Home Supply
Watershed Project

Contents:
H. T. Bonnell Agreement
Marianne Farm Agreement
Extra copies of Easement etc.
Extra Barbers.
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, CECELIA GENTRY, grantor, does hereby grant, bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado Corporations, their respective successors and assigns, a perpetual easement 60 feet in width over and across the following described premises, in Weld County, Colorado, to-wit:

The South Half of the Southwest Quarter of the Northeast Quarter (S-1/2 of SW-1/4 of NE-1/4) of Section Five (5), Township Four (4) North, Range Sixty-eight (68) West of the 6th P.M.;

This Easement is for the construction, operation and maintenance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not commenced by May 1, 1968, then and in that event on May 1, 1968 the rights and privileges herein granted shall at once revert to and become the property of the grantor, her heirs and assigns.

IN WITNESS WHEREOF the grantor has hereunto set her hand and seal this 5th day of September, 1965.

STATE OF COLORADO } ss.
COUNTY OF Larimer } ss.

The foregoing Easement was acknowledged before me this 5th day of September, 1965, by Cecelia Gentry.

Witness my hand and official seal.

Notary Public

My commission expires: July 14, 1966.
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, ALFRED HINRICHSEN and MATILDA HINRICHSEN, grantors, do hereby grant, bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado Corporations, their respective successors and assigns, a perpetual easement 60 feet in width over and across the following described premises, in Weld County, Colorado, to-wit:

The Southeast Quarter of the Northeast Quarter (SE-1/4 of NE-1/4) of Section Six (6) Township Four (4) North, Range 68 West of the 6th P.M.

This easement is for the construction, operation and maintenance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not commenced by May 1, 1968, then and in that event on May 1, 1968 the rights and privileges herein granted shall at once revert to and become the property of the grantors, their heirs and assigns.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this 7th day of September, 1965.

Alfred Hinrichsen
Matilda Hinrichsen

STATE OF COLORADO ss.
COUNTY OF Weld

The foregoing Easement was acknowledged before me this 7th day of September, 1965 by Alfred Hinrichsen and Matilda Hinrichsen.

Notary Public

My commission expires: Feb. 11, 1968
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, HAROLD C. HALE, grantor, does hereby grant, bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado Corporations, their successors and assigns, a perpetual easement 60 feet in width over and across the following described premises, in Weld County, Colorado, to-wit:

The Southwest Quarter of the Northeast Quarter (SW¼ of NE¼) of Section Six (6), Township Four (4) North, Range 68 West of the 6th P.M.;

This Easement is for the construction, operation and maintenance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not commenced by May 1, 1968, then and in that event on May 1, 1968 the rights and privileges herein granted shall at once revert to and become the property of the grantor, his heirs and assigns.

IN WITNESS WHEREOF the grantor has hereunto set his hand and seal this 10 day of December, 1965.

X

STATE OF COLORADO )
COUNTY OF ADAMS ) ss.

The foregoing Easement was acknowledged before me this 10th day of December, 1965 by Harold C. Hale.

Witness my hand and official seal.

My commission expires: Feb. 15, 1969
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND
VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged,
VERA DE FRANCE GROMMON, grantor, does hereby grant, bargain, sell,
convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESER-
VOIR COMPANY which is a Colorado Corporation, its successors and as-
signs, a perpetual easement 60 feet in width over and across the
following described premises, in Weld County, Colorado, to-wit:

That portion of the De France Reservoir
lying and being in the Southwest Quarter
(SW¼) of the Southwest Quarter (SW¼) of
Section Four (4), Township Four (4) North,
Range Sixty-eight (68) West of the 6th P.M.;

This Easement is for the construction, operation and mainte-
ance of the main concrete lined canal of second party.

In the event the construction of the said canal is not com-
menced by May 1, 1968, then and in that event on May 1, 1968 the
rights and privileges herein granted shall at once revert to and
become the property of the grantor, her heirs and assigns.

IN WITNESS WHEREOF the grantor has hereunto set her hand and
seal this 15th day of September, 1965.

VERA DE FRANCE GROMMON

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

The foregoing Easement was acknowledged before me this 15th day
of September, 1965 by Vera De France Grommon.

Witness my hand and official seal.

My commission expires: March 16, 1968.
EASEMENT

FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged
LEE A. SCHRADER and LILLIAN A. SCHRADER, grantees, do hereby grant,
bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado Corporations, their respective successors and assigns, a perpetual easement 60 feet in width over and across the following described premises, in Weld County, Colorado, to-wit:

The Southeast Quarter of the Northwest Quarter (SE-1/4 of NW-1/4) of Section Six (6) Township Four (4) North, Range Sixty-Eight (68) West of the 6th P.M.;

This Easement is for the construction, operation and maintenance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not commenced by May 1, 1968, then and in that event on May 1, 1968, the rights and privileges herein granted shall at once revert to and become the property of the grantors, their heirs and assigns.

IN WITNESS WHEREOF the grantees have herunto set their hands and seals this 14th day of September, 1965.

[Signed]

STATE OF COLORADO ]
COUNTY OF LARIMER ] ss.

The foregoing Easement was acknowledged before me this 17th day of September, 1965 by Lee A. Schrader and Lillian A. Schrader.

Witness my hand and official seal.

My Commission expires: June 22, 1969

Kathryn Menz
Notary Public

My commission expires:
EASEMENT AND AGREEMENT

FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, REUBEN C. STROH does hereby grant, bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado corporations, their successors and assigns, a perpetual easement and right to discharge, flow and empty into the lake owned by the undersigned, which lake is located in portions of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of section six (6), Township four (4) North, Range 68 West of the 6th P.M., Weld County, Colorado, such waters as flow through the underground closed drain tile leading from the main canal of the said ditch companies to said lake, and such waters collecting in and flowing through, over and across the waste-way from said canal and said lake, but the waters to be carried over, across and through the said waste-way into said lake shall be only such waters as result from heavy rains, floods or other conditions beyond the control of the said ditch companies.

It is agreed between Reuben C. Stroh as grantor and The Consolidated Home Supply Ditch and Reservoir Company and The Handy Ditch Company as grantees that so long as the water discharged into said lake by the said ditch companies by the said underground drain and the waste-way under the conditions described above, the said ditch companies shall have no liability or responsibility to the said Reuben C. Stroh, his heirs, successors and assigns, for the level of said lake, the quantity of water therein or fluctuations thereof.

After such waters from said underground drain and said waste-way get into the lake hereinabove described, grantees shall have no further right or interest in or to any of such waters.

In the event the construction of the said canal is not com-
menced by May 1, 1968, then and in that event on May 1, 1968, the rights and privileges herein granted shall at once revert to and become the property of the grantor, his heirs and assigns.

IN WITNESS WHEREOF the grantor has hereunto set his hand and seal this 6th day of December, 1965.

Percy C. Stroh

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

BY: John H. Sloan

President

ATTEST:

W. R. Kriener

Secretary

THE HANDY DITCH COMPANY

BY: T. Y. Abrams

President

ATTEST:

Charles J. Beal

Secretary

STATES OF COLORADO ) ss.
COUNTY OF Larimer )

The foregoing Easement and Agreement was acknowledged before me this 6th day of December, 1965, by Reuben C. Stroh.

Shirley R. West
Notary Public

My commission expires: Feb. 15, 1969

STATE OF COLORADO ) ss.
COUNTY OF Larimer )

The foregoing Easement and Agreement was acknowledged before me this 6th day of December, 1965, by John Sloan and W. R.
Keirnes, President and Secretary of The Consolidated Home Supply Ditch and Reservoir Company.

My commission expires: My Commission expires Feb. 15, 1969

STATE OF COLORADO )
COUNTY OF ) ss.

The foregoing Easement and Agreement was acknowledged before me this ______ day of __________, 1965, by Gus Abrams and Louis F. Bein, President and Secretary of The Handy Ditch Company.

My commission expires: My Commission expires Feb. 15, 1969
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND
VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged,
OSCAR E. HANSON, grantor, does hereby grant, bargain, sell, convey
and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COM-
PANY and THE HANDY DITCH COMPANY, both of which are Colorado Corpor-
atations, their respective successors and assigns, a perpetual ease-
ment 60 feet in width over and across the following described prem-
ises, in Weld County, Colorado, to-wit:

The South Half of the Southeast Quarter of
the Northeast Quarter (S-1/2 of SE-1/4 of
NE-1/4) of Section Five (5) Township Four
(4) North, Range 68 West of the 6th P.M.;

This Easement is for the construction, operation and mainten-
ance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not com-
menced by May 1, 1968, then and in that event on May 1, 1968 the
rights and privileges herein granted shall at once revert to and be-
come the property of the grantor, his heirs and assigns.

IN WITNESS WHEREOF the grantor has hereunto set his hand and
seal this 5th day of

STATE OF COLORADO } 1965.
COUNTY OF

Individually and as Executor of the Estate of
Anna A. Hanson, Deceased

The foregoing Easement was acknowledged before me this 5th day
of September, 1965 by Oscar E. Hanson.

Witness my hand and official seal.

My commission expires: 6-19-67
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, RUTH C. CATLETT, ROY A. PETERSON, AVA M. PETERSON and BRUCE A. PETERSON, grantors, do hereby grant, bargain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are Colorado Corporations, their respective successors and assigns, a perpetual easement 60 feet in width over and across the following described premises, in Weld County, Colorado, to-wit:

The Northeast Quarter of the Southwest Quarter (NE-1/4 of SW-1/4) of Section Five (5) Township Four (4) North, Range 69 West of the 6th P.M.;

This Easement is for the construction, operation and maintenance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not commenced by May 1, 1968, then and in that event on May 1, 1968 the rights and privileges herein granted shall at once revert to and become the property of the grantors, their heirs and assigns.

IN WITNESS WHEREOF the grantors have hereunto set their hands and seals this 23rd day of September, 1965.

