

GOLDEN EAGLE ACRES SUBDIVISION

AMENDED AND RESTATED WATER RULES AND REGULATIONS

Adopted and Administered by the Golden Eagle Acres Metropolitan Districts

Approved to be effective as of March 4, 2021

ARTICLE I
GENERAL

1.1 Authority

The Golden Eagle Acres Metropolitan Districts Nos. 1-3 (“Districts”) are a part of a quasi-municipal and political subdivision with those powers of special district which are specifically granted for carrying out the objectives and purposes of the Districts.

Golden Eagle Acres, Inc. (“Owner”) is the owner of that certain project located within the Golden Eagle Acres Subdivision in the Town of Severance, Colorado.

1.2 Purpose

The purpose of this consolidated body of Rules and Regulations is to ensure an orderly and uniform administration of irrigation water operations in the Golden Eagle Acres Subdivision. These Rules and Regulations apply *only* to the Non-Potable Water System (as defined herein), not to the potable water system, as that system will be managed and controlled by the Town of Severance (“Town”) or another public entity providing potable water service to the Golden Eagle Acres Subdivision (“Property”).

1.3 Policy

The authority of the Districts to adopt by-laws, rates, rules and regulations is expressly conferred by Colorado statute. The Executive Board of the Districts hereby declares that the policies, procedures, rules and regulations (“Rules and Regulations”) hereinafter set forth will serve a public use and are necessary to promote the health, safety, prosperity, security, and general welfare of the inhabitants of the Districts.

1.4 Scope

These Rules and Regulations shall be treated and considered as comprehensive regulations governing the operations and functions of the Districts with regard to the Non-Potable Water System.

1.5 Intent of Rules and Regulations

It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Executive Board by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the Districts and any other governmental entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the Districts to secure the full benefit and protection of any law which is now enacted

or may subsequently be enacted by the Colorado General Assembly pertaining to the affairs of the Districts. Any ambiguity, conflict, omission or question of interpretation of these Rules and Regulations shall be determined in the sole discretion of the Districts' Executive Board.

1.6 Amendment

It is specifically acknowledged that Owner initially, and then the Districts, once the Non-Potable Water System has been transferred to it, shall have the power to amend these Rules and Regulations, and such amendments must be approved in writing. Except where an amendment expressly requires the consent of the Town, the Owner or North Weld County Water District ("NWCWD"), these Rules and Regulations may be altered, amended or added to from time to time and such alterations, additions or amendments shall be binding and of full force and effect as of the date of their adoption by Owner or the Districts following transfer of the system. These Rules and Regulations are subject to, and may not conflict with, the Subdivision Improvements Agreement, recorded in the office of the Clerk and Recorder of Weld County, Colorado.

1.7 Miscellaneous.

1.7.1 Usage and Titles. All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a particular and appropriate meaning in the law shall be construed and understood according to such particular and appropriate meaning. The title of any heading in these Rules and Regulations shall not be deemed in any way to restrict, qualify, or limit the effect of the provisions set forth in the section or subsection set forth under each heading.

1.7.2 Severability. Should any section, subsection, sentence, clause or phrase of these Rules and Regulations be judicially determined invalid or unenforceable, such judgment shall not effect, impair, or invalidate the remaining provisions of these Rules and Regulations, the intention being that the various sections and provisions hereof are severable.

1.7.3 Prior Offenses. Nothing in these Rules and Regulations shall affect any offense or act committed or done, or any obligation, penalty or forfeiture incurred by any person or under any contract or right established or occurring before the effective date of these Rules and Regulations.

1.7.4 No Damages for Failure to Enforce. Nothing herein contained shall create any right to damages against the Districts, their directors, officers, agents or employees for the Districts' failure to enforce any or all of these Rules and Regulations.

1.7.5 Availability of Service. Non-potable water service shall be available only in accordance with these Rules and Regulations and on the basis of the charges established

therefore and subject to all penalties and charges for violation thereof, or any applicable statutes, and subject to the availability of facilities and capacity.

1.7.6 Control and Operation of Facilities. All water facilities and property of the Districts shall be under the management of the Districts' Manager and the control of the Executive Board. Except as set forth in the Declaration of Covenants, Conditions and Restrictions for Golden Eagle Acres Subdivision ("Declaration"), no other person shall have any right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the Districts' facilities without the Districts' prior written consent.

