

RUDOLPH FARMS METROPOLITAN DISTRICT NOS. 1-6

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
<https://www.rudolphfarmsmds.com/>

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Wednesday, July 31, 2024

TIME: 6:00 p.m.

LOCATION: Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTczMmM1N2UtMDYyMS00YTUwLTgyODEtOWU4ZGNINWFiMGM2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

To attend via telephone, dial 720-547-5281 and enter Conference ID: 750 894 642#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Rudy Byler	President	May, 2025
Michael Kleinman	Secretary/Treasurer	May, 2025
VACANT	_____	May, 2027
VACANT	_____	May, 2027
VACANT	_____	May, 2025

Note: For ease and presentation, the Rudolph Farms Metropolitan District Nos. 1 through 6 (each a “District,” and collectively, the “Districts”) will be meeting at the same time and considering the agenda below. However, each Board of Directors of the Districts (“Board”) will consider agenda items separately and take separate actions. If an agenda item is to be considered by a single District, it will be so noted on the agenda.

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Discuss vacancies on the Board and consider approval of publication of notices of vacancies.
- E. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item(s) will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. **Districts 1-6:** Review and consider approval of minutes from the April 8, 2024, special board meeting (enclosures).
- B. **District 6 Only:** Ratify approval of request for extension to file 2023 Audit (enclosure).

III. FINANCIAL MATTERS

- A. Discuss status of funding of outstanding invoices.
- B. Discuss District operations funding

IV. LEGAL MATTERS:

District 6 Only:

- A. Consider Approval of Ditch Realignment Agreement (including Ditch Easement Agreement) with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado (enclosure).
- B. Consider Approval of Ditch Maintenance Agreement with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado (enclosure).
- C. Consider Approval of Agreement to Allow Discharge of Historical Drainage into the Lake Canal Ditch with the Lake Canal Company of Colorado and PNE Prospect Road Holdings, LLC (enclosure).
- D. Consider Approval of Agreement and Covenant to Allow Discharge of Stormwater into the Cache La Poudre Inlet Canal with PNE Prospect Road Holdings, LLC and Cache La Poudre Reservoir Company.
- E. Consider Approval of Crossing and Maintenance Agreement with PNE Prospect Road Holdings, LLC and Cache La Poudre Reservoir Company.
- F. Consider Approval of Lake Canal Development Coordination Agreement with PNE Prospect Road Holdings, LLC (enclosure).

- G. Consider approval of Authorization Notice No. 3 for Integrated Project Delivery Agreement with PNE Prospect Road Constructors, LLC (enclosure).
- H. Consider Pay Application No. 1 to Integrated Project Delivery Agreement Authorization Notice No. 3 with PNE Prospect Road Constructors, LLC.

Districts 1-6:

- I. 2024 Legislation Briefing.

V. MANAGER MATTERS

- A. Discuss statutorily required documents posted on website and consider remediation services.

VI. OTHER BUSINESS

VII. ADJOURNMENT

The next regular meeting is scheduled for November 27, 2024 at 6:00 p.m.

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 1
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:

Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, and confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 2
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 2 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:
Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:
Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, and confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 3
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 3 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:

Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, and confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 4
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 4 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:

Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, and confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 5
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 5 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:

Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, and confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6
(THE “DISTRICT”)
HELD
APRIL 8, 2024

A special meeting of the Board of Directors of the Rudolph Farms Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Monday, April 8, 2024 at 9:30 a.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Rudy Byler, President
Michael Kleinman, Secretary/Treasurer

Also in Attendance Were:

Shauna D’Amato, Lisa Johnson and Nichole Kirkpatrick; CliftonLarsonAllen LLP
Karlle R. Ogden, Esq.; Icenogle Seaver Pogue, P.C.
Jody Allen; Merrick & Company
Lisa Lyscio and Bryan Byler; Pacific North Enterprises, LLC

ADMINISTRATIVE
MATTERS

Call to Order / Confirm Quorum: The Board meeting was called to order at 9:30 a.m. and the presence of a quorum was confirmed.

Disclosure of Potential Conflicts of Interest: Attorney Ogden advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Ogden confirmed that disclosures of conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest.

Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Mr. Kleinman disclosed his legal services to various entities owned or managed by members of the Byler family, including Rudy and Bryan Byler, Pacific North Enterprises LLC, the developer for the property, and his contract to purchase taxable property within the District. He further disclosed the purpose of the services are construction related issues and general business. These disclosures are associated with approval of items on the agenda which may affect his interests.

Mr. Byler disclosed his interest in Pacific North Enterprises, LLC and Sunland Development Company, Inc. and his contract to purchase taxable property within the District. This disclosure is associated with approval of items on the agenda which

may affect his interests.

The Board reviewed the Agenda for the meeting, following which, Directors Byler and Kleinman confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda beyond those already disclosed.

Meeting Location / Posting of Meeting Notice / Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Agenda as amended, to include discussion on the status of developer funding, confirmed the location of the meeting and posting of the meeting notice.

Discuss Vacancies on the Board and Consider Approval of Publication of Notices of Vacancies: The Board discussed the vacancies on the Board and directed legal counsel to publish the notice of vacancies.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approval of Minutes of the January 3, 2024 and February 12, 2024 Special Meetings**
- **Approval of Minutes of the November 29, 2023 Regular Meeting and the November 29, 2023 Annual Meeting**

Upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Consent Agenda items as listed above.

FINANCIAL MATTERS

Change Order No. 1 to the Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC in the Amount of \$25,501.38: Attorney Ogden presented Change Order No. 1 to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved Change Order No. 1 to the Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC in the Amount of \$25,501.38, as presented.

Pay Application No. 2 to Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC: Attorney Ogden presented Pay Application No. 2 to the Board. Following review and discussion,

upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved Pay Application No. 2 to the Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC in the Amount of \$1,439,337.44, as presented.

Status of Funding of Outstanding Invoices: Ms. Johnson discussed the status of developer funding with the Board. Ms. Kirkpatrick presented the outstanding invoices due and payables to date along with upcoming services from CLA that are required by statute or bond documents. Mr. Bryan Byler indicated that he would work with Director Byler and Ms. Lyscio on processing a developer advance.

LEGAL MATTERS

Memorandum Re HB 21-1110 and Rules Establishing Technology Accessibility Standards: Attorney Ogden presented to and reviewed with the Board Memorandum re HB 21-1110 and Rules Establishing Technology Accessibility Standards. Discussion among the Board ensued regarding the same.

Resolution Adopting Technology Accessibility Statement: Attorney Ogden presented to and reviewed with the Board the Resolution Adopting the Technology Accessibility Statement. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Resolution Adopting Technology Accessibility Statement, subject to completion of the accessibility statement.

Crossing Agreement for Prospect Ridge Drive and Prospect Road with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado: Attorney Ogden presented the Crossing Agreement for Prospect Ridge Drive and Prospect Road with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Crossing Agreement for Prospect Ridge Drive and Prospect Road with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado, subject to finalization by legal counsel.

Crossing Agreement for Non-Potable Irrigation Lines with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado: Attorney Ogden presented the Crossing Agreement for Non-Potable Irrigation Lines with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Crossing Agreement for Non-Potable Irrigation Lines with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado, subject to finalization by legal counsel.

Crossing Agreement for Headgate Replacements with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado: Attorney Ogden presented the Crossing Agreement for Headgate Replacements with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado to the Board. Following review and discussion, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board approved the Crossing Agreement for Headgate Replacements with PNE Prospect Road Holdings, LLC and Lake Canal Company of Colorado, subject to finalization by legal counsel.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board, upon a motion duly made by Director Kleinman, seconded by Director Byler and, upon vote, unanimously carried, the Board adjourned the meeting at 9:53 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Request for Extension of Time to File Audit for Year End *December 31, 2023* ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Rudolph Farms Metropolitan District No. 6
Name of Contact:	Trish Witulski
Address:	8390 E Crescent Pkwy Suite 300
City/Zip Code	Greenwood Village, CO 80111
Phone Number:	(303)-779-5710
E-mail	Trish.Witulski@clacconnect.com
Fiscal Year Ending (mm/dd/yyyy):	12/31/2023
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2024
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	<small>DocuSigned by:</small> <i>Rudy Byler</i>
Printed Name:	<small>3FCCD608EFA04E7...</small> Rudy Byler
Title:	Board Member
Date:	7/15/2024

**DITCH REALIGNMENT AGREEMENT
RUDOLPH FARMS DEVELOPMENT**

THIS DITCH REALIGNMENT AGREEMENT (“Agreement”) is made and entered into on this ____ day of July, 2024, by and among PNE PROSPECT ROAD HOLDINGS, LLC a Colorado limited liability company (“Developer”), the RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (“District”) and THE LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch corporation (the “Ditch Company” or the “Company”) (together referred to as the “Parties”).

WHEREAS, Developer is the owner of certain real property located in Fort Collins, Colorado, generally located on the northeast corner of I-25 and Prospect Road (the “Property”) as such property is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference, which Developer seeks to develop for commercial uses (the “Project”); and

WHEREAS, Ditch Company is the operator of a canal or ditch commonly known as the Lake Canal (hereinafter called the “Ditch”); and

WHEREAS, the Parties agree that the Company has a valid, existing easement and right of way for the Ditch and across sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize said easement and right of way at the current location of the Ditch, as it crosses the Property, a portion of which is depicted on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Existing Ditch Easement Area”); and

WHEREAS, in connection with the Rudolph Farms Project, Developer seeks to realign and relocate a portion of the Ditch from the Existing Ditch Easement Area to the specific location set forth on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “New Ditch Easement Area”), and portions of the ditch will be enclosed into a box culvert. Such relocation is necessary for the configuration and construction of streets, sidewalks and other public utilities for the development of the Project, as more particularly described in the Rudolph Farms Development Plans, which have been approved and accepted by each of the Parties (the “Realignment Plans” or the “Plans”), and as generally depicted on **Exhibit “D”** attached to this Agreement and incorporated herein by this reference; and

WHEREAS, the realignment the Project will consist of the enclosure and realignment of approximately 1107 linear feet of the Ditch Between Sta 18+62 and Sta 10+00, piped in a 15’x 4’ reinforced RBC box culvert across Lot 7 to the north side of East Prospect Road Right-of-Way to the New Ditch Easement Area (the “Realigned Ditch” or “Improvements”) as well as enclosure into a box culvert, as shown on the Realignment Plans (the “Ditch Realignment Project”); and

WHEREAS, the Developer will grant a permanent easement to the Ditch Company, satisfactory to the Company, within the New Ditch Easement Area (the “Permanent Easement”) in the form of the Easement Agreement attached hereto as **Exhibit “E”** and upon Realignment Project Acceptance defined in Section 4.3, the Ditch Company will then quit claim all of its rights in the Existing Ditch Easement Area on terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of the Agreement of the Parties.

2. Conveyance of Permanent Easement/Quit Claim. In connection with the development of the Property, the Parties agree as follows: (i) the Ditch Company and Developer will execute the form of Permanent Easement attached hereto as **Exhibit “E”** and incorporated herein in by this reference (the “Easement Agreement”); and (ii) upon Realignment Project Acceptance, the Ditch Company will execute the form of quit claim deed to relinquish its rights to the Existing Ditch Easement Area attached hereto as **Exhibit “F”** and incorporated herein in by this reference (the “Quit Claim”). The Ditch Company will execute and deliver the Easement Agreement and Quit Claim to the Developer, and the Developer will cause, at its sole cost and expense, recordation of the Easement Agreement and Quit Claim in the real property records of Larimer County, Colorado.

3. Irrevocable License. Effective upon recordation of the Easement Agreement and Quit Claim, Developer and District grant to the Ditch Company an irrevocable license, over, under, through and across the Existing Easement Area for the purpose of operating, maintaining, repairing, replacing and accessing the Existing Ditch (the “License”). The terms of this License shall be self-executing at the time of recordation of the Easement Agreement and the Quit Claim. The License shall remain in effect until the Ditch Company issues the Realignment Project Acceptance and commences use of the New Ditch Easement Area for the Ditch. At such time, the License shall automatically expire without the necessity to execute any further documentation related thereto.

4. Ditch Realignment Project. The Parties agree the Ditch Realignment Project will be completed in accordance with terms of this Section 4.

4.1 Timing of Construction/Impact on Irrigation Activities. The parties acknowledge that Developer will be coordinating construction activities related to the Ditch Realignment Project with other work required in connection with the Project. Developer agrees to work with reasonable diligence toward completion of Phase I of the Ditch Realignment Project and shall use best efforts to complete said Project before April 15, 2025. Developer agrees to complete the Ditch Realignment Project with due care and in a manner that shall in no way interrupt, impede or

interfere with the flow of irrigation waters, the related carriage of other waters, the operations and access to the Existing Ditch, or adversely affect the quality of the water in violation of applicable law. The Parties recognize the absolute necessity of the ability of the Ditch Company to operate and therefore in the event the Ditch Realignment Project is not completed by April 15, 2025, Developer shall pay actual damages together with an additional sum of \$45,000.00 per day, every day from April 1st to April 21st and \$90,000.00 every day from April 22, 2025 until the Project is complete. The Parties agree that (i) no damages or penalties shall be assessed from April 1st to April 15th so long as the Ditch Company has no commitment to deliver water to a stockholder calling for water delivery during that time and (ii) no penalties shall be assessed for any period from and after April 1st to April 22nd if Developer delivers the water otherwise required to pass through the Ditch via alternative means, such as pumps, pipelines and/or re-routing, and such alternative means are expressly reviewed and approved in writing by the Ditch Company as a temporary acceptable alternative delivery method. Developer and the Ditch Company agree to work together in good faith to coordinate construction activities with irrigation activities. The Ditch Company agrees to provide to Developer reasonable advance notice of activities that will result in the flow of water through the Existing Ditch if they occur outside of the irrigation season. The Ditch Company's irrigation season generally runs from April 15th to October 31st.

4.2 Plans and Specifications. The Parties have reviewed and agreed upon the Realignment Plans, which shall be the basis for all work completed to realign the Ditch, except as expressly agreed by the Ditch Company. The Ditch Company reserves the right to observe and review the work to the satisfaction of the Company superintendent, the Company's engineer, or other assigned agents.

4.3 Approvals. Developer shall obtain all necessary local city and county, state, and federal approvals, consents, authorizations and permits and shall perform the construction and/or installation associated with the Ditch Realignment Project in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair and maintenance of the Ditch Realignment Project. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the Improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Improvements, the Developer shall provide final plans and specifications and obtain the Company's written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld. The Company's review and any approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release or limit the Developer from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and maintenance of the Improvements. The Developer and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch,

Ditch Easement, Crossing Area and the Improvements. All construction of the Improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The Developer shall have the obligation to repair, maintain, or replace the Improvements until such obligations are transferred pursuant to the terms and conditions of this Agreement. Upon completion of the Improvements, the Developer shall provide to the Company and the District a certification by a professional engineer licensed in Colorado that the Improvements have been constructed in conformance with the approved plans.

4.4 Project Closeout. Upon completion of the Ditch Realignment Project, Developer shall promptly notify the Ditch Company of such completion and provide to the Ditch Company “as built a/k/a record” drawings for the Realigned Ditch. Within thirty (30) days of such notice, Developer and the Ditch Company shall jointly perform an on-site inspect of all construction work performed. The Ditch Company may require the District to attend as well pursuant to the Maintenance Agreement (as such term is defined below). If any deficiencies in the work or material deviations from the Plans, the Ditch Company shall notify Developer of any such defect within five (5) days of the date of inspection. Developer agrees to remedy the same within a reasonable period of time thereafter. If such remediation is necessary, Developer shall perform the same in accordance with the Plans and take such other reasonable and necessary actions for protection of the Realigned Ditch and surrounding property as determined by the Company. For purposes of the warranty set forth in Section 4.6 below, the Ditch Realignment Project shall be deemed accepted by the Ditch Company in accordance with the following (“Realignment Project Acceptance”): (1) thirty (30) days after the date of inspection, if no notice of defect is given to Developer within such time; or (2) the date on which such defects are remedied to the reasonable satisfaction of the Ditch Company.

4.5 Ditch Realignment Project Costs and Expenses. The Developer represents that the Ditch Realignment Project is being paid for by Developer and that the Developer is responsible for performing all activities necessary for completion of the Ditch Realignment Project and is responsible for any and all fees, costs and expenses paid to the Ditch Company. It is expressly understood that the Ditch Company is not liable for any such costs, or responsible for completion of said Project.

4.6 Ditch Company’s Costs and Expenses. Developer agrees to reimburse the Ditch Company for all reasonable and necessary expenses it incurs in connection with the Ditch Realignment Project, such as for legal work; review of plans and specifications; property inspections; construction supervision and inspections; and motor vehicle use in connection therewith. In addition to the costs and expenses described herein, Developer agrees to pay the Ditch Company a realignment fee of \$-0- in connection with the execution of this Agreement. The Ditch Company agrees to provide Developer with invoices for expenses incurred. If the Deposit is insufficient to cover the expenses of the Ditch Company, Developer agrees that it

shall make payment for such expenses within (30) days of receipt of an invoice or invoices therefor.

