

RESOLUTION NO. 18-_____

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO SIGN THE ASSIGNMENT PROVISION IN AN ERIE COAL CREEK DITCH AND DITCH EASEMENT AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, Morgan Hill Investors, LLC, a Colorado limited liability corporation, is required to pipe an irrigation ditch culvert across and within future Town of Erie right-of-way for the proposed development of Morgan Hill; and

WHEREAS, a ditch and ditch easement agreement is required in order for the ditch facility to be constructed; and

WHEREAS, the ditch company, Erie Coal Creek Ditch and Reservoir Company, has agreed to grant construction access and maintenance obligations to Morgan Hill Investors, LLC; and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to accept assignment of certain provisions of the agreement related to the ditch's crossing of and location with Town of Erie right-of-way from Morgan Hill Investors, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees of the Town of Erie hereby authorizes and directs the appropriate Town official to sign the assignment provision in the Agreement to Modify Ditch and Ditch Easement Between Erie Coal Creek Ditch and Reservoir Company and Morgan Hill Investors, LLC as set forth in the Agreement copy attached hereto, marked "Exhibit A" and incorporated herein by this reference.

Section 2. That accepting the assignment provision in the Agreement is found to be in the best interest of the Town of Erie, and necessary for the preservation of public health and safety.

**ADOPTED AND APPROVED THIS 27th DAY OF MARCH, 2018, BY THE
BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

TOWN OF ERIE,
a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Jessica Koenig, Deputy Town Clerk

Exhibit A
Agreement

**AGREEMENT TO MODIFY DITCH AND DITCH EASEMENT BETWEEN
ERIE COAL CREEK DITCH AND RESERVOIR COMPANY
and MORGAN HILL INVESTORS, LLC**

1. PARTIES. The parties to this Agreement to Modify Ditch and Ditch Easement ("Agreement") are the **ERIE COAL CREEK DITCH AND RESERVOIR COMPANY** ("Ditch Company"), a Colorado nonprofit corporation, and **MORGAN HILL INVESTORS, LLC** ("MHI"), a Colorado limited liability corporation. The Ditch Company and MHI are jointly referred to as "the Parties."

2. RECITALS.

2.1. MHI is the owner of real property which is located in Weld County, Colorado, and described in **EXHIBIT A** ("Property"). MHI plans to develop the Property as a residential subdivision to be known as Morgan Hill.

2.2 MHI acquired the Property by deed recorded at Reception No. 4346982 in the Weld County Real Estate Records on October 25, 2017.

2.3. The Ditch Company owns the Erie Coal Creek Ditch ("Ditch") and its appurtenant easement for the operation, maintenance, repair and replacement of the Ditch ("Ditch Easement"), which is located on the Property. An approximate twenty-seven hundred (2700) foot long segment of the Ditch and the Ditch Easement are located on the eastern portion of the Property ("Eastern Segment"), and an approximate three thousand (3000) foot long segment of the Ditch and the Ditch Easement are located on the western portion of the Property ("Western Segment").

2.4. To facilitate the development of the Property, MHI desires to relocate the entire Eastern Segment and to place such Eastern Segment in an underground pipe within certain rights-of-way and open spaces on the Property, which rights-of-way and open spaces may include improvements such as streets, landscaping, utilities, etc. (the "Installation") as shown on those plans and specifications labeled by Hurst and Associates, Inc as Job Number: 2020-46, dated 2/9/2018, Drawing Name: MHPH1-CV attached to this Agreement as **EXHIBIT B** (the "Plans"). Included in the Plans are the plans to route any overflow from the Ditch at the entrance to the underground pipe, which is part of the Installation, to a detention pond and then, if the water flows out of the detention pond, the route down a natural water way. MHI shall not commence the relocation and construction of the Installation until and unless the condition in section 17 regarding assignment of the financial obligations to a metropolitan district or districts has been completed.

2.5. MHI is planning thirteen (13) permanent utility crossings of the Installation of portions of the Ditch that is being piped underground (i.e. Eastern Segment). These thirteen (13) crossings will be installed and completed in conjunction with the Installation and consist of five (5) sanitary sewer pipes, five (5) potable water pipes and three (3) storm or drainage pipes. The details for such crossings are contained in the Plans.



2.6. Prior to the Installation, MHI desires to install three (3) temporary crossings of the existing Eastern Segment (the "Temporary Crossings"). These three (3) crossings consist of one (1) sanitary sewer pipe under the existing Ditch, one (1) storm or drainage pipe under the existing Ditch and one (1) temporary culvert crossing of the Ditch to allow access over the Ditch. The details concerning those Temporary Crossings are included in the Plans.

2.7. The Western Segment shall remain an open ditch. MHI intends to cross under the Western Segment with three (3) permanent utility crossings of the Western Segment (these three (3) permanent crossings consist of one (1) raw water/reusable water pipe, one (1) sanitary sewer pipe, and one (1) storm or drainage pipe all under the existing Ditch), the details of which are included in the Plans.

2.8. The permanent crossings described in Sections 2.5 and 2.7 are hereinafter referred to as the "Permanent Crossings." It is anticipated that the Permanent Crossings will be dedicated to the Town of Erie ("Erie") after acceptance by Erie and the Ditch Company.

2.9. The crossings of the Ditch described in Sections 2.5, 2.6 and 2.7 are collectively hereinafter referred to as the "Crossings."

2.10. MHI intends to construct an overflow spillway from a detention pond in the northwest corner of the Property which will allow the overflow from Detention Pond B (as labeled in the Plans) into the Western Segment in certain high intensity precipitation events hereinafter referred to as the "Drainage Facilities." The details of the Drainage Facilities are included in the Plans. It is anticipated that the portions of the Drainage Facilities located within the Erie right of way will be dedicated to Erie after acceptance by Erie and the Ditch Company.

WHEREFORE, THE DITCH COMPANY AGREES TO ALLOW MHI TO RELOCATE AND PLACE THE EASTERN SEGMENT IN AN UNDERGROUND PIPE UNDER RIGHTS-OF-WAY AND OPEN SPACES, TO CROSS THE EASTERN SEGMENT AND WESTERN SEGMENT WITH THE PERMANENT AND TEMPORARY CROSSINGS AS OUTLINED ABOVE AND TO CONSTRUCT THE DRAINAGE FACILITIES, SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS SET FORTH IN THIS AGREEMENT. ACCORDINGLY, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

3. CONDITIONS PRECEDENT. Prior to any construction of the Installation, or modification to the Ditch Easement, MHI shall provide the Ditch Company with an executed Subordination Agreement, the form of which is attached hereto as **EXHIBIT C**, from any person and/or entity holding a lien, mortgage and/or deed of trust to the Property described in **EXHIBIT A** on which the Eastern Segment is located. The Subordination Agreement(s) shall be recorded in the real property records of Weld County, Colorado at MHI's expense. If any person and/or entity holds a lien, mortgage and/or deed of trust to the Property, then this Agreement shall not become

effective unless and until the executed Subordination Agreement(s) is/are delivered to the Ditch Company.

4. CONSTRUCTION.

4.1. MHI shall be responsible for the realignment of the Ditch within the Property and the completion of the Installation, Crossings and Drainage Facilities pursuant to the plans and engineering specifications attached hereto as the Plans.

4.2. MHI agrees that the construction of the Installation, Crossings and Drainage Facilities permitted hereunder shall proceed expeditiously and with reasonable diligence from the commencement of construction to its completion. MHI shall commence construction of the Installation, Crossings and Drainage Facilities no earlier than the date of the execution of this Agreement and the fulfillment of the conditions precedent described in ¶3, whichever occurs later, and shall complete the construction no later than December 31, 2023. If the Installation, Crossings and Drainage Facilities are not completed by December 31, 2023, then this Agreement shall expire and be of no further force and effect as to any of the structures not constructed and the license to construct granted hereunder shall terminate unless otherwise agreed to in writing by the Ditch Company. This Agreement shall remain in full force and effect regarding the structures completed by December 31, 2023.

4.3. The Installation, Crossings and Drainage Facilities shall be constructed in such a manner so as not to interfere with the flow of water through the Ditch to the Ditch Company's shareholders. MHI shall be responsible for the carriage of water, including drainage water, across the land while the Installation, Crossings and Drainage Facilities are being constructed. MHI shall pay as liquidated damages one thousand dollars (\$1,000) per day for any day that the Ditch Company has a request for water from a shareholder or shareholders and cannot deliver water to the shareholder or shareholders as a direct and proximate result of the construction agreed to herein.

4.4. Upon completion of the Installation, each Crossing described in Sections 2.5, 2.6 and 2.7 and the Drainage Facilities described in Section 2.10, MHI shall notify Ditch Company of such completion and the Ditch Company shall accept or reject the specified Installation, Crossings and Drainage Facilities no later than thirty (30) days after the receipt of such notice, except for the Installation and the temporary culvert or access crossing on the Eastern Segment which may be accepted or rejected by the Ditch Company any time within thirty (30) days after the Ditch Company has tested these two (2) structures by running water diverted into the Ditch through the two (2) structures. However, Ditch Company shall not be required to accept or to reject the Installation or any Crossing until and unless all fees billed to MHI have been paid pursuant to Sections 7 and 10. Ditch Company shall not unreasonably withhold or delay its acceptances. Ditch Company's acceptance or rejection of the Installation, Crossings and Drainage Facilities shall be in writing. If the Installation, Crossings or Drainage Facilities are rejected, then Ditch Company shall specify the reasons for rejection, MHI shall correct the errors and the above process shall repeat.



4.5. Ditch Company's review and approval of the Plans for the Installation, Crossings and Drainage Facilities is only for the purpose of verifying MHI's compliance with this Agreement and shall not be construed or interpreted as a technical review or approval of the design or construction of the Installation Crossings and Drainage Facilities. Ditch Company's review and approval of the Plans is solely for its own benefit and creates no benefit or right in MHI or any third party. By reviewing and approving the Plans, the Ditch Company is not warranting that the Installation, Crossings and Drainage Facilities, if constructed in accordance with the Plans, will comply with any applicable laws, engineering standards or safety standards. The Ditch Company shall not be liable for any defects in the Plans. Notwithstanding any consents or approvals given to MHI by Ditch Company on the Plans, MHI and its consultants, by preparing any such documents, shall be solely responsible for the accuracy, completeness and all other aspects of the Plans.

5. **PERMITS AND LICENSES.** It is not known whether MHI's construction, repair or replacement of the Installation, Crossings and Drainage Facilities on the MHI Property require any local, state or federal permits or approvals. It is MHI's obligation to investigate and to determine the need for what, if any, such permits or approvals are needed. Prior to beginning construction repair or replacement, MHI shall be responsible, at its own expense, for obtaining all applicable local, state and federal permits or approvals for constructing the Installation, Crossings and Drainage Facilities and for complying with all associated local, state and federal laws and regulations. Permits or approvals include, but are not limited to, land use and environmental laws and regulations.

6. **CONVEYANCE OF EASEMENT DEEDS.**

6.1 Prior to the recordation of a final plat or plats for any portion of the Property upon which the Eastern Segment of the Ditch is or will be located, MHI shall grant to the Ditch Company a thirty foot (30') wide permanent, non-exclusive easement centered on the pipeline which is part of the Installation for the operation, maintenance, repair and replacement of the Installation upon, over and across the Property ("Eastern Segment Ditch Maintenance Easement"). MHI shall effect this grant by executing an easement deed ("Eastern Segment Easement Deed") the form of which is attached hereto as **EXHIBIT D-1**. The Eastern Segment Ditch Maintenance Easement Deed shall not be affected by the recordation of the plat and shall be superior to, and not be affected by, the dedication of any roads, improvements or other parcels or lands to Erie. MHI's grant of the Eastern Segment Ditch Maintenance Easement shall not affect its obligation to complete the construction of the Installation, Crossings and Drainage Facilities to be located thereon and MHI shall have the right to access the Eastern Segment Ditch Maintenance Easement for purposes of construction the Installation, Crossings and Drainage Facilities.