1.7.7 Inspections. All inspections, observations, testing and reviews performed by the Districts whether of private premises to insure compliance with these Rules and Regulations, or of the Districts' property and facilities, are performed for the sole and exclusive benefit of the Districts. No liability shall attach to the Districts by reason of any such inspections, observations, testing or reviews, or by reason of any denial or issuance of any approval or permit for any work subject to the authority or jurisdiction of the Districts.

1.7.8 Ownership of Facilities. The Districts exercises all rights and responsibilities attendant to the water facilities owned by the Districts and, in the future, shall accept ownership responsibilities only for additional facilities which have been formally conveyed to and accepted by the Districts.

1.7.9 Ownership of Water Rights. Ownership or the right to use water rights necessary for provision of Non-Potable Water service by the Districts shall be acquired by the Districts, in order to provide Non-Potable Water service to lands currently located within the Districts. Future expansion of the Districts' area through annexations may require additional interests in water rights to be dedicated to the Districts, by or on behalf of property owners requesting irrigation services. Such water rights shall be in accordance with service requirements of the Districts working in conjunction with the Town and shall be sufficient to provide the Districts with adequate supply of irrigation water for the development contemplated, for the areas proposed to be served, and for all service obligations undertaken by the Districts.

ARTICLE II DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of the terms used herein shall be as follows:

- 2.1 **"Equivalent Dwelling Unit"** or **"Single Family Equivalent Dwelling Unit"** means a use which is estimated to have an impact upon the Non-Potable Water System equal to that of the average usage of a Dwelling Unit.
- 2.2 **"Gender"** the use of any gender shall be applicable to all genders.

- 2.3 **“Districts”** means Golden Eagle Acres Metropolitan Districts Nos. 1-4, which Districts shall be responsible for the installation, operation, and maintenance of the Non-Potable Water System operating throughout Golden Eagle Acres Subdivision.
- 2.4 **“Irrigation Water System”** or **“Non-Potable Water System”** means any water main line, appurtenances, accessories or portion thereof owned, leased, or maintained by or for the Districts in connection with the Property’s management, administration, control and/or provision of Non-potable Water service or irrigation water within the Property’s boundaries.
- 2.5 **“Manager”** of the Districts means the person or entity retained by the Board to administer and supervise the affairs of the Districts and its employees.
- 2.6 **“Non-Potable Water”** is all non-potable water administered, managed, controlled or provided by the Districts for the Non-Potable Water System.
- 2.7 **“Permit”** means the written permission to connect to or enlarge the use for the Irrigation Water System of the Districts pursuant to the Rules and Regulations of the Districts.
- 2.8 **“Person”** means any entity of any nature, whether public or private.
- 2.9 **“Rules and Regulations”** means the Rules and Regulations of the Districts, including all amendments and policies as set forth in the Districts minutes and resolutions.
- 2.10 **“Service Line”** means any privately owned and maintained pipe, line or conduit used or to be used to provide irrigation water service from water main, whether the pipe, line or conduit is connected or not.
- 2.11 **“Shall”** or **“May”** whenever “shall” is used herein, it shall be construed as a mandatory direction. Whenever “may” is used herein, it shall be construed as a permissible, but not mandatory direction.
- 2.12 **“Singular and Plural”** as pertains to these Rules and Regulations, the singular includes the plural and the plural includes the singular wherever applicable.
- 2.13 **“Water Main”** and/or **“Main Line”** means any pipe, piping, or system of piping used as a conduit for water in the Irrigation Water System and owned, operated, maintained, leased or controlled by the Districts.

Any other term not herein defined shall be defined as presented in the “Glossary - Water and Sewage Control Engineering”, A.P.H.A., A.W.W.A., A.S.C.E. and F.W.S.A., latest editions.

ARTICLE III
OWNERSHIP AND OPERATION OF FACILITIES

3.1 Responsibilities of Districts

Except as otherwise provided by these Rules and Regulations, the Districts are responsible for the operation and maintenance of the Non-Potable Water System, which operation and maintenance shall be carried out in a sound and economical manner, in accordance with these Rules and Regulations and the Declaration. The Districts shall not be liable or responsible for inadequate service or interruption of service brought about by circumstances beyond its control.