4.7 Warranty on Construction. Developer warrants to the Ditch Company that all construction work performed on the Ditch Realignment Project shall be free of defects and nonconformances in design, materials and workmanship for a period beginning on the date of Realignment Project Acceptance (as described in Section 4.3), and ending five years from such date. Upon timely notice to Developer of a defect, nonconformance, design, material or workmanship issue, Developer shall, at its expense and within a reasonable period of time, remedy any such defect, nonconformance, design, material or workmanship issue to the reasonable satisfaction of the Ditch Company.

4.8 Bond. Developer shall require their contractor to furnish a 100% Performance Bond and 100% Labor and Material Payment Bond with Ditch Company and Developer as dual obligees at Developer's cost and expense in the amount of \$3,000,000.00, or the amount the Project will cost, whichever is greater. The bonds must be executed by a corporate surety licensed to transact business in Colorado. Such surety shall be named in the Department of Treasury Federal Registry, and the sum of the bonds shall not exceed the underwriting limitation as provided by the current Registry. The bonds must be executed on a form acceptable to the Ditch Company and must be accompanied by an appropriate power of attorney from the surety. The bond shall be furnished prior to commencement of the Project. No change in the terms and conditions of this Agreement or Ditch Company's exercise of any rights and remedies available to it under this Agreement, or under law, shall release or discharge any surety on the bond.

5. Indemnification. The parties agree that the Ditch Company shall not be in any way responsible for any damages caused by the construction activities performed by Developer under this Agreement. To the extent permitted by law, Developer agrees to indemnify and hold harmless the Ditch Company, its officers, directors, employees and agents, from and against any claim for damages by any third party for personal injury, death, property damage or loss, which results from or arises out of any negligent act or omission of Developer, its officers, directors, employees, agents or contractors, in performing any such construction under this Agreement. Nothing in this Agreement shall be deemed to relieve the Ditch Company from liability for damages for personal injury, death, property damage or loss which is caused by the acts or omissions of the Ditch Company, or its' officers, directors, employees or agents or the gross negligence or wanton and willful misconduct of the Company.

6. Maintenance and Repairs. Upon Realignment Project Acceptance, the District will be responsible for any and all maintenance and repair of the Realigned Ditch in accordance with that certain Ditch Maintenance Agreement to be executed by the District and the Ditch Company simultaneously with the execution of the Easement Agreement as an exhibit to the same.

10. Assignment. This Agreement may not be assigned, in whole or part, by any party hereto without the express written consent of the other parties hereto, which consent may be granted or withheld in the sole discretion of any such party.

11. No Third Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party to this Agreement.

12. Sections and Headings. Sections and headings herein contained are for organization purpose only and shall not affect the interpretation of this Agreement.

[The remainder of this page is intentionally blank.]

THE LAKE CANAL COMPANY OF COLORADO, a Colorado mutual irrigation company

By: _____
 Byron R. Collins, President

STATE OF COLORADO)
)
 COUNTY OF _____) ss.

The above and foregoing Agreement was acknowledged before me this _____ day of _____, 2024, by Byron R. Collins, President, The Lake Canal Company of Colorado, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

 Notary Public
 MY commission expires: _____ {SEAL}

Exhibit A
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit B
EXISTING DITCH EASEMENT AREA

Exhibit C
NEW DITCH EASEMENT AREA

Exhibit D
REALIGNMENT PLANS

Note: The complete plan set for the irrigation ditch replacement plan, approved by the Company, is the Exhibit D to this Agreement. However, for purposes of recordation and execution, only the cover page to the full of set plans is included herein.

Exhibit E
FORM OF PERMANENT EASEMENT

Exhibit F
FORM OF QUIT CLAIM DEED

DITCH EASEMENT AGREEMENT
THE LAKE CANAL COMPANY OF COLORADO AND RUDOLPH FARMS
DEVELOPMENT

THIS DITCH EASEMENT AGREEMENT (this “Agreement”) is made and entered into on this ____ day of July, 2024, by and among PNE PROSPECT ROAD HOLDINGS, a Colorado limited liability company (“Developer” or “Grantor”) and the RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (“District”), and THE LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch corporation (the “Ditch Company” or the “Company” or “Grantee”) (together referred to as the “Parties”).

WHEREAS, Grantor owns certain real property located in Fort Collins, Colorado, generally located on the northeast corner of I-25 and Prospect Road, as more particularly described on **Exhibit “A”**, attached hereto (the “Grantor’s Property”), which Developer seeks to develop (the “Project”); and

WHEREAS, Ditch Company is the operator of a canal or ditch commonly known as the Lake Canal (hereinafter called the “Ditch”); and

WHEREAS, in connection with the Project, Developer desires to realign a portion of the existing Ditch as it crosses Grantor’s Property, to be located in the area depicted on **Exhibit “B”**, attached hereto and incorporated herein by this reference (the “Ditch Easement Area”) and therefore Grantor must grant a permanent, non-exclusive easement to the Ditch Company for the Ditch in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of the Agreement of the Parties.

2. Grant of Easement. For and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby confessed and acknowledged, the Grantor has granted and conveyed and by these presents do grant and convey unto the Grantee, its successors and assigns, a permanent, non-exclusive easement for the Ditch for its maintenance, repair, operation, improvement, replacement, reconstruction, enlargement, access (including, without limitation, vehicular and pedestrian) (the “Ditch Easement”), and to allow Grantee to do whatever is reasonably necessary for Grantee to fully utilize and enjoy the Ditch Easement within the Ditch Easement Area. The Ditch Easement described herein includes Grantee’s use of the ditch channel, its bed, bank, slope, together with typical seepage and drainage therefrom, roadway, head gates, diversion boxes, flumes, spillways, and erosion

and structural support systems, whether presently existing or constructed in the future within the Ditch Easement Area. In addition, the Ditch Easement rights granted herein to Grantee are also granted to the District for purposes of permitting the District to carry out its obligations under the Maintenance Agreement (as such term is defined in Section 6 below).

3. Access Easement. In addition to the foregoing grant of the Ditch Easement by the Grantor to the Grantee, the Grantor further grants and conveys to the Grantee the right of pedestrian and vehicular access over, across and through that certain portion of Grantor's Property more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Access Easement Area") for purposes facilitating Grantee's access to the Ditch Easement Area (the "Access Easement"). In addition, the Access Easement rights granted herein to Grantee are also granted to the District for purposes of permitting the District to carry out its obligations under the Maintenance Agreement (as such term is defined in Section 6 below). The Ditch Easement and the Access Easement are referred to herein collectively as the "Easements" and the Ditch Easement Area and the Access Easement Area are referred to herein collectively as the "Easement Areas".

4. No Permanent Structures. Except as otherwise provided herein or in the Maintenance Agreement (as defined in Section 6 below), the Grantor, its successors and assigns, shall not erect or place any permanent building, structure or obstructive improvement within the Easement Areas and permanent structures (as opposed to utilities) shall be set back five feet from the Ditch Easement Area. The restrictions set forth in this Section 4 are not intended to prevent Grantor from utilizing correlative rights in the Easement Areas or to prevent the installation of improvements which do not interfere with Grantee's use of the Easements or the Easement Areas. In the event of the placement of such obstacles within the Easement Areas contrary to the provisions of this Agreement, the Grantee shall have the right to require the Grantor to remove such obstacles from the Easement Areas upon written notice to Grantor and, in the event the Grantor fails to do so upon ten days written request therefor, the Grantee may remove such obstacles without any liability for repair or replacement thereof, and Grantor shall reimburse Grantee for such removal. Notwithstanding the foregoing, the Grantor and District, their successors and assigns shall have the right, without the consent of the Grantee, to install appropriate landscaping, ground cover, crops, or other plantings (collectively, the "Plantings") to minimize erosion, blowing dust, and otherwise enhance the aesthetic appearance or productivity of that portion of the Ditch Easement Area from historic high water mark of the Ditch and extending upward and outward in both directions for the full width of the Ditch Easement Area, but specifically excluding the functional cross-section or trapezoidal channel of the Ditch. No such Plantings installed by the Grantor shall unreasonably interfere with access of the Grantee to the Ditch Easement Area for maintenance, relocation, operations, and repair of the Ditch. The Grantee shall have no liability for damage or destruction of such Plantings in connection with its maintenance and repair of the Ditch within Easement Areas as permitted by the Maintenance Agreement.

5. Warranty of Title, Insurance and Subordination. The Grantor does covenant and agree to and with the Grantee that the Grantor is the owners of Grantor's Property, which includes the Easement Areas, the Grantor has a good and lawful right to convey the Easements to the Grantee and that the Grantor warrants the title thereto, subject to existing easements and rights of way in place or of record. Grantor shall provide title insurance to Grantee for coverage of the Easement interests established in the Easement Areas within ten days after recordation of this Agreement. Grantor shall provide consent, approval and subordination agreements for this Easement for all lenders with lien interests in the Property.

6. Maintenance. The Parties acknowledge that maintenance of the Ditch is being provided by the District, in accordance with that certain Ditch Maintenance Agreement by and between the District and the Ditch Company, a copy of which is attached hereto as **Exhibit C** (the "Maintenance Agreement"). It is expressly understood that the District has the right to access the Ditch Easement Area to carry out its maintenance obligations in accordance with the Maintenance Agreement.

7. Notice. Any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

The Lake Canal Company of Colorado
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.
Attn: Brent Bartlett
1319 E. Prospect Road
Fort Collins, CO 80525

With a copy to:

Registered Agent as reflected in
the records of the Colorado
Secretary of State

If to Developer:

PNE Prospect Road Holdings, LLC
900 Castleton Road, Suite 118
Castle Rock, CO 80109

With a copy to:
Davis Graham & Stubbs, LLP
c/o Chris Kinsman
1550 17th Street, Suite 500

Denver, CO 80202

If to District:

Rudolph Farms Metropolitan District No. 6
 Tamara K. Seaver, General Counsel
 Icenogle Seaver Pogue, P.C.
 4724 S. Monaco Street, Ste 360
 Denver CO 80237

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Recording of Agreement. Grantor, at its expense, shall record this Agreement within ten (10) days of full execution, and shall provide evidence of such recording to the other parties hereto.

10. Binding Nature/Covenant Running with Land. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto, their successors or assigns.

11. Assignment. This Agreement may not be assigned, in whole or part, by any party hereto without the express written consent of the other parties hereto, which consent may be granted or withheld in the sole discretion of any such party.

12. No Third Party Beneficiaries. Other than those easement rights granted to the District pursuant Section 2 and 3, this Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party to this Agreement.

13. Sections and Headings. Sections and headings herein contained are for organization purpose only and shall not affect the interpretation of this Agreement.

14. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time

[The remainder of this page is intentionally blank.]

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement on the day and year of the last signature below set forth.

RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes

By: _____
Michael Kleinman, Secretary/Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2024, by Michael Kleinman, Secretary/Treasurer, Rudolph Farms Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes.

WITNESS my hand and official seal.

Notary Public
MY commission expires: _____ {SEAL}

**PNE PROSPECT ROAD HOLDINGS,
a Colorado limited liability company**

By: _____
Bryan Byler, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this _____ day
of _____, 2024, by Bryan Byler, Manager, PNE Prospect Road Holdings, a
Colorado limited liability corporation.

WITNESS my hand and official seal.

_____ Notary Public
MY commission expires: _____ {SEAL}

[Remainder of page left intentionally blank. Signatures to follow.]

**THE LAKE CANAL COMPANY OF
COLORADO, a Colorado mutual
irrigation company**

By: _____
Byron R. Collins, President

STATE OF COLORADO)
)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this _____ day of _____, 2024, by Byron R. Collins, President, The Lake Canal Company of Colorado, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

Notary Public
MY commission expires: _____ {SEAL}

Exhibit A
GRANTOR'S PROPERTY

Exhibit B
DITCH EASEMENT AREA

Exhibit C
ACCESS EASEMENT AREA

Exhibit D
MAINTENANCE AGREEMENT

**DITCH MAINTENANCE AGREEMENT
RUDOLPH FARMS DEVELOPMENT**

THIS DITCH MAINTENANCE AGREEMENT (this “Maintenance Agreement”) is made and entered into on this ____ day of _____, 2024, by and among the RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (the “District”), and THE LAKE CANAL COMPANY OF COLORADO, a Colorado mutual ditch corporation (the “Company” or “Ditch Company”) (together referred to as the “Parties”).

WHEREAS, Ditch Company is the operator of a canal or ditch commonly known as the Lake Canal (“Ditch”) that traverses the lands located within the District on the property described below.

WHEREAS, PNE Prospect Road Holdings, LLC (“Developer”) is the owner or contract purchaser of certain real property located in Fort Collins, Colorado, generally located on the northeast corner of I-25 and Prospect Road (the “Property”) as such property is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference, and Developer is improving the Property for new uses (the “Project”) where the Ditch is located, and will be altering, partially enclosing and realigning the Ditch as part of the Project.

WHEREAS, upon completion of the improvements finalizing the realignment of Ditch and the Ditch Company’s acceptance of the same (“Realignment Project Acceptance”) in accordance with that certain Ditch Relocation Easement by and between the Ditch Company and Developer (the “Relocation Easement”), the District has agreed to provide on-going maintenance of the Realigned Ditch and Ditch Easement through the entire Property in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of the Maintenance Agreement of the Parties.

2. Maintenance and Repairs. Upon Realignment Project Acceptance, the District, at its expense, shall be responsible for any and all maintenance, repair and replacement, of the Realigned Ditch and Ditch Easement and shall conduct such functions in accordance with best practices, except the District shall have no responsibility to conduct any maintenance or repair that is caused by the gross negligence or wanton and willful misconduct of the Ditch Company. The District’s maintenance and repair of the Ditch shall be in compliance with the terms and conditions of the Relocation Easement and shall be entirely without cost to the Company. The District’s maintenance must be performed by a Company approved contractor. Should the District fail to maintain, repair and/or replace the Ditch after notice from the Ditch Company of an issue needing correction, except in the case of any emergency in which no notice shall be required, then the Ditch Company shall perform or cause to be performed such repair and maintenance and invoice the District for reimbursement of the actual, costs and expenses of such repair, replacement and/or maintenance, and District shall promptly reimburse the Company for the costs and expenses. The Company shall be wholly without liability to the District for damages resulting from the actions

of the Company in the performance of said repairs, replacement and/or maintenance to the Ditch, except as to such damage as may be caused by gross negligence or wanton and willful misconduct of the Company. Determination of whether repair, replacement or maintenance is necessary, the nature and extent of such work, or whether an emergency exists, shall be at the discretion of the Company. Maintenance, repairs and/or replacement shall be performed with the cooperation and supervision of the Ditch Company superintendent or his assigned agent. Determination of whether maintenance, repair or replacement is necessary, and the nature and extent of such repair or maintenance, shall be made in the reasonable discretion of the Ditch Company. Maintenance items include, but are not limited to, clearing of debris from trash grates daily during irrigation season, and as storm events necessitate debris removal through high pressure jetting or other acceptable industry practice through the enclosed portion of the Ditch and irrigation structures as necessary, but no less than annually. The Company and District shall perform annual site inspections, or more often as necessary, to determine the work to be performed together with coordination and timing for the same. Trash rack(s) maintenance is a frequent obligation and includes cleaning of the trash rack(s) during the irrigation season from March 15th to November 15th. During the beginning of the season and generally until the end the May, weekly maintenance is necessary. Beginning approximately June 1st, daily maintenance and cleaning of the trash rack(s) is necessary. The Parties shall coordinate a maintenance schedule with the Company superintendent to address maintenance as the condition of the ditch and season dictate. Should the Developer fail to address said maintenance of the trash rack(s) upon 24 hour notice, regarding the issue needing correction, then the Company may perform or cause to be performed such maintenance and shall be reimbursed for the actual costs and expenses of such maintenance within 30 days of Company providing an invoice to the District. In the event the District fails to adequately maintain the trash rack(s) in any given year, then District shall provide funds to the Company by January 1st of every year in an amount reasonably determined by the Company to cover the costs of trash rack(s) maintenance. The Company shall be wholly without liability to the District for damages resulting from the actions of the Company in the performance of said maintenance of the trash rack(s), except as to such damage as may be caused by gross negligence or wanton and willful misconduct of the Company. Determination of whether maintenance is necessary, the nature and extent of the same, or whether an emergency exists, shall be made in the reasonable discretion of the Ditch Company. Maintenance shall be performed with the cooperation and supervision of the Ditch Company superintendent or his assigned agent.

3. Indemnification. Except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company, the Company shall be without liability for damage to District, its agents, employee and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Realigned Ditch and Ditch Easement area. To the extent permitted by law, District shall indemnify and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by District of its rights and obligations pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of maintenance and repair of the Ditch and Ditch Easement area by District and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors.

