pay the transfer fees for the WSSC Water Rights. The Seller shall pay the basic premium for the Title Policy, the cost for deletion of preprinted standard Title Exceptions 1 through 5 and one-half (1/2) of the Title Company closing fee. Each party shall pay its own attorneys' fees.

7.3 Utilities. Utilities, if any, serving the Real Property shall be prorated between the parties to the Closing Date.

ARTICLE 8
GENERAL REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warrants to the Buyer as follows:

8.1 Encumbrances. From the Effective Date until the Closing, and except for the Permitted Exceptions, the Seller shall not encumber the Property or any interest in any way nor grant any property or contract right relating to the Property or any other interests without the prior written consent of the Buyer.

8.2 Compliance with Governmental Regulations. To the best of the Seller's current actual knowledge, there are no orders or directives of any city, county, state or federal authority, for repairs, maintenance work or improvements to be performed on the Real Estate. The Seller has received no written notice from any municipal, state or other statutory authority relating to defects in any improvements, or non-compliance with any building code or restriction, applicable to the Property that has not been corrected, or any written notice of or impending expropriation or condemnation of the Property.

8.3 Litigation. To the best of Seller's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Property or other interests related thereto.

8.4 Contracts, Leases and Agreements. From the Effective Date until the Closing, unless accepted by the Buyer in writing, the Seller shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Property or the performance of services on or relating to the Property by which the Buyer would be obligated or liable to any third party.

8.5 Status. The Seller has all requisite legal power and authority to own and convey the Property and other interests and perform all of the terms of this Agreement.

8.6 Compliance with Law. To the best of the Seller's current actual knowledge, the Seller has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Property, and the Seller has no current actual knowledge of any proposed order, judgment, decree, governmental taking or other proceeding applicable to the Seller which might adversely affect the Property.

8.7 Zoning. The Seller has not requested, applied for, or given its consent to, and to the best of the Seller's current actual knowledge, there are no pending requests for, zoning variances or changes with respect to the Real Estate or its zoning.

8.8. Duty to Disclose. Until Closing, the Seller shall disclose to the Buyer in writing any conditions or events that arise or occur subsequent to the Effective Date that become known to the Seller and which contradict or modify any representation or warranty of the Seller set forth herein. In the event prior to Closing the Buyer obtains knowledge contrary to the Seller's representations and warranties, the Buyer shall promptly notify the Seller of the same. The Buyer's sole remedies in the event of a breach of any representation or warranty by the Seller known to the Buyer before the Closing shall be to either terminate this Agreement and receive a refund of the Deposit or to proceed with the Closing, in which case the Seller shall have no liability for such breach. In further clarification, the Buyer shall not have the right to make a claim against the Seller under any representation or warranty of the Seller to the extent that, prior to Closing, the Buyer became aware that the representation or warranty was not accurate and the Buyer elected to complete the Closing. At Closing, the Seller shall certify to the Buyer in writing that all representations and warranties of Seller as set forth in this Article 8 are true and correct as of the Closing Date except as amended or modified by facts or circumstances discovered by the Seller subsequent to the Effective Date and disclosed to the Buyer as provided herein. Except as otherwise provided herein, the Seller's representations and warranties in this Article 8 shall survive the Closing for a period of one year after the Closing Date.

ARTICLE 9 COVENANTS

The parties acknowledge and agree that changes of water rights and/or other water rights adjudications may be necessary to allow the Buyer use of the Transferable Water Rights for municipal and other uses. Unless this Agreement is terminated pursuant to the provisions herein, the Seller agrees that it shall not oppose, but shall cooperate with the Buyer in all reasonable respects, in any actions filed in Water Court or administrative or other proceedings for approval

of Buyer's use of the Transferable Water Rights. The Seller's obligations pursuant to this Article 9 shall survive the Closing.