3.2 Limitation of Liability of Districts

By agreeing to receive Non-Potable Water from the Districts, lot owners expressly stipulate that no claim for damage shall be made against the Districts by reason of the following: breakage of any water main line by Districts' personnel; interruption of water service and the conditions resulting therefrom; breaking of any main line, service line, valve, pipe, or meter; failure of the water supply; shutting off or turning on water; making of connections or extensions; damage caused by water running or escaping from open or defective faucets; burst service lines or other facilities not owned by the Districts; damage to sprinkler systems or other appliances or apparatuses, devices or equipment used for irrigation of property, resulting from shutting off or turning on of water, or from inadequate, excessive or sporadic pressures; or for doing anything to the Non-Potable Water System of the Districts deemed necessary by the Executive Board or their agents.

3.3 Rights and Authority

The Districts shall have no responsibility for notification to customers of any of the foregoing conditions. All irrigation water users within the Districts shall be obligated to connect to the Districts Irrigation Water System unless otherwise agreed to in writing by the Districts. The Districts reserves the right to discontinue service to any property, at any time, for any reason deemed necessary or appropriate.

The Districts shall have the right to revoke service to any property for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations.

The Districts reserves the right to terminate service to any user of the Irrigation Water System. Unless otherwise provided herein, the Districts shall give written notice to such user of the Districts' intention to terminate service. Under no circumstance shall any user be entitled to or obtain, claim or assert any perpetual right to irrigation water service from the Districts or in any Districts easements, Water Mains or connections, whether under contract or otherwise, and such user shall be bound by all Rules and Regulations of the

Districts as altered or amended from time to time governing the administration and use of, and charges for irrigation water service from, the Districts' Irrigation Water System.

Service limitations and prohibitions under any law or which may be contained within any contractual agreement of the Districts with any other governmental body shall also constitute prohibitions and limitations upon any user of the facilities of the Districts, except as may be provided by special permit.

3.4 Ownership of Facilities

All existing and future Main Lines and treatment works connected with and forming an integral part of the Non-Potable Water System upon transfer from Owner shall become and remain the property of the Districts, unless any contract provides otherwise. Said ownership will remain valid whether the Main Lines and treatment works are constructed, financed, paid for, or otherwise acquired by the Districts, or by other persons. Following the acquisition of the Non Potable Water System by the Districts, the Districts shall not thereafter transfer, convey, encumber or lease the Non Potable Water System to third parties without the prior written consent of NWCWD.

3.4.1 Ownership of Irrigation Water Facilities. For irrigation water, the Districts shall own, and the Districts is responsible for, the maintenance of the water service line, up to and including the curb stop valve or the lot owner's property line, whichever is closer to the Water Main. The lot owner is responsible for the maintenance of the remaining portion of the service line serving his property.

3.5 Right of Entry, Inspection and Maintenance Powers and Authority of Districts Agents

Authorized employees of the Districts, the Districts Manager, or other personnel authorized by the Districts Manager, bearing proper credentials and identification, shall be permitted by the customer/owner to enter upon all properties at reasonable times for the purpose of installation, replacement, repair, maintenance, inspection, observation, measurement, sampling, and testing of any water meter, meter pit if one exists, curb stop valve and/or box, radio frequency device if one exists, sump pump, water service lines and Districts easements in accordance with the provisions of these Rules and Regulations. The granting of right of entry by the customer/owner is a condition precedent and a condition subsequent to the provision of water service by the Districts. Refusal to permit such access to Districts personnel in the performance of their duties may result in immediate termination of water service to the premises, and/or may cause additional charges to the customer at the discretion of the Districts Manager. Failure to permit such inspection, observation, measurement, sampling and/or testing upon the written request of the Manager may result in a presumption that permission is being denied to avoid discovery of a violation that would result in the disconnection of service to the property by the party failing to permit such activity.

3.6 Modification, Waiver and Suspension of Rules

The Board or the Manager, acting on instructions of the Board, shall have the sole authority to waive, suspend, or modify these Rules and Regulations, and any such waiver, suspension or modification must be in writing, signed by the Board or the Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed a continuing waiver.

ARTICLE IV USE OF IRRIGATION WATER SYSTEMS

Irrigation water services will be furnished to property included within the Districts subject to the Districts' Rules and Regulations and subject to fees, rates, charges and tolls as provided herein and as imposed by the Districts. It is currently contemplated that irrigation water under this Article IV is being provided by the Districts for the sole use of irrigating landscaping of all irrigable areas within the Golden Eagle Acres Subdivision.

