The Plumb and Dailey Ditch Company,
c/o Longmont National Bank,
Longmont, Colorado.

Sirs:

Reference is made to your claim for exemption from the payment of the capital stock tax imposed by section 215 of the National Industrial Recovery Act.

In order to be exempt from the payment of capital stock tax, it will be necessary to first determine whether your organization is exempt from filing returns of income under section 103 of the Revenue Act of 1932. It is essential, therefore, that you furnish the following information in the form of an affidavit, sworn to by a principal officer of your organization:

1. Date of incorporation. Oct 1st 1888.
2. Detailed explanation of your actual activities. Furnishing water to mutual stockholders for irrigation purposes.
3. All sources from which income is derived and its disposition. Assessments levied each year on stockholders to pay expenses for care of ditch and headgates.
4. Whether you pay interest or dividends on capital stock, if any, and if so, the rate paid.
   No dividends are paid
5. Whether any income is credited to surplus or may inure to the benefit of any private stockholder or individual. No—only used for expenses
6. Explain what constitutes membership in your organization. Ownership of stock owned by farmers whose land is irrigated by this ditch
7. State the amount of income received by your organization from members during the last year of operation. $826.19
8. State the amount of income received by your organization from nonmembers during the last year of operation. None
Longmont, Colorado.
Jan. 26 1935.

Treasury Department,
Washington, D. C.
Attention Chas. T Russell
Deputy Commissioner,
Refer IT:E:RR-Jel

Sirs:-

This is to certify that I, J. D. Williamson Secretary of The Plumb & Dailey Ditch Company have taken the following information from the books of the Company for answers to questions in your letter of July 9th 1934 in regard to exemption of Capital Stock Tax.

1. Date of incorporation.
   October 1st 1888.

2. Detailed explanation of our activities.
   Furnishing water to mutual stockholders for irrigation purposes only.

3. All sources from which income is derived and its disposition.
   Assessments levied each year on stockholders to pay expenses for the care of ditches and headgates.

4. Whether you pay interest or dividends on capital stock.
   No dividends or interest are paid on stock.

5. Whether any income is credited to surplus or may inure to the benefit of any private stockholder or individual.
   No - all income used for expenses

6. Explain what constitutes membership in your organization.
   Ownership of stock - owned by farmers whose land is irrigated by water from this ditch.

7. State the amount of income received by your organization from members during the last year of operation.
   §826.19 for the year of 1933

8. State the amount of income received by your organization from non-members during the last year of operation.
   None.

9. State whether any surplus water was sold during last year.
   None.

10. All other facts relating to your activities which may affect your status.
    Under Sec. 103 mutual ditch companies are exempt if income is used only expenses.

Copy of articles of incorporation and by-laws have been forwarded to you with former correspondence.

Signed
Secretary-Treasurer.
The Plumb & Wailey Witch Co.,
c/o Longmont National Bank,
Longmont, Colorado.

Gentlemen:

Further reference is made to your capital stock tax return, Form 707, filed under the provisions of section 215 of the National Industrial Recovery Act for the taxable year ended June 30, 1933, and to the additional information submitted in support of your claim for exemption from the tax, which was denied in office letter dated February 16, 1935.

You are advised that the status of a corporation claiming exemption from capital stock tax under the provisions of section 215(c)(1) of the National Industrial Recovery Act is dependent upon its status for Federal income tax purposes under section 103 of the Revenue Act of 1932. Your claim for exemption from capital stock tax was denied in accordance with the ruling of the Income Tax Unit of the Bureau dated January 25, 1935, in which it was held that the corporation was not exempt from filing income tax returns under the provisions of section 103 of the Revenue Act of 1932.

This office is now in receipt of a memorandum from the Income Tax Unit in which it is stated that, after further consideration of the case, it was determined that the corporation was held to be exempt from filing income tax returns under section 103 of the Revenue Act of 1932 and corresponding sections of prior Revenue Acts in its ruling dated July 15, 1935. Inasmuch as a corporation which has been held to be exempt from filing income tax returns under section 103 of the Revenue Act of 1932 is exempt from capital stock tax under the provisions of section 215(c)(1) of the National Industrial Recovery Act, your claim for exemption is sustained, and the ruling contained in office letter dated February 16, 1935, is rescinded.

Capital stock tax returns for subsequent taxable years will
MT: CST: LEE
The Plumb & Dailey Ditch Co.

not be required provided there is no change in the corporation's form of organization or methods of operation.

By direction of the Commissioner.

Respectfully,

[Signature]

D. S. Bliss, Deputy Commissioner.

cc: Denver, Colorado.
Plumb & Daly's Ditch Co.

40 Shares par value $50.00
Cash value $300.00 per share

March 1, 1861 Deuce 7.26 ft
Water Ditch #6
6 miles ditch

App. 800 under irrigation
Carries about 30" to share

1939 Ass't $18.00 per share

\[ \frac{57}{134} \times 3300 \equiv 1500 \times \frac{100}{114} \equiv 7357.50 \]
Statement of the condition of

Assets
About six miles of ditch, with approximately
800 acres under irrigation under this ditch.
This ditch has a Decree of 7.24 cu ft out of
Boulder Creek dated March 1 1861 Water Dist #6.
Each share of stock carries about 30 inches.
Estimated value

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<tr>
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<td>$12,000.00</td>
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Liabilities
40 Shares of common stock par value $50.
Notes payable
Net worth

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<td>2,642.50</td>
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<td>[\begin{array}{c} 12,000.00 \end{array}]</td>
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Respectively submitted
The Plumb & Dailey Ditch Company
By [Signature]
Secretary
J. Byron A. Anderson, Secretary of
State of the State of Colorado, do hereby certify that

PLUMB AND DAILEY DITCH COMPANY

a Colorado Corporation, filed its Articles of Incorporation on March 28, 1912.

I DO FURTHER CERTIFY that the above-named corporation has paid all fees, and is, at the date of this certificate, in good standing as a domestic non-profit corporation and has not since dissolved nor forfeited its charter.

In Testimony Whereof I have hereunto set my hand and affixed the Great Seal of the State of Colorado, at the City of Denver, this Sixteenth day of ----July------ A.D. 1969

Byron A. Anderson
SECRETARY OF STATE

Jeremiah J. Connolly
DEPUTY
RETURN IN SEVEN DAYS TO
BYRON A. ANDERSON
SECRETARY OF STATE
127 STATE CAPITOL
DENVER, COLORADO 80203

Plumb and Dailey Ditch Co.
c/o Niels Jensen
1307 Longs Peak
Longmont, Colo. 80501
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<td>Certificate of Good Standing</td>
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from the desk of

MADELYN BRINKHOFF

Office of the Secretary of State

Dear Mr. Nelson:

I have tried to call you several times, but got no answer.