4. Notice. Any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to Company: The Lake Canal Company of Colorado
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.
Attn: Brent Bartlett
1319 E. Prospect Road
Fort Collins, CO 80525

With a copy to:
Registered Agent as reflected in the
records of the Colorado Secretary of State

If to Developer: PNE Prospect Road Holdings, LLC
900 Castleton Road, Suite 118
Castle Rock, CO 80109

With a copy to:
Davis Graham & Stubbs, LLP
c/o Chris Kinsman
1550 17th Street, Suite 500
Denver, CO 80202

If to District: Rudolph Farms Metropolitan District No. 6
Tamara K. Seaver, General Counsel
Icenogle Seaver Pogue, P.C.
4724 S. Monaco Street, Suite 360
Denver, CO 80237

5. Assignment. This Maintenance Agreement may not be assigned, in whole or part, by any party hereto without the express written consent of the other parties hereto, which consent may be granted or withheld in the sole discretion of any such party.

6. No Third Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party to this Agreement. District is not entitled to any water rights or other rights in the Ditch Company or the Realigned Ditch by virtue of this Agreement.

7. Attorney's Fees. In the event either District or the Company shall be in default in any of their covenants herein, so as to require the Party not in default to retain counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable expenses of said litigation incurred by the enforcing Party, including, but not limited to docket fees, discovery and reasonable attorney's fees.

8. Sections and Headings. Sections and headings herein contained are for organization purpose only and shall not affect the interpretation of this Agreement.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as the same may be amended from time to time.

11. Additional Provisions. In the event the District fails to perform the obligations of this Agreement due to voting or statutory actions or other, the District shall return Company structures to their original form or provide for the repair, alteration, replacement and maintenance of the modified structures as requested by the Company, with the District to pay for said costs and expenses.

[Remainder of page intentionally left blank.]

**THE LAKE CANAL COMPANY OF
COLORADO, a Colorado mutual irrigation
company**

By: _____
Byron R. Collins, President

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2024, by Byron R. Collins, President, The Lake Canal Company of Colorado, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

Notary Public
MY commission expires: _____ {SEAL}

**AGREEMENT TO ALLOW DISCHARGE OF HISTORICAL DRAINAGE
INTO THE LAKE CANAL DITCH**

THIS AGREEMENT TO ALLOW DISCHARGE OF DRAINAGE INTO THE LAKE CANAL DITCH (this “Agreement”) is made and entered into this ___ day of _____, 2024 (“Effective Date”), by and between THE LAKE CANAL COMPANY OF COLORADO, a Colorado non-profit mutual irrigation company (hereinafter the “Company”), PNE PROSPECT ROAD HOLDINGS, LLC a Colorado limited liability company (“Developer”), and the RUDOLPH FARMS METROPOLITAN DISTRICT NO.6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes, (“District”) , (together “Rudolph Farms”).

RECITALS

WHEREAS, Company is the operator of a ditch known as Lake Canal (hereinafter called the “Ditch”). The Ditch transports water and a portion of the Ditch exists and travels south, downgradient from the residential development project known as the Rudolph Farms (the “Subdivision”) located in the City of Fort Collins, (the “City”), County of Larimer, Colorado; and

WHEREAS, as a condition of approval of the Subdivision by the City, Rudolph Farms is required to obtain permission to discharge historical drainage water from Pond 4 located within the Subdivision, at the historical rate of 3.69 cfs, into the Ditch (the “Historical Flows”); and

WHEREAS, Rudolph Farms desires to construct and install drainage improvements and related appurtenances (the “Improvements”) as required by the City and as contained in the final drainage and construction plans for the Subdivision (the “Construction Plans”), including but not limited to construction of a drainage system designed to convey the Historical Flows into Lake Canal Company’s Ditch; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions for the Company’s grant of a license to Rudolph Farms to discharge Historical Flows into the Ditch, and for a temporary license for construction of the Improvements in accordance with the Construction Plans; and

NOW, THEREFORE, in consideration of the amount of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Company and the Rudolph Farms, the parties mutually agree as follows:

AGREEMENT

1. Recitals. The above Recitals are incorporated herein as if fully set forth.
2. Grant of License; Historical Flows. The Company hereby grants to Rudolph Farms a temporary license for the construction and installation of Improvements. The Company also grants to Rudolph Farms a license to permit the discharge of the Historical Flows through the Improvements and into the Ditch and to enter upon those certain lands owned and/or operated by the Company and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter, the “Premises”) for the construction, installation, removal, repair and/or replacement

of the Improvements (the “License”). Subject to the terms and conditions set forth in this Agreement, the Company agrees to permit the Historic Flows draining from Rudolph Farms’ Tract into the Ditch, so long as Rudolph Farms is in compliance with the terms and conditions of this Agreement, including but not limited to the water quality standards and conditions described in paragraph 9.

3. Approval of Plans. By its execution of this Agreement, the Company hereby approves the Construction Plans, attached hereto and incorporated herein by this reference as **Exhibit B**. Rudolph Farms shall submit to the Company for its written approval, any revisions to plans previously approved by the Company (including revisions to the Construction Plans), such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the Improvements, Rudolph Farms shall submit an As-Built survey to the Company.

4. Construction of Improvements; Inspection. Rudolph Farms shall notify the Company at least 48 hours prior to the start of construction of, modifications or repairs to that portion of the Improvements located on the Premises so that the Company may supervise and inspect the work as it deems necessary. In the event the Company deems it necessary to retain an engineer for supervision of Rudolph Farms’ work on the Premises, Rudolph Farms shall reimburse the Company for the reasonable fees and costs of such engineer following receipt of written request therefor, including an invoice or other reasonable evidence of the costs incurred. The parties acknowledge and agree that Rudolph Farms intends to construct and complete the initial Improvements in a manner that does not disturb the flow of water through the Ditch; provided, however, that if Rudolph Farms cannot reasonably construct the initial Improvements without disturbing the flow of water through the Ditch, then the parties will cooperate in good faith to agree on a commercially reasonable diversion or other alternative, to be constructed at Rudolph Farms’ expense, that would allow Rudolph Farms to continue construction activities without disturbing the flow of water through the Ditch.

5. Cost of Construction; Emergency Repairs. Rudolph Farms will construct the Improvements, at its sole expense, in accordance with the Construction Plans, as approved by the City and the Company. The Company shall not be responsible for the costs associated with the construction, maintenance, repair and replacement of the Improvements and the Company will not be liable for damages to the Improvements or Rudolph Farms, except to the extent that such damages are caused by the gross negligence or wanton misconduct of the Company, its contractors, agents or employees. In the event that the Company determines that emergency repairs are necessary to the Improvements located on the Premises, the Company shall have the right to make emergency repairs to the Improvements and/or the Premises and the Company shall be without liability for damage to Rudolph Farms, except as to such damage as may be caused by gross negligence or wanton misconduct of the Company, its employees, agents, contractors, or subcontractors. The determination of whether an emergency exists shall be at the sole good faith discretion of the Company.

6. Disturbances in the Flow of Water. In carrying out its rights and duties under this Agreement, Rudolph Farms will use all reasonable means to prevent any disturbance of the flow of water in the Ditch, unless permission in writing is first received from the Company for such

disturbance. Rudolph Farms shall be responsible for any damages resulting from the unauthorized disturbance of flow of water through the Ditch caused by Rudolph Farms. Construction of the Improvements shall be completed within 30 days from commencement of construction, unless written consent by the Company for an extension is granted (which shall not be unreasonably withheld), and shall be accomplished during the non-irrigation season, unless otherwise agreed by the Company.

7. Reserved Rights in Ditch Easement. The Company reserves its full power to operate, maintain, alter, enlarge, relocate, clean and manage its Ditch and installations. The Company shall be wholly without liability for damages to Rudolph Farms as the result of the performance of said work within their easement.

8. Fees. Beginning in 2024, Rudolph Farms will pay to the Company on or before April 1st of each year an annual fee every year for the rights herein granted, which fee shall be \$2,250.00 or five (5) times the amount annually assessed by the Company on one share of Lake Canal Company of Colorado stock, whichever amount is greater, together with an annual administration fee of \$250.00. Rudolph Farms agrees that it will be responsible for payment of the annual fee due to the Company. In the event that the annual fee required under this paragraph is not timely paid, in addition to other remedies provided in this Agreement, interest on the amount unpaid shall accrue at 12% per annum until paid. Rudolph Farms shall also reimburse the Company for attorney's fees and costs incurred by the Company for this Agreement.

9. Water Quality. Rudolph Farms shall ensure that appropriate and effective permanent water cleansing practices, techniques and apparatuses are installed and utilized, designed to effectively clean any waters to be drained into the Ditch under this Agreement. Rudolph Farms shall ensure that all water quality practices, techniques and apparatuses that cleanse the drainage water arising on the Subdivision are properly and effectively working at all times, and Rudolph Farms shall annually maintain and inspect such practices, techniques and apparatuses. At a minimum any water contemplated by this Agreement to drain from the Subdivision, through the Improvements, and into the Ditch, shall at all times be suitable for agricultural use, including the watering of livestock, be non-hazardous to humans, be non-malodorous and otherwise suitable for its historic uses, and shall be suitable for any other similar uses that the waters may be reasonably put to by the Company's shareholders, now or in the future; and at a minimum such waters shall meet the then current local, state and federal water quality standards for point source discharges into a public waterway in which the waters ultimately may be discharged under the then applicable public waterways classification at such point of discharge. In any event, however, any drainage waters that enter the Ditch from the Subdivision shall at all times be of a water quality that complies with the provisions of any lawful statute, regulation or ordinance of general applicability limiting, regulating or prescribing the quality of water that may be used for agricultural irrigation and any other use or uses that the waters may be put to by the shareholders now or in the future, including modifications thereof, and whether adopted by the State Engineer or any other local, state or federal governmental agency. At least once per year, and at such other times as the Company may reasonably request, Rudolph Farms (at Rudolph Farms' cost), will retain a qualified water quality expert (reasonably selected by the Company) to sample test (to the extent reasonably requested by Company) the drainage waters entering the

Ditch from the Subdivision, to ensure that the water quality standards recited herein are not violated. The results of such sampling and testing will be provided to the Company without cost. Rudolph Farms, its successors and assigns, shall forever hold the Company, its employees, officers and its directors harmless from liability for damage to the Company and its shareholders resulting from Rudolph Farms failure to meet the water quality standards stated in this paragraph 9. To the extent that the Company notifies Rudolph Farms, in writing, of a violation of the water quality standards set forth in this paragraph 9 (or any other breach of Rudolph Farms' obligations pursuant to this Agreement), Rudolph Farms shall have thirty (30) days after receipt of such notice to cure such violation and Rudolph Farms shall have ninety (90) days from and after commencement to complete such cure. Further, Rudolph Farms agrees that in the event any shareholder of the Company or third party brings suit against the Company, its officers, directors or employees, as a result of Rudolph Farms' violation of the water quality standards contained in this Agreement which are not timely cured in accordance with this paragraph 9, Rudolph Farms, its successors and assigns, will indemnify the Company and its officers, directors, and employees for the cost to defend said suit and for any claim for damages.

A. In the event that Rudolph Farms violates the water quality standards recited in this paragraph 9 and does not timely cure such violation, Rudolph Farms shall be liable to the Company for actual damages incurred by the Company, or for liquidated damages in the amount of \$1,000.00 for each day of the violation, whichever is greater. Annually, upon the anniversary date of this Agreement, the amount of liquidated damages shall increase by three percent (3%) to reflect inflation.

B. Notwithstanding the provisions of paragraph A above, the Company may seek judicial or administrative relief or other appropriate remedies and damages. In the event that a court or governmental body requires or orders that the water discharged by Rudolph Farms into the Ditch requires treatment to cure a violation, Rudolph Farms shall effectuate such treatment at its sole expense to meet the terms of this Agreement.

C. In the event that a local, state or federal governmental agency or authority or any court of competent jurisdiction requires Company to obtain, or asserts that Company must obtain or was required to obtain, any permit, authorization, or similar approval to allow the Company to receive historical flows and drainage water pursuant to this Agreement, or for the Company to allow any installation, repair, maintenance or existence of the Improvements, then Rudolph Farms shall obtain such permit, authorization or similar approval on behalf of the Company. The Company shall not be responsible for obtaining, any such permit, authorization or similar approval, however, Company shall fully cooperate with Rudolph Farms in such process. In the event that any administrative, judicial or similar proceeding is brought against the Company, its officers, directors and employees due to the existence or nonexistence of any such permit, approval or similar authorization, Rudolph Farms shall indemnify the Company, its officers, directors, employees and shareholders from any liability or damages, and shall pay the Company's reasonable attorney fees and costs incurred in connection with any such proceeding.

10. Additional Obligations. In addition to its other obligations as set forth in this Agreement, Rudolph Farms hereby covenants and agrees:

A. Rudolph Farms shall not install a fence, nor construct any building within the Premises unless written authorization is first received by the Company; provided, that Company shall not unreasonably withhold, condition, or delay such authorization to the extent that such fence or building is required by the Town or any other applicable governmental authority.

B. Upon completion of the Improvements or other work performed by Rudolph Farms pursuant to this Agreement, Rudolph Farms, to the extent practicable, shall restore the Premises to substantially the condition existing immediately prior to the commencement of such construction, except as necessarily modified to accommodate the Improvements or other such work permitted under this Agreement.

C. In the event the Improvements, or other work performed by Rudolph Farms pursuant to this Agreement, causes settling in the Ditch, Rudolph Farms will upon written notification from Company, promptly restore the Ditch to substantially the condition existing immediately prior to the commencement of such construction, except as necessarily modified to accommodate the Improvements or such other work permitted under this Agreement.

D. Each party shall bear its own costs of any legal services necessary in the preparation and implementation of this Agreement, except as set forth in paragraph 8, above.

11. No Waiver. Failure by either party to enforce any or all provisions of this Agreement at any time does not, and shall not operate as a waiver or estoppel by such party.

12. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

13. No Warranties. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or agreements existing or of record in the Larimer County Clerk and Recorder's Office at the time this Agreement is recorded. The Company makes absolutely no warranties, including warranties of title, in or by this Agreement or any grant herein.

14. Binding Agreement; Runs with the Land. The benefits, burdens and all other provisions contained in this Agreement shall be covenants running with and binding upon the Premises. The benefits, burdens and all other provisions contained in this Agreement shall be binding upon, and inure to the benefit of the Rudolph Farms and the Company, and upon and to their respective heirs, personal representatives, successors and assigns. The Company shall not look to any homeowner for payment of any costs due, or the satisfaction of any obligations hereunder.

15. Recordation. Rudolph Farms shall, at Rudolph Farms' sole cost and expense, cause this Agreement to be recorded in the real property records of Weld County, Colorado. The

installation of the Improvements shall not commence until this Agreement has been recorded and a copy of such recorded Agreement is provided to Company.

16. Notice. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the party to whom notice is to be given, as follows:

If to Company: The Lake Canal Company of Colorado
c/o Fischer, Brown, Bartlett & Gunn, P.C.
Attn: Brent Bartlett
1319 E. Prospect Road
Fort Collins, CO 80525

With a copy to: Lake Canal Company of Colorado
c/o Melissa Buick, Secretary-Treasurer
207 Wildflower Way
Severance, CO 80550

If to Developer: PNE Prospect Road Holdings, LLC
900 Castleton Road, Suite 118
Castle Rock, CO 80109

With a copy to:
Davis Graham & Stubbs, LLP
c/o Chris Kinsman
1550 17th Street, Suite 500
Denver, CO 80202

If to District: Rudolph Farms Metropolitan District No. 6
Tamara K. Seaver, General Counsel
Icenogle Seaver Pogue, P.C.
4724 S. Monaco Street, Suite 360
Denver, CO 80237

Said notice to the Company shall not be effective unless a copy of any notice is also similarly mailed to the Company's registered agent as filed with the Colorado Secretary of State's Office. In the event that the person or entity to whom notice shall be given changes, the other party shall be notified in writing pursuant to this paragraph.

17. Modifications. This Agreement cannot be changed orally, and no agreement will be effective to waive, terminate, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by both parties hereto.

18. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will

nonetheless remain in full force and effect, provided that the invalidity or unenforceability of such provision will not materially adversely affect the benefits accruing to any party hereunder.

19. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

20. No Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Rudolph Farms and Company, and their respective successors and assigns, only and are not for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Agreement.

21. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any paragraph or any subparagraph hereof.

22. Rules of Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by the proper officer and have affixed their seals hereto on the day and year first above written.

RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes

By: _____
 Rudy Byler, President

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this ____ day of, 2024, by Rudy Byler, President, Rudolph Farms Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes.

WITNESS my hand and official seal. _____
 Notary Public
 MY commission expires: _____ {SEAL}

EXHIBIT A

Depiction and Description of the Premises

EXHIBIT B
Construction Plans

DEVELOPMENT COORDINATION AGREEMENT

THIS DEVELOPMENT COORDINATION AGREEMENT (“Agreement”) is made this ____ day of _____ 2024, by and between PNE PROSPECT ROAD HOLDINGS, LLC, a Colorado limited liability company (the “Developer”), and RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, authorized under Title 32 of the Colorado Revised Statutes (hereinafter the “District”).

