AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 1961, by and between THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the first part, and LEO STRATMAN, HENRY STRATMAN, ALOIS STRATMAN and EDWIN O. CLARK, parties of the second part, is upon the following terms and conditions, to-wit:

Subject to a boundary question as hereinafter mentioned, the party of the first part agrees to sell and convey, and the second parties agree to purchase, the following described property situate in Larimer County, Colorado, to-wit:

Beginning at the Northwest corner of Section Twenty-one (21), Township Five (5) North, Range Sixty-nine (69) West of the Sixth Principal Meridian; thence North 89°56' East 592.43 feet along the North section line; thence South 0°53'40" East 300 feet; thence South 89°56' West 254.05 feet; thence South 0°53'40" West 437 feet; thence South 89°56' West 338.38 feet to the West line of said section; thence North 0°53'40" East 737.0 feet to the Northwest corner of said section; subject to the right of way for the county road 30 feet in width along the North side of said premises.

The second parties agree to pay therefor Two Hundred Dollars ($200.00) per acre for the 7.47 acres as contained therein, such payment to be made upon delivery of a warranty deed and upon approval of title.

The first party agrees to furnish, for examination purposes only, the company's abstract of title and the second parties may use said abstract for the purpose of obtaining their own copy of such abstract of title.

It is further understood and agreed that the West fence line of said premises is offset approximately 30 feet East of the correct West boundary, and the second parties agree to assume the legal costs of re-establishing the West fence line at its proper
LOVELAND, COLORADO  
Sept. 20, 1961

Memorandum of Agreement between The Consolidated Home Supply Ditch and Reservoir Company, referred to hereafter as 'The Company'; and Leo Stratman, Henry Stratman, Eloise Stratman and Edwin O. Clark, referred to hereafter as Stratman and Clark concerning the sale of a portion of the N.W. corner of Sec. 21, Twp. 5, Range 69, containing 7.47 acres more or less.

The Company agrees to sell and Stratman and Clark agree to buy said 7.47 acres for $200.00 per acre, payment to be made in full to the company by Stratman and Clark when the company delivers into their hands a warranty deed containing a certified legal description of the property to be sold.

It is furthermore mutually understood and agreed between the company and Stratman and Clark that the latter will assume full legal responsibility and costs in connection with:

1. Survey of property
2. Fencing of property
3. Legal costs, if any, of re-establishing west fence line of 7.47 acre tract. (The Company agrees to furnish clear and merchantable title to the property and to pay for all conveyance costs excepting legal survey.)

Stratman and Clark plan to erect within reasonable time a residence, a shop and other buildings if needed, and do agree to maintain such buildings and the property in general in such manner and condition that will not detract from the sale value of adjacent and surrounding property.

It is furthermore understood and agreed that should Stratman and Clark, their heirs or assigns ever offer the property or a portion thereof, for sale, the Company shall be granted the first opportunity to re-acquire said property.

Should the Company, in turn ever offer for sale additional frontage along the East-West highway bounding the tract on the North, Stratman and Clark will be given first opportunity to buy said frontage.
location. In the event that the West fence line can be properly located, the first party will contribute one-half of the cost of erecting said fence on the West line and the second parties will pay the remaining portion of said fence. In the event that the fence line through the whole 40 acres can be re-established at the proper line, the second parties shall pay the entire cost of installing new fence along the property line of their premises and the first party will re-fence upon the proper line to the lake shore.

Possession of said premises shall be delivered to the second parties upon full payment of the purchase price.

The second parties, planning to construct a residence, shop and other buildings as they may desire upon said premises, do further agree to maintain such buildings and property so that the condition of the same will not detract from the sale value of adjacent premises owned by the first party.

It is further understood and agreed that should the second parties offer their premises, or any portion thereof, for sale, the first party shall have the exclusive right to purchase said premises or portion thereof upon the same terms and conditions as the same may be offered for sale to any third party. Such offer shall be communicated in writing to the first party, and the first party shall have fifteen (15) days time within which to accept or reject said offer. If the first party contemplates the sale of additional frontage along the East and West highway, which is the North boundary of said premises, the company agrees to first offer said premises for sale to the second parties and the second parties shall have ten (10) days time within which to accept or reject said offer.

The first party further agrees to permit the second
parties to use over-burden from the rock quarry for the purpose of filling the swale in the Northwest corner of the tract herein to be conveyed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By

Party of the First Part

Party of the Second Part
AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 1961, by and between THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the first part, and LEO STRATMAN, HENRY STRATMAN, ALOIS STRATMAN and EDWIN O. CLARK, parties of the second part, is upon the following terms and conditions, to-wit:

Subject to a boundary question as hereinafter mentioned, the party of the first part agrees to sell and convey, and the second parties agree to purchase, the following described property situate in Larimer County, Colorado, to-wit:

Beginning at the Northwest corner of Section Twenty-one (21), Township Five (5) North, Range Sixty-nine (69) West of the Sixth Principal Meridian; thence North 89°56' East 592.43 feet along the North section line; thence South 0°53'10" East 300 feet; thence South 89°56' West 254.05 feet; thence South 0°53'10" West 137 feet; thence South 89°56' West 338.38 feet to the West line of said section; thence North 0°53'10" East 737.0 feet to the Northwest corner of said section; subject to the right of way for the county road 30 feet in width along the North side of said premises.

The second parties agree to pay therefor Two Hundred Dollars ($200.00) per acre for the 7.47 acres as contained therein, such payment to be made upon delivery of a warranty deed and upon approval of title.

The first party agrees to furnish, for examination purposes only, the company's abstract of title and the second parties may use said abstract for the purpose of obtaining their own copy of such abstract of title.

It is further understood and agreed that the West fence line of said premises is offset approximately 30 feet East of the correct West boundary, and the second parties agree to assume the legal costs of re-establishing the West fence line at its proper
location. In the event that the West fence line can be properly located, the first party will contribute one-half of the cost of erecting said fence on the West line and the second parties will pay the remaining portion of said fence. In the event that the fence line through the whole 40 acres can be re-established at the proper line, the second parties shall pay the entire cost of installing new fence along the property line of their premises and the first party will re-fence upon the proper line to the lake shore.

Possession of said premises shall be delivered to the second parties upon full payment of the purchase price.

The second parties, planning to construct a residence, shop and other buildings as they may desire upon said premises, do further agree to maintain such buildings and property so that the condition of the same will not detract from the sale value of adjacent premises owned by the first party.

It is further understood and agreed that should the second parties offer their premises, or any portion thereof, for sale, the first party shall have the exclusive right to purchase said premises or portion thereof upon the same terms and conditions as the same may be offered for sale to any third party. Such offer shall be communicated in writing to the first party, and the first party shall have fifteen (15) days time within which to accept or reject said offer. If the first party contemplates the sale of additional frontage along the East and West highway, which is the North boundary of said premises, the company agrees to first offer said premises for sale to the second parties and the second parties shall have ten (10) days time within which to accept or reject said offer.