ARTICLE 10
ENVIRONMENTAL CONDITIONS

10.1 Definitions. For purposes of this Article 10, the following terms shall have the following meanings:

A. "Environment" means any water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

B. "Environmental Laws" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local government agencies and authorities with respect thereto.

C. "Environmental Permits" means all permits, licenses, approvals, authorizations, consents or registrations required by any Environmental Laws in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance or the sale, transfer or conveyance of the Land.

D. "Hazardous Substance" means, without limitation, any toxic, corrosive or flammable materials, explosives, radon, radioactive materials (including naturally occurring radioactive materials ["NORM"] that have been concentrated by industrial or commercial processes), asbestos, urea formaldehyde foam insulation, oil, gas and other petroleum products, polychlorinated biphenyls, methane, pollutants, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, including those defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.) ("CERCLA"), the Clean Water Act, as amended (33 U.S.C. Section 1251 to 1387), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and any other applicable Environmental Law and regulations adopted thereunder.

E. "Release" has the meaning given to that term in CERCLA and the regulations promulgated thereunder.

10.2 Environmental Representations and Warranties of Seller. The Seller represents and warrants to the Buyer, to the Seller's knowledge, as follows:

A. Other than fertilizers and pesticides used in connection with the use of the Property as a farm, the Land is not being and has not been used for the storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum-based products.

B. No underground storage tanks for Hazardous Substances are, were, or will be located on, in or under the Land at any time prior to the Closing Date.

C. The soil, subsoil, bedrock, surface water and groundwater of the Land are free of any Hazardous Substances.

D. Other than minor incidental spills of hydraulic or petroleum products from farm equipment or aboveground storage tanks, there has been no Release nor is there the threat of a Release of any Hazardous Substances on, at or from the Land, or any facilities located thereon, and the Seller has not received any form of notice or inquiry from any federal, state or local government agency or authority, any operator, tenant, subtenant, licensee or occupant of the Land or any other person with regard to a Release or the threat of a Release of any Hazardous Substances on, at or from the Land, or any facilities located thereon.

E. All required Environmental Permits have been obtained and are in full force and effect.

F. No event has occurred with respect to the Property which, with the passage of time, would constitute a violation of any currently applicable Environmental Law or non-compliance with any Environmental Permit.

G. There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Property which require any change in the present condition of the Land or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Property.

H. There are no pending actions, suits, claims or proceedings which could cause the incurrence of expenses or costs or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release on, at or from the Land or any facilities located thereon or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Land or the ownership, use, operation, sale, transfer or conveyance thereof.

I. Seller has not received notice that any treatment, storage or disposal facility, or any other place to which Hazardous Substances generated from the Land by the Seller

or its agent were transported, delivered or came to be located (i) has been, or is now the subject of any Release or threatened Release; (ii) has been, or is now, subject to any threatened or pending federal, state or local investigation relating to compliance with any Environmental Law; or (iii) has been, or is now, subject to any threatened or pending enforcement or remedial action.

J. There are no studies or surveys indicating the presence on the Land of any species listed as endangered or threatened pursuant to Section 4 of the Endangered Species Act (16 U.S.C. Section 1533).

10.3 Covenants. During its period of ownership of the Land, the Seller covenants and agrees to and with the Buyer as follows:

A. The Seller shall keep the Land free of all Hazardous Substances and shall not cause or permit the Land or any part thereof to be used for the management, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substances.

B. The Seller shall comply with all applicable Environmental Laws and shall obtain and comply with all Environmental Permits.

C. The Seller shall not cause or permit any change to be made in the present or intended use of the Land which would (i) involve the management, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substances or the use of the Land as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum-based products, (ii) violate any applicable Environmental Law (iii) constitute non-compliance with any Environmental Permit or (iv) increase the risk of a Release.

D. The Seller shall promptly provide the Buyer with a copy of all written notifications given or received by Seller with respect to any past or present Release or the threat of a Release on, at or from the Land or any facilities located thereon.