Ruth C. Catlett
Roy A. Peterson
Ava M. Peterson
Bruce A. Peterson

STATE OF COLORADO
COUNTY OF PIERCE

The foregoing instrument was acknowledged before me this 23rd day of September, 1965, by Ruth C. Catlett, Roy A. Peterson and Ava M. Peterson.

Witness my hand and official seal.

My commission expires: Feb. 15, 1969
The foregoing Easement was acknowledged before me this 17th day of September, 1965, by Bruce A. Peterson.

Witness my hand and official seal.

Notary Public
FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND
VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged,

BRUCE A. PETERSON
AVA M. PETERSON AND ROY A. PETERSON, grantors, do hereby grant, bar-
gain, sell, convey and release to THE CONSOLIDATED HOME SUPPLY DITCH
AND RESERVOIR COMPANY and THE HANDY DITCH COMPANY, both of which are
Colorado Corporations, their respective successors and assigns, a
perpetual easement 60 feet in width over and across the following
described premises, in Weld County, Colorado, to-wit:

The South Half of the Northwest Quarter (S-1/2
of NW-1/4) of Section Five, Township Four (4)
North, Range 68 West of the 6th P.M.;

This Easement is for the construction, operation and mainten-
ance of the main concrete lined canal of second parties.

In the event the construction of the said canal is not com-
menced by May 1, 1968, then and in that event on May 1, 1968 the
rights and privileges herein granted shall at once revert to and be-
come the property of the grantors, their heirs and assigns.

IN WITNESS WHEREOF the grantors have hereunto set their hands
and seals this 23
rd day of September, 1965.

AVA M. PETERSON
Roy A. Peterson

STATE OF COLORADO |
COUNTY OF Weld |

The foregoing Easement was acknowledged before me this 23
rd day
of September, 1965, by Ava M. Peterson and Roy A. Peterson.

Witness my hand and official seal.

Notary Public

My Commission expires: Feb. 15, 1969
STATE OF Oklahoma
COUNTY OF Washington

The foregoing Easement was acknowledged before me this 17 day
of September in 1965 by Bruce A. Peterson.

Witness my hand and official seal.

My commission expires:

Notary Public

My Commission Expires May 13, 1966
OWNERSHIP, MAINTENANCE AND OPERATING AGREEMENT OF THE SECTION OF CANAL OWNED JOINTLY BY THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY AND THE HANDY DITCH COMPANY

THIS AGREEMENT, made and entered into this 2nd day of September, 1965, by and between THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the first part, and THE HANDY DITCH COMPANY, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, each of the parties is presently the owner of a complete irrigation distribution system in the Counties of Weld and Larimer, Colorado, and;

WHEREAS, the parties are mutually desirous of relocating and reconstructing portions of their existing main canals, and are further desirous of constructing a single main canal for the joint use of the parties between a point just west of the junction of the McIntyre Ditch with the main canals of the parties, thence east approximately 8,000 feet to the present junction of the Home Supply Lake Ditch with the Home Supply River Ditch, and;

WHEREAS, the parties are mutually desirous of adopting ownership, construction, maintenance and operational procedures to be adhered to, joint pertaining to said canal segment,

THEREFORE, this Agreement hereon is entered into:

1. There will be no merger of stock. Each ditch company will retain its separate legal identity.

2. First party and second party will each respectively retain full management and record control over its various sources of water which they enjoyed before the construction of the joint canal section.

3. The said joint canal shall be constructed in accordance with plans and specifications now being prepared by the Soil Conservation Service. The parties shall jointly own and maintain said combined canal section on a fifty-fifty (50-50) basis. The parties shall
jointly contract with the bidder acceptable to both parties for the
construction of said canal and each party agrees to contribute its
one-half (1/2) of the construction cost as soon as the same becomes
due under the terms of the construction contract, less the portions
thereof being paid for by the United States Department of Agricul-
ture.

4. In consideration of the fact that it is anticipated that
the said canal will convey a somewhat greater volume of first party's
water than it will of the water of second party, first party agrees
to provide sufficient capacity in that portion of its main canal ly-
ing south and east of the terminus of the jointly owned canal down to,
but not beyond, the easterly end of the present Handy Ditch Company
delivery system, which easterly end is on the North-South center line
in Section Nine (9), Township Four (4) Range 66 West of the 6th P.M.,
Weld County, Colorado, to enable first party to carry in perpetuity
that portion of second party’s waters flowing past the terminus of
the jointly owned canal. It is the intent that this Agreement as out-
lined in this paragraph will in no way modify or change the responsi-
bility and obligation that each party may have as of this date to de-
liver water to its respective stockholders or others. It is provided
further that second party shall be entitled to increase the quanti-
ties of its waters to flow in said section of said canal over and a-
bove its present water delivery contracts and commitments only at
such times and in such amounts that will not interfere with first par-
ty’s waters being carried therein.

5. Personnel of The Consolidated Home Supply Ditch and Reser-
voir Company shall perform all ordinary daily operational procedures
common to the use of the joint canal section, i.e., releasing and mea-
suring water to users; regulating height of checks, etc.

6. All waters will be delivered and charged to users on a 24-
hour unit basis. Wherever practical all waters will be measured through a standard Parshall measuring flume. All waters shall be ordered and delivered in terms of cubic feet per second of time (cfs).

7. Properly designated representatives of both parties shall have ready access to all three measuring devices necessary and common to the operation of the joint canal section and to such records as are necessary to its maintenance and daily operation. Also, the jointly owned canal section and that portion of the first party's ditch, as described in Paragraph 4 of this Agreement, will be operated in such manner as to conform with the present operating policies of both parties.

8. The second party shall pay the first party annually on or before the first day of April the sum of Seven Hundred Twenty Dollars ($720.00) as its proportionate share of the jointly operated canal section through which the second party is entitled to run its water as outlined in Paragraph 4, this payment being one-fifth (1/5) of the present annual wage of a ditch rider assigned to this section of the ditch.

9. A committee called the "Joint Operating Committee" is to be appointed annually by the Board of Directors of the respective parties to this Agreement. This committee is to consist of three representatives from each party; however, it is not required that these representatives be members of the respective Boards. This Committee shall be appointed and meet before December 1 of each year. A chairman shall be elected by the Committee and shall call meetings of the Committee from time to time as problems to be decided by the Committee arise. The chairman will be required to call a meeting whenever requested to do so by two members of the Committee. A quorum of any meeting of the Joint Operating Committee will be four members. No proxy voting will be allowed. Any action or recommendation of the Joint Operating Commit-
too will require the affirmative vote of four members present. All proposals, plans, suggestions and recommendations of the Joint Operating Committee shall be submitted in writing to the respective Boards of Directors of the parties to this Agreement prior to February 1 of each year, and each Board shall approve or reject the same prior to March 1 next following the submission of said proposals, plans, suggestions and recommendations. The powers of the Committee are as follows:

A. To inspect with representatives of the Soil Conservation Service, prior to December 1 of each year the jointly owned canal section in order to determine maintenance, repairs and possible structural changes to be accomplished by April 15 of the year following. Upon this determination, it shall be obligatory on each party to this Agreement to perform or pay for its share of its recommended maintenance, repairs or structural changes except such portions thereof as the Board of Directors of both parties mutually agree are not required.

B. To propose to the respective Boards procedures in the joint operation of the above mentioned section of the ditch that will facilitate the most efficient operation of said joint section.

C. To review annually the operating expense of the joint section of the ditch including the contribution that the second party will make to the first party as outlined in Paragraph 3. To be effective, any recommendation that this Committee may make in this regard will require the consent of both Boards of Directors to this Agreement.

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

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

THE CONSOLIDATED ROME SUPPLY DITCH AND RESERVOIR COMPANY

(Seal) By: ____________________________ President

ATTEST: ____________________________

Secretary

THE HANDY DITCH COMPANY

(Seal) By: ____________________________ President

ATTEST: ____________________________

Secretary
STATE OF COLORADO

COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this____ day of September, 1965, by John H. Sloan as President and W. R. Keirnes as Secretary of The Consolidated Home Supply Ditch and Reservoir Company.

Witness my hand and official seal.

Notary Public

My commission expires February 15, 1969.

STATE OF COLORADO

COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this____ day of September, 1965, by Gus Abrams as President and Louis Sein as Secretary of The Handy Ditch Company.

Witness my hand and official seal.

Notary Public

My commission expires:
OWNERSHIP, MAINTENANCE AND OPERATING AGREEMENT OF THE
SECTION OF CANAL OWNED JOINTLY BY THE CONSOLIDATED HOME
SUPPLY DITCH AND RESERVOIR COMPANY AND THE HANDY DITCH COMPANY

THIS AGREEMENT, made and entered into this 2nd day of September, 1965, by and between THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, party of the first part, and THE HANDY DITCH COMPANY, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, each of the parties is presently the owner of a complete irrigation distribution system in the Counties of Weld and Larimer, Colorado, and;

WHEREAS, the parties are mutually desirous of relocating and reconstructing portions of their existing main canals, and are further desirous of constructing a single main canal for the joint use of the parties between a point just west of the junction of the McIntyre Ditch with the main canals of the parties, thence east approximately 8,000 feet to the present junction of the Home Supply Lake Ditch with the Home Supply River Ditch, and;

WHEREAS, the parties are mutually desirous of adopting ownership, construction, maintenance and operational procedures to be adhered to, pertaining to said canal segment,

THEREFORE, this Agreement hereon is entered into:

1. There will be no merger of stock. Each ditch company will retain its separate legal identity.

2. First party and second party will each respectively retain full management and record control over its various sources of water which they enjoyed before the construction of the joint canal section.

3. The said joint canal shall be constructed in accordance with plans and specifications now being prepared by the Soil Conservation Service. The parties shall jointly own and maintain said combined canal section on a fifty-fifty (50-50) basis. The parties shall
jointly contract with the bidder acceptable to both parties for the construction of said canal and each party agrees to contribute its one-half (1/2) of the construction cost as soon as the same becomes due under the terms of the construction contract, less the portions thereof being paid for by the United States Department of Agriculture.