The first party further agrees to permit the second
parties to use over-burden from the rock quarry for the purpose
of filling the swale in the Northwest corner of the tract herein
to be conveyed.

IN WITNESS WHEREOF, the parties here to have executed
this Agreement the day and year first above written.

THE CONSOLIDATED HOME SUPPLY DITCH
AND RESERVOIR COMPANY

By    
President

ATTEST:

W. B. Kerns

Secretary

Party of the First Part

Edwin O. Clark

Leo Stratman

Parties of the Second Part
LICENSE AGREEMENT

WHEREAS, HERBERT P. BONNELL, party of the first part, is the owner of the following described premises situate in the County of Larimer and State of Colorado, to-wit:

That portion of the North Half of Section 32; Township 5 North, Range 69 West of the 6th P.M. in the County of Larimer, State of Colorado described as follows:

Beginning at the Northeast Corner of said Section 32; thence along the North line of said Section 32 South 89°26'35" West 1363.12 feet; thence South 64°00'15" West 2250.32 feet; thence South 89°52'27" West 323.08 feet to the point of beginning; thence North 0°07'33" West 60.00 feet; thence North 44°38'53" West 79.94 feet to the beginning of a tangent curve concave to the Southwest having a central angle of 50°14'25" and a radius of 90.00 feet; thence Northwesterly along the arc of said curve 78.92 feet to the end of said curve; thence tangent from said curve South 85°06'42" West 37°33'33" to the beginning of a tangent curve concave to the North having a central angle of 32°52'22" and a radius of 110.00 feet; thence Westerly along the arc of said curve 63.11 feet to the end of said curve; thence tangent from said curve North 62°00'56" West 53.81 feet to the beginning of a tangent curve concave to the South having a central angle of 50°39'55" and a radius of 90.00 feet; thence Westerly along the arc of said curve 79.58 feet to the end of said curve; thence tangent from said curve South 67°19'09" West 98.03 feet to the beginning of a tangent curve concave to the North having a central angle of 37°46'35" and a radius of 110.00 feet; thence Westerly along the arc of said curve 72.52 feet to the end of said curve; thence tangent from said curve North 74°54'16" West 101.62 feet to the beginning of a tangent curve concave to the South having a central angle of 28°20'35" and a radius of 90.00 feet; thence Westerly along the arc of said curve 44.52 feet to the end of said curve; thence tangent from said curve South 76°45'09" West 91.03 feet to the beginning of a tangent curve concave to the Southeast having a central angle of 26°16'30" and a radius of 90.00 feet; thence Southwesterly along the arc of said curve 41.27 feet to the end of said curve; thence tangent from said curve South 50°28'39" West 176.03 feet to the beginning of a tangent curve concave to the Northwest having a central angle of 25°00'10" and a radius of 110.00 feet; thence Southwesterly along the arc of said curve 48.00 feet to the end of said curve; thence tangent from said curve South 75°26'14" West 436.32 feet more or less to the North line of said Section 32; thence along said West line South 1°26'32" East 336.64 feet; thence North 88°33'28" East 60.00 feet; thence North 1°26'32" West 31.81 feet to the beginning of a tangent curve concave to the Southwest having a central angle of 80°26'12" and a radius of 190.00 feet; thence Northeasterly along the arc of said curve 266.85 feet to the end of said curve; thence tangent from said curve North 79°01'40" East 1268.52 feet; thence
North 89°52'27" East 73.03 feet more or less to the true point of beginning.
EXCEPT THEREFROM: The existing County Road right-of-way.

WHEREAS, The Consolidated Home Supply Ditch and Reservoir Company, party of the second part, is about to commence construction of an irrigation reservoir, to be known as the Lon Hagler Reservoir, near the aforesaid premises, and in connection with such construction will find it necessary to borrow soil and other material from the above-described premises, and

WHEREAS, second party has paid to first party, in cash, the sum of Five Hundred and Seventy Dollars and Seventy-Five Cents ($570.75) for the privilege of obtaining borrow material from the said premises.

NOW THEREFORE, in consideration of the premises of this License Agreement and of the sum of Five Hundred Seventy Dollars and Seventy-Five Cents ($570.75) as aforesaid, first party hereby grants to second party, its agents, servants, employees and contractors, the privilege of obtaining borrow material from the said premises for the purpose of construction of the said reservoir and its appurtenances, together with an easement for vehicular traffic from the County Road as may be necessary to obtain such borrow. Second party agrees that in removing such material it will, insofar as possible remedy the highs so as to level with the lows. Second party further agrees that in no event will the quantity of borrow material removed from said premises exceed 30,000 cubic yards.

Promptly upon completion of the construction of the said Lon Hagler Reservoir, second party will, at no cost to first party, rough grade that portion of said premises from which it has removed such borrow material.
This License Agreement shall terminate upon the completion of the construction of the said new reservoir and appurtenances and upon completion of such grading.

IN WITNESS WHEREOF, this License Agreement is executed in duplicate this 18th day of May, 1966.

[Signature]
Party of the First Part

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

[Signature]
By: 
Secretary-Manager
Party of the Second Part

(SEAL)
AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of July, 1966, by and between JOHN G. WILSON and MARGARET A. WILSON, parties of the first part, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, first parties are the contract purchasers of (and expect to obtain title to within the next week) the following described real property in the County of Larimer and State of Colorado, to-wit:

The South sixty-five (65) acres of the Northeast Quarter (NE-1/4) and the East thirty-five (35) acres of the South seventy (70) acres of the Northwest Quarter (NW-1/4) of Section 29, Township Five (5) North, Range 69 West of the 6th PM.

and,

WHEREAS, second party proposes to construct an irrigation reservoir to be known as the Lon Hagler Reservoir in portions of Sections 29, 30, 31 and 32 in Township 5 North, Range 69 West of the 6th P.M. and to construct a sealed joint outlet pipe from said reservoir to the Mariano Reservoir located in Sections 20 and 21, Township 5 North, Range 69 West of the 6th P.M., and to do so it will be necessary to traverse portions of first parties' land,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. First parties agree to grant to second party a perpetual easement thirty (30) feet in width over and across said premises for the installation, operation and maintenance of the said outlet pipeline. The said easement shall be located fifteen (15) feet on either side of the center line as now staked across such premises with such reasonable deviations as may be necessary to conform to soil structure and to connect to the right of way on the north of said premises.

2. Second party agrees that said outlet line shall be constructed so that the top of the structure shall be no less than 2-1/2 feet below the surface of said premises.

3. Second party agrees that the installation and construction of the said lines shall be accomplished during non-irrigating months in order not to interfere with first parties' farming.
4. Second party further agrees that they will complete the construction thereof as promptly as practicable and upon completion thereof will promptly restore all fences, ditches, field drains and the surface thereof to the condition in which the same were prior to commencement of construction.