RECITALS

A. The Developer and District entered into the following agreements with the Lake Canal Company of Colorado (“Lake Canal”) relating to the relocation of a portion of Lake Canal’s ditch within the Rudolph Farms development (the “Development”):

1. Crossing Agreement for Prospect Ridge Drive and Prospect Road, dated _____, 2024;
2. Crossing Agreement for Headgate Replacement, dated _____, 2024;
3. Crossing Agreement for Non-Potable Irrigation Lines, dated _____, 2024;
4. Agreement to Allow Discharge of Historical Drainage into the Lake Canal Ditch, dated _____, 2024;
5. Ditch Realignment Agreement Rudolph Farms Development, dated _____, 2024;
6. Ditch Easement Agreement the Lake Canal Company of Colorado and Rudolph Farms Development, dated _____, 2024; and
7. Ditch Maintenance Agreement Rudolph Farms Development, dated _____, 2024.

The foregoing agreements are collectively referred to herein as the “Lake Canal Agreements.”

B. The Developer and District also entered into the following agreements with the Cache La Poudre Reservoir Company (“Cache”) relating to the construction of improvements for the Development that cross a portion of Cache’s canal:

1. Crossing and Maintenance Agreement by and between the Cache La Poudre Reservoir Company, PNE Prospect Road Holdings, LLC and Rudolph Farms Metropolitan District No. 6, dated _____, 2024; and
2. Agreement and Covenant to Allow Discharge of Stormwater into the Cache La Poudre Inlet Canal, dated _____, 2024.

The foregoing agreements are collectively referred to herein as the “Cache Agreements,” and together with the Lake Canal Agreements, the “Ditch Agreements.”

C. The Developer and District have previously entered into that Integrated Project Delivery Agreement, dated March 21, 2023 (the “IPD”, and together with all Authorization Notice(s) (as defined in the IPD) previously issued or to be issued in the future under the IPD

(collectively, the “IPD Agreement”)) to contract for design, construction, alteration, operation, repair, improvement, demolition, maintenance, or financing, or any combination thereof, of public improvements within the Development.

D. The Developer and District desire to clarify certain terms of the Ditch Agreements, and their attendant rights and obligations, as between the Developer and District, including with respect to the application of the IPD Agreement thereto.

AGREEMENT

NOW, THEREFORE, for the consideration paid and the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **Recitals**. The above recitals are hereby incorporated by reference as if fully set forth herein.
2. **Plan Approvals**. The District shall have the opportunity to review and comment on all plans and specifications (including changes thereto) for any infrastructure, real property, or improvements (including appurtenances thereto) that the District will have responsibility to own or maintain pursuant to the Ditch Agreements (the “Improvements”). The Developer will coordinate with Lake Canal and Cache as necessary to address any such comments as part of the plan preparation and review prior to Lake Canal or Cache approving such plans as final. The District’s review of any such plans shall not constitute an engineering review or supervision and does not affect, release, or limit the Developer from any obligation, responsibility, or liability to conduct such work in accordance with the applicable agreement(s).
3. **Order of Priority**. Nothing in the Ditch Agreements shall be deemed to amend or modify any term of the IPD Agreement, which shall remain in full force and effect and apply to the Improvements. In the event of a conflict between the terms of the IPD Agreement and the Ditch Agreements, the terms of the IPD Agreement shall control as between the District and Developer. For the avoidance of doubt, and solely for illustrative purposes (and not by way of limitation):
 - a. The Developer shall be solely responsible to construct the Improvements required by the Ditch Agreements at its sole cost and expense. The District shall have no obligation to (1) construct or install any Improvements; or (2) make payment to the Developer for work to be performed or Improvements to be constructed by the Developer, except as authorized by and pursuant to the IPD Agreement.
 - b. The District shall have no obligation to accept, alter, maintain, repair, replace, or operate any Improvements unless and until written notice of final acceptance for such Improvements is issued by the District pursuant to the terms of the IPD Agreement. Unless and until the District issues such final acceptance, the Developer shall be solely responsible to own, alter, maintain, repair, replace, and/or operate the Improvements in accordance with the Ditch Agreements and, as

applicable, the IPD Agreement, at Developer's sole cost and expense.

- c. All warranties set forth in the IPD Agreement shall apply in full to the Improvements as provided in the IPD Agreement.
4. **No Joint Obligation.** The obligations set forth in the Ditch Agreements are not joint obligations of the Developer and District. The District shall have no obligation to perform any obligation of the Developer set forth in the Ditch Agreements (or vice versa) notwithstanding any joint reference to the Developer and District therein.
 5. **Indemnification.** The Developer agrees to defend, indemnify, and hold harmless the District and each of its directors, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties, including Lake Canal and Cache ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from or in connection with the following:
 - a. The Developer's construction of (or failure to construct) the Improvements in accordance with the terms of the Ditch Agreements;
 - b. Requests for maintenance of any portion of Lake Canal's ditch or Cache's canal outside of the boundaries of the Development maintenance area as more particularly depicted in Exhibit A attached hereto and incorporated by reference herein (the "Development Maintenance Area");
 - c. The Developer's obligations under the Ditch Agreements, including costs, fees, penalties, or interest owed to Lake Canal and/or Cache thereunder, which shall continue in force unless and until the District has finally accepted all Improvements required thereof in accordance with the terms of the IPD Agreement (including any warranty thereunder);

However, the Developer shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, and agents.

6. **Assignment.** Neither the District nor the Developer may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other party.
7. **Notices.** All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, or (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following

addresses, or such other address as is provided by one party to the other in accordance with this section:

The District:

Rudolph Farms Metropolitan District No. 6
4725 S. Monaco Street, Suite 360
Denver, CO 80237
Attn: Tamara K. Seaver

To the Developer:

PNE Prospect Road Holdings, LLC
900 Castleton Road, Suite 118
Castle Rock, CO 80109

With a copy to:

Davis Graham & Stubbs, LLP
c/o Chris Kinsman
1550 17th Street, Suite 500
Denver, CO 80202

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

8. **Choice of Law.** The parties hereto agree that this Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Colorado, without regard to choice of law rules which would result in the application of any law other than the law of the State of Colorado.
9. **Venue.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the state courts of the State of Colorado.
10. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
11. **Governmental Immunity.** Nothing in this Agreement or in any actions taken by the District pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

12. **Annual Appropriations.** The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder (if any) are subject to annual appropriation.
13. **Binding Agreement.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
14. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.
15. **Counterpart Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
16. **Electronic Signatures.** The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
17. **Agreement Modification.** The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

**PNE PROSPECT ROAD HOLDINGS,
a Colorado limited liability company**

By: PNE Prospect Road Investments, LLC, a
Colorado limited liability company, its
Sole Member

Bryan Byler, Manager

**RUDOLPH FARMS METROPOLITAN
DISTRICT NO. 6**, a quasi-municipal corporation
and political subdivision of the State of Colorado,
authorized under Title 32 of the Colorado Revised
Statutes

By: _____
Michael Kleinman, Secretary/Treasurer

EXHIBIT A

DEVELOPMENT MAINTENANCE AREA

INTEGRATED PROJECT DELIVERY AGREEMENT

AUTHORIZATION NOTICE NO. 3

THIS AUTHORIZATION NOTICE NO. 3 (“**Authorization Notice**”) is given this July 31, 2024, by RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 (“**District**”), in connection with, and upon and subject to the terms and conditions of, that Integrated Project Delivery Agreement between District and PNE Prospect Road Constructors, LLC (“**Contractor**”) dated March 21, 2023 (the “**Master Agreement**”).

Contractor is provided notice as follows:

1. Defined Terms. Initially capitalized terms used and not otherwise defined in this Authorization Notice shall have the meanings given to them in the Master Agreement, which Master Agreement is fully incorporated in this Authorization Notice by this reference.

2. Project Location. The address or general location of the Project is south of the intersection of Interstate 25 and Prospect Road.

3. Contract Documents. Contractor shall perform the Work in compliance with the Contract Documents, which consist of this Authorization Notice (including any Change Orders entered into in connection with this Authorization Notice); the Master Agreement (including the exhibits attached thereto); and the Scope of Work set forth in Exhibit 1 attached hereto.

4. The Work. Contractor shall perform the Work in accordance with the Master Agreement as set forth in the Scope of Work attached as Exhibit 1 (“**Project No. 3**”). Contractor shall perform the Work in compliance with this Authorization Notice and the Master Agreement. **Contractor is not authorized to perform Work on any component beyond that described in Exhibit 1 unless and until Contractor receives from the District a Change Order or separate Authorization Notice for that Work.** The District is not obligated to provide any Change Orders and may, at its sole option, retain others to perform work similar to, or the same as, the Work to be performed by Contractor pursuant to any Change Order issued under this Authorization Notice in addition to or in place of Contractor. Notwithstanding the fact that this Authorization Notice is executed as of the date set forth above, the parties recognize that a portion of the Work may have been performed prior to such date. Irrespective of that fact, all Labor performed and Materials provided by or on behalf of Contractor with respect to the Project to which this Authorization Notice applies shall be governed by the terms and conditions of this Authorization Notice and shall be deemed to be a part of the Work under this Authorization Notice. Contractor shall not be entitled to any compensation for such prior Labor and Materials except as expressly provided in this Authorization Notice and the Master Agreement. Without limiting the foregoing, all of Contractor’s liabilities and obligations to the District under this Authorization Notice and the Master Agreement shall apply to all Labor performed and Materials provided by or on behalf of Contractor prior to the execution of this Authorization Notice, notwithstanding the fact that such Labor or Materials may have been performed or provided prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise, unless such Labor and Materials were (i) not a portion of the Work described in Exhibit 1 attached hereto; and (ii) satisfactorily performed, provided and completed pursuant to a written agreement duly executed

by the District and Contractor prior to the date hereof, in which case the terms and conditions of such written agreement shall govern solely to the extent such Labor and Materials were authorized and satisfactorily performed, provided and completed thereunder.

5. Contract Price. The Contract Price for the Work shall be an amount not to exceed _____ (\$ _____) based upon the quoted prices set forth in Exhibit 2 and shall be paid in accordance with the terms of the Master Agreement. Escalation and delivery charges reflected in Exhibit 1 shall only be payable following prior authorization from the District Engineer pending timely ordering and delivery. The District shall not be liable for any amount in excess of the Contract Price without prior written approval of such amount by the District.

6. Performance Schedule. The Contractor and District acknowledge that the Work for this Authorization Notice has largely already been performed, and the District is awaiting recordation of the Rudolph Farms subdivision plat. The Contractor shall seek substantial acceptance and Final Acceptance of the Work in accordance with Section 5.6 of the Master Agreement following recordation of the Plat (as defined in Exhibit 1). The Contractor and District anticipate Plat recording not later than August 31, 2024.

Rudolph Farms Metropolitan District No. 6

By: Michael Kleinman
 Title: Secretary/Treasurer

EXHIBIT 1 TO AUTHORIZATION NOTICE

SCOPE OF WORK

The Contractor is authorized to perform planning, design, and engineering work related to the public improvements set forth in the Rudolph Farm subdivision plat attached hereto as Exhibit 1.A (the "Plat"), including filing and recording of the Plat to permit those public improvements to be constructed.

EXHIBIT 2 TO AUTHORIZATION NOTICE
CONTRACT PRICE

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

INTEGRATED PROJECT DELIVERY AGREEMENT

AUTHORIZATION NOTICE NO. 3

THIS AUTHORIZATION NOTICE NO. 3 (“**Authorization Notice**”) is given this July 31, 2024, by RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6 (“**District**”), in connection with, and upon and subject to the terms and conditions of, that Integrated Project Delivery Agreement between District and PNE Prospect Road Constructors, LLC (“**Contractor**”) dated March 21, 2023 (the “**Master Agreement**”).

Contractor is provided notice as follows:

1. Defined Terms. Initially capitalized terms used and not otherwise defined in this Authorization Notice shall have the meanings given to them in the Master Agreement, which Master Agreement is fully incorporated in this Authorization Notice by this reference.

2. Project Location. The address or general location of the Project is south of the intersection of Interstate 25 and Prospect Road.

3. Contract Documents. Contractor shall perform the Work in compliance with the Contract Documents, which consist of this Authorization Notice (including any Change Orders entered into in connection with this Authorization Notice); the Master Agreement (including the exhibits attached thereto); and the Scope of Work set forth in Exhibit 1 attached hereto.

4. The Work. Contractor shall perform the Work in accordance with the Master Agreement as set forth in the Scope of Work attached as Exhibit 1 (“**Project No. 3**”). Contractor shall perform the Work in compliance with this Authorization Notice and the Master Agreement. **Contractor is not authorized to perform Work on any component beyond that described in Exhibit 1 unless and until Contractor receives from the District a Change Order or separate Authorization Notice for that Work.** The District is not obligated to provide any Change Orders and may, at its sole option, retain others to perform work similar to, or the same as, the Work to be performed by Contractor pursuant to any Change Order issued under this Authorization Notice in addition to or in place of Contractor. Notwithstanding the fact that this Authorization Notice is executed as of the date set forth above, the parties recognize that a portion of the Work may have been performed prior to such date. Irrespective of that fact, all Labor performed and Materials provided by or on behalf of Contractor with respect to the Project to which this Authorization Notice applies shall be governed by the terms and conditions of this Authorization Notice and shall be deemed to be a part of the Work under this Authorization Notice. Contractor shall not be entitled to any compensation for such prior Labor and Materials except as expressly provided in this Authorization Notice and the Master Agreement. Without limiting the foregoing, all of Contractor’s liabilities and obligations to the District under this Authorization Notice and the Master Agreement shall apply to all Labor performed and Materials provided by or on behalf of Contractor prior to the execution of this Authorization Notice, notwithstanding the fact that such Labor or Materials may have been performed or provided prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings or otherwise, unless such Labor and Materials were (i) not a portion of the Work described in Exhibit 1 attached hereto; and (ii) satisfactorily performed, provided and completed pursuant to a written agreement duly executed

by the District and Contractor prior to the date hereof, in which case the terms and conditions of such written agreement shall govern solely to the extent such Labor and Materials were authorized and satisfactorily performed, provided and completed thereunder. The Contractor may request final acceptance and the release of retainage related to Work only after the City of Fort Collins issues the first permit to the Contractor for the improvements set forth in Exhibit 1.A.

5. Contract Price. The Contract Price for the Work shall be an amount not to exceed One Million Eight Hundred Nineteen Thousand Forty-One Dollars and Five Cents (\$1,819,041.05) based upon the quoted prices set forth in Exhibit 2 and shall be paid in accordance with the terms of the Master Agreement. The District shall not be liable for any amount in excess of the Contract Price without prior written approval of such amount by the District.

6. Performance Schedule. The Contractor and District acknowledge that the Work for this Authorization Notice has largely already been performed, and the District is awaiting recordation of the Rudolph Farms subdivision plat. The Contractor shall seek substantial acceptance and Final Acceptance of the Work in accordance with Section 5.6 of the Master Agreement following recordation of the Plat (as defined in Exhibit 1). The Contractor and District anticipate Plat recording not later than August 31, 2024.

Rudolph Farms Metropolitan District No. 6

By: Michael Kleinman
Title: Secretary/Treasurer

EXHIBIT 1 TO AUTHORIZATION NOTICE

SCOPE OF WORK

The Contractor is authorized to perform planning, design, and engineering work related to the public improvements set forth in the Rudolph Farm subdivision plat attached hereto as Exhibit 1.A (the "Plat"), including filing and recording of the Plat to permit those public improvements to be constructed.

Exhibit 1.A

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

STATEMENT OF OWNERSHIP AND SUBDIVISION:

Know all persons by these presents, that the undersigned owner(s) of the following described land:

Parcels of land situate in the Southwest Quarter of Section Fifteen (15), Township Seven North (T.7N.), Range Sixty-Eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Southwest Quarter of Section 15 as bearing South 89° 38' 43" East with the West Quarter corner of Section 15 being a 1 1/2" aluminum cap on #6 rebar, stamped LMS 17483 and the Center Quarter of Section 15 being a 2" aluminum cap on #6 rebar, stamped PLS 7839, and with all bearings contained herein relative thereto:

COMMENCING at said West Quarter corner of said Section 15:

- THENCE along the North line of the Southwest Quarter, South 89° 38' 43" East a distance of 105.08 feet to POINT OF BEGINNING 1; THENCE continuing along said North line, South 89° 38' 43" East a distance of 2538.13 feet to said Center corner of Section 15; THENCE along the East line of the Southwest Quarter of Section 15, South 09° 05' 39" West a distance of 101.21 feet; THENCE departing said East line, North 76° 39' 58" West a distance of 580.42 feet; THENCE along the arc of a curve concave to the Northwest a distance of 151.65 feet, said curve has a Radius of 642.00 feet, a Delta of 13° 32' 03" and is subtended by a Chord bearing South 53° 20' 22" West a distance of 151.30 feet; THENCE South 60° 06' 24" West a distance of 375.84 feet; THENCE South 09° 06' 51" West a distance of 646.57 feet; THENCE North 54° 53' 09" West a distance of 18.04 feet; THENCE North 76° 19' 16" West a distance of 163.85 feet; THENCE North 84° 59' 16" West a distance of 548.82 feet; THENCE North 67° 52' 16" West a distance of 88.13 feet; THENCE North 58° 48' 19" West a distance of 900.73 feet; THENCE North 09° 11' 37" East a distance of 780.50 feet; THENCE North 22° 40' 37" East a distance of 26.16 feet; THENCE North 09° 11' 48" East a distance of 435.23 feet to POINT OF BEGINNING 1, containing 3,644,899 square feet or 82.99 acres, more or less (s).

