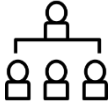


Water and Sewer Board

Special Meeting

City Council Chambers – City Center South



1001 11th Ave September 3, 2026 at 10:30 a.m.



Regular meetings of the Water and Sewer Board are held **in person** on the 3rd Wednesday of each month in the City Council Chambers, 1001 11th Avenue, Greeley, Colorado.



Written comments may be submitted by US mail or dropped off at the Water and Sewer office located at 1001 11th Avenue, 2nd Floor, Greeley, CO 80631 or emailed to wsadmin@greeleygov.com. All written comments must be received by 10:00 a.m. on the date of the meeting.



Meeting agendas and minutes are available on the City's meeting portal at <https://greeleyco.portal.civicclerk.com>

IMPORTANT – PLEASE NOTE

This meeting is scheduled as an **in-person session only**. If COVID, weather, or other conditions beyond the control of the City dictate, the meeting will be conducted virtually a notice will be posted on the City's CivicClerk meeting portal by 8:00 a.m. on the date of the meeting (<https://greeleyco.portal.civicclerk.com/>).

In the event it becomes necessary for a meeting to be held virtually, use the link below to join the meeting via Zoom. <https://greeleygov.zoom.us/j/88539429975>

For more information about this meeting or to request reasonable accommodations, contact the administrative team at 970-350-9801 or by email at wsadmin@greeleygov.com





Water & Sewer Board

September 3, 2026 at 10:30 am

1001 11th Avenue, City Center South, Greeley, CO 80631

Agenda

1. Roll Call: _____ Chairman Harold Evans _____ Vice Chairman Mick Todd
 _____ Ms. Cheri Witt-Brown _____ Mr. Fred Otis
 _____ Mr. Joe Murphy _____ Mr. Tony Miller
 _____ Mr. Matt Anderson _____ Mayor Dale Hall
 _____ Mr. Brian McBroom _____ Mr. Kirk Jones
2. Approval of the Agenda
3. Executive Session
 - a. Request for Legal Advice Related to Proposed Extraterritorial Service Agreement
4. Approval of Interim Water Service Agreement for Global AI
5. Adjournment



If, to effectively and fully participate in this meeting, you require an auxiliary aid or other assistance related to a disability, please contact the Water and Sewer Department administrative staff at 970-350-9801 or wsadmin@greeleygov.com



Agenda Summary

September 3, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Request for Legal Advice Related to Proposed Extraterritorial Service Agreement

Summary:

The City of Greeley periodically considers extraterritorial water and/or wastewater services agreements in advance of annexations. The specific terms upon which service would be extended, including the timing and payment of plant investment fees, system development charges, raw water dedication requirements, other consideration, and other key terms or conditions precedent for service are generally negotiated as part of an outside-city water agreement.

In response to a request for outside city water services, the key staff and legal counsel request an executive session to provide the Water & Sewer Board with legal advice and seek Board direction to negotiators relative to the Interim Water Service Agreement that would bridge from the termination of the Carestream 2nd Amendment and the March 2028 deadline for annexation.

Recommended Action:

Informational Only

Recommended Motion:

Informational Only

Attachments:

None



Agenda Summary

September 3, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Approval of Interim Water Service Agreement with Global AI

Summary:

The Global AI LLC property northwest of Greeley has requested interim water service while they are taking steps to annex the property to the City. The proposed Interim Water Service Agreement for interim water is tied to the mutually executed Pre-Annexation Agreement that obligates the property owner to annex to Greeley under specific terms and conditions. The specific terms upon which temporary water service would be extended, including the irrevocable dedication of irrigation company shares, timing and payment of plant investment fees, system development charges, raw water dedication requirements, interim outside city water service volumetric rates, and other key terms and conditions precedent for service have been defined in this outside-city water agreement.

Such agreements can be customary for properties committing to annexation but requiring water service in advance of full annexation. With the terms and conditions guiding the obligation to annex, and the remedies provided for failure to annex, the staff recommend approval of the interim water service agreement for Global AI.

Recommended Action:

Staff recommend approval of the agreement in the form enclosed and a delegation of authority to the Board Chair and Director to approve minor revisions to the agreement before execution, provided that the final agreement is not substantially modified from those terms presented here.

Recommended Motion:

“I move that the Board approve the interim water service agreement with GlobalAI in the form enclosed and delegate authority to the Board Chair and Director to approve minor revisions to the agreement before execution, provided that the final agreement is not substantially modified from those terms presented here.”

Attachments:

1. Global AI Presentation
2. Global AI Pre-Annexation Agreement
3. Interim Water Service Agreement (GlobalAI)



Consideration of an Interim Extraterritorial Water Service Agreement with Global AI

Special Meeting of Water & Sewer Utilities Board
Sean Chambers, Director, Water & Sewer
September 3, 2026



**Infrastructure
& Mobility**



**Community
Vitality**



Special Mtg. Agenda & Purpose



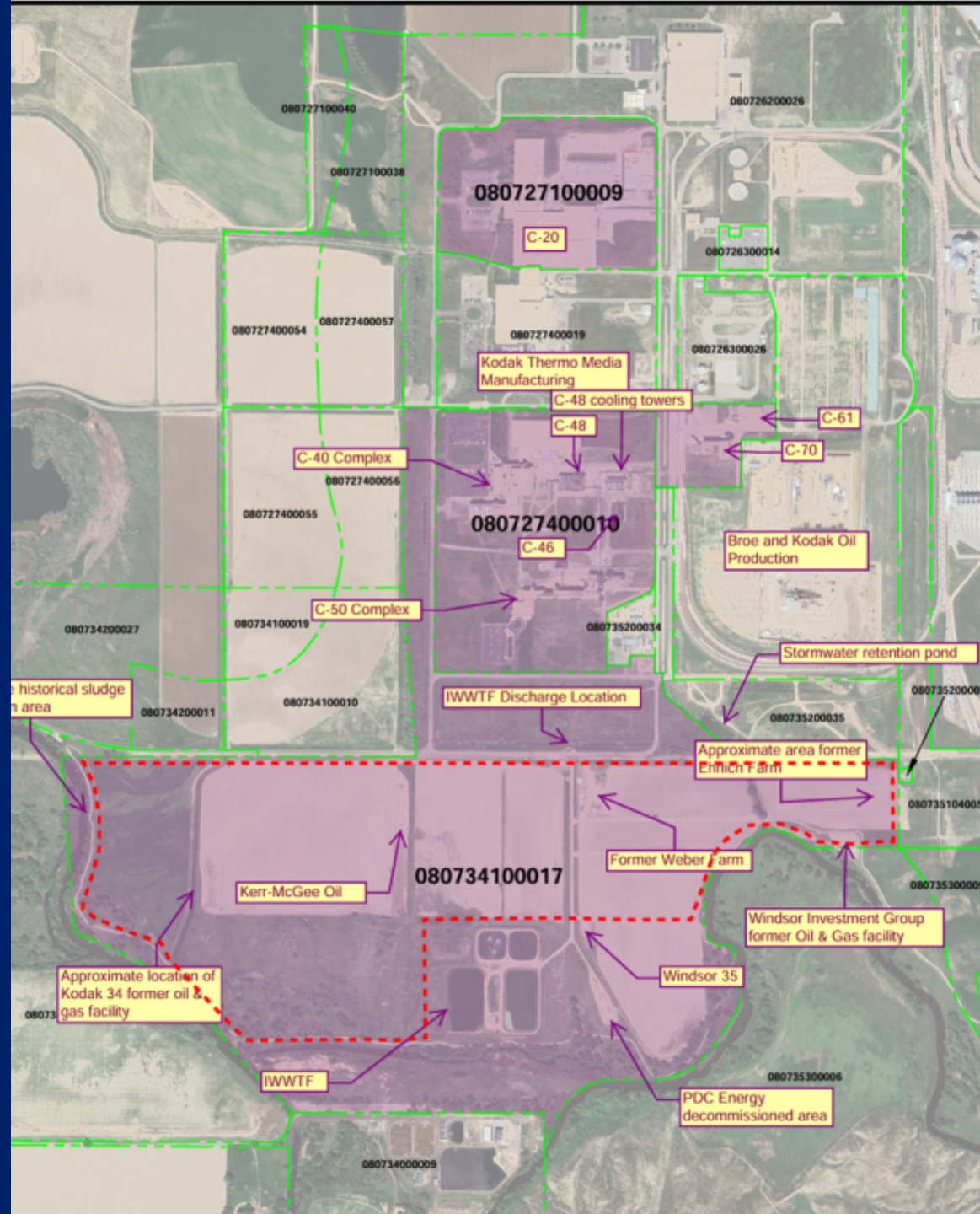
Agenda:

1. Background
2. Key Terms of Interim Outside City Water Service Agreement as an element of Pre-Annexation Agreement
3. Staff Recommendation



Purpose: To consider the request for an interim extraterritorial water agreement for Global AI property C-20 Building in association with the Pre-Annexation Agreement between the City and Global AI, and to support of the Board in their consideration of the proposed Interim Water Service Agreement.

G-AI Property subject of Pre-Annex Agreement and a request for water service until annexation



- Unincorporated Weld Co. property east of Windsor, adjacent to GWIP annexation
- Greeley water service by special agreement since 1970s; and
- Source water historically provided by Ft. Collins until it was sold off through bankruptcies; and
- In '24 Carestream sold FCLWD its rights to 645 units of C-BT water (~\$45M value)
- Final amendment to the Greeley – Carestream agreement provided for 3 yrs of closeout & remediation water from FCLWD to be treated by Greeley.
 - Expires 3/31/27
- **G-AI needs water service between 3/27 and 3/28 deadline to annex into Greeley**

Key Terms of Interim Service and Pre-Annexation



Key Terms of the Agreements:

- Pre-Annexation Agreement requires Global AI (“G-AI”) to annex all of its Weld Co “Carestream” properties into Greeley by March 31, 2028
- Water Service Agreement provides water supply to G-AI for one additional year, to provide a time for their annexation to the City of Greeley, Colorado.
- Agreements requires G-AI to irrevocably dedicate to Greeley Water Enterprise 10 shares of Whiteney Irrigation Co. stock
- Agreements requires G-AI to pay applicable PIF’s, Cash-in-lieu of raw water, Outside City Water Service Fees for Service prior to the full completion of annexation
- Agreements require G-AI to Disconnect from Kodak water distribution system and formally connect onto Greeley system and provides Greeley with written right of entry authority to disconnect the G=AI system if they fails to disconnect timely.
- If G-AI property does not annex into Greeley, the Water Enterprise has no ongoing obligation to provide any service(s).

Staff Recommendation:

Board approve the interim water service agreement with Global AI in the form enclosed and delegate authority to the Board Chair and Director to approve minor revisions to the agreement before execution



PRE-ANNEXATION AGREEMENT

This PRE-ANNEXATION AGREEMENT (the "Agreement") dated this 26th, day of August 2026 is entered into by and between **THE CITY OF GREELEY**, a Colorado home rule municipal corporation (the "City"), whose address is 1200 11th Avenue, Greeley, Colorado 80631 and **GLOBALAI (COLORADO) LLC**, a Delaware limited liability company (the "Property Owner") whose address is 1201 North Market Street, Suite 11, Wilmington, DE 19801. The City and the Property Owner shall be collectively referred to as the "Parties" and singularly as a "Party."

WHEREAS, The Property Owner owns approximately 438.58 acres of certain real property located in unincorporated County of Weld, State of Colorado, generally located east of State Highway 257, south of Eastman Park Drive, and west of Great Western Drive, and more particularly described in the depiction and legal description attached as **Exhibit "A"** and incorporated by reference herein (the "Property"); and

WHEREAS, the Property is located within the City's adopted Three-Mile Plan authorized by Section 31-12-105(1)(e), of the Colorado Revised Statutes and within or adjacent to the City of Greeley Long-Range Expected Growth Area as described in the Imagine Greeley 2018 Comprehensive Plan, and within a sanitary sewer basin where the City anticipates providing sewer service; and

WHEREAS, the Property is currently eligible for annexation into the City; and

WHEREAS, the Property Owner desires to obtain City services including access to the City's water utility services on the Property at such time as the City is able to annex the Property and capable of providing such services to the Property; and

WHEREAS, the City desires to provide the Property Owner with City services including water utility service to the Property upon annexation of the Property into the City; and

WHEREAS, the City and Property Owner acknowledge that annexation into the City offers the Property Owner access to beneficial City development ordinances and policies affecting the Property, including the ability to purchase raw water from the City's Primary Employer Water Bank at the time of building permit for the initial and subsequent phases of the proposed project, and access to competitively priced non-potable irrigation water for outdoor irrigation; and

WHEREAS, the City and the Property Owner desire to enter into this Agreement pursuant to Section 31-12-121 of the Colorado Revised Statutes to set forth terms and conditions of the extension of municipal services to the Property and annexation of the Property by the City to ensure the Property's orderly development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the City and the Property Owner agree as follows.