E. The Seller shall at all times allow the Buyer and its officers, employees, agents, representatives, contractors and subcontractors, upon reasonable notice and at reasonable times, access to the Land for the purpose of ascertaining site conditions, including, but not limited to, subsurface conditions.

10.4 Survival of Environmental Representations, Warranties, and Covenants. The Seller's environmental warranties, representations, and covenants under this Article 10 shall survive the Closing for a period of two years after the Closing Date.

10.5 Intentionally Deleted.

10.6 Seller's Knowledge. Any representations or warranties made "to Seller's knowledge," "Seller's actual knowledge," or similar term shall not be deemed to imply any duty of inquiry. For purposes of this Agreement, the term Seller's "knowledge" shall mean and refer

only to the actual knowledge of Michael W. Danielson or any other officer or director of the Seller, but shall not be construed to impose upon Michael W. Danielson or any such officer or director any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon Michael W. Danielson or other officer or director any individual personal liability, except for any liabilities related to the non-disclosure of such knowledge.

ARTICLE 11
CONDITIONS TO CLOSING; REMEDIES

11.1 Seller's Conditions. The obligation of the Seller to sell and convey the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by the Seller):

A. Delivery and execution by the Buyer of all monies, items, and other instruments required to be delivered by the Buyer to the Seller.

B. All of the actions by the Buyer contemplated by this Agreement shall have been completed.

C. There shall be no uncured default by the Buyer of any of its obligations under this Agreement.

11.2 Buyer's Conditions. The obligation of the Buyer to acquire the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by the Buyer):

A. APPROVAL OF THIS AGREEMENT BY THE CITY OF GREELEY WATER AND SEWER BOARD.

B. Delivery and execution by the Seller of all items and other instruments required to be delivered by the Seller to the Buyer.

C. All of the actions by the Seller contemplated by this Agreement shall have been taken.

D. There shall be no uncured default by the Seller of any of its obligations under this Agreement.

E. The Seller's covenants, warranties and representations made by the Seller as specifically set forth herein shall be true and correct as of the Closing Date and shall not be deemed waived in the event the Buyer elects to close pursuant to Section 11.3.A.(3) below.

11.3 Failure of Condition.

A. Except as set forth in subparagraph B below, in the event of a failure of any condition contained in Section 11.2, the Buyer may in its sole discretion:

(1) Terminate this Agreement by notice to the Seller, in which event: (a) all funds deposited by the Buyer under this Agreement shall be immediately returned to the Buyer; and (b) all documents deposited by the Buyer or delivered to the Seller by the Buyer shall be immediately returned to the Buyer, and all documents deposited by the Seller or delivered to the Buyer by the Seller shall be immediately returned to the Seller; or

(2) The Buyer may waive by written notice to the Seller such default or condition and close the transaction; or

(3) If the failure of condition consists of a default by the Seller which can be cured by action within the reasonable control of the Seller, the Buyer may elect to treat this Agreement as being in full force and effect and the Buyer shall have the right to specific performance or damages, or both.

B. In the event of a failure of any condition contained in Section 11.1 above, the Seller may in its sole discretion:

(1) Terminate this Agreement by notice to the Buyer, in which event the Seller shall retain the Deposit as liquidated damages the funds described in Article 13 below and all documents deposited by the Buyer or delivered to the Seller by the Buyer shall be immediately returned to the Buyer, and all documents deposited by the Seller or delivered to the Buyer by the Seller shall be immediately returned to the Seller; or

(2) The Seller may waive by written notice to the Buyer such default or condition and close the transaction.

ARTICLE 12 CONDEMNATION

If prior to Closing all or a "Material Part" (defined below) of the Real Property is subject to a proposed taking by any public authority, the Seller shall promptly notify the Buyer of such proposed taking and the Buyer may terminate this Agreement by notice to the Seller within fifteen (15) days after written notice thereof. Upon termination of this Agreement and except as otherwise provided herein, the Deposit shall be returned to the Buyer and neither the Seller nor the Buyer shall have any further obligation or liability to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement. If the Buyer does not so terminate this Agreement, the Buyer shall accept title to the Real Property subject to the taking without a reduction in the Purchase Price and shall receive at Closing an assignment of all of the Seller's rights to any condemnation award and the Buyer shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. A "Material Part" of the Real Property for purposes of this Article 12 shall mean a portion that would have a material adverse effect on the Buyer's use of the Property as determined by the Buyer in its good faith judgment.