6.2 Prior to the recordation of a final plat or plats for that portion of the Property upon which the Western Segment of the Ditch is located, MHI shall grant to the Ditch Company a twenty-five foot (25') wide permanent, non-exclusive easement extending from the centerline of the Ditch (which is also the western boundary of the land acquired by MHI) to the east for the operation, maintenance, repair and replacement of the Western Segment

as depicted on such final plat or plats. This grant of easement shall not in any way affect the Ditch Company's easement rights from the centerline of the Ditch to the west. MHI shall effectuate this grant by executing an easement deed ("Western Segment Easement Deed") the form of which is attached hereto as **EXHIBIT D-2**.

7. RELOCATION AND LICENSE FEES. As consideration for the Ditch Company agreeing to the Installation, Crossings and Drainage Facilities, MHI shall pay to the Ditch Company the following amounts on the following schedule:

	Structure	Amount	Payment Date
1.	Relocation of the Ditch accomplished by the Installation	\$50,000	Within 30 days of recordation of a final plat for the Property which requires the Ditch to be relocated or prior to commencement of construction of the Installation, whichever occurs first
2.	Each Temporary Crossing of the Eastern Segment (3 Temporary Crossings)	\$2,500 per crossing	Within 30 days of recordation of a final plat for the Property which requires the crossings or prior to commencement of construction of each crossing, whichever occurs first
3.	Each Permanent Crossing of the Eastern Segment (13 permanent crossings)	\$0 per crossing	Not applicable
4.	Each Permanent Crossing of the Western Segment (3 permanent crossings)	\$2,500 per crossing	Within 30 days of recordation of a final plat for the Property which requires the crossings or prior to commencement of construction of each crossing, whichever occurs first
5.	Drainage Facilities Discharge into the Western Segment	\$2,500	Within 30 days of recordation of a final plat for the Property which requires the Drainage Facilities or prior to commencement of construction of the Drainage Facilities, whichever occurs first

8. MAINTENANCE.

8.1. MHI specifically agrees and pledges to maintain, to repair and to replace the Installation and Permanent and the Temporary Crossings located within the Eastern Segment Ditch Maintenance Easement and the Drainage Facilities and to remove the Temporary Crossings upon completion of the Installation and Permanent Crossings of the Eastern Segment. MHI is specifically responsible to repair any damage to the Ditch or the Ditch Easement caused by any overflow from the stormwater detention pond that it intends to install adjacent to the Ditch.

8.2. Except in the event of an emergency as defined in ¶ 8.3 and 8.4, if MHI fails to maintain, to repair or to replace any portion of the Installation and Crossings within the Eastern Segment Ditch Maintenance Easement or the Drainage Facilities for which they are responsible after ten (10) days' notice, then the Ditch Company may, at its own option, conduct its own maintenance, repair or replacement, except that if MHI fails to clean the trash rack installed at the entry to the Installation, the Ditch Company may clean the trash rack immediately and without notice to MHI so as to avoid water spilling out of the Ditch at the location of the trash rack. MHI shall reimburse the Ditch Company for the reasonable cost of such work within thirty (30) days of receipt of an invoice with supporting evidence of charges incurred. In the event that MHI fails to maintain, to repair or to replace the Installation including the trash rack, Crossings and Drainage Facilities, then MHI shall be held liable for any loss, damage or injury to the Ditch Company that is the direct and proximate cause of said failure to maintain, repair or replace the Installation. If the Ditch Company conducts its own maintenance, repair or replacement, the Ditch Company does not waive the right to hold MHI liable for damages caused by MHI's failure to maintain, to repair and to replace the Installation, Crossings and Drainage Facilities.

8.3. In the event of an emergency, Ditch Company and MHI may conduct immediate maintenance or repair of the Installation and Crossings within the Eastern Segment Ditch Maintenance Easement and Drainage Facilities, but must give notice to the other parties as soon as possible to the maintenance contacts identified in sections 8.5. and 8.6. If Ditch Company conducts the emergency work, MHI shall reimburse Ditch Company for the reasonable cost of work within thirty (30) days of billing with supporting evidence of charges incurred. Under no circumstances shall Ditch Company be responsible or held liable for damages to the Installation Crossings and Drainage Facilities resulting from such maintenance or repair, unless such damages are the result of Ditch Company's negligence or willful misconduct.

8.4. For the purposes of ¶ 8.3 an emergency is defined as: a) a situation which impacts the ability of the Ditch Company to take delivery of water when such water is legally available under the laws of the State of Colorado; or b) as a situation that becomes known that presents an immediate threat to the public health or safety.

8.5. MHI shall at all times maintain with the Ditch Company the name, address and telephone number of people who shall be responsible for fulfilling the maintenance responsibilities set forth in this Agreement. The initial responsible people will be the following:

MHI:
Morgan Hill Investors, LLC
Jon Lee
303-442-2299 (office)
303-588-4102 (cell)
E-mail: jonrlee@MHIColorado.com

The Ditch Company's contact persons for emergency and/or maintenance matters are:

Jody Lambert
Office: 303-926-2882
Cell: 303-591-8600
E-mail: jlambert@erieco.gov

Russell Pennington
Office: 303-926-2878
E-mail: rpennington@erieco.gov

Wolfgang Paul
Home: 303-828-3864

Either party or its assignees may give notice of a change of its responsible person at any time pursuant to the notice provisions of Section 13.

8.6. MHI shall place no additional structures other than the Installation, the streets and any landscaping shown in the engineering specifications attached as the Plans within the Eastern Segment Ditch Maintenance Easement without the Ditch Company's prior written approval. The Ditch Company shall not be liable for damage to the streets or other improvements that results from the operation, maintenance, repair or replacement of the Ditch within the Eastern Ditch Maintenance Easement.

8.7. Ditch Company, at its sole cost and expense, shall continue to maintain and repair the Western Segment except that MHI, at its sole cost and expense, shall be responsible for any required maintenance, repair or replacement of the Permanent Crossings of the Western Segment permitted herein. The provisions of Sections 8.1 through 8.8 above shall control the maintenance, repair and replacement of those structures installed on the Western Segment. Ditch Company shall be specifically allowed to continue to be allowed to deposit the material removed from the Ditch as part of its operation and maintenance of the Western Segment within the Western Segment Ditch Maintenance Easement. If MHI desires to remove the material from the Western Segment Ditch Easement it may do so.

8.8. In the event that any maintenance, repair or replacement of the Installation, Crossings or Drainage Facilities is required that requires an Erie permit, MHI or its assigns shall be solely responsible for obtaining the permit and complying with all requirements of Erie including but not limited to the repair or replacement of streets, roads or other public improvements that may be damaged or impaired by the maintenance, repair or replacement activity.

9. INSPECTION.

9.1. MHI shall notify Ditch Company at least five (5) days prior to commencing any construction of, or any replacement or repair of, the Installation, Crossings and Drainage Facilities permitted by this Agreement, except for emergency repairs provided for in ¶ 8.3

and 8.4 of this Agreement. Such notice shall be given by e-mail to the first two contacts in section 8.6. If MHI fails to give this notice prior to any construction or any replacement or repair, upon request of the Ditch Company it shall excavate soil or any other fill material at its own expense so that the work that it failed to give notice of may be inspected and upon request of the Ditch Company, it shall remove the construction so that the construction may be inspected by the Ditch Company in real time.

9.2. Ditch Company is permitted to inspect the Installation, Crossings and Drainage Facilities or replacement and repairs of the Installation, Crossings and Drainage Facilities during and after construction. Ditch Company's right to inspect in no way relieves MHI of its liability for improper construction or maintenance. Ditch Company's inspection is solely for the benefit of Ditch Company and creates no obligation to MHI or any third party.

10. REIMBURSEMENT.

10.1. MHI shall reimburse the Ditch Company (or pay directly) for the following costs and expenses: all reasonable attorney fees incurred by the Ditch Company in preparing, approving and insuring compliance with this Agreement; all reasonable engineering fees incurred by the Ditch Company reviewing the Plans; all inspection fees incurred by the Ditch Company and all costs associated with billing and collecting these amounts for the Ditch Company. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to the remedy provided for in Section 19 hereof.

10.2. Costs chargeable to MHI shall be paid within thirty (30) days of the billing date. If payment has not been received by Ditch Company within thirty (30) days, then MHI shall have breached this Agreement and Ditch Company may institute legal proceedings to collect the amount due and owing. In such proceeding, Ditch Company shall be entitled to its costs and reasonable attorney fees from MHI.

11. LIABILITY AND INDEMNIFICATION.

11.1. By virtue of entering into this Agreement, Ditch Company, except as otherwise provided in this Agreement: a) assumes no liability for use, operation or existence of the Installation, Crossings and Drainage Facilities; b) assumes no liability for MHI's construction of the Installation, Crossings and Drainage Facilities maintenance activities as set forth in ¶4 and 8; and c) assumes no additional responsibilities or obligations related to MHI's future or additional activities on the Property that are required or permitted by this Agreement except for damages or injury caused by negligent acts or omissions or by intentional acts of the Ditch Company, its agents, assigns or employees.

11.2. MHI agrees to indemnify and to hold harmless Ditch Company (including its officers, directors, employees and agents) and its successors and assigns for any claims, demands, awards, judgments of any kind or nature, defense costs including reasonable attorneys' fees for damage or for injury to persons or property arising from or caused directly or indirectly by MHI's construction, maintenance, repair and replacement of the

Installation, Crossings and Drainage Facilities shown in the engineering specifications attached as the Plans and MHI's, occupancy and use of the Property, specifically including any damages resulting from an overflow at the entry into the Installation except for damages or injury caused by acts or omissions constituting negligence or intentional acts of the Ditch Company, its agents, assigns or employees.

11.3. MHI shall indemnify Ditch Company for any and all costs, damages, fines and fees including reasonable attorneys' fees incurred by Ditch Company, but excluding exemplary, punitive or consequential damages, including lost profits, as a result of MHI's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations as specified in ¶5.

12. **TERM.** This Agreement shall be perpetual unless modified by Court Order, modified by written consent of the Parties or if expired pursuant to ¶4.2.

13. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing. Notice shall be deemed to have been sufficiently given for all purposes when: a) sent by certified or registered mail, postage and fees prepaid, addressed to the party at the address listed below; or b) when hand-delivered to the party at the address listed below or when delivered by electronic means (e-mail) to the party at the email address listed below. Either party may change its notice information by providing notice to the other party pursuant to the provisions of this Agreement.

DITCH COMPANY:

Erie Coal Creek Ditch and Reservoir Company
Attn: Dan Grant, Secretary
P.O. Box 119
Longmont, CO 80502-0119
E-mail: drnglg@msn.com

COPIES TO:

Lyons Gaddis
Attn: Jeffrey J. Kahn
P.O. Box 978
Longmont, CO 80502-0978
E-mail: jkahn@lyonsgaddis.com

and:

Russell Pennington, President
Town of Erie Planning and Development
Department
150 Bonnell Avenue
Erie, CO 80516
E-mail: rpennington@erieco.gov

MHI:

Morgan Hill Investors, LLC
Attn: Jon Lee
2500 Arapahoe Avenue, Suite 220
Boulder, CO 80302
E-mail: jonrlee@MHIColorado.com

COPY TO:

Preeo Silverman Green & Engle, PC
Attn: Robert L. Preeo
6465 Greenwood Plaza Blvd., Suite 1025
Centennial, CO 80111
E-mail: bob@preeosilv.com

14. DIVERSION STRUCTURES. The Ditch Company acknowledges that MHI may use water decreed to the Ditch for irrigation of rights-of-way, open spaces and/or parks located within the Property provided the use is permitted under Colorado water law and the Ditch Company's bylaws, rules, regulations, and policies. The Parties acknowledge that the Ditch Company's bylaws, rules, regulations, and policies govern the installation of temporary and permanent diversion structures in the Ditch. Before MHI installs any diversion structures in the Ditch, MHI shall comply with the Ditch Company's bylaws, rules, regulations and policies.

15. THIRD PARTY BENEFICIARY. The Parties acknowledge that the Ditch Company's shareholders, as owners of the water rights delivered by the Ditch, are intended to be third party beneficiaries of this Agreement, but may only enforce the terms of this Agreement through the Ditch Company. MHI shall have no responsibility to inform, respond to or otherwise deal with any third-party beneficiaries hereof.

16. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their legal representatives, successors, and assigns, specifically including, without limitation any metropolitan districts. The assignment to a metropolitan district that is subject to the constitutional provisions of the Taxpayers Bill of Rights ("TABOR") shall be subject to a condition precedent upon such district having achieved compliance with TABOR regarding the assumption of the financial obligations arising under this Agreement. However, nothing in this Section shall be construed to permit the assignment or delegation of this Agreement except as specifically authorized in this Agreement.

17. ASSIGNMENT. This Agreement and the obligations set forth herein shall be assigned by MHI to a metropolitan district with a written acceptance by the assignee and notice in writing to Ditch Company at or before the date that the Installation, Crossings and Drainage Facilities have been constructed and accepted by the Ditch Company pursuant to ¶4.4 or MHI has abandoned the ability to construct one or more of them. Regardless of an assignment, MHI shall continue to be liable for all fees and amounts due pursuant to Section 7 and Section 10 which were incurred prior to notice to the Ditch Company of the assignment, and the Eastern Ditch Maintenance Easement has been conveyed pursuant to Section 6. It is anticipated that the Permanent Crossings and portions of the Drainage Facilities located within Erie right of way will be dedicated to Erie and Erie will specifically assume the maintenance responsibilities for those structures subject to the other obligations of this Agreement. However, Erie shall have no responsibilities hereunder unless it accepts the Permanent Crossings and portions of the Drainage Facilities along with the obligations hereunder in writing. Any assignee shall specifically assume all maintenance obligations pursuant to ¶8 and any assignee except Erie shall assume the liability and indemnification obligations in ¶11. In order to ensure that a metropolitan district can perform the continuing financial obligations assumed by assignment of this Agreement, the metropolitan district must comply with TABOR. The compliance with TABOR regarding the assumption of the financial obligations arising under this Agreement must be satisfied prior to the commencement of the construction of the Installation and evidence of that compliance must be provided to the Company prior to the commencement of construction of the Installation. Upon assignment to a metropolitan district, and satisfaction of the above conditions, MHI shall have no further responsibility or liability hereunder, except for any obligations that accrued on or before the date

of the assignment. MHI may only assign its obligations to a metropolitan district and is not permitted to assign to another entity including any Homeowner's Association.

18. RECORDATION. This Agreement shall be recorded in the real property records of Weld County, Colorado at MHI's expense.

19. ATTORNEY FEES. If any party breaches this Agreement, the breaching party shall pay all of the non-breaching party's reasonable attorney fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

20. WAIVER OF BREACH. Any party's waiver of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

21. EXHIBITS. All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes and include the following:

Exhibit A: Legal Description of Property (2 pages)

Exhibit B: Installation Plans: Job Number: 2020-46, dated 2/9/2018, Drawing Name: MHPH-CV (19 pages)

Exhibit C: Form of Subordination Agreement (5 pages)

Exhibit D-1: Form of Eastern Segment Easement Deed (2 pages)

Exhibit D-2: Form of Western Segment Easement Deed (2 pages)

22. SEVERABILITY. If any clause, sentence, term, condition, covenant or provision of this Agreement is held to be illegal, null or void by a court of competent jurisdiction, then the remaining portions of this Agreement shall remain in full force and effect.

23. CAPTIONS FOR CONVENIENCE. All headings and captions are for convenience only and have no meaning in the interpretation or effect of this Agreement.

24. MODIFICATIONS. This Agreement can only be amended or modified in writing by the Parties.

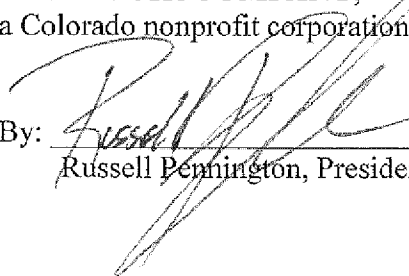
25. FACSIMILES AND COUNTERPARTS. This Agreement may be executed by facsimile. Facsimile signatures shall be treated as original signatures for all purposes. This Agreement may be executed in counterparts. All counterparts shall, when taken together, be deemed as one Agreement for all purposes.

26. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado.

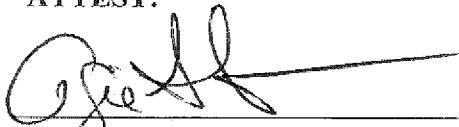
Dated: 2/19/18



**ERIE COAL CREEK DITCH AND
RESERVOIR COMPANY,**
a Colorado nonprofit corporation

By: 
Russell Pennington, President

ATTEST:


Angela R. Swanson, Secretary

MORGAN HILL INVESTORS, LLC
a Colorado limited liability corporation

By: [Signature]
Its: Authorized Representative

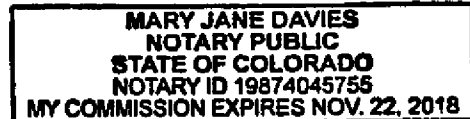
STATE OF COLORADO)
) ss.
COUNTY OF Boulder

The foregoing instrument was subscribed and sworn to before me this 19th day of February 2018,
by Jon Lee as Authorized Representative Morgan Hill
Investors, LLC.

Witness my hand and official seal.

My commission expires: 11-22-2018

[Signature]
Notary Public



SUBJECT TO AND UPON THE TOWN'S AND DITCH COMPANY'S FINAL WRITTEN ACCEPTANCE OF THE CROSSINGS AND PORTIONS OF THE DRAINAGE FACILITIES LOCATED WITHIN THE TOWN OF ERIE RIGHT OF WAY THAT ARE THE SUBJECT OF THE FOREGOING AGREEMENT, THE TOWN OF ERIE AGREES TO ACCEPT AN ASSIGNMENT FROM MHI OR ITS SUCCESSORS OF THE CROSSINGS AND PORTIONS OF THE DRAINAGE FACILITIES LOCATED WITHIN THE TOWN OF ERIE RIGHT OF WAY AND BE BOUND BY THE FOREGOING AGREEMENT EXCEPT ANY INDEMNITIES HEREIN, INCLUDING BUT NOT LIMITED TO THOSE IN PARAGRAPHS 11.2 AND 11.3.

TOWN OF ERIE

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7 FROM WHENCE THE NORTHEAST CORNER LIES N89°42'31"E, 2,627.25 FEET (BASIS OF BEARINGS);

THENCE N89°42'31"E, 2,587.24 FEET ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF WELD COUNTY ROAD 3 THE FOLLOWING EIGHT COURSES:

- 1) S00°56'30"W, 1,094.48 FEET;
- 2) N89°03'30"W, 5.00 FEET;
- 3) S00°56'30"W, 400.00 FEET;
- 4) N89°03'30"W, 5.00 FEET;
- 5) S00°56'30"W, 300.01 FEET;
- 6) S89°03'30"E, 5.00 FEET;
- 7) S00°56'30"W, 819.78 FEET;
- 8) S45°40'45"W, 42.62 FEET;

THENCE N89°35'04"W, 3,345.34 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10.5:

THENCE NORTHERLY ALONG THE APPROXIMATE CENTERLINE OF THE COTTONWOOD EXTENSION IRRIGATION DITCH THE FOLLOWING THIRTY-NINE COURSES:

- 1) N39°24'29"W, 40.78 FEET;
- 2) N26°38'23"W, 135.20 FEET;
- 3) N13°53'36"W, 158.68 FEET;
- 4) N36°23'43"W, 31.70 FEET;
- 5) N59°52'05"W, 62.16 FEET;
- 6) N53°03'38"W, 85.80 FEET;
- 7) N04°51'35"W, 61.01 FEET;
- 8) N51°35'2B"E, 155.73 FEET;
- 9) N28°20'58"E, 261.76 FEET;
- 10) N26°39'54"W, 47.96 FEET;
- 11) N74°15'05"W, 227.61 FEET;
- 12) N47°24'4B"W, 137.09 FEET;
- 13) N74°40'43"W, 112.08 FEET;
- 14) N49°11'34"W, 56.76 FEET;
- 15) N14°32'25"E, 235.64 FEET;

16) N72°08'01"E, 158.71 FEET;
17) N53°54'06"E, 50.99 FEET;
18) N34°52'42"E, 225.05 FEET;
19) N17°48'58"E, 23.12 FEET;
20) N07°00'02"W, 40.81 FEET;
21) N33°54'02"W, 71.50 FEET;
22) N39°36'41"W, 129.87 FEET;
23) N26°45'46"W, 45.48 FEET;
24) N10°53'00"W, 47.78 FEET;
25) N09°53'00"E, 101.59 FEET;
26) N30°12'45"E, 230.36 FEET;
27) N47°57'28"E, 85.66 FEET;
28) N59°51'01"E, 165.88 FEET;
29) N32°03'18"E, 35.53 FEET;
30) N05°46'02"W, 34.26 FEET;
31) N22°03'27"W, 35.67 FEET;
32) N01°16'55"E, 37.91 FEET;
33) N43°16'32"E, 62.61 FEET;
34) N60°37'03"E, 83.57 FEET;
35) N78°42'40"E, 123.21 FEET;
36) N82°06'59"E, 105.09 FEET;
37) N75°47'10"E, 52.30 FEET;
38) N53°02'56"E, 18.25 FEET;
39) N28°58'49"E, 15.57 FEET;
THENCE N89°50'02"E, 366.91 FEET ALONG THE NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 214.88 ACRES,
MORE OR LESS.

DESCRIPTION BY:

BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF:
HURST & ASSOCIATES, INC.
2500 BROADWAY, SUITE B, BOULDER CO 80304

DATE:	2020-46			
SCALE:	N/A			
SHEET NO:	2			
	DATE: 2/9/2018			
	DESIGNED BY: JJ	DRAWING NAME: H&PH-NOTES	APPROVED BY: JJ	
	DRAWN BY: TA			

MORGAN HILL FILING 1	IRRIGATION DITCH IMPROVEMENTS	CONSTRUCTION NOTES	COMMUNITY DEVELOPMENT GROUP
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HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 South Public Rd, Suite B
Lafayette, CO 80026
303.449.9105

[illegible]

---	---	
BY	DATE	

72 HOURS BEFORE
CALL THE UTILITY N
CENTER OF COLORADO
811
DAS ELECTRIC TELEPH
PARKHILL EASTERN P

SCALE VERIFICATION
BAR IS ONE INCH
ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

GENERAL NOTES - GRADING

- [illegible]