AND

COMMENCING at the South Quarter corner of said Section 15:

- THENCE along the South line of the Southwest Quarter, North 89° 29' 24" West a distance of 635.26 feet; THENCE North 09° 01' 10" East a distance of 30.00 feet to the North-right-of-way line of Prospect Road, said point being POINT OF BEGINNING 2; THENCE along said North line, North 89° 29' 24" West a distance of 615.25 feet; THENCE departing said North line, North 01° 11' 48" East a distance of 123.23 feet; THENCE North 46° 06' 09" West a distance of 144.25 feet; THENCE North 01° 44' 47" West a distance of 73.42 feet; THENCE North 89° 59' 00" West a distance of 79.72 feet; THENCE South 29° 01' 13" West a distance of 105.03 feet; THENCE North 89° 51' 32" West a distance of 325.13 feet; THENCE North 83° 51' 42" West a distance of 487.44 feet; THENCE North 01° 41' 33" West a distance of 144.79 feet; THENCE North 22° 11' 31" West a distance of 483.55 feet; THENCE North 15° 29' 40" West a distance of 220.16 feet; THENCE North 09° 11' 12" East a distance of 415.63 feet; THENCE South 54° 47' 42" East a distance of 871.58 feet; THENCE North 67° 51' 42" East a distance of 101.18 feet; THENCE South 84° 58' 42" East a distance of 552.56 feet; THENCE South 76° 18' 42" East a distance of 150.63 feet; THENCE South 54° 57' 42" East a distance of 500.23 feet; THENCE North 09° 01' 10" West a distance of 438.93 feet to POINT OF BEGINNING 2, containing 1,997,882 square feet or 32.09 acres, more or less (s).

Said described parcels contain 5,012,781 square feet or 115.08 acres, more or less.

For themselves and their successors in interest (collectively "Owner") have caused the above described land to be surveyed and subdivided into lots, tracts and streets as shown on this Plat to be known as RUDOLPH FARM (the "Development"), subject to all easements and rights-of-way now of record or existing or indicated on this Plat. The rights and obligations of this Plat shall run with the land.

CERTIFICATE OF DEDICATION:

The Owners do hereby dedicate and convey to the City of Fort Collins, Colorado (hereafter "City"), for public use, forever, a permanent right-of-way for street purposes and the Easements to be laid out and designated on this Plat; provided, however, that (1) acceptance by the City of this dedication of Easements does not impose upon the City a duty to maintain the Easements so dedicated, and (2) acceptance by the City of this dedication of streets does not impose upon the City a duty to maintain streets so dedicated until such time as the provisions of the Maintenance Guarantee have been fully satisfied. The streets dedicated on this Plat are the fee property of the City as provided in Section 31-21-107 C.B.S. The City's rights under the Easements include the right to install, operate, maintain, repair, reconstruct, remove and replace within the Easements public improvements consistent with the intended purpose of the Easements, the right to install, maintain and use gates or any fences that cross the Easements, the right to mark the location of the Easements with suitable markers, and the right to permit other public utilities to exercise these same rights. Owner reserves the right to use the Easements for purposes that do not interfere with the full enjoyment of the rights hereby granted. The City is responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easements, but by acceptance of this dedication, the City does not accept the duty of maintenance of the Easements, or of improvements in the Easements that are not owned by the City. Owner will maintain the surface of the Easements in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

Except as expressly permitted in an approved plan of development or other written agreement with the City, Owner will not install on the Easements, or permit the installation on the Easements, of any building, structure, improvement, fence, retaining wall, sidewalk, tree or other landscaping (other than usual and customary grasses and other ground cover). In the event such obstacles are installed in the Easements, the City has the right to require the Owner to remove such obstacles from the Easements. If Owner does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Owner the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or for any other property to which they are attached.

The rights granted to the City by this Plat inure to the benefit of the City's agents, licensees, permittees and assignors.

OWNER:

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ as _____ of _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

NOTICE
ALL RESPONSIBILITIES AND COSTS OF OPERATION, MAINTENANCE AND RECONSTRUCTION OF THE PRIVATE STREETS AND/OR DRIVES LOCATED ON THE PRIVATE PROPERTY THAT IS THE SUBJECT OF THIS PLAT SHALL BE BORNE BY THE OWNERS OF SAID PROPERTY, EITHER INDIVIDUALLY, OR COLLECTIVELY, THROUGH A PROPERTY OWNERS' ASSOCIATION, IF APPLICABLE. THE CITY OF FORT COLLINS SHALL HAVE NO OBLIGATION OF OPERATION, MAINTENANCE OR RECONSTRUCTION OF SUCH PRIVATE STREETS AND/OR DRIVES NOR SHALL THE CITY HAVE ANY OBLIGATION TO ACCEPT SUCH STREETS AND/OR DRIVES AS PUBLIC STREETS OR DRIVES.

LIENHOLDER:

BY: _____

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____ as _____ of _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

MAINTENANCE GUARANTEE:

The Owner hereby warrants and guarantees to the City, for a period of two (2) years from the date of completion and first acceptance by the City of the improvements warranted hereunder, the full and complete maintenance and repair of the improvements to be constructed in connection with the Development which is the subject of this Plat. This warranty and guarantee is made in accordance with the City Land Use Code and/or the Transitional Land Use Regulations, as applicable. This guarantee applies to the streets and all other appurtenant structures and amenities lying within the rights-of-way, Easements and other public properties, including, without limitation, all curbing, sidewalks, bike paths, drainage pipes, culverts, catch basins, drainage ditches and landscaping. Any maintenance and/or repair required on utilities shall be coordinated with the owning utility company or department.

The Owner shall maintain said improvements in a manner that will assure compliance on a consistent basis with all construction standards, safety requirements and environmental protection regulations of the City. The Owner shall also correct and repair, or cause to be corrected and repaired, all damages to said improvements resulting from development-related or building-related activities. In the event the Owner fails to correct any damages within thirty (30) days after written notice thereof, then said damages may be corrected by the City and all costs and charges billed to and paid by the Owner. The City shall also have any other remedies available to it as authorized by law. Any damages which occurred prior to the end of said two (2) year period and which are unrepaired at the termination of said period shall remain the responsibility of the Owner.

REPAIR GUARANTEE:

In consideration of the approval of this final Plat and other valuable consideration, the Owner does hereby agree to hold the City harmless for a five (5) year period, commencing upon the date of completion and first acceptance by the City of the improvements to be constructed in connection with the development which is the subject of this Plat, from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the property shown herein; and the Owner furthermore commits to make necessary repairs to said public improvements, to include, without limitation, the roads, streets, fills, embankments, ditches, cross pans, sub-drains, culverts, walls and bridges within the rights-of-way, Easements and other public properties, resulting from failures caused by design and/or construction defects. This agreement to hold the City harmless includes defects in materials and workmanship, as well as defects caused by or consisting of settling, trenches, fills or excavations.

Further, the Owner warrants that he/she owns fee simple title to the property shown herein and agrees that the City shall not be liable to the Owner or his/her successors in interest during the warranty period, for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers, and any other matter whatsoever on private property. Any and all monetary liability occasioned through this paragraph shall be the liability of the Owner. I further warrant that I have the right to convey said land according to this Plat.

NOTICE OF OTHER DOCUMENTS:

All persons take notice that the Owner has executed certain documents pertaining to this Development which create certain rights and obligations of the Development, the Owner and/or subsequent Owners of all or portions of the Development site, many of which obligations constitute promises and covenants that, along with the obligations under this Plat, run with the land. The said documents may also be amended from time to time and may include, without limitation, the Development Agreement, Site And Landscape Covenants, Final Site Plan, Final Landscape Plan, and Architectural Elevations, which documents are on file in the office of the clerk of the City and should be closely examined by all persons interested in purchasing any portion of the Development site.

ATTORNEY'S CERTIFICATION

I hereby certify that this Subdivision Plat has been duly executed as required pursuant to Section 2.2.(C)(3)(a) through (f) inclusive of the Land Use Code of the City of Fort Collins and that all persons signing this Subdivision Plat on behalf of a corporation or other entity are duly authorized signatories under the laws of the State of Colorado. This Certification is based upon the records of the Clerk and Recorder of Larimer County, Colorado as of the date of execution of the Plat and other information discovered by me through reasonable inquiry and is limited as authorized by Section 2.2.(C)(3)(f) of the Land Use Code.

Attorney: _____

Address: _____

Registration No.: _____

APPROVED AS TO FORM, CITY ENGINEER

By the City Engineer of the City of Fort Collins, Colorado this ___ day of _____, A.D., 20___.

City Engineer

DIRECTOR OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD SERVICES APPROVAL

By the Director of Community Development and Neighborhood Services the City of Fort Collins, Colorado this ___ day of _____, A.D., 20___.

Director of Community Development and Neighborhood Services

SURVEYOR'S STATEMENT

I, Robert C. Tesseley, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision and that the information as indicated herein was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

For and on behalf of Northern Engineering, Inc.
Robert C. Tesseley, Registered Professional Land Surveyor No. 38470

OWNER/APPLICANT

Bryan Byler
Pacific North Enterprises, LLC
800 Castleton Road, Suite 118
Castle Rock, CO 80109

PLANNER/ LANDSCAPE ARCHITECT

Bill Mahler
North Design
244 N. College Ave. #150
Fort Collins, CO 80524

SITE ENGINEER

Northern Engineering Services, Inc.
Andy Reese
301 North Hovess Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SITE SURVEYOR

Northern Engineering Services, Inc.
Bob Tesseley, PLS
301 North Hovess Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR NOTES:

- 1) The Basis of Bearings is the North line of the Southwest Quarter of Section 15-T7N-R68W as bearing South 89° 38' 43" East (assumed bearing) and monumented as shown on drawing with the West Quarter corner of Section 15 being a 3 1/2" aluminum cap on #6 rebar, stamped LMS 17483 and the Center Quarter of Section 15 being a 2" aluminum cap on #6 rebar, stamped PLS 7839.
2) For all information regarding easements, right-of-way or title of record, Northern Engineering relied upon Title Commitment Order No. FCC25190054, dated September 8, 2011, prepared by Land Title Guarantees Company.
3) The final unit of measurement for this plat is U.S. Survey Feet.
4) Northern Engineering or the Professional Land Surveyor listed herein, does not have the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. Northern Engineering or the Professional Land Surveyor listed herein assumes no responsibility for the mineral rights upon this subject property.
5) A copy of the title commitment and the documents contained therein were provided to the owner, client and attorney listed herein for their use and review.
6) Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown herein with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
7) For easements created by separate document and shown herein refer to record document for specific terms.
8) Easements and other records documents shown or noted herein were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
9) Adjacent property owner information per the Larimer County Land Information Location.
10) Per CRS 38-51-105 (3)(a), (3)(b), (4)(a), (4)(c), & 5, the Developer/Owner of the subdivision plan has the requirement of providing monumentation of the interior corners created by this planning procedure within one year of the effective date of a sales contract. The Surveyor of record of said subdivision plan has only the required responsibility of providing for the on ground monumentation of the external boundary of the subdivision plat.
11) The word "said", "terrace", or "contourification" as shown and used herein is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).
12) The Professional opinion of the Surveyor is not a determination of law, not a matter of fact.

NOTES AT THE REQUEST OF THE CITY OF FORT COLLINS:

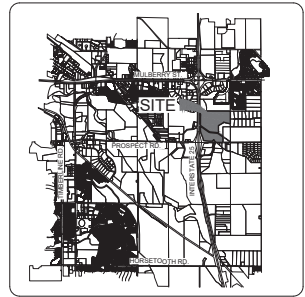
- Notes as requested by the City of Fort Collins and listed herein are being required as a condition of approval by the City of Fort Collins. The notes, as they appear herein, were provided to Northern Engineering by the City of Fort Collins.
• There shall be no private conditions, covenants or restrictions that prohibit or limit the installation of resource conserving equipment or landscaping that are allowed by Sections 12-120 - 12-122 of the City code.
• FLOOD ZONE DESIGNATION: According to FIRM Panel 08069C1003G for Larimer County, effective date 05/02/2012, this tract lies within a FEMA designated Area of Minimal Flood Hazard (Zone X) and Special Flood Hazard Areas (Zone AE).
• Portions of this property are in the FEMA-Designated Boxelder Creek floodplain, floodway, and erosion buffer and must comply with the safety regulations of Chapter 10 of City Municipal Code.

NOTES AT THE REQUEST OF THE CITY OF GREELEY:

- Notes as requested by the City of Greeley and listed herein are being required as a condition of approval by the City of Greeley. The notes, as they appear herein, were provided to Northern Engineering by the City of Greeley.
• ALL EASEMENTS AND RIGHTS-OF-WAY CROSSING THE CITY OF GREELEY EASEMENT ARE SUBJECT TO THE RIGHTS OF SAID CITY OF GREELEY EASEMENT.
• THERE SHALL BE NO PERMANENT STRUCTURES, CONCRETE SLABS, DETENTION PONDS, FENCES, WALLS, TREES, OR OTHER LANDSCAPING OR BERMS GREATER THAN 1 FEET AT MATURE GROWTH AND IF ANY OTHER OBSTRUCTIONS WITHIN THE CITY OF GREELEY EASEMENT. NO COVER SHALL BE REMOVED AND/OR ADDED WITHOUT WRITTEN PERMISSION FROM CITY OF GREELEY WATER ENGINEER.
• THERE SHALL BE NO OTHER UTILITIES WITHIN THE CITY OF GREELEY EASEMENT EXCEPT AT RIGHT ANGLE CROSSINGS AND UNLESS PREVIOUSLY APPROVED BY THE CITY OF GREELEY WATER & SEWER DEPARTMENT. ALL PLANS SHALL BE SUBMITTED DURING THE DESIGN PHASE AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION AND SHALL SHOW POTENTIAL LOCATIONS FOR ALL UTILITIES IN PLAN AND PROFILE VIEW. GREELEY WATER & SEWER WILL ISSUE APPROPRIATE CROSSING APPROVAL.
• IN THE EVENT THAT EXCAVATION IS REQUIRED FOR THE CITY OF GREELEY WATER PIPELINES DUE TO WATER PIPELINE REPAIRS, REPLACEMENT OR OTHER OPERATIONS, THE EXCAVATION WILL BE BACKFILLED SAFELY BUT SURFACE RESTORATION WILL NOT BE DONE BY OR AT THE EXPENSE OF THE CITY OF GREELEY.
• GREELEY WATER PIPELINE LOCATIONS ARE APPROXIMATE. CONTACT THE TRANSMISSION LINE TECHNICIAN AT 970-350-8200 72 HOURS IN ADVANCE OF ANY LOCATE REQUEST OR ANY CONSTRUCTION ACTIVITIES WITHIN THE GREELEY WATER PIPELINE EASEMENT.
• ANY IRRIGATION LINES AND/OR SPRINKLER SYSTEMS LOCATED WITHIN GREELEY EASEMENT REQUIRES CONTRACTOR TO PROVIDE GREELEY A FULL SET OF LANDSCAPING & IRRIGATION/SPRINKLER SYSTEM PLANS FOR REVIEW AND APPROVAL. PLANS TO BE PROVIDED A MINIMUM OF 2 WEEKS PRIOR TO CONSTRUCTION. VALVE BOXES ARE NOT TO BE LOCATED WITHIN GREELEY'S EASEMENT.

NOTES TO BE REMOVED PRIOR TO SURVEYOR FINALIZING SURVEY:

- A. This survey is a draft only. Monuments have not been set or upgraded. Monuments will be set and/or upgraded prior to finalizing and/or recording. See other information deposited herein for reference purposes only.
B. A current title commitment will be provided to the surveyor prior to final submittal.
C. Those areas labeled as "Dedicated by Separate Document" and "TBD" will be revised upon receipt of recorded document.



NORTH VICINITY MAP 1"=5000'

NOTICE: According to Colorado law, you must comment any litigation based upon any defect in this survey within three years after the year in which such defect is discovered. If you have any questions or comments, they must be communicated to me within three years after the date of the certificate above shown hereon.

SECTION 15 TOWNSHIP 7 NORTH RANGE 68 WEST OF THE 6TH P.M.