ARTICLE 13
LIQUIDATED DAMAGES

If the Buyer defaults in any of its obligations under this Agreement, the Seller's exclusive remedy shall be to terminate this Agreement and retain the amount of the Deposit described in Sections 3.2 and 3.3 ("Specified Sum"), as liquidated damages. THE SELLER AND THE BUYER ACKNOWLEDGE THAT THE SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE SPECIFIED SUM IS A REASONABLE ESTIMATE OF THE SELLER'S DAMAGES.

ARTICLE 14
BROKERAGE

The Seller and the Buyer hereby warrant to each other that there are no real estate agents or other brokers or finders involved in this transaction who are entitled to receive a brokerage or finder's fee. The Seller agrees to indemnify the Buyer and hold the Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by the Buyer by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any third party claiming by, through or under the Seller, excluding, however, any party claiming through the Buyer, its successors or assigns. This obligation shall survive the Closing of this transaction.

ARTICLE 15
NOTICES

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

If to the Seller:

Danielson, Inc.
Attention: Michael W. Danielson, President
14651 WCR 80
Eaton, CO 80615
Telephone: (970) 576-0928
Facsimile: N/A
E-mail: mdanielson@slbbi.com

With a copy to:

Hasler, Fonfara and Goddard LLP
Attention: Timothy W. Hasler
125 South Howes, 6th Floor
Fort Collins, CO 80521
Telephone: (970) 493-5070
Facsimile: (970) 493-9703
E-mail: timh@hfglawfirm.com

If to the Buyer:

City of Greeley
Attention: Director, Water and Sewer
1100 10th Street, 3rd Floor
Greeley, CO 80631
Telephone: (970) 350-9812
Facsimile: (970) 350-9805
E-mail: eric.reckentine@greeleygov.com

With a copy to:

City of Greeley
Attention: City Attorney
1100 10th Street, Ste. 401
Greeley, CO 80631
Telephone: (970) 350-9757
Facsimile: (970) 350-9763
E-mail: Jerrae.Swanson@Greeleygov.com

ARTICLE 16
MISCELLANEOUS

16.1 No Waiver of Governmental Immunity/No Third Party Beneficiary. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities the Buyer or its officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.

16.2 Seller 1031 Exchange. At the request of the Seller, the Buyer shall cooperate with the Seller in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. A material part of the consideration to the Seller is the Buyer's promise of

cooperation. The Buyer shall not be required to incur any additional liability or expense in connection with the Seller's tax-deferred exchange transaction nor shall the Buyer be required to accept title to any real property other than the Property described hereinabove.

16.3 Time. Time is of the essence as to each provision of this Agreement and the performance of each party's obligations hereunder.

16.4 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or to enforce any indemnity, the prevailing party shall be awarded its attorneys' fees and expenses, in addition to any other relief granted. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. This provision shall survive the termination of this Agreement.

16.5 No Waiver. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.

16.6 Entire Agreement. This Agreement contains the entire agreement among the parties regarding the Property and supersedes all prior agreements, whether written or oral, among the parties regarding the same subject. This Agreement may only be modified by mutual written agreement duly authorized and executed by the parties.

16.7 Survival of Representations and Warranties. Except as otherwise provided in Articles 8 and 10, all representations, obligations, liabilities, warranties, covenants, agreements and monetary obligations of the Seller and the Buyer as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof. All warranties of title set forth in any deed or assignment delivered or made hereunder shall survive without limit.