ANNEXATION

1. Recitals Incorporated. The foregoing recitals are incorporated herein as the City Council's conclusions, facts, determinations, and findings.
2. Services to be Provided. Upon annexation of the Property into the City, the City agrees to provide Property Owner with municipal water and sewer utility services to the Property line as specified herein with such services subject to the Greeley Municipal Code ("City Code"), and City policies, charges, and fees as they are now in effect, or as they may be hereafter amended.
3. Property Owner's Annexation. On the condition that the City is able to annex the Property, Property Owner shall petition for and complete annexation of the Property into the City by no later than March 31, 2028 (the "Annexation Deadline"). The Property Owner agrees to extend and connect to City water utility infrastructure with an appropriately sized tap and service line, new water meter vault, and meter per the City's design criteria standards and specifications, no later than March 31, 2028, or the date of annexation, whichever occurs first.
4. Review and Submissions. Following the Property Owner's petition for annexation of the Property, the City agrees to perform all reviews and provide comments in an expedited manner consistent with development review timelines in the General Improvement District. Foreach review submission, Property Owner agrees to address the City's comments in an expedited manner and resubmit all annexation submittal documents to the City for review no later than one (1) month following receipt of the City's comments.

ZONING AND DEVELOPMENT

5. PUD or Similar Zoning. The Property Owner represents that the Property is intended for a Data Center to house computer systems, servicers and related hardware to store, process and share digital information as well as for an Energy Island (defined below) to provide utility services, and Battery Energy Storage System(s) to support the data center. To accommodate these uses, the Property Owner will seek appropriate zoning of the Property from the City upon annexation, which may include Industrial High Intensity (IH) zoning or Planned Unit Development (PUD). Unless otherwise determined, each phase of the project would be subject to Use by Special Review (USR). Public or Private Energy Generation facilities ("Energy Island") located on site may be subject to a separate review procedure, up to and including a 1041 permit process.

WATER AND SANITARY SEWER UTILITY SERVICE

6. Existing Water Service Agreement. The City currently provides limited term treated water service to the Property pursuant to that certain Second Amendment to Water Agreement between Carestream Health, Inc. and the City of Greeley, dated February 29, 2024

("Second Amendment"), which expires on the March 31, 2027. While nothing in this Agreement is intended or shall be construed to extend or otherwise modify the Second Amendment, the City shall continue to provide similar treated water services through and including March 31, 2028, subject to the City of Greeley's Water and Sewer Board approval.

7. Water Rights or Cash-in-lieu for the Property. Within 30 days of the mutual execution of this Agreement, Property Owner shall transfer and irrevocably dedicate to the City 10 shares of Whitney Irrigation Co. and all interest in the Davis & Law Seepage Ditch or the contractual rights to the same. at no cost to the City. The dedication of such shares may be applied toward the Property Owner's outdoor irrigation dedication requirement for Parcel No. 080727100009, and in support of stormwater conveyance obligations. Thereafter, following annexation of the Property by the City and as a condition of development of the Property, the Property Owner shall comply with all remaining City requirements related to the provision of water service to the Property. These requirements include but are not limited to the payment of plant investment fees (a.k.a. connection charges) and transfer of sufficient raw water rights, payment of cash-in-lieu of raw water rights, or dedication of water purchased from the City's Primary Employer Water Bank, in an amount sufficient for the indoor domestic and industrial water uses and outdoor irrigation uses at the Property, due in accordance with permitting for each phase, in accordance with the City Code.
 - a. Any transfer of raw water rights from the Property Owner to the City following annexation to meet the raw water requirement shall also be at no cost to the City and must be approved in writing pursuant to City Code. A decision by the City to accept a transfer of water rights shall be at the sole discretion of the City.
 - b. Such water rights shall meet legal criteria under Colorado law necessary to convert the water to municipal use in amounts sufficient to meet the projected water demands of the development(s) located on the Property, including, but not limited to, sustained historical consumptive water use, and shall otherwise satisfy the requirements of the City Code.
 - c. Raw water supply for the Property may be purchased from the City at the time of issuance of a building permit in advance of development as an alternative to the transfer of water shares to meet the raw water dedication requirement.
8. Potable Water Service. Upon annexation of the Property into the City, the City agrees to provide potable water service to the Property at the rates for treated water delivered to the Property based upon the approved in-city water service rates and non-potable irrigation rates, based upon the cost-of-service rate model for customers in the applicable rate class. The cost-of-service rates shall be reviewed annually and adjusted in accordance with Section 17-4 of the Greeley City Charter. Annexation of the Property to the City is an express condition precedent to ongoing water service from the City to the Property beyond

the Annexation Deadline. In the event the Property Owner does not complete annexation of the Property to the City by the Annexation Deadline as contemplated by this Agreement, the City shall have no further obligation to provide water service to the Property.

9. Extension of Water Service.

- a. The City currently maintains backbone water infrastructure to locations reasonably proximate to the Property, more specifically through the City's treated water transmission systems, and the Kodak Alaris connection and treated water distribution system.
- b. Upon annexation of the Property by the City, the Property Owner shall sever all existing treated water service connections from the Kodak Alaris distribution system, as described in the Second Amendment, and connect to the potable water and non-potable raw water infrastructure extended at Property Owner's sole cost and expense as described in paragraph 3 above. Such extension shall be completed by the Annexation Deadline and pursuant to the requirements of City Code, including without limitation, new meters and vaults for direct service and metering from the City's water distribution systems.

10. Sewer Trunk Main. The Property Owner represents that industrial sewage generated at the Property may be treated and discharged at the Property's industrial treatment plant, CO-0032158 located on the south Property, and that domestic strength sewage generated at the Property will be treated by the Town of Windsor pursuant to an existing agreement for the same. After annexation of the Property to the City and within 24 months of a Property Owner request for sewer service and approval by the City of the same, the City's Sanitary Sewer Enterprise commits to extending a sewer trunk main to the intersection of Howard Smith Avenue E and Poudre Trail Drive with adequate capacity for reasonable development of the Property to allow for expedited connection to the City's municipal sewer utilities that will benefit the Property Owner by providing cost control for future development utility requirements.

11. Domestic and Industrial Sewer Services. Upon Property Owner request and City approval as described above and payment of required fees and costs for water and sewer service, the City shall provide domestic sewer service to the Property, pursuant to City Code. Property Owner agrees to extend sanitary sewer infrastructure at Property Owner's sole cost and expense pursuant to the City Code and City engineering standards and design criteria. If the Property Owner desires to discharge any industrial sewer, it must apply for and obtain a wastewater discharge permit from the City, which the City may grant, grant with conditions, or deny in its discretion prior to any discharge.

12. Water and Sewer Easements. The Property Owner agrees to dedicate to the City such easements and other real property interests across the Property as are reasonably deemed

necessary and required by the City to allow for future expansion and development of water, sewer and stormwater utilities to serve the Property and surrounding basin.

13. General Improvement District. The Parties acknowledge that the Property is located within the boundaries of a general improvement district inclusion area that is intended to finance certain public improvements benefiting properties within the west Greeley commercial and residential general improvement districts.

COMPLIANCE WITH ORDINANCES

14. The Property Owner acknowledges that any future development of the Property, once annexed, shall be subject to the City Code and development standards. The Property Owner shall comply with all ordinances, codes, criteria, resolutions, or policies of the City, as such now exist or as amended or adopted in the future, including those related to the subdivision or zoning of land, except as expressly modified by this Agreement. This Agreement shall not be construed as a limitation upon the authority of the City to adopt different ordinances, rules, regulations, criteria, policies, or codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally and not to the Property specifically.

SPECIFIC PERFORMANCE

15. Specific Performance. The Property shall be subject to the specific performance provisions of Section § 31-12-121 of the Colorado Revised Statutes, if the Property has not been annexed into the City by the Annexation Deadline. Anything contained in this Agreement to the contrary notwithstanding, this section shall not be construed to limit in any manner whatsoever any other rights and remedies an aggrieved Party may have by virtue of any default under this Agreement.

GENERAL PROVISIONS

16. Successor and Assigns. Wherever used herein, the term "Property Owner" shall also include any affiliates, heirs, successors, executors, personal representatives, transferees and assigns of the Property Owner, and all such Parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were original Parties hereto. For the purposes of this Agreement, the term affiliate means any entity or person, directly or indirectly, that is in control of, is controlled by, or is under common control with Property Owner.
17. Recording. This Agreement shall be recorded in the real estate records of the Clerk and Recorder of Weld County and shall constitute a covenant running with the land and shall be binding upon all Parties having any right, title, or interest in and to the Property, until terminated upon annexation of the Property. If the Property is not annexed into the City due to (a) a final judicial decision on the specific performance requirements herein or (b) a

writing by the City releasing the Property Owner from this Agreement that is filed and recorded with the Clerk and Recorder of Weld County, then the recording shall be void and this Agreement shall be terminated.

18. Amendments. This Agreement may be amended by either Party with the mutual written consent of the other Party. Such amendment shall be recorded in the real estate records of the Clerk and Recorder of Weld County and shall be a covenant running with the land.
19. Headings. The headings set forth in this Agreement are for reference only and shall not be constructed as an enlargement or abridgement of the language of this Agreement.
20. Notices. All notices, requests, demands or other communications called for or contemplated under this Agreement shall be in writing and shall be deemed to have been duly given and received either when personally delivered or, if mailed, three (3) business days after the date of mailing, by U.S. Certified Mail, Return Receipt Requested, proper postage fully prepaid, addressed to the Parties, their permitted successors in interest or assignees, at the addresses listed in the first paragraph of this Agreement or at such other addresses as any of the Parties may subsequently designate to the other Parties by written notice in accordance with the terms and conditions of this Section.
21. Severability. If any provision of this Agreement or portion hereof shall be found by any court having competent jurisdiction over this Agreement and the Parties hereto to be invalid, unlawful, or unenforceable, this Agreement shall nevertheless remain effective but shall be considered amended to the extent considered by said court to be necessary to render said provision valid, lawful, and enforceable.
22. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property.
23. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis. The Parties stipulate and agree that in the event of any dispute arising out of this Agreement, the State of Colorado courts shall have exclusive jurisdiction over such dispute and venue shall be proper in Weld County. The Parties hereby submit themselves to jurisdiction of the State of Colorado District Courts located in Weld County, Colorado.
24. The Parties acknowledge and agree that this Agreement represents the preliminary understanding of the Parties with respect to the general terms and conditions upon which the portions of the Property will be annexed into the City after receiving the necessary land use and zoning approvals from Weld County and does not constitute the final expression of the terms governing such annexation. This Agreement is intended to serve as a framework for the Parties' continued negotiation and cooperation toward the preparation and execution of a definitive Annexation Agreement for the annexation of all the Property

or the portions of the Property that will be annexed into the City after receiving the necessary land use and zoning approvals from Weld County. The Parties hereby agree to cooperate and negotiate in good faith toward the finalization of the terms governing the annexation of the Property into the City as set forth in this Agreement and any pertinent amendments thereto and through the execution of the final Annexation Agreement. The Parties acknowledge that the terms set forth in this Agreement may require amendment or supplementation as the Parties continue to negotiate the final terms of annexation. The Parties agree that the ultimate objective of this Agreement and the parties' ongoing negotiations is the preparation and execution of a definitive Annexation Agreement that shall: (a) set forth the final, complete, and binding terms and conditions upon which the Property will be annexed into the City; (b) supersede this Agreement and any amendments thereto in their entirety upon execution; and (c) constitute the final expression of the parties' agreement with respect to the annexation of the Property into the City.