NORTHERN ENGINEERING SURVEYING / LANDSCAPE ARCHITECTURE

DATE: 6/23/23 PROJECT: RUDOLPH FARM

RUDOLPH FARM CITY OF FORT COLLINS STATE OF COLORADO

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH,
RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



DRAFT
6-23-23
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION



150 0 150 300 450 Feet
(IN U.S. SURVEY FEET)
1 inch = 150 ft.

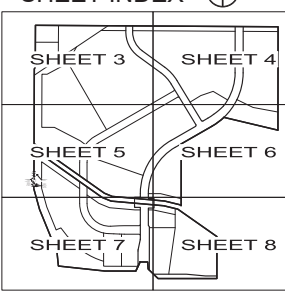
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	54°17'20"	275.00	260.58	S26°42'46"E	250.94
C2	22°31'28"	400.00	176.91	S42°38'48"E	175.77
C3	60°01'30"	275.00	288.11	N30°00'48"E	275.11
C4	89°59'51"	275.00	431.98	N44°59'55"W	388.90
C5	60°05'48"	600.00	620.33	N30°03'38"E	600.88
C6	80°00'00"	600.00	628.32	N30°08'24"E	600.00
C7	53°39'09"	449.29	420.69	S37°20'17"E	405.49
C8	80°01'30"	313.50	328.44	S30°04'49"W	313.53
C9	54°17'20"	310.50	294.21	N26°42'49"W	283.33
C10	22°31'28"	414.50	182.80	N42°38'48"W	181.90
C11	54°17'20"	239.50	226.94	N26°42'49"W	218.54
C12	22°31'28"	485.50	190.89	N42°38'48"W	189.84
C13	7°30'10"	648.00	72.58	S56°18'48"W	72.50
C14	60°05'48"	642.00	673.38	S30°03'38"E	642.94
C16	48°27'29"	642.00	520.65	N23°20'22"E	495.54
C17	80°01'30"	236.50	247.77	N30°00'48"E	236.59
C19	88°29'50"	313.50	484.78	S44°17'57"E	437.99
C20	42°58'49"	389.29	274.68	S42°58'52"E	268.55
C21	36°27'24"	313.50	199.45	S18°13'50"W	196.10
C22	23°34'51"	313.50	128.99	S48°14'20"W	128.09
C23	38°31'43"	658.00	375.53	N19°22'18"E	368.20
C24	28°24'52"	100.00	45.59	S14°12'28"E	45.69
C25	20°38'18"	642.00	231.25	N38°15'12"E	430.93
C26	25°48'41"	642.00	289.40	N13°01'14"E	286.96
C27	14°54'30"	236.50	61.59	N07°27'02"E	61.37
C28	43°09'06"	236.50	186.22	N37°28'17"E	181.49
C29	17°20'07"	642.00	194.24	S08°40'29"W	193.50
C30	42°48'47"	642.00	479.10	S38°43'29"W	468.10
C31	108°08'38"	35.00	48.84	S24°39'27"W	55.56
C32	49°08'28"	165.00	141.52	S53°09'20"W	137.22
C33	38°02'24"	730.00	459.18	S55°49'24"E	451.65
C34	10°32'52"	729.23	134.25	S49°49'28"W	134.06
C35	33°18'48"	120.00	69.70	S45°13'43"W	68.73
C36	28°24'52"	60.00	29.79	N14°12'28"W	29.45
C37	108°08'38"	75.00	138.94	N24°39'27"E	119.91
C38	49°08'28"	125.00	107.21	N53°09'20"E	103.85
C39	32°14'20"	160.00	92.80	N45°12'28"E	91.54
C40	90°00'00"	15.00	23.58	N48°11'33"E	21.21
C41	38°08'52"	70.00	44.12	N24°04'20"W	43.40
C42	17°36'20"	225.00	70.49	N05°00'12"E	70.17
C43	21°08'49"	480.00	250.88	N14°31'48"W	249.56
C44	2°00'40"	365.00	12.82	N24°05'50"W	12.82

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C45	7°31'18"	365.00	48.92	N09°18'42"W	48.89
C46	5°22'27"	918.69	86.17	N09°04'30"W	86.14
C47	12°56'24"	116.34	26.28	N43°42'57"E	26.22
C48	5°15'11"	668.65	99.84	S09°09'23"E	99.60
C49	17°55'12"	315.00	98.52	S15°08'14"E	98.12
C50	20°08'27"	730.00	256.81	S14°11'38"E	255.29
C51	11°54'17"	35.00	7.27	S02°57'44"W	7.26
C52	11°54'17"	35.00	13.51	S02°57'44"W	13.48
C53	90°32'33"	236.50	381.99	N48°16'59"W	341.80
C54	0°19'02"	803.50	27.77	S87°17'56"W	27.77
C55	2°15'40"	1013.50	50.63	S89°34'17"W	50.63
C56	2°15'40"	1013.50	50.63	S89°33'58"E	50.63
C57	1°27'49"	2013.50	51.44	S87°52'00"E	51.43
C58	78°25'14"	313.50	429.09	S30°12'37"E	396.37
C59	10°10'41"	313.50	55.69	S89°30'34"E	55.62
C60	1°14'31"	1013.50	21.97	S87°49'21"E	21.97
C61	1°37'14"	1013.50	28.67	S89°11'13"E	28.66
C62	7°59'29"	558.00	77.83	S34°39'27"W	77.76
C63	30°32'14"	558.00	297.40	S12°23'21"W	293.89
C64	53°43'41"	454.20	425.97	S37°20'18"E	418.54
C65	44°47'07"	364.20	283.98	S41°48'58"E	276.84
C66	37°10'32"	50.00	33.74	S71°04'44"E	33.15
C67	7°12'47"	449.29	56.59	S54°14'37"E	56.52
C68	7°43'02"	1784.00	240.29	S54°12'54"E	240.11
C69	10°12'24"	252.00	44.89	S52°58'13"E	44.83
C70	3°37'02"	203.00	12.82	S48°03'07"E	12.81
C71	14°44'27"	193.00	22.70	S44°29'07"E	22.69
C72	10°12'24"	242.00	43.11	S52°58'13"E	43.00
C73	7°42'37"	1794.00	243.42	S54°13'50"E	241.24
C74	37°10'32"	42.00	27.20	S71°04'44"E	26.78
C75	32°48'19"	366.00	226.73	S73°38'19"E	223.65
C76	13°32'03"	642.00	151.65	S53°30'22"W	151.30
C77	11°28'14"	193.00	38.64	S51°30'52"E	38.57
C78	18°08'34"	439.00	123.43	S52°49'12"E	123.02
C79	36°53'19"	59.00	58.58	S33°29'59"E	58.20
C80	28°09'44"	537.00	84.87	S30°28'05"E	83.39
C81	80°55'20"	15.00	21.16	S40°13'46"E	19.47
C82	13°40'37"	465.00	118.09	S83°09'21"W	117.81
C83	56°53'19"	49.00	48.65	S33°29'59"E	48.68
C84	18°08'34"	449.00	126.24	S53°49'12"E	125.83
C85	11°28'14"	183.00	36.84	S51°30'52"E	36.57
C86	32°48'19"	366.00	221.01	S73°38'19"E	218.00

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.04	N54°53'09"W
L2	22.37	N01°13'48"E
L3	144.25	N48°06'09"W
L4	73.30	N03°44'47"W
L5	79.72	N89°59'00"W
L6	105.69	S25°01'13"W
L7	63.87	S00°25'53"W
L8	63.78	N89°59'00"E
L9	63.87	N00°25'53"E
L10	13.97	S14°20'46"W
L11	14.31	S70°39'14"E
L12	13.96	S14°23'10"W
L13	14.32	N70°39'50"W
L14	61.04	S00°00'24"W
L15	14.14	S42°00'23"W
L16	14.14	S44°59'37"E
L17	16.09	N49°59'11"W
L18	17.13	N00°00'36"E
L19	36.26	S00°00'36"W
L20	58.76	N00°00'36"E
L21	14.68	S03°49'41"E
L22	1.97	S00°00'00"E
L23	1.72	N00°00'00"E
L24	18.74	S04°50'50"E
L25	145.04	S71°16'28"E
L26	494.39	S74°59'18"E
L27	157.23	S71°16'28"E
L28	15.16	S03°49'41"E
L29	71.36	S03°49'41"E
L30	148.85	S49°00'00"E
L31	142.50	S71°16'28"E
L32	24.68	N00°01'14"E
L33	9.81	N89°59'13"W
L34	494.34	S74°59'18"E
L35	157.90	S71°16'28"E
L36	15.16	S03°49'41"E
L37	28.49	N13°59'08"E
L38	71.96	N00°00'00"E
L39	153.00	S52°49'28"E
L40	66.20	S53°49'24"E
L41	32.37	S04°50'10"E
L42	162.33	N89°19'17"W
L43	32.79	S04°59'10"E
L44	43.68	S89°59'02"E
L45	134.69	N89°57'32"E
L46	44.07	N00°00'00"E
L47	60.00	S89°48'48"E
L48	60.00	S00°11'12"W
L49	60.00	N89°48'48"W
L50	124.69	N89°57'32"E
L51	49.89	S89°59'02"E
L52	15.94	N00°01'00"E
L53	15.00	N89°59'00"W
L54	15.94	S00°01'00"W
L55	15.00	S00°01'00"W
L56	15.00	N89°59'24"W
L57	15.00	S00°01'00"W
L58	97.68	N54°47'42"W
L59	153.68	S52°49'28"E
L60	161.94	N03°57'23"W
L61	82.11	S03°57'23"E
L62	30.00	N89°48'48"W
L63	71.96	N00°00'00"E

LAND USE TABLE				OWNED & MAINTAINED BY
PARCEL	AREA	PERCENT	USE	
TRACT A	42.585 S.F.	0.08 A.C.	Open Space	Property Owner
TRACT B	61.418 S.F.	0.12 A.C.	Open Space	Property Owner
TRACT C	20.281 S.F.	0.47 A.C.	Open Space	Property Owner
TRACT D	47.452 S.F.	0.10 A.C.	Open Space/Estimate	Property Owner
TRACT E	39.289 S.F.	0.09 A.C.	Drainage Easement	Property Owner
TRACT F	151.177 S.F.	0.35 A.C.	Drainage Easement	Property Owner
TRACT G	251.744 S.F.	0.58 A.C.	Drainage Easement	Property Owner
TRACT H	151.165 S.F.	0.35 A.C.	Drainage Easement	Property Owner
TRACT I	189.417 S.F.	0.44 A.C.	Drainage Easement	Property Owner
TRACT J	22.223 S.F.	0.53 A.C.	Drainage Easement	Property Owner
TRACT K	53.601 S.F.	1.23 A.C.	Drainage Easement	Property Owner
TRACT L	66.238 S.F.	1.37 A.C.	Drainage Easement	Property Owner
TRACT M	69.988 S.F.	1.51 A.C.	Drainage Easement	Property Owner
TRACT N	18.250 S.F.	0.42 A.C.	Drainage Easement	Property Owner
TRACT P	196.759 S.F.	0.45 A.C.	Utility, Drainage, Access & Emergency Access Easement	Property Owner
TRACT Q	78.788 S.F.	1.76 A.C.	Utility, Drainage, Access & Emergency Access Easement	Property Owner
TRACT R	333.300 S.F.	0.76 A.C.	Open Space	Property Owner
ROW	371.721 S.F.	0.83 A.C.	Public Right of Way	City of Fort Collins
TOTAL	5,672.781 S.F.	119.88 A.C.		

SHEET INDEX



PRELIMINARY
For information only. Not for construction.
Robert C. Dandy
Colorado Registered Professional Land Surveyor No. 38470

NOTICE:
According to Colorado law, you must comment on any legal action based upon any defect in this survey within three years after the year in which such action is commenced. No action may be commenced more than three years after the date of the certificate shown hereon.

SECTION:
Township: _____
Range: _____
68 W of the 6th P.M.

NORTHERN ENGINEERING
SURVEY | MUNICIPAL | LAND DEVELOPMENT

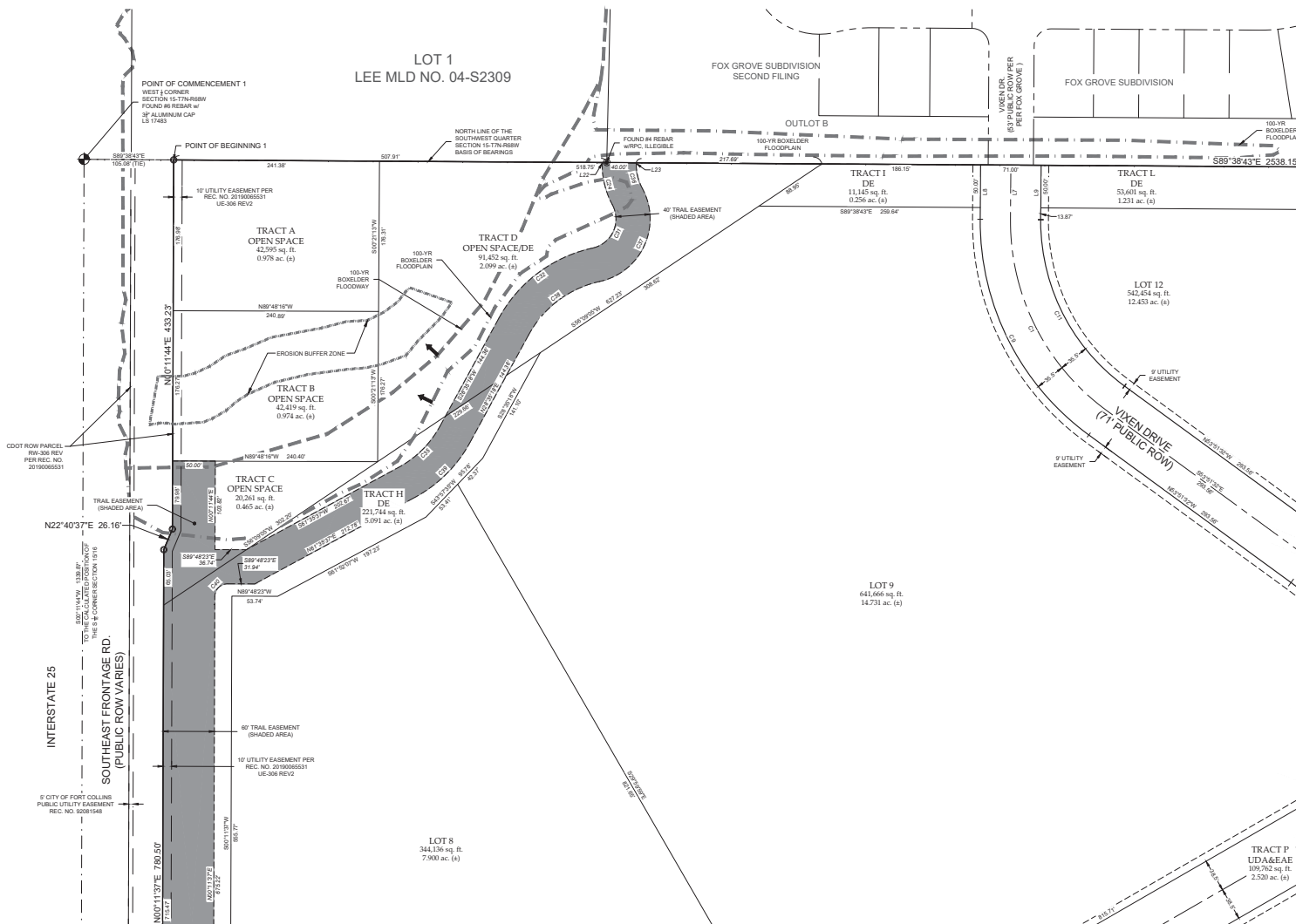
DATE: 6/23/23
PROJECT: RUDOLPH FARM
PROJECT NO.: 24-100
DRAWN BY: R. Tandy
CHECKED BY: L. Smith

RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
2
Of 8 Sheets

RUDOLPH FARM

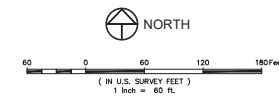
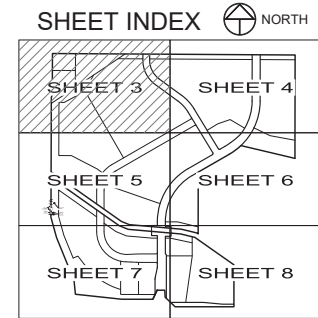
TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



SEE SHEET 5

LEGEND	
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
○	SET 1" x 1/4" REBAR w/1" BLUE PLASTIC CAP (P.L.S. 3487)
⊙	FOUND PROPERTY CORNER AS DESCRIBED
⊙	FOUND SECTION CORNER AS DESCRIBED
○	CALCULATED POSITION ONLY
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
DAE	DRAINAGE & ACCESS EASEMENT
LID&EAE	UTILITY, DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
(M)	MEASURED BEARING/DISTANCE
(R)	RECORDED BEARING/DISTANCE
ROW	RIGHT-OF-WAY
OPC	ORANGE PLASTIC CAP
RWC	RED PLASTIC CAP
CDOT	COLORADO DEPT. OF TRANSPORTATION
LCR	LARIMER COUNTY ROAD