16.8 Successors. Subject to Section 16.9, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.9 Assignment. The Seller and the Buyer shall have the right to assign all or any part of their interests in this Agreement and the Property as they shall determine without the prior written consent of the other party, provided that no such assignment shall relieve either of the parties from its respective obligations hereunder if such obligations are not properly discharged by the assignee of such party. In the event either of the parties shall elect to exercise its right of assignment as set forth in this Section 16.9, such party shall give not less than ten (10) days' prior written notice to the other party of such assignment and, without releasing the assignor from its liabilities hereunder, the assignee shall agree to assume and discharge any then remaining duties and obligations under this Agreement.

16.10 Relationship of the Parties. The parties acknowledge that neither party is an agent for the other party, and that neither party shall or can bind or enter into agreements for the other party.

16.11 Governing Law and Construction. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado. The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

16.12 Possession. The Seller shall deliver to the Buyer possession of the Property on the Closing Date, subject to the Permitted Exceptions (including the Lebsack Lease).

16.13 Review by Counsel. The parties acknowledge that each party and its legal counsel have reviewed and approved this Agreement.

16.14 Calendar Days. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall automatically be extended to the next business day which is not a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day.

16.15 Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both the Seller and the Buyer.

16.16 Acceptance. Upon execution and delivery of this Agreement by the Seller or the Buyer, this Agreement shall constitute an offer to purchase the Property on the terms and conditions set forth herein. The foregoing notwithstanding, any party may revoke its execution and delivery at any time prior to the execution and delivery by the other party(ies), by delivering oral or written notice (which need not conform with the requirements of Article 15 hereof) of such revocation to the other party(ies).

16.17. Supplemental Greeley Signatures Required. As provided in section 1.2 above, the signatures of the Seller and Greeley's Water and Sewer Director will trigger the "Effective Date" hereunder and allow the Buyer to make the Deposit and begin inspection of the Property. However, the effectiveness of this Agreement and the obligations of the Buyer hereunder are expressly contingent upon the formal approval of the Agreement by the City of Greeley Water and Sewer Board at its July 2016 monthly meeting. The supplemental signature page herein must be duly executed to confirm such approval. In the event that the Water and Sewer Board does not approve this Agreement, the Deposit shall be returned in full to the Buyer, and neither the Seller nor the Buyer shall have any further obligations or liability to the other hereunder, except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set opposite their respective signatures below.

SELLER: DANIELSON, INC., a Colorado corporation

Date: 6/28/16


By: Michael W. Danielson, President

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

Date: 6/30/16


By: Burt Knight, Director of Water and Sewer

THE FOLLOWING SUPPLEMENTAL SIGNATURES PAGES SHALL BE EXECUTED BY THE BUYER AFTER APPROVAL BY THE CITY OF GREELEY WATER AND SEWER BOARD PURSUANT TO PARAGRAPH 16.17 ABOVE.

BUYER'S SUPPLEMENTAL SIGNATURE PAGE

BUYER: THE CITY OF GREELEY,
COLORADO, a Colorado home rule
municipal corporation

Date: _____

By _____
Chairman of the Water & Sewer Board

APPROVED AS TO SUBSTANCE:

APPROVED AS TO LEGAL FORM:

By _____
City Manager

By _____
City Attorney

AVAILABILITY OF FUNDS:

By _____
Director of Finance

EXHIBIT A
to
PURCHASE AND SALE AGREEMENT
(Danielson, Inc.)