4.1 Non-Potable Water Meter and Meter Pit

The installation of the non-potable water meter and meter pit shall be constructed by the lot purchaser and will be installed as per the Appendix A-2.

4.2 Unauthorized Tampering with System

4.1.1 Unauthorized Use. No unauthorized person shall uncover, use, alter, disturb, or make any connection with, or opening onto, use, alter, or disturb the Irrigation Water System without first obtaining a written approval from the Districts. Unauthorized uses of, or tampering with, the Districts Irrigation Water System includes, but is not limited to, a change in the customer's equipment, service or use of property, an unauthorized turn-on or turn-off of irrigation water service, burying valve boxes, or modifying any irrigation water meter.

4.1.2 Malicious Damage to System. No person shall maliciously, willfully, or negligently, break, damage, destroy, cover, uncover, deface or tamper with any portion of the Districts Irrigation Water System.

4.1.3 Violators Prosecuted. Any person who shall violate the provisions of this Article IV shall be prosecuted to the full extent of Colorado law.

4.1.4 Violators Fined. Any person violating any of the provisions of these Rules and Regulations may become liable to the Districts for payment of a \$1,000.00 fine or fines as otherwise established at the discretion of the Board, plus any expense, loss or damage occasioned by reason of such violation following notice and an opportunity for a hearing. Such costs shall constitute assessments of fees, tolls, charges and other impositions permitted under the Special District Act, Section 32-1-101, and 32-1-1001 C.R.S., and shall have the lien priority described in that statute.

4.3 Use of Irrigation Water System

4.3.1 Notice of Changes and Repairs of Leaks. The customer shall notify the Districts prior to any expansion or addition to the service or use of the property served by the Districts' Irrigation Water System and upon any change of ownership of said property. Each customer shall be responsible for all costs associated with the construction and maintenance of the length of the service line to the curb stop or property line, whichever is closer to the Main Line. Service lines shall be constructed in accordance with specific instructions to be obtained from the Districts prior to commencing construction.

Leaks or breaks in the service line shall be repaired by the customer within seventy-two (72) hours of obtaining knowledge of a leak or from the time of notification of such condition by the Districts. If satisfactory progress toward repairing said leak has not been completed within the same time period, the Manager shall shut off the service until the leaks or breaks have been repaired; in addition, the Districts shall have the right to effect the repair, and the costs therefore shall constitute a lien on and against the property of such customer as security for payment of such costs, as provided for by Section 38-33.3-316, C.R.S.

4.4 Watering Schedule, Non-Potable Water System – Restrictions of Use

In the event it appears that the unrestricted water use may endanger the adequacy of supply, the Districts shall reduce the delivery of non-potable water to only that which can be irrigated with the supply available from the water rights represented by the four (4) shares of the capital stock of the Larimer and Weld Irrigation Company and the four (4) shares of the capital stock of the Larimer and Weld Reservoir Company owned by the Districts. The start date of the non-potable irrigation season and the delivery of non-potable water will coincide with the start of delivery of water from the Larimer and Weld Irrigation Company. The prairie, pasture and native grasses grown on the 2 Agricultural Lots and 11 Outlots will be irrigated only with the water delivered by the Larimer and Weld Irrigation Company, which is available primarily during the months of May and June. The residential lots will be irrigated by water from the Larimer and Weld Irrigation Company when it is available early in the season with a shift to water made available by the Larimer and Weld Reservoir Company later in the season. The Districts shall require the installation of separate taps to each lot within Golden Eagle Acres Subdivision near the homes constructed or to be constructed thereon and also to the Agricultural Lots and Outlots. During periods of drought when a sufficient supply of irrigation water is not available, the Districts shall terminate the delivery of non-potable irrigation water to the Agricultural Lots and to the Outlots and, as necessary, limit the supply available to the remaining residential lots. This Section 4.4 of the Rules and Regulations shall not be amended or modified without the prior written consent of NWCWD.

Emergency water use regulations and restrictions shall remain in force and effect until the Board determines that the conditions requiring their imposition no longer exist. A day constitutes a 24 hour day from 12:00 am to 11:59 pm.

4.4.1 General Use Restrictions. Irrigation sprinklers should only be operated between the hours of 7 pm and 9 am. Drip irrigation systems may be operated between the hours of 6 pm and 11 am.

4.4.2 Alternating Water Days.

Even Numbered Single Family Addresses: Watering permitted three (3) days per week on Tuesdays, Thursdays and Saturdays only, during the periods set forth above.