SEE SHEET 4



DRAFT

6-23-23

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY

For use only by Northern Engineering Services, Inc.
Robert C. Tenney
Colorado Registered Professional Land Surveyor No. 39470

NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after the date of the survey or be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 15
TOWNSHIP: 7 N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT

4000 West 10th Avenue, Suite 100, Fort Collins, CO 80521
Phone: 970.226.1111 | Fax: 970.226.1112 | Email: info@northerneng.com

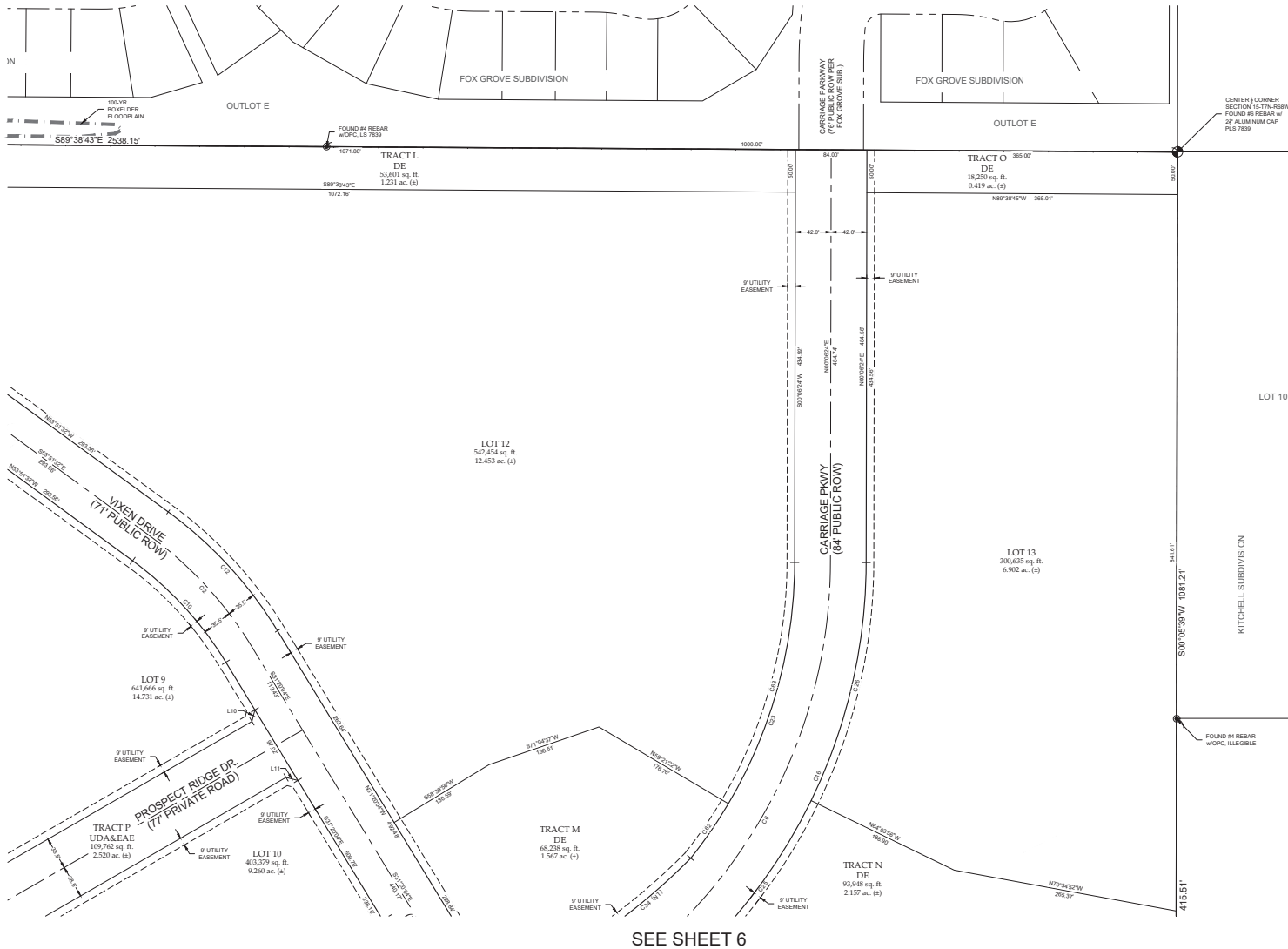
DATE: 6/23/23
PROJECT: Rudolph Farm
PROJECT NO.: 2019006531
DRAWN BY: R. Tenney
CHECKED BY: L. Smith

RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

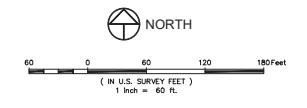
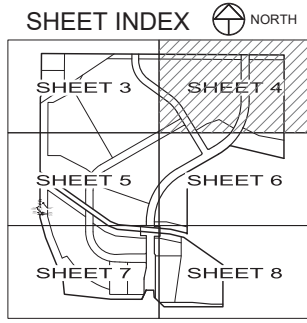
Sheet
3
Of 8 Sheets

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND	
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
○	SET 1" #4 REBAR w/1" BLUE PLASTIC CAP P.L.#3878
⊙	FOUND PROPERTY CORNER AS DESCRIBED
⊙	FOUND SECTION CORNER AS DESCRIBED
○	CALCULATED POSITION ONLY
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
DAE	DRAINAGE & ACCESS EASEMENT
UDAA&E	UTILITY, DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
(M)	MEASURED BEARING/DISTANCE
(R)	RECORDED BEARING/DISTANCE
ROW	RIGHT-OF-WAY
OPC	ORANGE PLASTIC CAP
RPC	RED PLASTIC CAP
CDOT	COLORADO DEPT. OF TRANSPORTATION
LCR	LARIMER COUNTY ROAD



DRAFT

6-23-23

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY
For all other details, contact Northern Engineering Services, Inc.
Robert C. Tandy
Colorado Registered Professional Land Surveyor No. 38439

NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect, or three years after the date of the certificate shown hereon, whichever is later.

SECTION: 15
TOWNSHIP: 7 N
RANGE: 68 W of the 6th PM

NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT

DATE: 6/23/23
PROJECT: Rudolph Farm
PROJECT: North
DRAWN BY: R. Tandy
CHECKED BY: L. Smith

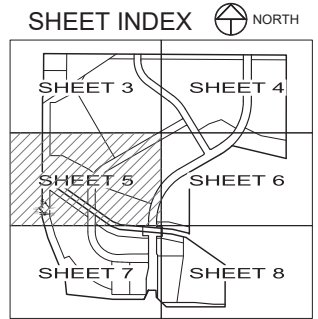
RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
4
Of 8 Sheets

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH,
RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

SEE SHEET 3



LEGEND	
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	SET 18" REBAR W/IT BLUE PLASTIC CAP, PLS 38470
	FOUND PROPERTY CORNER AS DESCRIBED
	FOUND SECTION CORNER AS DESCRIBED
	CALCULATED POSITION ONLY
	UTILITY EASEMENT
	DRAINAGE EASEMENT
	AE ACCESS EASEMENT
	DAE DRAINAGE & ACCESS EASEMENT
	UDA&AE UTILITY, DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
	MEASURED BEARING/DISTANCE
	HI HI RECORDED BEARING/DISTANCE
	ROW ROW RIGHT-OF-WAY
	OPC ORANGE PLASTIC CAP
	RPC RED PLASTIC CAP
	CDOT COLORADO DEPT. OF TRANSPORTATION
	LCR LARIMER COUNTY ROAD



DRAFT

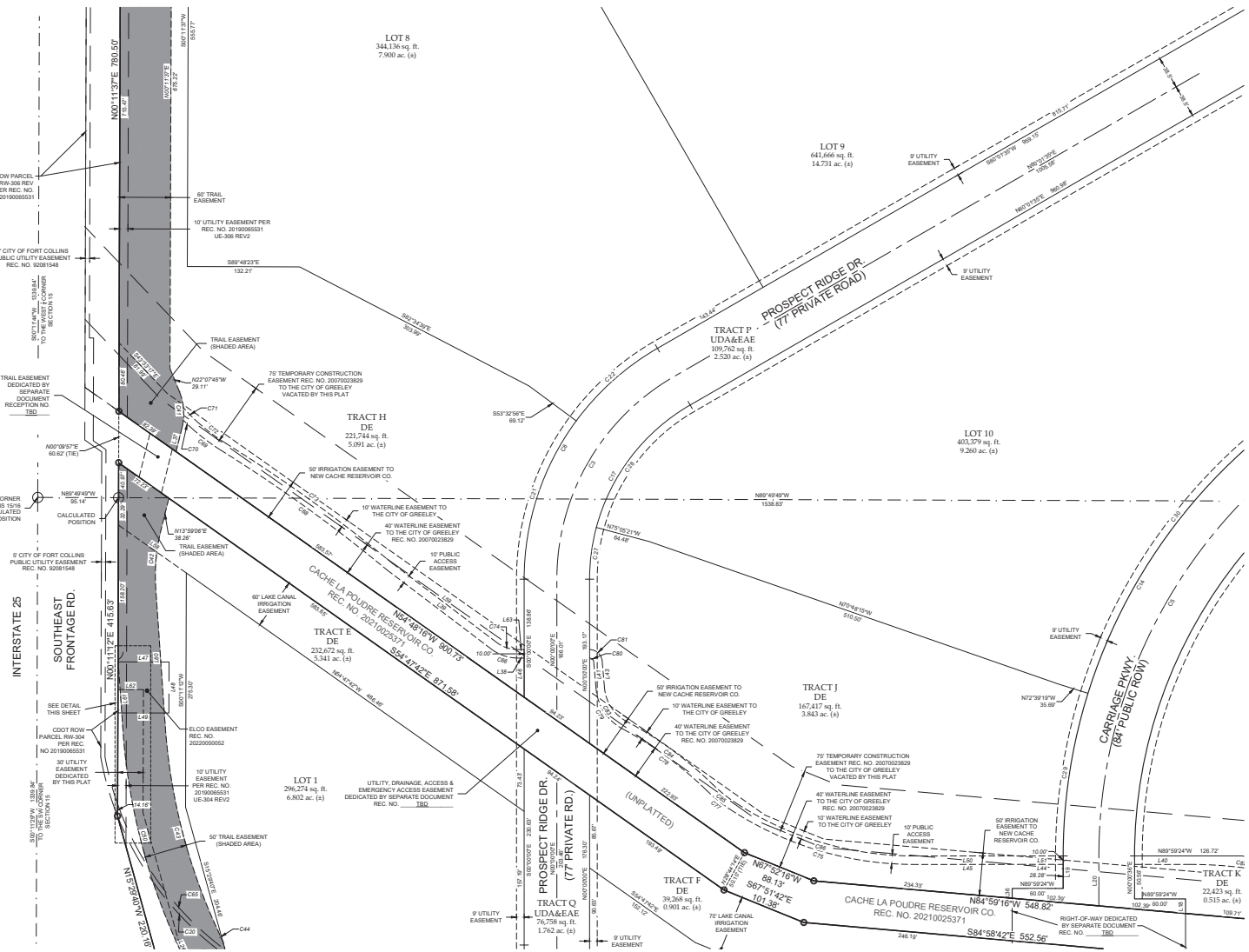
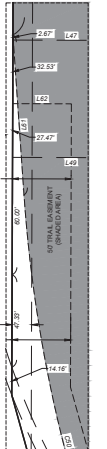
6-23-23

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY

For Further Information, Contact: Engineering Services, Inc.
Robert C. Dandy
Colorado Registered Professional Land Surveyor No. 38470

DETAIL 1"=30'



SEE SHEET 7

SEE SHEET 6

NOTICE: This Colorado law requires that you must comment any legal action based upon any defect in this survey within three years after the date of the survey. If you do not comment within three years after the date of the survey, you will be deemed to have accepted the survey as correct. The date of the certificate shall be the date of the survey.

SECTION: 15
TOWNSHIP: 7 N
RANGE: 68 W of the 6th P.M.

NORTHERN ENGINEERING

SURVEYING | MUNICIPAL | LAND DEVELOPMENT

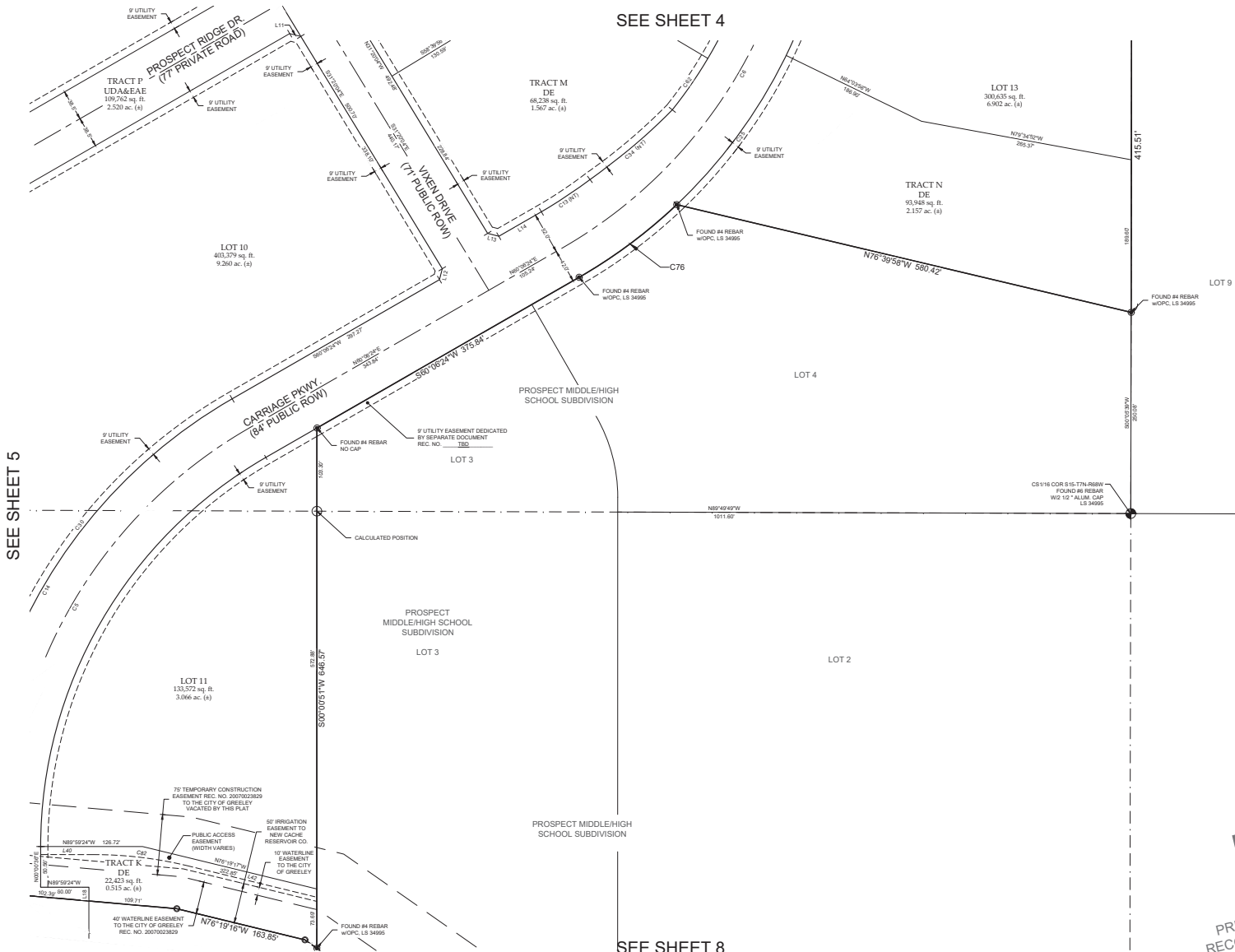
DATE: 6/23/23
PROJECT: Rudolph Farm
PROJECT: North
DRAWN BY: R. Dandy
CHECKED BY: R. Dandy
SCALE: As Shown

RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
5
Of 8 Sheets

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

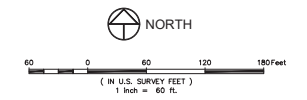
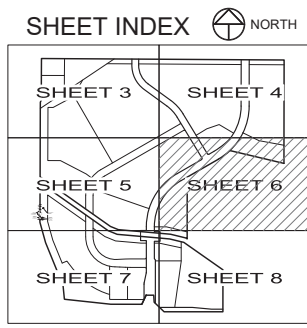


SEE SHEET 4

SEE SHEET 5

SEE SHEET 8

LEGEND	
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
○	SET 1" #4 REBAR w/1" BLUE PLASTIC CAP PLS. 38475
●	FOUND PROPERTY CORNER AS DESCRIBED
○	FOUND SECTION CORNER AS DESCRIBED
○	CALCULATED POSITION ONLY
---	UTILITY EASEMENT
---	DRAINAGE EASEMENT
---	AE ACCESS EASEMENT
---	DAE DRAINAGE & ACCESS EASEMENT
---	UDAAE UTILITY, DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
---	(M) MEASURED BEARING/DISTANCE
---	(R) RECORDED BEARING/DISTANCE
---	ROW RIGHT-OF-WAY
---	OPC ORANGE PLASTIC CAP
---	RPC RED PLASTIC CAP
---	CDOT COLORADO DEPT. OF TRANSPORTATION
---	LCR LARIMER COUNTY ROAD
---	NT NON-TANGENT



DRAFT

6-23-23

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY
For and on behalf of Northern Engineering Services, Inc.
Robert C. Stanley
Colorado Registered Professional Land Surveyor No. 38475

NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after the date of the survey or be commenced more than three years after the date of the certificate shown hereon.