25. City Council Approval. This Agreement is conditioned upon a resolution adopted the by the City Council of the City approving the Agreement.

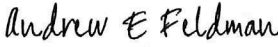
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first above written.

CITY:
CITY OF GREELEY

Signed by:

FA3AF812F8A645A...
Brian McBroom, City Manager

PROPERTY OWNER:

Signed by:

BDB5A2790E4D488...
Title: Chief Legal officer

APPROVED AS TO FORM:

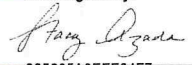
DocuSigned by:

303695A0EFF64F7...
City Attorney's Office

Exhibit "A" Depiction and Description of Property

5810072 Page: 2 of 10
 02/11/2025 11:18 AM 2 Rev: 2103.00
 5810072 12/11/2024 11:18 AM 1 Rev: 2103.00

LAND SURVEY PLAT

Of Multiple Parcels of Land,
 Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
 County of Weld, State of Colorado



Ray Mosser - On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

DATE: 1/23/2025
 FILE NAME: 20240437LSP
 SCALE: 1"=50'
 DRAWN BY: CSK
 CHECKED BY: RM

NORTHEAST SIXTEENTH CORNER
 SECTION 27, T.6N., R.67W.
 FOUND 3 1/4" ALUMINUM CAP
 ON #6 REBAR, LS 33442, 2011

Note: Curve Table, Line Table, Legend and
 Sheet Key Map are on Sheet 1 of 10

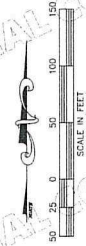
NORTH SIXTEENTH CORNER
 SECTION 27/26, T.6N., R.67W.
 FOUND 2 1/2" ALUMINUM CAP
 ON #6 REBAR, LS 31163, 2005
 (POINT OF COMMENCEMENT, PARCEL 1)

OWNER: KODAK ALARIX INC.
 & WINDSOR FENCELINE, LLC

POINT OF BEGINNING
 PARCEL 1

SEE SHEET 4 OF 10

SEE SHEET 4 OF 10



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | email: contact@Kingsurveyors.com



DATE	REVISIONS

ALTA/NSPS LAND TITLE SURVEY
 FOR
 VMA PARTNERS
 1625 PIONEER
 WINDSOR, CO 80550

PROJECT #:
 20240437

2

SHEET 2 OF 10

SEE SHEET 3 OF 10

SEE SHEET 3 OF 10

HOWARD MULTILANE W

N00°04'50"W 810.27'

20' EASEMENT E-1

REC. NO. 210438 &

REC. NO. 380553

SE1/4NE1/4
 SEC. 27

SE1/4NE1/4
 SEC. 27

NW1/4
 SEC. 26

S89°26'07"E 278.36'

S89°55'02"E 581.18'

FOUND BRASS TAG
 LS 30084

ACCESS EASEMENT
 REC. NO. 340465
 FOLLOWING THE WIDTH OF
 THE EASEMENT 40 FEET,
 NOW EXIST OR AS THEY MAY
 BE ADAPTED AT THE FUTURE

40' FIBER OPTIC EASEMENT
 REC. NO. 380554

OWNER: KODAK ALARIX INC.
 & WINDSOR FENCELINE, LLC

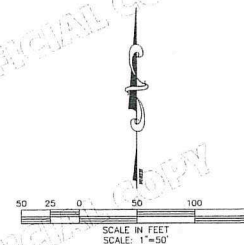
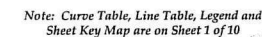
15' FIBER OPTIC EASEMENT
 REC. NO. 210438 &
 REC. NO. 380553

CENTER-EAST SIXTEENTH CORNER
 SECTION 27, T.6N., R.67W.
 FOUND 2 1/2" ALUMINUM CAP
 ON #6 REBAR, LS 31163, 2005

N02°27'52"W 1350.00'

40' FIBER OPTIC EASEMENT
 REC. NO. 210438

Of Multiple Parcels of Land,
Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

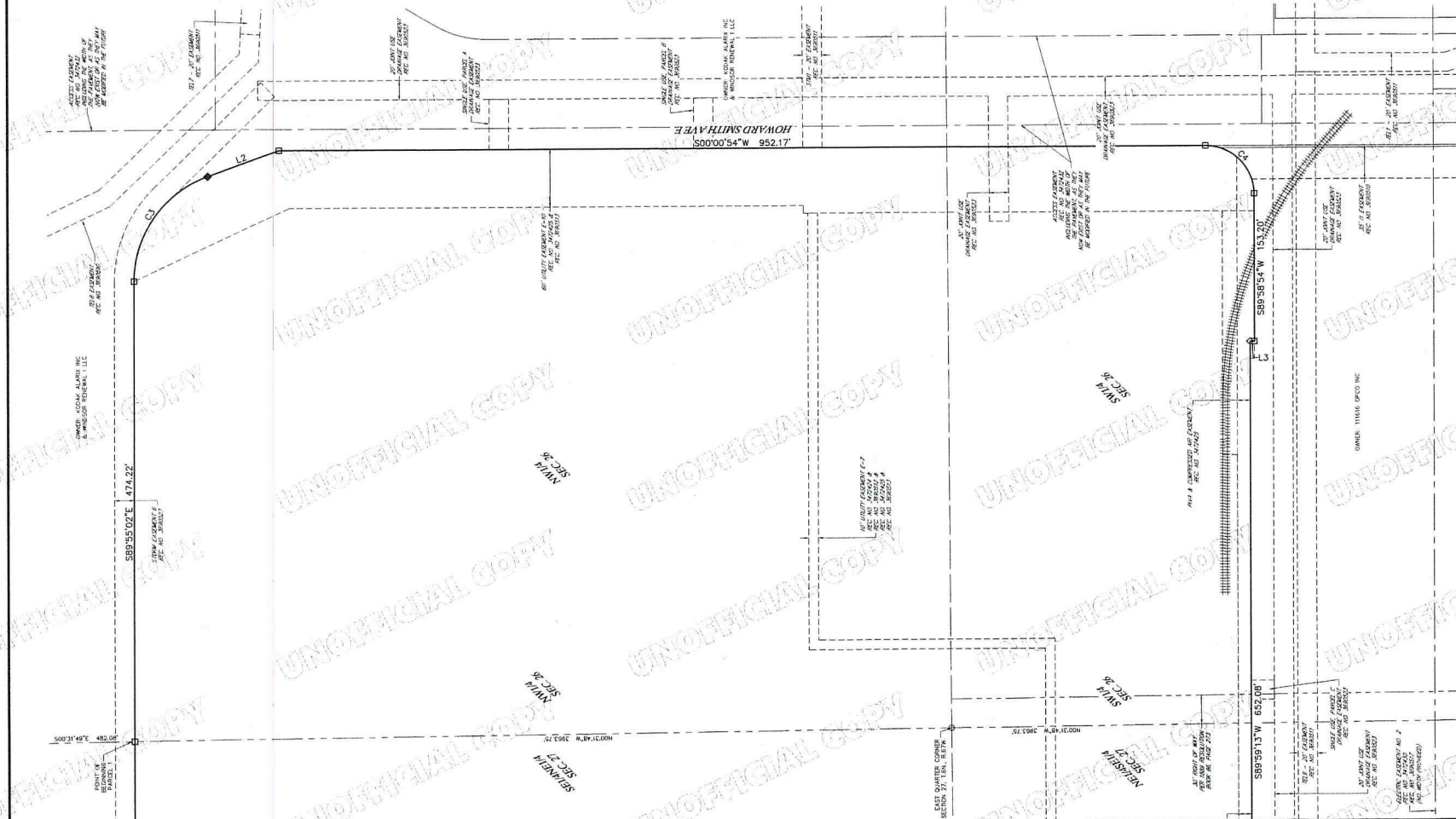
3

SHEET 3 OF

20200122 Page: 4 of 10
 20210223 11:15 AM BY: RAY M. ROSS
 20210223 11:15 AM BY: RAY M. ROSS

LAND SURVEY PLAT

Of Multiple Parcels of Land,
 Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
 County of Weld, State of Colorado



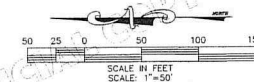
SEE SHEET 2 OF 10

SEE SHEET 2 OF 10

SEE SHEET 3 OF 10

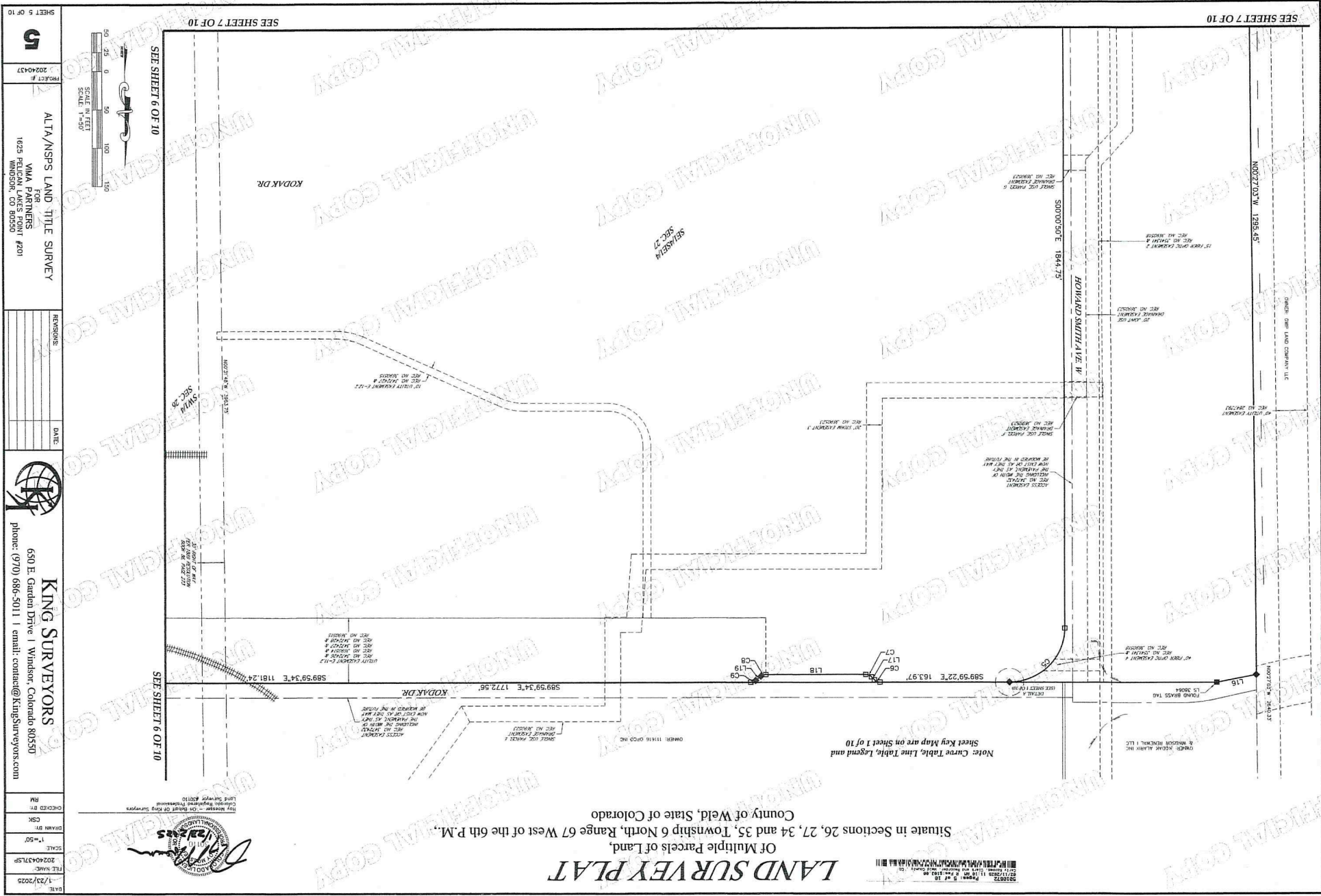
SEE SHEET 3 OF 10

Note: Curve Table, Line Table, Legend and
 Sheet Key Map are on Sheet 1 of 10

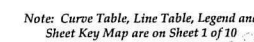


Ray M. Ross
 1/23/2025
 RAY M. ROSS
 PROFESSIONAL LAND SURVEYOR
 No. 123456
 Colorado Registered Professional
 Land Surveyor #3011P