4. In consideration of the fact that it is anticipated that the said canal will convey a somewhat greater volume of first party's water than it will of the water of second party, first party agrees to provide sufficient capacity in that portion of its main canal lying south and east of the terminus of the jointly owned canal down to, but not beyond, the easterly end of the present Handy Ditch Company delivery system, which easterly end is on the North-South center line in Section Nine (9), Township Four (4) Range 68 West of the 6th P.M., Weld County, Colorado, to enable first party to carry in perpetuity that portion of second party's waters flowing past the terminus of the jointly owned canal. It is the intent that this Agreement as outlined in this paragraph will in no way modify or change the responsibility and obligation that each party may have as of this date to deliver water to its respective stockholders or others. It is provided further that second party shall be entitled to increase the quantities of its waters to flow in said section of said canal over and above its present water delivery contracts and commitments only at such times and in such amounts that will not interfere with first party's waters being carried therein.

5. Personnel of The Consolidated Home Supply Ditch and Reservoir Company shall perform all ordinary daily operational procedures common to the use of the joint canal section, i.e. releasing and measuring water to users; regulating height of checks, etc.

6. All waters will be delivered and charged to users on a 24-
hour unit basis. Wherever practical all waters will be measured through a standard Parshall measuring flume. All waters shall be ordered and delivered in terms of cubic feet per second of time (cfs).

7. Properly designated representatives of both parties shall have ready access to all three measuring devices necessary and common to the operation of the joint canal section and to such records as are necessary to its maintenance and daily operation. Also, the jointly owned canal section and that portion of the first party's ditch, as described in Paragraph 4 of this Agreement, will be operated in such manner as to conform with the present operating policies of both parties.

8. The second party shall pay the first party annually on or before the first day of April the sum of Seven Hundred Twenty Dollars ($720.00) as its proportionate share of the jointly operated canal section through which the second party is entitled to run its water as outlined in Paragraph 4, this payment being one-fifth (1/5) of the present annual wage of a ditch rider assigned to this section of the ditch.

9. A committee called the "Joint Operating Committee" is to be appointed annually by the Board of Directors of the respective parties to this Agreement. This committee is to consist of three representatives from each party; however, it is not required that these representatives be members of the respective Boards. This Committee shall be appointed and meet before December 1 of each year. A chairman shall be elected by the Committee and shall call meetings of the Committee from time to time as problems to be decided by the Committee arise. The chairman will be required to call a meeting whenever requested to do so by two members of the Committee. A quorum of any meeting of the Joint Operating Committee will be four members. No proxy voting will be allowed. Any action or recommendation of the Joint Operating Commit-
tee will require the affirmative vote of four members present. All
proposals, plans, suggestions and recommendations of the Joint
Operating Committee shall be submitted in writing to the respective
Boards of Directors of the parties to this Agreement prior to
February 1 of each year, and each Board shall approve or reject the
same prior to March 1 next following the submission of said proposals,
plans, suggestions and recommendations. The powers of the Committee
are as follows:

A. To inspect with representatives of the Soil Conservation
Service, prior to December 1 of each year the jointly
owned canal section in order to determine maintenance, re-
pairs and possible structural changes to be accomplished
by April 15 of the year following. Upon this determina-
tion, it shall be obligatory on each party to this Agree-
ment to perform or pay for its share of its recommended
maintenance, repairs or structural changes except such
portions thereof as the Board of Directors of both parties
mutually agree are not required.

B. To propose to the respective Boards procedures in the
joint operation of the above mentioned section of the
ditch that will facilitate the most efficient operation of
said joint section.

C. To review annually the operating expense of the joint
section of the ditch including the contribution that the
second party will make to the first party as outlined in
Paragraph 5. To be effective, any recommendation that
this Committee may make in this regard will require the
consent of both Boards of Directors to this Agreement.

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

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

THE CONSOLIDATED HOME SUPPLY DITCH
AND RESERVOIR COMPANY

(Seal)

By:________________________ President

ATTEST:

________________________
Secretary

THE HANDY DITCH COMPANY

(Seal)

By:________________________ President

ATTEST:

________________________
Secretary
The foregoing instrument was acknowledged before me this day of September, 1965, by John N. Sloan as President and W. R. Keirnes as Secretary of The Consolidated Home Supply Ditch and Reservoir Company.

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires February 15, 1969.

The foregoing instrument was acknowledged before me this day of September, 1965, by Gus Abrams as President and Louis Bein as Secretary of The Handy Ditch Company.

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires:
LEASE AGREEMENT

THIS AGREEMENT, made this 6th day of December, 1965, by and between the Consolidated Home Supply Ditch and Reservoir Company, a Colorado Corporation, acting by and through its Board of Directors, by resolution duly made, recorded and passed, at a special meeting of the Board of Directors of the Consolidated Home Supply Ditch and Reservoir Company held the 10th day of December, 1965, Party of the First Part, hereinafter called the Lessor, and the State of Colorado for the use and benefit of the Game, Fish and Parks Commission, Party of the Second Part, hereinafter called the Lessee:

WITNESSETH:

WHEREAS, the Party of the First Part owns the water in Mariano (Boedecker) Reservoir and also owns a portion of the land beneath the water of said Reservoir, located in Portions of Sections 20 and 21, T. 5N., R. 69W., 6th P.M., and also owns a tract located on the Northeast side of said Reservoir lying West of the paved road in Section 21, T. 5N., R. 69W., 6th P.M. in Larimer County, Colorado, and

WHEREAS, both parties are mutually desirous of development of said area for public recreational use;

NOW THEREFORE, for and in consideration of the premises hereinafter set forth, parties hereto agree as follows:

1. The Party of the First Part hereby grants permission to the Party of the Second Part to engage in such development for game, fish and recreational management procedures as may be mutually agreed upon to accomplish the purposes hereinafter established for a term of time to begin on the effective date of this instrument and to terminate the 28th day of April, 1994.

2. The Party of the First Part grants to the Party of the Second Part the sole and exclusive authority to develop and manage
the above described areas, reservoir and appurtenances in such a manner as the Party of the Second Part deems proper to insure maximum possible degree of public recreation. The Party of the Second Part may establish use fees and all use fees that may be proposed and collected upon the above demised area shall belong to the State of Colorado, for the use and benefit of the Game, Fish and Parks Commission.

3. The Party of the First Part agrees, insofar as reasonably practicable without affecting detrimentally the primary purpose of its operations, to maintain the water level in the lake and the quality of water in the lake in the best possible manner in order to provide suitable fish habitat.

4. Subject to the restrictions mentioned herein, the Party of the First Part agrees that the lake shall be opened to public recreational use for the term of this agreement with the understanding that such use will be restricted as follows:
   a. A portion, to be mutually agreed upon, of the tract located at the northeasterly boundary of said reservoir shall be opened for vehicular traffic, picnicking and parking areas.
   b. The dike area shall be opened to foot traffic only.
   c. The surface of said reservoir may be used.
   d. No traffic of any kind will be permitted on the shore in other than the above designated areas.
   e. Party of the Second Part will indicate by posting the areas designated to be open for public recreational use.

5. The Party of the Second Part agrees to exercise due diligence, within the limits of normal law enforcement activities to secure compliance by the public with any rules and regulations established by mutual agreement, now and in the future.
6. The Party of the Second Part agrees that it will develop and maintain game fish populations in said lake to the extent of its ability, both financial, and based upon good fish management practices, and further agrees that it will neither permit nor construct any physical structures or appurtenances which may be detrimental to the flow of water in or out of the Reservoir without the mutual agreement of both parties.

7. The Party of the Second Part agrees that it will conduct all its operations in accordance with the terms of this agreement in such manner as not to interfere with handling of the Party of the First Part's water supply from the lake.

8. The Party of the Second Part agrees that it will, during the term of this Agreement, be responsible for the purchase and maintenance of a suitable liability insurance policy which will protect the Party of the First Part from liability in the event of loss of life or personal injury or property damage suffered by any person or persons using the premises, reservoir and appurtenant structures described in this Agreement, and that said policy of insurance shall be written with the following limits of liability:

   For bodily injury to each person $100,000
   Bodily injury for each accident $300,000
   Property damage each accident $ 5,000

9. Execution of this agreement shall be contingent upon the availability of funds therefore within the budget of the Party of the Second Part.

10. The Party of the Second Part agrees that the use of boats on the lake shall be restricted as follows:

   (1) No motors in excess of 10 H.P. total.

   (2) No water carnivals, water skiing, or boat racing to be permitted.
(3) Boats to stay out of inlet and outlet channels of lake.

11. Second Party acknowledges that First Party has, prior to the execution of this Lease Agreement, informed Second Party that the title to portions of the land underlying said reservoir are not definitely established and that third persons have raised question as to First Party’s ownership thereof. First Party makes no representations or warranties as to its ownership of the land underlying said reservoir or of its rights to control the recreational use of those portions of the waters of said reservoir lying and being over and upon such portions of the land to which title may be in dispute. In the event any third persons commence any suit, action or proceedings to establish their purported claim or claims to exclusive or independent recreational use and control of any portion or portions of said reservoir waters, First Party shall have no obligation to defend against such claims. Moreover, in the event any such claims are successfully asserted by any such claimants, First Party shall not thereby become in any way liable or obligated to Second Parties as a result thereof. In the event of the successful assertion of any such claims, the Lease Agreement shall thereupon be terminated as to those portions of the waters of said reservoir for which such claims have been successfully asserted.