5. It is recognized that during the construction period the contractor may necessarily use other small portions of said land adjoining said right of way, but said contractor shall promptly, after completion of construction, restore such surface to its condition prior to commencement of construction. All contractors, subcontractors, suppliers and workmen shall obtain access to the said easement for the purpose of construction from the South edge of said premises.

6. In consideration for the granting of said easement second party agrees to procure for transfer to first parties two (2) shares of the capital stock of The Consolidated Home Supply Ditch and Reservoir Company. It is acknowledged by the parties that second party can procure such stock only by purchase from an owner thereof. Second party will make all effort to effect such purchase, but in the event it is unsuccessful in such effort by January 20, 1967, then in that event second party shall pay and first parties will accept the sum of Two Thousand Dollars ($2,000.00) in cash as full payment for the said easement.

7. Upon payment of the consideration as above specified, first parties shall make, execute and deliver to second party a perpetual easement in accordance with the terms hereof.

This Agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto and shall constitute a covenant running with the lands hereinabove described.

DATED at Loveland, Colorado, this 20th day of July, 1966.

John J. Wilson
Parties of the First Part

Margaret A. Wilson
Parties of the First Part

The Consolidated Home Supply Ditch and Reservoir Company

By: John J. Sloan
President
STATE OF COLORADO 
COUNTY OF LARIMER 

The foregoing Agreement was acknowledged before me this 22 day of July, 1966, by John G. Wilson, Margaret A. Wilson, John H. Sloan as President of The Consolidated Home Supply Ditch and Reservoir Company, and W. R. Keirnes as Secretary-Manager of The Consolidated Home Supply Ditch and Reservoir Company.

Witness my hand and official seal.

Shirley R. West
Notary Public

My commission expires: February 15, 1969
Consolidated Home Supply Ditch and Reservoir Co.
Star Route
Box 450
Loveland, CO 80537

August 19, 1976

Gentlemen:

Enclosed is the Subordination Agreement as requested by your Company. Also enclosed is a copy of a bill for recording the Subordination Agreement and the Assignment of Income From Real Estate Security. We ask that you please reimburse Leroy W. Cruz for the payment of the recording fee.

Thank you in advance.

Sincerely,

LEROY W. CRUZ
County Supervisor

Enc.
SUBORDINATION AGREEMENT

WHEREAS, Consolidated Home Supply Ditch and Reservoir Company, a corporation organized and existing under the laws of the State of Colorado, with principal place of business in Loveland, County of Larimer, State of Colorado, (hereinafter called the "Borrower"), became indebted for a loan made or insured by the United States of America, acting through the Farmers Home Administration (hereinafter called the "Government"); and

WHEREAS, as security for said indebtedness, the Borrower executed a Real Estate Mortgage bearing the date of December 10, 1965, covering land in Larimer County, State of Colorado, which Real Estate Mortgage was recorded on December 28, 1965, in Book 1315, at page 400, in the records of Larimer County, Colorado, and

WHEREAS, said Real Estate Mortgage, among other things, provides that said Borrower is not to sell or dispose of any interest in the property covered thereby without first obtaining consent of the Government; and

WHEREAS, said Borrower did under date of February 16, 1972, execute and deliver to John H. Brunel, P.O. Box 229, Golden, Colorado, 80401 (hereinafter called the "Grantee"), his heirs, successors or assigns, an Oil and Gas Lease, recorded on May 4, 1972, in Book 1502, at page 45, records of Larimer County, Colorado, covering a part of the land described in said Real Estate Mortgage to wit:

Township 4 North, Range 69 West of the 6th P.M., Larimer County, Colorado.

Sections 4, 5, and 8: All lands owned by the Consolidated Home Supply Ditch and Reservoir Company and operated as sites for the storage of water for irrigation purposes.

WHEREAS, said Grantee, John H. Brunel, by Assignment dated November 6, 1972, recorded in Book 1534, page 309, assigned his right, title and interest in and to the aforementioned Oil and Gas Lease to Marlin Oil Company, 870 Denver Club Building, Denver, Colorado, 80202.

WHEREAS, the Marlin Oil Company by Assignment dated October 13, 1975, assigned its right, title and interest in and to the aforementioned Oil and Gas Lease to Coquina 74-A Exploration Program, a Texas Limited Partnership and Nautilus Venture III, a General Partnership, all of whose address is 200 Building of the Southwest, Midland, Texas 79701, (hereinafter called the "Assignee"); and

WHEREAS, the Borrower, in order to better secure said indebtedness, has transferred and assigned to the Government, pursuant to the terms of an Assignment of Income from Real Estate Security 100% per cent of all future income to be paid or to which Borrower may be entitled under the terms of the instrument creating the rights and interests above described, and the Assignee has agreed to recognize said Assignment.

NOW, THEREFORE, in consideration of the above premises, the Government, acting by and through the undersigned, hereby subordinates its lien above described to the rights of the Assignee, its successors or assigns, sold under and by virtue of the above described Oil and
Gas Lease and Assignments thereof, creating said rights and interests, and agrees that the interests, rights and privileges therein conferred may be exercised in accordance with the terms and conditions thereof, free and clear of the rights of the Government under said Real Estate Mortgage, subject, nevertheless, to the rights of the Government to declare this agreement of no further force and effect in the event of: (1) breach by Assignee, its successors or assigns, of any of the terms and conditions contained in the above-referred to Oil and Gas Lease, or Assignments thereof, creating said rights and interests in the Assignee, and/or (2) failure of the Assignee, its successors or assigns, to make payment to the Borrower and the Government of all the rents, royalties and other monies due and payable under the terms of the above-referred to instrument creating said rights and interest and under the terms of this agreement evidencing the Government's consent.

IN WITNESS WHEREOF, This Agreement has been executed this 6th day of August, 1976, at Fort Collins, Colorado.

UNITED STATES OF AMERICA

By ____________________________
County Supervisor
Farmers Home Administration
U. S. Department of Agriculture

STATE OF COLORADO )
) ss:
COUNTY OF LARIMER )

On this 6th day of August, 1976, before me, the undersigned duly qualified and acting Notary Public in and for said County and State, personally appeared ____________________________, County Supervisor for the Farmers Home Administration of the United States Department of Agriculture, and acknowledged to me that he signed, executed and delivered the said instrument in the capacity therein stated, as his free and voluntary act and deed, and as the free and voluntary act and deed of the United States of America, for the uses, purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year last above written.

______________________________
Notary Public for the
State of Colorado
Residing at Fort Collins, CO

My commission expires: 2/25/78
Consolidated Home Supply Ditch and Reservoir Co.
Star Route
Box 450
Loveland, CO 80537

August 19, 1976

Gentlemen:

Enclosed is the Subordination Agreement as requested by your Company. Also enclosed is a copy of a bill for recording the Subordination Agreement and the Assignment of Income From Real Estate Security. We ask that you please reimburse Leroy W. Cruz for the payment of the recording fee.

Thank you in advance.