GENERAL NOTES - ROADWAY

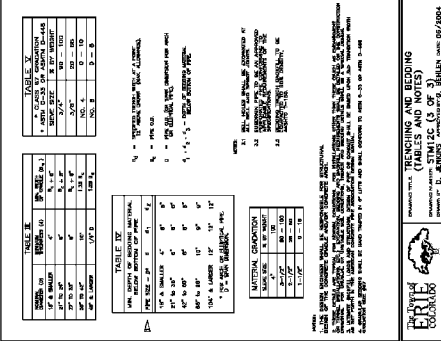
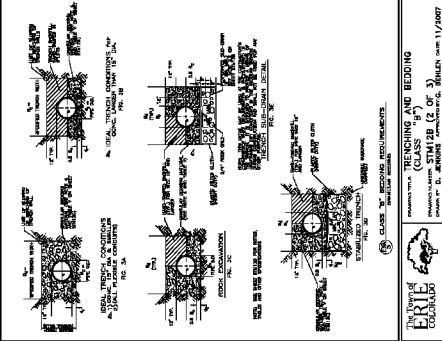
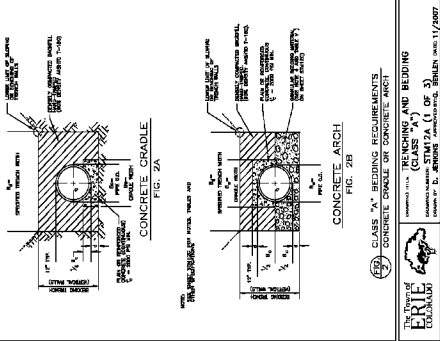
4. FILL INSPECTION AFTER THE FILL PLACEMENT IS STARTED, BUT BEFORE THE FILL EXCEEDS TEN (10) FEET:
- GENERAL NOTES - ROADWAY**
- ALL STANDARDING IS BASED ON CANTERBURY ROADWAYS UNLESS OTHERWISE NOTED.
1. THE CONTRACTOR SHALL PREPARE THE SUBGRADE BY REMOVING THE UPPER SIX (6) INCHES OF THE SUBGRADE IN SOFT AREAS WITH LITTLE OR NO FILL UNLESS SPECIFIED IN THE SOILS REPORT. THE WORK SHALL CONFORM TO THE COMMAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
2. THE SUBGRADE SHALL NOT BE CONSTRUCTED UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN INSTALLED, TESTED AND ACCEPTED BY THE TOWN OF GREENSBORO.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO SUPERVISE AND CERTIFY THAT PROPER COMPACTATION HAS BEEN OBTAINED BY SUBGRADES AND FILL. THE CONTRACTOR SHALL SUBMIT A PROPOSED PLAN AND SPECIFICATIONS FOR THE PROPOSED SUBGRADE AND FILL. THE PROPOSED PLAN AND SPECIFICATIONS SHALL INCLUDE THE FOLLOWING:
- A. A WELL-DEFINED AND PAYMENT DESIGN IS ACCEPTED BY THE TOWN OF GREENSBORO.
- B. THE PROPOSED PLAN AND SPECIFICATIONS SHALL BE SUBMITTED TO THE TOWN OF GREENSBORO PRIOR TO "PROOF" ROLLS.
- C. ALL COMPACTION TESTS HAVE BEEN SUBMITTED TO THE TOWN OF GREENSBORO PRIOR TO "PROOF" ROLLS.
- D. "PROOF" ROLLS ARE PERFORMED USING A MINIMUM AXLE (5) TON TRUCK AND MONITORED BY THE TOWN OF GREENSBORO STAFF.
- E. ALL CONCRETE SHALL BE RESPONSIBLE FOR ADJUSTING ALL UTILITY MANHOLE COVERS AND ACCESS LIDS TO GRADE.
- F. ALL CONCRETE SHALL BE A MINIMUM OF CLASS X IN CONFORMANCE WITH CDD STANDARD SPECIFICATIONS.

GENERAL NOTES - CONSTRUCTION

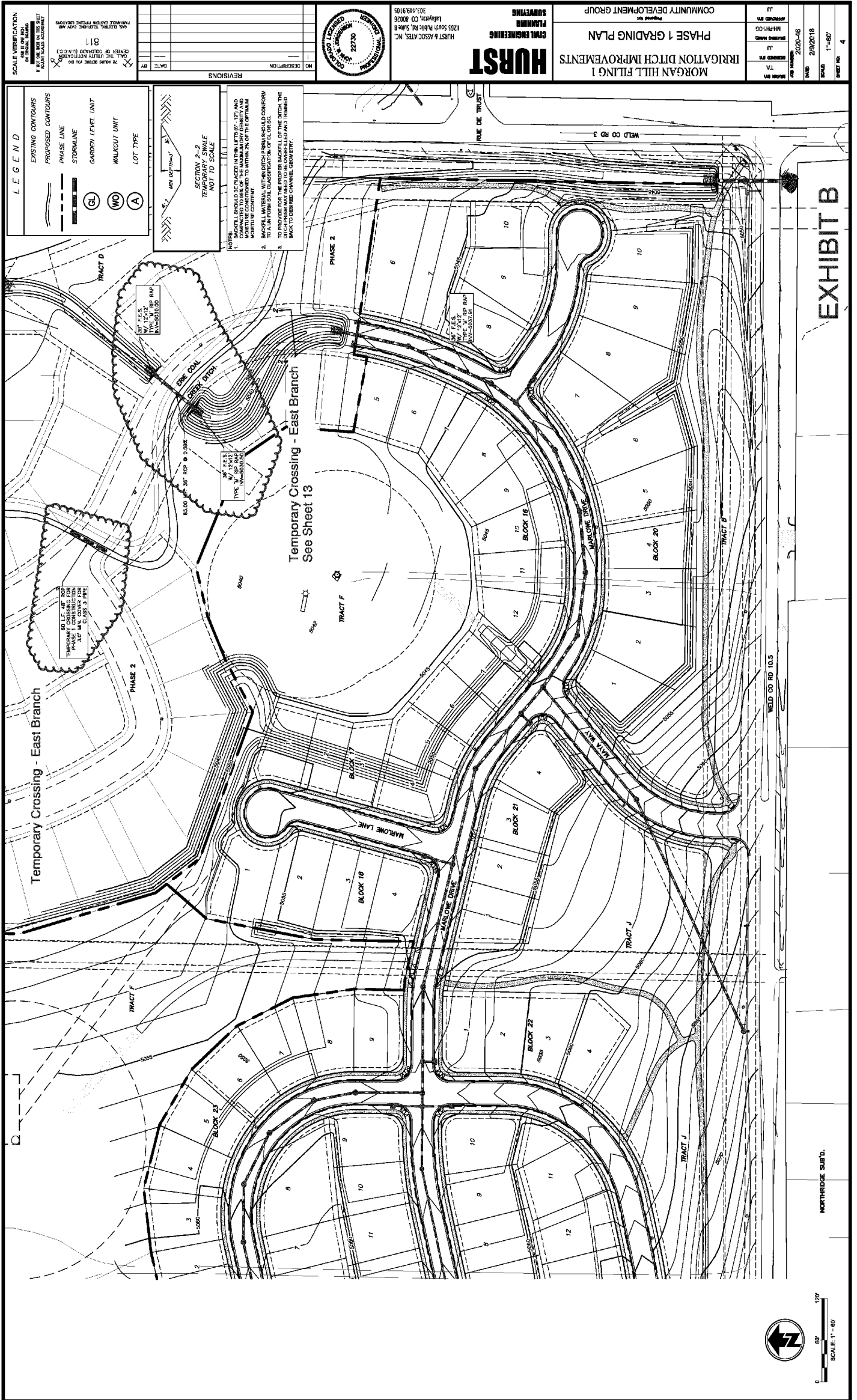
- [illegible]

GENERAL NOTES - STORM DRAIN

- GENERAL NOTES: -STORM DRAIN
1. ALL NOTES TO BE READ PRIOR TO START OF WORK.
 2. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 3. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 4. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 5. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 6. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 7. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 8. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 9. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.
 10. ALL STORM DRAIN PIPES TO BE 12" DIA. UNLESS OTHERWISE NOTED.

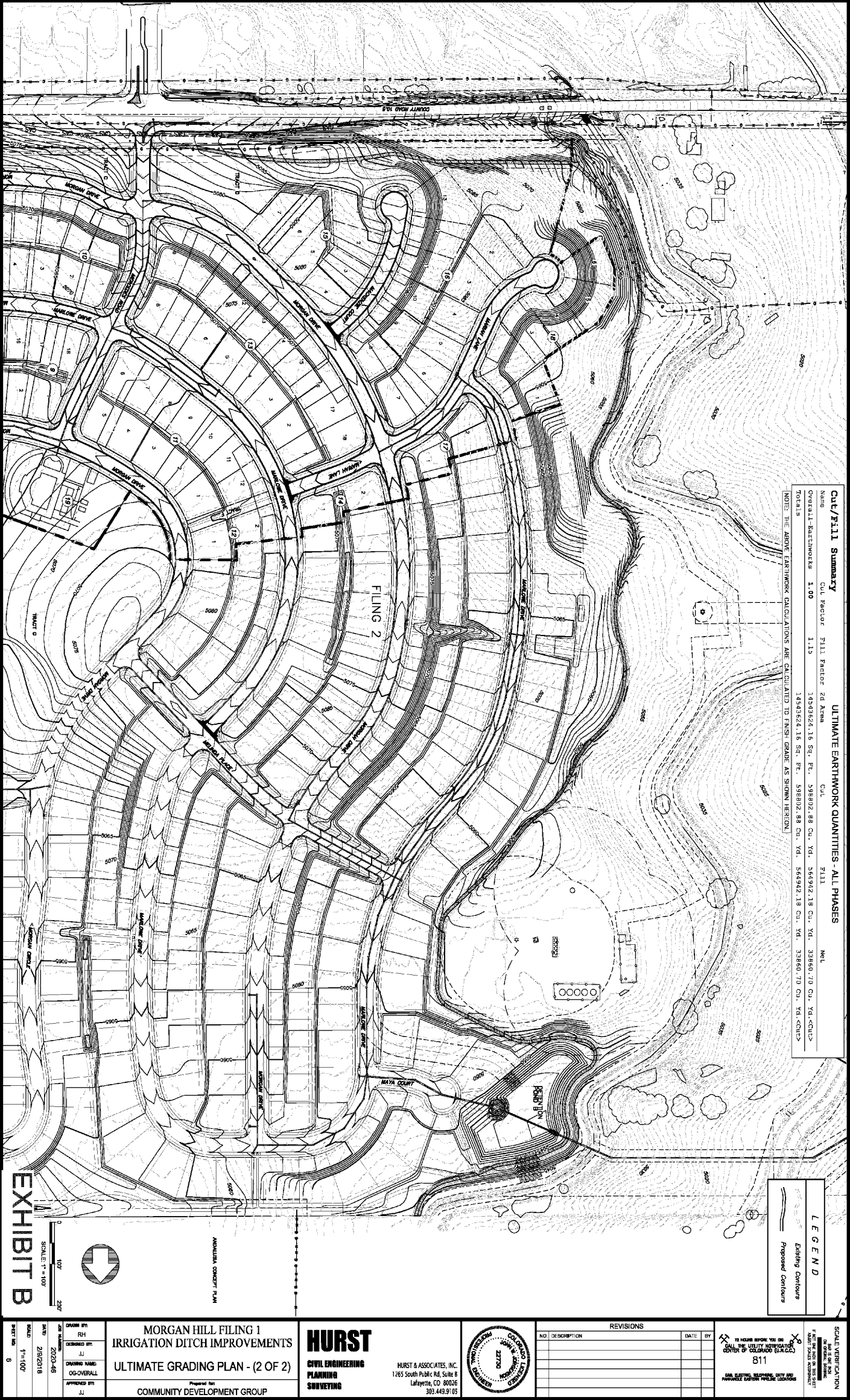








MORGAN HILL FILING 1 IRRIGATION DITCH IMPROVEMENTS ULTIMATE GRADING PLAN - (1 OF 2)		HURST CIVIL ENGINEERING PLANNING SURVEYING		HURST & ASSOCIATES, INC. 1265 South Public Rd, Suite B Lafayette, CO 80046 303.449.9105		REVISIONS		DATE BY		NO. DESCRIPTION	
DRAWN BY: RH		CHECKED BY: JI		DESIGNED BY: JI		APPROVED BY: JI		DATE: 2/20/18		BY: JI	
SCALE: 1"=100'		SHEET NO. 5		TOTAL: 1"=100'		DATE: 2/20/18		BY: JI		NO. DESCRIPTION	
PROJECT NO. 2020-48		DRAWING NAME: OO-OVERALL		APPROVED BY: JI		DATE: 2/20/18		BY: JI		NO. DESCRIPTION	
PROJECT NO. 2020-48		DRAWING NAME: OO-OVERALL		APPROVED BY: JI		DATE: 2/20/18		BY: JI		NO. DESCRIPTION	



Cut/Fill Summary					
Name	Cut Factor	Fill Factor	2d Area	Cut	Fill
Overall Earthworks	1.00	1.15	14543624.16 Sq. Ft.	598802.88 Cu. Yd.	564942.18 Cu. Yd.
Totals			14543624.16 Sq. Ft.	598802.88 Cu. Yd.	564942.18 Cu. Yd.
NOTE: THE ABOVE EARTHWORK CALCULATIONS ARE CALCULATED TO FINISH GRADE AS SHOWN HEREON.					