12. Second Party also acknowledges that First Party has, prior to the execution of this Lease Agreement, informed Second Party that the owners of the premises adjacent to the Northwest portion of said reservoir claim the right of hunting and fishing privileges thereon through reservations in the title to said premises, and that any such claimed rights which are valid cannot be the subject of this Lease Agreement.
13. This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

14. The covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the respective parties.

ATTEST:

SECRETARY

APPROVED:

DIVISION OF ACCOUNTS AND CONTROL
BY
STATE CONTROLLER

DIVISION OF PURCHASES
BY
PURCHASING AGENT

DIVISION OF NATURAL RESOURCES
BY

APPROVED AS TO FORM:

DUKE W. DUNBAR, Attorney General

CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

PARTY OF THE FIRST PART (President)

STATE OF COLORADO for the use and benefit of the STATE GAME, FISH AND PARKS COMMISSION

BY
HARRY R. WOODWARD, Director
Department of Game, Fish and Parks

DEC 6 1945

-5-
AGREEMENT

THIS AGREEMENT, made this 6th day of December, 1965,

by and between the Consolidated Home Supply Ditch and Reservoir

Company, a Colorado Corporation, acting by and through its Board of Directors, by resolution duly made, recorded and passed, at a

special meeting of the Board of Directors of the Con-

solidated Home Supply Ditch and Reservoir Company held the 10th day of December, 1965, Party of the First Part, and the

State of Colorado for the use and benefit of the Game, Fish and

Parks Commission, Party of the Second Part,

WITNESSETH:

WHEREAS, party of the first part is desirous of constructing

an Irrigation Storage Reservoir designated at Site "F" located in

Sections 29, 30, 31 and 32, T. 5N., R. 69W., 6th P.M., Larimer County

(to be known as Lon Hagler Reservoir) and more accurately described

by a water filing in the office of the State Engineer and,

WHEREAS, both parties are mutually desirous of development

of said area for public recreational use.

NOW, THEREFORE, for and in consideration of the premises here-

inafter set forth, parties hereto agree as follows:

1. Party of the second part agrees to pay to party of the

first part the sum of Forty Seven Thousand and no/100 Dollars

($47,000.00) which shall be paid in cash in full upon conveyance
to second party of the hereinafter described premises by a good
and sufficient warranty deed free and clear of all liens and encum-
brances.

2. Party of the first part agrees to convey to party of the

second part the following described land and more specifically defined

in a warranty deed provided pursuant to this Agreement:

The South one-half (S 1/2) of Section 29, T.5N., R.69W., 6th P.M.,
including a perpetual easement and right-of-way 60 feet in width and
300 feet in length located along the north line of above described parcel, (provided however that party of the first part retains and shall be perpetually entitled to the joint use of said 60 foot right-of-way) specifically including but not by way of limitation the following water rights. - Seven (7) shares of Consolidated Home Supply Ditch and Reservoir Company; Sixty (60) units of Colorado Big Thompson Project; Five (5) shares of Southside Ditch Company; except:

a. That portion thereof to be occupied by Lon Hagler Reservoir and its appurtenant structures, all as shown by plat of survey thereof prepared by Hogan and Associates in July 1965, a copy of which plat is attached hereto and which by specific reference thereto is hereby made a part hereof.

b. All that part of said South one-half (S\(\frac{1}{2}\)) lying Northwest and above the first party's main canal.

c. The East 300 feet of said South one-half (S\(\frac{1}{2}\)).

d. The South 250 feet of the East 1360 feet of said South one-half (S\(\frac{1}{2}\)).

e. An easement across, over, under and through above described land for the purpose of constructing an outlet canal from the Lon Hagler Reservoir.

f. All oil, gas and mineral being on, in or under said premises, together with the right to prospect for, mine, and remove the same.

Subject to easements and rights of way in use or of record.

Together with all ditch and irrigation privileges thereunto appertaining.

3. Party of the first part hereby grants a perpetual easement and permission to party of the second part to engage in such development for game, fish and other forms of recreation as may be mutually agreed upon to accomplish said purposes, upon and in all of the Lon Hagler Reservoir and perimeter area lying below first party's main canal, plus the use of the dam for foot traffic only.
4. Party of the first part agrees to maintain a conservation pool in aforementioned reservoir of 500 acre feet of water in said reservoir. Party of the second part agrees to use all water rights purchased in connection with land described in paragraph number "2" of this agreement as a part of said conservation pool, and party of the second part further agrees that if said water and water rights are not needed in said reservoir, they may be used in Boedecker (Mariano) or Lone Tree Reservoir for the same purpose. Provided however, if in any year second party does not use its said water, the same shall revert to first party at the end of each such year and second party shall thereupon have no further rights thereto (in other words, second party has no carry-over rights to any unused portions of its said water). For this purpose the end of each year shall be conclusively deemed to be October 31.

5. The party of the first part grants to the party of the second part the sole and exclusive authority to develop and manage the premises described in paragraph 3 hereof in such a manner as the party of the second part deems proper to insure maximum possible degree of public recreation. The party of the second part may establish use fees and all use fees that may be proposed and collected upon the above demised area shall belong to the State of Colorado, for the use and benefit of the Game, Fish and Parks Commission.

6. The party of the first part agrees, insofar as reasonably practicable without affecting detrimentally the primary purpose of its operations, to maintain the water level in the lake and the quality of water in the lake in the best possible manner in order to provide suitable fish habitat.

7. The party of the second part agrees to exercise due diligence, within the limits of normal law enforcement activities, to secure compliance by the public with any rules and regulations established by mutual agreement, now and in the future.
8. The party of the second part agrees that it will develop and maintain game fish populations in said lake to the extent of its ability, both financial, and based upon good fish management practices, and further agrees that it will neither permit nor construct any physical structures or appurtenances which may be detrimental to the flow of water in or out of the Reservoir without the mutual agreement of both parties.

9. The party of the second part agrees that it will conduct all its operation in accordance with the terms of this agreement in such manner as not to interfere with handling of the party of the first part's water supply from the lake.

10. The party of the second part agrees that it will, during the term of the Agreement, be responsible for the purchase and maintenance of a suitable liability insurance policy which will protect the party of the first part from liability in the event of loss of life or personal injury or property damage suffered by any person or persons using the premises, reservoir and appurtenant structures described in this Agreement, and that said policy of insurance shall be written with the following limits of liability:

<table>
<thead>
<tr>
<th>Type of Injury</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>For bodily injury to each person</td>
<td>$100,000</td>
</tr>
<tr>
<td>Bodily injury for each accident</td>
<td>$300,000</td>
</tr>
<tr>
<td>Property damage each accident</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

11. Party of the first part agrees to extend that certain agreement concerning Lone Tree Reservoir, dated April 28, 1959 and terminating April 28, 1969, for an additional term of twenty five (25) years from said termination date and to allow use on that reservoir known as Boedecker (Mariano) Reservoir according to lease agreement now on file in the office of the Consolidated Home Supply Ditch and Reservoir Company to a termination date of April 28, 1994.

12. As additional consideration for the perpetual easement hereby granted by first party to second party, second party, on behalf of itself, its successors and assigns, and on behalf of all persons acting under or by its direction, control, authority or per-
mission, hereby waives any and all claims, whether now or in the future, for damage to the heretofore described property when such damage is caused by wave action, erosion, flooding beyond control of first party, seepage or ice, arising from the use or operation of Lon Hagler Reservoir.

13. Execution of this agreement shall be contingent upon the availability of funds therefore within the budget of the party of the second part.

14. This agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado, or such assistant as he may designate.

15. The covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the respective parties.

ATTEST:

[Signature]

Secretary

APPROVED:

CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

BY [Signature]

PARTY OF THE FIRST PART (President)

STATE OF COLORADO for the use and benefit of the STATE GAME, FISH AND PARKS COMMISSION

BY [Signature]

HARRY R. WOODWARD, Director

Department of Game, Fish and Parks

DIVISION OF ACCOUNTS AND CONTROL

BY [Signature]

STATE CONTROLLER

DIVISION OF PURCHASES

BY [Signature]

PURCHASING AGENT

DIVISION OF NATURAL RESOURCES

BY [Signature]

APPROVED AS TO FORM:

DUKE W. DUNBAR, Attorney General

BY [Signature]

Deputy Attorney General

-5-
PERMIT AND AGREEMENT

THIS PERMIT AND AGREEMENT, made and entered into this 31st day of December, 1965, by and between THE COUNTY OF WELD, State of Colorado, acting by its Board of County Commissioners, as party of the first part, and THE HANDY DITCH COMPANY and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, both Colorado corporations, parties of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, second parties intend to jointly construct and operate a new concrete lined main irrigation canal in Weld County, Colorado, and in connection therewith will abandon portions of their existing main canals which portions of their existing main canals are crossed by County Roads belonging to first party and such crossings are accomplished by three wooden bridges and one metal culvert, and

WHEREAS, in order to construct the said new concrete lined canal it will be necessary to remove the said three wooden bridges and steel culvert. The said bridges and culvert are located as follows:

1. Bridge across main canal of The Consolidated Home Supply Ditch and Reservoir Company (not the Lake ditch) being on the east line of Section Six (6), Township Four (4) North, Range 68 West of the 6th P.M.

2. Bridge over the main canal of The Handy Ditch Company, a few feet south of the above described ditch, on the east line of said Section Six (6).

3. Bridge across the main canal of The Consolidated Home Supply Ditch and Reservoir Company on the east line of the Southeast Quarter (SE₁/₄) of Section Five (5) Township Four (4) North, Range 68 West of the 6th P.M.

4. Steel culvert which carries the waters of the main canal of The Handy Ditch Company under the road near the north end of DeFrance Reservoir in the Southeast Quarter (SE₁/₄) of said Section Five (5).

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained it is agreed between the parties as follows:
1. **First party** shall remove said bridges and culvert and first party shall be entitled to retain all materials which can be salvaged therefrom.

2. Second parties shall give to first party **five (5)** days written notice of the date upon which they will require the removal of said bridges in order to permit second parties to proceed with the construction of their said new canal.

3. Promptly after the removal of each such bridge and culvert second parties shall complete the construction of their said new canal at the sites of the said bridges and culvert, and shall simultaneously therewith, and at their own expense, construct three pairs of concrete bridge abutments at the following locations, to-wit:
   
   a. One pair shall be located at the intersection of the new joint canal of second parties and the County Road which lies on the east line of Section Six (6) Township Four (4) North, Range 68 West of the 6th P.M.
   
   b. One pair of abutments shall be constructed at the present site of the third bridge described above.
   
   c. One pair of abutments shall be constructed at the present site of the steel culvert described above.