Odd Numbered Single Family Addresses: Watering permitted three (3) days per week on Wednesdays, Fridays and Sundays only, during the periods set forth above.

* This schedule will not be enforced until two (2) months after the installation of the initial sod on any new construction, but may be enforced anytime thereafter.

4.4.3 Drought Restrictions.

During periods of drought or shortage, the board of directors for the Districts shall reduce delivery of non-potable irrigation water from 3 days to 2 days per week. This Section 4.4.3 of the Rules and Regulations shall not be amended or modified without the prior written consent of NWCWD. The Districts shall work cooperatively with NWCWD on adopting appropriate drought restrictions and further limitations of days property owners may water their lots and yards. The intent of the Districts is to promote water conservation and prohibit excessive irrigation

The District will adopt appropriate water conservation and drought restrictions and guidelines for property within the District or receiving service to the District in the case of a drought and shall update and advise NWCWD of any restrictions in an effort to disclose information and coordinate any drought mitigation or water conservation efforts.

ARTICLE V RATES AND CHARGES

5.1 General

The information contained in this Article is pertinent to all charges of whatever nature to be levied for the provision of irrigation water service. Said rates and charges as herein established are in existence and effect at this time, and shall remain in effect until modified by the Board under the provisions of these Rules and Regulations, and under the applicable statutes of the State of Colorado. Nothing contained herein shall limit the Board from modifying rates and charges, or from modifying any classification except as expressly set forth herein.

5.2 Application of this Article

The rates, charges, and other information shown herein shall apply only to customers inside the Golden Eagle Acres Subdivision, and shall in no way obligate the Districts with respect to services provided outside the boundaries of the Districts.

5.3 Classification of Customers

For the purpose of levying fair, reasonable, uniform, and equitable charges, the following classifications and related definitions are provided:

5.3.1 Single-Family Residential Unit. Includes single-family units under the definition of single-family residential unit.

5.4 Service Charge

Service charges shall be as reflected in the Schedule of Fees and Charges, attached hereto as Appendix A. Service charges will be charged and billed on an annual basis, prior to the irrigation season. Additional charges for additional water quantity may be billed monthly as use occurs. The service charge will be prorated for the first year at the time of closing. Thereafter, the bills will be sent out before the end of the first quarter of each fiscal year.

5.5 Payment of Service Charges

The customer shall pay to the Districts within ten (10) days after the billing date the full amount of that statement.

5.6 Penalty for Late Payment

At any time the customer is fifteen (15) days tardy in payment of any charges due the Districts, the Districts shall assess an interest charge at the rate of one percent (1%) per month on the unpaid balance. The Districts shall further have the right, in its sole discretion, to terminate service to any customer who becomes thirty (30) days or more tardy in payment for scheduled services, following notice and an opportunity for a hearing as outlined herein.

The Districts shall assess to any customer who is tardy in payment of his account, all legal, court, disconnection, and other costs necessary to or incidental to the collection of said account.

Until paid, all such fees, rates, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of this state for the foreclosure of mechanics' liens.

5.7 Foreclosure Proceedings/Attorney's Fees

At any time it becomes necessary after other efforts (letters, posted notices) to collect delinquent payments of any fee or charge imposed by the Districts under these Rules and Regulations and/or Colorado law are unsuccessful, the Districts may then initiate foreclosure proceedings as provided for by Section 38-33.3-316(11), C.R.S. All of the provisions of these Rules and Regulations to the contrary notwithstanding, all customers/users of the Districts Non-Potable Water System hereby agree to be bound by these Rules and Regulations as a matter of contract and for which there is good and valuable consideration. Further, in the event the Districts shall commence a foreclosure action or proceeding to collect any payments of whatsoever nature due and payable to the Districts, then in said event the party being foreclosed upon agrees hereby to the payment of any and all costs incurred in connection with said foreclosure proceedings including, but not limited to, reasonable attorney's fees which the court shall tax as a part of the costs of such foreclosure proceedings. In the event payment is made by the customer prior to the foreclosure sale, said attorney's fees and any and all other fees outstanding against the subject account and relating to the subject real property, must also be paid as a pre-condition to the resumption of service to the subject property.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Claims Against the Districts.