LEGEND	
Existing Contours	
Proposed Contours	

EXHIBIT B

SCALE: 1"=100'



ANNUAL CONCRETE PLAN

DATE	2020-06
DATE	2/9/2018
SCALE	1"=100'
SHEET NO.	8

MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
ULTIMATE GRADING PLAN - (2 OF 2)
COMMUNITY DEVELOPMENT GROUP

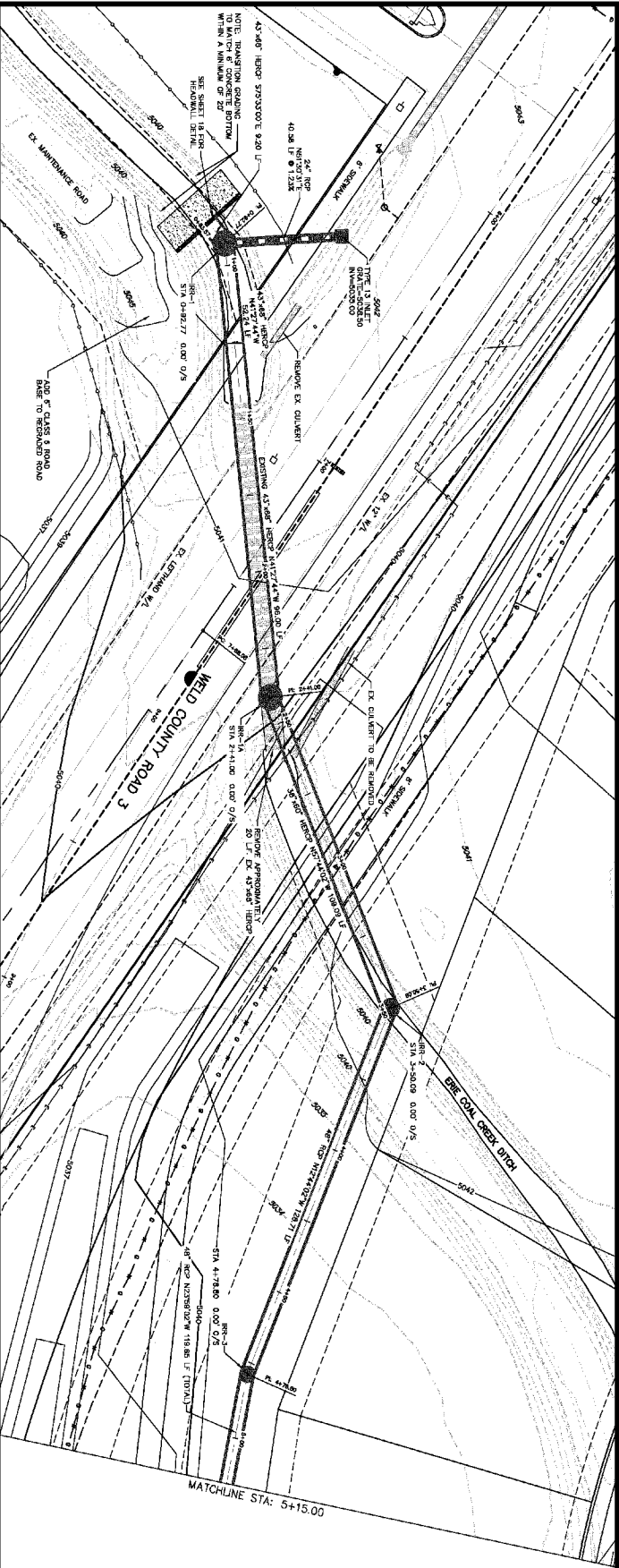
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 South Public Rd, Suite 8
Lafayette, CO 80026
303.449.9105



REVISIONS		
NO.	DESCRIPTION	DATE

SCALE VERIFICATION
811
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (800) 811-8111
ONE ELECTRIC, SURVEYING, CITY AND
PARKWAY DESIGN PAPER LOCATIONS



ERIE COAL CREEK IRRIGATION DITCH REALIGNMENT PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 0+83.57, END STA: 5+15.00

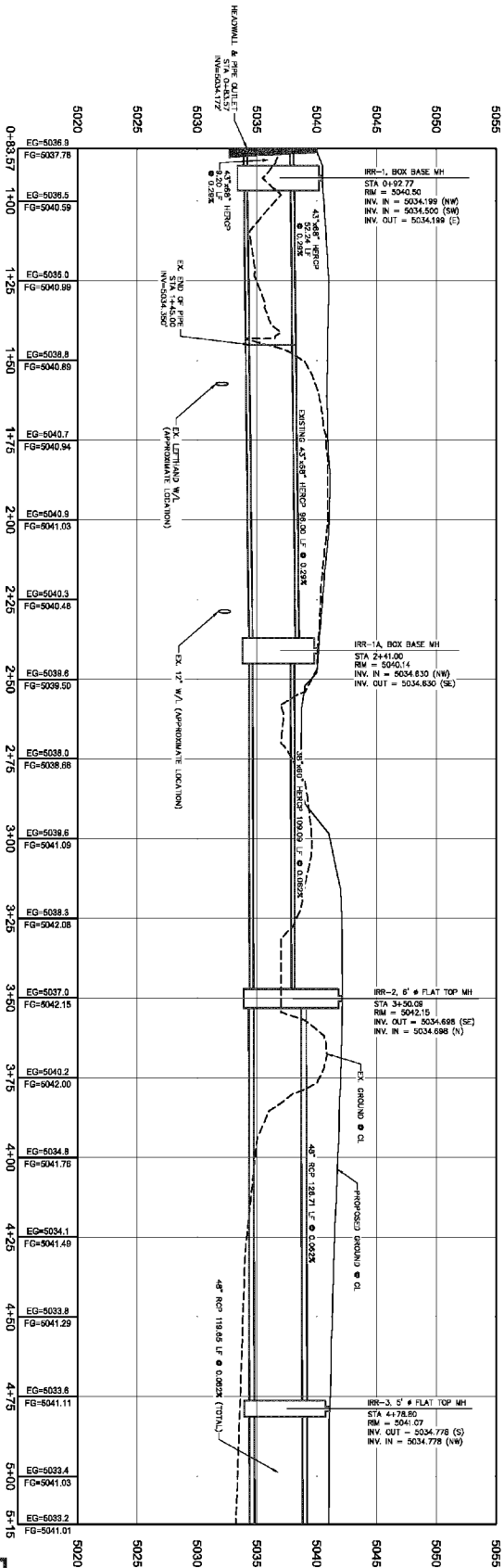


EXHIBIT B

LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Water Service
- Fire Service
- Existing Gas Line
- Ex. Overhead Electric
- Existing Fiber Optic
- Existing Telephone Line
- Trunk Block
- Water Valve
- Fire Hydrant
- Plug
- Manhole
- Type 'R' Inlet
- Existing Contours
- Proposed Contours
- Street Light
- Initial Handicap Ramp

SCALE VERIFICATION

72 HOURS BEFORE YOU OR
CALL THE UTILITY INFORMATION
CENTER OF COLORADO (U.I.C.C.)
811
GAS, ELECTRIC, TELEPHONE, CTV AND
FIRE-ARMED EXISTING PIPELINE LOCATIONS

REVISIONS		DATE	BY
NO.	DESCRIPTION		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

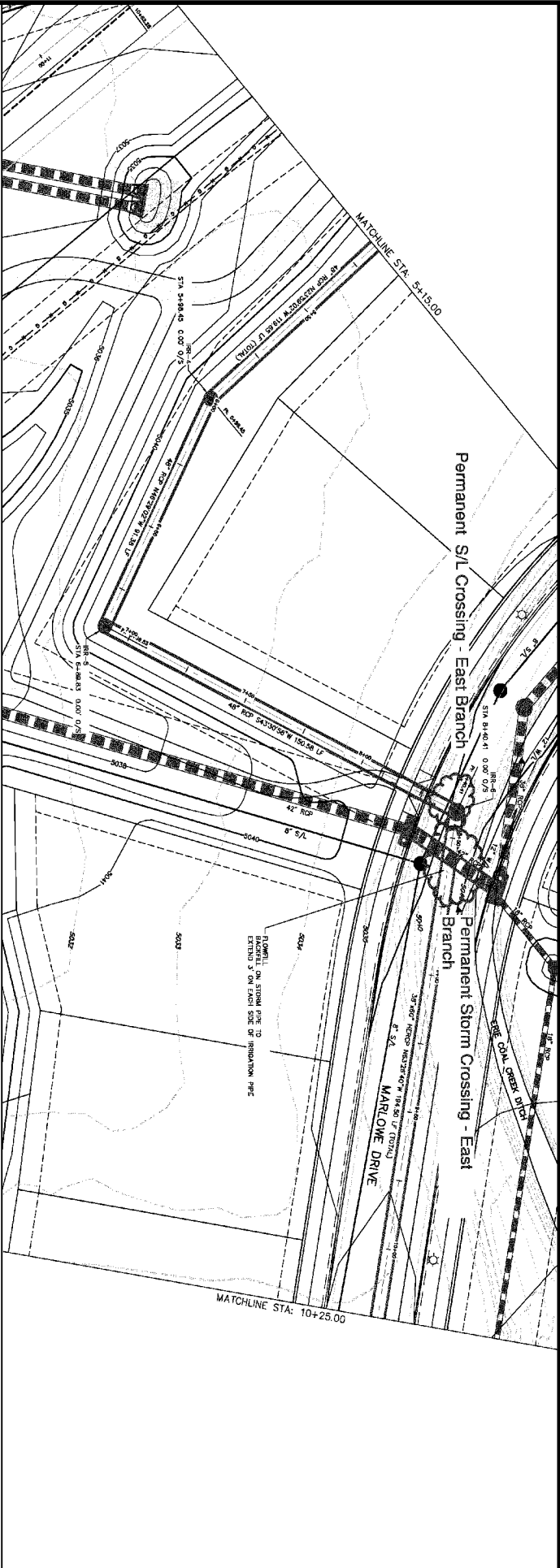


HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite II
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
48" IRRIGATION LINE PLAN & PROFILE
STA 1+00 - 5+15
Prepared for:
COMMUNITY DEVELOPMENT GROUP

DATE	2/20/2018
SCALE	1" = 20'
SHEET NO.	7



ERIE COAL CREEK IRRIGATION DITCH REALIGNMENT PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 5+15.00, END STA: 10+25.00

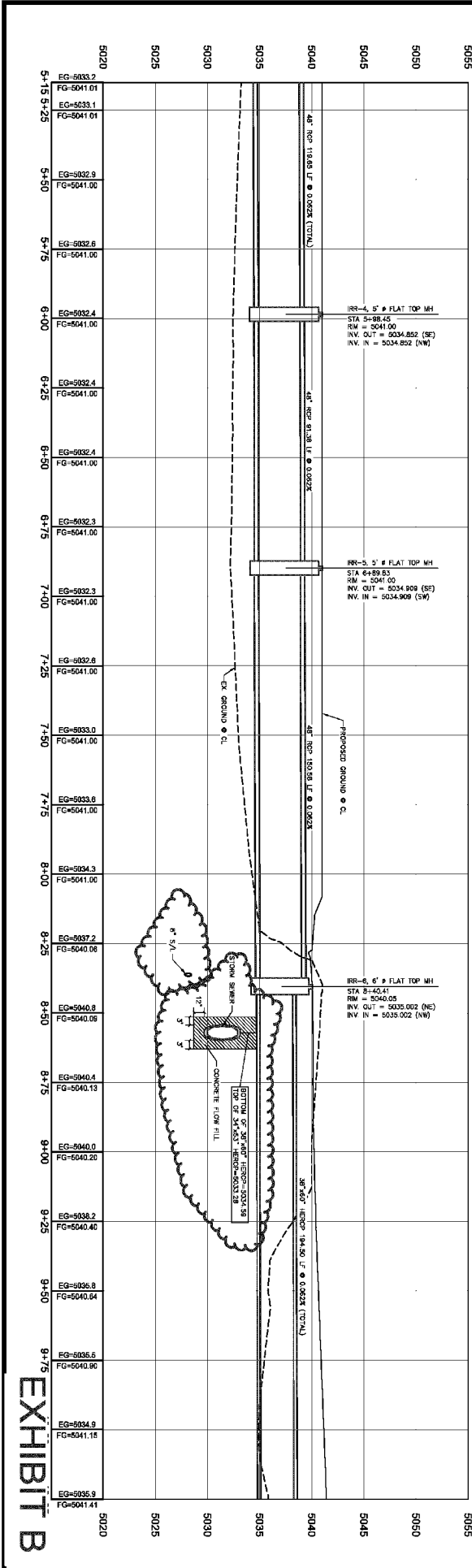


EXHIBIT B

LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Stormline
- Water Service
- Sanitary Service
- Fire Service
- Existing Gas Line
- Existing Electric Line
- Existing Telephone Line
- Existing Cable TV Line
- Threat Block
- Water Valve
- Fire Hydrant
- Plug
- Manhole
- Type "R" Inlet
- Existing Contours
- Proposed Contours
- Street Light
- Intel Handicap Ramp