Sincerely,

[Signature]
LEROY W. CRUZ
County Supervisor

Enc.
OFFICE OF
County Clerk and Recorder
Larimer County, Colorado

AUG 10 1976

RECEIVED OF Larry Craig

$18.00 DOLLARS

For Recording Fees
Consolidated Home Ditch

James P. Thompson
Clerk

Larimer County Clerk
Deputy
Lone Tree

Subordination Agreement

Lone Tree
Oil & Gas Lease
CROSS, CHRISTENSEN & PRICE
ATTORNEYS AT LAW
215 EAST SEVENTH STREET
P. O. BOX 642
LOVELAND, COLORADO 80537
PHONE 667-1029

November 2, 1976

Mr. Leonard F. Banowetz
Vice President and Secretary
First National Bank
205 West Oak
Fort Collins, Co. 80521

Dear Mr. Banowetz: Re: Consolidated Home Supply Ditch/Ona M. Quasebarth

Enclosed are two photocopies of proposed Indemnification Agreement to be executed by the Bank in lieu of a Lost Document Bond.

The Company is willing to accept the Indemnification Agreement provided that counsel for your Bank give us their brief opinion that in the circumstances the First National Bank does have the power to execute the Indemnification Agreement and that it will be binding on the Bank.

Consequently, if you do wish to proceed in this manner, please ask counsel for your Bank to address to us their letter opinion to the effect that the Bank does indeed have the power to execute the Agreement and that they consider it binding upon the Bank, citing briefly such statutory and case authority as they deem appropriate. Please then execute both copies, you as Vice-President and Secretary, and also the Cashier, and have your signatures notarized and affix the Bank seal in the vicinity of the attestation by the Cashier. If you will then return both copies to us with your counsel's opinion, we will have them executed by the officers of the Company and return to you one completely executed copy of the Agreement, together with the new certificate issued in the manner referred to in the Agreement.

The Ditch Company Secretary's home was at the mouth of the Big Thompson Canyon and it was destroyed in the flood on July 31. Although the Secretary and his wife are safe, the Company records were damaged to a large extent and they have been attempting to restore them as much as possible. Therefore if the Secretary requires
Mr. Leonard F. Banowetz

that you furnish him copies of documents you formerly furnished, I hope you will understand and grant him your cooperation.

I you have any other questions, please feel free to contact me.

Sincerely,

RWS
Randolph W. Starr

RWS:vla
Enclosures

CC: Mr. W. R. Keirnes
INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this _____ day of __________, 1976, by and between the FIRST NATIONAL BANK, 205 West Oak, Fort Collins, Colorado, 80521, hereinafter referred to as Indemnitor, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado Corporation, having its principal office in Larimer County, Colorado, and KENNETH MARKHAM, its President, and W. R. KEIRNES, its Secretary, hereinafter referred to collectively as Indemnitee.

WHEREAS, the records of the Company indicate that C. J. FITZSIMONS and F. M. MARSH held as joint tenants Certificate No. 3113 for 19 shares of the Company, and C. J. Fitzsimons owned Certificate No. 3399 for 4 shares in the Company; and

WHEREAS, the Company has in its records a letter signed by Fred M. Marsh dated May 4, 1936, advising that he sold to C. J. Fitzsimons all of his interest in and to all shares of stock that he held at that time in the Company, and

WHEREAS, Ona M. Quasebarth was the sole heir of C. J. Fitzsimons, and Ona M. Quasebarth died on __________________, and

WHEREAS, Indemnitor has succeeded to the interest of Ona M. Quasebarth pursuant to a trust instrument dated January 7, 1973, and

WHEREAS, Indemnitor has lost, mislaid or unintentionally destroyed the said certificates and are desirous of having Indemnitee reissue said certificates, and

WHEREAS, Indemnitee has informed Indemnitor that the present fair market value of the stock is approximately Three Thousand Dollars ($3,000.00) per share and that its usual and regular requirement for the reissuance of a stock certificate in circumstances such as this is a "Lost Document Bond" in face amount equivalent to twice the current fair market value of the stock being replaced. Indemnitor is desirous of avoiding the substantial premium which it would incur to procure such a "Lost Document Bond" and in lieu thereof Indemnitor
executes this Indemnification Agreement.

NOW THEREFORE, in consideration of the premises hereof and of the mutual covenants herein contained, it is agreed that Indemnitor shall at all times hereafter indemnify Indemnitee from any and all liability, loss or damage Indemnitee may suffer as a result of claims, demands, costs or judgments against The Consolidated Home Supply Ditch and Reservoir Company, Kenneth Markham, its President, or W. R. Keirnes, its Secretary, or any of them, arising out of Indemnitee's issuance of a stock certificate representing 23 shares of the capital stock of Indemnitee in the names of the First National Bank, Fort Collins, Colorado, Trustee of the Ona M. Quasebarth Trust dated January 11, 1973, to replace the aforesaid Certificates Nos. 3113 and 3399.

Immediately after the execution hereof, Indemnitee will issue and deliver to Indemnitor a replacement certificate for the said 23 shares of capital stock of Indemnitee, and will thereupon cancel the said Certificates Nos. 3113 and 3399.

Indemnitor further represents that this Indemnification Agreement is executed by it for its benefit, that it has the power and authority under all Federal and State laws and court decisions pertaining thereto to enter into this Indemnification Agreement, and that under no circumstances will Indemnitor assert that this Indemnification Agreement is void or unenforceable by Indemnitee against Indemnitor, except and unless the said original certificates Nos. 3113 and 3399 are restored to Indemnitee and such restoration is evidenced by the signed, receipt of Indemnitee with its corporate seal affixed thereto.

This Indemnification Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement in duplicate the day and year first above written.

INDEMNITOR:
FIRST NATIONAL BANK

ATTEST: 
By ________________
Vice-President and Secretary

____________________
Cashier
INDEMNITEE:
CONSOLIDATED HOME SUPPLY DITCH AND
RESERVOIR COMPANY

ATTEST:

By __________________________
President

___________________________
Secretary

STATE OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was subscribed and sworn to before me
this _____ day of _____________, 1976, by ______________________
___________________________ as Vice-President and Secretary, and by ______________________
___________________________ as Cashier, of First National Bank, as Indemnitor.

Witness my hand and official seal.

My commission expires:

___________________________
Notary Public

STATE OF COLORADO )
) ss.
COUNTY OF LARIMER )

The foregoing instrument was subscribed and sworn to before me
this _____ day of _____________, 1976, by Kenneth Markham as President,
and by W. R. Keirnes as Secretary, of The Consolidated Home Supply
Ditch and Reservoir Company, as Indemnatee.

Witness my hand and official seal.

My commission expires:

___________________________
Notary Public
INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this 24th day of September, 1976, by and between BANK OF AMERICA N.T. & S.A., 801 North Main Street, Santa Ana, California 92710, herein referred to as Indemnitor, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado corporation having its principal office in Larimer County, Colorado, and Kenneth Markham, its President and W. R. Keirnes, its Secretary, hereinafter referred to collectively as Indemnitee.