DATE:	1/23/2025
FILE NAME:	20240437LSP
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	RM
KING SURVEYORS 650 E. Garden Drive Windsor, Colorado 80550 phone: (970) 686-5011 email: contact@KingSurveyors.com	
DATE:	
REVISIONS:	
ALTA/NPS LAND TITLE SURVEY FOR VMA PARTNERS 1625 PELICAN LAKES POINT #201 WINDSOR, CO 80550	
PROJECT #	20240437
4	
SHEET 4 OF 10	



Of Multiple Parcels of Land,
Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



00110
1/23/2025

Ray Moesser - On Behalf Of King Survey
Colorado Registered Professional
Land Surveyor #30110

DATE:	1/23/2025		
FILE NAME:	20240437LSP		
SCALE:	1" = 50'		
DRAWN BY:	CSK		
CHECKED BY:	RM		
 KING SURVEYORS 650 E. Garden Drive Windsor, Colorado 80550 phone: (970) 686-5011 email: contact@KingSurveyors.com			
REVISIONS:	DATE:		
ALTA/NSPS LAND TITLE SURVEY FOR VMA PARTNERS 1625 PELICAN LAKES FOUNT #201 WINDSOR, CO 80550			
PROJECT #:	20240437		
6			
SHEET 6 OF 10			

2010072 Pages: 7 of 10
 02/11/2023 11:16 AM WPA 3102.40
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LAND SURVEY PLAT

Of Multiple Parcels of Land,
 Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
 County of Weld, State of Colorado

12/3/2025
 Roy Moseley - On Staff Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #3010

DATE: 1/23/2025
 FILE NAME: 20240437.LSP
 SCALE: 1"=50'
 DRAWN BY: CSK
 CHECKED BY: RM

KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:
 REVIEWERS:
 REVISIONS:
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 REVISIONS:

ALTA/NSPS LAND TITLE SURVEY
 FOR
 VMA PARTNERS
 1625 PELICAN LAKES POINT #201
 WINDSOR, CO 80550

PROJECT #:
 20240437

7
 SHEET 7 OF 10

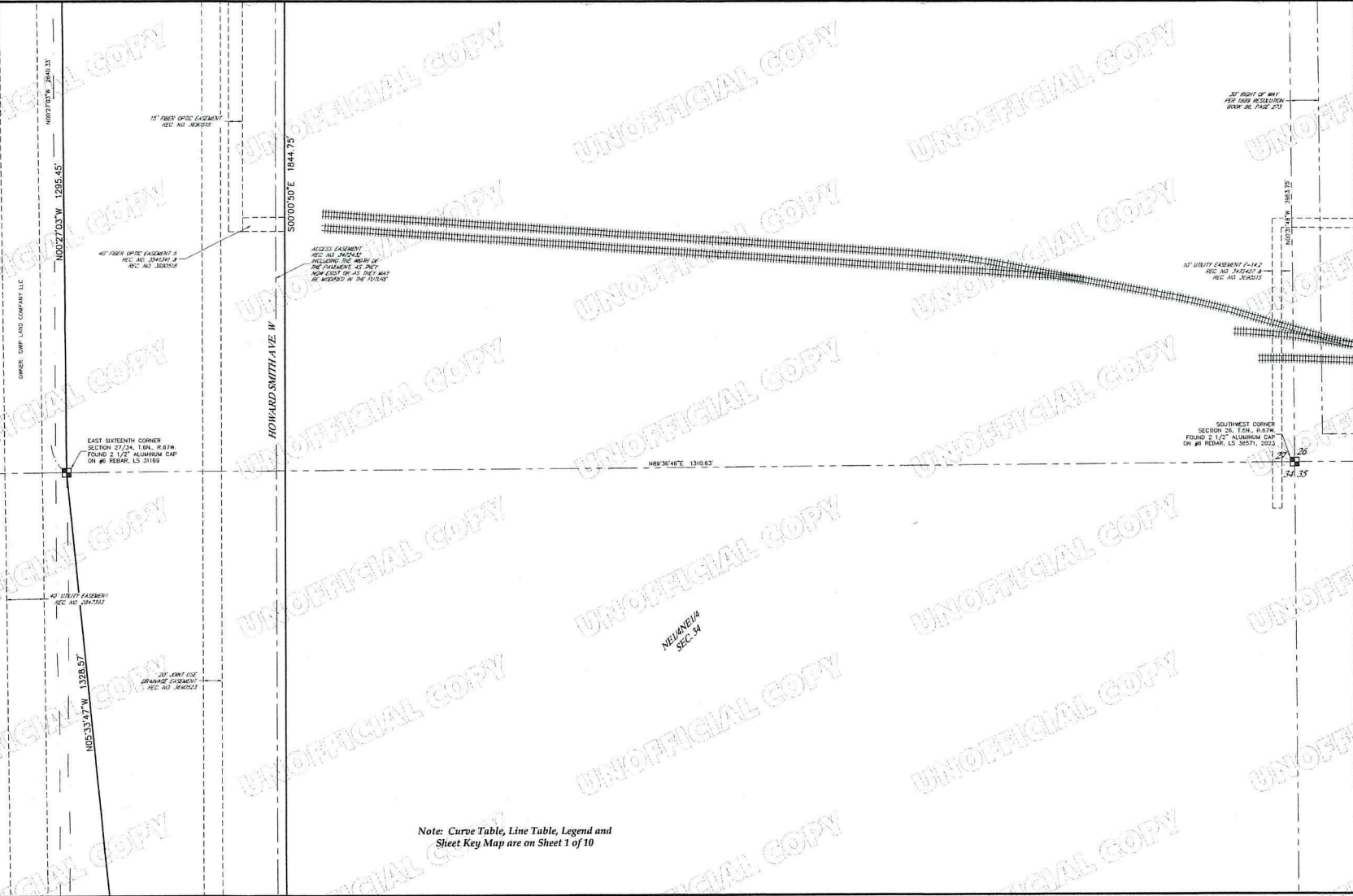
SEE SHEET 5 OF 10

SEE SHEET 5 OF 10

SEE SHEET 8 OF 10

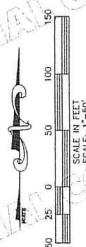
SEE SHEET 8 OF 10

SEE SHEET 9 OF 10



Note: Curve Table, Line Table, Legend and
 Sheet Key Map are on Sheet 1 of 10

SEE SHEET 9 OF 10



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0000022, Project 8 of 10
 02/11/2025 11:19 AM R. J. JENSEN, JR.
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LAND SURVEY PLAT

Of Multiple Parcels of Land,
 Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
 County of Weld, State of Colorado

Ray Jensen
 23 YEARS
 Ray Jensen - On behalf of King Surveyors
 Colorado Registered Professional
 Land Surveyor #00116

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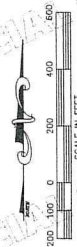
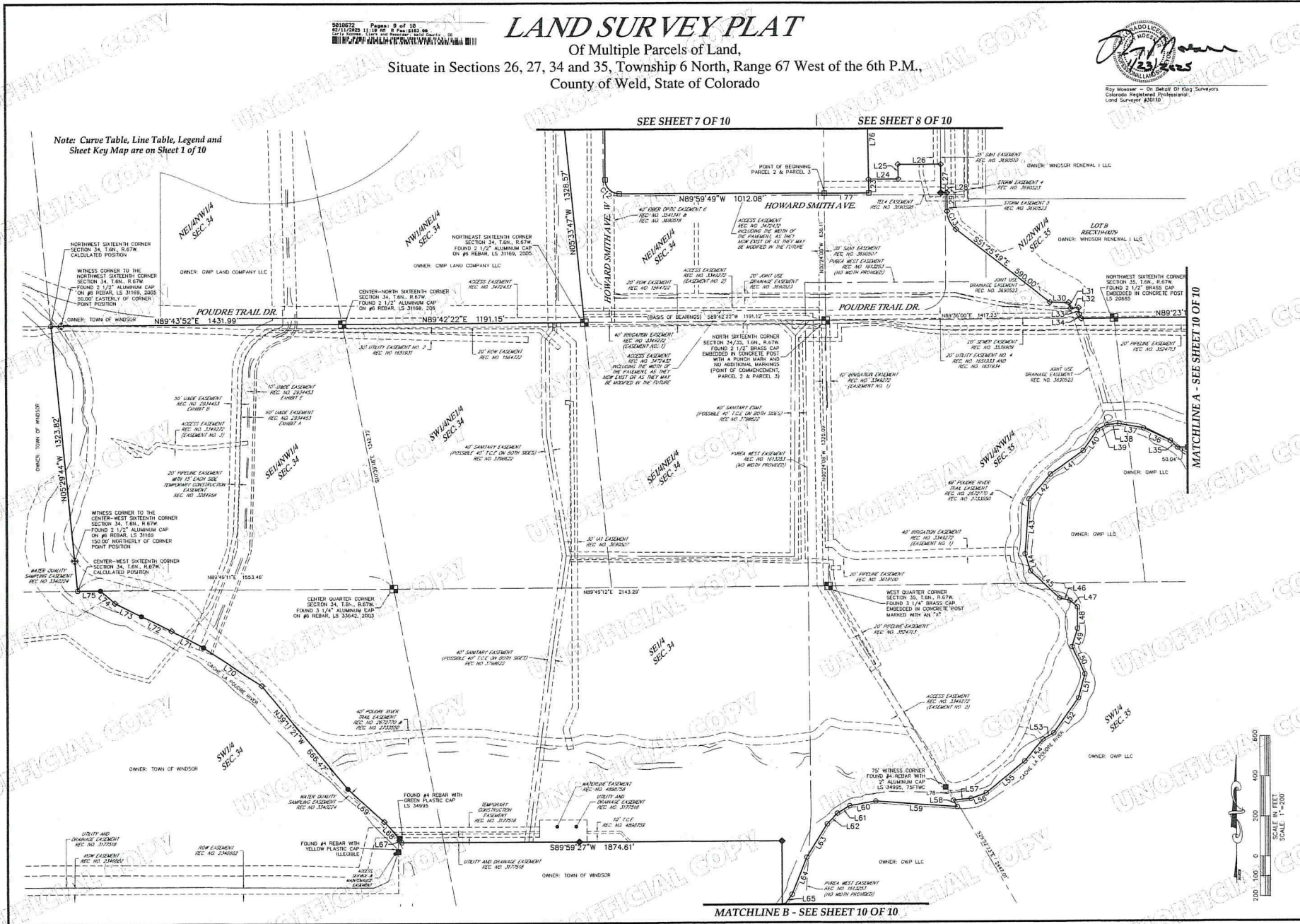
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | email: contact@KingSurveyors.com



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ALTA/NSPS LAND TITLE SURVEY
 FOR
 VIVA LA VINOYERS
 1625 PELICAN LAKES POINT #201
 WINDSOR, CO 80550