The Land shall include the real property legally described as follows:

- Balmer Farm: Lot B of Recorded Exemption 582, recorded April 27, 1983, in Book 0994, Reception No. 01924815, Weld County Records, being a part of the East Half (E1/2) of Section Four (4), Township Seven (7) North, Range Sixty-Six (66) West of the 6th P.M., Weld County, Colorado.
- McWilliams Farm: Lot D of Recorded Exemption No. 0707-16-04 RECX15-0084, recorded October 21, 2015, at Reception No. 4151984, Weld County Records, being a part of the Southeast Quarter of Section 16, Township 7 North, Range 66 West of the 6th Principal Meridian, Weld County, State of Colorado.
- Henry Farm: A tract of land located in the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Seven (7) North, Range Sixty-Six (66) West of the 6th P.M., being more particularly described as follows: COMMENCING at the East Quarter Corner (E1/4Cor) of Section 16, and considering the East line of said Section 16 as bearing North 00°09'27" West, with all other bearings contained herein relative thereto; thence North 00°09'27" West along said East section line, 402.90 feet to the true point of beginning; thence North 61°31'43" West, 655.95 feet; thence North 89°59'31" West, 269.82 feet; thence South 87°15'43" West 1785.40 feet, thence South 00°25'17" East, 662.15 feet, thence South 89°18'24" West, 34.10 feet; thence North 00°04'44" West, 1327.06 feet; thence North 89°18'24" East, 2658.50 feet to a point on the East line of said Section 16; thence South 00°09'27" East along said East section line, 924.14 feet to the true point of beginning.

EXHIBIT B
to
PURCHASE AND SALE AGREEMENT
(Danielson, Inc.)

Lead-Based Paint Disclosure Form
[see following two pages]

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

- (a) Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
- Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - Seller has knowledge of any lead-based paint and/or lead-based paint hazards present in the housing (explain):

- (c) Records and reports available to Seller (check one box below):
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - Obtain a risk assessment or an inspection of the Property for the 'presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the Contract to Buy and Sell Real Estate; or
 - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Date: June, 2016

Date: June, 2016

DANIELSON, INC., a Colorado corporation

THE CITY OF GREELEY, COLORADO,
a Colorado home rule municipal corporation

By _____
Seller Michael W. Danielson, President

By _____
Buyer Chairman of the Water & Sewer Board

N/A
Real Estate Licensee (Listing)

N/A
Real Estate Licensee (Selling)

Exhibit C

To Danielson/Greeley Purchase and Sale Agreement

SPECIAL WARRANTY DEED FOR LAND

(Statutory Form, C.R.S. § 38-30-115)

DANIELSON, INC., a Colorado corporation (“Grantor”), the mailing address of which is 14651 WCR 80, Eaton, Colorado 80615, for Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to **THE CITY OF GREELEY, COLORADO**, a Colorado home rule municipal corporation (“Grantee”), the mailing address of which is 1100 10th Street, Suite 401, Greeley, Colorado 80631, the following real property in Weld County, Colorado (the “Property”), to wit:

as set forth on Exhibit A attached hereto and incorporated herein by this reference

with all its appurtenances and warrants title to the same against all persons claiming under Grantor, subject to all matters set forth on Exhibit B attached hereto and incorporated herein by this reference, **EXCEPTING AND RESERVING**, however, unto Grantor and its successors and assigns, forever, all oil and gas mineral rights located in, on, or under the surface of the Property (the “Reserved Mineral Rights”). The Reserved Mineral Rights shall not include sand, rock, gravel, coal, phosphate, uranium, precious metals, and all other minerals located in, on, and under the Property that require mining.

Signed this ____ day of _____, 2016.

GRANTOR:

DANIELSON, INC., a Colorado corporation

By: _____
Michael W. Danielson, President

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Exhibit A
to Special Warranty Deed for Land

Legal Description of the Property

[To Be Taken From Title Commitment]

TOGETHER WITH all rights, title, and interest of Grantor in and to all sand, rock, gravel, coal, phosphate, uranium, precious metals, and all other minerals located in, on, and under the above-described property that require mining.