   The said abutments shall be constructed in conformity with the specifications previously furnished by first party to the engineer for second parties, and by the latter incorporated into drawings thereof. Upon completion of construction of said abutments the same shall become the exclusive property of first party.

4. It shall be the obligation of first party to complete all remaining construction of new bridges upon each of said three pairs of abutments.

IN WITNESS WHEREOF this Permit and Agreement is executed in
duplicate the day and year first above written.

Edward T. Steer
Edward L. Dunlap

County Commissioners for Weld County, Colorado
Party of the First Part

THE HANDY DITCH COMPANY

BY: Gus B. Cleravae, President

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

BY: John S. Loan

Parties of the Second Part
EASEMENT AND AGREEMENT

FOR AND IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, VERA DEFRANCE GROMMON, hereinafter called grantor, hereby grants, bargains, sells, conveys and releases to THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado corporation, hereinafter called grantee, and its successors and assigns, a perpetual easement and right to discharge, flow and empty into DeFrance Reservoir, which reservoir is owned by grantor and is located in Sections four (4), five (5), eight (8) and nine (9), Township four (4) North, Range 68 West of the 6th P.M., Weld County, Colorado, such waters as will collect and flow through, over and across a waste-way from the main canal of Ditch Company into the said reservoir, the said waste-way being at the Easterly side of said reservoir, and such waters collecting in and flowing through, over and across the said waste-way shall be only such waters as result from heavy rain, floods or other conditions beyond the control of Ditch Company.

Grantor further grants to Grantee a perpetual easement and right to discharge into the said reservoir all surface drainage waters which will be collected or channeled as a result of the construction of the new main canal owned by Grantee and adjoining the Northwesterly and the Northeasterly sides of said reservoir.

Grantor further grants to Grantee a perpetual easement and right to construct, operate and maintain an underground drain tile to run from a sump or collection point adjacent to the said new canal (on the reservoir side thereof) in the Southwest corner of Section four (4), Township four (4) North, Range 68 West of the 6th P.M., for the purpose of draining sub-surface drainage waters into said reservoir.

Grantor further grants to Grantee a perpetual easement and right to construct, operate and maintain a collection sump and pumping plant, adjacent to the canal right of way.

In consideration for the mutual covenants hereinafter contained,
Grantor and Grantee agree:

1. That before Grantee puts into operation the sub-surface drain hereinafter referred to, it will cause to be placed an adequate temporary pumping system in the said sump or collection point for the purpose of disposing of accumulating drainage waters and for the further purpose of measuring the flow of waters passing through the drain during approximately 30 days of operation. The permanent appurtenance to be installed in the aforesaid sump will be an automatic pump with a discharge capacity of approximately twice the measured flow of said drain tile after 30 days of observation and measurement.

2. That Grantee will construct, simultaneously with the said sub-surface drain tile, a riser from said sub-surface drain tile, the top of which riser shall be at the agreed high water line of said reservoir.

3. The sub-surface drain tile shall have constructed therein both a gate and a flap valve which will operate suitably for controlling the flow of waters both into and out of said reservoir in accordance with the terms of this agreement.

4. In the event Grantor finds it necessary to lower the water level in her said reservoir for the purposes of repair or reconstruction of the said reservoir and its appurtenances, then and in that event within twenty-four (24) hours after Grantor notifies Grantee of her intention so to do and states in such notice that she desires Grantee to stop the flow of such sub-surface waters into said reservoir for such reasonable time as may be necessary to effect such repairs and reconstruction, then and in that event Grantee shall, within twenty-four (24) hours after receiving such notice, close the gate or control device in the sub-surface drain tile leading to said reservoir and keep the same closed for such period as will be reasonably necessary to effect such repair or reconstruction.

6. At the end of each irrigation season Grantor will draw down the level of the said reservoir to a level reasonably consistent
necessary to effect such repair of reconstruction.

5. Grantee shall be obligated to pump in order to dispose of surplus drainage or waste waters accumulating in said reservoir at such times as are determined by the following criteria:

a. During the actual irrigation season, whenever the water level in Grantor's reservoir prohibits further accumulation in said reservoir, Grantee will pump said surplus waters from said reservoir back into Grantee's canal for the exclusive use of its stockholders.

b. During the off-irrigation season (November 1 to approximately May 1 following) drainage and surface waste waters will flow by gravity into Grantor's reservoir whenever the level of water in said reservoir will permit.

6. At the end of each irrigation season Grantor will draw down the level of the said reservoir to a level reasonably consistent with good irrigation water management practices, in order to permit Grantee the maximum reservoir capacity for disposing of its waste waters consistent with such good irrigation water management practices.

7. Off-season drainage waters may be pumped into Grantor's reservoir to an elevation of not more than 1.5 feet above the outlet of the sub-surface drain tile. If Grantor wishes the water in said reservoir to accumulate above the aforementioned 1.5 feet, she will so request in a written and signed statement and specify at what reservoir elevation she wishes said super accumulation to cease; whereupon pumped waters must be emptied into Grantee's canal.

In addition to perpetual easements granted hereby it is mutually agreed by and between the parties that all other covenants and agreements hereof shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

In the event the construction of the said canal is not commenced
by May 1, 1968, then and in that event on May 1, 1968, the rights and
privileges herein granted shall at once revert to and become the pro-
party of the grantor, his heirs and assigns.

IN WITNESS WHEREOF the Grantor has hereunto set her hand and
seal this____ day of________________, 1965.

Grantor

THE CONSOLIDATED HOME SUPPLY
DITCH AND RESERVOIR COMPANY

ATTEST:

Secretary

STATE OF COLORADO ) ss.
COUNTY OF____________

The foregoing Easement and Agreement was acknowledged before
me this____ day of____________, 1965, by Vera DeFrance Grommon.

Notary Public

My commission expires:

STATE OF COLORADO ) ss.
COUNTY OF____________

The foregoing Easement and Agreement was acknowledged before me
this____ day of____________, 1965, by John Sloan and W. R. Keirnes,
President and Secretary of The Consolidated Home Supply Ditch and Re-
servoir Company.

Notary Public

My commission expires:
CERTIFICATION
RELATING TO
LAND RIGHTS, WATER RIGHTS (*), AND CONSTRUCTION PERMITS
FOR THE
HOME SUPPLY WATERSHED

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service

The undersigned Consolidated Home Supply Ditch & Reservoir Company
and Handy Ditch Company
having agreed to a watershed work plan for the above designated watershed, hereby certify that:

1. Adequate land rights (including permits to use land) and water rights (*) needed for the installation, operation, maintenance and inspection of the works of improvement described as follows have been acquired:
   Sections 4, 5, 6, 9: Township 4 North; Range 68 West
   Section 1: Township 4 North; Range 69 West
   Section 31: Township 4 North; Range 69 West

2. The legal instruments by which the land rights were acquired have been properly signed, acknowledged, and recorded.

3. A copy of each land rights instrument not previously furnished to the Soil Conservation Service is attached.

4. All construction permits required by State or local law have been acquired.

5. Only the following (i.e. utilities, roads, etc.) that would interfere with the construction, inspection, operation and maintenance of the works of improvement described herein remain to be salvaged or relocated. The arrangements made for the salvaging or relocating, and the time such work will be accomplished is as indicated below:

*Including storage rights where applicable.
SOIL CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

By ____________________________ State Conservationist

Date ____________________________

Concurred in:
This action authorized at an official meeting of the Big Thompson Soil Conservation District on 7th day of December 1965, at Loveland State of Colorado.

BIG THOMPSON SOIL CONSERVATION DISTRICT

By ____________________________ Title Chairman
Date 12-7-65

The Local Organization(s) recognizes that any excess costs resulting from the inadequacy of any rights certified to herein are the responsibility of the local organization(s).

Consolidated Home Supply Ditch & Reservoir Co. This action authorized at an official meeting of Consolidated Home Supply Ditch & Reservoir Co. on 10th day of December, 1965, at Loveland State of Colorado.

By: ____________________________ Title President
Date: Jan 10-1966

Attest: ____________________________ (Name)
Secretaty - Manager

Handy Ditch Company This action authorized at an official meeting of The Handy Ditch Company on 4th day of December, 1965, at Berthoud State of Colorado.

By: ____________________________ Title President
Date: 1-10-66

Attest: ____________________________ (Name)

By: ____________________________ Title Secretary
Date: 1-10-66
Dear Reg:

Lynn Hammond called me this morning to discuss the Anderson Contract.

They plan to meet with us at 10:00 a.m. on December 9, for the closing. Apparently, there are only two minor points of disagreement between us concerning the Contract and they are:

1. Anderson wants all interest that may be paid by any savings & loan association in the event proceeds from the sale to the Game and Fish Department are deposited in a savings & loan account pending final payment to him—even though the postponement of payment to him is because of his desire to minimize his income tax.

2. Anderson wants some provision concerning construction of a fence. Lynn acknowledges that that was not discussed when I was present, but pointed out that it had been discussed at an earlier meeting. We finally agreed that he would put in a provision to the effect that at the end of one year (if the Game and Fish Department had not constructed a fence prior to that time) the Ditch Company would furnish the material for and Anderson would provide the labor in construction of a fence as described in his original draft.

I explained to Lynn that we would present these proposals to the company to see if agreement could be reached. You may wish to discuss them with the Board, but in any event please let me know.

Very truly yours,

Robert C. Christensen

RCC:vrm
State Director, FHA  
Denver, Colorado  

John C. Banks, Regional Attorney

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY  
Larimer County, Colorado  
Watershed Loan - $650,000.00  
PRELIMINARY OPINION AND CLOSING INSTRUCTIONS

We have reviewed the loan docket and additional material which has been furnished in connection with the subject loan. Our preliminary opinion and instructions for closing the loan are set out below. Since a Watershed loan is also being made to The Handy Ditch Company for joint construction by these two irrigation companies, we assume that the closing of this loan to The Consolidated Home Supply Ditch and Reservoir Company and the one to The Handy Ditch Company will be made simultaneously.