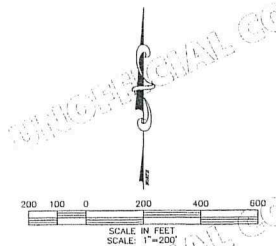
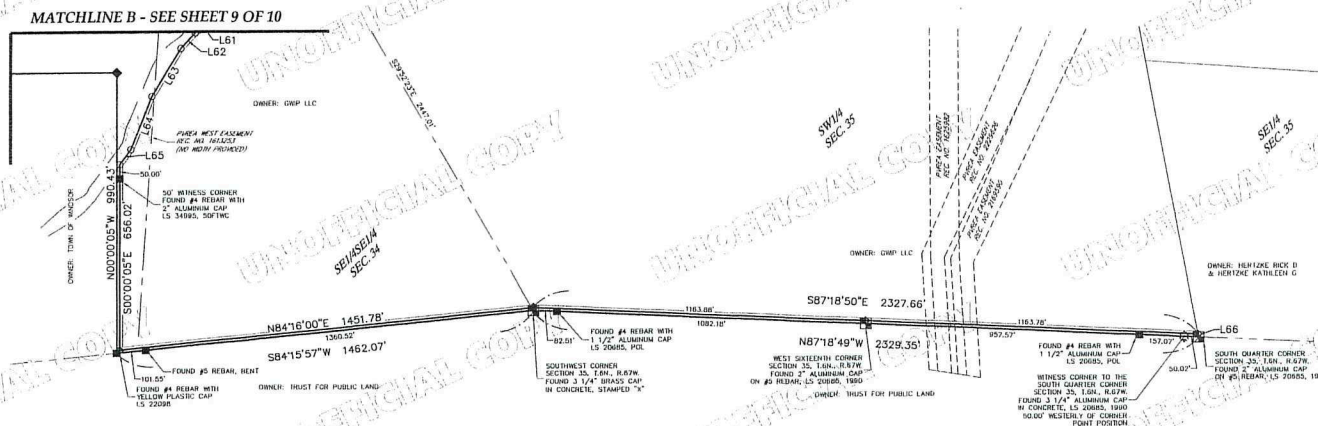
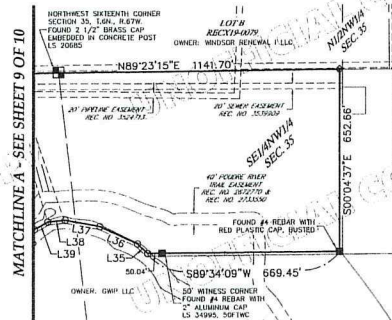
PROJECT #: 20240437
9
 SHEET 9 OF 10



5010572 Pages: 10 of 10
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Carly Kennes, Clerk and Recorder, Weld County, CO

LAND SURVEY PLAT

Of Multiple Parcels of Land,
Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



Note: Curve Table, Line Table, Legend and Sheet Key Map are on Sheet 1 of 10

Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

DATE: 1/23/2025	
FILE NAME: 20240437LSP	
SCALE: 1"=200'	
DRAWN BY: CSM	
CHECKED BY: RM	
KING SURVEYORS 650 E. Garden Drive Windsor, Colorado 80550 phone: (970) 686-5011 email: contact@KingSurveyors.com	
	
DATE:	
REVISED:	
ALTA/NSPS LAND TITLE SURVEY	
FOR	
VMA PARTNERS	
1625 FELICIAN LAKES POINT #201	
WINDSOR, CO 80550	
PROJECT:	20240437
10	
SHEET 10 OF 20	

INTERIM WATER SERVICE AGREEMENT

This INTERIM WATER SERVICE AGREEMENT (“Agreement”) is entered into this ____ day of September 2026 (“Effective Date”) by and between THE CITY OF GREELEY, COLORADO, a home rule municipality whose address is 1200 11th Avenue, Greeley, Colorado 80631 (“Greeley” or “City”) and GLOBALAI (COLORADO) LLC, a Delaware limited liability company whose address is 1201 North Market Street, Suite 11, Wilmington, Delaware 19801 (“GlobalAI”).

Recitals

WHEREAS, GlobalAI owns approximately 438.58 acres of certain real property located in unincorporated County of Weld, State of Colorado, generally located east of State Highway 257, south of Eastman Park Drive, and west of Great Western Drive, and more particularly shown on Exhibit A, attached hereto and incorporated by reference (“Property”); and

WHEREAS, the City currently provides temporary extraterritorial treated water service to the Property pursuant to that certain Second Amendment to Water Agreement between Carestream Health, Inc. and the City of Greeley, dated February 29, 2024 (“Second Amendment”), which expires on the March 31, 2027; and

WHEREAS, the City and GlobalAI entered into that certain Pre-Annexation Agreement dated August 26, 2026, which sets forth the terms and conditions by which GlobalAI shall petition for and complete annexation of the Property to the City by March 31, 2028 (“Pre-Annexation Agreement”); and

WHEREAS, GlobalAI desires temporary extraterritorial treated water service to the Property during the period between expiration of the Second Amendment and its annexation of the Property to the City; and

WHEREAS, the City is willing to extend temporary extraterritorial treated water service to the Property during the interim period described above on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and GlobalAI agree as follows.

Agreement

1. Term of Agreement. The term of this Agreement commences on the Effective Date and expires (a) on March 31, 2028 or (b) upon annexation of the Property to the City, whichever occurs first. This Agreement may be terminated by the City or GlobalAI in accordance with paragraph 15 below.

2. Compliance with Existing Agreements. Nothing in this Agreement is intended or shall construed to amend or otherwise modify the Second Amendment or the Pre-Annexation Agreement. The obligations of the City under this Agreement are conditioned on strict compliance by GlobalAI with the terms and conditions of the Second Amendment and the Pre-Annexation Agreement, including, without limitation, the requirement that GlobalAI transfer and irrevocably dedicate to the City ten (10) shares of Whitney Irrigation Company and all its interest in the Davis & Law Seepage Ditch or the contractual rights to the same, at no cost to the City and no later than September 25, 2026. The obligations of the City

under this Agreement are further conditioned on approval of the Pre-Annexation Agreement by the City of Greeley City Council.

3. Temporary Extraterritorial Treated Water Service. Upon expiration of the Second Amendment on March 31, 2027, the City will thereafter continue to provide temporary extraterritorial treated water service to the Property until (a) March 31, 2028 or (b) annexation of the Property to the City, whichever occurs first. Such temporary extraterritorial treated water service will be provided by the City at the existing connections and points of delivery authorized by the Second Amendment. The City may, in its sole discretion, provide such service from any of its transmission lines or sources of treated water supply. The City shall be obligated to provide the temporary extraterritorial treated water service described herein only to the Property and only through the water distribution infrastructure at the Property authorized by the Second Amendment and existing at the time this Agreement is executed. GlobalAI shall report to the City monthly its treated water usage from the existing meters located at the Property.

4. Requirements for Water Service upon Annexation. Nothing in this Agreement is intended or shall be construed to modify the requirements and obligations of GlobalAI associated with obtaining municipal water service to the Property upon its annexation to the City, whether set forth in the Pre-Annexation Agreement, a future annexation agreement between the City and GlobalAI, or as otherwise required by the Greeley Municipal Code, including, without limitation, the obligation to (a) extend and directly connect to City water utility infrastructure with an appropriately sized tap(s) and service line(s), new water meter vault(s), and meter(s) per the City's design criteria standards, specifications, and Property development plans, (b) pay standard and customary installation fees and meter fees associated with the installation of such tap(s), service line(s), meter vault(s), and meter(s), (c) dedicate raw water or pay cash-in-lieu thereof in amounts sufficient for the indoor domestic and industrial water uses and outdoor irrigation uses at the Property, (d) pay plant investment fees associated with connection of the Property to the City's municipal water system, and (e) pay the then-current rates for inside the City potable water service and non-potable irrigation water service, based upon the City's cost-of-service rate model for customers in the applicable rate class.

5. Rates and Billing. The City shall bill GlobalAI directly for the temporary extraterritorial treated water service provided pursuant to this Agreement at the volumetric rate for water sold from hydrants and bulk water stations, which is \$13.57 per one thousand (1,000) gallons at the time this Agreement is executed. The City shall review and adjust its rates annually, in accordance with Section 17-4 of the Greeley City Charter. GlobalAI shall not be entitled to any refund, return, or credit of rates incurred and paid pursuant to this Agreement, except in the event of a legitimate billing or overpayment error.

6. No Vested Interest. The City grants no rights, interest, or ownership in its water, water rights, or treated water system to GlobalAI by this Agreement, and GlobalAI acknowledges that no such rights, interest, or ownership shall vest, in law or in equity, as a result of the City providing temporary extraterritorial treated water service to GlobalAI. GlobalAI shall not assert nor claim any such vested rights.

7. Water Pressure and Continuity of Service. The City makes no representations or warranties whatsoever to GlobalAI regarding water pressure or continuity of service from its transmission lines, and GlobalAI agrees to accept this temporary extraterritorial treated water service from the City at the pressure

delivered. GlobalAI shall construct, at its own expense, any storage, pumping facilities, regulators, and/or auxiliary pumps necessary to provide adequate pressure for fire protection and back-up for periods during which the transmission system may not be operated.

8. Maintenance and Operations. GlobalAI shall bear sole responsibility for maintaining all treated water infrastructure on the Property beyond the points of delivery described in paragraph 3 above. GlobalAI shall keep all such infrastructure, including, without limitation, valves and service lines, in good working condition and shall promptly complete all necessary repairs or replacements at its own expense.

9. Backflow Prevention. GlobalAI shall install, operate, test, and maintain RPZ (reduced pressure zone) backflow prevention assemblies on the Property service connections to protect the City's potable water works in accordance with the Greeley Municipal Code. GlobalAI shall have the backflow prevention assemblies tested by a certified cross-connection control technician during the term of this Agreement at such frequency as is required by the Greeley Municipal Code.

10. Costs and Fees Non-Refundable; Water Rights Dedication Irrevocable. All costs, fees, and charges remitted by GlobalAI to the City in connection with the temporary extraterritorial treated water service provided under this Agreement are non-refundable. The transfer and dedication of water rights by GlobalAI to the City described in paragraph 2 above is irrevocable.

11. Restriction on Assignment of Agreement. GlobalAI may not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the City, which consent may be given or withheld in the City's sole discretion. Any purported assignment by GlobalAI in the absence of prior written consent from the City shall be void. GlobalAI shall request any such assignment in writing no less than thirty (30) days in advance and shall detail any requested change in water usage. The City may condition its consent to assignment on any terms it deems appropriate.

12. City of Greeley Rules and Regulations. GlobalAI shall strictly comply with all policies, rules, regulations, and ordinances of the City applicable to the temporary extraterritorial treated water service provided by this Agreement. Nothing in this Agreement is intended or shall be construed as a waiver, limitation, precedent, or supersession by the City of any such policy, rule, regulation, or ordinance.

13. Binding Agreement. This Agreement shall bind and benefit the City and GlobalAI, as well as their respective representatives, agents, and permissible operators, affiliates, successors, and assigns, subject to the restriction in paragraph 11 above. GlobalAI shall ensure the strict compliance with the terms and conditions of this Agreement by its invitees, operators, affiliates, successors, and permissible assigns. This Agreement is not intended to run with the land as a covenant burdening real property.

14. Notice. The City and GlobalAI shall give any notice required under this Agreement using the contact information listed below. Such notice shall be deemed adequate if provided (a) by certified mail, return receipt requested, or (b) by email, if no notice of delivery failure is received by the sender within twenty-four (24) hours after transmittal. The City and GlobalAI shall promptly notify the other party if the appropriate contact information for notice changes.

For the City:

Greeley Water and Sewer Department
Attn: Director of Water and Sewer

1001 11th Avenue, Second Floor
Greeley, Colorado 80631
Email: sean.chambers@greeleygov.com

With a copy to: Greeley City Attorney's Office
1100 10th Street, Suite 400
Greeley, Colorado 80631
Email: daniel.biwer@greeleygov.com

For GlobalAI: GlobalAI (Colorado) LLC
Attn: Michael Cadigan, Andrew Feldman
1201 North Market Street, Suite 11
Wilmington, Delaware 19801
Email: _____

With a copy to: Foster Graham Milstein & Calisher, LLP
Attn: David Foster
360 South Garfield Street #600
Denver, Colorado 80209
Email: _____

15. Default and Termination; Waiver. In the event the City or GlobalAI fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default in accordance with paragraph 14 above. The defaulting party will then be entitled to a period of thirty (30) days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement will remain in full force and effect.

15.1 If any declared default of this Agreement remains uncured after the 30-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may then terminate this Agreement with immediate effect. Nothing in this Agreement should be construed to limit the City or GlobalAI from seeking damages or pursuing available remedies upon the termination of this Agreement for default, including the recovery of reasonable costs and attorney's fees.

15.2 In the event any portion of the Property is annexed to any municipality other than the City of Greeley, including, without limitation, to the Town of Windsor, the City may terminate this Agreement with immediate effect.

15.3 In the event of any default by GlobalAI of the Second Amendment or Pre-Annexation Agreement, the City may terminate this Agreement with immediate effect.