SCALE VERIFICATION

AS SHOWN ON THE DRAWING

1" = 20' (HORIZONTAL)

1" = 5' (VERTICAL)

811

FOR ELECTRIC, TELEPHONE, CABLE AND FIBER OPTIC LOCATIONS

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite 8
Lafayette, CO 80026
303.449.9105

MORGAN HILL FILING 1

IRRIGATION DITCH IMPROVEMENTS

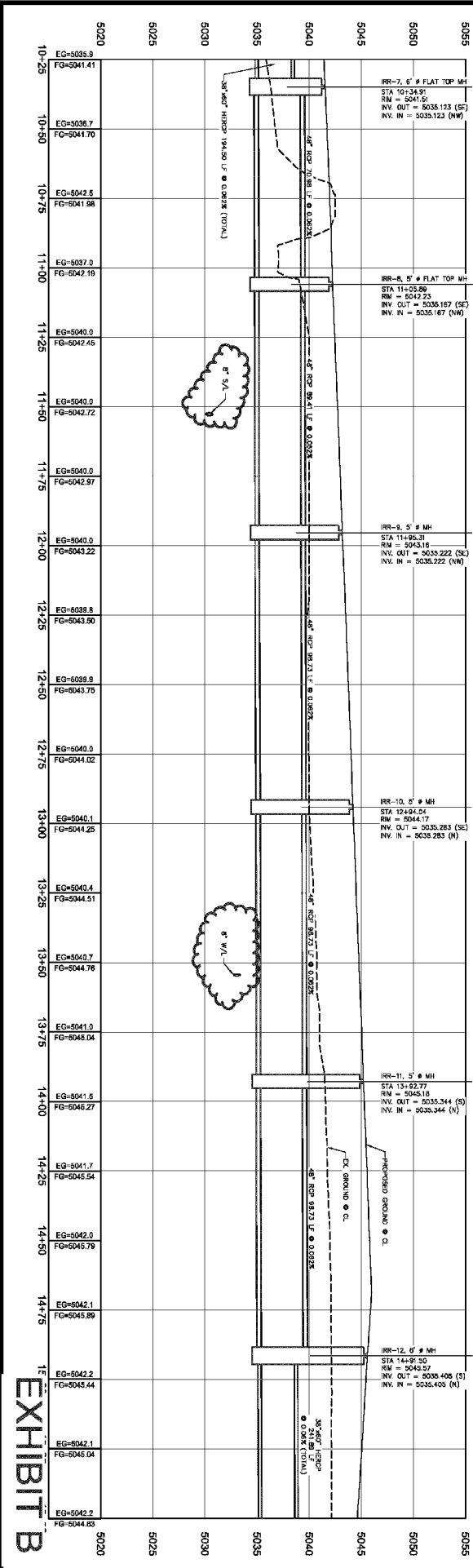
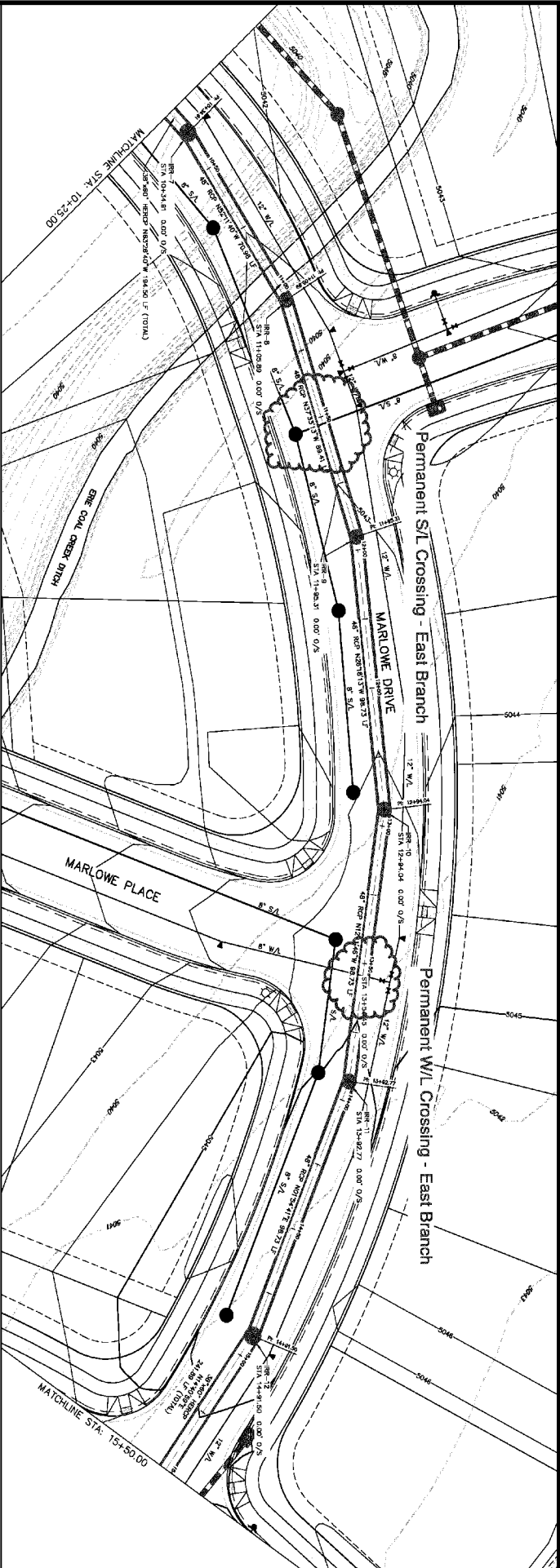
48" IRRIGATION LINE PLAN & PROFILE
STA 5+15 - 10+25

APPROVED BY: COMMUNITY DEVELOPMENT GROUP

DATE: 2/20/2018

SCALE: 1" = 20'

SHEET NO. 8



ERIE COAL CREEK IRRIGATION DITCH REALIGNMENT PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA. 10+25.00, END STA. 15+50.00

EXHIBIT B

LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Stormline
- Water Service
- Sewer Service
- Electric Service
- Gas Service
- Existing Fiber Optic
- Existing Telephone Line
- Existing Cable TV Line
- Thru Block
- Water Valve
- Fire Hydrant
- Plug
- Manhole
- Type 'R' Inlet
- Existing Contours
- Proposed Contours
- Street Light
- Inlet Handicap Ramp

SCALE VERIFICATION

1" = 20' HORIZONTAL
1" = 5' VERTICAL
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
811
GAS, ELECTRIC, TELEPHONE, CABLE AND
FIRE/HAZARD EMERGENCY LOCATIONS

DATE BY

NO.	DESCRIPTION	DATE	BY
1			

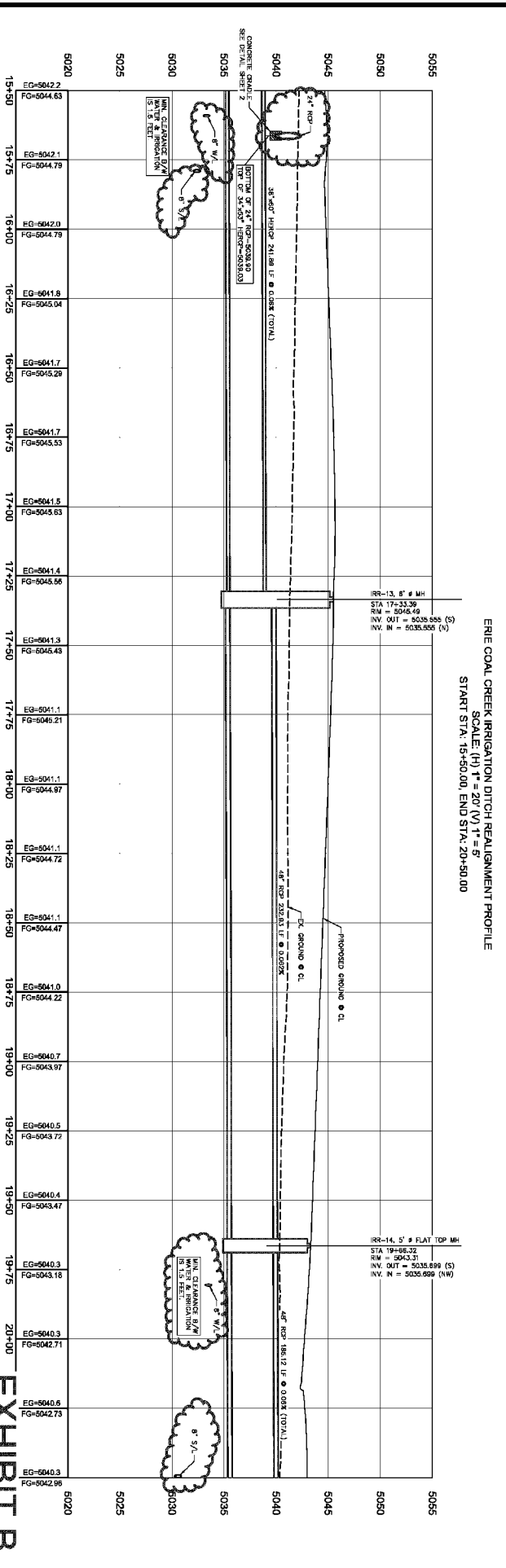
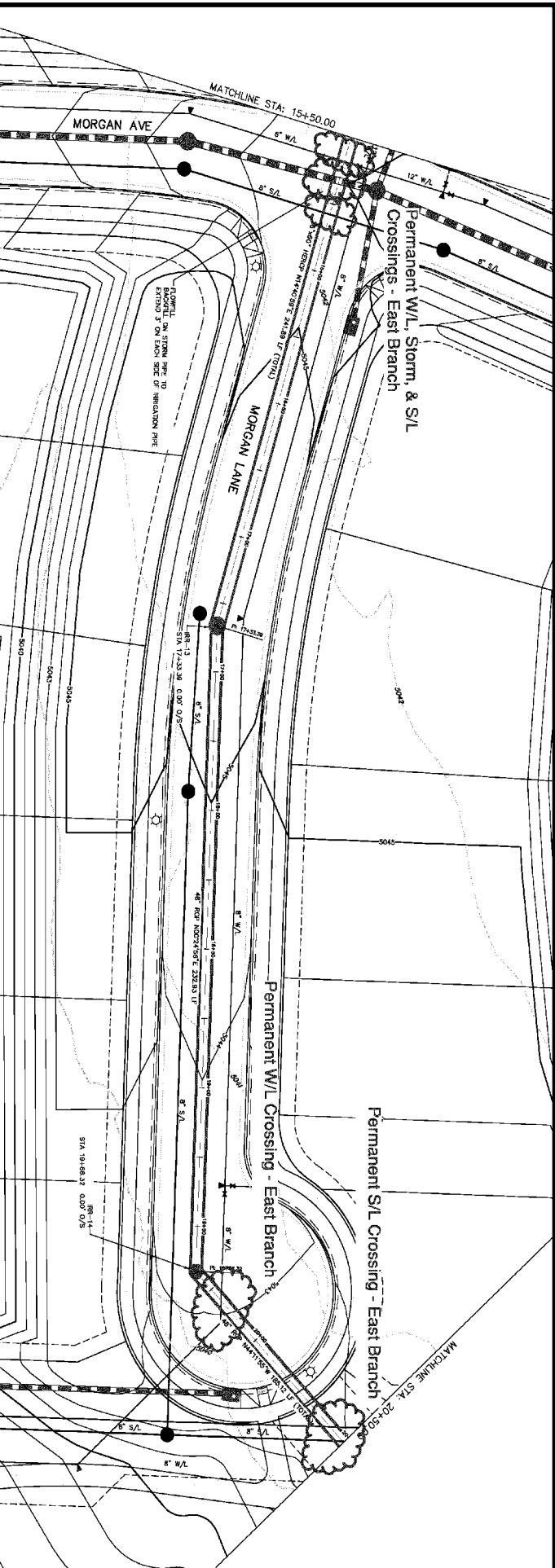


HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.445.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

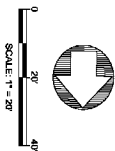
MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
48" IRRIGATION LINE PLAN & PROFILE
STA 10+25 - 15+50
Prepared for:
COMMUNITY DEVELOPMENT GROUP

DRAWN BY: TA
CHECKED BY: J
DATE: 2/20/18
SCALE: 1"=20'
SHEET NO. 9



ERIE COAL CREEK IRRIGATION DITCH REALIGNMENT PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 15+50.00, END STA: 20+50.00

EXHIBIT B



LEGEND	
	Proposed Waterline
	Existing Waterline
	Proposed Sewerline
	Existing Sewerline
	Stormline
	Water Service
	Sanitary Sewer
	Existing Gas Line
	Existing Electric
	Existing Fiber Optic
	Existing Telephone Line
	TV Line
	Thrust Block
	Water Valve
	Fire Hydrant
	Flag
	Manhole
	Type "R" limit
	Proposed Contours
	Existing Contours
	Street Light
	Intell Handicap Ramp

NO.	DESCRIPTION	DATE	BY

PROJECT NO.	2020-16
ISSUED DATE	2/20/18
DESIGNED BY	
CHECKED BY	
APPROVED BY	

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite 8
Lafayette, CO 80026
303.448.9105



REVISIONS	
NO.	DESCRIPTION

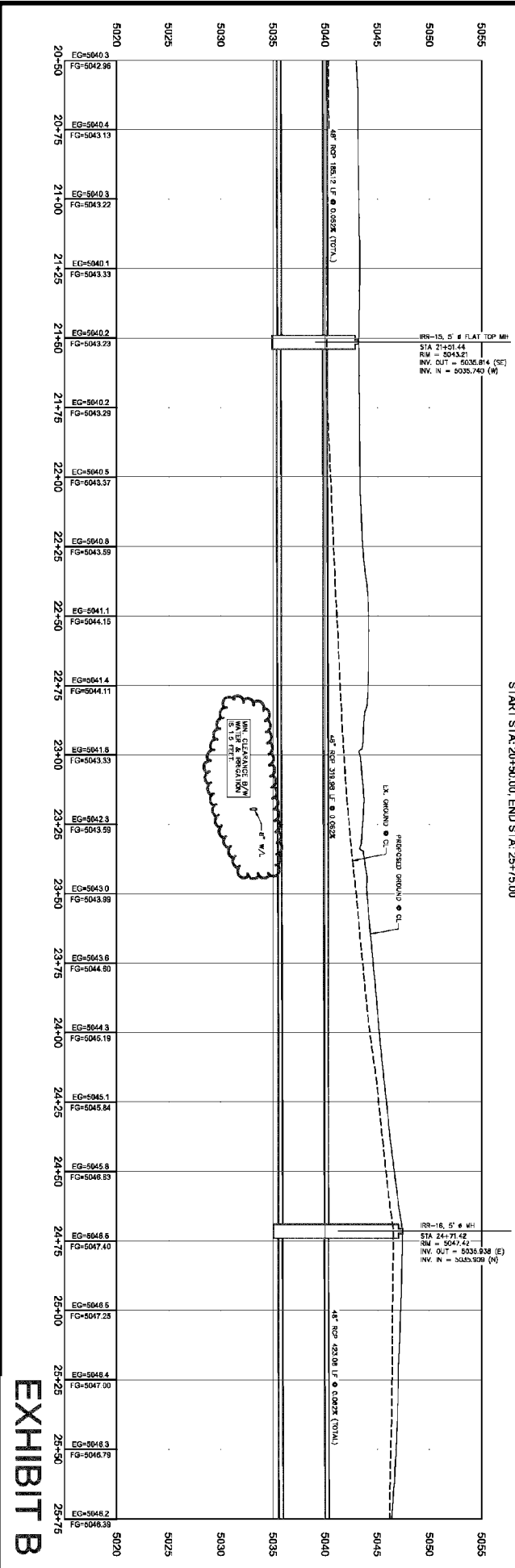
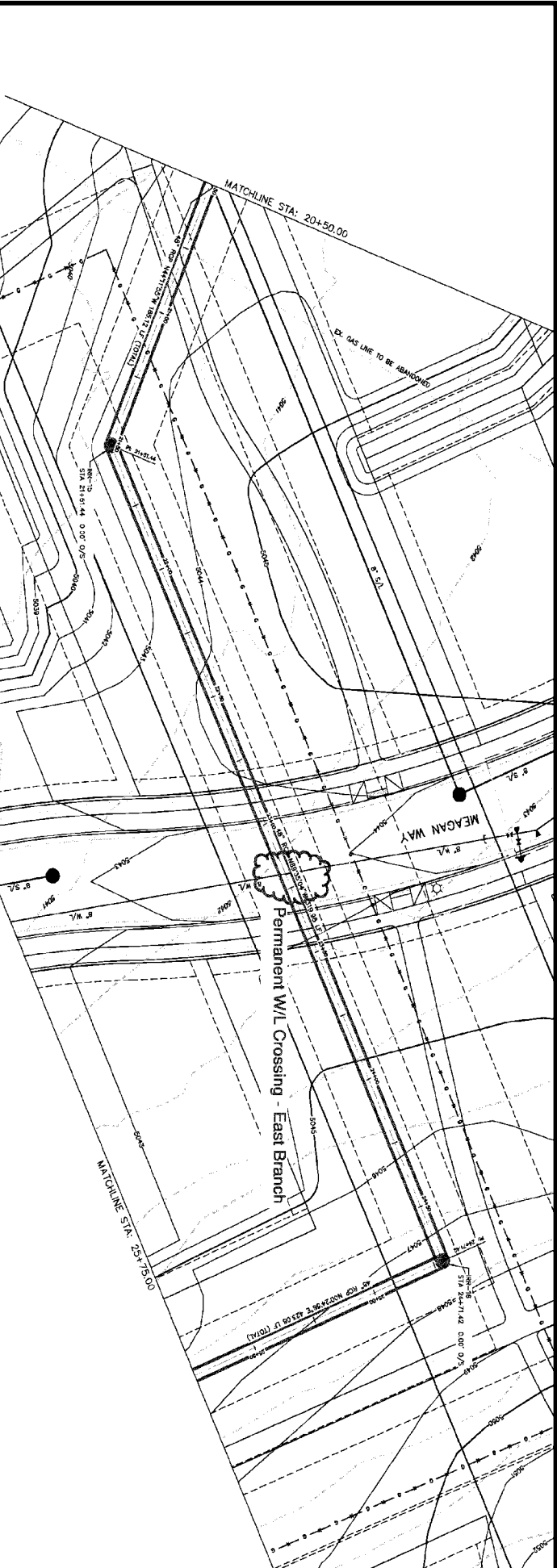
SCALE: 1" = 20'

DATE: 2/20/18

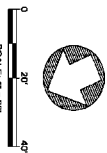
BY:

72 HOURS BEFORE YOU BE
ISSUED FOR THE UTILITY NOTIFICATION
811

SCALE VERIFICATION
1" = 20'



EXHIBIT



























Proposed Waterline	-----	
Existing Waterline	-----	
Proposed Sewerline	-----	
Existing Sewerline	-----	
Stormline	-----	
Water Service	W	
Sewer Service	S	
Fire Service	FS	
Existing Gas Line	G	
Proposed Gas Line	GG	
Existing Electric	E	
Proposed Electric	EE	
Existing Telephone Line	T	
Existing Cable TV Line	TV	
Thrust Block	▲	
Water Valve	W	
Fire Hydrant	H	
Flag	△	
Mnemonic	●	
Type "V" Inlet	▽	
Existing Curbside	---	
Proposed Curbside	---	
Street Light	⦿	
Install Handicap Ramp	⦿	

[illegible]



LEGEND

- | | |
|---|--------------------------|
|  | Proposed Workline |
|  | Cabling Map/Line |
|  | Proposed Sewerline |
|  | Existing Sewerline |
|  | Storming |
|  | Water Sanction |
|  | Sewer Sanction |
|  | Fire Service |
|  | Existing Gas Line |
|  | Ex. Underground Hasterie |
|  | Ex. Overhead Electric |
|  | Existing Fiber Optic |
|  | Existing Telephone Line |
|  | Existing Cable TV Line |
|  | Transt Block |
|  | Water Valve |
|  | Fire Hydrant |
|  | Piling |
|  | Memento |
|  | Type 'W' Inlet |
|  | Existing Contours |
|  | Proposed Contours |
|  | Street Light |
|  | Install Handicap Ramp |

SCALE VERIFICATION
BAR IS ONE (100)
ON ORIGINAL DRAWING

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (UNCC)
811
GAS, ELECTRIC, TELEPHONE, CABLE AND
PANHANDLE EASTERN PIPELINE LOCATIONS

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	----	---	---



HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
48" IRRIGATION LINE PLAN & PROFILE
STA 25+75 - 30+61
Prepared for:
COMMUNITY DEVELOPMENT GROUP

JOB NUMBER 2020 AG	DRAWN BY: TA
	DESIGNED BY: JJ
	DRAWING NAME: 42IN IRR P&P
	APPROVED BY: JJ

DATE	2/9/2018
SCALE	1"=20'
SHEET NO.	12



0 20' 40'

SCALE: 1" = 20'