A. Association's Title to Assets:

1. Existing System:

The borrower's title to its existing system and to rights of way thereafter is shown by an opinion prepared by Robert C. Christensen of Cross & Christensen, attorneys at law, Loveland, Colorado, dated April 21, 1965, which is based upon his familiarity with the borrower's unquestioned operation and use of the system for the past eighteen years. We consider this adequate to show title to the existing system, but note that the opinion does not cover a lien search showing any liens which might be of record upon the irrigation system.
2. Rights of Way for the Relocation of the Borrower's Canal:

Included in the material submitted is the grant of an easement to the borrower for the relocation of its canal over a portion of Section 5, Township 4 North, Range 63 West, 6th Principal Meridian, granted by Victor Griep and another easement for the relocated canal over the NW¼ of Section 9 of the same township and range granted to the borrower by Philo D. Groshon and Philo D. Gromon, Jr. There is also included an agreement to grant an easement for the relocated canal over the NW¼ of Section 5 of the same township and range by Ruth C. Catlett, Roy A. Peterson, Bruce A. Peterson and Ava M. Peterson upon the borrower's giving notice that it is ready to commence construction. It appears from the plat that the descriptions given in these three documents cover the entire portion of the borrower's canal which is to be relocated. No evidence of the title of the respective grantors of these instruments has been furnished with the docket material.

3. Jointly Owned Canal:

The construction plans call for a consolidation of a portion of the canals owned by the borrower and The Handy Ditch Company into a single concrete lined canal to be owned jointly by both companies. This section of the joint canal is approximately 8,000 feet long, extending from a point west of the McIntyre Lateral easterly to the confluence of the main canal with the Lake Supply Ditch of the borrower. At the present time the two canals run parallel and adjacent to each other along this distance, so that, since each of them has established a
right of way for its canal this is considered to provide a valid right of way for the combined canal to be reconstructed. The two companies have entered into an agreement whereby each company owns an undivided one-half interest in the joint canal. The end of the joint section is actually the end of The Handy Ditch Company's ownership of its canal system, but the agreement grants to the Handy the right to convey waters on down the canal of the borrower to the intersection of this canal with the North-South section line of Section 9, Township 4 South, Range 68 West, 6th Principal Meridian, for use of stockholders of The Handy Ditch Company. This agreement dated September 2, 1965, has been recorded in the records of Larimer County, Colorado, in Book 1304 at page 121. However, since the combined section of the canal is located in Weld County, Colorado, it is necessary that the agreement also be recorded in Weld County records. Mr. Christensen has advised us that the recording in Weld County will be accomplished prior to loan closing.

4. Water Rights:

The borrower's title to its water rights as listed in Parcel B in the attached form of Real Estate Mortgage is shown by the inclusion of these rights in the published tabulation of appropriations of water established by adjudications entered in Water District No. 4, Irrigation Division No. 1 of the State of Colorado. Although portions of various other appropriations have been transferred for diversion and conveyance through the company's canal, these water rights are owned by individuals owning stock in the borrower company but are not owned by the borrower company itself.
5. The Lon Hagler Reservoir:

The improvements to the borrower's system include the construction of the Lon Hagler Reservoir with a capacity of about 5,000 acre-feet to be filled from the borrower's canal. Officials of the Soil Conservation Service have advised us that a preliminary map and plat of the reservoir have been filed in the office of the State Engineer. The lands containing the site of the reservoir have not yet been acquired, and a question remains concerning the description of the lands which the borrower will obtain for this reservoir. Consequently, the reservoir is not described in the attached form of real estate mortgage. An additional mortgage to secure the loan will be taken on this reservoir at the time the $350,000.00 advance planned to be made on or about October 1, 1966, is actually completed.

B. Prior to Loan Closing:

1. Evidence should be furnished of the absence of liens on the real estate property and interests of the borrower. Mr. Christensen has advised us by telephone that certificates or letters prepared by abstracting companies in both Larimer and Weld Counties, based upon an examination of the grantor-grantee index and the judgment record for the past five years, will be furnished. We consider that this will be adequate to show the absence of liens on the borrower's property.

2. Mr. Christensen has also advised abstractor's certificates showing the respective ownerships of the lands crossed by the easements granted by Victor Gries, Philo D. Grommen and Philo D. Grommen, Jr.
and Ruth Catlett and the Petersons will be furnished in support of these easements. He has also advised that Ruth Catlett and the Petersons have now granted an easement in accordance with their agreement, and that all three agreements have been recorded in the records of Wald County, Colorado.

3. The rate of interest applicable to this loan, as determined from Procedure Notices issued to amplify FHA Instruction 447.1 VIII C, should be determined and inserted in the attached form of promissory note and also in the attached form of real estate mortgage. Also, on the promissory note the schedule of dates upon which repayments are to be made should be completed.

4. FHA Instruction 447.1 XIII implies that where a loan is to be made in multiple advances, a budget supporting the same should be prepared for the loan docket. We believe that this requirement will be met by including in the loan docket a copy of the memorandum of Construction Fund Allocations dated December 1, 1965, addressed by K. L. Carson, Leader, Watershed Work Plan Staff, SCS, Denver, Colorado, to R. C. McDaniel, Assistant State Conservationist, SCS, Denver, Colorado.

C. At the Time of Loan Closing:

1. The attached form of Promissory Note should be dated and executed on behalf of the borrower corporation.

2. The attached form of Real Estate Mortgage should be completed by inserting therein the date of the Promissory Note and the due date of the final installment thereof. By the terms of the note, the
due date of the final installment will be fifty years after the date of the note. The mortgage should then be dated, signed and acknowledged on behalf of the borrower corporation. Since it is necessary that this mortgage be recorded in both Larimer and Weld Counties, Colorado, we suggest that the mortgage be executed in duplicate and that executed copies be filed simultaneously for recording in the offices of the Recorders of both Larimer and Weld Counties.

D. After Loan Closing:

1. After the recording of the real estate mortgage, the borrower's attorney should make such further inspection of the records in both Larimer and Weld Counties, and such additional investigations of title as he deems necessary, including examination of certificates issued by abstract companies, and furnish his opinion to the effect that the recorded real estate mortgage constitutes a valid first lien in favor of the United States on the property therein described.

2. The attorney's final opinion referred to in Paragraph D I above, the recorded Real Estate Mortgage, a conformed copy of the Promissory Note and the loan docket should be returned to this office for review through the office of the State Director in a manner similar to that provided in FHA Instruction 442.4 X, G and H.

3. As soon as the description of the lands to be obtained and retained by the borrower as a site for the Lou Hagler Reservoir is furnished, the borrower's attorney should forward to this office evidence of the title of the owners from whom the land is to be obtained and a copy of the agreement or proceedings under which the borrower is to obtain title from the
owners. This showing should be furnished at least two weeks prior to the making of the advance of $350,000.00, which is now estimated will be required on or about October 1, 1966, since the making of this advance is conditioned upon the execution by the borrower of an additional mortgage to secure the loan covering the Lon Hagler Reservoir. This office will then prepare a form of mortgage to be executed on behalf of the borrower corporation at the time this advance is actually made.

4. In connection with the construction of the Lon Hagler Reservoir, it appears from the plats that it may be necessary to relocate a county road. Arrangements should be made with the Board of County Commissioners for any road relocation necessary.

5. Supervision should be continued to insure that the fiscal, constructional and operational requirements of the loan approval are carried out.

The loan docket, with the additional material which has been subsequently furnished included therein, is herewith returned.

Attachments

EMParemos:ag 12-7-65
cc: Mr. Campbell
    S/C, SCS, Denver, Colorado
    Atty Christensen
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE
WATERSHED PROTECTION AND FLOOD PREVENTION LOAN

FOR VALUE RECEIVED, THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a corporation organized and existing under the laws of the State of Colorado (hereinafter called Borrower), promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (hereinafter called the Government) at its office in Fort Collins, Colorado, the principal sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($650,000.00), plus interest on the unpaid principal balance at the rate of __ per annum.

The said principal and interest shall be paid in the following installments on, or at the Borrower's option before, the following dates:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26,377.00</td>
<td>January 1, 1966</td>
</tr>
<tr>
<td>$26,377.00</td>
<td>January 1, 1969</td>
</tr>
<tr>
<td>$26,377.00</td>
<td>January 1, 1970</td>
</tr>
</tbody>
</table>

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby shall be paid within fifty years from the date of this note.

When the total amount of principal is not advanced at the time of loan closing, the loan shall be advanced in accordance with the schedule on the reverse side hereof, and interest shall run from the actual date of each advance shown on that schedule.

Each payment shall be applied first to accrued interest and then to principal. Prepayments may be made in any amount at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible
cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to pay in full the indebtedness evidenced hereby.

Default hereunder, whether by failure to pay any debt evidenced hereby or by breach of any covenant or agreement herein contained, shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. Upon any such default the Government at its option may declare all or any part of such indebtedness immediately due and payable.

Any provisions hereof may be modified or supplemented by written agreement between Borrower and the Government on or after the date hereof and the consideration herefor shall support any such agreement.

This loan is given as evidence of a loan by the Government to the Borrower pursuant to the Watershed Protection and Flood Prevention Act of August 4, 1954, as amended (16 USC 1001 through 1008), and shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express conditions hereof.

Presentment, protest, and notice are hereby waived.

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By ____________________________ President

(CORPORATE SEAL)

ATTEST:

______________________________ Secretary

SCHEDULE OF ADVANCES

<table>
<thead>
<tr>
<th>Proposed date of advances</th>
<th>Amount</th>
<th>Actual date of advances</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>95,000.00</td>
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<td>October 1, 1966</td>
<td>350,000.00</td>
<td>12-31-66 - Ref.</td>
</tr>
<tr>
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<td>50,000.00</td>
<td>12-31-66 - Ref.</td>
</tr>
<tr>
<td>October 1, 1967</td>
<td>50,000.00</td>
<td>12-31-66 - Ref.</td>
</tr>
<tr>
<td>December 1, 1967</td>
<td>35,000.00</td>
<td>12-31-66 - Ref.</td>
</tr>
</tbody>
</table>
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
(Watershed Protection Program)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, Dated December 10, 1965.