SECTION: 15
TOWNSHIP: 7 N
RANGE: 68 W of the 6th PM

DATE: 6/23/23
PROJECT: Rudolph Farm
PROJECT: North
DRAWN BY: Robert C. Stanley
CHECKED BY: Robert C. Stanley
L.S. 38475

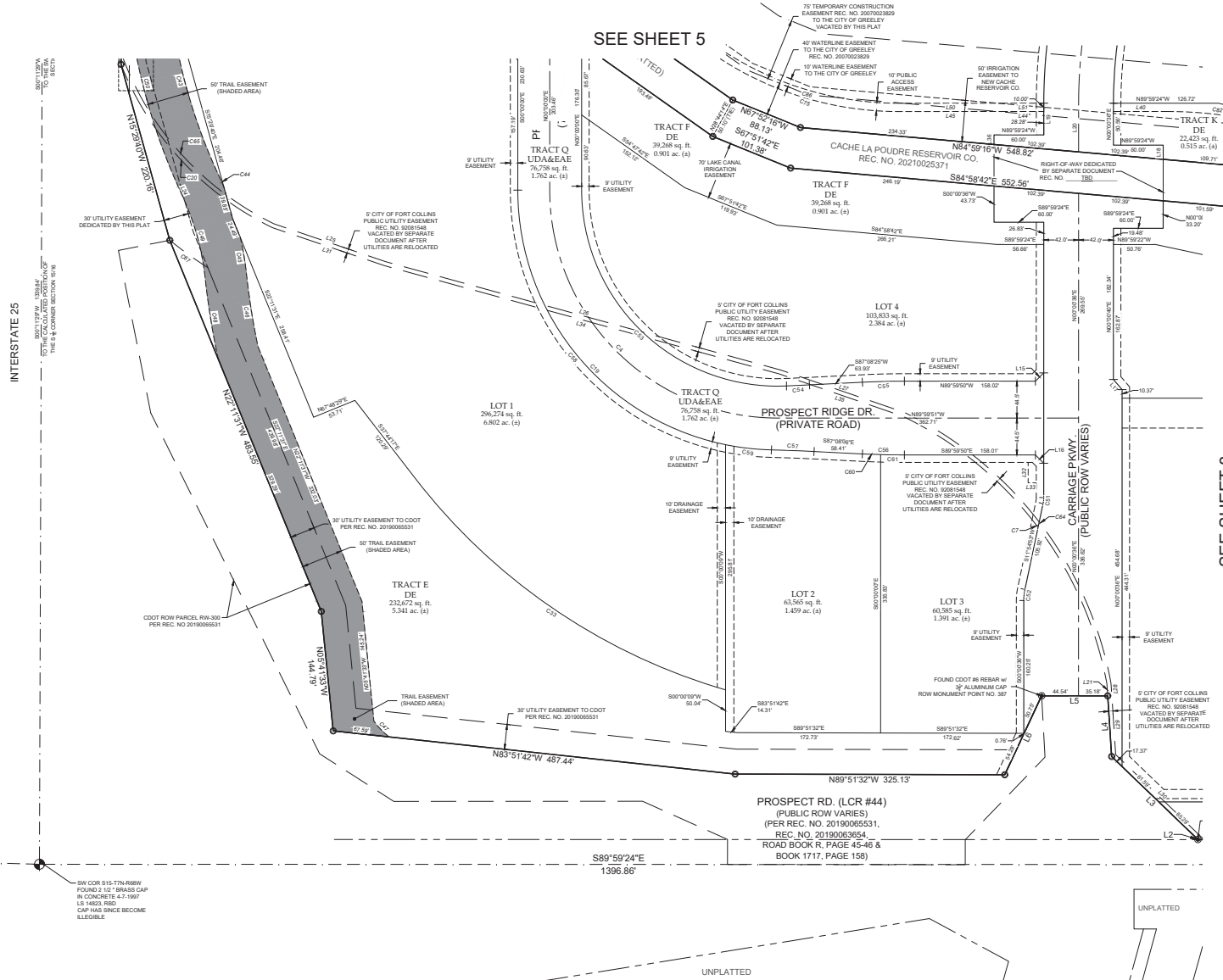
NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT

RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
6
Of 8 Sheets

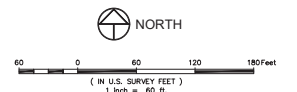
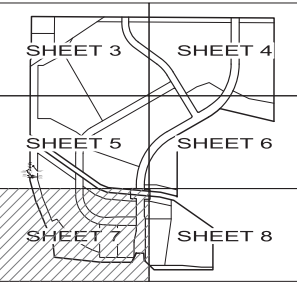
RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND	
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
○	SET 1" x 4" REBAR w/ 1" BLUE PLASTIC CAP P.L.#347
●	FOUND PROPERTY CORNER AS DESCRIBED
○	FOUND SECTION CORNER AS DESCRIBED
○	CALCULATED POSITION ONLY
LE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
DAE	DRAINAGE & ACCESS EASEMENT
UD&AE	UTILITY DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
(M)	MEASURED BEARING/DISTANCE
(R)	RECORDED BEARING/DISTANCE
ROW	RIGHT-OF-WAY
OPC	ORANGE PLASTIC CAP
RPC	RED PLASTIC CAP
CDOT	COLORADO DEPT. OF TRANSPORTATION
LCR	LARIMER COUNTY ROAD

SHEET INDEX NORTH



DRAFT

6-23-23

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY

For all other details contact Engineering Services, Inc.
Robert C. Stanley
Colorado Registered Professional Land Surveyor No. 38470

NOTICE: According to Colorado law, you must comment any legal action based upon any defect in this survey within three years after the year in which such survey is recorded. This notice is being published to inform you of this requirement. The time for commencing any such action shall begin to run on the date of the recording of this survey.

SECTION: 15
TOWNSHIP: 7 North
RANGE: 68 West of the 6th P.M.

NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT

1000 14th Street, Suite 100, Fort Collins, CO 80504
Phone: 970.226.8888 | Fax: 970.226.8889 | Email: info@northerneng.com

DATE: 6/23/23
PROJECT: Rudolph Farm
SUBJECT: North
DRAWN BY: D. Thompson
CHECKED BY: R. Stanley
SCALE: As Shown

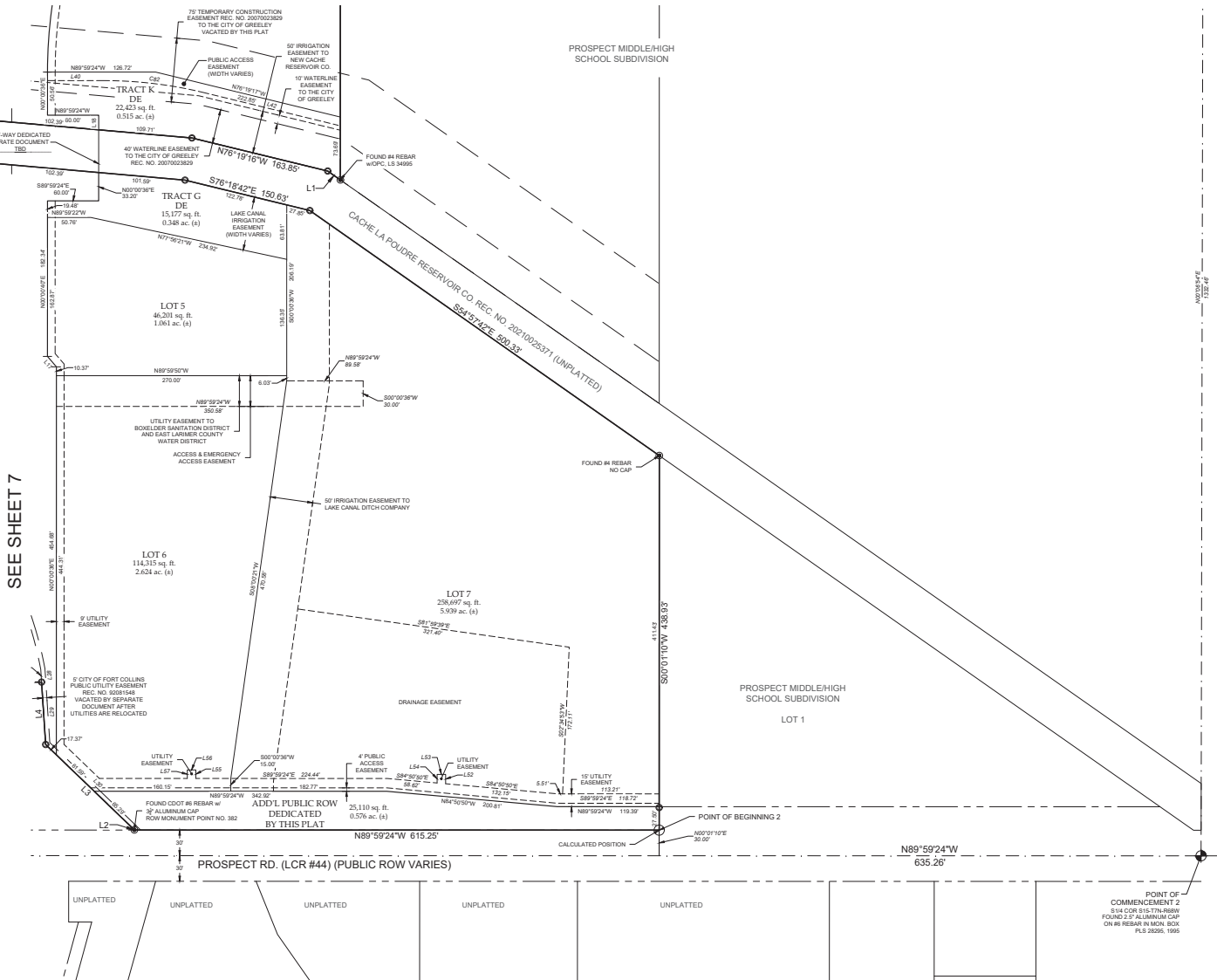
RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
7
Of 8 Sheets

RUDOLPH FARM

TRACTS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH,
RANGE 68 WEST OF THE 6TH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO

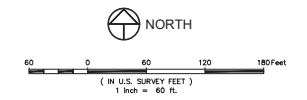
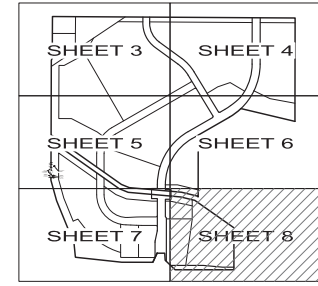
SEE SHEET 6



SEE SHEET 7

LEGEND	
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY
---	BOUNDARY LINE
---	LOT LINE
---	SECTION LINE
○	SET 1" x 1/4" REBAR w/1" BLUE PLASTIC CAP PLS 38470
⊙	FOUND PROPERTY CORNER AS DESCRIBED
⊙	FOUND SECTION CORNER AS DESCRIBED
○	CALCULATED POSITION ONLY
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
DAE	DRAINAGE & ACCESS EASEMENT
UDAAEA	UTILITY, DRAINAGE, ACCESS & EMERGENCY ACCESS EASEMENT
(M)	MEASURED BEARING/DISTANCE
(R)	RECORDED BEARING/DISTANCE
ROW	RIGHT-OF-WAY
OPC	ORANGE PLASTIC CAP
RWC	RED PLASTIC CAP
CDOT	COLORADO DEPT. OF TRANSPORTATION
LCR	LARIMER COUNTY ROAD

SHEET INDEX



DRAFT
6-23-23
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY
For use only by Northern Engineering Services, Inc.
Robert C. Doolittle
Colorado Registered Professional Land Surveyor No. 38470

NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after the year in which such defect is discovered. If you do not commence such legal action within the three-year period, you will be deemed to have accepted this survey as correct. The statute of limitations for such action is three years from the date of the certificate shown herein.

SECTION:
15
TOWNSHIP:
7 N
RANGE:
68 W of the 6th PM

NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT
1400 13th St., Suite 100
Fort Collins, CO 80504
970.226.1111
www.northerneng.com

DATE: 6/23/23
PROJECT: Rudolph Farm
PROJECT: North
DRAWN BY: R. Truitt
CHECKED BY: L. Smith

RUDOLPH FARM
CITY OF FORT COLLINS
STATE OF COLORADO

Sheet
8
Of 8 Sheets

EXHIBIT 2 TO AUTHORIZATION NOTICE

CONTRACT PRICE

DESCRIPTION	SG QTY	SG UNIT	SG UNIT \$	SG TOTAL	NOTES
HARD COSTS					
PNE Prospect Road Holdings - Task II - 7.28.24					
Cache La Poudre Agreements				\$ 128,000.00	
Davis Graham and Stubbs				\$ 181,013.50	
Hines, Inc - Engineering				\$ 76,095.00	
Kimley Horn				\$ 148,758.80	
Norris Design				\$ 130,014.76	
Northern Engineering				\$ 210,882.44	
SWCA				\$ 41,273.25	
City of Ft Collins				\$ 264,980.19	
North Atlantic				\$ 168,000.00	
Galway				\$ 25,507.50	
Lake Canal				\$ 68,300.00	
Ensolum				\$ 19,246.70	
Infinity				\$ 137,200.00	
WSP				\$ 4,820.50	
Subtotal				\$ 1,604,092.64	
Total Hard Costs -->				\$ 1,604,092.64	
CONSTRUCTION MANAGEMENT					
Construction Project Management	8.00%	LS		\$ 128,327.41	
Total Construction Project Management -->				\$ 128,327.41	
Total Hard Costs + Construction Project Management -->				\$ 1,732,420.05	
Total Costs					
Total Hard Costs, Construction Management -->				\$ 1,732,420.05	
PROGRAM MANAGEMENT					
Program Management	5.00%	LS		\$ 86,621.00	% of Total Hard Costs
Total Program Management -->				\$ 86,621.00	
Total Project -->				\$ 1,819,041.05	

FORM OF APPLICATION FOR PAYMENT

	TO DISTRICT: Rudolph Farms Metropolitan District No. 6	
INTEGRATED PROJECT DELIVERY AGREEMENT	AUTHORIZATION NOTICE NO. 3 APPLICATION NO: 1	Distribution To:
Rudolph Farms NE Corner I-25 and Prospect Fort Collins, CO	PERIOD TO: July 31, 2024 PROJECT NO:	_____ District _____ _____

CONTRACTOR’S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Agreement. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT PRICE – Authorization Notice No. 3	NTE \$1,819,041.05*
2.	TOTAL NET CHANGES BY CHANGE ORDERS	\$ 0
3.	CONTRACT PRICE TO DATE (Lines 1 + 2)	\$ 1,819,041.05
4.	TOTAL COMPLETED & STORED TO DATE	\$ 1,819,041.05
5.	RETAINAGE a. 5% of Completed Work	\$ 90,952.05
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 1,931,969.89
7.	LESS PREVIOUS APPLICATIONS FOR PAYMENT (Line 6 from prior Application for Payment)	\$ 0
8.	CURRENT PAYMENT DUE	\$ 1,728,089.00
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 90,952.05

* Subject to Restricted Fund Releases

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by the District		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the District, and that current payment shown herein is now due. The undersigned Contractor further certifies that the Work covered by this Application for Payment was (indicate applicable percentage of Work):

Fully Self-Performed by Contractor: _____

Performed in full or part by subcontractors: _____
(Invoices and lien waiver for which are attached hereto)

PNE PROSPECT ROAD CONSTRUCTORS, LLC:

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations made at least two times per week in accordance with the Agreement and the data comprising this application, the Project Engineer certifies to the District that to the best of the Project Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. The Project Engineer certifies that in its professional opinion the amounts approved in this Pay Application represent costs of public improvements. The Project Engineer understands the real property underlying the public improvements will either be deeded to, or an easement granted in favor of, the District or another public entity for ongoing operation and maintenance in accordance with the terms of the Agreement.

AMOUNT CERTIFIED \$ 1,819,041.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified).

PROJECT ENGINEER:

By: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Contractor under the Agreement.