

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting

Tuesday, January 15, 2019

Triview Metropolitan District Office
16055 Old Forest Points Suite 300
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - December 11, 2018 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Sanctuary Point Taps for December, 2018 (enclosure)
 - d. Summary of Taps Sold 2018 and amount received (enclosure)
 - e. Tax Transfer from Monument (enclosure)
5. Public Comment.
6. Operations Report
 - a. District Manager Monthly Report (enclosure)
 - Jackson Creek Parkway Design Update.
 - Jackson Creek Parkway Water main installation
 - Northern Monument Creek Interceptor Project Update.
 - b. Public Works and Parks and Open Space Updates (enclosure)
 - Introduction of Park and Open Space Superintendent Jay Bateman
 - Monthly activities and accomplishments
 - c. Utilities Department Updates (enclosure)
 - 2018 Water use.
 - Monument Creek Interceptor Project Update.
7. Board Discussion:

8. Action Items:

- a. Review and consider approval of a purchase and sale agreement between the Triview Metropolitan District and Comanche Resources LLC. for the purchase of Comanche's FMIC Shares and assign to the Triview Metropolitan District all of its interest in the Comanche Contracts and Comanche Augmentation Plans, a.k.a. the "Transferred Assets" at a price of \$2,300,000.

9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.

- a. Checks of \$5,000.00 or more (enclosure)
- b. December 2018 Financials (enclosure)

10. Update Board on Public Relation activities.

11. Executive Session §24-6-402(4)(b)(e)
Legal Advice, Negotiations.

12. Adjournment

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR
MEETING OF THE BOARD OF DIRECTORS OF
THE TRIVIEW METROPOLITAN DISTRICT
AND THE BOARD OF DIRECTORS OF THE
WATER ACTIVITY ENTERPRISE
HELD**

December 11, 2018

A regular meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, December 11, 2018, beginning at 5:00 p.m., at the Fairfield Inn and Suites – Mount Herman Conference Room, 15275 Struthers Road, Colorado Springs, Colorado 80921. This meeting was open to the public.

ATTENDANCE

In attendance were Directors:

| | |
|----------------------|--------------------------------|
| President: | Mark Melville |
| Vice President | Marco Fiorito |
| Secretary/Treasurer: | James Barnhart |
| Director | James Otis (by teleconference) |
| Director | Anthony Sexton |

Also in attendance were:

James McGrady District Manager
Shawn Sexton Water Superintendent,
Gary Harrison Street Department Working Foreman
Chris Cummins District Water Attorney
Gary Shupp District General Counsel
Jennifer Kaylor Our Community News
Steve Remington

ADMINISTRATIVE
MATTERS

Agenda – Mr. McGrady distributed for the Board’s approval the proposed agenda. A motion was made by Director Fiorito to approve the agenda. Upon a second by Director Barnhart a vote was taken and the motion carried unanimously.

RECORD OF PROCEEDINGS

Consent Agenda –

- a. Prior Meeting Minutes November 13, 2018 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. Sanctuary Point Taps for November, 2018
- d. Tax Transfer from Monument

A motion to approve the Consent Agenda was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

None

OPERATIONS REPORT

District Manager Report

The District Manager review some of the items in his report, however, the report was included in the Board Packet. There were not any questions or comments regarding the report. Other topics discussed by the Manager included the following:

- The District's Bonds were sold on November 19, 2018 and closing took place the last week of November. In total \$11,165,000 was issued that included \$416,000 in new money that was used to acquire 32 shares of FMIC. The true net interest cost was 4.03278%. The District Debt Service payments went down by approximately \$300,000 which will help keep future rate increases lower than they otherwise would have been.
- Construction has begun on the Western Interceptor has begun. Substantial completion is February 28th, 2019. Global Underground believes they are running ahead of schedule.
- Work continues on a regional wastewater delivery pipeline that will result in wastewater treatment being provided by Colorado Springs Utilities at their J.D. Phillips Wastewater Treatment Plant.
- Completed the purchase of 15 additional shares of FMIC. Worked with Mr. Cummins to finalize these transactions. The contracts will be presented to the Board on December 11th, 2018.

RECORD OF PROCEEDINGS

- Jackson Creek Parkway Design Update. The design continues to move along. H.R. Green is on schedule to have water design plans completed by the end of January 2019. A Stakeholders meeting will take place on December 20, 2018.

Public Works and Parks and Open Space Updates

- Completed interviews for the parks and Open Space Superintendent position with the help of Mr. Sexton and Ms. Brown.
- A-yard has been cleaned up and work has begun to backfill the wall. Dirt from the Western Interceptor project will be used to complete the backfill at no cost to the District.
- Curb, Gutter, and Sidewalk replacement program has begun on November 19th. A total of approximately 47 areas have been identified as needing to be repaired or replaced in the coming weeks. It is expected that this concrete work will be done by the end of the year.
- The District's work crews have been working on trimming and general clean up of beds. Some large pine trees are being trimmed to improve visibility.
- During an inspection of the Swing Park at Promontory Point, it was found that an adequate safety area had not been constructed. District crews are helping repair the situation, working in conjunction with the HOA. To date curb has been removed as has the pea gravel. New curb will be installed by the District's curb and gutter repair crew in such a manor that an adequate landing area can be created. The HOA will then install rubberized chips and the swing will be reinstalled so that the park can be used again.

Utilities Department Updates (enclosure)

- Superintendent Sexton reviewed the Utility Report. Mr. Sexton informed the Board that a pump failure occurred at C- Plant and that pump was repaired on December 1, 2018.

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- B-Plant SCADA work is underway. Prep work for SCADA is being done in 2018. The project will be done in February 2019 when water demands are at their lowest point. The plan is to have A Plant supply the District while B-Plant is off line.
- PRV Vaults are being repaired by Olson Plumbing along with District crews. This work will be completed by the end of the year.
- Repairs have been done on Hydrant near Qdoba that was hit by a car that apparently slid down the embankment adjacent to Leather Chaps.
- DRC is doing their annual maintenance of the Sewer Lines. Commercial District is being done.

DIRECTORS ITEMS

None

PUBLIC HEARING

The Public Hearing was opened by President Melville. Mr. McGrady presented the 2019 Budget and answered Board questions. At the conclusion of the presentation by Mr. McGrady the Board asked for public comment had four comments to the 2019 Budget. Mr. Remington was the only member of the public present. Mr. Remington addressed four points:

- Long term Finance Plan needs to be developed
- A-Plant was at one time a temporary facility
- The District needs to participate in the mouse mitigation being coordinated by Creekside Development.
- Mr. Remington objected to the Bond Refinancing being characterized as a money saving measure. Mr. McGrady clarified that this refinancing was done for three reasons. Eliminate a balloon payment of 3.4 million dollars, eliminate bond covenants that prevented further borrowing, and lengthen the term in order to reduce rate increases over the next 10-12 years.

The Public Hearing on the Budget was closed

PUBLIC HEARING

A Public Hearing on Water and Wastewater Rates and Fees was opened. Mr. McGrady explained that the water and wastewater rates being proposed are exactly what the Raftelis Rate Study and Financial Plan

RECORD OF PROCEEDINGS

had proposed and what had been represented to Moody's as to what the District's 2019 rates would be. Wastewater rates are being proposed to increase 9% and Water rates are increasing 8%. It is Mr. McGrady's recommendation that these rates should be implemented for 2019 but a review of rates be undertaken in 2019 once the agreements with Colorado Springs Utilities are finalized and the cost for regional infrastructure is known.

There were no comments from the public.

The Public Hearing on the 2019 rates and fees was closed.

ACTION ITEMS

- a. Approval of resolution 2018-08 2019 Record of Proceedings, adopting the 2019 Budget, Certifying the 2019 Mill Levy, and Appropriating 2019 Expenditures (enclosures).

A motion to approve resolution 2018-08 was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- b. Review and Consider Approval of Resolution 2018-05 adopting the 2019 Administrative Resolution for the Triview Metropolitan District.

A motion to approve resolution 2018-05 was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- c. Review and Consider approval of Resolution 2018-06 establishing Water and Wastewater Rates for the Triview Metropolitan District effective February 1, 2019. (enclosures)

A motion to approve resolution 2018-06 was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- d. Review and consider approval of an Audit Engagement Letter between the Triview Metropolitan District and Stockman Kast to perform an audit of the District's 2018 financial position. (enclosure)

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A motion to approve the Audit Engagement Letter was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- e. Review and consider approval of Resolution 2018-07 concerning the Northern monument Creek interceptor and regionalization of Water and Wastewater Utilities. (enclosure)

A motion to approve resolution 2018-07 was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- f. Review and consider approval of a purchase and sale agreement between the Triview Metropolitan District and Coleen Singer for the purchase of 5 shares of Fountain Mutual Irrigation Company at a price of \$13,000 per share.

A motion to approve the purchase and sale agreement with Coleen Singer was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- g. Review and consider approval of a purchase and sale agreement between the Triview Metropolitan District and Timothy Singer for the purchase of 5 shares of Fountain Mutual Irrigation Company at a price of \$13,000 per share.

A motion to approve the purchase and sale agreement with Timothy Singer was made by Director Fiorito. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

- h. Review and approve a professional services agreement between Shupp Law and the Triview Metropolitan District to provide General Counsel Services to the Triview Metropolitan District.

A motion was made by Director Fiorito to approve the Professional Services Agreement with Shupp Law. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

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- i. Review and approve a professional services agreement between Fromm and Company and the Triview Metropolitan District to provide Accounting Services to the Triview Metropolitan District.

A motion was made by Director Fiorito to approve the Professional Services Agreement with Fromm and Company. The motion was duly seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

FINANCIAL MATTERS

Checks Greater than \$5,000 - The Board reviewed the payment of claims greater than \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Barnhart. The motion was duly seconded by Director Fiorito. A vote was taken. The motion carried unanimously.

Monthly Cash Position and Unaudited Financial Statements – the Board reviewed the October 2018 unaudited Financial Statements as presented. A motion to approve the District’s October 2018 Financial Statements was made by Director Barnhart. The motion was duly seconded by Director Fiorito. A vote was taken. The motion carried unanimously.

LEGAL

No report.

PUBLIC RELATIONS

The December Newsletter will contain a year in review section and provide a state of Triview. The Newsletter will be mailed out within the next week.

OTHER BUSINESS

None.

EXECUTIVE SESSION

A motion was made by Director Fiorito for the Board to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by Director Barnhart, a vote was taken. The motion carried unanimously. Executive session was entered into.

The executive session was adjourned and the Board returned to regular session at approximately 9:40 p.m.

RECORD OF PROCEEDINGS

REGULAR MEETING CONTINUED

The meeting was reconvened at 9:40. A motion was made by Director Fiorito to transfer, from the General Fund to the Enterprise fund, \$6,554,450 collected from January 1, 2004 until October 31, 2018 that was derived from a 1989 Ballot initiative that implemented a 1% sales tax, of which the District receives half of the revenue collected. This money shall be used for Water Purchases and Water Infrastructure as Monument Voters intended. The motion was seconded by Director Barnhart. The motion passed unanimously.

A motion was made by Director Barnhart to accept or purchase land owned by Mr. Miles Grant for a not to exceed amount of \$5,000.00. The motion was duly seconded by Director Sexton. A vote was taken. The motion carried unanimously.

A motion was made by Mr. Sexton to give staff and management Christmas bonuses. The motion was seconded by Director Barnhart. A vote was taken. The motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito and was duly seconded by Director Barnhart. The meeting was adjourned at approximately 9:44 p.m.

Respectfully submitted,

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 12/1 to 12/31/2018
Summary Financial Information - Board Packet

| Sales | Amount | Items |
|---|---------------------|-------------|
| Rate Code 01 Triview Metro - Res Sewer Base Rate | \$62,967.09 | 1628 |
| Rate Code 01 Triview Metro - Res Sewer Use Rate | \$24,810.57 | 1352 |
| Rate Code 01 Triview Metro - Res Water Base Rate | \$33,978.00 | 1622 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier1 | \$22,262.90 | 1552 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier2 | \$1,987.72 | 176 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier3 | \$64.80 | 1 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier4 | | |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier5 | | |
| Rate Code 02 Triview Metro - Com Sewer Base Rate 1" | \$1,043.02 | 22 |
| Rate Code 02 Triview Metro - Com Water Base Rate 1" | \$719.84 | 22 |
| Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5" | \$2,560.14 | 27 |
| Rate Code 04 Triview Metro - Com Water Base Rate 1.5" | \$1,625.40 | 28 |
| Rate Code 07 Triview Metro - Com Sewer Base Rate 2" | \$1,919.90 | 10 |
| Rate Code 07 Triview Metro - Com Water Base Rate 2" | \$1,099.80 | 10 |
| Rate Code 09 Triview Metro - Com Sewer Base Rate 3" | \$1,351.14 | 3 |
| Rate Code 09 Triview Metro - Com Water Base Rate 3" | \$744.78 | 3 |
| Usage Fee Triview Metro - Com Sewer Use Rate | \$9,744.82 | 60 |
| Usage Fee Triview Metro - Com Water Use Rate | \$9,566.25 | 60 |
| Rate Code 03 Triview Metro - Com Irr Water Base 1" | \$523.52 | 16 |
| Rate Code 10 Triview Metro - Com Irr Water Base 2" | \$1,649.70 | 15 |
| Rate Code 11 Triview Metro - Com Irr Water Base 1.5" | \$638.55 | 11 |
| Usage Fee Triview Metro - Com Irr Water Use | | |
| Triview Metro - Quik Way Sewer | \$73.40 | 1 |
| Title Prep Fee Triview Metro - Title Request Fee | \$550.00 | 15 |
| Triview Metro - 5% Late Fee | \$1,260.53 | 198 |
| Special Impact Triview Metro - Special Impact Fee | \$1,740.00 | 176 |
| Triview Metro - Disconnect Fee | | |
| Triview Metro - NSF Fee | | |
| Total Accounts | \$182,881.87 | 7008 |

| Rate Code Breakout | # Units |
|--|-------------|
| Rate Code 01 - Residential 5/8" | 1599 |
| Rate Code 02 - Commercial Account 1" | 22 |
| Rate Code 03 - Irrigation Account 1" | 16 |
| Rate Code 04 - Commercial Account 1 1/2" | 27 |
| Rate Code 06 - Transition Account (Quik Way) | 1 |
| Rate Code 07 - Commercial Account 2" | 10 |
| Rate Code 08 - Triview No Charge | 2 |
| Rate Code 09 - Commercial Account 3" | 2 |
| Rate Code 10 - Irrigation Account 2" | 16 |
| Rate Code 11 - Irrigation Account 1 1/2" | 11 |
| Rate Code 12 - Permitted | 0 |
| Total Accounts | 1706 |

| Aging Report | Amount |
|-----------------------------|--------------------|
| Amount Past Due 1-30 Days | \$ 23,681.74 |
| Amount Past Due 31-60 Days | \$ 3,601.62 |
| Amount Past Due 61-90 Days | \$ 1,038.49 |
| Amount Past Due 91-120 Days | \$ (538.90) |
| Amount Past Due 120+ Days | \$ (13,558.68) |
| Total AR | \$14,224.27 |

| Receipts | Amount | Items |
|--------------------------------------|---------------------|---------------|
| Payment - ACH | \$70,708.98 | 690 |
| Payment - Check Community Bank | \$95,642.18 | 727 |
| Payment - On Site | \$19,180.84 | 184 |
| Refund CREDIT | (\$3,287.06) | 49 |
| REVERSE Payment | (\$141.90) | 2 |
| Transfer CREDIT In | \$290.19 | 2 |
| Transfer CREDIT Out | (\$290.19) | 2 |
| REVERSE Payment - NSF | | |
| Total Receipts | \$182,103.04 | 1656 |
| Checks versus Online Payments | 56.90% | 43.10% |
| | Checks | ACH's |

| Water | Gallons | Accounts |
|-----------------------------------|-----------|----------|
| Gallons sold 11-1 to 11-30-2018 = | 9,002,000 | 1704 |
| Gallons sold 12-1 to 12-31-2018 = | 8,507,000 | 1715 |

| Usage Breakout in Gallons for Residential | # of Accounts | Combined Use | % of Usage |
|---|---------------|------------------|---------------|
| Over 50,000 | 0 | 0 | 0.00% |
| 40,001 - 50,000 | 0 | 0 | 0.00% |
| 30,001 - 40,000 | 0 | 0 | 0.00% |
| 20,001 - 30,000 | 1 | 28,000 | 0.31% |
| 10,001 - 20,000 | 21 | 267,000 | 2.97% |
| 8,001 - 10,000 | 39 | 365,000 | 4.05% |
| 6,001 - 8,000 | 115 | 838,000 | 9.31% |
| 4,001 - 6,000 | 400 | 2,164,000 | 24.04% |
| 2,001 - 4,000 | 654 | 2,257,000 | 25.07% |
| 1 - 2,000 | 314 | 532,000 | 5.91% |
| Zero Usage | 55 | 0 | 0.00% |
| Total Meters | 1599 | 6,451,000 | 71.66% |

| Usage Breakout in Gallons for Commercial | # of Accounts | Combined Use | % of Usage |
|--|---------------|------------------|---------------|
| Over 50,000 | 23 | 2,075,000 | 23.05% |
| 40,001 - 50,000 | 4 | 183,000 | 2.03% |
| 30,001 - 40,000 | 1 | 38,000 | 0.42% |
| 20,001 - 30,000 | 4 | 96,000 | 1.07% |
| 10,001 - 20,000 | 3 | 48,000 | 0.53% |
| 8,001 - 10,000 | 3 | 28,000 | 0.31% |
| 6,001 - 8,000 | 4 | 30,000 | 0.33% |
| 4,001 - 6,000 | 3 | 18,000 | 0.20% |
| 2,001 - 4,000 | 5 | 17,000 | 0.19% |
| 1 - 2,000 | 10 | 18,000 | 0.20% |
| Zero Usage | 2 | 0 | 0.00% |
| Total Meters | 62 | 2,551,000 | 28.34% |

| Usage Breakout in Gallons for Irrigation | # of Accounts | Combined Use | % of Usage |
|--|---------------|--------------|------------|
| Over 50,000 | 0 | 0 | #DIV/0! |
| 40,001 - 50,000 | 0 | 0 | #DIV/0! |
| 30,001 - 40,000 | 0 | 0 | #DIV/0! |
| 20,001 - 30,000 | 0 | 0 | #DIV/0! |
| 10,001 - 20,000 | 0 | 0 | #DIV/0! |
| 8,001 - 10,000 | 0 | 0 | #DIV/0! |
| 6,001 - 8,000 | 0 | 0 | #DIV/0! |
| 4,001 - 6,000 | 0 | 0 | #DIV/0! |
| 2,001 - 4,000 | 0 | 0 | #DIV/0! |
| 1 - 2,000 | 0 | 0 | #DIV/0! |
| Zero Usage | 43 | 0 | #DIV/0! |

| NO. | ADDRESS | PAYEE | DATE | TOTAL FEES PAID TO TMD | Escrow Account | Lot |
|-------|--------------------|------------------|----------|---------------------------|----------------|-----|
| 1526 | Catnap Lane | Classic Homes | 12/19/18 | \$39,901.10 | \$8,000.00 | 3 |
| 1536 | Catnap Lane | Vantage Homes | 12/13/18 | \$40,201.17 | \$8,000.00 | 4 |
| 16226 | Lark Sparrow Place | Saddletree Homes | 12/06/18 | \$40,424.58 | \$8,000.00 | 49 |

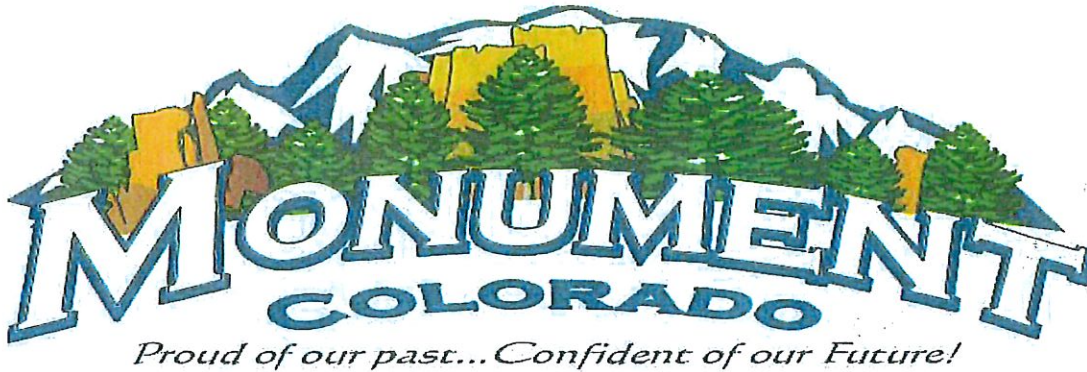
| # OF PERMITS | ADDRESS NUMBERS | ADDRESS | PAYEE | DATE | TOTAL FEES PAID TO TMD | Escrow | LOT NUMBER |
|--|-----------------|--------------------|-----------------------|----------|------------------------|------------|------------|
| TOTAL RESIDENTIAL TAPS FOR 2018 | | | | | | | |
| 1 | 16489 | Clandestine Court | Saddletree Homes | 01/23/18 | \$40,751.01 | \$8,000.00 | 24 |
| 2 | 16062 | Fox Mesa Court | Vantage Homes | 01/12/18 | \$40,200.33 | \$8,000.00 | 2 |
| 3 | 1725 | Catnap Lane | Vantage Homes | 01/29/18 | \$39,946.89 | \$8,000.00 | 11 |
| 4 | 1245 | Sanctuary Rim Dr. | Classic Homes | 01/16/18 | \$40,800.86 | \$8,000.00 | 7 |
| 5 | 1573 | Summerglow Lane | Classic Homes | 01/16/18 | \$40,506.49 | \$8,000.00 | 31 |
| 6 | 1381 | Vanderwolf Court | Classic Homes | 01/24/18 | \$40,449.39 | \$8,000.00 | 22 |
| 7 | 855 | Marine Corps Dr. | Lokal Communities LLC | 01/16/18 | \$28,250.53 | | |
| 8 | 859 | Marine Corps Dr. | Lokal Communities LLC | 01/16/18 | \$28,141.30 | | |
| 9 | 863 | Marine Corps Dr. | Lokal Communities LLC | 01/16/18 | \$28,141.30 | | |
| 10 | 867 | Marine Corps Dr. | Lokal Communities LLC | 01/26/18 | \$28,250.53 | | |
| 11 | 1734 | Lazy Cat Lane | Classic Homes | 02/06/18 | \$40,070.75 | \$8,000.00 | 8 |
| 12 | 16382 | Dancing Bear Lane | Classic Homes | 01/31/18 | \$40,151.01 | \$8,000.00 | 35 |
| 13 | 16334 | Dancing Bear Lane | Classic Homes | 01/31/18 | \$40,018.62 | \$8,000.00 | 37 |
| 14 | 16430 | Dancing Bear Lane | Classic Homes | 02/14/18 | \$40,436.75 | \$8,000.00 | 33 |
| 15 | 1318 | Eagle Claw Lane | Classic Homes | 03/19/18 | \$40,767.65 | \$8,000.00 | 61 |
| 16 | 16022 | Fox Mesa Court | Saddletree Homes | 03/07/18 | \$40,797.01 | \$8,000.00 | 3 |
| 17 | 16232 | Thunder Cat Way | Vantage Homes | 03/12/18 | \$40,432.20 | \$8,000.00 | 12 |
| 18 | 16238 | Thunder Cat Way | Classic Homes | 03/06/18 | \$40,109.68 | \$8,000.00 | 13 |
| 19 | 16244 | Thunder Cat Way | Classic Homes | 03/19/18 | \$40,278.43 | \$8,000.00 | 14 |
| 20 | 16250 | Thunder Cat Way | Vantage Homes | 03/06/18 | \$40,369.20 | \$8,000.00 | 15 |
| 21 | 1435 | Catnap Lane | Vantage Homes | 03/26/18 | \$40,558.82 | \$8,000.00 | 45 |
| 22 | 16220 | Thunder Cat Way | Classic Homes | 03/28/18 | \$40,278.28 | \$8,000.00 | 10 |
| 23 | 827 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,212.93 | | 17 |
| 24 | 831 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,352.22 | | 16 |
| 25 | 835 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,104.38 | | 15 |
| 26 | 839 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,104.38 | | 14 |
| 27 | 843 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,352.22 | | 13 |
| 28 | 847 | Marine Veteran St. | Lokal Communities LLC | 03/26/18 | \$28,212.93 | | 12 |
| 29 | 1785 | Catnap Lane | Vantage Homes | 04/04/18 | \$40,084.93 | \$8,000.00 | 17 |
| 30 | 1337 | Eagle Claw Lane | Classic Homes | 04/10/18 | \$40,436.75 | \$8,000.00 | 80 |
| 31 | 1445 | Summerglow Lane | Classic Homes | 04/10/18 | \$40,193.24 | \$8,000.00 | 41 |
| 32 | 16213 | Thunder Cat Way | Classic Homes | 04/03/18 | \$39,988.54 | \$8,000.00 | 84 |
| 33 | 16226 | Thunder Cat Way | Classic Homes | 04/03/18 | \$40,772.79 | \$8,000.00 | 11 |
| 34 | 1341 | Vanderwolf Court | Vantage Homes | 04/11/18 | \$40,448.19 | \$8,000.00 | 24 |
| 35 | 1650 | Lazy Cat Lane | Classic Homes TH | 04/10/18 | \$31,291.75 | \$6,000.00 | 16 |
| 36 | 1636 | Lazy Cat Lane | Classic Homes TH | 04/10/18 | \$31,643.51 | \$6,000.00 | 15 |
| 37 | 1426 | Catnap Lane | Classic Homes | 04/17/18 | \$40,474.82 | \$8,000.00 | 19 |
| 38 | 1376 | Catnap Lane | Classic Homes | 04/17/18 | \$40,811.39 | \$8,000.00 | 75 |
| 39 | 807 | Marine Corps. Dr. | Lokal Communities LLC | 04/26/18 | \$28,212.93 | | 21 |
| 40 | 811 | Marine Corps. Dr. | Lokal Communities LLC | 04/26/18 | \$28,212.93 | | 20 |
| 41 | 819 | Marine Corps. Dr. | Lokal Communities LLC | 04/26/18 | \$28,212.93 | | 18 |
| 42 | 815 | Marine Corps. Dr. | Lokal Communities LLC | 04/26/18 | \$28,212.93 | | 19 |
| 43 | 1385 | Catnap Lane | Vantage Homes | 04/25/18 | \$40,404.73 | \$8,000.00 | 40 |
| 44 | 1395 | Catnap Lane | Classic Homes | 05/01/18 | \$40,478.63 | \$8,000.00 | 41 |
| 45 | 1436 | Catnap Lane | Vantage Homes | 05/01/18 | \$40,465.05 | \$8,000.00 | 20 |
| 46 | 1367 | Eagle Claw Lane | Vantage Homes | 05/01/18 | \$40,344.29 | \$8,000.00 | 77 |
| 47 | 1686 | Summerglow Lane | Saddletree Homes | 04/26/18 | \$40,289.08 | \$8,000.00 | 16 |
| 48 | 16256 | Thunder Cat Way | Classic Homes | 05/01/18 | \$41,097.53 | \$8,000.00 | 16 |
| 49 | 1235 | Sanctuary Rim Dr. | Classic Homes | 05/08/18 | \$39,990.44 | \$8,000.00 | 5 |
| 50 | 16372 | Shadow Cat Pl. | Classic Homes | 05/16/18 | \$39,977.07 | \$8,000.00 | 68 |
| 51 | 1365 | Catnap Lane | Classic Homes | 05/22/18 | \$40,654.06 | \$8,000.00 | 38 |
| 52 | 1396 | Catnap Lane | Vantage Homes | 05/24/18 | \$40,416.04 | \$8,000.00 | 70 |
| 53 | 1735 | Catnap Lane | Classic Homes | 05/30/18 | \$40,202.65 | \$8,000.00 | 12 |
| 54 | 16406 | Dancing Bear Lane | Vantage Homes | 06/07/18 | \$40,422.26 | \$8,000.00 | 34 |
| 55 | 16454 | Dancing Bear Lane | Classic Homes | 06/05/18 | \$40,644.89 | \$8,000.00 | 32 |

| | | | | | | | |
|-----|-------|---------------------|------------------|----------|-------------|------------|----|
| 56 | 1317 | Eagle Claw Lane | Classic Homes | 05/30/18 | \$40,811.39 | \$8,000.00 | 82 |
| 57 | 16081 | Fox Mesa Court | Classic Homes | 05/30/18 | \$40,085.15 | \$8,000.00 | 6 |
| 58 | 16344 | Shadow Cat Pl. | Classic Homes | 05/22/18 | \$39,977.07 | \$8,000.00 | 68 |
| 59 | 16357 | Shadow Cat Pl. | Vantage Homes | 05/30/18 | \$40,423.16 | \$8,000.00 | 73 |
| 60 | 16219 | Thunder Cat Way | Vantage Homes | 05/30/18 | \$40,205.87 | \$8,000.00 | 83 |
| 61 | 1347 | Eagle Claw Lane | Vantage Homes | 06/20/18 | \$40,520.79 | \$8,000.00 | 79 |
| 62 | 16343 | Shadow Cat Place | Classic Homes | 06/20/18 | \$40,838.98 | \$8,000.00 | 74 |
| 63 | 16386 | Shadow Cat Place | Classic Homes | 06/20/18 | \$40,340.46 | \$8,000.00 | 69 |
| 64 | 16255 | Thunder Cat Way | Classic Homes | 06/20/18 | \$40,794.17 | \$8,000.00 | 55 |
| 65 | 1446 | Catnap Lane | Classic Homes | 06/19/18 | \$40,340.65 | \$8,000.00 | 21 |
| 66 | 16280 | Thunder Cat Way | Saddletree Homes | 06/22/18 | \$40,482.01 | \$8,000.00 | 18 |
| 67 | 1327 | Eagle Claw Lane | Classic Homes | 06/27/18 | \$40,136.25 | \$8,000.00 | 81 |
| 68 | 16267 | Thunder Cat Way | Vantage Homes | 07/02/18 | \$41,020.20 | \$8,000.00 | 53 |
| 69 | 16329 | Shadow Cat Place | Classic Homes | 07/02/18 | \$40,854.96 | \$8,000.00 | 64 |
| 70 | 1415 | Catnap Lane | Classic Homes | 07/10/18 | \$40,428.87 | \$8,000.00 | 43 |
| 71 | 16315 | Shadow Cat Place | Classic Homes | 07/17/18 | \$40,447.92 | \$8,000.00 | 65 |
| 72 | 16243 | Thunder Cat Way | Classic Homes | 07/17/18 | \$40,826.12 | \$8,000.00 | 57 |
| 73 | 1338 | Eagle Claw Lane | Vantage Homes | 08/01/18 | \$40,094.34 | \$8,000.00 | 63 |
| 74 | 16237 | Thunder Cat Way | Vantage Homes | 08/01/18 | \$40,610.34 | \$8,000.00 | 58 |
| 75 | 1635 | Lazy Cat Lane | Classic Homes TH | 08/08/18 | \$31,291.75 | \$6,000.00 | 23 |
| 76 | 1621 | Lazy Cat Lane | Classic Homes TH | 08/08/18 | \$32,152.00 | \$6,000.00 | 24 |
| 77 | 16574 | Dancing Bear Lane | Classic Homes | 08/08/18 | \$40,424.74 | \$8,000.00 | 28 |
| 78 | 1375 | Catnap Lane | Classic Homes | 08/08/18 | \$39,988.54 | \$8,000.00 | 39 |
| 79 | 16231 | Thunder Cat Way | Classic Homes | 08/08/18 | \$41,335.49 | \$8,000.00 | 59 |
| 80 | 16268 | Thunder Cat Way | Saddletree Homes | 08/20/18 | \$40,068.74 | \$8,000.00 | 17 |
| 81 | 16463 | Woodward Terrace | Classic Homes | 08/21/18 | \$31,336.43 | \$6,000.00 | 13 |
| 82 | 16447 | Woodward Terrace | Classic Homes | 08/21/18 | \$31,353.94 | \$6,000.00 | 14 |
| 83 | 16358 | Shadow Cat Place | Saddletree Homes | 08/30/18 | \$40,350.09 | \$8,000.00 | 67 |
| 84 | 16214 | Thunder Cat Way | Classic Homes | 08/29/18 | \$40,455.24 | \$8,000.00 | 9 |
| 85 | 1476 | Catnap Lane | Vantage Homes | 09/04/18 | \$40,480.54 | \$8,000.00 | 27 |
| 86 | 16526 | Dancing Bear Lane | Classic Homes | 09/11/18 | \$40,822.19 | \$8,000.00 | 29 |
| 87 | 16371 | Shadow Cat Place | Classic Homes | 09/05/18 | \$40,122.29 | \$8,000.00 | 72 |
| 88 | 1328 | Eagle Claw Lane | Classic Homes | 09/11/18 | \$40,791.22 | \$8,000.00 | 62 |
| 89 | 16225 | Thunder Cat Way | Classic Homes | 09/11/18 | \$40,441.43 | \$8,000.00 | 60 |
| 90 | 16249 | Thunder Cat Way | Classic Homes | 09/05/18 | \$40,504.02 | \$8,000.00 | 56 |
| 91 | 16479 | Woodward Terrace TH | Classic Homes | 09/05/18 | \$31,620.45 | \$6,000.00 | 12 |
| 92 | 16495 | Woodward Terrace TH | Classic Homes | 09/05/18 | \$31,268.69 | \$6,000.00 | 11 |
| 93 | 16421 | Corkbark Terrace | Vantage Homes | 09/21/18 | \$40,028.89 | \$8,000.00 | 14 |
| 94 | 16502 | Dancing Bear Lane | Classic Homes | 09/25/18 | \$41,297.91 | \$8,000.00 | 30 |
| 95 | 1625 | Catnap Lane | Classic Homes TH | 10/09/18 | \$31,644.52 | \$6,000.00 | 10 |
| 96 | 1635 | Catnap Lane | Classic Homes TH | 10/09/18 | \$31,336.43 | \$6,000.00 | 9 |
| 97 | 16405 | Dancing Bear Lane | Classic Homes | 10/09/18 | \$40,133.91 | \$8,000.00 | 46 |
| 98 | 16393 | Corkbark Terrace | Classic Homes | 10/09/18 | \$39,864.54 | \$8,000.00 | 16 |
| 99 | 1386 | Catnap Lane | Classic Homes | 10/16/18 | \$40,012.85 | \$8,000.00 | 71 |
| 100 | 1566 | Catnap Lane | Classic Homes | 10/16/18 | \$39,945.85 | \$8,000.00 | 6 |
| 101 | 1357 | Eagle Claw Lane | Classic Homes | 10/16/18 | \$40,030.92 | \$8,000.00 | 78 |
| 102 | 1677 | Lazy Cat Lane | Classic Homes TH | 10/16/18 | \$31,652.00 | \$6,000.00 | 20 |
| 103 | 1691 | Lazy Cat Lane | Classic Homes TH | 10/16/18 | \$31,291.75 | \$6,000.00 | 19 |
| 104 | 1645 | Catnap Lane | Classic Homes TH | 11/07/18 | \$31,620.45 | \$6,000.00 | 8 |
| 105 | 1655 | Catnap Lane | Classic Homes TH | 11/07/18 | \$31,268.69 | \$6,000.00 | 7 |
| 106 | 1515 | Catnap Lane | Classic Homes | 11/19/18 | \$40,254.18 | \$8,000.00 | 36 |
| 107 | 1455 | Catnap Lane | Classic Homes | 11/16/18 | \$39,978.63 | \$8,000.00 | 47 |
| 108 | 1496 | Catnap Lane | Classic Homes | 11/15/18 | \$39,967.18 | \$8,000.00 | 2 |
| 109 | 16525 | Dancing Bear Lane | Classic Homes | 11/19/18 | \$39,964.36 | \$8,000.00 | 41 |
| 110 | 16338 | Corkbark Terrace | Classic Homes | 11/19/18 | \$40,012.11 | \$8,000.00 | 23 |
| 111 | 16449 | Corkbark Terrace | Classic Homes | 11/19/18 | \$39,969.94 | \$8,000.00 | 12 |
| 112 | 16291 | Thunder Cat Way | Classic Homes | 11/19/18 | \$40,035.26 | \$8,000.00 | 49 |
| 113 | 1445 | Catnap Lane | Classic Homes | 11/27/18 | \$40,316.68 | \$8,000.00 | 46 |
| 114 | 1556 | Catnap Lane | Classic Homes | 11/01/18 | \$39,914.16 | \$8,000.00 | 5 |
| 115 | 16450 | Corkbark Terrace | Classic Homes | 11/28/18 | \$40,316.68 | \$8,000.00 | 30 |
| 116 | 16261 | Thunder Cat Way | Classic Homes | 11/27/18 | \$40,672.58 | \$8,000.00 | 54 |

| | | | | | | | |
|--------|-------|--------------------|------------------|----------|----------------|------------|----|
| 117 | 1526 | Catnap Lane | Classic Homes | 12/19/18 | \$39,901.10 | \$8,000.00 | 3 |
| 118 | 1536 | Catnap Lane | Vantage Homes | 12/13/18 | \$40,201.17 | \$8,000.00 | 4 |
| 119 | 16226 | Lark Sparrow Place | Saddletree Homes | 12/06/18 | \$40,424.58 | \$8,000.00 | 49 |
| TOTAL: | | | | | \$4,509,534.25 | | |

TOTAL COMMERCIAL TAPS

Les Schwab 2/23/2018 \$89,861.71



December 26, 2018

Triview Metropolitan District
P. O. Box 849
Monument, CO 80132
Attention: Joyce Levad

Dear Joyce,

The Town will transfer \$191,270.71 to the Triview ColoTrust District Fund account on December 26, 2018 and your funds should be available to you on 12/27/18/18. This was approved by the BOT on December 17, 2018. The ACH detail is as follows and documentation is enclosed.

| | |
|---|--------------|
| Sales Tax Due for October 2018 | \$178,655.51 |
| Motor Vehicle Tax for November 2018 | \$ 12,410.43 |
| Regional Building Sales Tax for November 2018 | \$ 204.77 |

If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

Pamela Smith
Town Treasurer

PKS/ps
c: file
Enclosures

Monthly Report for December 12, 2018 – January 15, 2019
Triview Metropolitan District

By James C. McGrady
District Manager

(Proprietary and Confidential)

Utility Enterprise Activities

- Construction has begun on the Western Interceptor and is moving along smoothly. The bore under I-25 has been completed. Substantial completion is looking like February 19th, 2019. Global Underground believes they are running ahead of schedule. Construction has been completed through Manhole 15, which is the first manhole north of the bore. They are currently working on the deepest section of pipe so production will be a bit slower given the depth of cut.
- Work continues on a regional wastewater delivery pipeline that will result in wastewater treatment being provided by Colorado Springs Utilities at their J.D. Phillips Wastewater Treatment Plant. The route being proposed will result in the elimination of both wastewater treatment plants and numerous lift stations operated by the partners in this project. The pipeline itself will be a gravity pipeline and will not require pumping by any entity. CSU is in the process of setting up a follow up meeting that will take place the first week of February.
- During the month of December and January I have met with Jessie Shafer with the Woodmoor Water and Sanitation to discuss a Regional Water Pipeline Project. On January 10, 2019 I met with Woodmoor Representatives and the Town of Monument's Representatives to discuss a participation agreement to fund a four-phase study that will include a pipeline routing study/feasibility, 30% design plans, permitting, and final design/bidding. I have also spoken with Forest Lakes to determine if they want to participate in the study.
- Continued work with Comanche Resources on acquiring additional shares of FMIC. This has been a very complex transaction but it is hoped that we can bring this to the Board for further discussion during the January 15th, 2019 Regular Meeting.

General Fund Activities

- Mr. Jay Bateman began work on January 2, 2019. It is really helpful having Jay available to coordinate the work in the Public Works and Street Departments.
- Dirt from the Western Interceptor project will be used to complete the backfill of the wall around the District's A-Yard. Now that Global Underground is working on the east side of I-25 it will be much easier to have the dirt delivered.

- Curb, Gutter, and Sidewalk replacement program has been completed. A total of approximately 50 areas were repaired or replaced. There are a few short sections of sidewalk that will be replaced in Remington Hills along Curled Oak. Most of the sidewalk sections that will be replaced are adjacent to catch basins that have remained in place while the adjoining sidewalk sunk due to inadequate compaction. This has caused a two-inch differential between the catch basin and the existing sidewalk that constitutes a trip hazard.
- The District's work crews have been working on trimming and general clean up of beds. Some large pine trees are being trimmed to improve visibility. New neighborhood watch signs have been installed in the Promontory area as requested by the Homeowners association.
- During an inspection of the Swing Park at Promontory Point, it was found that an adequate safety area had not been constructed. To date the existing curb has been removed as has the pea gravel. A new curb has been installed by the District's curb and gutter repair crew in such a manor an adequate landing area can be created. District's crews have installed drainage pipe under the new curb and regraded the bottom of the play area. New chips will be installed by the HOA.

General Administration

- Prepared Monthly Board minutes from the December 12, 2018 Regular Board meeting.
- Finalized annual evaluations for all direct reports.
- Worked closely with Ground Floor Media to develop the District's end of the year newsletter. The newsletter was a week behind schedule mainly due to heavy volume at the post office.
- Prepared a 20-year financial plan for the District with the help of President Melville. A draft of this plan will be presented to the Board.

Customer Contacts and Communications

- Answered normal customer calls and e-mails.

Regional Meetings Attended

- Participated in the Stakeholder's meeting for the Jackson Creek Parkway widening project.
- Attended the Fountain Mutual Irrigation Company's Annual Shareholder Meeting.

JOHN C. BATEMAN IV
1274 Capricorn Ct.
Colorado Springs, CO 80905
(719) 246-1197
Jbateman11@comcast.net

EXPERIENCE

Business Development Manager, May 2016 to present

SiteOne Landscape Supply, Colorado Springs, CO

Responsible for building a new regional sales territory by identifying and securing new customers for the SiteOne portfolio. Develop and execute a sales plan to meet and exceed increasing sales goals within the Colorado Springs market.

- **New Sales Responsibility:** Identified new prospective clients and secured new customers through cold calling and networking.
 - Have exceeded sales goal every year in the position and expanded territory year-over-year. All growth generated from new client relationships.
 - Have grown the territory from \$280,000 to over \$1 million of revenue in 2.5 years.
- **Client Service:** Develop training modules for customers to educate and train them on new and emerging trends with the agronomics, lighting, and irrigation lines of business.
 - Participate in monthly training sessions for staff
 - Provide classroom instruction at SiteOne University sessions

Director of Business Development, June 2015 to May 2016

Buffalo Builders Inc., Colorado Springs, CO

Developed and implemented a sales plan to meet and exceed increasing sales goals. Developed and implemented a comprehensive marketing plan for the Colorado Springs and Northern Colorado branch.

- **New Sales Responsibility:** Identified new prospective clients and secured new customers through cold calling, networking, and expansion of existing relationships.
- **Client Service:** Emphasized relationship building and retention of existing clients through face-to-face meetings, phone, and email interactions.

Branch Manager, March 2011 to June 2015

The Brickman Group, Ltd., Yorktown, VA and Colorado Springs, CO

Ensured quality and efficient landscape management for clients while achieving profit goals for the company and consistently improving market share. Responsible for leading all branch employees and the overall successful operations of the branch office. Revenues for the Yorktown and Colorado Springs branches totaled \$4 million and \$7 million, respectively.

- **Client Service:** Communicated regularly with clients regarding their properties. Developed long term relationships with clients. Inspected job sites to ensure quality of work.
 - Colorado Springs branch achieved 96% renewals (toward a goal of 92%) in 2014, up 9% over 2013
 - Yorktown branch achieved 100% renewals (toward a goal of 95%) in 2013, up 12% over 2012
- **Financial and Accounting:** Developed annual budget and worked with controllers to track performance monthly. Monitored accounts receivables. Monitored branch billings for accuracy. Responsible for all branch assets and facility requirements.
 - Achieved net profit increase of 5% (from 4.5% to 9.5%) in 2013
 - Achieved net profit increase of 5% (from -.05% to 4.5%) in 2012

- **Employee and Safety Management:** Responsible for selection and development of team members. Monitored branch safety record and implemented methods to improve safe workplace practices. Implemented and enforced policies and procedures as determined by management. Provided hands-on, individualized training to colleagues.
- **Sales and Estimating:** Ensured branches new sales goal were properly budgeted. Ensured new sales goals were met or exceeded. Managed a team of account managers to identify potential clients and develop accurate estimates. Developed effective sales strategies for each potential new client.
 - Colorado Springs branch achieved 9% top line growth in 2014, exceeding budgeted growth 9%
 - Yorktown branch achieved 24% top line growth in 2013, exceeding budgeted growth by 12%
 - Yorktown branch achieved 12% top line growth in 2012, exceeding budgeted growth by 2%

Business Development Associate, February 2008 to March 2011

The Brickman Group, Ltd., Southern Virginia Region

Responsible for developing \$1.37 million regional sales territory by enhancing relationships with existing clients and identifying and securing new customers for the Brickman portfolio.

- **New Sales Responsibility:** Identified new prospective clients and secured new customers through cold calling, networking, and expanding existing relationships.
 - Exceeded sales goal every year in the position and expanded territory year-over-year.
 - Exceeded goal by 140% in 2010. Secured \$1.37 million in regional sales toward goal of \$980,000
 - Exceeded goal by 116% in 2009. Secured \$950,000 in regional sales toward goal of \$820,000
- **Sales strategy:** Worked with Regional Manager and managers at three branches to develop strategic plan for achieving annual sales goals. Plans included implementation steps, timetable to achieve goals, and adjustment metrics as needed.
- **Sales Training:** Provided sales training to three branch managers and eleven account managers. Emphasis on sales process, moving from cold calling to securing contracts with repeat customers. Program is a stand-alone element of a national sales training program administered by an outside consultant.

Account Manager, March 2007 to February 2008

The Brickman Group, Ltd., Richmond, VA

Supported \$5 million branch as customer service contact for branch customers and built long-term relationships with clients. Responsible for the renewals of existing accounts and developing new sales to meet established goals.

- **Client Relations:** Performed site walks with customers to ensure quality and service expectations were being met. Worked with clients to address questions/concerns and solve problems.
- **New Sales Responsibility:** Prospected for new clients and secured new customer accounts through cold calling, networking, etc.
- **Production Communications:** Participated in branch team meetings and assisted Branch Manager with overall leadership of branch. Communicated regularly with branch production personnel to ensure customer expectations were being met.

Account Manager, August 2005 to February 2007

The Brickman Group, Ltd., Colorado Springs, CO

Supported \$2.2 million branch as the key customer service contact for branch customers and built long-term relationships with clients. Responsible for the renewal of existing accounts and developing new sales to meet established goals.

- **Client Relations:** Performed site walks with customers to ensure quality and service expectations were being met. Worked with clients to address questions/concerns and solve problems.
 - Proactively presented enhancement ideas to existing customers, resulting in new work order sales that accounted for 42% of budget.
 - Renewed client accounts with 91% success rate, an increase of 16% over previous year.
- **New Sales Responsibility:** Prospected for new clients and secured new customer accounts through cold calling, networking, etc.
 - Established 15 new client accounts for branch in eight-month period.
 - Accomplished new sales of \$231,000 in eight-month period, an increase of 192% over prior twelve-month period.
- **Production Communications:** Participated in branch team meetings and assisted Branch Manager with overall leadership of branch. Communicated regularly with branch production personnel to ensure customer expectations were being met.

Outside Sales Representative, April 2002 to July 2005
ICI Paints Inc., Colorado Springs, CO

Manager, February 2001 to April 2002
The Sherwin-Williams Company, Woodland Park, CO

Assistant Manager, April 1999 to July 2000
The Sherwin-Williams Company, Greensboro, NC

Assistant Manager, October 1997 to April 1999
The Sherwin-Williams Company, Mebane, NC

EDUCATION

University of North Carolina at Greensboro, December 1996
 BS, Business Administration with concentration in marketing

References are available upon request

Triview Metro Public Works

DECEMBER REPORT

List of projects:

TruGreen deep root watered 700 trees in the District on January 4th.

(Focused on trees on main roads and parks)

BrightView watered new trees they planted last fall on January 8th.

Swing Park: 85% complete.

Trail behind Swing Park was re-graded and compacted, we removed the large ruts and adjusted the grade. Graded path to slope away from downhill homes.

Street pole and lamp on Leather Chaps and Bowstring has been replaced.

Winter cut-back of grasses and perennials is underway, we started in Sanctuary Pointe and will continue west through the District. (Trained crew on proper cut-back heights and plant ID)

Weekly/Daily: Porter of the District daily for trash, and porter doggie pot/trash cans bi-weekly.

Focus for January:

Finish Swing Park

Bid out On-lawn and Off Lawn Herbicide Programs

Grade trails around the District

Bid out Top Dressing/over-seeding project

Triview Metro Water Department

List of Accomplishments for December, 2018

- Pumpage for month of December –
Min – 0.00 MG
Max – 0.71 MG
Total – 11.29 MG
- Washwater - 0.094 MG
- Total Sold – 8.51 MG

Reported activity for Month of December 2018

- C Plant- Plant improvements underway at C Plant- Installing 3 rooms in pump building, lab/restroom/map reading room. Floor and piping has been painted.
- B Plant – Staff has completed painting service and process lines in B Plant building, new copper air lines are being installed and will be completed by February. All floors have been painted, tanks to Dean Lewis and Drew Replaced both well head check valves on plant main header
Installed new chlorine monitors for plant process control, and effluent flow
Remainder of B plant is running nominally
- A Plant – Current status of A Plant is as follows: Plant is down for winter months, all internal piping inside the building has been repainted, and systems are normal. This system will be utilized in February where the SCADA project for B plant will be undertaken.
- PRV vaults/District Pressure Zones- Lyons Tail and Kitchener Roll seal PRV is repaired; Control plumbing needs to be rebuilt and adjusted prior to return to service, The remaining PRV vault on Lyons Tail and Split Creek will be scheduled for overhaul when replacement parts arrive.
- Fire Hydrant at Qdoba has been repaired and is back in service
- Western interceptor update, I25 under bore is completed and new sewer piping is currently being installed in this underpass; all sewer lines west of I25 is completed and tested for leaks; eastern side remains to be completed.
- DRC has completed jetting and TV of sewer lines in Basin #2 and all commercial, Baptist road is scheduled after holidays and weather permitting for this project completion.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), dated this ____ day of _____, 2019, is by and between **COMANCHE RESOURCES, LLC**, a Colorado limited liability company ("Seller") and **TRIVIEW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Purchaser"). Seller and Purchaser may each be referenced as a "Party", and shall be referred to collectively as the "Parties."

RECITALS

WHEREAS, Seller owns four hundred ten (410) shares in the Fountain Mutual Irrigation Company ("FMIC") ("Comanche FMIC Shares.") The Comanche FMIC Shares are composed of two separate categories of FMIC shares: (1) one hundred sixty six (166) shares referred to as the "Excess FMIC Shares"; and, (2) two hundred forty-four (244) shares referred to as the "FVP FMIC Shares."

WHEREAS, by a Water Shares Acquisition Agreement dated May 28, 2005 between Seller and Wigwam Mutual Water Company, a Colorado nonprofit corporation and mutual ditch company ("Wigwam"), Seller agreed to convey up to two hundred and forty one (241) shares in FMIC in exchange for up to seven hundred and twenty-three (723) shares in Wigwam at a conversion rate of one (1) share in FMIC for three (3) shares in Wigwam ("Wigwam Contract"). Each Wigwam share entitles the owner to a domestic water tap from Wigwam.

WHEREAS, Pursuant to the Wigwam Contract, Comanche has transferred one-hundred and fifty two (152) shares in FMIC to Wigwam (the "Wigwam FMIC Shares"). Ten (10) of the Wigwam FMIC Shares were not converted to domestic water taps and remain as a "buffer" pursuant to the terms of the Comanche Augmentation Plans described below. One hundred forty two (142) Wigwam FMIC shares were converted to four hundred and twenty six (426) domestic water taps from Wigwam at a ratio of three (3) water taps for each one (1) Wigwam FMIC Share. Forty five (45) of those domestic water taps are retained and still owned by Comanche. The Wigwam Contract also specifies each party's obligations under the Comanche Augmentation Plans described below.

WHEREAS, the Comanche FMIC Shares and the Wigwam FMIC Shares are included as the source of augmentation water in approved plans for augmentation in Case Nos. 99CW146 ("Comanche Augmentation Plan 1"), 00CW152 ("Comanche Augmentation Plan 2"), and 02CW112 ("Comanche Augmentation Plan 3"), District Court, Division No. 2 (collectively "Comanche Augmentation Plans").

WHEREAS, Seller owns C.R. Well No. 1 and a sixty two percent (62%) interest in the Midway Ranches POA Well No. 1 (both referred to as the "Comanche Wells") and also owns water rights, easements and infrastructure associated with the Comanche Wells ("Associated Infrastructure").

WHEREAS, by a Water Shares Purchase and Sale Agreement contract dated December 22, 2015 and assigned to Purchaser by an assignment dated January 11, 2018, Purchaser agreed to purchase fifteen (15) of the Excess FMIC Shares from Seller ("Triview Contract").

WHEREAS, by Water Shares Purchase and Sale Agreement contract dated January 4, 2016 between Seller and Winston Conkling, Conkling agreed to purchase twenty (20) of the Excess FMIC Shares from Seller ("Conkling Contract").

WHEREAS, by that certain Water Supply Agreement dated March 14, 2001, as amended March 30, 2001, between Seller and Enron North America as agent for Fountain Valley Power, LLC ("FVP"), Seller agreed to dedicate the FVP FMIC Shares to replace depletions from FVP Wells 1, 2 and 3 that are owned and operated by FVP and supply water to a power plant owned and operated by FVP ("FVP Contract"). The FVP Wells are augmented by Comanche Augmentation Plans 1 and 2. Pursuant to the FVP Contract, the FVP FMIC Shares are held in escrow under the terms of an Escrow Agreement dated January 25, 2001 ("FVP FMIC Shares Escrow Agreement").

WHEREAS, Wigwam has consented to the assignment of the Wigwam Contract from Seller to Purchaser. Wigwam's written consent is attached hereto as **EXHIBIT A**.

WHEREAS, Conkling has consented to the assignment of the Conkling Contract from Seller to Purchaser. Conkling's written consent is attached hereto as **EXHIBIT B**.

WHEREAS, FVP has consented to the assignment of the FVP Contract from Seller to Purchaser, and has further consented to FMIC's re-issuance of the FVP FMIC Shares in Purchaser's name, provided Purchaser remain bound by all terms and conditions of the FVP Contract following such re-issuance. The FVP written consent is attached hereto as **EXHIBIT C**.

WHEREAS, in Case No. 16CW3010, District Court, Water Division 2 ("Pending Case"), Seller seeks to remove the Excess FMIC Shares from the Comanche Augmentation Plans. Comanche does not seek to remove the Wigwam FMIC Shares or the FVP FMIC Shares from the Augmentation Plans.

WHEREAS, Purchaser wishes to acquire from Seller the Comanche FMIC Shares (consisting of the 166 Excess FMIC Shares and the 244 FVP FMIC Shares for a total of 410 FMIC shares) and to obtain an assignment of Seller's interest in the Wigwam Contract, Conkling Contract and FVP Contract (collectively the "Comanche Contracts") and the Comanche Augmentation Plans, and Seller wishes to sell to Purchaser the Comanche FMIC Shares and to assign to Purchaser all of its interests in the Comanche Contracts and the Comanche Augmentation Plans. The Comanche FMIC Shares, the Comanche Augmentation Plans, and the Comanche Contracts may be collectively referred to the "Transfer Assets".

WHEREAS, Seller will retain the Comanche Wells and Associated Infrastructure.

AGREEMENT

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Effective Date. The Effective Date shall be the date when all of the following have occurred: (a) this Agreement has been fully executed by the Parties; (b) FMIC has approved the transfer of the Comanche FMIC Shares to Purchaser; (c) all of the Comanche FMIC Shares have been located, secured, and deposited with the Escrow Agent for delivery to FMIC for transfer upon release of the Purchase Price; (d) all parties to the Comanche Contracts (i.e., FVP, Conkling and Wigwam) have signed consents for assignment of all Comanche interests under the Comanche Contracts to Purchaser, and (e) Purchaser has deposited with the Escrow Agent the Purchase Price in good funds.

2. Purchase Price. Subject to the terms of this Agreement, Seller shall sell to Purchaser and Purchaser shall acquire from Seller the Transfer Assets. The purchase price for the Transfer Assets shall be two million three hundred thousand dollars (\$2,300,000.00) ("Purchase Price").

3. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that as of the Effective Date and as of Closing:

3.1. Seller is a limited liability company duly formed and validly existing in the State of Colorado;

3.2. Seller is now and will remain, until the conclusion of Closing, the lawful owner of the Comanche FMIC Shares;

3.3. The Comanche FMIC Shares are free and clear of all liens, encumbrances, leases, contracts, assessments, charges, interests or adverse claims of any person or entity claiming title under Seller, except for: ditch company assessments or charges not yet due and owing; the Comanche Augmentation Plans; the Triview Contract; and the Comanche Contracts;

3.4. Seller has neither abandoned nor intended to abandon the water rights associated with the Comanche FMIC Shares during its ownership of the Comanche FMIC Shares;

3.5. To the best of Seller's knowledge, there is no pending or threatened litigation related to the Comanche FMIC Shares or Comanche Contracts, except for claims made by various parties in Pending Case;

3.6. The Comanche Contracts are in full force and effect;

3.7. Seller has not breached its obligations under the Comanche Contracts;

3.8. To the best of Seller's knowledge, there are no existing breaches of the Comanche Contracts by the other parties, nor threatened or pending legal actions based thereon;

3.9. The undersigned are duly authorized to enter into this Agreement on behalf of Seller and to bind Seller to the terms of this Agreement;

3.10. Seller has full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by Purchaser hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of Seller, enforceable in accordance with such terms; and

3.11. Seller has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Transfer Assets. Seller shall indemnify and hold harmless Purchaser from liability for any fees or commissions owing pursuant to this transaction caused by Seller's breach of this representation.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that as of the Effective Date and as of Closing:

4.1. Purchaser is a Title 32 special district duly formed and validly existing in the State of Colorado;

4.2. Purchaser's undersigned representative is duly authorized to enter into this Agreement on behalf of Purchaser and to bind Purchaser to the terms of this Agreement;

4.3. Purchaser has all authority necessary to enter into this Agreement, and when executed and delivered, this Agreement shall constitute valid and binding obligations of Purchaser, enforceable in accordance with their terms; and

4.4. Purchaser has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Transfer Assets. Purchaser shall indemnify and hold harmless Seller from liability for any fees or commissions owing pursuant to this transaction caused by Purchaser's breach of this representation.

5. Inspection Period. Seller and Purchaser agree that: (a) Seller has provided Purchaser all the relevant documents regarding the Transfer Assets; and (b) Purchaser has completed due diligence on the Transfer Assets to the extent that Purchaser deems appropriate. Therefore, Seller and Purchaser agree that there will be no additional inspection period under this Agreement.

6. Closing, Escrow and Disbursement. Subject to the satisfaction of the terms

and conditions set forth in this Agreement, the Parties shall close into escrow ("Closing") when the items described in Paragraphs 6.3.1 to 6.3.12 have been deposited into escrow with Michael C. Cook, of the law firm Cook Varriano, 511 N. Tejon Street, Suite 200, Colorado Springs, CO 80903, who shall act as the escrow agent ("Escrow Agent"). The items described in Paragraphs 6.3.1 to 6.3.12 shall remain in escrow until the items described in Paragraph 6.3.12 have been deposited into escrow with the Escrow Agent. When the items described in Paragraph 6.3.13 have been deposited into escrow with the Escrow Agent, the Escrow Agent shall make the disbursement described in Paragraphs 6.5. to 6.7 ("Disbursement"). If the items described in Paragraphs 6.3.1 to 6.3.13 are deposited with the Escrow Agent simultaneously, the Closing and the Disbursement shall be contemporaneous. Disbursement shall take place three (3) calendar days after Effective Date at the offices of the Monson, Cummins and Shoheit, LLC, 13511 Northgate Estates Dr., Ste. 250, Colorado Springs, CO 80921, or on such other date and at such other place mutually acceptable to the parties, but in no event shall Disbursement occur after April 30, 2019 ("Disbursement Deadline").

6.1. Consents of Contractual Partners. Comanche shall obtain the written consents (**Exhibits A, B & C**) of all contractual partners whose consent is required for assignment of the Comanche Contracts to Purchaser, and provide Purchaser and Escrow Agent with copies of same.

6.2. Approval for FMIC Share Transfer. Purchaser shall ensure that the requested transfer of the Comanche FMIC Shares (the Excess FMIC Shares and FVP FMIC Shares) is included on the agenda for the FMIC Board's January 2019 meeting and shall take all reasonable efforts to ensure that FMIC Board approval, in writing, is obtained. Provided that Disbursement occurs by the Disbursement Deadline, Purchaser shall be responsible for payment of all assessments on the Comanche FMIC Shares for 2019.

6.3. Escrowed Items. The following shall be placed into escrow with the Escrow Agent:

6.3.1. The Purchase Price.

6.3.2. Executed consents of FVP, Conkling and Wigwam to the assignment of the Comanche's Contracts to Purchaser (**Exhibits A, B & C**).

6.3.3. Executed FMIC stock transfer agreements in a form acceptable to FMIC for transfer of the Comanche FMIC Shares upon delivery to FMIC.

6.3.4. An executed Special Warranty Deed, consistent with the Form attached hereto as **EXHIBIT D** conveying to Purchaser the water rights associated with the Comanche FMIC Shares.

6.3.5. An executed assignment and quitclaim of Comanche's interests in the Comanche Augmentation Plans related to the Comanche FMIC Shares in the form attached as **EXHIBIT E**.

6.3.6. An executed assignment of the Conklin Contract in the form attached as **EXHIBIT F**.

6.3.7. An executed assignment of the Wigwam Contract in the form attached as **EXHIBIT G**.

6.3.8. An executed assignment of the FPV Contract in the form attached hereto as **EXHIBIT H**.

6.3.9. An executed termination of the Triview Contract in the form attached hereto as **EXHIBIT I**.

6.3.10. An executed disclaimer by Purchaser of any interest in the Comanche Wells and Associated Infrastructure in the form attached hereto as **EXHIBIT J**.

6.3.11. An executed statement of authority for Comanche Resources, LLC in the form attached hereto as **EXHIBIT K**.

6.3.12. An executed waiver and disclaimer by Wigwam in the form attached hereto as **EXHIBIT L**.

6.3.13. Original FMIC stock certificates for both the Excess FMIC Shares and the FVP Shares, in a condition suitable for transfer to Purchaser upon delivery of the same to FMIC.

6.4. Should the Parties not proceed to Disbursement due to matters beyond the control of either Party, despite all reasonable efforts to perform their respective obligations hereunder, or should the Disbursement Deadline pass without Disbursement having occurred, upon written consent signed by both Parties: (a) the Escrow Agent shall destroy the documents described in Paragraphs 6.3.2 to 6.3.12; (b) the Escrow Agent shall release to Purchaser the Purchase Price; (c) the Escrow Agent shall release to Seller the original FMIC stock certificates for both the Excess FMIC Shares and the FVP FMIC Shares; and (d) the Purchaser and Seller shall agree to negotiate in good faith on how to proceed with the Pending Case described in Paragraph 12. Should any dispute arise between the Parties as concerns the disposition of the Purchase Price or the documents described in Paragraph 6.3.2 to 6.3.13, the Escrow Agent shall retain such Purchase Price and documents in escrow until either instructed by a Court of competent jurisdiction as to distribution of such Purchase Price and documents, or until instructed in writing by subsequent agreement signed by both Parties.

6.5. At the Disbursement, the Escrow Agent shall pay to Seller in good funds the Purchase Price, subject to the terms of Paragraph 6.9.

6.6. At the Disbursement, the Escrow Agent shall deliver to Seller the executed disclaimer described in Paragraphs 6.3.10.

6.7. At the Disbursement, and the Escrow Agent shall deliver to Purchaser the documents described in Paragraphs 6.3.2 through 6.3.9 and 6.3.11 through 6.3.13, above.

6.8. Purchaser shall promptly, during the next scheduled FMIC Board meeting following completion of Disbursement, request re-issuance of the Excess FMIC Shares and the FVP FMIC Shares in Purchaser's name, but on separate certificates. Purchaser shall subsequently promptly return the FVP FMIC Shares to escrow consistent with the terms and conditions of the FVP Contract, as assigned to Purchaser.

6.9. If the Closing and the Disbursement do not occur contemporaneously, then the Purchase Price paid to Seller shall be reduced at Disbursement to reflect the revenues billed and collected by Seller from the FVP Contract between Closing and Disbursement.

7. "As Is Where Is" Sale. Purchaser and Seller acknowledge and agree that, except as otherwise provided in this Agreement or in the documents executed at closing described in Paragraphs 6.3.2 through 6.3.12, Purchaser's purchase of the Transfer Assets shall be on an "as is, where is" basis; and Seller has not made, does not make and specifically disclaims any representations, warranties or covenants of any kind or character whatsoever related to the Transfer Assets.

8. Comanche Augmentation Plans. Upon closing, except as expressly specified, Purchaser shall assume all rights and obligations described in the Comanche Augmentation Plans. Purchaser shall have no obligations or responsibilities for the administration or operation of the Comanche Augmentation Plans related to Wigwam's operations and the Wigwam FMIC Shares (including the commitments to David Janitell for the 100 Janitell shares that are part of the Wigwam FMIC Shares), which shall remain solely with Wigwam. Seller and/or Wigwam shall timely deliver to Purchaser all required data concerning the amount of water pumped by the Comanche Wells, the use of water pumped from the Comanche Wells, and any data requested by Purchaser concerning return flows from the use of the water pumped from the Comanche Wells, including by Wigwam tap holders.

8.1. After Disbursement, Seller shall retain all of Seller's interest and obligations in the Comanche Wells and Associated Infrastructure and shall continue to prosecute the application in of Case No. 18CW3069, District Court, Water Division No. 2.

8.2. To the extent provided by law, Purchaser shall indemnify Seller for any and all costs, damages, claims and liabilities incurred by Seller, including reasonable attorneys' fees and cost, as a result of Purchaser not performing its obligations under the Comanche Augmentation Plans. This indemnification shall not constitute a waiver of Purchaser's defenses under the Colorado Governmental Immunity Act.

9. Wigwam Contract. Upon Disbursement, except as expressly specified herein, Purchaser shall assume all of Comanche's rights, obligations, remedies and

liabilities described in the Wigwam Contract, and Seller shall have no further rights, obligations, remedies and liabilities associated with the Wigwam Contract, except as expressly provided herein, including all waivers and disclaimers of Wigwam described in the attached **Exhibit L**.

9.1. Pursuant to Paragraph 7 of the Wigwam Contract, Seller conveyed the Wigwam FMIC Shares to Wigwam, and after a reservation of ten (10) of such shares as a reserve augmentation supply pursuant to the Comanche Augmentation Plans, received four hundred and twenty-six (426) shares of Wigwam ("Water Company Shares") in exchange. Each Water Company Share is equal to one (1) single family equivalent dwelling unit water tap as the term is used in Wigwam's rules and regulations. Included in the Water Company Shares are sixteen (16) shares dedicated for the Sand Creek Preserve Subdivision not yet paid for and twenty-nine (29) shares committed to the El Dorado Village Subdivision that are also not paid for. Seller hereby expressly reserves and retains the right to receive the proceeds from the tap fees associated with these forty-five (45) Water Company Shares. Purchaser acknowledges such reservation and retention.

9.2. Pursuant to Paragraph 5.H. of the Wigwam Contract, Seller reserved and retained all return flows under the Comanche Augmentation Plans related to the use of the Wigwam FMIC Shares and the right to claim return flows from diversions augmented by the Wigwam FMIC Shares for its sole benefit through subsequent Water Court action amending said Comanche Augmentation Plans. Such an amendment could allow a portion of the Wigwam FMIC Shares to be freed from the Comanche Augmentation Plans for other uses, to the benefit of Purchaser. At Purchaser's risk and expense, Seller expressly conveys the right to claim any and all such return flows and the right to amend the Comanche Augmentation Plans for purposes of making such claim. If successful, Purchaser could potentially free up additional FMIC shares from the Wigwam FMIC Shares that are currently dedicated to the Comanche Augmentation Plans for any use that Purchaser desires to use the water rights associated with the FMIC shares attributable to such return flows.

9.3. To the extent provided by law, Purchaser shall indemnify Seller for any and all costs, damages, claims and liabilities incurred by Seller, including reasonable attorneys' fees and cost, as a result of Purchaser not performing its Comanche's assigned obligations under the Wigwam Contract. This indemnification shall not constitute a waiver of Purchaser's defenses under the Colorado Governmental Immunity Act.

10. Conkling Contract. Upon Disbursement, Purchaser shall assume all rights, obligations, remedies and liabilities described in the Conkling Contract, and Seller shall have no further rights, obligations, remedies and liabilities associated with the Conkling Contract. To the extent provided by law, Purchaser shall indemnify Seller for any and all costs, damages, claims and liabilities incurred by Seller, including reasonable attorneys' fees and cost, as a result of Purchaser not performing its obligations under the Conkling Contract. This indemnification shall not constitute a waiver of Purchaser's defenses under the Colorado Governmental Immunity Act.

11. FVP Contract. Upon Disbursement, Purchaser shall assume all rights, obligations, remedies and liabilities described in the FVP Contract, and Seller shall have no further rights, obligations, remedies and liabilities associated therewith, specifically including, but not limited to, the right to receive any and all payments from FVP under the terms of the FVP Contract. To the extent provided by law, Purchaser shall indemnify Seller for any and all costs, damages, claims and liabilities incurred by Seller, including reasonable attorneys' fees and cost, as a result of Purchaser not performing its obligations under the FVP Contract. Seller shall indemnify Purchaser for all payments under the FVP Contract erroneously received by Seller and not credited towards the Purchase Price pursuant to ¶ 6.9 as they accrued after Closing or not paid over to Purchaser as they accrued after Disbursement, if any.

12. Pending Case.

12.1. Costs and Expenses as of December 13, 2018. Seller retained the water resources engineering services of Deere & Ault in the Pending Case. Seller and Purchaser acknowledge that Purchaser shall pay all of Deere & Ault's engineering and consulting fees and costs related to the Pending Case beginning on December 13, 2018.

12.2. Substitution of Parties. Within one (1) calendar day of Closing, Purchaser shall file a motion for substitution of parties in the Pending Case.

12.3. Assumption of Risk. Purchaser hereby assumes all risks associated with the outcome of the Pending Case.

12.4. Participation by Seller. Seller agrees to cooperate and participate in the Pending Case as reasonably required and as Purchaser may request. For purposes of this paragraph, "participate" means to: (a) provide testimony and evidence in the possession of Seller in any court proceeding required to advance Purchaser's efforts in the Pending Case; and (b) release and authorize any and all consultants previously utilized by Seller to advance issues related to the Pending Case for work with Purchaser, at Purchaser's sole expense. For the purposes of this paragraph, "reasonably required" means Purchaser agrees to make reasonable efforts to restrict any required participation by Seller to an interview, site inspection, deposition testimony and trial testimony, including but not limited to, preparation for depositions and trial testimony. Seller further agrees to cooperate and participate in the completion of any and all post-Closing and post-Disbursement documentation to fulfill the intent and purposes of this Agreement, including but not limited to prompt execution of any standard FMIC forms for assignment or transfer of any of the FMIC shares described herein. Seller further agrees to make its best reasonable efforts to obtain the cooperation of Wigwam in the withdrawal of any of the FMIC shares described herein from the Comanche Augmentation Plans, including but not limited to the Excess FMIC Shares.

13. Fees.

13.1. Purchaser shall pay any applicable stock transfer fee associated with the change of ownership interests in the Comanche FMIC Shares on the books of the

FMIC.

13.2. Purchaser shall pay any recording fees incurred in order to record the documents provided to Purchaser at Closing and/or Disbursement.

13.3. Purchaser shall pay any fees charged by the Escrow Agent to complete the Closing and/or Disbursement.

14. Survival of Closing. This Agreement shall survive Closing and Disbursement and the delivery and recording of the Special Warranty Deed and all other transfer and assignment documents prepared for and delivered at Closing and Disbursement.

15. Remedies. Time is of the essence. Before a party is deemed in default of this Agreement, the other party must provide written notice of the alleged violation to the defaulting party, and the defaulting party shall have three (3) calendar days thereafter to cure such violation. In the event of default by either party hereunder, the other party shall be have the right to an action for specific performance and/or damages.

16. Miscellaneous.

16.1. This Agreement embodies the entire understanding and agreement between Purchaser and Seller regarding the Transferred Assets and supersedes and merges any and all prior negotiations, understandings or agreements regarding the subject matter hereof.

16.2. This Agreement can neither be amended nor any rights hereunder waived except by a written instrument signed by the party sought to be charged with such amendment or waiver.

16.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any action shall be in El Paso County, State of Colorado.

16.4. The paragraph headings herein are inserted or convenience of reference only and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

16.5. No Third Party Beneficiary. This Agreement shall be for the sole benefit of the parties hereto, and no other party is entitled to have any rights or benefits by reason of this Agreement as a third party beneficiary or otherwise.

16.6. Attorney's Fees. In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorneys' fees, incurred in such litigation as well as all additional

such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

16.7. The covenants, conditions, representations, and terms contained in this Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, distributees, executors, administrators, successors and assigns.

16.8. If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction the provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

16.9. This Agreement may be executed in counterparts and shall be effective at such time as all parties hereto have executed a counterpart.

16.10. Any notice shall be effective when received by the party or parties. All notices shall be by either: a) certified mail return receipt requested; b) personal delivery; or c) electronic mail to the parties and the parties' representatives at the following addresses or at such other address as the parties may provide in writing:

To Seller:

Comanche Resources, LLC
Attn: Gary Smith, Managing Member
PO Box 25068
Colorado Springs, CO 80936
smith7@live.com

With a copy to:

Jeffrey J. Kahn
Madoline Wallace-Gross
Lyons Gaddis
PO Box 978
Longmont, CO 80501
jkahn@lyonsgaddis.com
mwg@lyonsgaddis.com

To Purchaser:

Triview Metropolitan District
Attn: District Manager
16055 Old Forest Point, Ste. 300
Monument, CO 80132
jmcgrady@triviewmetro.com

With a copy to:

Chris D. Cummins
Monson, Cummins & Shohet, LLC
13511 Northgate Estates Dr. Ste. 250
Colorado Springs, CO, 80921
cdc@cowaterlaw.com

SELLER:

COMANCHE RESOURCES, LLC

By: Gary Smith, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2019, by Gary Smith, Managing Member of Comanche Resources, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

PURCHASER:

TRIVIEW METROPOLITAN DISTRICT

By: James McGrady, District Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2019, by James McGrady as District Manager of Triview Metropolitan District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

Wigwam Consent to Assignment of Wigwam-Comanche
Water Shares Acquisition Agreement

CONSENT AND AGREEMENT

This Consent and Agreement (“Agreement”) dated this _____, 2019, is entered into by Comanche Resources, LLC, a Colorado limited liability company (“Comanche”); and Wigwam Mutual Water Company, a Colorado nonprofit corporation and mutual ditch company (“Wigwam”). Comanche and Wigwam may be collectively referred to as the “Parties.”

RECITALS

A. The Parties entered into a Water Shares Acquisition Agreement dated May 28, 2005 (“Water Shares Agreement”). The Water Shares Agreement is attached as **Exhibit A** to this Agreement. Paragraph 10 of the Water Shares Agreement provides in relevant part that:

Neither party may assign this Agreement, or parts hereof or its duties hereunder, without the express written consent of the other party In the event of a full or partial assignment of this Agreement to any third party, the assignee shall fully assume and perform all of the assignor’s obligations under this Agreement, but the assignor shall not be released from any obligation so assigned unless otherwise agreed to by the other party. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

B. Comanche has negotiated a partial assignment of Comanche’s rights and obligations under the Water Shares Agreement with the Triview Metropolitan District (“Triview”). The assignment to Triview, based upon an agreement in principle, would include assignment of:

i. Comanche’s interests in the augmentation decrees entered in Water Court cases 1999CW146, 2000CW152, and 2002CW112 (the “Augmentation Decrees”) including the obligation to provide replacement water pursuant to the Water Shares Agreement and account for the operation of the Augmentation Decrees.

ii. The return flows from the wells augmented by the Augmentation Decrees (the “Comanche Wells”).

iii. One Hundred Sixty-Six (166) shares of the Fountain Mutual Irrigation Company (“FMIC”) subject of the 16CW3010 litigation (the “Comanche FMIC Shares”), as well as all of Comanche’s rights and responsibilities in the 16CW3010 litigation (the “Comanche Litigation”).

iv. A partial assignment of the Water Shares Agreement as set forth in this Agreement.

- C. The partial assignment of the Water Shares Agreement does not include:
- i. One hundred fifty two (152) shares of FMIC owned by Wigwam and used as a source of replacement water under the Augmentation Decrees.
 - ii. The Comanche Wells and the water rights, easements, well equipment distribution systems and other infrastructure associated with, appurtenant to, or otherwise utilized in the use and operation of the Comanche Wells whether express, granted, prescriptive or otherwise (the "Associated Infrastructure") as well as the obligation to maintain and operate the Comanche Wells and Associated Infrastructure and maintain the conditional water rights decreed to the Comanche Wells including prosecuting the application filed to maintain the conditional water rights in in the Water Court, Case No. 18CW3069.
 - iii. Forty five (45) shares in Wigwam and associated water taps owned by Comanche.

D. Triview, as the contract assignee of Comanche's obligations under the Augmentation Decrees, the Comanche FMIC Shares, the Comanche Litigation and the Water Shares Agreement as set forth in this Agreement has reviewed and approved this Agreement, and is prepared to "step into Comanche's shoes" as concerns performance of the portions of the Water Shares Agreement to be assigned.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree:

1. Consent to Assignment. Pursuant to Paragraph 10 of the Water Shares Agreement, Wigwam consents to the assignment of the portions of Water Shares Agreement as set forth in Recitals B. and C. above from Comanche to Triview.
2. Status of Comanche FMIC Shares. The Parties agree that the Comanche FMIC Shares, upon issuance to Triview by FMIC, shall remain committed to the Augmentation Decrees until such time as Triview successfully completes the Comanche Litigation.
3. Rights and Obligations in the Water Shares Agreement Retained by Comanche. The rights and obligations of Comanche identified in Rectal C above shall be retained by Comanche.
4. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be construed in accordance with the laws of the State of Colorado.
5. Counterparts; Facsimile. This Agreement may be executed in one of more counterparts, each of which, when so executed and delivered, shall be deemed an original and shall together constitute one and the same document. Signatures hereto may be evidenced by electronic or facsimile transmission, which shall be treated as the original signature of the Party.

6. Survival. Whether or not it is specifically provided herein, any term or provision of this Agreement which, by its nature and effect, is required to be kept, observed, or performed after the assignment, shall survive the assignment of the Water Shares Agreement, the Comanche FMIC Shares, the Comanche Litigation and the Augmentation Decrees and shall not be merged therein, but shall be and remain binding upon, and for the benefit of, the Parties hereto until fully observed, kept, or performed.

7. No Interpretation Against Draftsperson. Comanche and Wigwam hereby agree that no provision of this Agreement shall be construed against either Comanche or Wigwam on the basis that the provision was drafted by such Party or such Party's counsel.

8. Partial Invalidity. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained, so long as the primary purpose(s) of this Agreement remain effectual thereby. If such condition, covenant, or other provision shall be deemed invalid due to scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. Cooperation. The Parties agree to reasonably cooperate with one another in the performance of their obligations pursuant to this Agreement.

10. Authority. All Parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement.

11. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto, as well as their respective representatives, successors, and assigns.

[Remainder of this page intentionally left blank. Signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf and on behalf of such Party's respective subsidiaries, affiliates, and divisions.

Comanche Resources, LLC

Wigwam Mutual Water Company, a Colorado nonprofit corporation and mutual ditch company

By: _____
Name: Gary Smith
Title: Managing Member
Date: _____

By: _____
Date: _____

APPROVED:

Triview Metropolitan District

By: _____
Name: James McGrady
Title: District Manager
Date: _____

EXHIBIT B

Conkling Consent to Assignment of Comanche-Conkling
FMIC Purchase and Sale Agreement

CONSENT AND AGREEMENT

This Consent and Agreement ("Agreement") dated this _____, 2019, is entered into by Comanche Resources, LLC, a Colorado limited liability company ("Comanche"); and Winston Conkling ("Conkling"). Comanche and Conkling may be collectively referred to as the "Parties."

RECITALS

A. The Parties entered into a Water Shares Purchase and Sale Agreement dated January 4, 2016 ("Water PSA"). The Water PSA is attached as **Exhibit A** to this Agreement. Paragraph 12 of the Water PSA provides that:

Conkling may assign this Agreement, or parts hereof or its (*sic*) duties hereunder, without the express written consent of CR. In the event of a full or partial assignment of this Agreement to any third Party, the assignee shall fully assume and perform all of the assignor's obligations under this Agreement, but the assignor shall not be released from any obligation so assigned unless otherwise agreed to by the Parties to this Agreement. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

B. The Water PSA further provides that Closing shall not occur until a number of contingencies are fulfilled, primarily that twenty (20) Fountain Mutual Irrigation Company ("FMIC") Shares subject of the Water PSA (and others) be successfully removed from Comanche's augmentation plans so as to be available for Conkling's use. Comanche has been prosecuting Water Division 2 Case No. 16CW3010 to that end, and trial is currently set in that matter for late 2019.

C. Comanche has negotiated an assignment of Comanche's rights and obligations under the Water PSA, and the twenty FMIC Shares to be sold to Conkling under the Water PSA, with the Triview Metropolitan District ("Triview"). Such Assignment to Triview, based upon an agreement in principle, would include assignment of:

i. Comanche's interests in the augmentation decrees entered in Water Court cases 1999CW146, 2000CW152, and 2002CW112 (the "Augmentation Decrees");

ii. The One Hundred Sixty-Six (166) Shares subject of the 16CW3010 litigation (the "Comanche FMIC Shares" which include the twenty FMIC Shares subject of the Water PSA), as well as all of Comanche's rights and responsibilities in the 16CW3010 litigation (the "Comanche Litigation"); and,

iii. The Water PSA.

D. In order to complete the assignment to Triview, Comanche has requested that Conkling consent to the assignment of the Water PSA, pursuant to Paragraph 12 of the Water PSA as quoted above, though it is unclear whether such consent is actually required.

E. Triview, as the contract assignee of Comanche's interests in the Augmentation Decrees, the Comanche FMIC Shares, the Comanche Litigation and the Water PSA has reviewed and approved this Agreement, and is prepared to "step into Comanche's shoes" as concerns performance under the Water PSA.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree:

1. Consent to Assignment. Pursuant to Paragraph 12 of the Water PSA, Conkling consents to the assignment of the Water PSA from Comanche to Triview.
2. Status of FMIC Shares/Contingencies. The Parties agree that the Comanche FMIC Shares, upon issuance to Triview by FMIC, shall remain committed to the Augmentation Decrees until such time as Triview successfully completes the Comanche Litigation. The contingencies to closing under the Water PSA remain.
3. Rights and Obligations Under the Water PSA. All rights and obligations of Comanche shall be assumed by Triview upon the effective date of the assignment of the Water PSA from Comanche to Triview, and Triview shall use all reasonable efforts to diligently prosecute the Comanche Litigation, satisfy the contingencies in the Water PSA, and proceed to closing.
4. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be construed in accordance with the laws of the State of Colorado.
5. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original and shall together constitute one and the same document. Signatures hereto may be evidenced by electronic or facsimile transmission, which shall be treated as the original signature of the Party.
6. Survival. Whether or not it is specifically provided herein, any term or provision of this Agreement which, by its nature and effect, is required to be kept, observed, or performed after the assignment, shall survive the assignment of the Water PSA, the Comanche FMIC Shares, the Comanche Litigation and the Augmentation Decrees and shall not be merged therein, but shall be and remain binding upon, and for the benefit of, the Parties hereto until fully observed, kept, or performed.
7. No Interpretation Against Draftsperson. Comanche and Conkling hereby agree that no provision of this Agreement shall be construed against either Comanche or Conkling on the basis that the provision was drafted by such Party or such Party's counsel.

8. Partial Invalidity. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained, so long as the primary purpose(s) of this Agreement remain effectual thereby. If such condition, covenant, or other provision shall be deemed invalid due to scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. Cooperation. The Parties agree to reasonably cooperate with one another in the performance of their obligations pursuant to this Agreement.

10. Authority. All Parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement.

11. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto, as well as their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf and on behalf of such Party's respective subsidiaries, affiliates, and divisions.

Comanche Resources, LLC

Winston Conkling

By: _____
Name: _____
Title: _____
Date: _____

By: Winston Conkling _____
Date: _____

APPROVED:

Triview Metropolitan District

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

Fountain Valley Power Consent to Assignment of FVP-Comanche
Water Supply Agreement

CONSENT AND AGREEMENT

This Consent and Agreement (“Agreement”) dated this _____, 2019, is entered into by Comanche Resources, LLC, a Colorado limited liability company (“Comanche”); and Fountain Valley Power, LLC, a Delaware limited liability company (“FVP”). Comanche and FVP may be collectively referred to as the “Parties.”

RECITALS

A. The Parties entered into a Water Supply Agreement dated March 14, 2001, as amended March 30, 2001 (“2001 Agreement”). The 2001 Agreement is attached as **Exhibit A** to this Agreement. Paragraph 29 of the 2001 Agreement provides that:

Comanche shall also have the right, subject to FVP’s consent which shall not be unreasonably withheld, to assign this Agreement provided such assignment is made with and is part of an assignment of Comanche’s interest of its augmentation plan and FMIC shares necessary to perform the obligations to FVP hereunder. Upon any such assignment, the assignee’s (*sic*) shall assume Comanche’s obligations hereunder and shall have all of the rights, remedies and obligations hereunder, and Comanche shall be released of any future liability under this Agreement.

B. The Parties entered into a “Consent and Agreement,” dated October 5, 2018, by which FVP consented to Comanche discussing and negotiating an assignment of Comanche’s rights and obligations under the 2001 Agreement and the associated sale of Fountain Mutual Irrigation Company (FMIC) shares with the Triview Metropolitan District (“Triview”).

C. Those discussions and negotiations have resulted in an agreement in principle for Comanche to assign to Triview:

i. Comanche’s interests in the augmentation decrees entered in Water Court cases 1999CW146, 2000CW152, and 2002CW112 (the “Augmentation Decrees”);

ii. The Two Hundred Forty-Four (244) Shares committed to the augmentation of FVP’s wells as set forth in the 2001 Agreement (the “Comanche FVP FMIC Shares”); and

iii. The 2001 Agreement.

D. In order to complete the assignment to Triview, Comanche has requested that FVP consent to the assignment of Comanche’s interests in the Augmentation Decrees, the Comanche FVP FMIC Shares, and the 2001 Agreement pursuant to paragraph 29 of the 2001 Agreement as quoted above.

E. Triview, as the contract assignee of Comanche's interests in the Augmentation Decrees, the Comanche FVP FMIC Shares and the 2001 Agreement has reviewed and approved this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree:

1. Consent to Assignment. Pursuant to Paragraph 29 of the 2001 Agreement, FVP consents to the assignment of the following from Comanche to Triview:

- a) Comanche's interests in the Augmentation Decrees;
- b) The Comanche FVP FMIC Shares; and
- c) The 2001 Agreement.

2. Delivery of FMIC Shares. The Parties agree that the Comanche FVP FMIC Shares, upon issuance to Triview by FMIC, shall be delivered directly to _____, who shall hold the former Comanche FVP FMIC Shares now issued to Triview pursuant to the escrow agreement attached as **Exhibit B**.

3. Rights and Obligations Under the 2001 Agreement. Except as specifically stated in this Agreement, all rights and obligations of Comanche shall be assumed by Triview upon the effective date of the assignment of the 2001 Agreement from Comanche to Triview.

4. Payments Under the 2001 Agreement. As of the effective date of the assignment of the 2001 Agreement from Comanche to Triview, all payments by FVP under the 2001 Agreement shall be made to Triview. Comanche and Triview shall supply FVP with notice of the assignment of the 2001 Agreement, along with the effective date, the remaining amount, if any, to be paid to Comanche, and the information necessary to make all future payments under the 2001 Agreement to Triview.

5. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be construed in accordance with the laws of the State of Colorado.

6. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original and shall together constitute one and the same document. Signatures hereto may be evidenced by electronic or facsimile transmission, which shall be treated as the original signature of the Party.

7. Survival. Whether or not it is specifically provided herein, any term or provision of this Agreement which, by its nature and effect, is required to be kept, observed, or performed after the assignment, shall survive the assignment of the 2001 Agreement, the Comanche FVP FMIC Shares, and the Augmentation Decrees; and shall not be merged

therein, but shall be and remain binding upon, and for the benefit of, the Parties hereto until fully observed, kept, or performed.

8. No Interpretation Against Draftsperson. Comanche and FVP hereby agree that no provision of this Agreement shall be construed against either Comanche or FVP on the basis that the provision was drafted by such Party or such Party's counsel.

9. Partial Invalidity. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained, so long as the primary purpose(s) of this Agreement remain effectual thereby. If such condition, covenant, or other provision shall be deemed invalid due to scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10. Cooperation. The Parties agree to reasonably cooperate with one another in the performance of their obligations pursuant to this Agreement.

11. Authority. All Parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement.

12. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the Parties hereto, as well as their respective representatives, successors, and assigns.

[Remainder of this page intentionally left blank. Signatures on following page]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf and on behalf of such Party's respective subsidiaries, affiliates, and divisions.

Comanche Resources, LLC

Fountain Valley Power, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED:

Triview Metropolitan District

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

Special Warranty Deed

SPECIAL WARRANTY DEED

Grantor, **COMANCHE RESOURCES, LLC**, a Colorado limited liability company, whose address is PO Box 25068, Colorado Springs, CO 80936, County of El Paso, State of Colorado, for the consideration of the sum described in the Purchase and Sale Agreement dated _____, 2019, in hand paid, hereby sells and conveys to **TRIVIEW METROPOLITAN DISTRICT**, a Colorado special district, whose address is 16055 Old Forest Point, Ste. 300, Monument, CO 80132, County of El Paso, State of Colorado, ("Grantee") the following water rights in the County of El Paso, and State of Colorado, to wit:

All water and water rights, ditch and ditch rights, reservoir and reservoir rights associated with four hundred and ten (410) shares of stock in the Fountain Mutual Irrigation Company represented by Certificate Nos. _____.

With all appurtenances, and warrants the title against all persons claiming title under Grantor, subject to the following exceptions:

1. Plans for augmentation decreed in Case Nos. 99CW146, 00CW152, and 02CW112, District Court, Division No. 2.
2. Application in Case No. 16CW3010, District Court, Water Division 2.
3. That certain Water Shares Purchase and Sale Agreement contract dated December 22, 2015 between Grantor and Prairie Sun Village, LLC and assigned to Grantee by that certain assignment dated January 11, 2018 and subject of a "Merger and Termination of Contract" dated _____, 2019.
4. That certain Water Shares Purchase and Sale Agreement contract dated January 4, 2016 between Grantor and Winston Conkling.
5. That certain Water Shares Acquisition Agreement dated May 28, 2005 between Grantor and Wigwam Mutual Water Company.
6. That certain Water Supply Agreement dated March 14, 2001, as amended March 30, 2001, between Seller and Enron North America as agent for Fountain Valley Power, LLC.
7. That Certain Escrow Agreement dated _____ between Fountain Valley Power LLC and Comanche Resources, LLC.

EXECUTED this _____ day of _____, 2019.

COMANCHE RESOURCES, LLC

By: _____
Gary Smith, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2018, by Gary Smith, Managing Member of Comanche Resources, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT E

Comanche Resources Assignment of Comanche Augmentation Plans to
Triview Metropolitan District

ASSIGNMENT AND QUITCLAIM OF AUGMENTATION PLANS

This Assignment and Quitclaim of Augmentation Plans ("Assignment") dated this _____, 2019, is executed by Comanche Resources, LLC, a Colorado limited liability company ("Comanche") for the benefit of the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview"). Comanche and Triview may be collectively referred to as the "Parties."

A. The Parties entered into a Purchase and Sale Agreement dated _____, 2019 (the "PSA"). The PSA is attached as **Exhibit A** to this Agreement, and provides that, among other things, Comanche is to assign to Triview all of Comanche's interest in certain plans for augmentation decreed by the Water Court for Water Division No. 2, in Case Nos. 1999CW146, 2000CW152, and 2002CW112 (the "Augmentation Decrees").

B. The PSA further provides that Triview is to acquire four hundred ten (410) FMIC shares which Comanche owns and are included in the Augmentation Decrees, providing Triview with the real and personal property interests to meet any and all obligations of Comanche under the Augmentation Decrees as set forth in the PSA.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are acknowledged, Comanche does hereby assign and quit claim to Triview all of Comanche's right, title and interest, without warranty, in and to the Augmentation Decrees, and all of Comanche's rights, responsibilities, obligations, entitlements, benefits and burdens thereunder. This assignment expressly may be utilized, and is intended to be utilized, to support a motion for substitution of parties to be filed by Triview in the Augmentation Decrees cases, as well as in any and all other pending or future water court matters related to or associated with the Augmentation Decrees.

This Assignment shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective heirs, successors, executors, administrators and assigns.

This Assignment is executed this _____ day of _____ 2019 by:

COMANCHE RESOURCES, LLC

By: _____
Gary Smith, Member

STATE OF COLORADO)
)ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Gary Smith, as authorized member of Comanche Resources, LLC

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT F

Comanche Resources, LLC Assignment of Conkling Contract to
Triview Metropolitan District

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Water Shares Purchase and Sale Agreement is executed this ____ day of _____, 2019 by **Comanche Resources, LLC** ("Comanche"), a Colorado limited liability company, for the benefit of the **Triview Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview").

RECITALS

A. Comanche is party to a certain Water Shares Purchase and Sale Agreement ("Conkling PSA") signed in January, 2016 whereby Winston Conkling ("Conkling") contracted for the purchase of twenty (20) shares in the Fountain Mutual Irrigation Company (the "FMIC Shares") from Comanche. The PSA is attached hereto as Exhibit A; and,

B. Pursuant to a Purchase and Sale Agreement dated _____, 2019 between Comanche and Triview, Triview has acquired Comanche's interests in the twenty (20) FMIC Shares subject of the Conkling PSA, and further pursuant to the terms of such Agreement is to be assigned all of Comanche's rights, entitlements, obligations and responsibilities under the Conkling PSA; and,

C. Conkling has expressly consented to the assignment of the Conkling PSA to Triview, with Triview effectively "stepping into the shoes" of Comanche for purposes of performance under the Conkling PSA, said Consent and Agreement dated _____, 2019, and attached hereto as Exhibit B;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following assignment is made:

1. Assignment of PSA. Comanche hereby assigns to Triview all of its rights, responsibilities, obligations, entitlements, and interests, under the Conkling PSA. Said Assignment expressly includes assignment and transfer to Triview of all rights and entitlement for compensation consideration from Conkling, including all funds and monies escrowed pursuant to terms and conditions of the Conkling PSA, upon Triview's completion of performance under the PSA. Triview shall hereafter "stand in the shoes" of Comanche for all purposes related to the Conkling PSA, including diligent and reasonable efforts to satisfy all contingencies described in the Conkling PSA, and closing on the sale of the FMIC Shares in Conkling's name upon satisfaction of all such contingencies.

2. Earnest Money Paid/Escrowed. The Parties agree and acknowledge that Conkling has, pursuant to the terms of the Conkling PSA, made a non-refundable earnest money payment to Comanche in the amount of \$1,000, which Comanche is entitled to retain. The Parties further agree and acknowledge that, consistent with Paragraph 4 and Paragraph 8 of the Conkling PSA, Conkling has deposited in escrow with the escrow agent the entirety of the \$250,000 cash purchase price. Triview as the successor to

Comanche in the Conkling PSA shall receive all escrowed funds should the Conkling PSA proceed to close upon satisfaction of all contingencies therein, and Comanche by this Assignment disclaims and cedes any and all rights to all such escrowed funds.

3. Cooperation/Additional Documentation. The parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Assignment. Each party shall reasonably cooperate with the other to document Comanche's assignment of all of its contractual interests under the Conkling PSA to Triview as contemplated in this Assignment, and each party expressly agrees to timely execute and deliver all documents reasonably necessary to evidence the same, whether as a requirement of Comanche, Conkling, Triview, FMIC or otherwise.

4. Authorization. Each party represents to the other that it has taken all action necessary to enable it to enter into this Assignment, and as to Triview, the underlying Conkling PSA assigned, and that the persons whose signatures appear below are authorized to execute this Assignment and bind their respective parties to the terms hereof.

5. Third Party Beneficiaries. Except as expressly provided in this Assignment or in the underlying Conkling PSA, this Assignment is not intended to give any rights to 3rd parties, and no such 3rd party who is not a party to this Assignment or the underlying Conkling PSA shall be entitled to enforce any provision hereof or claim any damages arising from a breach hereof.

6. Binding Affect. This assignment shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, executors, administrators, successors and assigns.

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EXHIBIT G

Comanche Resources, LLC Assignment of Wigwam
Water Shares Purchase Agreement to Triview
Metropolitan District

ASSIGNMENT OF WATER SHARES ACQUISITION AGREEMENT

This Assignment of Water Shares Acquisition Agreement is executed this ___ day of _____, 2019 by **Comanche Resources, LLC** ("Comanche"), a Colorado limited liability company, for the benefit of the **Triview Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview").

RECITALS

A. Comanche is party to a certain Water Shares Acquisition Agreement ("Wigwam Agreement") dated May 28, 2005 whereby the Wigwam Mutual Water Company, a Colorado nonprofit corporation and mutual ditch company ("Wigwam") contracted for the purchase of one hundred and fifty two (152) shares in the Fountain Mutual Irrigation Company (the "Wigwam FMIC Shares") from Comanche and Comanche and Wigwam made certain other agreements and covenants as set forth in the Wigwam Agreement. The is Wigwam Agreement is attached hereto as Exhibit A; and,

B. Pursuant to a Purchase and Sale Agreement dated _____, 2019 between Comanche and Triview (the "PSA"), Triview has acquired and assumed certain of the rights of the rights and obligations of Comanche under the Wigwam Agreement and has not acquired and assumed certain of the rights and obligations under the Wigwam Agreement all as set forth in the PSA; and,

C. Wigwam has expressly consented to the assignment of portions of the Wigwam PSA to Triview, with Triview effectively "stepping into the shoes" of Comanche for certain of the rights of the rights and obligations in the Wigwam Agreement, as set forth in the Consent and Agreement dated _____, 2019, and attached hereto as Exhibit B;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following assignment is made:

1. Assignment of Portions of the Wigwam Agreement. Comanche hereby assigns to Triview the following portions of the Wigwam Agreement:

a. Comanche's interests in the augmentation decrees entered in Water Court cases 1999CW146, 2000CW152, and 2002CW112 (the "Augmentation Decrees") including the obligation to provide replacement water pursuant to the Water Shares Agreement and account for the operation of the Augmentation Decrees.

b. The right to any return flows from the wells augmented by the Augmentation Decrees (the "Comanche Wells"), including the right to pursue judicial quantification of such return flows as a credit against augmentation requirements in the Augmentation Decrees.

c. One Hundred Sixty-Six (166) shares of the Fountain Mutual Irrigation Company ("FMIC") subject of the 16CW3010 litigation (the "Comanche FMIC Shares"), as well as all of Comanche's rights and responsibilities in the 16CW3010 litigation (the "Comanche Litigation").

2. Portions of the Wigwam Agreement Retained by Comanche. Comanche hereby retains the following portions of the Wigwam Agreement:

a. One hundred fifty two (152) shares of FMIC owned by Wigwam and used as a source of replacement water under the Augmentation Decrees.

b. The Comanche Wells and the water rights, easements, well equipment distribution systems and other infrastructure associated with, appurtenant to, or otherwise utilized in the use and operation of the Comanche Wells whether express, granted, prescriptive or otherwise (the "Associated Infrastructure") as well as the obligation to maintain and operate the Comanche Wells and Associated Infrastructure and maintain the conditional water rights decreed to the Comanche Wells including prosecuting the application filed to maintain the conditional water rights in in the Water Court, Case No. 18CW3069.

c. Forty five (45) shares in Wigwam and associated water taps owned by Comanche.

3. Cooperation/Additional Documentation. The parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Assignment. Each party shall reasonably cooperate with the other to document Comanche's assignment of the above enumerated rights and obligations in the Wigwam Agreement to Triview as contemplated in this Assignment, and each party expressly agrees to timely execute and deliver all documents reasonably necessary to evidence the same, whether as a requirement of Comanche, Wigwam , Triview, FMIC or otherwise.

4. Authorization. Each party represents to the other that it has taken all action necessary to enable it to enter into this Assignment, and as to Triview, the underlying Wigwam Agreement assigned, and that the persons whose signatures appear below are authorized to execute this Assignment and bind their respective parties to the terms hereof.

5. Third Party Beneficiaries. Except as expressly provided in this Assignment, or in the underlying Wigwam Agreement, this Assignment is not intended to give any rights to 3rd parties, and no such 3rd party who is not a party to this Assignment or the underlying Wigwam PSA shall be entitled to enforce any provision hereof or claim any damages arising from a breach hereof.

6. Binding Affect. This assignment shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, executors, administrators, successors and assigns.

EXHIBIT H

Comanche Resources, LLC Assignment of Fountain Valley Power
Water Supply Agreement to Triview Metropolitan District

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Water Supply Agreement is executed this ____ day of _____, 2019 by **Comanche Resources, LLC** ("Comanche"), a Colorado limited liability company, for the benefit of the **Triview Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview").

RECITALS

A. Comanche is party to a Water Supply Agreement dated March 14, 2001 as amended March 30, 2001 with Fountain Valley Power, LLC, a Delaware limited liability company ("FVP"), in which Comanche agreed to supply water to FVP under the terms and conditions set forth in the Water Supply Agreement (the "FVP Agreement"). The FVP Agreement is attached as Exhibit A; and,

B. FVP has expressly consented to the assignment of the FVP Agreement to Triview, with Triview effectively "stepping into the shoes" of Comanche for purposes of performance under the FVP Agreement, by that certain Consent and Agreement dated _____, 2019 and attached as Exhibit B.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following assignment is made:

1. Assignment of FVP Agreement. Comanche hereby assigns to Triview all of its rights, responsibilities, obligations, entitlements, and interests, under the FVP Agreement. Said Assignment expressly includes assignment and transfer to Triview of all rights and entitlement for compensation consideration from FVP. Triview shall hereafter "stand in the shoes" of Comanche for all purposes related to the FVP Agreement.

2. Security Interest/Escrow of FVP FMIC Shares. Pursuant to the FVP Agreement, two hundred forty four (244) shares in the Fountain Mutual Irrigation Company ("FMIC") owned by Comanche have been pledged for performance of the FVP Agreement and Comanche has granted FVP a security interest in those shares (the "FVP FMIC Shares"). Triview agrees that upon issuance of FVP FMIC shares to it, the FVP FMIC shares shall be subject to the same security interest. The shares shall be held in escrow pursuant to the escrow agreement attached as Exhibit C.

3. Payments Under the 2001 Agreement. As of the date of this assignment all payments by FVP under the 2001 Agreement shall be made to Triview. Comanche and Triview shall supply FVP with notice of the assignment of the 2001 Agreement, along with the effective date, the remaining amount, if any, to be paid to Comanche, and the information necessary to make all future payments under the 2001 Agreement to Triview. Any payments made by FVP to Comanche for water supplied after the date of this assignment shall be transmitted to Triview within twenty (20) days of receipt by Comanche.

4. Cooperation/Additional Documentation. The parties shall cooperate with one another in good faith to accomplish and fulfill the terms of this Assignment. Each party shall reasonably cooperate with the other to document Comanche's assignment of all of its contractual interests under the FVP Agreement to Triview as contemplated in this Assignment, and each party expressly agrees to timely execute and deliver all documents reasonably necessary to evidence the same, whether as a requirement of Comanche, FVP, Triview, FMIC or otherwise.

5. Authorization. Each party represents to the other that it has taken all action necessary to enable it to enter into this Assignment, and as to Triview, the underlying FVP Agreement assigned, and that the persons whose signatures appear below are authorized to execute this Assignment and bind their respective parties to the terms hereof.

6. Third Party Beneficiaries. Except as expressly provided in this Assignment, or in the underlying FVP Agreement, this Assignment is not intended to give any rights to 3rd parties, and no such 3rd party who is not a party to this Assignment or the underlying FVP Agreement shall be entitled to enforce any provision hereof or claim any damages arising from a breach hereof.

7. Binding Affect. This assignment shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, executors, administrators, successors and assigns.

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EXHIBIT I

Comanche Resources, LLC and Triview Metropolitan District Mutual
Termination of FMIC Purchase and Sale Agreement (15 Shares)

MERGER AND TERMINATION OF CONTRACT

This Merger and Termination of Contract is executed this ___ day of _____, 2019 by and between **COMANCHE RESOURCES, LLC**, a Colorado limited liability company ("Comanche") and **TRIVIEW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview"). Seller and Purchaser may each be referenced as a "Party", and shall be referred to collectively as the "Parties."

WHEREAS, Comanche entered into a Purchase and Sale Agreement for the sale of fifteen (15) shares in the Fountain Mutual Irrigation Company ("FMIC") with original purchaser, Prairie Sun Village, LLC, a Colorado limited liability company ("PSV") (the "PSV Purchase Agreement"), dated December 22, 2015;

WHEREAS, the PSV Purchase Agreement contains various contingencies, including the requirement that Comanche remove the FMIC Shares from existing plans for augmentation, which Comanche has commenced in pending Case No. 16CW3010;

WHEREAS, by Assignment dated January 11, 2018, Triview took assignment of all rights, entitlements and interests in the PSV Purchase Agreement from PSV, thereby becoming the purchaser of the fifteen (15) FMIC shares, subject to all terms and conditions of the original PSV Purchase Agreement;

WHEREAS, Comanche and Triview have entered into a certain Purchase and Sale Agreement dated _____, 2019 by which Triview is to acquire certain "Transfer Assets." Such Transfer Assets expressly include the 15 FMIC Shares previously subject of the PSV Purchase Agreement under which Triview is the purchaser, by assignment from PSV. As such, upon closing of said Purchase and Sale Agreement with Comanche, Triview will be both seller and purchaser under the PSV Purchase Agreement;

NOW, THEREFORE, because Triview is now the owner of the 15 FMIC Shares subject of the PSV Purchase Agreement as a result of its own Purchase and Sale Agreement with Comanche for the Transfer Assets, the PSV Purchase Agreement is rendered a nullity, with any rights and interests created under the PSV Purchase Agreement merged into title acquired through the Transfer Assets directly from Comanche. Triview and Comanche therefore agree, acknowledge and jointly state that (1) the PSV Purchase Agreement is extinguished and terminated, and (2) Triview is entitled to the immediate release of all earnest money held by the Escrow Agent pursuant to the terms and conditions of the PSV Purchase Agreement, now terminated.

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COMANCHE RESOURCES, LLC

TRIVEW METROPOLITAN DISTRICT

By: Gary Smith, Managing Member

By: James McGrady, District Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2019, by Gary Smith, Managing Member of Comanche Resources, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2019, by James McGrady as District Manager of Triview Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT J

Triview Disclaimer of All Interests in Comanche Retained
Associated Infrastructure

DISCLAIMER OF INTERESTS

This Disclaimer of Interests ("Disclaimer") is executed this ___ day of _____, 2019 by the **TRIVIEW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview").

WHEREAS, Triview has entered into a certain Purchase and Sale Agreement dated _____, 2019 (the "PSA") with Comanche Resources, LLC, a Colorado limited liability company ("Comanche"), by which Triview is to acquire certain "Transfer Assets", including but not limited to: four hundred and ten (410) shares of the Fountain Mutual Irrigation Company ("FMIC") currently owned by Comanche; assignments of various contracts from Comanche to Triview related to such FMIC shares; and assignments of Comanche's interests in three augmentation plans decreed by the Water Court for Water Division No. 2 utilizing all or a portion of said FMIC shares;

WHEREAS, Paragraph 8.1 of the PSA provides that:

After Disbursement, Seller [Comanche] shall retain all of Seller's interest in the Comanche Wells and Associated Infrastructure and shall continue to prosecute the application in Case No. 18CW3069, District Court, Water Division No. 2.

WHEREAS, the "Comanche Wells" are C.R. Well No. 1 and a sixty two percent (62%) interest in the Midway Ranches POA Well No. 1.

WHEREAS, the "Associated Infrastructure" includes the water rights, easements and infrastructure associated with the Comanche Wells as more specifically defined below.

NOW, THEREFORE,

1. Triview hereby expressly disclaims any and all interests, whether pursuant to the PSA, or otherwise, in the following described Comanche Wells and Associated Infrastructure:

A. C.R. Well No. 1, as permitted by the Colorado Division of Water Resources under Permit No. 64950-F, and as utilized by the Wigwam Mutual Water Company and Comanche;

B. Midway Ranches POA Well No. 1, as permitted by the Colorado Division of Water Resources under Permit No. 64948-F, in which Comanche holds a 62% interest, and as utilized by the Wigwam Mutual Water Company and Comanche;

C. All water and water rights associated with the above described Comanche Wells, excepting Triview's interests in the four hundred and ten (410) FMIC Shares acquired under the PSA and the right to amend the Comanche Augmentation Plans in Case Nos. 1999CW146 2000CW152 and 2002CW112, as assigned to Triview pursuant

EXHIBIT K

Comanche Resources Statement Of Authority

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named **COMANCHE RESOURCES, LLC** and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a limited liability company.
3. The entity is formed under the laws of the State of Colorado.
4. The mailing address for the entity is P.O. Box 25068, Colorado Springs, CO 80936.
5. Gary Smith, Managing Member, is authorized to execute instruments conveying, assigning, encumbering, or otherwise affecting title to real and personal property on behalf of the entity.
6. The authority of Gary Smith, Managing Member, to bind the entity is not limited.

Executed this _____ day of January 2019.

COMANCHE RESOURCES, LLC

By: _____
Gary Smith, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of January, 2019, by Gary Smith, as the Managing Member of Comanche Resources, LLC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT L

Waiver and Disclaimer by Wigwam

DISCLAIMER and WAIVER OF INTERESTS

This Disclaimer and Waiver of Interests ("Disclaimer") is executed this ___ day of _____, 2019 by the **WIGWAM MUTUAL WATER COMPANY**, a Colorado corporation ("Wigwam").

WHEREAS, the Triview Metropolitan District ("Triview") has entered into a certain Purchase and Sale Agreement dated _____, 2019 (the "PSA") with Comanche Resources, LLC, a Colorado limited liability company ("Comanche"), by which Triview is to acquire certain "Transfer Assets", including but not limited to: four hundred and ten (410) shares of the Fountain Mutual Irrigation Company ("FMIC") currently owned by Comanche ("Comanche FMIC Shares"); assignments of various contracts from Comanche to Triview related to such Comanche FMIC Shares; and assignment of Comanche's interests in three augmentation plans decreed by the Water Court for Water Division No. 2 utilizing all or a portion of said Comanche FMIC Shares.

WHEREAS, the PSA accurately recites that the Wigwam Water Acquisition Agreement ("Wigwam Contract") dated May 28, 2005 between Comanche and Wigwam required Comanche:

to convey up to two hundred and forty one (241) shares in FMIC in exchange for up to seven hundred and twenty-three (723) shares in Wigwam ... (and) Comanche has transferred one-hundred and fifty two (152) shares in FMIC to Wigwam...

WHEREAS, pursuant to the terms of the PSA, Comanche is to assign to Triview all of Comanche's interests in the Wigwam Contract, including the rights: 1) to claim return flows from the wells augmented by the augmentation plans decreed in Case Nos. 99CW146, 00CW152, and 02CW112, District Court, Division No. 2 ("Comanche Augmentation Plans"); 2) to amend the Comanche Augmentation Plans as may be necessary to claim such return flows; and 3) to amend the Comanche Augmentation Plans to remove any resulting excess Comanche FMIC Shares from the Comanche Augmentation Plans.

WHEREAS, the PSA further accurately states that:

Purchaser [Triview] shall have no obligations or responsibilities for the administration or operation of the Comanche Augmentation Plans related to Wigwam's operations and the ... [152] FMIC Shares (including the commitments to David Janitell for the 100 Janitell shares that are part of the Wigwam FMIC Shares), which shall remain solely with Wigwam.

WHEREAS, Wigwam has consented, as a term and condition of the PSA, to the assignment of Comanche's interests in the Wigwam Contract to Triview, and the PSA further requires Wigwam's disclaimer and waiver of interests as provided herein.

NOW, THEREFORE,

3. Wigwam hereby expressly disclaims and waives any right to further contribution or transfer of any Comanche FMIC Shares to Wigwam under the Wigwam Contract beyond the 152 FMIC shares previously transferred to Wigwam by Comanche. Triview shall have no obligation to transfer any of the Comanche FMIC Shares to Wigwam to satisfy the "up to 241 shares" condition as described above and in the Wigwam Contract.

4. Wigwam hereby expressly acknowledges and consents to Triview's right, in its discretion and at its sole expense and risk, to amend the Comanche Augmentation Plans to quantify return flows from the augmented wells, to take credit for the same, and to remove any of the excess Comanche FMIC Shares from the Comanche Augmentation Plans for Triview's other uses. Wigwam shall not oppose directly or indirectly any such judicial proceeding.

5. Wigwam expressly acknowledges that the Janitell Agreement creates certain payment obligations upon Wigwam related to the use of the FMIC shares acquired from Janitell, and further acknowledges that such financial burden is Wigwam's alone. Wigwam disclaims and waives any right to demand, claim or otherwise seek contribution from Triview.

WIGWAM MUTUAL WATER COMPANY

By: _____, as _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2019, by _____ as _____ of Wigwam Mutual Water Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public