1. WHEREAS, THE 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 at Loveland, County of Larimer, State of Colorado, hereinafter called the Mortgagor, is justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the Mortgagee, pursuant to the provisions of the Watershed Protection and Flood Prevention Act of August 4, 1954, as amended (16 USC 1001 through 1008), as evidenced by a certain promissory note, hereinafter simply called "the note," executed by the Mortgagor and payable to the Mortgagee, containing covenants and agreements of the Mortgagor in addition to the promise to pay money, and authorizing optional acceleration of the entire indebtedness upon Mortgagor's breach of any covenant or agreement, said note being described as follows:

<table>
<thead>
<tr>
<th>Date of Note</th>
<th>Principal Amount</th>
<th>Annual Rate</th>
<th>Due Date of Final Installment</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 10, 1965</td>
<td>$650,000.00</td>
<td>3.137%</td>
<td>December 15, 2,015</td>
</tr>
</tbody>
</table>

of the above principal amount, $60,000.00 has been advanced on the date hereof, $95,000.00 is to be advanced on or about March 1, 1966, $350,000.00 is to be advanced on or about October 1, 1966, $60,000.00 is to be advanced on or about December 1, 1966, $30,000.00 is to be advanced on or about October 1, 1967, and the remaining $35,000.00 is to be advanced on or about December 1, 1967.

2. NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof and of any advances made hereunder and any renewals and extensions of any debt secured hereby, all with interest, and to secure the performance of every covenant and agreement of Mortgagor contained herein, in said note, or in any supplementary agreement, Mortgagor does hereby grant, convey, mortgage, and assign unto the Government the following property situated in the State of Colorado, Counties of Larimer and Weld:
PARCEL A: The irrigation system of the Mortgagor, together with all ditches, canals, laterals, reservoirs, diversion works, division boxes, measuring devices and controls, as the same now exists or may hereafter be rebuilt, and all rights of way, easements, licenses, permits, franchises and contract rights appurtenant thereto or used in connection therewith, including but not limited to the following:

1. The Home Supply Canal, diverting water from the Big Thompson River at a point on the right bank thereof, located in the SW1/4SW1/4 of SECTION 2, Township 5 North, Range 70 West, 6th Principal Meridian, and extending thence in a general Southeasterly direction for approximately 38 miles and delivering water to lands lying under said canal, a segment of said canal being owned jointly by the Mortgagor and The Handy Ditch Company, a Colorado corporation, in equal shares, the said segment so jointly owned extending from a point in the SE1/4NW1/4 of SECTION 6, Township 4 North, Range 68 West, 6th Principal Meridian, located approximately 150 feet West of the point of diversion from the canal into the McIntyre Lateral, Easterly for a distance of approximately 8,000 feet to the confluence of the Lake Ditch with said canal, said confluence being in the vicinity of the Southwest Corner of the SE1/4NE1/4 of SECTION 5 of said township and range, and another segment of said canal as the same is to be relocated and reconstructed being subject to a right of the said Handy Ditch Company to convey water therein, extending from the confluence with the Lake Ditch as above described Southeasterly to the intersection of said canal as relocated with the North-South center line of SECTION 9, Township 4 North, Range 69 West, 6th Principal Meridian, according to that certain agreement between the Mortgagor and The Handy Ditch Company dated September 2, 1965, and recorded in the records of Weld County, Colorado, in Book 555 under Reception No. 1477164 and in the records of Larimer County, Colorado, in Book 1304 at page 121.

2. The Lone Tree Reservoir located in SECTIONS 4, 5, 8 and 9, Township 4 North, Range 69 West, 6th Principal Meridian, and the Lake Ditch, extending from the outlet of said reservoir in a general Southeasterly direction to its confluence with the Home Supply Canal as above described.

3. The Mariano Reservoir located in SECTIONS 20 and 21, Township 5 North, Range 69 West, 6th Principal Meridian.

PARCEL B: All water and water rights appurtenant to or used in connection with said irrigation system, including but not limited to, appropriations of water established by adjudications entered in Water District No. 4, Irrigation Division No. 1 of the State of Colorado, for the use of water from the Big Thompson River under the following priority numbers:
Priority No. 50 through the Home Supply Canal in the amount of 278.84 cubic feet of water per second of time with a priority date of July 15, 1881.

Reservoir Priority No. 1 for storage in the Home Supply Reservoir (now known as the Lone Tree Reservoir) in an amount of 400,000,000 cubic feet of water (9,182.7 acre feet) with a priority date of February 1, 1881.

Reservoir Priority No. 3 for the Mariano Reservoir, with a capacity of 180,000,000 cubic feet of water (4,132.2 acre feet), with a priority date of August 1, 1888.
TO HAVE AND TO HOLD said property unto the Mortgagee and its assigns forever.

3. THE MORTGAGOR COVENANTS AND AGREES That:

(a) It is lawfully seized of said property, and has a valid title thereto, and will warrant and forever defend the same against the lawful claim and demands of all persons whomsoever.

(b) It will promptly pay, with interest, all taxes, charges, liens, assessments and encumbrances which now affect, or which may in the future affect, the said property, or the Mortgagee's interest therein, or this mortgage or the indebtedness secured hereby.

(c) It will observe and perform all agreements, covenants and conditions contained herein or in any agreement between the Mortgagor and Mortgagee made in connection with the loan secured hereby.

(d) It will provide, maintain and deliver promptly to the Mortgagee such policies of fire and other insurance as the Mortgagee may require, which policies shall provide for the payment of loss to the Mortgagee, as its interest may appear, upon the buildings or other improvements now situated, or hereafter constructed, upon the said property. At the option and under the direction of the Mortgagee, any proceeds collected under such policies shall be used by the Mortgagor for the replacement or repair of any of the said property which may be damaged or destroyed.

(e) It will commit or suffer no waste of said property, will maintain and keep the same in good condition and repair and will promptly make such repairs thereof as the Mortgagee may require; and will permit the Mortgagee's agents to inspect the said property at any time.

(f) It will comply promptly with all laws, ordinances and regulations affecting said property or its use.

(g) It will expend the whole of the loan secured hereby, or so much thereof as may be needed, solely for the purposes set forth in the application for loan previously made by the Mortgagor to the Mortgagee, or for such purposes as may be set forth in any agreement between the Mortgagor and Mortgagee made in connection with the loan secured hereby.

(h) It will not further encumber or transfer or convey the above described property so long as any part of the loan secured hereby remains unpaid, without first obtaining the written consent of the Farmers Home Administration.

(i) It will establish and maintain an emergency reserve fund in the amount of at least $10,000.00, to be kept separate and apart from all other funds and accounts of the Mortgagor, to be accumulated at the rate of at least $1,000.00 per year. In the event of necessary expenditures from such emergency reserve fund, the Mortgagor agrees to restore the emergency reserve fund to a minimum of $10,000.00 at the yearly rate above specified.
4. PROVIDED, nevertheless, that these presents are upon the express condition that if the Mortgagor shall pay unto the Mortgagor all sums, the payment of which are properly secured by this mortgage, and if it shall fully perform all the terms, covenants and conditions of this mortgage, or of any agreement between the Mortgagor and Mortgagor made in connection with the loan secured hereby, then this conveyance shall be void; otherwise to remain in full force and effect.

5. BUT if the Mortgagor should default in any payment of principal or interest as provided in the said note, or if it should default in any of the covenants under this mortgage, or under any agreement between the Mortgagor and Mortgagor made in connection with the loan secured hereby, or in the event of the insolvency of the Mortgagor, or if, for any reason, the Mortgagor should deem itself insecure, the Mortgagor may, subject to the provisions of the State Statutes in such cases made and provided, immediately (a) declare all sums secured hereby immediately due and payable; (b) make up such defaults in the Mortgagor's covenants as the Mortgagor shall determine; (c) bring an action to foreclose this mortgage; (d) be entitled without further notice to the appointment of a receiver; (e) have the right to take possession of the said property, collect the rents and profits therefrom, and apply them to the debt hereby secured; and (f) sell the property at public or private sale and convey title thereto to the purchaser thereof.

6. The Mortgagor shall have the right to purchase the said property at any foreclosure sale and to set off the amount due hereunder against the purchase price.

7. The word "Mortgagor" shall be construed to include the successors, assigns, officers and agents of the Mortgagor, and the word "Mortgagee" shall be construed to include the assigns and agents of the Mortgagee.

8. The Mortgagor hereby waives all rights of exemption, valuation, stay and moratorium to which Mortgagor may be entitled under the laws of this State.

IN WITNESS WHEREOF, the said Mortgagor has caused its corporate name to be hereunto subscribed by its President and its seal to be affixed and attested by its Secretary on the day and year first hereinabove written.

(S E A L)

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By

President

ATTEST:

Secretary

- 4 -

GPO 837-746
ACKNOWLEDGMENT

STATE OF COLORADO  }  ss.
COUNTY OF LARIMER  }  ss.

The foregoing instrument was acknowledged before me this
____________ day of __________, 19 __, by ______________
________________________ and ____________________________.
President and Secretary, respectively, of THE CONSOLIDATED HOME
SUPPLY DITCH AND RESERVOIR COMPANY.

WITNESS my hand and official seal.