Plumb and Dailey Ditch Company filed a renewal 4/14/32, so the renewal is unnecessary. I am returning both the document and your check for $3.50.

Sincerely,

[Signature]

78.
CERTIFICATE OF RENEWAL OF DITCH AND RESERVOIR COMPANIES

TO WHOM IT MAY CONCERN:

This is to certify that a special meeting of the stockholders of Plumb & Dailey Ditch Co. was held at Longmont, Colo. on the 29th day of Jan., A.D. 1969, such meeting having been called by the stockholders representing at least 10 per cent (10%) of the entire capital stock of the company outstanding. Notice of such meeting as provided by law, was published at least two successive weeks in a newspaper printed at Longmont, State of Colorado. Represented at such meeting were 37 shares of the capital stock of said company out of a total of 40 shares outstanding. At said meeting a resolution was passed to extend the corporate existence of the said corporation perpetually from and after the date of the expiration of its corporate life, the resolution received a MAJORITY vote of all the outstanding stock of the corporation. The president and secretary were authorized and directed to file under the corporate seal of the company, a certificate of renewal with the Secretary of State of Colorado, and to file a duplicate certificate in the office of the Recorder of Deeds in each county wherein the company may do business in the State of Colorado.

Milton H. Nelson
President.

(Corporate Seal)

[Signature]
Secretary

(continued Page 2)
Subscribed and sworn to before me this 15th day of July, A.D., 1969.


[Signature]
Notary Public

*Corporate existence may be renewed perpetually or for any specified number of years.

FILING FEE: $3.50

Submit the original typed copy only.
In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the company agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

“automobile” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

“bodily injury” means bodily injury, sickness or disease sustained by any person;

“collapse hazard” includes “structural property damage” as defined herein and property damage to any other property at any time resulting therefrom. “Structural property damage” means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

“completed operations hazard” includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. “Operations” include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
(2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
(b) the existence of tools, unfinished equipment or abandoned or unused materials, or
(c) operations for which the classification stated in the policy or in the company’s manual specifies “including completed operations”;

“damages” includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

“elevator” means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

“explosion hazard” includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

“incidental contract” means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

“insured” means any person or organization qualifying as an insured in the “Persons Insured” provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

“mobile equipment” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) subject to motor vehicle registration; or (2) maintained for use exclusively on premises owned or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment; “named insured” means the person or organization named in Item 1. of the declarations of this policy;

“named insured’s products” means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but “named insured’s products” shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;
"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured; "policy territory" means: (1) the United States of America, its territories or possessions, or Canada, or (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state, or nation, or (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory; "products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after installation or possession of such product has been relinquished or withdrawn to any person; "property damage" means injury to or destruction of tangible property; "underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burning, filling, back-filling or plowing. The underground property damage hazard does not include property damage to the insuring interest of the insured insured by independent contractors, or any included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidentals contract.

**SUPPLEMENTARY PAYMENTS**

The company will pay, in addition to the applicable limit of liability: (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability therefor; (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required on

**CONDITIONS**

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof) beginning with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report therefore on shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit:** (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds; (b) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies; (c) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request. The company will pay, in addition to the applicable limit of liability:

4. **Insured's Duties in the Event of Occurrence, Claim or Suit:** (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds; (b) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies; (c) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed $25 per day because of his attendance at hearings or trials at such request.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impaired by the insured or his legal representative. Bankruptcy or the insolvency of the insured or the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the existence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributeth an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss so that each such insurer has paid its last in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
Renewal of Number

No. GLA 5006 7192

Item 1. Named Insured and Address:
- PLUM & DAILEY DITCH COMPANY
  c/o Neils Jensen, Longmont National Bank
  Longmont, Colorado

Item 2. Policy Period: (Mo. Day Yr.)
- From 2-1-70 to 2-1-71
  12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is: □ Individual  □ Partnership  □ Corporation  □ Joint Venture  □ Other:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

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Total Advance Premium for this policy: $ 132.00

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: D. C. Royer Agency
Longmont, Colorado

*Not applicable in Texas 1-19-70  jc

By: Authorized Representative

This part B, with "Policy Provisions—Part A", and Coverage Part(s) and endorsement(s), (if any), issued to form a part thereof, complete(s)
the above numbered policy.
COVERAGE PART

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

COVERAGE FOR PREMISES AND FOR OPERATIONS IN PROGRESS INCLUDING OPERATIONS OF INDEPENDENT CONTRACTORS

Additional Declarations

Location of all premises owned by, rented to or controlled by the named insured (enter "same" if same location as address shown in item I of declarations)

Various

Interest of named insured in such premises (check below)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (enter below)

Office

Schedule

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Coverages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A-Bodily Injury Liability</td>
</tr>
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<td>$25,000</td>
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Advance Premiums

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<th>Bodily Injury</th>
<th>Property Damage</th>
<th>B.I.</th>
<th>P.D.</th>
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<tbody>
<tr>
<td>68.00</td>
<td>64.00</td>
<td>108</td>
<td>102</td>
</tr>
</tbody>
</table>

Code No. Description of Hazards

- (c) 1000 Irrigation Works Operation (Construction on irrigation to be separately rated)

When used as a premium basis:

1. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

2. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

3. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
I. COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence, and the company shall settle any claim or suit as it deems expedient, but the company shall not be obligated to pay as damages to any person unless, after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract, but with respect to bodily injury or property damage occurring while engaged in the business of a workmanlike manner; or

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or

(2) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;

(c) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(d) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any other equipment;

(e) to bodily injury or property damage occurring away from premises owned by, rented to, or controlled by the insured;

(f) to property damage resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolt or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the insured under an incidental contract;

(2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or its indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation;

(2) to a minor;

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(i) to bodily injury to any employee of the insured arising out of and in the course of his employment, and

(j) to bodily injury to any employee or indemnitee of the insured which do not involve

(1) any employee of the insured while acting within the scope of his employment, or

(2) any person (other than an employee of the named insured) or organization while acting as a real estate manager for the named insured;

(k) to property damage to the named insured's products arising out of such premises or any part thereof; or

(l) to property damage to

(1) property owned or occupied by or rented to the insured;

(2) property owned by the named insured;

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written contract or agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(m) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(n) to property damage to the named insured's products arising out of such products or any part thereof;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to bodily injury or property damage included in the completed operations hazard or the products hazard;

(q) to property damage included within

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "o".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is a partner;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member of such partnership or joint venture;

(c) if the named insured is designated in the declarations as an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as a real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law

(i) an employee of the named insured while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and insurable equipment available, either on a primary or excess basis, to such person or organization provided that no person or organization shall be an insured under this paragraph (e) with respect to

(1) bodily injury to any fellow employee of such person injured in the course of his employment, and

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (i) provided that

(1) this insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, 2 persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the schedule will apply to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence, subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in either of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

(1) all property damage arising out of premises or operations rated on a renumeration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and incurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) and (2) above, and separately with respect to each project away from premises owned by or rented to the named insured.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the policy period within the policy territory.
8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUALS-MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Mutuals' Mutual Insurance Association of Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said company. The Annual Meetings are held in its Home Office, on the third Tuesday of April, in each year, at 10:30 o'clock A.M.