In the event any person claims to have suffered an injury of any kind by the Districts or by a director or employee thereof related to the provision of irrigation water services, such person shall, within one hundred eighty (180) days after the discovery of such injury, advise the Manager or the secretary of the Districts by written notice of intent to make a claim. In the notice, such person shall accurately describe the date, time, location and circumstance of the event complained of; the name and address of the person or persons entitled to relief; and name of any individuals involved; a statement of the nature and extent of the injury claimed to have been suffered; and the amount of monetary damages suffered and the relief requested.

6.2. Construction of Rules and Regulations.

6.2.1 Interpretation. Any dispute over interpretation of the Rules and Regulations, or concerning their application in any particular case, shall be submitted to the Board, and their decision shall be final and conclusive.

6.2.2 Headings. The headings which appear in the Rules and Regulations are for the purpose of identification and do not constitute any part of the Rules and Regulations.

6.2.3 Severability. If any provisions of the Rules and Regulations are held invalid for any reason by a court of competent jurisdiction as part of a judgment, judicial decree, court order or otherwise, such adjudication shall not affect in any manner or particular any of the

provisions contained in the Rules and Regulations, and the remaining Rules and Regulations shall remain in full force and effect.

6.2.4 Limitation. The Rules and Regulations are implemented by the Board in furtherance of certain rights and powers conferred by statute. The Rules and Regulations are not to be construed as a limitation upon any general or specific powers of the Board, or as an expression by the Board of only certain limited powers which it intends to use.

6.3 Supplement to Law.

The provisions of these Rules and Regulations shall be in addition to and in supplement of the terms and provisions of the Declaration and the laws of the State of Colorado. To the extent there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control except that it is the Owner's and the Executive Board's intention that the documents be read together and harmonized to the extent possible for the effective and efficient operation of the Non-Potable Water System and for the benefit of owners and customers. Amendments to these Rules and Regulations are incorporated into the Declaration by reference.

APPENDIX A-1

IRRIGATION WATER SERVICE LINE CONSTRUCTION, RATES AND CHARGES SCHEDULE

Rules and Regulations

The applicant, contractor, and property owner are responsible for knowledge of all provisions of the Rules and Regulations. The items below are restated for emphasis:

Water Service Lines

Owner's Responsibility

The Operating District is responsible for the maintenance of the water service line, up to and including the curb stop valve or the owner's property line, whichever is closer to the main. The customer is responsible for the maintenance of the remaining portion of the service line serving the property.

Irrigation Water Meters And Remotes

All water service lines shall have an irrigation water meter before irrigation water is turned on. The cost of the meter shall be borne by the customer.

All meters must be in accordance with District standards (see attached depiction in Appendix A-2) and the water meter with remote read unit.

It shall be the builder's/contractor's responsibility to protect the meter from freezing or other physical damage during construction. After completion of the construction and acceptance by the owner, it shall be the owner's responsibility to protect the meter from freezing, from damage due to high water pressure (i.e. PRV), and other physical damage.

All meter installations must be in freeze-proof, convenient and easily accessible areas.

Irrigation water will remain turned off at curb stop until irrigation water meter is installed. All irrigation water is to be metered, including that used during construction.

SINGLE FAMILY PRIMARY IRRIGATION WATER SERVICE RATES

Base Rate: \$20.00 per month, per single family residential lot during the irrigation season. The irrigation season is approximately May 1st of each year through October 31st (weather depending).

Plus: \$3.43 per 1,000 gallons for usage billed monthly.

Plus: If yearly usage exceeds 228,000 gallons a surcharge of an additional \$6.00 per 1000 gallons shall apply. Thus \$9.43 per 1,000 gallons for usage over 228,000 gallons in addition to any pro-rata share of necessary additional water costs.

Each lot is allocated a total of 228,000 gallons annually. If any individual lot exceeds this annual gallon allotment the surcharge will be assessed to enable the District to purchase additional water to cover the additional use. Any fees for the additional water will include the actual direct water cost and the administrative costs associated with the acquisition. The acquisition costs shall be in addition to the surcharge described above.

Additionally, each homeowner shall have their water costs abated by ½ for each month for a period lasting 365 days following the purchase date of their home. The purchase date of the home will be deemed to be the date on the deed for the initial sale following the construction of a single family residence.