WHEREAS, on behalf of the owners thereof Indemnitor has held Certificate No. 4329 for 30 shares of the capital stock of Indemnitee, which certificate was issued to the Public Trustee of Weld County, Colorado for the use and benefit of Bessie B. Stambaugh, Emanuel E. Zoller and Katherine M. Zoller, equity owners as joint tenants with right of survivorship, and

WHEREAS, Indemnitor has lost, mislaid or unintentionally destroyed the said certificate and is desirous of having Indemnitee reissue said certificate, and

WHEREAS, Indemnitee has informed Indemnitor that the present fair market value of the said stock is approximately Two Thousand Five Hundred Dollars ($2,500.00) to Three Thousand Dollars ($3,000.00) per share, and that its usual and regular requirement for reissuance of a stock certificate in circumstances such as this is a "Lost Document Bond" in face amount equivalent to twice the current fair market value of the stock being replaced. Indemnitor is desirous of avoiding the substantial premium which it would incur to procure such a "Lost Document Bond" and in lieu thereof Indemnitor executes this Indemnification Agreement.

NOW THEREFORE in consideration of the premises hereof and of the mutual covenants herein contained, it is agreed that Indemnitor shall at all times hereafter indemnify Indemnitee from any and all liability, loss or damage Indemnitee may suffer as a result of claims, demands, costs or judgments against The Consolidated Home Supply
Ditch & Reservoir Company, Kenneth Markham, its President or W. R. Keirnes, its Secretary, or any of them, arising out of Indemnitee's issuance of a stock certificate representing 30 shares of the capital stock of Indemnitee in the names of The Public Trustee of Weld County, Colorado for the use and benefit of Bessie B. Stambaugh, Emanuel E. Zoller and Katherine M. Zoller, equity owners as joint tenants with right of survivorship, to replace the aforesaid certificate no. 4329.

Immediately after the execution hereof, Indemnitee will issue and deliver to Indemnitor a replacement certificate for the said 30 shares of capital stock of Indemnitee, and will thereupon cancel the said certificate no. 4329.

Indemnitor further represents that this Indemnification Agreement is executed by it for its benefit, that it has the power and authority under the National Banking Act and court decisions pertaining thereto to enter into this Indemnification Agreement, and that under no circumstances will Indemnitor assert that this Indemnification Agreement is void or unenforceable by Indemnitee against Indemnitor, except and unless the said original certificate no. 4329 is restored to Indemnitee and such restoration is evidenced by the signed, receipt of Indemnitee with its corporate seal affixed thereto.

This Indemnification Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Indemnification Agreement in duplicate the day and year first above written.

**INDEMNITOR**

Bank of America N.T. & S.A.

By: [Signature]
Assistant Vice-President

By: [Signature]
Trust Officer

**ATTEST:**

[Signature]

Trust Officer

**INDEMNITEE**

The Consolidated Home Supply Ditch & Reservoir Company

By: [Signature]
President

**ATTEST:**

[Signature]
Secretary
STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss.

The foregoing instrument was subscribed and sworn to before me
this 4th day of November, 1976, by Lucille B. Ellis, as Assistant
Vice-President, and by Doris Joseph, as Trust Officer, of Bank of America
National Trust and Savings Association, as Indemnitor, and witnessed by
Paul Popma, Trust Officer.

Witness my hand and official seal.


[Signature]
Notary Public

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was subscribed and sworn to before
me this 18th day of November, 1976, by Kenneth Markham as
President and by W. R. Keirnes as Secretary of The Consolidated Home
Supply Ditch & Reservoir Company, as Indemnitee.

Witness my hand and official seal.


[Signature]
Notary Public
Bank of America -
for E.E. Zoller
Indemnification agreement
INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this day of December, 1976, by and between the FIRST NATIONAL BANK, 205 West Oak, Fort Collins, Colorado, 80521, hereinafter referred to as Indemnitor, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado Corporation, having its principal office in Larimer County, Colorado, and KENNETH MARKHAM, its President, and W. R. KEIRNES, its Secretary, hereinafter referred to collectively as Indemnitee.

WHEREAS, the records of the Company indicate that C. J. FITZSIMONS and F. M. MARSH held as joint tenants Certificate No. 3113 for 19 shares of the Company, and C. J. Fitzsimons owned Certificate No. 3399 for 4 shares in the Company; and

WHEREAS, the Company has in its records a letter signed by Fred M. Marsh dated May 4, 1936, advising that he sold to C. J. Fitzsimons all of his interest in and to all shares of stock that he held at that time in the Company, and

WHEREAS, Ona M. Quasebarth was the sole heir of C. J. Fitzsimons, and Ona M. Quasebarth died on July 17, 1973, and

WHEREAS, Indemnitor has succeeded to the interest of Ona M. Quasebarth pursuant to a trust instrument dated January 7, 1973, and

WHEREAS, Indemnitor has lost, mislaid or unintentionally destroyed the said certificates and are desirous of having Indemnitee reissue said certificates, and

WHEREAS, Indemnitee has informed Indemnitor that the present fair market value of the stock is approximately Three Thousand Dollars ($3,000.00) per share and that its usual and regular requirement for the reissuance of a stock certificate in circumstances such as this is a "Lost Document Bond" in face amount equivalent to twice the current fair market value of the stock being replaced. Indemnitor is desirous of avoiding the substantial premium which it would incur to procure such a "Lost Document Bond" and in lieu thereof Indemnitor
executes this Indemnification Agreement.

NOW THEREFORE, in consideration of the premises hereof and of the mutual covenants herein contained, it is agreed that Indemnitor shall at all times hereafter indemnify Indemnitee from any and all liability, loss or damage Indemnitee may suffer as a result of claims, demands, costs or judgments against The Consolidated Home Supply Ditch and Reservoir Company, Kenneth Markham, its President, or W. R. Keirnes, its Secretary, or any of them, arising out of Indemnitee's issuance of a stock certificate representing 23 shares of the capital stock of Indemnitee in the names of the First National Bank, Fort Collins, Colorado, Trustee of the Ona M. Quasebarth Trust dated January 11, 1973, to replace the aforesaid Certificates Nos. 3113 and 3399.

Immediately after the execution hereof, Indemnitee will issue and deliver to Indemnitor a replacement certificate for the said 23 shares of capital stock of Indemnitee, and will thereupon cancel the said Certificates Nos. 3113 and 3399.

Indemnitor further represents that this Indemnification Agreement is executed by it for its benefit, that it has the power and authority under all Federal and State laws and court decisions pertaining thereto to enter into this Indemnification Agreement, and that under no circumstances will Indemnitor assert that this Indemnification Agreement is void or unenforceable by Indemnitee against Indemnitor, except and unless the said original certificates Nos. 3113 and 3399 are restored to Indemnitee and such restoration is evidenced by the signed, receipt of Indemnitee with its corporate seal affixed thereto.

This Indemnification Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement in duplicate the day and year first above written.

