

WATER SUPPLY AGREEMENT
(Irwin-Thomas Reclamation)

This WATER SUPPLY AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **City of Longmont**, a municipal corporation organized under the laws of the State of Colorado and acting by and through its Water Utility Enterprise (“Longmont”) whose address is 1100 South Sherman Street, Longmont, Colorado, 80501; **Golden Farm, LLLP**, whose mailing address is P. O. Box 54, Longmont, CO 80502-0054 (“Golden”); and **Aggregate Industries – WCR, Inc.**, a Colorado corporation, whose mailing address is 1687 Cole Boulevard, Suite 300 Golden, CO 80401 (“Mine Operator”). Longmont, Golden and Mine Operator may sometimes be referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

A. Longmont, a home rule municipality, duly organized and existing as a home-rule city under Article XX of the State of Colorado Constitution, acting on behalf of its water utility enterprise, is authorized, pursuant to sections 1.2, 1.3 and 11.1 of Longmont’s Home Rule Charter and section 31-15-101, et seq., C.R.S., as amended, to acquire, hold, lease and dispose of real and personal property, including water and water rights.

B. Golden historically owned all of, and still owns most of, the approximately 283 acres depicted on Exhibit A, attached hereto and incorporated herein (the “Property”). The Property has been annexed into Longmont, by two separate annexations. The first, Irwin Thomas Annexation #1, is an approximately 245 acre parcel, as shown on Exhibit A (the “Annexation #1 Parcel”). Golden owns approximately 214 acres of the Annexation #1 Parcel (the “Golden Parcel”), and Longmont now owns the remaining approximately 31 acre parcel (the “Longmont Parcel”), as shown on Exhibit A. The second, Irwin Thomas Annexation #2, is an approximately 38-acre parcel, as shown on Exhibit A (the “Annexation #2 Parcel”).

C. Mine Operator is the successor to the rights of the Lessee to mine sand, gravel and other resources on the Property pursuant to that Mining Lease entered into on November 1, 1999 with Golden, as the same may have been modified by that Agreement for the Purchase and Sale of Sand and Gravel Minerals in Place effective March 13, 2018 between Golden Land Company, Golden, and Mine Operator (“2018 PSA”), and as the same may be amended pursuant to a further amendment entered into contemporaneously with this Agreement (such lease, as amended, referred to herein as the “Mining Lease”). The Parties contemplate an amendment to the Mining Lease and current permit held by Mine Operator from the Colorado Division of Reclamation, Mining and Safety (the “DRMS Permit”) with respect to the area of the Property to be mined and the reclamation of the Property following the completion of mining. Following reclamation of the Property after completion of mining, Golden intends to use portions of the Property for mixed use development.

D. Longmont owns water, water rights, or water credits in the St. Vrain Creek basin that are fully consumable.

E. Longmont, Golden and Mine Operator have entered into a separate Water Supply Agreement (Temporary Mining Water Supply), dated _____, 2021, providing Mine Operator with a supply of fully-consumable water for mining activities on the Property (the "Mining Supply Agreement").

F. Paragraph 14 of the Mining Lease requires in part that a) the Lessor shall supply all water owned by Lessor for Lessee's operation during the term of the Mining Lease, including any extensions thereof and as further provided in the Mining Lease (the "Lease Term"); b) the Lessee shall be responsible for implementing and complying with the requirements of any water augmentation plan during the Lease Term; c) the Lessor shall be responsible for implementing and complying with the requirements of any water augmentation plan following the termination of the Mining Lease; and d) Lessee and Lessor shall cooperate to achieve the most beneficial augmentation plan for the Leased Premises.

G. Note 2 on the Reclamation Plan Map which was submitted as Exhibit F in support of Mine Operator's 2016 application for the DRMS Permit provides:

Mine cells will be backfilled to create upland, ponds, and wetland areas. If permanent augmentation cannot be secured for pond and uplands, a slurry wall will be constructed to prevent exposure of groundwater in reclaimed areas.