Exhibit B
to Special Warranty Deed for Land

Title Exceptions

1. Taxes and assessments for the year of closing and subsequent years, a lien, but not yet due or payable.
2. [See Title Commitment for others]

Exhibit D

To Danielson/Greeley Purchase and Sale Agreement

**SPECIAL WARRANTY DEED FOR
AND ASSIGNMENT OF WATER RIGHTS**

DANIELSON, INC., a Colorado corporation (“Grantor”), the mailing address of which is 14651 WCR 80, Eaton, Colorado 80615, for Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells, assigns and conveys to **THE CITY OF GREELEY, COLORADO**, a Colorado home rule municipal corporation (“Grantee”), the mailing address of which is 1100 10th Street, Suite 401, Greeley, Colorado 80631, the following water rights and related rights and interests in Weld County, Colorado, to wit:

Three (3) shares of stock in The Water Supply and Storage Company, represented by Stock Certificate No. 6184 (for one-half [1/2] share) and Stock Certificate No. 6185 (for two and one-half [2 1/2] shares), together with all rights, title, and interest in and to the water rights, structures and all other interests represented thereby; and

With respect to the real estate described on Exhibit “A” attached hereto and incorporated herein by reference located in Weld County, Colorado (the “Real Estate”), all rights, title, and interest of Grantor in and to any and all other water, water rights, ditches, ditch rights, wells, well rights, well permits, reservoirs and reservoir rights, and related rights and interests that are appurtenant to, or used on or in connection with, the Real Estate, whether tributary, nontributary, or not nontributary, [subject to all matters shown on Exhibit “B” attached hereto,] including particularly, but not by way of limitation, all rights, title, and interest of Grantor in and to the water and water rights, wells and well rights, and well permits identified by Well Permit #11472-F,

with all other appurtenances and warrants title to the same against all persons claiming under Grantor.

GRANTOR:

DANIELSON, INC., a Colorado corporation

By: _____
Michael W. Danielson, President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael W. Danielson, as President of **DANIELSON, INC.**, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A
to Special Warranty Deed for and Assignment of Water Rights

Legal Description of the Real Estate

[To Be Taken From Title Commitment]

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 7

TITLE: ACTION: APPROVE ACQUISITION OF
MOUNTAIN AND PLAINS PREFERRED
RIGHTS

RECOMMENDATION:

ADDITIONAL INFORMATION:

Recommend to the City of Greeley Water and Sewer Board the approval of an agreement for the purchase and sale between North Weld Water District (North Weld) and the City of Greeley. North Weld is the owner of five Preferred Water Rights from the Gilmore Reservoir, represented by Preferred Water Right Certificate No. 136 (“MPIC Preferred Rights”). The total Purchase Price for the MPIC Preferred Rights is \$60,000.00.

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE _____

NO ENCLOSURE _ X _

ITEM NUMBER: 8

TITLE: REPORT: CITY CENTER DEVELOPMENT

RECOMMENDATION:

ADDITIONAL INFORMATION:

The City of Greeley is working to consolidate office locations into a single facility. The City Center is being addressed as a two phase project. The Water & Sewer Department will be included in the new building. A brief presentation will give an overview of the project and discuss plans to include the Water & Sewer Department in Phase 1.

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 9

TITLE: REPORT: 2016 WORK PROGRAM REGIONAL
UTILITY COLLABORATION

RECOMMENDATION:

ADDITIONAL INFORMATION:

A brief presentation will be made on the Water & Sewer Department 2016 Work Program task, Regional Utility Collaboration which includes Outside Service Agreements.

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 10

TITLE: EXECUTIVE SESSION

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE _____

NO ENCLOSURE __X__

ITEM NUMBER: 11

TITLE: LEGAL REPORT

POSSIBLE ACTION: STATEMENTS OF OPPOSITION, IF ANY

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 12

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

- Western Water Symposium & Barbeque on Monday, July 25th at CSU. The deadline to RSVP is Wednesday, July 20th.

WATER & SEWER BOARD AGENDA JULY 20, 2016

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 13

TITLE: SUCH OTHER BUSINESS THAT MAY BE
 BROUGHT BEFORE THE BOARD AND
 ADDED TO THIS AGENDA BY MOTION OF
 THE BOARD

RECOMMENDATION: TO BE DETERMINED

ADDITIONAL INFORMATION: