

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
NOTICE OF HEARING
FOR THE REMOVAL OF AN ALLOTMENT CONTRACT
AND ACCOMPANYING TAX LIEN

An allotment contract of one hundred and seventy-five (175) acre-foot units (units) of Colorado-Big Thompson (C-BT) Project water, along with the accompanying tax lien, is attached by Order of the Board of Directors (Board) of Northern Colorado Water Conservancy District (Northern Water), under a Class D Allotment Contract to the NW¼ of Section 31, Township 4 North, Range 68 West of Weld County (the “Allotment Contract”).

Land Description

Sec.Twp.Rge.

NW1/4; EXC UPRR CO RES; ALSO EXC ALL OTHER EXIST R/W & EASE. 31 04N 68W

An allotment of Colorado-Big Thompson water is subject to the Water Conservancy Act, C.R.S 37-45-101 et seq., the authority of the Board of Directors of Northern Water, and other relevant laws and regulations. The Allotment Contract gives the allottee the right to the use of the water yielded by the allotment contract for irrigation purposes as long as the allottee complies with all of the terms and conditions of the allotment contract, as well as the rules, regulations, and policies of Northern Water.

The records of Northern Water show that the Allotment Contract is in the name of New Day/Sunrise Limited Liability Company. Northern Water staff has been made aware that a potential parking and storage agreement may exist related to 63 of the 175 units of C-BT under the Allotment Contract. A Board Hearing had been requested to determine the ownership of the 63 units of C-BT Project water. The Board Hearing was opened at the Board’s regularly scheduled meeting on October 12, 2017, and resumed at the Board’s regularly scheduled meeting on May 10, 2018. Prior transactions that may be relevant include, without limitation, the following:

April 8, 1939, a Petition to Northern Colorado Water Conservancy District for Allotment of Water was approved by Order of the Board of Directors of Northern Water allocating 225 units of C-BT Project water to land located on Section 31, Township 4 North, Range 68 West of Weld County in the name of William F. Edmondson.

March 11, 1983, an Application for Change of Class D Allotment Contract was approved by Order of the Board of Directors of Northern Water transferring 50 units of C-BT Project water from the NW¼ of Section 31, Township 4 North, Range 68 West, to a part of the NW¼ of Section 6, Township 5 North, Range 68 West, and a part of the SW¼ of Section 31, Township 6 North, Range 68 West of Weld County, in the name of Vanguard Farm, Inc., leaving a balance remaining of 175 units of C-BT Project water attached to the NW¼ of Section 31, Township 4 North, Range 68 West. The 175 units of C-BT Project water remaining on Section 31, Township 4 North, Range 68 West, was held in joint tenancy in the names of William W. Uhrich and Shirley M. Uhrich.

November 12, 1987, at Reception No. 02120842, a Supplemental Affidavit was recorded with a copy of the Death Certificate for William W. Uhrich on the NW¼ of Section 31, Township 4 North, Range 68 West in Weld County.

November 24, 1987, Northern Water initiated a Name Change by removing William W. Uhrich from the allotment contract.

July 27, 1993, at Reception No. 02343034, a Warranty Deed was recorded between Shirley M. Uhrich (Grantor) to The Shirley M. Uhrich Revocable Trust (Grantee). Deed specifically lists 225 units of C-BT Project water.

September 21, 1993, Northern Water initiated a Name Change from Shirley M. Uhrich to The Shirley M. Uhrich Revocable Trust dated February 3, 1993.

August 6, 1999, at Reception No. 2712374, a Warranty Deed (Trust Disposition – No DSF Required) was recorded between The Shirley M. Uhrich Revocable Trust dated February 3, 1993, (Grantor) to Shirley M. Uhrich (Grantee). Deed does not list C-BT Project water units.

August 6, 1999, at Reception No. 2712375, a Warranty Deed (Contribution to Partnership – No DSF Required) was recorded between Shirley M. Uhrich (Grantor) to Uhrich Family Limited Liability Partnership. Deed does not list C-BT Project water units.

February 11, 2000, at Reception No. 2749328, a Correction Warranty Deed (Trust Disposition – No DSF Required) was recorded between Shirley M. Uhrich, as Trustee of The Shirley M. Uhrich Revocable Trust dated February 3, 1993, (Grantor) to Shirley M. Uhrich (Grantee). Deed does not list C-BT Project water units.

February 11, 2000, at Reception No. 2749329, Correction Warranty Deed (Contribution to Partnership – No DSF Required) was recorded between Shirley M. Uhrich (Grantor) to Uhrich Family Limited Liability Partnership (Grantee). Deed does not list C-BT Project water units.

February 24, 2000, at Reception No. 2751274, a Warranty Deed was recorded between Shirley M. Uhrich, as General Partner of the Uhrich Family Limited Partnership (Grantor) to Calvin C. Johnson, Lois M. Johnson, Bradley T. Johnson and Jeffrey Johnson (Grantees). Deed does not list C-BT Project water units.

February 24, 2000, at Reception No. 2751276, a Warranty Deed was recorded between Calvin C. Johnson, Lois M. Johnson, Bradley T. Johnson and Jeffrey Johnson (Grantors) to New Day/Sunrise Limited Liability Company (Grantee). Deed does not list C-BT Project water units.

December 14, 2000, Northern Water initiated a Name Change from The Shirley M. Uhrich Revocable Trust dated February 3, 1993, to New Day/Sunrise Limited Liability Company.

May 12, 2015, Northern Water staff was made aware that a potential violation of Northern Water's Storage and Parking Agreement Rule associated with the New Day/Sunrise Allotment Contract related to 63 of the 175 units of C-BT Project water exists between Uhrich Family Limited Liability Partnership and New Day/Sunrise Limited Liability Company.

The above list and description of the documents may be incorrect or incomplete. You have the obligation to independently verify that the above information is correct and complete with respect to the allotment contract identified above and to provide any corrective or additional information to the Board prior to resumption of the Hearing on July 12, 2018. The authority of the Board to take appropriate action is not affected by any errors or omissions in this Notice.

You are hereby **notified** that the Board Hearing in this matter will resume on July 12, 2018, at Northern Water headquarters, 220 Water Avenue, Berthoud, Colorado, at 9:30 a.m., at which time the Board will consider forfeiture and removal of 63 units of the 175 units of the Allotment Contract and accompanying tax lien and the transfer of the 63 units of the 175 unit Allotment Contract to the Northern Water Inactive Contract Account for disposition pursuant to the Inactive Allotment Contract Account Rule, the Storage and Parking Agreement Rule, and the Storage and Parking Agreement Procedures of Northern Water. A removal of the Allotment Contract may result in the forfeiture of the 63 units of the Allotment Contract and termination of any and all interests or claims by all parties in the 63 units of the Allotment Contract or proceeds derived from the disposition of the Allotment Contract by Northern Water.

Dated this 21st day of May, 2018.

/s/ _____
Bradley D. Wind
Secretary to the Board of Directors
Northern Colorado Water Conservancy District

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