H. Longmont has a substantial interest in the post-mining reclamation of Property, particularly the Longmont Parcel, and is working with Golden to facilitate a wetland flow-through reclamation plan for the future spent gravel pits immediately north of Ken Pratt Boulevard, and native riparian wetland reclamation on the portion of the Property immediately north of Saint Vrain Creek ("Longmont Reclamation"). These uses on these portions of the Property may or may not require a plan for augmentation to replace resulting water depletions. If the Longmont Reclamation requires a plan for augmentation and Golden must file a plan for augmentation, Longmont and Golden will negotiate an arrangement to file and prosecute the plan, including coordinating and sharing engineering expenses, and covering the costs of the augmentation accounting plan and other post decree obligations.

I. The Parties desire to enter into this Agreement to provide a supply of fully-consumable water in an augmentation plan if an augmentation plan is necessary to support the post-mining and reclamation of the Property, and to ensure a smooth and efficient transition of responsibilities for the replacement of water depletions occurring on the Property following Mine Operator's conclusion of mining activities on the Property. This Agreement, together with the Mining Supply Agreement, are collectively intended to satisfy the obligations of the Parties pursuant to Paragraph 14 of the Mining Lease.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Supply. Longmont hereby agrees to provide to up to 375 acre-feet annually of fully-consumable water (the "Subject Water") as more fully set forth herein. The Subject Water

may be selected and delivered by Longmont, in its discretion, from various sources including reusable effluent, water stored in Union Reservoir, fully consumable water controlled by Longmont, or water from any other source, provided the Subject Water shall be usable as a source of augmentation water in a plan for augmentation to replace the water depletions occurring on the Property resulting from the reclamation of the Property. A portion of the Subject Water shall derive from an exchange of Beckwith Ditch Company water rights. Golden intends to transfer up to 26.3 shares of the Beckwith Ditch Company stock to Longmont, which will apply a credit to Golden equivalent to the amount of fully consumable water rights credit that Longmont receives in a proposed change of use case that Longmont intends to file with the Colorado Water Court for these particular shares, along with Longmont's remaining unchanged shares in the ditch company. In the intervening time before a change case is fully prosecuted, and after transfer of the shares, Longmont will credit Golden with the yield previously adjudicated to Longmont in case # 87CW215. Should the yield of the Beckwith shares exceed the Subject Water requirements, after first crediting the 2 shares of Bonus Water on the Longmont Reclamation site, Longmont will allow any unused portion of the Beckwith water to be credited to the remaining property to be developed on the Irwin-Thomas property currently owned by Golden.

2. Deliveries.

2.1. Point of delivery. Longmont shall, at its sole discretion, deliver the Subject Water at the following locations (hereinafter the "Delivery Point"): (1) the outfall of Longmont's municipal wastewater treatment plant, presently located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, T2N, R69W of the 6th P.M., Boulder County, Colorado, or (2) the confluence of Spring Gulch #2 and the Saint Vrain Creek, presently located in the SW $\frac{1}{4}$ of Section 8, T2N, R68W of the 6th P.M., Weld County, Colorado, or (3) at the Bonus Ditch Company's diversion structure(s), if authorized pursuant to a substitute water supply plan or any decree entered in currently-pending Case No. 20CW3179. Longmont shall not be responsible for any losses associated with conveyance of the Subject Water from the Delivery Point to any location where the Subject Water must be delivered to replace depletions. Longmont shall be responsible for all losses and/or return obligations associated with delivery of the Subject Water to the Delivery Point.

2.2. Timing of deliveries. The Subject Water shall be delivered based upon a schedule provided by Golden, in writing, to Longmont at least ninety (90) days prior to the first requested delivery. Notwithstanding the foregoing, Golden and Longmont's General Manager of the Public Works and Natural Resources Department may mutually agree in writing to adjust the monthly distribution schedule. No water shall be requested for delivery as a result of this Agreement during the term of the Mining Supply Agreement.

2.3. Accounting. Longmont shall maintain an accounting of all deliveries of the Subject Water, and shall provide copies of such accounting upon request.

3. Use of Subject Water. The Subject Water shall be used solely in connection with the post-mining reclamation plan raw water requirements for the Property.

3.1. Desired Changes to DRMS Permit Reclamation Plan. The Parties agree that they will make good faith efforts to revise the DRMS Reclamation plan to develop a wetland flow-through project for the future gravel pits created from mining on the Property immediately north of Ken Pratt Boulevard, will develop native riparian wetlands for the portions of the Property immediately north of Saint Vrain Creek, if Mining Operator is required to mine these portions of the Property, and shall strive to maximize non-wetland areas on both such portions of the Property. Longmont shall be provided an opportunity to review and provide substantial input into the design of the post-mining conditions on portions of the Property owned by Longmont and those portions of the Property currently owned by Golden and commonly known as the Sugar Mill Parcels. Each party shall bear the costs of its own attorneys and staff to obtain the revisions to the current reclamation plan in the DRMS Permit described in this Paragraph 3.1., and the Parties agree that Mine Operator shall have no responsibility for costs, up to \$5000.00, of consultants retained by Mine Operator to review any such DRMS Permit revisions suggested by Longmont or Golden. If costs for Mine Operator's consultants are likely to exceed \$5000.00, then the Parties shall meet and confer to determine responsibility for such additional costs. The Parties further agree that Mine Operator shall have no responsibility for any reclamation costs in excess of that amount Mine Operator would otherwise have paid to complete the current reclamation plan, which are the result of revisions needed to accomplish Longmont and Golden's desired wetland and non-wetland conditions on the Property following mining. Longmont and Golden agree to develop an application to amend such reclamation plan within 18 months from the effective date of this Agreement and, in consultation with Mine Operator, to thereafter promptly submit and diligently seek the approval of any application for an amendment of the DRMS Permit, and any other approvals required (including any such approvals required by agencies of Longmont), in connection with such design.

3.2. Augmentation and/or substitute supply plan. In connection with the reclamation plan amendment described in Paragraphs 3.1 of this Agreement, and if required by the terms and conditions of the DRMS Permit and/or any substitute water supply plan approved by the Colorado Division of Water Resources (DWR) for Mine Operator's mining-related water uses on the Property, Golden and Longmont shall cooperate in seeking Water Court approval of a plan for augmentation using the Subject Water as a source of replacement water for the reclamation of the Property (including the portion of the Property now owned by Longmont) as described in such plan commencing when the DRMS has accepted the reclamation of the Property as being complete, and, once the final scope and extent of reclamation has been determined, shall mutually determine what, if any, roles and responsibilities Golden and Longmont have in adjudicating and operating such plan. The obligation for the Mine Operator to replace depletions during the term of the Mining of Lease shall specifically include the replacement of depletions resulting from the cessation of dewatering or pumping operations on the Property conducted as part of its mining operations ("Post Pumping Depletions") and will be addressed in the Mining Supply Agreement. No change of Longmont's water rights shall be applied for in any plan for augmentation without the prior written consent of Longmont, and, following the expiration or termination of this Agreement, Golden acknowledges that Longmont has no duties or obligation to provide water for the replacement of depletions, delayed or otherwise, arising from the operation of such plan for augmentation. To the extent it is not an applicant, Longmont shall review any water court applications or requests for a temporary substitute water supply plan prior to submission by Golden. As applicable, Golden agrees to submit such applications or requests for Longmont's review, and to file any such applications or

requests within 90 days of receipt of written notice from Mine Operator that either DRMS or DWR requires that such actions are required to be taken. The applications or requests shall be diligently prosecuted after submission and filing. As may be applicable, Longmont may file a statement of opposition in any water court case filed by Golden to ensure compliance with the terms of this Agreement and to otherwise protect Longmont's water rights. Golden shall provide Longmont a minimum of ten (10) days to review and comment on any proposed terms and conditions affecting the Subject Water, prior to submission in any final proposed decree.

3.3 Plan for Augmentation-Longmont Water. In order to replace the any temporary or permanent depletions resulting from any Longmont Reclamation, Longmont will have available, as part of the Subject Water, and shall use the augmentation yield of the two shares of Bonus Ditch Company transferred by Golden to the County of Boulder with a reservation of the use of the two shares in conjunction with Golden's sand, gravel and gold mining activities pursuant to deed recorded reception number 2465972 Boulder County real estate records. These two Bonus Ditch Company shares were later transferred from County of Boulder to Longmont.

4. Rate. Prior to initiation of deliveries pursuant to Paragraph 2.2., above, no payment under this Agreement by Golden to Longmont will be required. Upon initiation of deliveries pursuant to this Agreement to replace water depletions on the Property for which Golden is responsible, and to the extent deliveries of Subject Water exceed credit available to Golden from the Beckwith Shares exchanged to Longmont, Golden shall pay Longmont's then-current fully consumable water lease rate. Payment for the Subject Water deliverable during the first year requested under this Agreement shall be due prior to the commencement of any deliveries by Longmont to Golden, and payment for the Subject Water in all subsequent years shall be due no later than November 1st water deliverable the following year. Such annual payments shall be nonrefundable and not contingent upon whether the Golden Water actually diverted or used by Golden, so long as Longmont either delivered or was ready to deliver the Subject Water. The initial water lease rate for Subject Water shall be subject to increases (the "Adjusted Rate") based on Longmont's analysis of the pro rata cost of the Longmont water system facilities used for providing the Subject Water ("Cost of Service Analysis"). Longmont may conduct Cost of Service Analyses at its sole discretion during the term of this Agreement. Factors included in Longmont's Cost of Service Analyses and determinations of the Adjusted Rate may include, without limitation, the costs attributable to developing Longmont's base raw water supply, yearly assessment costs to acquire raw water from third party suppliers, costs to construct, operate and maintain Longmont's raw water system, losses attributable to developing a reusable water supply, and the then-current market value of fully-consumable water. Upon completion of a Cost of Services Analysis, Longmont shall notify Golden, in writing, of the Adjusted Rate for the Subject Water, which Adjusted Rate per acre-foot of Subject Water shall become effective for the next payment due no later than November 1st, as described above. The Adjusted Rate for Subject Water charged to Golden shall be the same Adjusted Rate charged to other contract purchasers, as adjusted to reflect those costs or increased costs that may be specific to only Golden and not to other contract purchasers. The Initial Rate shall remain in effect until a cost of Service Analysis is completed, as set forth above. The Adjusted Rate may be further adjusted pursuant to subsequent Cost of Service Analyses.

5. Term. The term of this Agreement shall be for twenty (20) years (through _____, 2041), unless terminated earlier in accordance with the provisions of this Agreement. Longmont may extend the term of this Agreement for an additional twenty (20) year period(s), upon the same terms and conditions, by giving written notice, no later than six (6) months prior to the expiration of the then-current term, to Golden of Longmont's intent to renew the Agreement. If in accordance with the Mining Supply Agreement, Mine Operator has not commenced mining on the Property within two years of the approval of any amendment to the DRMS Permit as described herein and the Mining Supply Agreement terminates, then this Agreement shall also be deemed terminated.

6. Curtailment. Golden acknowledges that the availability of the Subject Water provided for hereunder is dependent upon natural water resources that are variable in quantity of supply from year to year, and which can be affected by causes beyond Longmont's control. Accordingly, deliveries pursuant to this Agreement may be curtailed by Longmont during: 1) force majeure events, or 2) if otherwise required by Longmont's Water Supply and Drought Management Plan ("Drought Plan"), as it may be amended from time to time. Golden acknowledges that this Agreement is subject to all provisions of the Drought Plan. Curtailments of Customer's deliveries pursuant to the Drought Plan shall be consistent with curtailments of deliveries to other similar customers. In the event of curtailment or reduction of deliveries caused by such events, Longmont shall refund to Golden the advanced payment received for any amount of the Subject Water that is not delivered. Longmont shall use best efforts to inform Golden of any event which it reasonably foresees may cause an interruption in deliveries pursuant to the events 1-3, above. Longmont shall notify Golden, in writing, of any curtailment of deliveries under this Agreement and shall include in such notice the reasons for curtailment, the extent of the curtailment, and a reasonable estimate of the length of such curtailment.

7. Untreated water. The water delivered to Golden under this Agreement is untreated or non-potable water of whatever quality that is now or in the future available from the sources specified herein. Delivery of non-potable water under this Agreement will be on an "as is" basis only, and Longmont does not warrant the quality of the Subject Water or the suitability of the Subject Water for any particular purpose. Golden shall not make any claim against Longmont arising from the quality of water delivered, and Longmont shall have no treatment responsibility for the Subject Water made available under this Agreement.

8. Indemnification. Golden shall bear all responsibility for its use of the Golden Water provided under this Agreement, together with the costs associated therewith. Golden shall defend, indemnify and hold harmless Longmont from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising out of Golden's use of the Subject Water provided under this Agreement.

9. Transfer and assignment. The right to use the Subject Water, may not be transferred, assigned or otherwise conveyed by Golden for use at locations other than the Property without the prior written consent of Longmont. The rights and obligations of Golden pursuant to this Agreement may be assigned by Golden to a future owners association formed to manage portions of the Property, not to include any affordable housing development site(s), contingent upon Longmont's written notice of acceptance of the transfer and a written

acceptance by such owners association of the terms of this Agreement. Longmont's acceptance of the transfer shall not be unreasonably withheld.

10. Water Conservation. Golden agrees to implement or continue reasonable Best Management Practices ("BMP") for water conservation during the term of this Agreement. This subparagraph shall not be construed to require any specific BMP, but shall broadly be held to encourage reasonable, cost effective efforts to conserve water used by Golden both under this Agreement and for base water supplies used by Golden. Examples of BMP's for agricultural uses include the conservation practices promoted by the Natural Resources Conservation Service. Examples of BMP's for municipal or industrial uses include the conservation practices promoted by the American Water Works Association. Golden's current BMP's include planting of native landscaping in many areas of the reclamation plan, conversion of some areas of open gravel pits to native wetland areas and promotion of conservation practices in developable areas of the Property.

11. Integration. This instrument embodies the whole agreement of the Parties with respect to the subject matter contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto. There shall be no modification of this Agreement nor waiver of any of its provisions except upon mutual agreement of the Parties expressed in writing, executed with the same formalities as this instrument; however, the foregoing shall not apply to a modification of the delivery requirements for the Subject Water as expressly provided for in Paragraph 2.2., above.

12. Default; remedies. A default shall be deemed to have occurred if any Party breaches its obligations hereunder and fails to cure such breach within thirty (30) days of written notice from a non-breaching Party specifying the breach. Waiver or failure to give notice of a particular default or defaults shall not be construed as condoning or acquiescing to any continuing or subsequent default. In addition to other legal remedies available to it, including specific performance and damages, the non-breaching Party shall also have the right to cancel this Agreement for noncompliance with any provision hereunder by giving written notice of cancellation; provided that such Party has previously given the other Parties written notice of such noncompliance and the other Parties have not cured such noncompliance.

13. Notices and payments. All notices, payments and other communications under this Agreement shall be in writing, except as otherwise provided for in this Agreement. All such notices and communications and all payments shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile (with respect to notices and communications only) on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Longmont: City of Longmont
 Water Resources Manager
 1100 South Sherman Street
 Longmont, Colorado 80501
 Facsimile (303) 651-8812

With a Copy to: City of Longmont
City Attorney
408 Third Avenue
Longmont, Colorado 80501

Customer: Golden Farm, LLLP
PO Box 54
Longmont, CO 80502-0054

With a Copy to: Lyons Gaddis
PO Box 978
Longmont, CO 80502-0978

Mine Operator: Aggregate Industries – WCR, Inc.
Attn: Regional Manager – Land and Environment
1687 Cole Boulevard, Suite 300
Golden, CO 80401

With a Copy to: James Witwer
Davis Graham & Stubbs LLP
1550 17th Street, Suite 500
Denver, CO 80202

Persons and addresses to which notices are to be sent may be changed by the same method.

14. No beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party. Any other person receiving services or benefits under this Agreement is only an incidental beneficiary.

15. Governmental immunity. Nothing in this Agreement shall be construed to waive Longmont's protection from liability or the limitations on its liability due to its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

16. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event of litigation over this Agreement, jurisdiction and venue shall be proper and exclusive in the District Court in and for Boulder County, State of Colorado.

17. Force majeure. Golden acknowledges that the availability of the Subject Water provided for hereunder is dependent upon natural water resources that are variable in quantity of supply, and which can be affected by causes beyond Longmont's control. Moreover, Longmont shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault of Longmont, including without limitation failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents,

sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or environmental constraints imposed by federal, state or local governments), which Longmont could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Longmont under this Agreement shall be excused and suspended without penalty or damages, provided that Longmont shall give Golden written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Longmont proceeds with reasonable diligence to remedy its inability to perform and provides progress reports to Golden describing the actions taken to remedy the consequences of the event or condition.

18. No continuing duty to supply water. Longmont shall have no obligation to supply water to Golden after this Agreement expires or is otherwise terminated. By agreeing to deliver water to Golden under this Agreement, Longmont does not intend to represent itself as a public utility to Golden or others in such regard nor shall it be deemed to operate as a public utility. Golden shall not assert that Longmont is a public utility by reason of delivering water pursuant to this Agreement, nor that it is subject to regulation as a public utility or subject to regulation by the Colorado Public Utilities Commission or to rate regulation by any other public entity.

19. Independent contractors. The Parties shall perform all services under this Agreement as independent contractors, and not as an agent or employee of any other Party. No official or employee of one Party shall supervise any Other Party. No Party shall represent that it is an employee or agent of any other Party in any capacity. No Party owes any other party a fiduciary duty pursuant to the terms or conditions of this Agreement. **No Party has any right to Worker's Compensation benefits from any other Party or its insurance carriers or funds. Customer shall pay and federal and state income tax on money earned under this Agreement.**

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures shall be acceptable and binding upon all Parties.

21. Headings. All paragraph headings used herein are for the convenience of the Parties and shall have no meaning in the interpretation or effect of this Agreement.

22. Negotiated provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Agreement.

23. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

Executed as of the date first set forth above.

[Signatures on following pages]

CITY OF LONGMONT, acting by and through its Water Utility Enterprise:

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

SPECIAL WATER COUNSEL

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 10535

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as the Mayor of the City of Longmont.

Witness my hand and official seal.

CITY CLERK

Notary Public, State of Colorado

My commission expires: _____

GOLDEN FARM, LLLP

By: _____
Reginald V. Golden, General Partner

Date

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as the General Partner of Golden Farms, LLC.

Witness my hand and official seal.

Notary Public, State of Colorado

My commission expires: _____

AGGREGATE INDUSTRIES – WCR, INC.

By _____
W. Chance Allen, General Manager

Date

State of Colorado)
) ss.
County of _____)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2021, by W. Chance Allen, as the General Manager of Aggregate Industries – WCR, Inc.

Witness my hand and official seal.

Notary Public, State of Colorado

My commission expires: _____

EXHIBIT A

(To Water Supply Agreement)