15.4 The failure by either party to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

16. Abandonment of Taps; Right of Entry. Upon the expiration or termination of this Agreement, GlobalAI shall immediately cease the temporary extraterritorial treated water use provided by this Agreement and sever all existing connections to the City treated water system by which it obtained the temporary extraterritorial treated water service, including, without limitation, those connections to the Property through the Kodak Alaris distribution system, all in strict accordance with the Second Amendment, the Pre-Annexation Agreement, and all applicable City standards. This provision is not intended and shall not be construed to require the severance by GlobalAI of any approved connections made to the City municipal water system as required by and associated with its annexation of the Property to the City of Greeley. In the event GlobalAI does not comply with this paragraph within fourteen (14) days of expiration or termination of this Agreement, the City shall be entitled to enter onto the Property with or without legal proceedings, using such force as may be necessary, to enforce the severance and disconnection of service connections from the City treated water system as required by this paragraph. In such an event, the City shall be entitled to reimbursement from GlobalAI of all reasonable costs incurred in the enforcement of the provisions of this paragraph. GlobalAI and its representatives, agents, and permissible operators, affiliates, successors, and assigns further agree to indemnify and hold the City harmless from and against any claims or damages associated with City enforcement of the provisions of this paragraph.

17. No Public Utilities Commission Regulation. GlobalAI shall not assert nor support any statement, policy, petition, rule-making, or legislative attempt to place the City under the authority or jurisdiction of the Colorado Public Utilities Commission, by virtue of this Agreement or otherwise.

18. Governmental Immunity. Nothing in this Agreement is intended or shall be construed as a waiver by the City of any rights or privileges to which it may be entitled as a public entity pursuant to common or state law, including, without limitation, the Colorado Governmental Immunity Act, Section 24-10-101, et seq., of the Colorado Revised Statutes.

19. Jurisdiction and Venue. This Agreement shall be governed and enforced in accordance with the laws of the State of Colorado. Venue for any action arising out of this Agreement shall be exclusively proper in the Weld County District Court.

20. Restriction on Recording. GlobalAI shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property. Nothing in this Agreement is intended or shall be construed to require the City to provide treated water service to any party other than GlobalAI or a permitted assignee of this Agreement pursuant to paragraph 11 above.

21. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating thereto, are strictly reserved to the City, GlobalAI, and any permissible assigns. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than the City or GlobalAI that receives a service or benefit under this Agreement is an incidental beneficiary only.

22. Review by Legal Counsel. The City and GlobalAI acknowledge that they and their respective legal counsel had the opportunity to participate in the negotiation, drafting, preparation, and

review of this Agreement. No term or condition in this Agreement should be construed against either party based upon the identity of the drafter.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nonetheless remain in full force and effect, unless the absence of the invalid or void provision(s) would frustrate the purpose of this Agreement.

24. Integration and Amendment. This Agreement constitutes a complete integration of the understandings between the City and GlobalAI with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between the City and GlobalAI except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by the City and GlobalAI.

25. Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both the City and GlobalAI may be deemed original and together constitute a single contract.

IN WITNESS WHEREOF, the City of Greeley and GlobalAI (Colorado) LLC have authorized and executed this Interim Water Service Agreement on the date set forth above.

**GLOBALAI (COLORADO) LLC,
a Delaware limited liability company**

By:_____

Name:_____

Title:_____

**THE CITY OF GREELEY,
a Colorado home rule municipality**

Water and Sewer Board Approval:

By:_____
Director of Water and Sewer

By:_____
Chairman

EXHIBIT A
(LEGAL DESCRIPTION AND DEPICTION OF PROPERTY)

Click here to enter text.

DATE:	1/23/2025
FILE NAME:	202240437LSP
SCALE:	NTS
DRAWN BY:	CSK

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CH BEARING
C1	174.03'	110.00'	89.385' Δ14	156.44° M45.14°31'E
C2	113.08'	72.00'	88.953' Δ30	101.82° N45.34°42'E
C3	140.34'	115.00'	88.956' Δ21	131.86° S44.93°21'E
C4	78.51'	50.00'	89.593' Δ07	70.68° S44.59°54'W
C5	108.98'	70.00'	90.071' Δ9	98.01° S44.59°50'W
C6	7.53'	10.00'	44.252' Δ00	7.72° N67.616°52'W
C7	7.935'	10.00'	45.272' Δ2	7.73° S67.18°04'E
C8	6.722'	10.00'	38.298' Δ08	6.59° N70.43°41'W
C9	6.73'	10.00'	38.333' Δ36	6.61° S70.46°25'W
C10	117.86'	75.00'	88.952' Δ22	100.06° N45.59°53'W
C11	8.69'	75.00'	89.535' Δ27	8.69° N86.41°38'W
C12	109.94'	70.00'	89.538' Δ35	93.98° N45.00°20'W
C13	102.09'	115.00'	59.515' Δ1	98.77° S25.93°4'E

LAND SURVEY PLAT

Of Multiple Parcels of Land,

Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,

County of Weld, State of Colorado

NORTHEAST SIXTEENTH CORNER
SECTION 27, T.6N., R.67W.
FOUND 3 1/4" ALUMINUM CAP
ON #6 REBAR, LS 33642, 2011

Note: Curve Table, Line Table, Legend and
Sheet Key Map are on Sheet 1 of 10

ACCESS EASEMENT
REC. NO. 347245
THE PARCELS, AS THEY
NOW EXIST OR AS THEY MAY
BE ACQUIRED IN THE FUTURE

OWNER: KODAK ALABX INC
& WINDSOR RENEWAL I LLC

FOUND BRASS TAG
LS 33064

S89°55'02"E 581.18'

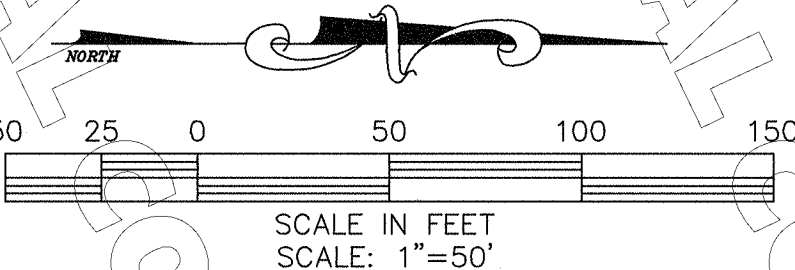
TURN 1 SOUTHEAST CORNER
SECTION 27/28, T.6N., R.67W.
FOUND 2 1/2" ALUMINUM CAP
ON #6 REBAR, LS 31169, 2005
(POINT OF COMMENCEMENT
PARCEL 1)

Roy Mosser - On Behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #50110

DATE: 1/23/2025
FILE NAME: 20240437LSP
DRAWN BY: CSK
CHECKED BY: RM

SEE SHEET 4 OF 10

SEE SHEET 4 OF 10



REVISIONS:

DATE:



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | email: contact@KingSurveyors.com

ALTA/NSPS LAND TITLE SURVEY

FOR
VIMA PARTNERS
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #:
20240437

2

SEE SHEET 3 OF 10

SEE SHEET 3 OF 10

SHEET 2 OF 10

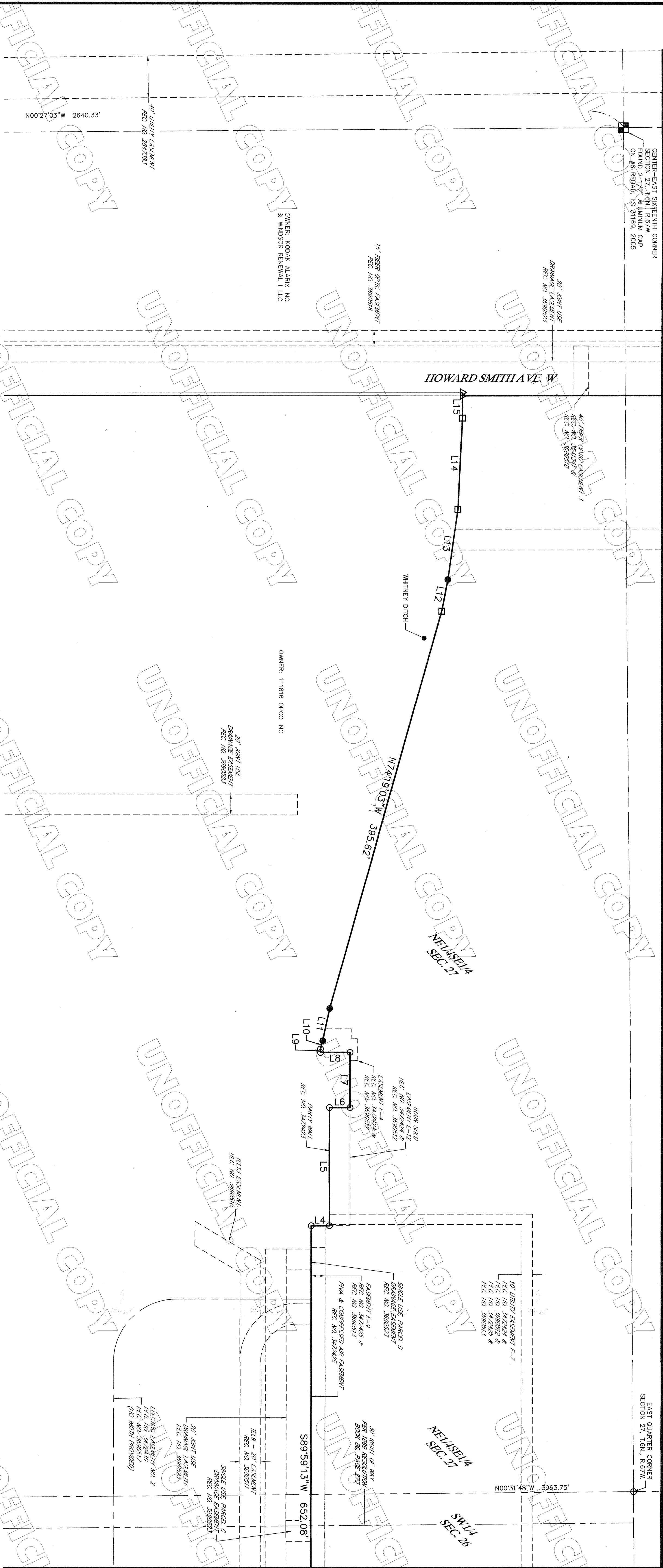
SHEET 2 OF 10

LAND SURVEY PLAT

Of Multiple Parcels of Land,
Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

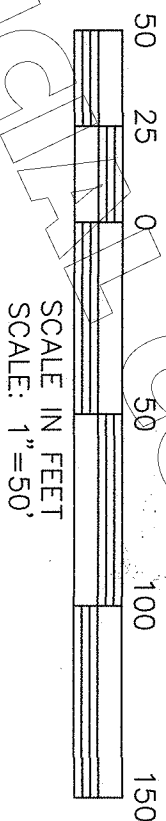
SEE SHEET 2 OF 10

SEE SHEET 2 OF 10



SEE SHEET 4 OF 10

SEE SHEET 4 OF 10



Note: Curve Table, Line Table, Legend and
Sheet Key Map are on Sheet 1 of 10

[Signature]
Professional Surveyor
No. 10000
State of Colorado
Roy Messer - On Behalf of King Surveyors
Colorado Registered Professional
Land Surveyor #5010



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

REVISIONS:	DATE:

DATE: 8/23/2025	FILE NAME: 2024-04-37LSP
SCALE: 1"=50'	DRAWN BY: CSK
CHECKED BY: RM	

ALTA/NSPS LAND TITLE SURVEY
FOR
VIMA PARTNERS
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT # 20240437

3

SHEET 3 OF 10

5010672 Pages: 4 of 10
02/11/2025 11:10 AM R Fee:\$13.00
Carly Kopas, Clerk and Recorder, Weld County, CO

DATE: 1/23/2025
FILE NAME: 202240437LSP

SEE SHEET 3 OF 10

REVISIONS:	DATE:
2	

SCALE: 1"=50'	DRAWN BY: CSK	CHECKED BY: RM
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phone: (970) 686-5011 | email: contact@KingSurveyors.com

TEL8 EASEMENT
REC. NO. 3690510

ACCESS EASEMENT
REC. NO. 3472432
INCLUDING THE WIDTH OF
THE PAVEMENT, AS THEY
NOW EXIST OR AS THEY MAY
BE MODIFIED IN THE FUTURE

TEL7 - 20' EASEMENT
REC NO. 3690511

20' JOINT USE
- DRAINAGE EASEMENT
REC. NO. 3690523

SINGLE USE, PARCEL A
- DRAINAGE EASEMENT
REC. NO. 3690523

60' UTILITY EASEMENT E-10
REC. NO. 3472425 &
REC. NO. 3690513

RE, PARCEL B
EASEMENT
3690523

OWNER: KODAK ALARIX INC
& WINDSOR RENEWAL I LLC

STM1 - 20' EASEMENT
REC NO. 3690511

10' UTILITY EASEMENT E-7
REC. NO. 3472424 &
REC. NO. 3690512 &
REC. NO. 3472425 &
REC. NO. 3690513

20' JOINT USE
DRAINAGE EASEMENT
REC NO. 3690523

ACCESS EASEMENT
REC. NO. 3472432
INCLUDING THE WIDTH OF
THE PAVEMENT, AS THEY
NOW EXIST OR AS THEY MAY
BE MODIFIED IN THE FUTURE

PIVA & COMPRESSED AIR EASEMENT
REC. NO. 3472425

S89°58'54"W 153.20

20' JOINT USE
- DRAINAGE EASEMENT
REC NO 3690523

TEL 1 - 20' EASEMENT
REC. NO. 3690511

EAST QUARTER CORNER
SECTION 27, T.6N., R.67W.