INDEMNITOR:
FIRST NATIONAL BANK

ATTEST:
By
Vice-President and Secretary

[Signatures]
INDEMNITEE:
CONSOLIDATED HOME SUPPLY DITCH AND
RESERVOIR COMPANY

ATTEST:

By

President

Secretary

STATE OF COLORADO ) } ss.
COUNTY OF LARIMER )

The foregoing instrument was subscribed and sworn to before me
this 23rd day of November, 1976, by Leonard F. Banowetz

____________________ as Vice-President and Secretary, and by Phyllis C. Clyde
Assistant Secretary

____________________ as Cashier, of First National Bank, as Indemnitor.

Witness my hand and official seal.

My commission expires: Oct. 28, 1979

____________________
Joyce E. Nalewski
Notary Public

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was subscribed and sworn to before me
this 17th day of December, 1976, by Kenneth Markham as President,
and by W. R. Keirnes as Secretary, of The Consolidated Home Supply
Ditch and Reservoir Company, as Indemnitee.

Witness my hand and official seal.

My commission expires: February 10, 1977

____________________
Shirley R. Weist
Notary Public
First Natl. Bank - Ft. Collins

In Trust

Indemnification agreement
THIS AGREEMENT made and entered into this 11th day of December, 1968, by and between LOYD JORDAN and BETTY S. JORDAN, parties of the first part and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the second part is upon the following terms and conditions, to-wit:

WHEREAS, first parties are the owners of the following described premises in the County of Larimer and State of Colorado, to-wit:

The SE1/4 of the NE1/4 of Section 31, Township 5 North, Range 69 West of the 6th P.M.;

and;

WHEREAS, the main canal owned by second party now traverses the above-described premises and other premises adjacent thereto and the parties are mutually desirous of providing for the straightening of the line of said main canal.

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained it is agreed as follows:

1. First parties grant to second party the privilege of entering upon the above-described premises for the purpose of constructing new segments of its said main canal, and for this purpose first parties agree to permit the general contractor engaged by second party to enter upon the above-described premises and so much thereof as is reasonably necessary for the purpose of such construction work.

2. Second party agrees to complete such work at the earliest practicable time, and in no event later than June 1, 1970.

3. Upon completion of such work, all in accordance with the terms of this agreement, first parties shall execute and deliver to second party a Grant of Easement which will give,
grant and assign to second party an easement for all of its said canal as then constructed over and across the above-described premises, together with the right to operate and maintain the same in perpetuity.

4. Upon completion of the realignment work as aforesaid, second party shall fill the abandoned part of its canal and blend and shape the dikes to the general contour of the surrounding terrain. Second party shall likewise remove the trees and brush from the abandoned portion of the canal.

THIS AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this agreement is executed in triplicate the day and year first above written.

________________________________________
Loyd Jordan

________________________________________
Betty S. Jordan
First Parties

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: ___________________________

C. R. Stoffers
Secretary-Manager

STATE OF COLORADO  )
COUNTY OF  ) ss.

The foregoing Agreement was acknowledged before me by Loyd Jordan and Betty S. Jordan this 42nd day of February, 1969.

My commission expires: ____________

Lloyd J. Stickelney
Notary Public

-2-
STATE OF COLORADO  
COUNTY OF LARIMER  

The foregoing Agreement was acknowledged before me by W. R. Keirnes this 31st day of January, 1969.  

Shirley R. West  
Notary Public
AGREEMENT

THIS AGREEMENT made and entered into this 31 day of December, 1968, by and between CLARON U. PRATT and VIRGINIA R. PRATT, parties of the first part and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the second part is upon the following terms and conditions, to-wit:

WHEREAS, first parties are the owners of the following described premises in the County of Larimer and State of Colorado, to-wit:

The SW1/4 of Section 32, Township 5 North, Range 69 West of the 6th P.M.;

and;

WHEREAS, the main canal owned by second party now traverses the above-described premises and other premises adjacent thereto and the parties are mutually desirous of providing for the straightening of the line of said main canal,

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained it is agreed as follows:

1. First parties grant to second party the privilege of entering upon the above-described premises for the purpose of constructing new segments of its said main canal, and for this purpose first parties agree to permit the general contractor engaged by second party to enter upon the above-described premises and so much thereof as is reasonably necessary for the purpose of such construction work.

2. Second party agrees to complete such work at the earliest practicable time, and in no event later than June 1, 1970.

3. Upon completion of such work, all in accordance with the terms of this agreement, first parties shall execute and deliver to second party a Grant of Easement which will give,
grant and assign to second party an easement for all of its said canal as then constructed over and across the above-described premises, together with the right to operate and maintain the same in perpetuity.

4. Upon completion of the aforesaid realignment second party shall fill the abandoned part of the canal to the extent that materials from the banks thereof are available, and it is understood and agreed that there will not be enough such material to completely fill the old scars, but after using all such material for filling second party will then leave the area in a neat and orderly condition with the surface graded in such a manner that surface waters will freely drain.

5. Second party will replace the present cattle crossing over and across the relocated portion of its canal but reserves the right to salvage all sound and usable material from the existing bridge to incorporate in the new crossing.

THIS AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this agreement is executed in triplicate the day and year first above written.

[Signatures]

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: W. R. Keirnes
Secretary-Manager

STATE: OF COLORADO } COUNTY OF Arapahoe } ss.

The foregoing Agreement was acknowledged before me by Claron U. Pratt and Virginia R. Pratt this 7th day of February, 1969.

My commission expires: [Signature]

Notary Public
December 31, 1968

Mr. C. U. Pratt

5502 So. Franklin Lane

Littleton, Colorado 80120

Dear Mr. Pratt:

In reference to your response of December 15 relative to your question of filling the abandoned sections of the Home Supply Ditch; Mr. Woody Robertson, the Project Engineer again points out that there will not be sufficient materials available to completely fill the old ditch from bank to bank. The original proposal was to fill the old ditch to the point where it will drain freely to the north; the south bank will be terraced down on a moderate slope that will permit the seeding of grasses, but can not be filled to the top elevation of the south side of the canal.

A new surface water drainage will be provided in the general area between the county road to the west and your old wooden bridge. This will provide for passage of such water under the relocated canal so that it may be spread upon your pasture land as you see fit. Drainage from the northeast sector of your irrigated land lying above the Home Supply, will be conducted back into the canal in protected spillways to prevent bank erosion.

If some additional fill material is required from the west portion of your farm, the top soil will first be stripped back and saved for later replacement upon the borrow area.

Soil Conservation Service informs us that the entire construction contract, advertising for bids. The Service is pushing us hard to complete all legal aspects of the contract because no construction move can be made until these matters are cared for.

We are resubmitting the three copies of the original agreement and will honor the proposals contained in this letter as amended to the original contract. We have attached a copy of the letter to the original agreement and have labeled it addendum. If this arrangement is agreeable, please date each of the three agreements as of the 31st day of December, 1968; both you and your wife affix your respective signature; keep one copy for yourselves and return the remaining two copies in the self-addressed, stamped envelope.