MUTUALS-PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

H. H. Forney
Secretary

W. H. Mc. Brain
Exec. Vice-President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging of such equipment or device;

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.
MUTUALS—MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Millers’ Mutual Insurance Association of Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the third Tuesday of April, in each year, at 10:30 o’clock A.M.

MICHIGAN ENDORSEMENT: (In case this policy is written in the State of Michigan, the following applies.)

AMENDMENT OF CANCELLATION CONDITION—It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.
In consideration of the payment of the premium, in reliance upon the statements made a part hereof and subject to all of the terms of this policy, the policy is issued to the named insured as follows:

**DEFINITIONS**

When used in this policy (including endorsements forming a part hereof):

- **automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.

- **bodily injury** means bodily injury, sickness or disease sustained by any person.

- **collapse hazard** includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, caisson work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract.

- **completed operations hazard** includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
  1. when all operations to be performed by or on behalf of the named insured under the contract have been completed.
  2. when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
  3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

a. operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

b. the existence of tools, unused equipment or abandoned or unused materials, or

c. operations for which the classification stated in the policy or in the company's manual specifies "including completed operations".

**damages** includes damages for death and for care and loss of services resulting from bodily injury and damages for loss of use of property resulting from property damage;

- **elevator** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

- **explosion hazard** includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

- **incidental contract** means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

- **insured** means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

- **mobile equipment** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

- **named insured** means the person or organization named in Item 1 of the declarations of this policy;

- **named insured's products** means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;
4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend and give all false statements and give all evidence in connection with the suit or in obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until any loss has been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereupon be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be responsible for any right of contribution or indemnity against any person or organization who may be liable to the insured.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the existence of other insurance.

When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether in primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
Millers’ Mutual Insurance Association of Illinois  
ALTON, ILLINOIS 62002  

PART B GENERAL LIABILITY-AUTOMOBILE POLICY  

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)  
- PLUMB AND DAILEY DITCH COMPANY,  
c/o Neil’s Jensen, Longmont National Bank,  
Longmont, Colorado.

Item 2. Policy Period: (Mo. Day Yr.)  
From 2/1/71 to 2/1/74  
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:  
- Individual  
- Partnership  
- Corporation  
- Joint Venture  
- Other:  

Business of the named insured is: (ENTER BELOW)  
Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

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<th>Coverage Part(s)</th>
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<td>Automobile Medical Payments Insurance</td>
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* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:
  - Effective Date  
  - 1st Anniversary  
  - 2nd Anniversary  
  - $132.00  
  - $132.00  
  - $132.00

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned:  
D. C. Royer Agency,  
Longmont, Colo.  
*Not applicable in Texas  
2/26/71 jd.

Authorized Representative

THIS PART B, WITH “POLICY PROVISIONS—PART A”, AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETE(S)  
THE ABOVE NUMBERED POLICY.

Ptd. in U.S.A.  
(2-1-66)
**MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**

**COVERAGE FOR PREMISES AND FOR OPERATIONS IN PROGRESS INCLUDING OPERATIONS OF INDEPENDENT CONTRACTORS**

For attachment to Policy No. 5006 8802, to complete said policy.

**ADDITIONAL DECLARATIONS**

Location of all premises owned by, rented to or controlled by the named insured (unless same location as address shown in Item 1 of Declarations):

<table>
<thead>
<tr>
<th>Part occupied by named insured</th>
<th>Owner</th>
<th>General Lessee</th>
<th>Tenant</th>
<th>Other</th>
</tr>
</thead>
</table>

Interest of named insured in such premises (check below):

- [ ] Owner
- [ ] General Lessee
- [ ] Tenant
- [ ] Other

**SCHEDULE**

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

### Limits of Liability

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>each person</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>each occurrence</td>
<td>$5,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>aggregate</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

### Bodily Injury Liability

- **A.** Bodily Injury Liability

### Property Damage Liability

- **B.** Property Damage Liability

#### Advance Premiums

<table>
<thead>
<tr>
<th>Bodily Injury</th>
<th>Property Damage</th>
<th>D.I.</th>
<th>P.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td>68.00MP</td>
<td>64.00MP</td>
<td>.135</td>
<td>.128</td>
</tr>
</tbody>
</table>

**Premium Bases**

- Per $100 of Cost

- **Code No.**

- **Description of Hazards**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description of Hazards</th>
</tr>
</thead>
<tbody>
<tr>
<td>G334 - G335</td>
<td>Irrigation Works Operation (construction on irrigation to be separately rated)</td>
</tr>
</tbody>
</table>

### Escalators (Number of Premises)

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Description of Hazards</th>
</tr>
</thead>
<tbody>
<tr>
<td>G334 - G335</td>
<td>Irrigation Works Operation (construction on irrigation to be separately rated)</td>
</tr>
</tbody>
</table>

### Independent Contractors

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Description of Hazards</th>
</tr>
</thead>
</table>

### Form numbers of endorsements attached at issue

<table>
<thead>
<tr>
<th>Total Advance D.I. and P.D. Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>$68.60</td>
</tr>
<tr>
<td>$64.00</td>
</tr>
<tr>
<td>$132.00</td>
</tr>
</tbody>
</table>

When used as a premium basis:

1. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

2. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

3. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

(over)
I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the company shall have the right to settle any suit or claim involved, regardless of the amount claimed to be recovered.

A. Bodily injury

1. To any person for whom the insured is liable, but the company shall have no liability for the payment of any claim or judgment or to defend any suit arising out of any occurrence where the company's liability has been exhausted by payment of judgments or settlements.

2. To the company, its employees, and the employees of the insured while acting within the scope of their employment by the named insured.