NE1/4SE1/4
SEC. 27

30' RIGHT OF WAY
PER 1889 RESOLUTION
BOOK 86, PAGE 273

S89°59'13"W 652.08

TEL9 - 20' EASEMENT
REC NO 3690511

SINGLE USE, PARCEL C
DRAINAGE EASEMENT
REC. NO. 3690523

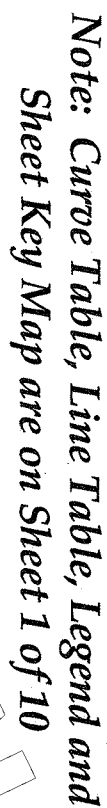
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REC. NO. 3472430
REC. NO. 3690517
(NO WIDTH PROVIDED)

OWNER: 111616 OPCO INC

Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #20110

4

1"=50'
DRAWN BY: CSK
CHECKED BY: RM



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

5010672
2/21/2025 11:18 AM
Pages: 7 of 10
Fee: \$103.00
Surveyor: Roy Weisser, P.E.
Professional Surveyor #30710

LAND SURVEY PLAT

Of Multiple Parcels of Land,
Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

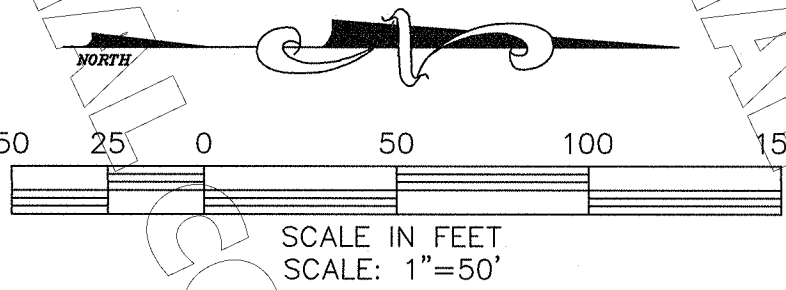
Roy Weisser
DO NOT SCALE
1/23/2025
Roy Weisser, P.E.
Colorado Registered Professional
Land Surveyor #30710

SEE SHEET 5 OF 10

SEE SHEET 5 OF 10

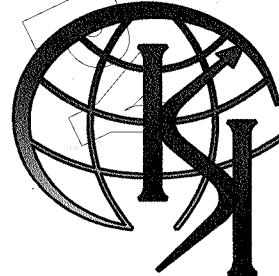
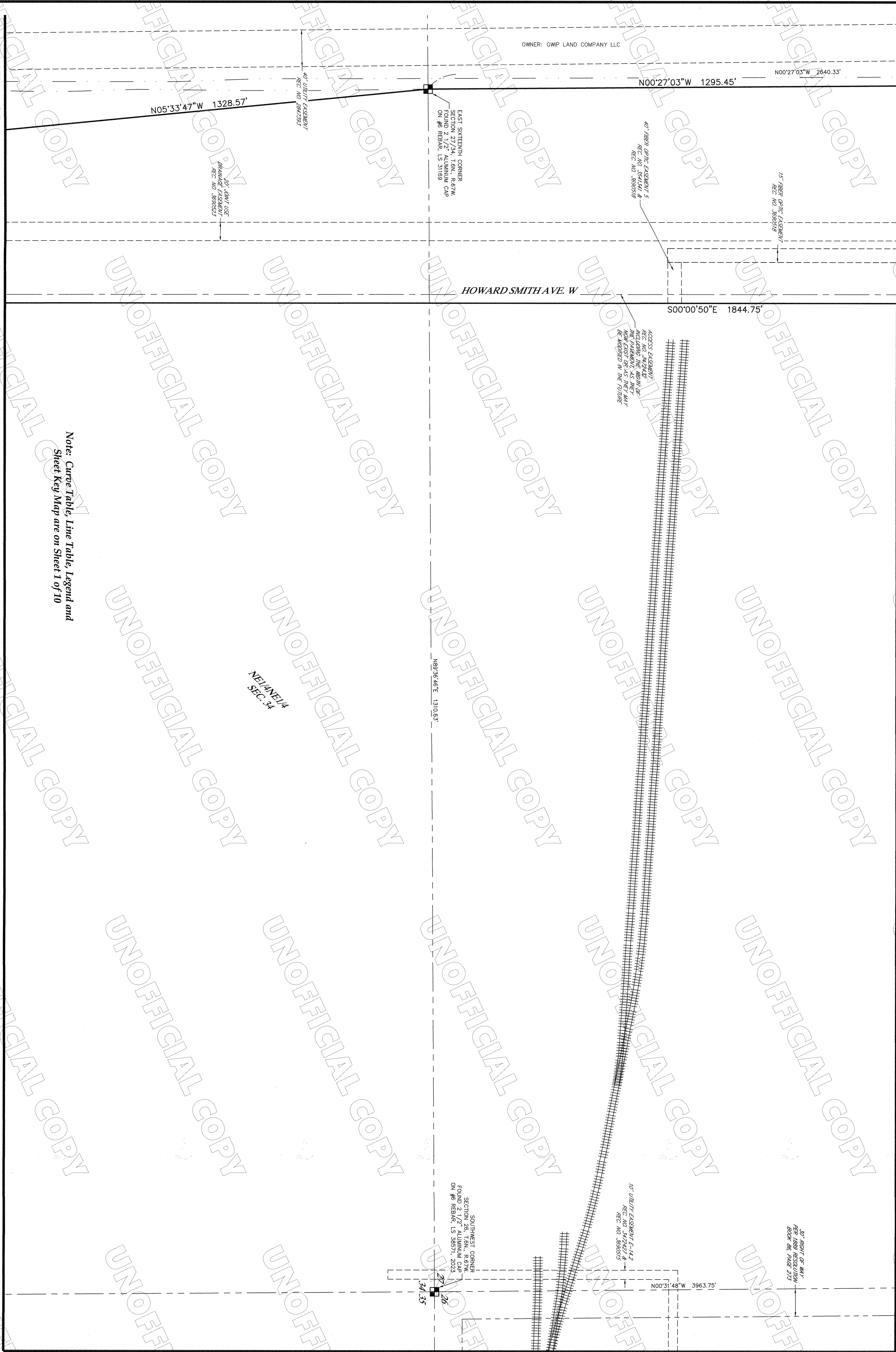
SEE SHEET 8 OF 10

SEE SHEET 8 OF 10



SEE SHEET 9 OF 10

SEE SHEET 9 OF 10



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

REVISIONS:	DATE:

DATE:	1/23/2025
FILE NAME:	20240437.SP
SCALE:	1"=50'
DRAWN BY:	CSK
CHECKED BY:	RM

ALTA/NSPS LAND TITLE SURVEY
FOR
VIMA PARTNERS
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #
20240437

7

SHEET 7 OF 10

SEE SHEET 6 OF 10

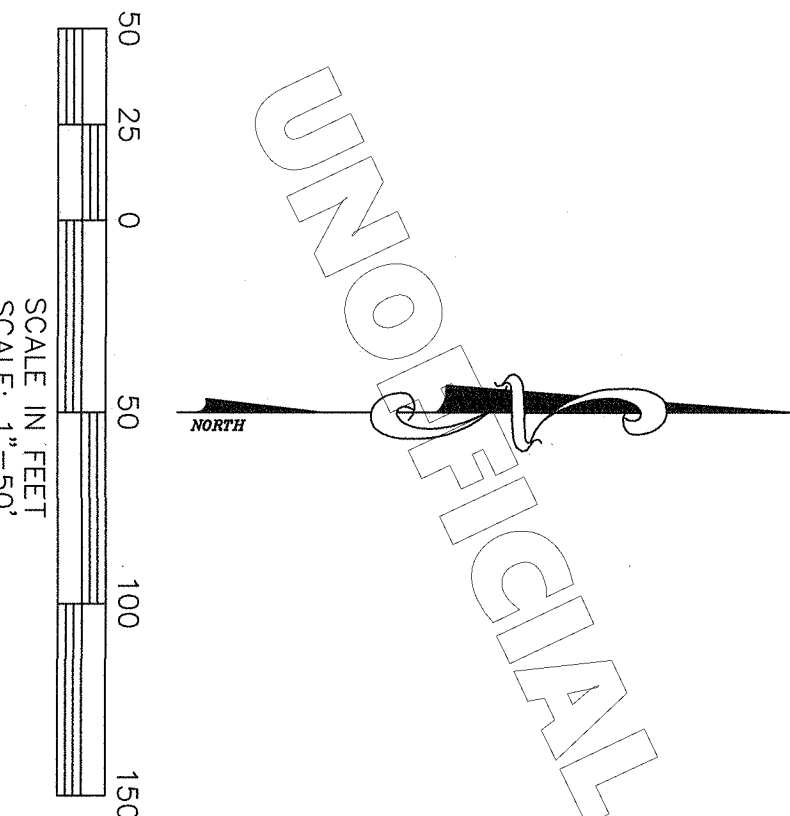
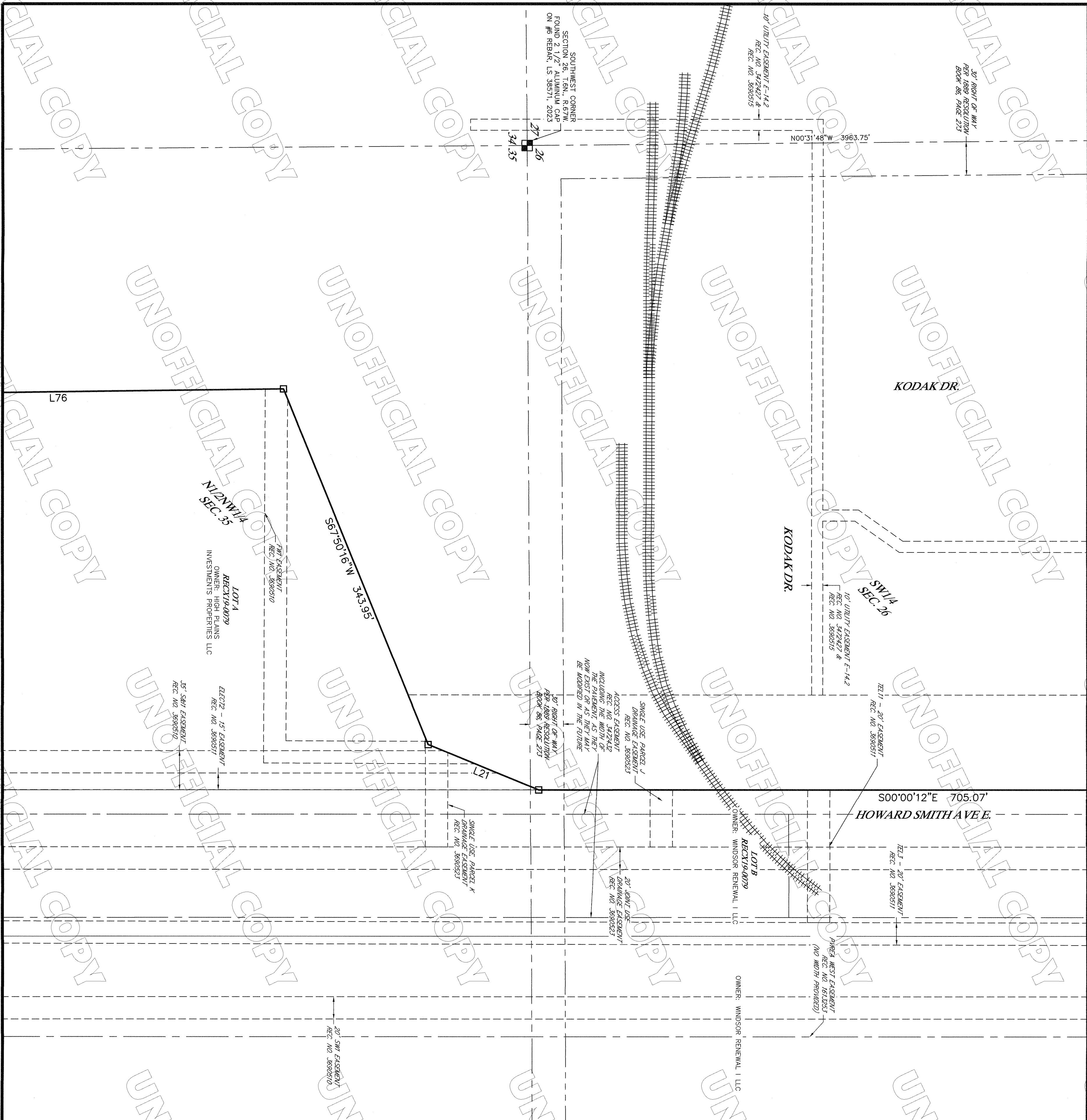
SEE SHEET 6 OF 10

