

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

An allotment contract of seventy-five (75) acre-foot 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 a part of the NE¼ of Section 7, Township 4 North, Range 67 West of Weld County (the “Allotment Contract”).

Land Description

Sec.Twp.Rge.

**LOT B OF REC EXEMPT #1059-7-1-RE307 AS REC IN 832/1754243;  
EXC 212/187; EXC 1476/96; EXC ALL EXIST R/W & EASE.**

**07 04N 67W**

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 names of Byron L. Spaur, Mark Spaur, and Steven Spaur. Northern Water staff has been made aware that a potential parking and storage agreement exists related to the Allotment Contract. A Board Hearing has been requested to determine the ownership of the 75 units of C-BT. 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 100 units of C-BT to land located on Section 5, Township 3 North, Range 67 West of Weld County in the names of B.L. Spaur aka Bennett L. Spaur, Sr. and M.B. Spaur aka Marie B. Spaur or Marie R. Spaur.

November 29, 1978, at Book 852, Reception No. 1774199, a Deed of Distribution by Personal Representative was recorded between Bennett L. Spaur, Jr., as Personal Representative of the Estate of Marie R. Spaur aka Marie B. Spaur, deceased (Grantor) to Bennett L. Spaur, Jr., Byron L. Spaur, Gilbert L. Spaur and Glenn H. Spaur (Grantees) conveying the land the 100 units are attached to. The deed explicitly lists the 100 units of C-BT.

January 31, 1983, at Book 987, Reception No. 1916064, a Deed of Distribution by Personal Representative was recorded between Bennett L. Spaur, Jr., as Personal Representative of the Estate of Bennett L. Spaur, Sr., deceased, (Grantor) to Bennett L. Spaur, Jr., Byron L. Spaur, Gilbert L. Spaur, and Glenn H. Spaur (Grantees) conveying the land the 100 units are attached to. The deed explicitly lists the 100 units of C-BT.

December 4, 1997, at the request of Byron Spaur, Northern Water conducted a field assessment on part of the NE¼ of Section 7, Township 4 North, Range 67 West, in Weld County to determine if the 100 units of C-BT could be moved from Section 5, Township 3 North, Range 67 West to part of the NE¼ of Section 7, Township 4 North, Range 67 West, in Weld County.

December 12, 1997, an Application for Change of Class D Allotment Contract was approved by Order of the Board of Directors of Northern Water removing the 100 units of C-BT from the NE¼ of Section 5, Township 3 North, Range 67 West, and allocating the 100 units of C-BT to land located on a portion of the NE¼ of Section 7, Township 4 North, Range 67 West, under the names Byron L. Spaur, Steven J. Spaur, and Mark R. Spaur.

January 19, 1998, at Reception No. 2589804 a Warranty Deed was recorded between Bennett L. Spaur aka Bennett L. Spaur, Jr., Byron L. Spaur, Gilbert L. Spaur, and Glenn H. Spaur (Grantors) to Sedona Hills II, Inc. (Grantee) conveying land located in Section 5, Township 3 North, Range 67 West that the 100 units of C-BT were originally attached to.

March 10, 2000, at Reception No. 2761917 an Application for Change of Class D Allotment Contract was approved by Order of the Board of Directors of Northern Water transferring 25 units of C-BT from the NE¼ of Section 7, Township 4 North, Range 67 West, to the Town of Milliken leaving a balance remaining of 75 units of C-BT attached to land.

August 30, 2012, at Reception No. 3869783 a Deed of Distribution of Personal Representative was recorded between Ruby B. Spaur, as Personal Representative of the Estate of Byron L. Spaur, deceased, (Grantor) to Ruby B. Spaur (Grantee), all of Decedent's interest [being an undivided 1/3 interest]. Deed does not list 75 units of C-BT.

August 30, 2012, at Reception No. 3869784 a Bargain and Sale Deed was recorded between Mark R. Spaur, Steven J. Spaur, and Ruby B. Spaur (Grantees) to Spaur, LLC (Grantor). Deed does not list 75 units of C-BT.

May 14, 2015, Northern Water staff was made aware that a potential violation of Northern Water's Storage and Parking Agreement Rule associated with the Allotment Contract exists between Bennett L. Spaur, Jr., Byron L. Spaur, Gilbert L. Spaur, Glenn H. Spaur, Mark R. Spaur, Steven J. Spaur, and Ruby B. Spaur.

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 the hearing. 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 a Hearing will be held by the Board on December 14, 2017, at Northern Water headquarters, 220 Water Avenue, Berthoud, Colorado, at 9:45 a.m., at which time the Board will commence a Hearing regarding a potential violation of Northern Water's Storage and Parking Agreement Rule to consider removal of the Allotment Contract and accompanying tax lien and the transfer of the 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 Allotment Contract and termination of any and all interests or claims by all parties in the Allotment Contract or proceeds derived from the disposition of the Allotment Contract by Northern Water.

Any objections may be submitted to the Board of Directors of Northern Water in writing before the Hearing date or persons or entities with objections may attend the Board Hearing and present those objections directly to the Board.

Dated this 16<sup>th</sup> day of November, 2017.

/s/

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Eric W. Wilkinson  
Secretary to the Board of Directors  
Northern Colorado Water Conservancy District