Very truly yours,

W. R. Keim, Sec'y-Mgr.

THE CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR COMPANY

WRK/gk

Enc. = 4
STATE OF COLORADO  )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me by W. R. Keirnes this 31st day of January, 1969.


[Signature]

Notary Public
AGREEMENT

THIS AGREEMENT made and entered into this 16th day of December, 1968, by and between GALE E. HANSON and BETTY M. HANSON, parties of the first part and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the second part is upon the following terms and conditions, to-wit:

WHEREAS, first parties are the owners of the following described premises in the County of Larimer and State of Colorado, to-wit:

The N1/2 of the SE1/4 of Section 32, Township 5 North, Range 69 West of the 6th P.M.;

and,

WHEREAS, the main canal owned by second party now traverses the above-described premises and other premises adjacent thereto and the parties are mutually desirous of providing for the straightening of the line of said main canal.

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained it is agreed as follows:

1. First parties grant to second party the privilege of entering upon the above-described premises for the purpose of constructing new segments of its said main canal, and for this purpose first parties agree to permit the general contractor engaged by second party to enter upon the above-described premises and so much thereof as is reasonably necessary for the purpose of such construction work.

2. Second party agrees to complete such work at the earliest practicable time, and in no event later than June 1, 1970.

3. Upon completion of such work, all in accordance with the terms of this agreement, first parties shall execute and deliver to second party a Grant of Easement which will give,
grant and assign to second party an easement for all of its said canal as then constructed over and across the above-described premises, together with the right to operate and maintain the same in perpetuity.

4. Second party agrees to fill the abandoned part of its canal not filled by construction waste materials, and to blend the dikes to the natural surrounding terrain.

5. Second party agrees to remove the trees from the abandoned portion of its canal.

6. Second party agrees to furnish two irrigation water crossings over the relocated portions of its canal, one to replace the existing flume and the second to transport irrigation water to that portion of the adjacent field which will be divided by the realignment of the canal. Each of such irrigation water crossings shall have a minimum capacity of two cubic feet per second.

THIS AGREEMENT shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF this agreement is executed in triplicate the day and year first above written.

____________________
Gale E. Hansen

____________________
First Parties

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: ______________________
Secretary-Manager

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me by Gale E.
Hansen and Betty M. Hansen this 10 day of February, 1969.


Margaret L. Walter
Notary Public

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing Agreement was acknowledged before me by W. R. Keirnes this 31st day of January, 1969.

My commission expires: February 15, 1969

Shirley L. West
Notary Public
INDEMNIFICATION AGREEMENT

Agreement made this 27th day of November, 1975, between
CHARLIE W. PROCTOR, 2486 South County Road #9, Loveland, Colorado,
ELAINE PROCTOR WARRINER, 7434 Reed Street, Arvada, Colorado,
GERALDINE PROCTOR, 900 W. Alameda, Apt. 206, Pueblo, Colorado, and
DEAN W. PROCTOR, 516 West 2nd Street, Loveland, Colorado, herein
referred to as Indemnitor, and THE CONSOLIDATED HOME SUPPLY DITCH
AND RESERVOIR COMPANY, a corporation organized under the laws of
the State of Colorado, having its principal office at Star Route
Box 450, Loveland, County of Larimer, State of Colorado and Kenneth
Markham, its President and W. R. Keirnes, its Secretary-Treasurer,
herein referred to as Indemnitee.

In the consideration of the sum of One and No/100 Dollars
($1.00) and other good and valuable consideration, receipt of which
is acknowledged, it is hereby agreed:

Indemnitor undertakes to indemnify Indemnitee from any and
all liability, loss or damage Indemnitee may suffer as a result
of claims, demands, costs or judgments against it arising out of
Indemnitee's issuance of a stock certificate representing eight (8)
shares of capital stock of Indemnitee in the names of Elaine Proctor
Warriner, Geraldine Proctor and Dean W. Proctor as tenants in common,
to replace Certificate No. 3926 representing eight (8) shares of
capital stock of Indemnitee issued in the name of Ella C. Proctor.
After Indemnitee's issuance of the Certificate requested above,
Indemnitor requests that Indemnitee cancel Certificate No. 3926.

Charlie W. Proctor as surviving spouse of Ella C. Proctor,
hereby disclaims, waives and relinquishes any and all interest he
may have in and to said eight (8) shares of the capital stock of
Indemnitee and hereby assigns any and all such interest in same
to Elaine Proctor Warriner, Geraldine Proctor and Dean W. Proctor
as tenants in common.
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

INDEMNITEE
THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY
By: Everett M. Schelton
President

INDEMNITOR
Charlie W. Proctor
Elaine Proctor Warriner
Geraldine Proctor
Dean W. Proctor

ATTEST:
W. R. Keirnes
Secretary-Treasurer

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was subscribed and sworn to before me this 26th day of November, 1975, by Charlie W. Proctor, Elaine Proctor Warriner, Geraldine Proctor and Dean W. Proctor.

Witness my hand and official seal.

Shirley R. Wiest
Notary Public
AGREEMENT

This agreement is to set forth terms, conditions, and understanding between the Consolidated Home Supply Ditch and Reservoir Company and the Handy Ditch Company for protective measures to be installed in conjunction with the Handy's inverted siphon at Dry Creek.

In recognition of possibilities of overflow of the Handy Ditch above the new siphon, agreements to provide protective measures to the Home Supply chute structure are hereby changed to: (a) The installation of earthen emergency spillways on both the Handy and Home Supply ditch banks, (b) the addition to the concrete walls on Home Supply chute structure. Locations and details for which are shown on plans for construction of the Handy Ditch siphon.

Design considerations for this work include:

1. Dikes of sufficient height on the Handy Ditch to control spilling of water through the emergency spillway.

2. A flow of 300 cubic feet per second in the Home Supply canal at a point above the emergency spillway. A part of which would spill out of the emergency spillway and the remainder would flow through the Home Supply chute structure without topping.

3. Both emergency spillways are located to allow passage of maximum irrigation flows within the ditches with adequate freeboards.

4. The emergency spillways being constructed as low sections in the earthen dikes are considered most practical. However, they are susceptible to erosion or possible washout in the event they function.

The Handy Ditch Company agrees to:

1. Construction and maintain the protective measures.

2. Provide land rights for construction and flowage easements as needed.

3. Accept liabilities for damages to adjoining properties as a result of spillage from the Handy Ditch.

4. Permit Home Supply agents and representatives the use of Handy road along lower side of Handy Ditch toward entrance of Handy siphon as an access to the Home Supply chute structure.

The Consolidated Home Supply Ditch and Reservoir Company agrees to:

1. Accept waters which may be inadvertently spilled from the Handy Ditch.

2. Cooperate with the Handy Ditch Co. in permitting construction, operation and maintenance for protective measures and the crossing of the inverted siphon under the Home Supply canal.