B. Property damage

1. To any person for whom the insured is liable, but the company shall have no liability for the payment of any claim or judgment or to defend any suit arising out of any occurrence where the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract, but with respect to bodily injury or property damage occurring which was not assumed by or on behalf of the named insured, in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner and to the extent of the insured's liability, or

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any automobile or aircraft owned or operated by or rented or loaned to the named insured;

(2) Any other automobile or aircraft operated by any person in the course of employment by the named insured, but this exclusion does not apply to the parking of a non-motorized trailer or a mobile home on premises owned by, rented to or controlled by the named insured or the ways immediately adjacent thereto;

(3) Any motor vehicle which is not designed for use on highways;

(c) to bodily injury or property damage arising out of and in the course of the transmission or transportation of materials, parts or equipment furnished in connection therewith;

(d) to property damage to any equipment of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, but with respect to:

(1) liability assumed by the insured under an incidental contract, or

(2) expenses for first aid under the Supplementary Payments provision;

(f) to bodily injury or property damage for which the insured or his or her employee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an employer of employees engaged in the manufacture, distribution, sale or service of such beverages, because of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(g) to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(h) to bodily injury or property damage to any employee of the insured arising out of and in the course of his employment by the insured, but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) to property damage to:

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured has occupied

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage other than to elevators arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(k) to property damage to the named insured's products arising out of such products;

(l) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(m) to bodily injury or property damage included within the completed operations hazard or the products hazard;

(n) to property damage included within:

(1) the underlying property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u";

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of the named insured, unless such person is the sole proprietor;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization acting as real estate manager for the named insured, and all damages because of bodily injury sustained by one person as the result of any one occurrence, but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of liability for property damage liability stated in the schedule as applicable to "each occurrence";

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in either of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

A. The limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

B. The total liability of the company for all damages because of all property damage stated in the schedule as applicable to "each occurrence".

Coverage A—The limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage stated in the schedule as applicable to "each occurrence".

Included in the definition of "bodily injury" and "property damage" are all damages because of bodily injury sustained by a person as the result of any one occurrence, but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of liability for property damage liability stated in the schedule as applicable to "each occurrence".

This insurance does not apply to bodily injury or property damage arising out of

(a) the operation, for the purpose of locomotion, upon a public highway, of a mobile home registered under any motor vehicle registration law;

(b) an employee of the named insured while operating any such equipment in the course of his employment;

(c) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

(d) provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to or controlled by the named insured or 'the employer' of any person described in subparagraph (iii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage stated in the schedule as applicable to "each occurrence".

Each of the following is an insured under this insurance to the extent set forth below:

Coverage A—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY PERIOD, TERRITORY

The insurance provided by this policy shall apply to bodily injury or property damage which occurs during the period within the policy territory.
LIABILITY—AUTOMOBILE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- GARAGE INSURANCE
- MANUFACTURERS’ AND CONTRACTORS’ LIABILITY INSURANCE
- OWNERS’, LANDLORDS’, AND TENANTS’ LIABILITY INSURANCE
- PREMISES MEDICAL PAYMENTS INSURANCE

This endorsement, effective (12:01 A.M., standard time), forms a part of policy No. [policy number].

The insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any escalator at premises owned, rented or controlled by the named insured; but this exclusion does not apply to an escalator at premises which the named insured owns, rents or controls only in part unless the named insured operates, maintains or controls the escalator.
Exclusion

(Contamination or Pollution)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- Comprehensive General Liability Insurance
- Completed Operations and Products Liability Insurance
- Contractual Liability Insurance
- Manufacturers' and Contractors' Liability Insurance
- Owners' and Contractors' Protective Liability Insurance
- Owners', Landlords' and Tenants' Liability Insurance
- Special Protective and Highway Liability Insurance — New York Department of Transportation
- Storekeeper's Insurance

This endorsement, effective [12:01 A.M., standard time], forms a part of policy No.

It is agreed that the insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Authority Representative

[Signature]

[Title]
MUTUALS-PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: dividends so fixed and determined.

MUTUALS-MEMBERSHIP

I. It demonstrates that:

1. Assignment: Assignment of interest under this policy is issued for a period of three years, the

II. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or the company shall be equivalent to mailing.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured’s legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years, the limits of the company’s liability shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER’S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

“hazardous properties” include radioactive, toxic or explosive properties;

“nuclear material” means source material, special nuclear material or by-product material;

“source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

“waste” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“nuclear facility” means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“property damage” includes all forms of radioactive contamination of property.
MUTUALS—MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Millers' Mutual Insurance Association of Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the third Tuesday of April, in each year, at 10:30 o'clock A.M.

MICHIGAN ENDORSEMENT: (In case this policy is written in the State of Michigan, the following applies.)
AMENDMENT OF CANCELLATION CONDITION—It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:
This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.
IN THE DISTRICT COURT IN AND FOR
WATER DIVISION NO. I
STATE OF COLORADO
CASE NO. W-

IN THE MATTER OF THE
APPLICATION FOR
WATER RIGHTS OF GODDING, DAILEY
AND PLUMB DITCH COMPANY,

IN THE SOUTH PLATTE
RIVER OR ITS TRIBUTARIES
TRIBUTARY INVOLVED
BOULDER CREEK,
IN BOULDER COUNTY

1. Name of applicant: Godding, Dailey and Plumb Ditch Company
c/o Milton H. Nelson
Mailing address: 2040 Longs Peak Avenue
Longmont, Colorado 80501

2. Name of ditch or other structure:
Goddning, Dailey and Plumb Ditch

3. Present point of diversion:
"At or on E. Bank of said Creek (Boulder Creek) near S. line
NW4 NW4, Section 31, Township 2 North, Range 68 West.

4. Amount and priority of diversion:
7.24 c.f.s., Priority No. 5, as of March 1, 1861
23.198 c.f.s., Priority No. 26, as of April 1, 1865

5. Proposed change (location or use, or amount and proposed plan
for operation): To a point where West quarter corner of Sec. 31,
Township 2 North, Range 68 West bears N 28°40' W 639' (Note:
This is the actual point of diversion. This application is
made solely to correct a clerical error in the original decree
which described the point of diversion as being on the "E"
bank of Boulder Creek, whereas it has always been in its present loca­
tion on the West bank. No change of use or new irrigated acreage
is involved).

6. Court where original decree entered:
District Court, Boulder County, Colorado.

Filing No.:

7. Date of appropriation: March 1, 1861

8. Date of decree: June 2, 1882

Name and address:
of Applicant
Goddning, Dailey and Plumb Ditch Company
c/o Milton H. Nelson
2040 Longs Peak Avenue
Longmont, Colorado 80501

By: Moses, Wittemyer and Harrison, P.C.
Address: P. O. Box 1440
Boulder, Colorado 80302
Telephone: 443-8782
State of Colorado
County of Boulder ss.

Herman Schleuel, President, being first duly sworn upon oath, deposes and says that he has read the foregoing application, knows the contents thereof and that the same is true.

Subscribed and sworn to before me this 28th day of April, 1973.