(S E A L)

__________________________
Notary Public

THIS AGREEMENT, made and entered into this 8th day of September, 1965, by and between MARIANNA FARMS, INC., a Colorado Corporation, party of the first part, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado Corporation, party of the second part, is upon the following terms and conditions, to-wit:

WHEREAS, second party now has a right-of-way for its outlet canal from Mariano Reservoir over and across lands owned by first party in the Southeast Quarter, Section 21, Township 5 North, Range 69 West of the 6th P.M., which right-of-way is two hundred feet (200) in width, being 125 feet on the South side of the center line of said canal and 75 feet on the North side of the center line of the said canal, and

WHEREAS, first party is desirous of obtaining permission from second party to relocate a portion of the said canal to enable first party to construct a dam for its proposed reservoir located upon its said premises

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

(1) Second party hereby grants to first party the privilege of moving a portion of the said right-of-way and canal to permit the construction of the reservoir as shown on plan prepared by the United States Soil Conservation Service, which plan is attached hereto and which by specific reference thereto is made a part hereof. The said canal and right-of-way shall be moved northerly only a sufficient distance to clear the base of the proposed dam.

(2) The relocated segment of the said canal shall be constructed at the sole expense of first party and shall be completed and fully ready for use not later than March 15, 1966. The relocated segment of canal shall be constructed in a good and workmanlike manner in accord-
ance with accepted engineering practices and principles for the construction of irrigation canals, with cross section comparable to the existing ditch, all in such a manner that the relocated segment will carry the waters presently carried by the existing ditch undiminished in flow and unimpeded.

(3) First party agrees that it will rip-rap the relocated segment of the canal from the upper end of said segment for a distance of 60 feet downstream thereof. Second party hereby grants to first party the privilege of obtaining the rip-rap material from the quarry owned by second party in the Northwest Quarter of said Section 21. Said material may be obtained by first party without cost but it shall be the obligation of first party to load and transport the same from the quarry to the construction site.

(4) Upon completion of construction of the relocated segment of canal first party shall cause the center line thereof to be surveyed and shall thereupon convey to second party by its quit claim deed an easement based upon the surveyed line being 125 feet South of said line and 75 feet North of said line. At the same time second party shall quit claim to first party the section of canal and right-of-way which is to be replaced by the new segment and new right-of-way.

(5) First party agrees to build into the South bank of the relocated segment of canal a drain tile of minimum diameter of 10 inches to provide for escape of all normal drainage and surface waters which might collect at the base of the South bank of the relocated segment of the said canal. First party further agrees to install a reasonably satisfactory arrangement for catching trash at the upper end of the said tile. Upon completion of the relocated segment of the said canal second party shall thereafter be responsible for the maintenance of the said tile.

(6) First party presently has a right-of-way across the existing right of way of second party’s ditch for the farm supply irrigation
line of first party. First party is hereby granted the privilege of relocating the same at any point it may select on the right-of-way of second party. Provided however, that the said relocated supply line shall consist of a good and sufficient galvanized pipe where it crosses second party's main canal and for a sufficient distance North thereof to provide space for vehicular traffic adjacent to said canal over and across said pipe line, and further provided that such crossing shall be made in a manner as to not interfere with the flow of second party's main canal.

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

MARIANNA FARMS, INC.

By: [Signature]
President

(SEAL)
ATTEST:
[Signature]
Secretary

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: [Signature]
President

(SEAL)
ATTEST:
[Signature]
Secretary
CONTRACT

THIS CONTRACT, made and entered into this 15th day of April, 1965, by and between HERBERT F. BONNELL, party of the first part, and THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY, a Colorado corporation, party of the second part, is upon the following terms and conditions, to-wit:

The party of the first part being the owner thereof, contracts and agrees to sell and the party of the second part contracts and agrees to purchase the following described premises situate in the County of Larimer and State of Colorado, to-wit:

All of the land described on Exhibit A attached hereto and which Exhibit by specific reference thereto is hereby made a part hereof;

for the purchase price as specified on the aforesaid Exhibit A.

The purchase price set forth on Exhibit A shall be paid in the manner following:

Five Hundred Dollars ($500.00) cash in hand paid upon the execution hereof, the receipt whereof is hereby confessed and acknowledged;

An additional sum sufficient to make a total of twenty-nine percent (29%) of the entire purchase price shall be paid upon delivery of possession of said premises to second party;

And the remaining balance shall be paid in cash in full on or before January 2, 1966. The unpaid balance of Seventy-one percent (71%) of the purchase price shall bear interest at the rate of six percent (6%) per annum from the date possession of said premises is delivered to second party until said balance is paid.

Upon payment of the purchase price in full first party shall convey said premises to second party by a good and sufficient warranty deed free and clear of all liens and encumbrances.

First party agrees that title to the said premises shall be merchantable in himself. First party is not obligated to furnish an abstract of title for the said premises but agrees that he will lend to second party his existing abstract for its use in obtaining a new ab-
abstract at its own cost. Second party agrees to have the abstract of title examined and to state any objections to the title within thirty (30) days after said abstract is furnished to it. If upon such examination any material defect in title appears, first party is to be given a reasonable time in which to correct the same, including time for a quiet title action should that be necessary.

Possession of said premises shall be given to second party on December 31, 1965, provided however, that permission is granted to second party for its engineers or surveyors to go upon said premises prior thereto for the purpose of making surveys and investigation thereof.

First party agrees to pay all taxes assessed and to be assessed upon said premises to December 31, 1965. Second party assumes and agrees to pay all subsequent taxes thereon.

It is specifically understood and agreed that first party is not selling to second party any of his water rights or irrigation privileges by this contract. Moreover, it will be necessary to re-locate certain field service laterals and appurtenant structures to permit second party to do the construction work which it is proposes to do. First party grants his permission for the relocation of such ditches and structures but the same shall be accomplished at the sole expense of second party, shall be done in a good and workmanlike manner and at such time so that it will not impair or impede first party's use there-of for irrigation purposes.

Second party agrees to do all the work and pay all expense necessary to reallocate the Colorado-Big Thompson Project water allocated to the premises hereinabove described.

Second party agrees to construct, at the southeasterly side of the right of way of the County Road as re-located, as soon as the same has been re-located, a sturdy barbed-wire fence at least equal to a legal fence.
It is further understood and agreed that time is of the essence of this contract; and, should the party of the second part fail to make any of the payments or fail to perform any of the covenants herein provided, the party of the first part may, at his election, upon giving thirty (30) days notice in writing to the party of the second part of his intention so to do, declare this contract canceled, terminated and forfeited; and all payments theretofore made shall thereupon be taken and accepted as liquidated damages for the breach hereof; provided however, that should the party of the second part, within such thirty (30) day period, make such payment or payments or perform such covenant or covenants in which it may be in default, then this contract is to be reinstated as though no breach hereof had occurred.

This contract shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

First Party

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: John H. Sloan, President

Second Party

ATTEST:

Secretary
EXHIBIT A

LEGAL DESCRIPTION:

That portion of the North Half of Section 32, Township 5 North, Range 69 West of the 6th Principal Meridian 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 to the true point of beginning; thence South 64°00'15" West 2250.52 feet; thence South 89°52'27" West 396.11 feet; thence South 79°01'40" West 1268.52 feet to the beginning of a tangent curve concave to the Southeast having a central angle of 80°28'12" and a radius of 190 feet; thence Southwesterly along the arc of said curve 266.85 feet to the end of said curve; thence tangent from said curve South 1°26'32" East 31.81 feet more or less to a line which bears South 88°33'28" West and passes through the Southwest Corner of the Northwest Corner of the Northwest Quarter of said Section 32; thence along said line South 88°33'28" West 60.00 feet to the Southwest Corner of the Northwest Quarter of said Section 32; thence along the West line of said Section 32 North 1°26'32" West 1334.09 feet more or less to the Northwest Corner of said Section 32; thence along the North line of said Section 32 North 86°40'51" East 2653.05 feet to the North Quarter Corner of said Section 32; thence continuing along the North line of said Section 32 North 89°26'35" East 1260.00 feet more or less to the true point of beginning, except that portion thereof lying between the existing County Road and the main canal of the Consolidated Home Supply Ditch and Reservoir Company (a meets and bounds description for this excepted portion shall be furnished by second party for the PRICE SCHEDULE:

<table>
<thead>
<tr>
<th>Acreage</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.94 acres</td>
<td>$5,926.80</td>
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<tr>
<td>7.61 acres</td>
<td>$ 570.75</td>
</tr>
<tr>
<td>31.34 acres</td>
<td>$3,917.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,415.05</strong></td>
</tr>
</tbody>
</table>

The total price shall be not less than $10,415.05 regardless of any variation in acreage, but if the acreage in any category is found to be greater than these figures first party shall be paid for the excess acreage at the rate specified for that particular tract.

The Consolidated Home Supply Ditch and Reservoir Company

By: John H. Sloan, President

ATTEST:

Herbert F. Bomeli
First Party

THE CONSOLIDATED HOME SUPPLY DITCH
AND RESERVOIR COMPANY

By: John H. Sloan, President

W. R. Kern
Secretary
EXHIBIT B

It is agreed that there should be added the sum of Eight Hundred Fifty-Five Dollars and Eight Cents ($855.08) to the total contract price of Ten Thousand Four Hundred Fifteen Dollars and Five Cents ($10,415.05) set forth on Exhibit A, thereby making the revised contract price Eleven Thousand Two Hundred Seventy Dollars and Thirteen Cents ($11,270.13).

This additional price constitutes an increase of 8.21% and makes the unit price equivalent to that paid to Edwin S. Anderson for his adjacent lands.

Herbert F. Connell
First Party

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: John H. Gray
President

ATTEST:

R. R. Keesler
Secretary
EXHIBIT C
Addendum to Contract

As further consideration for the purchase price to be paid by second party to first party as hereinabove provided, first party grants to second party the privilege of removing from the portion of first party's lands which is specifically excepted from the legal description set forth in Exhibit A, soil and other materials for the purpose of constructing the dam on its proposed reservoir to be constructed upon a portion of these and other premises.

The right hereby granted to second party to remove such soil and other materials therefrom shall expire upon the completion of construction of its said reservoir.

Herbert F. Bonnell
First Party

THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY

By: John H. Sloan, President

ATTEST:

R. R. Knerr
Secretary