3. Accept maintenance for the concrete added to the Home Supply chute three years after the completion date.

President: A. G. Thomas
April 6, 1977
Handy Ditch Company

President: W. A. McAllister
April 6, 1977
Consolidated Home Supply Ditch (and Reservoir Company)

State of Colorado)
County of Larimer)

The foregoing instrument was acknowledged before me this 6th day of April, 1977 by A. G. Thomas, President of the Handy Ditch Company and A. G. Thomas, President of the Consolidated Home Supply Ditch Company.

Witness my hand and official seal.
My commission expires: April 13, 1980.

Notary Public
Mr. Gus Abrams  
President  
Handy Ditch Co.  
N. E. Berthoud, CO  80513

Dear Mr. Abrams:

The invitation for bids for construction of unit A (Handy siphon) of the supplement to the Home Supply Watershed is being scheduled for April 1977. An operations and maintenance agreement will be forwarded soon for your review and signature at the time you review and approve the final engineering designs.

A field review of the land rights already submitted and additional land rights needed was made on January 5, 1977. We understand that arrangements have been made in most all cases. The following is a summary of our review.

The easement obtained from T. R. Yelek dated February 13, 1976, appears adequate for construction of the pipeline and the inlet structure with one exception. A flowage easement is needed for flowage of water from the emergency spillway, to be constructed upstream from the inlet, into the Home Supply Canal. The ownership of the land where the new turnout at the inlet is to be located should be ascertained and a construction permit for the new turnout obtained. It would appear that the owner of the residence located on the hill above the inlet may be the person to contact. We would like to see written documentation as confirmation of your agreement with the landowners concerning fence relocation or rebuilding and the relocation of the field ditch as needed.

A subordination agreement should be obtained from the Home Supply Canal Co. for the crossing of their canal permit should be obtained for the construction of the emergency spillway, additions to their dry creek chute and the acceptance by the Home Supply Canal of emergency flowage from the Handy Ditch. The easement obtained from Peter and Sally Sakala dated November 25, 1975 appears to be sufficient for construction and operation and maintenance of the siphon. The purpose of a flowage easement also appear to be covered in paragraph D of the easement. We would appreciate however, a written documentation of the fence removal and replacement understanding that you have with the landowners. This is important in that it would remove possibilities of confusion at a later date in construction.
A right-of-way permit will need to be obtained from the county for the road crossing. Subordination agreements will be needed at this point for crossing under the Telephone Company's right-of-way, the Gas Company right-of-way and the Water Company right-of-way. A temporary permit also will be needed for the removal of the old flume where it crosses over the county road.

The easement entered into with John and Erdean Wonderly appears to be adequate for construction operation and maintenance of the siphon and outlet structure. Again we need a copy of your agreement with the landowner on the arrangements for temporary livestock fencing, repair or replacement of fence and livestock control during the construction period. There is the potential for significant relations difficulties at this location. With all of your agreements with the landowners reduced to writing there will be less chance that the contracting officer, government representative, construction inspectors or contractor will do something on the land which would cause you or the Service land rights, or landowner relationship problems.

Your cooperation in carrying out your responsibilities in this mutual project by obtaining and providing the necessary land rights and agreements is appreciated. We will need the items indicated above before signing a project agreement and issuing an invitation for bids.

Sincerely,

[Signature]

Robert G. Halstead
State Conservationist

cc: Louis Bein, Secretary, Handy Ditch Co.
Fred McCullough, DC, SCS, Ft. Collins FO
Woody Robertson, PE, SCS, Ft. Collins WS
OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 1981, by and between THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, hereinafter called "Home Supply", and THE CITY OF LOVELAND, Colorado, hereinafter called "City", WITNESSETH:

For and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Home Supply hereby grants to City the right and privilege of using that part of Home Supply's system known as River Ditch to carry water drained from City's five million gallon water storage tank to be constructed in the Northeast Quarter of Section 3, Township 4 North, Range 69 West of the 6th P.M., Larimer County, Colorado.

2. City agrees that it shall give Home Supply at least three days' prior notice of its intent to drain such storage tank, which notice shall set forth the date, amount of water to be discharged, rate of flow of discharge, expected time needed for completing the operation and such other information as Home Supply may reasonably require.

3. City agrees that prior to discharging any water into said ditch, the point of discharge into the ditch must be prepared and protected so as to prevent excessive erosive action to the canal banks and to the canal bottom. Such preparation and protection shall include, if reasonably deemed necessary by Home Supply, rip-rapping or other means designed to afford adequate protection. Home Supply's consulting engineer will advise the parties as to such protective measures and will inspect protective facilities prior to discharge by the City.
4. City agrees to pay $200.00 to Home Supply prior to each discharge, as compensation to Home Supply for extra work and expenses incurred by Home Supply in connection with each discharge.

5. City agrees that it shall be liable for all damage to or claims from third parties for failure of the protective measures adapted for each discharge, either at the time of the installation of such measures, the time of the discharge, or at any other time thereafter.

6. City agrees that it will immediately, upon notification from Home Supply, take such corrective measures as may be necessary in order to prevent or minimize damages to Home Supply water users, stockholders, the canal and its appurtenances, which corrective measures shall include, but not be limited to, halting any discharge then taking place, and the City shall be liable for any monetary damages which occur on account thereof.

7. The parties hereto agree that Home Supply shall be entitled to require whatever measures are reasonably necessary in order to protect itself, its water users and its stockholders, in connection with discharge operations by the City.

8. This agreement shall be for an initial term of two years from the date hereof, and shall be automatically renewed for successive two year terms thereafter, unless either party gives notice to the other, in writing, at least sixty days prior to the end of the then current term of its intent not to renew. In addition, Home Supply may terminate this agreement anytime prior to the third draining of City's tank in the event the discharge water, because of either quantity or quality, has an adverse effect on Home Supply water users, stockholders, the canal and its appurtenances. Such early termination shall be upon sixty days prior written notice and shall state the nature of the adverse effect.

This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.
THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

ATTEST:  

[Seal]

By: [Signature]
PRESIDENT OR AUTHORIZED DIRECTOR

W. R. KEERNE
SECRETARY

STATE OF COLORADO ) ss.
County of Larimer )

The foregoing instrument was acknowledged before me this 1st
day of September, 1981, by [Name], (President) (Authorized Director) and by

[Seal]

as Secretary of THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires [Date].

[Signature]
NOTARY PUBLIC

THE CITY OF LOVELAND

ATTEST:  

[Seal]

By: [Signature]
MAYOR

[Name]
CITY CLERK

STATE OF COLORADO ) ss.
County of Larimer )

The foregoing instrument was acknowledged before me this 1st
day of [Date], 1981, by [Name], as Mayor, and

[Seal]

by [Name], as City Clerk of THE CITY OF LOVELAND, a Municipal Corporation.

WITNESS my hand and official seal.

My commission expires [Date].

[Signature]
NOTARY PUBLIC

-3-