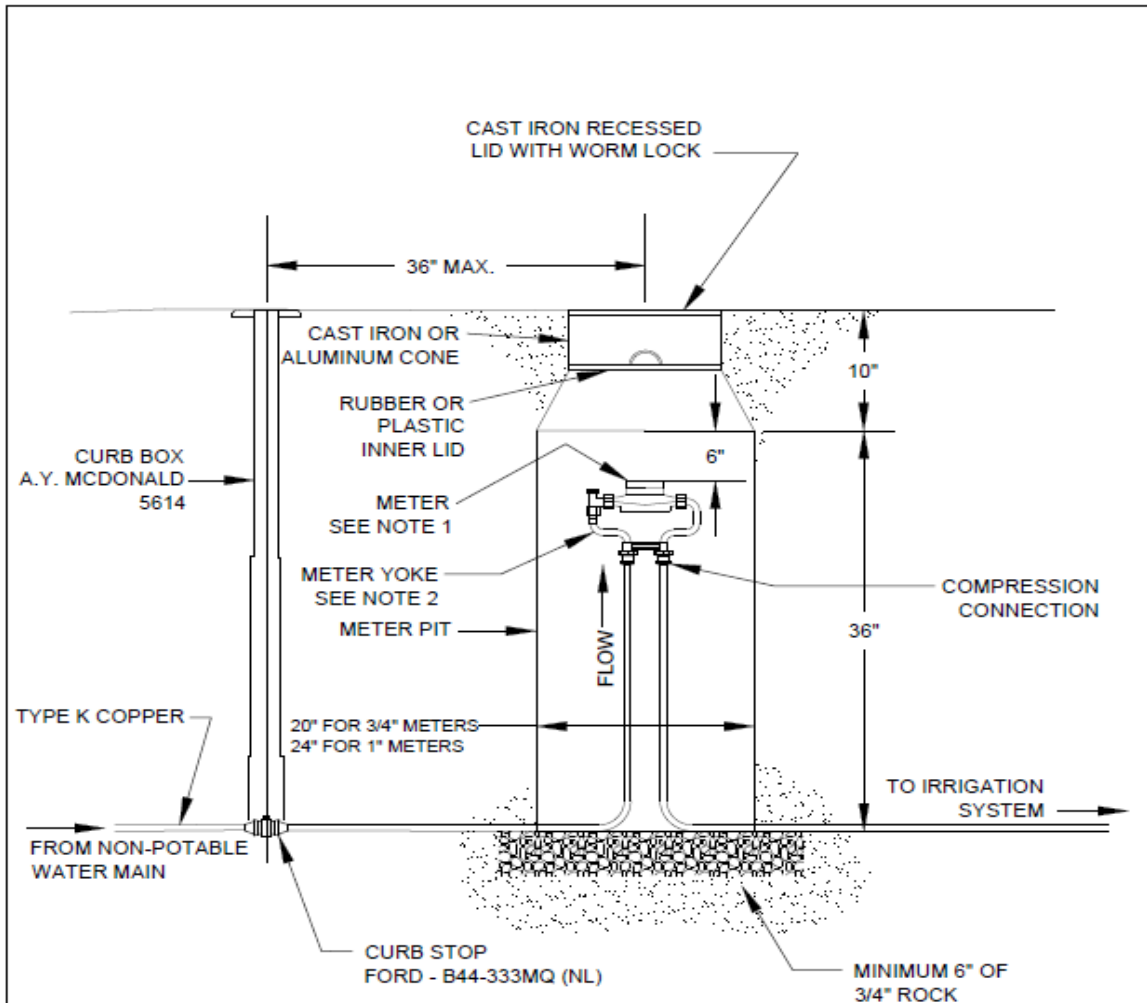
i.e., A home closed on June 1st would be charged half price for water consumption until the following June 1st. This abatement shall not apply for new homeowners that purchase a home with previously established landscaping.

APPENDIX A-2

Non-Potable Water Meter and Meter Pit Detail and Layout

The installation of the non-potable water meter and meter pit shall be constructed by the lot purchaser and will be installed as per the Appendix A-2 (*see attached diagram*).

APPENDIX A-2



GENERAL NOTES:

1. Meters shall be Sensus I Pearl w/ AMR or District Engineer approved.
2. Meter yoke shall be Ford V82W4433Q (NL) or District Engineer approved.

DRAWN BY:



NON-POTABLE WATER SYSTEM

METER PIT FOR 3/4" AND 1" WATER METERS

METRO DISTRICT	STANDARD CONSTRUCTION DETAILS				APPROVED: DATE: 11-01-13 DRAWN BY: ORH	SCALE: N.T.S.	SHEET 1 OF 1