SEE SHEET 7 OF 10

SEE SHEET 7 OF 10

SEE SHEET 9 OF 10

SEE SHEET 9 OF 10



Note: Curve Table, Line Table, Legend and Sheet Key Map are on Sheet 1 of 10

Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

8

ALTA/NSPS LAND TITLE SURVEY
FOR
VIMA PARTNERS
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

REVISIONS:

DATE:



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com

DATE _____

1/23/2025

FILE NAME:

20240437LS

1"=50'

DRAWN BY:

CSK

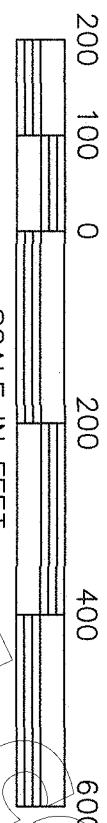
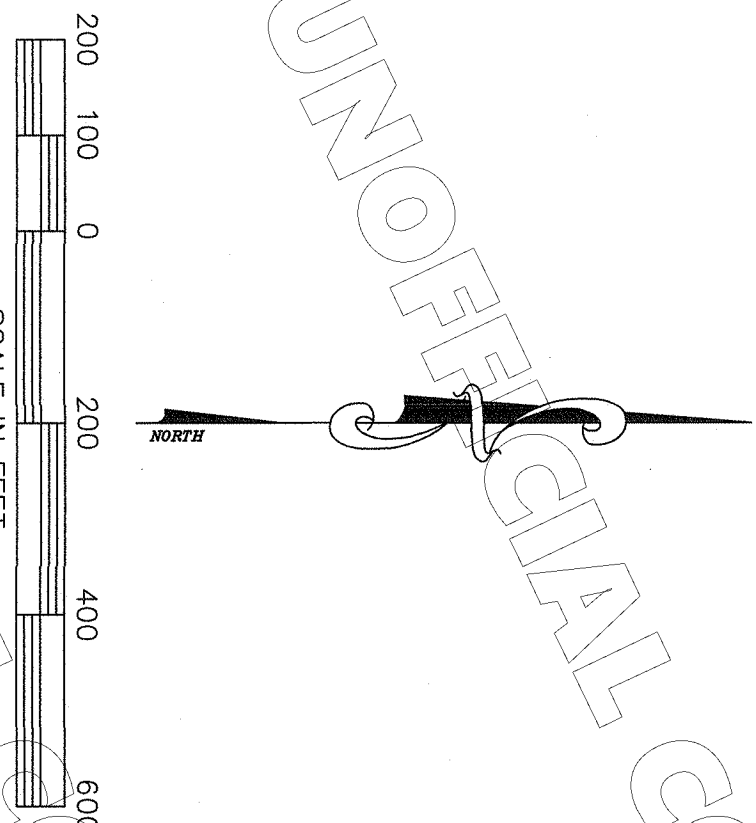
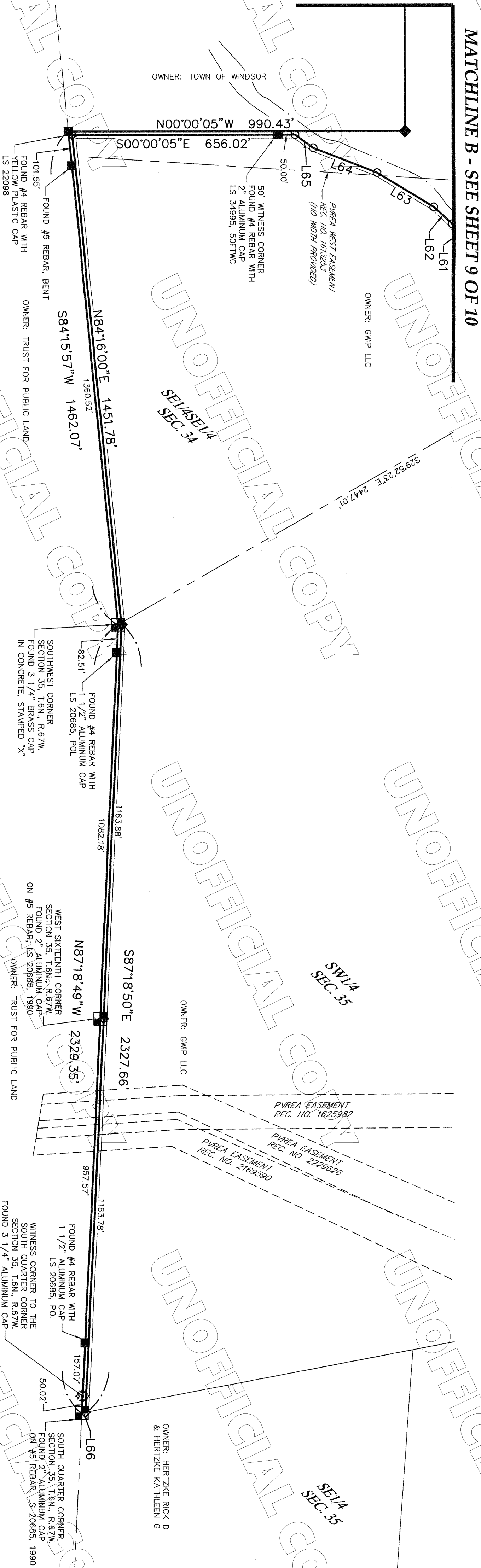
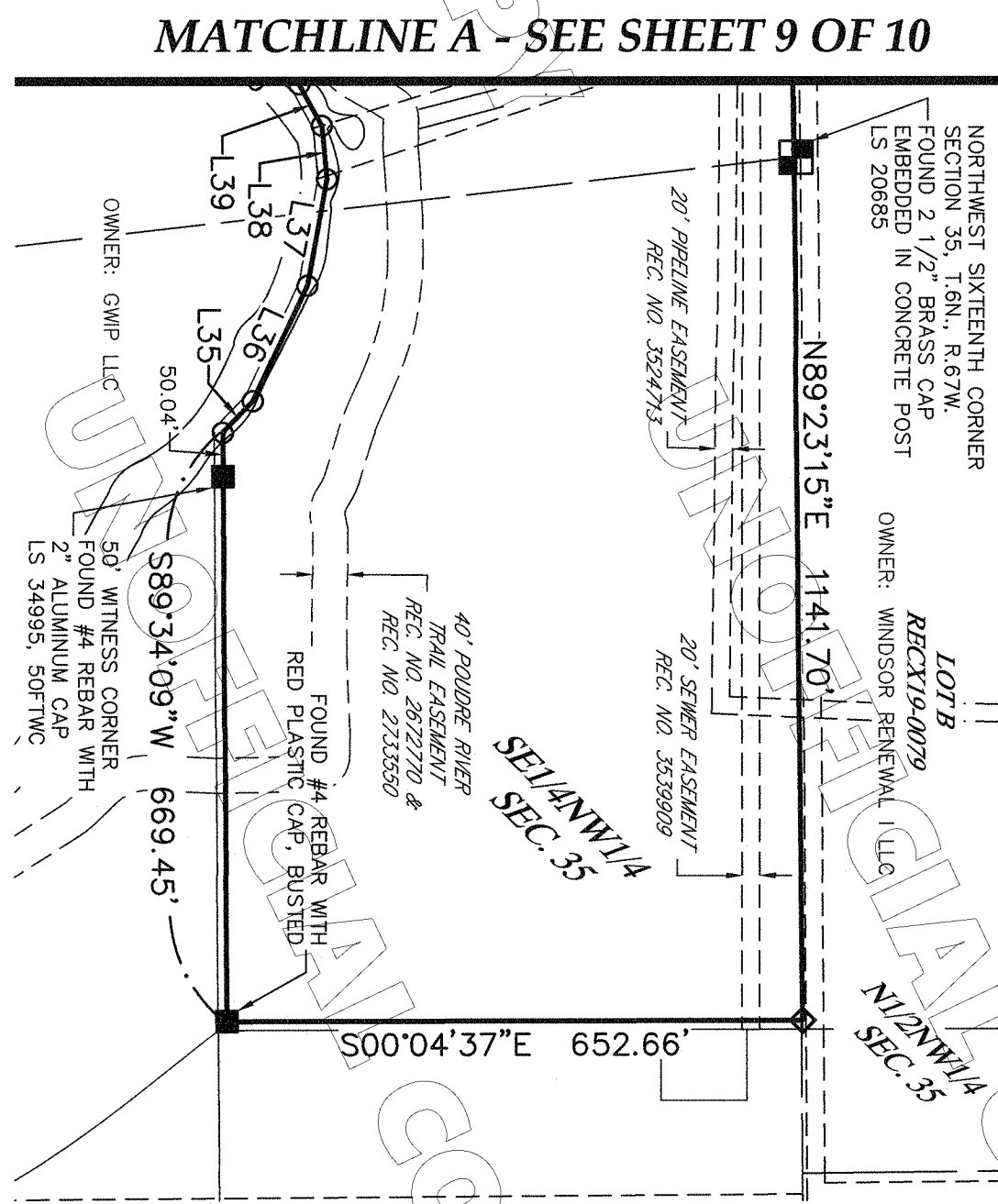
CHECKED BY:

LAND SURVEY PLAT

Of Multiple Parcels of Land,

Situate in Sections 26, 27, 34 and 35, Township 6 North, Range 67 West of the 6th P.M.,

County of Weld, State of Colorado



Note: Curve Table, Line Table, Legend and Sheet Key Map are on Sheet 1 of 10



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550

phone: (970) 686-5011 | email: contact@KingSurveyors.com

DATE: 1/23/2025
FILE NAME: 2024-04-30-SP
SCALE: 1"=200'

DRAWN BY: CSK
CHECKED BY: RM

REVISIONS:	DATE:

ALTA/NSPS LAND TITLE SURVEY

FOR
VIMA PARTNERS
1625 PELICAN LAKES POINT #201
WINDSOR, CO 80550

PROJECT #:
2024-04-37

10

SHEET 10 OF 10