My commission expires: ____________________________

[Signature]
Notary Public
I hereby certify that on April 18, 1973, a survey was made under my supervision of the location of the headgate diverting water from Boulder Creek into the Godding, Dailey and Plumb Ditch and found it to be in the Northwest one-quarter of the Southwest one-quarter of Section 31, Township 2 North, Range 68 West of the 6th P.M., Weld County, Colorado, whence the West one-quarter corner of said Section 31 bears North 28° 40' West 639 feet.

ROCKY MOUNTAIN CONSULTANTS, INC.

Harold E. Law, L.S.
IN THE WATER COURT IN AND FOR
WATER DIVISION I, STATE OF COLORADO
CASE NO. W-7373-73

IN THE MATTER OF THE APPLICATION FOR
CHANGE OF WATER RIGHTS OF
GODDING, DAILEY & PLUMB
DITCH COMPANY

IN Boulder Creek, a tributary of the
South Platte River

IN WELD COUNTY

FINDINGS AND RULING
OF THE REFEREE

THIS CLAIM, having been filed with the Water Court of Water
Division I on April 30, 1973 and a hearing having been held before the
Referee on June 13, 1974 and the applicant having appeared at said
hearing by his attorneys, Raphael J. Moses and Charles N. Woodruff, and
evidence in support of the within application having been heard, including
testimony of officers and directors of the applicant and Mr. W. G.
Wilkinson, Division Engineer for Water Division No. 1, and the Referee,
having examined the application and all evidence in support thereof and
being fully advised in the premises, DOES HEREBY FIND:

1. That all notices required by law of the filing of this
application have been fulfilled, and the Referee has Jurisdiction of this
application.

2. That no statement of opposition to said application has been
filed, and the time for filing such statement has expired.

3. That the original decree for the Godding, Dailey and Plumb
Ditch and the first enlargement to said ditch was entered in the District
Court of Boulder County on June 2, 1882; said decree is incorporated
herein by reference as though fully set forth.

4. That the point of diversion for the said Ditch, as described
in the aforesaid original decree, is located "(a)t or on the E. bank of
said (Boulder) Creek near S. line N.W.¼ N.W.¼, Sec. 31, T2N, R68W".

5. That the actual point of diversion of the said Ditch is on the
West bank of Boulder Creek at a point in the NW¼ of the SW¼, Section 31,
Township 2 North, Range 68 West of the 6th P.M., Weld County, Colorado,
whence the W¼ Corner of said Section 31 bears North 28°40' West, 639 feet;
said actual point of diversion having existed, in fact, since the original
construction of the said Ditch, it appearing that there was a clerical error in the original decree locating the point of diversion on the East bank of Boulder Creek and that no injury to other owners or users of decreed absolute or conditional water rights will result from the corrected location of the point of diversion.

6. That there exists in the original decree some ambiguity of language relating to the amount of water decreed to the first enlargement of the Godding, Dailey and Plumb Ditch. Based upon the testimony and exhibits considered by the Referee at the aforesaid hearing the said ditch should be and is entitled to 7.24 cubic feet per second as of March 1, 1861 for the original ditch construction and 23.198 cubic feet per second as of April 1, 1865 as the first enlargement.

7. That there has been no abandonment of any of the water or water rights associated with the Godding, Dailey and Plumb Ditch and the amounts of water entitled to be withdrawn through said Ditch are as specified in paragraph 6 herein.

WHEREFORE, it is the Ruling of the Water Referee that the applicant is entitled to the following Decree:

1. The name and address of the applicant:
   Godding, Dailey and Plumb Ditch Company
   c/o Milton H. Nelson
   2040 Longs Peak Avenue
   Longmont, Colorado 80501

2. The name of the structure:
   The Godding, Dailey and Plumb Ditch

3. The legal description of the point of diversion:
   On the West bank of Boulder Creek in the NW¼ SW¼, Section 31, Township 2 North, Range 68 West of the 6th P.M., Weld County, Colorado, at a point whence the W¼ Corner of said Section 31 bears N 28°40' W, 639 feet.
   a. Length of the ditch: Approximately 3½ miles
   b. Grade of the ditch: Approximately 3 feet to the mile
   c. Course of the ditch: Northeasterly

4. Source of water:
   Boulder Creek, a tributary of the South Platte River

5. Date of appropriation:
   a. Original construction - March 1, 1861
   b. First enlargement - April 1, 1865

6. Amount of water:
   a. Original construction - 7.24 cubic feet per second
   b. First enlargement - 23.198 cubic feet per second
7. Use of water:

Irrigation of lands historically irrigated by the Godding, Dailey and Plumb Ditch as specified in the aforesaid original decree for said ditch.

DATED this 1st day of August, 1974.

[Signature]

STEVEN M. HANNON
Water Referee, Division I

THE COURT DOETH FIND: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: August 21, 1974

[Signature]

JUDGE DONALD A. CARPENTER
Water Judge, Division I

Certified to be a full, true and correct copy of the original in my custody.

Dated: August 27, 1974

Deputy CLERK, WATER COURT DIV.
STATE OF COLORADO
<table>
<thead>
<tr>
<th>COMMISSION COMM.</th>
<th>CO. NO.</th>
<th>POLICY PERIOD</th>
<th>CL &amp; TR</th>
<th>POLICY NUMBER AND DESCRIPTION</th>
<th>PREMIUM CHARGE</th>
<th>CREDIT</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>30</td>
<td>12</td>
<td>2/1/75-76</td>
<td>40 9 5101983 Millers -liability</td>
<td>154.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Paid 2/26/75

CK # 224

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

THE D. C. ROYER AGENCY, INC.
Plumb & Dailey Ditch Co.
c/o Richard L. Frisk
735 Bowen St.
Longmont, Colorado 80501

<table>
<thead>
<tr>
<th>Date</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/25</td>
<td>50 Assessment Notices</td>
<td>3.20</td>
</tr>
</tbody>
</table>

Paid 3/5/75
Check # 225
In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the company agrees with the named insured as follows:

DEFINITIONS

(a) "automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

(b) "bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

(d) "mobile equipment" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, elevator, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, an hoist without a platform outside a building if not related to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

(e) "mobile equipment" means the person or organization named in the declarations made a part hereof and subject to all of the terms of this policy, for which liability is assumed by the named insured under an accidental contract;

(f) "motor vehicle" means a land vehicle (including any machinery or apparatus attached thereto), whether or not in service, and all appliances thereof;

(g) "named insured" means the person or organization named in the declarations made a part hereof and subject to all of the terms of this policy, for which liability is assumed by the named insured under an accidental contract;

(h) "nearby operations hazard" includes any operations (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, (2) arising out of operations performed for the named insured by independent contractors, (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the named insured under an accidental contract.

(i) "operations hazard" includes any operations (1) arising out of the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof, (2) the existence of tools, uninstalled equipment or abandoned or unused materials, or (3) undertaken to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement.

(j) "insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability;

(k) "mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment;

(l) "named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
“occurrence” means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

“policy territory” means:
1. the United States of America, its territories or possessions, or Canada, or
2. international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any country, state, or other nation, or
3. anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

“products hazard” includes bodily injury and property damage arising out of the named insured’s products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after the company files suit.

The company may, in addition to the applicable limit of liability,

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment which accrues after entry of the judgment, and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company’s liability thereon;
(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

SUPPLEMENTARY PAYMENTS

1. Premium: All premiums for this policy shall be computed in accordance with the company’s rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as “advance premium” is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof) terminating with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured’s property and operations at any time. Neither the company’s right to make inspections nor the making thereof nor any report thereof shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured’s books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law.

The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured’s Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company all demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company’s request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which the insured is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured’s obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured’s liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured’s estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share equal to the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured’s rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
No. GLA 510 1983

Item 1. Named Insured and Address:

PLUMB AND DAILEY DITCH COMPANY
% Neils Jensen, Longmont National Bank,
Longmont, Colorado

Item 2. Policy Period:
From 2/1/74 to 2/1/77
12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:
☐ Individual
☐ Partnership
☐ Corporation
☐ Joint Venture  ☐ Other:

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

<table>
<thead>
<tr>
<th>Coverage Part(s)</th>
<th>Coverage Part No(s).</th>
<th>Advance Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Medical Payments Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Automobile Physical Damage Insurance (Dealers)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Automobile Physical Damage Insurance (Fleet Automatic)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Automobile Physical Damage Insurance (Non-Fleet)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Basic Automobile Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Completed Operations and Products Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Automobile Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Comprehensive General Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Personal Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Contractual Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Druggists' Liability Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Elevator Collision Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Farm Employers' Liability and Farm Employees' Medical Payments Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Farmer's Comprehensive Personal Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Farmer's Medical Payments Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Garage Insurance</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue</strong></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>1st Anniversary</th>
<th>2nd Anniversary</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 154.00</td>
<td>$ 154.00</td>
<td>$ 154.00</td>
</tr>
</tbody>
</table>

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned:  D. C. Royer Agency, Inc.
Longmont, Colorado 2/26/74 lg

*Not applicable in Texas

AUTHORIZED REPRESENTATIVE

THIS PART B, WITH "POLICY PROVISIONS—PART A", AND COVERAGE PART(S) AND ENDORSEMENT(S), (IF ANY), ISSUED TO FORM A PART THEREOF, COMPLETE(S) THE ABOVE NUMBERED POLICY.
For attachment to Policy No. 510 1983, to complete said policy.

## ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

### Various

**Interest of named insured in such premises** (CHECK BELOW):  
- [ ] OWNER  
- [ ] GENERAL LESSOR  
- [ ] TENANT  
- [ ] Other

**Part occupied by named insured** (ENTER BELOW):  

**Office**

### SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Liability</th>
<th>Advance Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>A—Bodily Injury Liability</td>
<td>$100,000, each occurrence</td>
<td>$80.00</td>
</tr>
<tr>
<td>B—Property Damage Liability</td>
<td>$25,000, aggregate</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

**Total Advance Premium $154.00**

### General Liability Hazards

<table>
<thead>
<tr>
<th>Description of Hazards</th>
<th>Code No.</th>
<th>Premium Bases</th>
<th>Rates</th>
<th>Advance Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation Works Operation</td>
<td>0251</td>
<td>131</td>
<td>$80.00</td>
<td>74.00</td>
</tr>
</tbody>
</table>

(Construction on irrigation to be separately rated)

### Independent Contractors

<table>
<thead>
<tr>
<th>Number Insured</th>
<th>Per Landing</th>
</tr>
</thead>
</table>

When used as a premium basis:

1. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

2. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

3. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
I. COVERAGE A—BODILY INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies arising out of an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to bodily injury or property damage by the named insured arising out of an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person or persons designated by the named insured;
(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture as designated and any partner or member thereof but only with respect to his or its liability as such; and
(c) any person or firm or other organization which is not designated in the policy as an insured but is added thereto by endorsement and who is an insured as to bodily injury or property damage, the company's liability is not to exceed the limit of property damage liability stated in the schedule as applied to each insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations which sustain bodily injury or property damage, or (3) claims made or suits on account of bodily injury or property damage, the company's liability is not to exceed the limit of property damage liability stated in the schedule as applied to each insured.

Coverage A—The total liability of the company for all damages, including bodily injury and property damage, does not exceed the limit of property damage liability stated in the schedule as applied to each insured.

Coverage B—The total liability of the company for all damages, including bodily injury and property damage, does not exceed the limit of property damage liability stated in the schedule as applied to each insured.
8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or endorse the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply to the personal representative of the named insured, but only under the appointment and qualification of the personal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty days prior such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, and this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

MUTUALS—MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, the company is a member of the Miller's Mutual Insurance Association of Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the third Tuesday of April, in each year, at 10:30 o'clock A.M.

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

E. Remington
Secretary

W. H. McClellan
Exec. Vice-President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.
MUTUALS—MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Millers' Mutual Insurance Association of Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the third Tuesday of April, in each year, at 10:30 o'clock A.M.
The Annual meeting of the Plumb and Dailey Ditch Co. was held February 8th, 1979 at 735 Bowen St. at 10 AM.

In the absence of President Harry Schlagel the meeting was called to order by Milt Nelson.

The minutes of the 1978 meeting were read and were approved as read. The Treasurer's report was circulated to those present and read by the treasurer. Art Callendar moved and Ervin Olson seconded approval. Motion carried.

Under old business:
Ervin reported he had talked to Jules Regnier about seepage into our ditch of Whiterock waste water due to plugged pipe under our ditch. He said Jules doesn't think it is his responsibility. It was then suggested that someone talk to Charles Rasmussen about their making the replacement.

Under new business:
Ervin reported a hole in the bottom of our ditch at County road 16½. Needs to be cleaned out and filled with gravel. He also reported that ditch should not require much cleaning but moss is still a problem. He was instructed to take whatever action is necessary.

The 1979 assessment was discussed. Erv moved it remain at 75.00 per share. Second by Art. Motion carried.

Nomination for a new director was called.
Art nominated Martha Williams. Erv moved nominations be closed and Martha was elected unanimously.

Officers will remain the same for 1979.
Meeting was adjorned at 11:00 AM.

Richard L. Frisk,
Secretary-Treasurer
Plumb + Dailey

Minutes + Financial statements

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The Annual meeting of the Plumb and Dailey Ditch Co. was held February 8th, 1979 at 735 Bowen St. at 10 AM.

In the absence of President Harry Schaefer the meeting was called to order by Milt Nelson.

The minutes of the 1978 meeting were read and were approved as read. The Treasurer's report was circulated to those present and read by the treasurer. Art Callendar moved and Ervin Olson seconded approval. Motion carried.

Under old business:

Ervin reported he had talked to Jules Regnier about seepage into our ditch of Whiterock waste water out to plugged pipe under our ditch. He said Jules doesn't think it is his responsibility. It was then suggested that someone talk to Charles Rasmussen about their making the replacement.

Under new business:

Ervin reported a hole in the bottom of our ditch at County road 16½. Needs to be cleaned out and filled with gravel. He also reported that ditch should not require much cleaning but moss is still a problem. He was instructed to take whatever action is necessary.

The 1979 assessment was discussed. Erv moved it remain at 75.00 per share. Second by Art. Motion carried.

Nomination for a new director was called. Art nominated Martha Williams. Erv moved nominations be closed and Martha was elected unanimously.

Officers will remain the same for 1979.

Meeting was adjorned at 11:00 AM.

Richard L. Frisk
Secretary-Treasurer
PLUMB AND DAILEY DITCH CO.

Treasurer's report of 1979 Operations

BANK BALANCE FEBRUARY 8, 1979 $1877.80

RECEIPTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>ASSESSMENTS</td>
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<tr>
<td>AMOCO CROSSING</td>
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<tr>
<td>STOCK FEE</td>
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<td>1978 CHECK NOT CASHED</td>
<td>30.00</td>
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<td><strong>TOTAL RECEIPTS</strong></td>
<td><strong>$3340.00</strong></td>
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DISBURSEMENTS

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<tr>
<th>Description</th>
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<tr>
<td>DISTRICT 6 ASSESSMENT</td>
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<td>COLO. WATER CONGRESS</td>
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<td>OFFICE</td>
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<td>STOCK FEE</td>
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<td>SUPPLIES</td>
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<tr>
<td>MEETING NOTICE</td>
<td>5.59</td>
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<td>EXTRA DITCH LABOR</td>
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<td>DITCH REPAIRS &amp; MAINT.</td>
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<td>Superintendent</td>
<td>968.00</td>
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<tr>
<td>Internal Revenue</td>
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<td><strong>TOTAL DISBURSED</strong></td>
<td><strong>$3130.64</strong></td>
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BANK BALANCE JAN. 29, 1980 $2087.16

Richard L. Frisk
Treasurer
PLUMB & DAILEY DITCH COMPANY
MINUTES OF ANNUAL STOCKHOLDER'S MEETING

735 BOWEN ST. January 30, 1980

Those present were: Harry Schlagel, Ervin Olson, Martha Williams and Milt Nelson.

President Harry Schlagel called the meeting to order.

The minutes of the 1979 meeting were read and approved as read. The Treasurer's report was circulated and read. The report was accepted on motion of Ervin and second of Martha.

Under old business:
Ervin reported ditch is still leaking at road 16½. He mentioned Oil co.'s have been using Bentonite successfully and Milt offered to investigate. Thinks we can repair it ourselves.

Ervin also reported ditch is sodded in thru Lamar place and should be cleaned. Spillway still needs some repairs and moss is still a problem in slow areas. When ditch is cleaned the roadway on the bank should be bladed to restore road.

Approval was given to renew membership in CWC at $50.00. Harry & Martha to receive bulletins.

Under new business:
The 1980 assessment was discussed and due to balance carried over, Harry moved we leave it at $75.00 per share. Ervin seconded motion. Motion carried.

The superintendent's salary was discussed and Ervin said he was satisfied with the salary of $968.00 but would appreciate a truck allowance of $400.00 from the 4 ditches. As P & D's share Harry moved that we pay $80.00 with the balance to come from the other ditch's. Martha seconded motion and the motion then passed.

The Secretary-Treasurer's salary was discussed and Martha moved and Ervin seconded that it be raised to $200.00 per year. Motion carried.

The election of director was called by Pres. Harry Present director's are; Harry, Erv. & Martha. Since we now elect one director each year for a three year turn the retiring director is Harry.

Martha nominated Harry for a three year term Ervin seconded nomination and moved they be closed and Harry declared elected.

The board then re-elected Harry, President and Ervin as Vice President and Richard L. Frisk as Secretary-Treasurer.

Meeting was adjourned at 11:15 AM.

Richard L Frisk
Secretary
The annual meeting of the stockholders of The Plumb and Dailey Ditch Company was held January 23rd, 1981, at 10:00 A.M. at 735 Bowen Street, Longmont, Colorado.

Those present were Art Callendar for Max Serafini, Harry Schlagel, Ervin Olson and Martha Williams.

The meeting was called to order by President Williams and the minutes were read and approved.

Under old business straightening the ditch was discussed. The Soil Conservation have completed their survey and details are in Milt Nelson's files. They estimate cut and fill of 1,700 cubic yards of material. Mr. and Mrs. Grotar are the new owners of the area affected. He has sketched his idea of changes and has listed items to be done. After discussion it was agreed to talk to them today or to A.S.A.P. regarding all items.

The Board talked to Milt Nelson about calling in Rocky Mountain Consultants and a lawyer to finalize plans and permission agreements.

Ervin Olson reported that the ditch is in pretty good shape. It needs cleaning through Harry Schlagel's to Ervin's. There still is a leak at the wasteway. Also some iron is needed for headgates. The group will check when visiting the Grotars.

Under new business Harry requested correction of the division box on his property. It was suggested trying to jack it up.

The assessment for 1981 was discussed and Harry suggested planning only regular expenses today. The special work proposed for the straightening of the ditch should be assessed later when the project is finalized. Ervin moved $75.00 per share be a preliminary assessment. The motion was seconded by Art Calendar and passed.

The superintendent reported he would be satisfied with the same salary. However, he was voted $80.00 for fuel expense.

The group then moved Richard Frisk be rehired as secretary at the same salary he received in 1980.
The next order of business was election of a director. Ervin Olson nominated Art Callendar. The motion was seconded and carried.

There being no further business the meeting adjourned.

Secretary.

A brief directors meeting followed the stockholders meeting. Martha Williams was elected president and Art Calendar elected vice-president

Meeting adjourned.

Secretary.
Plumb & Dailey Ditch Company

Bank Balance Feb. 1, 1980 $ 2087.16

RECEIPTS:

Assessments $ 2200.00

Note: $ 800.00 of 1980 assessments had been prepaid and are in Bank balance above.

DISBURSEMENTS:

Liab. Insurance $ 304.00
District 6 Asse. 489.00
Ditch Labor 91.00
Ditch Cleaning 1504.00
Secretary 200.00
CWC Dues 50.00
Corp. Report 10.00
Moss Treatment 330.17
Truck Expense 50.00
Superintendent 968.00
Office Expense 8.59
Social Security 52.33

$ 4064.09

Current Bank balance $ 223.07

Richard L. Frisk
Treasurer
The Plumb and Dailey Ditch Co.

Special meeting of Board of Directors

April 8, 1981

President Williams called the meeting to discuss financing of work of relocating ditch as outlined in minutes of special board meeting of March 2nd. Copy of those minutes are attached.

Present were Martha Williams, Harry Schlagel, Milt Nelson, Ervin Olson and Secretary Richard Frisk.

Costs incurred to complete work are listed below:

Turnpike Construction Co.

Cut approx. 1000 Ft. of new ditch, Filling of old ditch and spreading of excess dirt. $4,415.00

New culvert bridge 800.00
Moving REA lines 500.00
Contingencies 285.00

$ 6,000.00

The board voted to levy a special assessment of $150.00 per share rather than borrow the funds.

Since the work has been completed and payment of bills is due, please arrange to have your assessment paid by April 18th.

Richard L. Frisk, Treasurer

Dear Stockholder _______________________

As owner of ____ shares your assessment is $ ______
The Plumb and Dailey Ditch Company

Special Meeting of Board of Directors

March 2, 1981

Present:

Martha Williams  President
Harry Schlagel  Vice-President
Ervin Olson  Director

The meeting was called to discuss the need to straighten our ditch as was discussed at the annual meeting. The river has eroded its banks badly near the big bend in the ditch about one-half mile north of the river diversion dam. The next river high water could possibly wash out the ditch. The Soil Conservation Service has surveyed the straightening by cutting a new ditch through some of the Turnpike land and property belonging to the Drotars for approximately 1,000 feet. About 1,800 yards of material will be moved and the old ditch filled. The R.E.A. would have to relocate one of their towers and a new culvert bridge installed on Drotar's land. The board has obtained permission of the property owners to change our ditch right-of-way. Cost of the complete project is estimated to be $6,000.00.

The board voted unanimously to proceed with the project before we need to run irrigation water. Additional funds are required to be raised by an additional assessment when work has been completed.

The meeting was adjourned at 11:00 A.M.

Richard L. Frisk, Secretary.
The Plumb and Dailey Ditch Company.

Receipts - 1981.

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<tr>
<td>Bank balance 2/1/81,</td>
<td>$ 223.07</td>
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<tr>
<td>Assessments,</td>
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<tr>
<td>Fees,</td>
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<tr>
<td>Special assessments,</td>
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<td>Disbursed 1981,</td>
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<td>Bank balance 2/22/82,</td>
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The Plumb and Dailey Ditch Company.

Disbursements - 1981.

<table>
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<tr>
<td>Superintendent's salary,</td>
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<tr>
<td>Truck Allowance,</td>
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<tr>
<td>Ditch repair,</td>
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<tr>
<td>Insurance,</td>
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<td>Water,</td>
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<td>Office,</td>
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<td>Straighten ditch,</td>
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<td>Service charges,</td>
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<td>CWC dues,</td>
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<td>Legal fees,</td>
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<td><strong>Total</strong></td>
<td><strong>$8,932.87</strong></td>
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The annual meeting of the stockholders of The Plumb and Dailey Ditch Company was held on February 22nd, 1982.

Martha Nelson, Harry Schlagel and Ervin Olson were present and Milt Nelson came in later.

The minutes of the last annual meeting were read and approved. The 1981 financial report was read and accepted.

Under old business Ervin reported there is no special work needed on the ditch. It seems to be in good shape.

Harry Schlagel moved the assessment for 1982 be set at $75.00 per share. Ervin seconded the motion and it carried.

The superintendent's salary was discussed and Ervin said he was satisfied with his present salary but would like $100.00 for truck expenses.

The election of a new director was held and Ervin was reelected for a three year term.

There being no further business, the meeting adjourned.

A brief board meeting was held following the stockholder's meeting. Martha Williams was elected president, Harry Schlagel, Vice-president and Richard L. Frisk, secretary-treasurer.

Other Board Member, Ervin Olson
The Plumb and Dailey Ditch Company.

1983

Receipts.

<table>
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<td>Opening bank balance, 1/1/83</td>
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<td>Assessments</td>
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<td>Ditch crossing</td>
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<td><strong>Total receipts</strong></td>
<td><strong>$5,403.55</strong></td>
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Disbursements.

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<tr>
<td>Times-Call</td>
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<td>Insurance</td>
<td>500.00</td>
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<td>District 6 water user fee</td>
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<td>C.W.C. dues</td>
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<td>Secretary</td>
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<td>Golden Construction Company</td>
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<td>Ervin Olson expense</td>
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<td>Moss poison control</td>
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<td><strong>Total disbursements</strong></td>
<td><strong>$4,385.21</strong></td>
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Bank balance, 1/1/84, $1,018.34
Minutes of the annual meeting of the stockholders of
The Plumb and Dailey Ditch Company.

The annual meeting of the stockholders of The Plumb and Dailey Ditch Company was held on March 2nd, 1983, at 735 Bowen Street, Longmont, Colorado.

Those present were Fred Baldwin, representing Flatiron, Harry Schlagel, Martha Williams and Ervin Olson.

There being a quorum, the meeting was called to order at 10:00 o'clock A.M.

The secretary read the minutes of the 1982 meeting and they were approved as read.

The treasurer read and circulated the financial report which was approved as read.

Under old business, Harry Schlagel and Ervin Olson will send a bill relating to work they performed in straightening the ditch.

Under new business, it was reported the ditch requires cleaning from Road 3 northward. The estimated cost will be $1,000.00.

It was reported by the secretary that both insurance and District 6 water costs will be increased for 1983.

After discussion of other expenses, Harry Schlagel moved and Ervin Olson seconded the motion that an assessment of $120.00 per share be levied for 1983. Motion carried.

It was moved by Harry Schlagel that Ervin Olson and Dick Frisk be reappointed to their respective jobs for 1983.

Since finances are low, stockholders are urged to pay their assessments by April 1st.

There being no further business the meeting adjourned.

[Signature]
Secretary.

A brief directors meeting was held following the stockholders meeting. Harry Schlagel and Fred Baldwin were reelected for three year terms on the board.
Ervin Olson moved that the same officers be retained for the coming year: Martha Williams, president, and Harry Schlagel, vice-president.

Meeting adjourned.

________________________________________
Secretary.