-EXHIBIT B

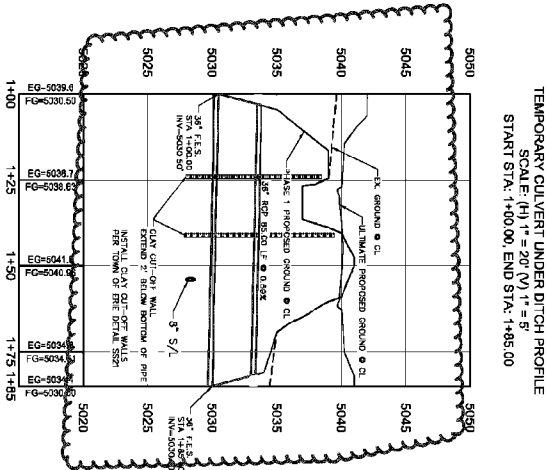
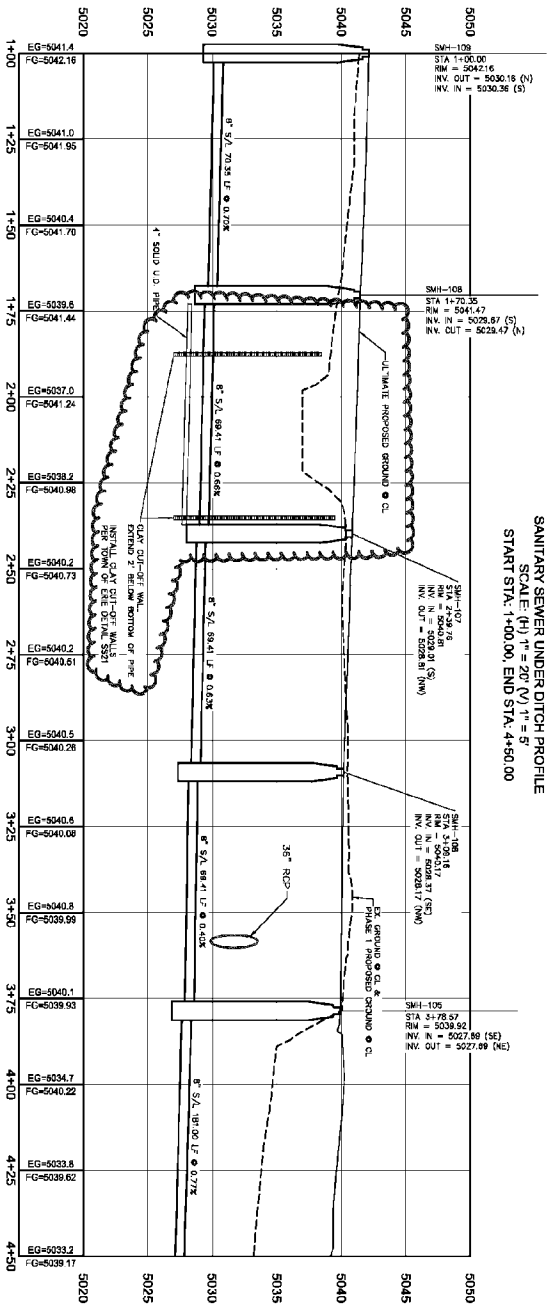
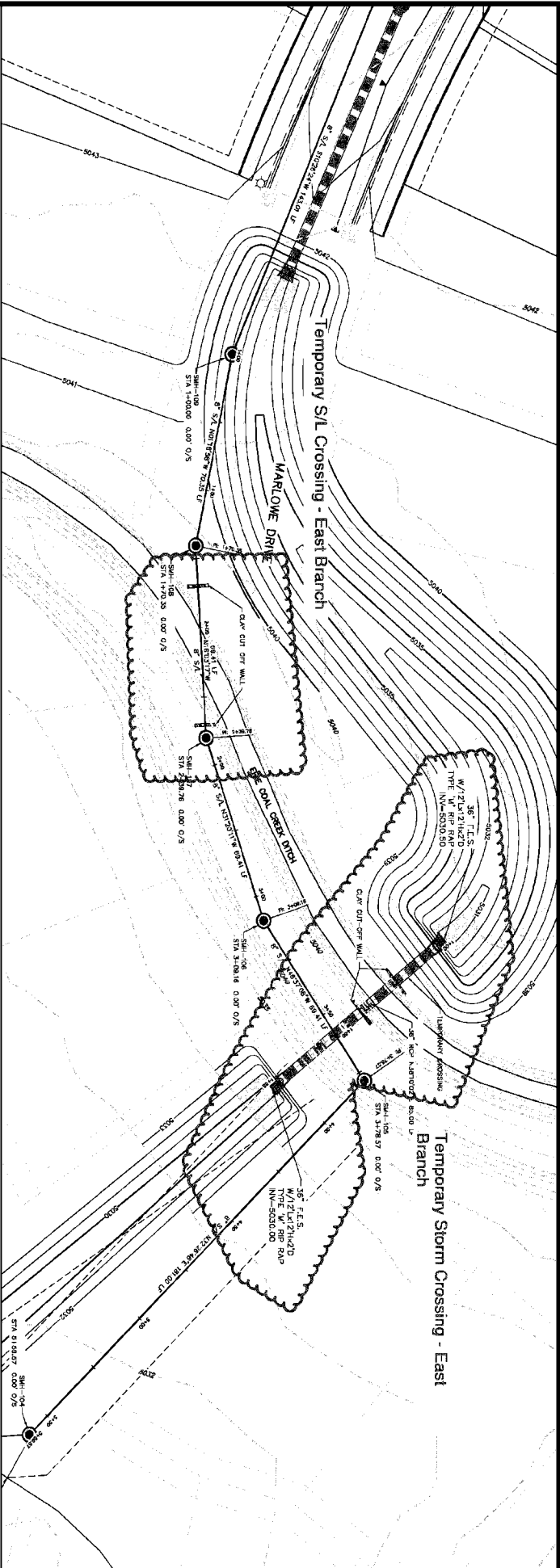


EXHIBIT B

LEGEND	
	Proposed Waterline
	Existing Waterline
	Proposed Sewerline
	Existing Sewerline
	Stormline
	Water Service
	Sewer Service
	Fire Service
	Existing Gas Line
	Ex. Underground Electric
	Existing Fiber Optic
	Existing Telephone Line
	Trunk Black
	Water Valve
	Fire Hydrant
	Plug
	Manhole
	Type 'R' Inlet
	Existing Contours
	Proposed Contours
	Street Light
	Inlet - Roadside Ramp

SCALE VERIFICATION
811
GAS, ELECTRIC, TELEPHONE, CITY AND
FIRE DEPARTMENT LOCATIONS
SHOWN FOR REFERENCE ONLY.
DO NOT RELY ON THESE LOCATIONS
FOR EXCAVATION PLANNING.
811
CALL BEFORE YOU DIG

REVISIONS		DATE	BY
NO.	DESCRIPTION		

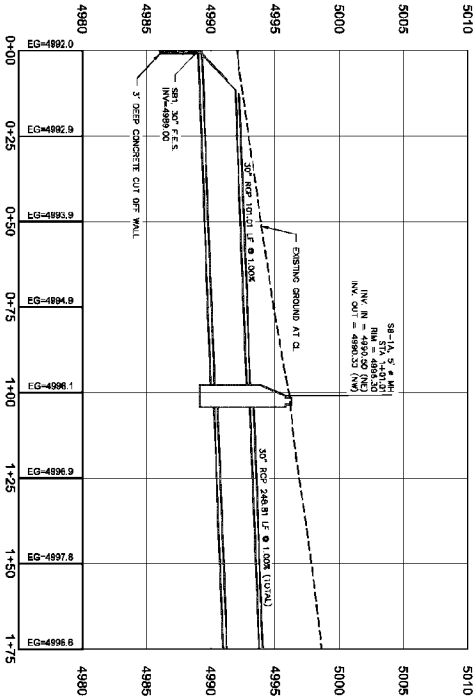
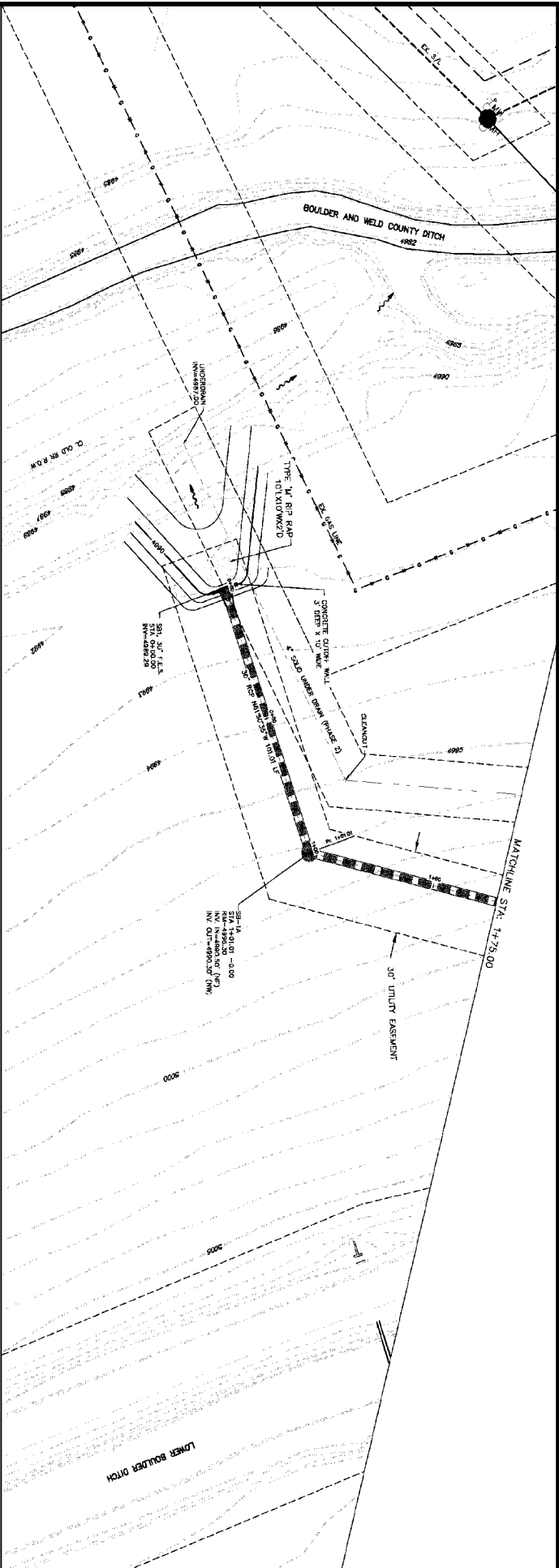


HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

**MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS**
PHASE 1 DITCH CROSSINGS
Prepared for:
COMMUNITY DEVELOPMENT GROUP

DATE	2/28/18
SCALE	1"=20'
SHEET NO.	13



Intrastate Stormline 2 PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA. 0+00.00, END STA. 1+75.00

LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Proposed Stormline
- Existing Stormline
- Water Service
- Fire Service
- Existing Gas Line
- Ex. Overhead Electric
- Existing Fiber Optic
- Existing Telephone Line
- Existing Cable TV Line
- Trailer Block
- Water Valve
- Fire Hydrant
- Plug
- Manhole
- Type 'H' Inlet
- Existing Contours
- Proposed Contours
- Street Light
- retail handicap Ramp

SCALE VERIFICATION

DATE: 02/20/2018
DRAWN BY: J. HURST
CHECKED BY: J. HURST
811

REVISIONS

NO.	DESCRIPTION
1	



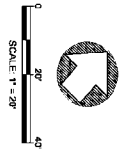
HURST & ASSOCIATES, INC.
1265 S. PUBLIC ROAD, SUITE B
LAFAYETTE, CO 80026
303.448.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

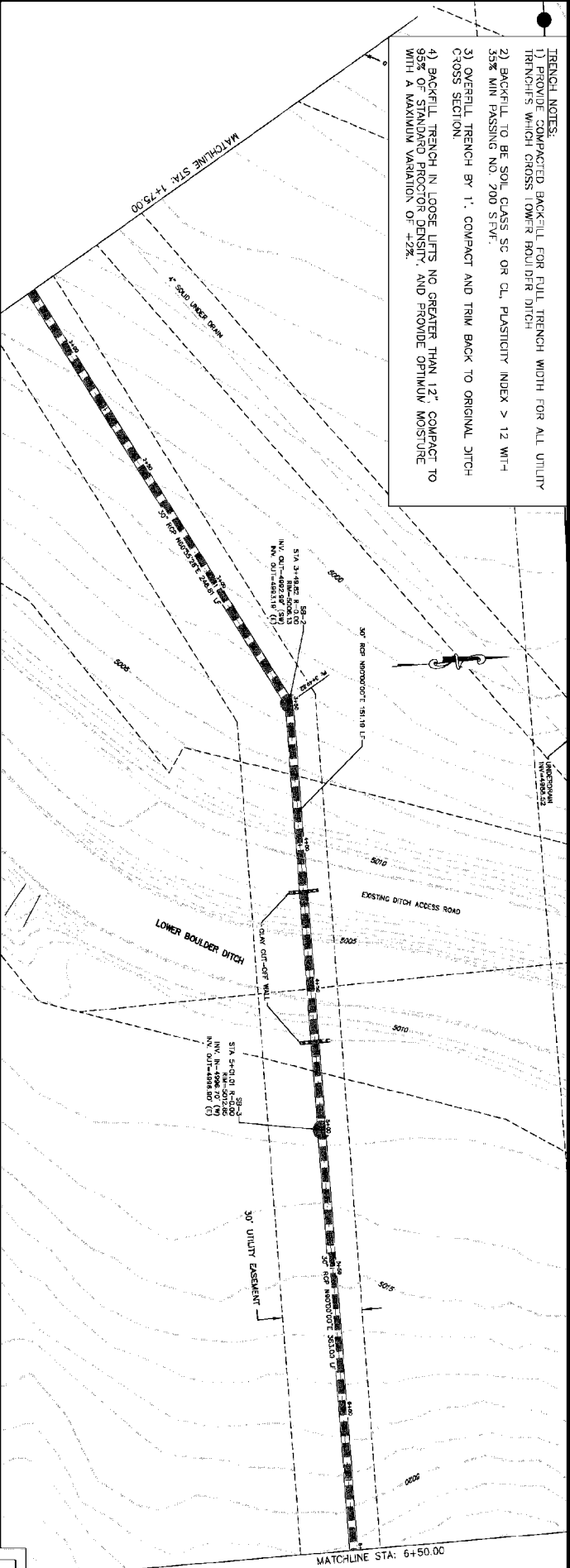
MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
INTRASTATE STORMLINE 2
STA 1+00 - 4+15
COMMUNITY DEVELOPMENT GROUP

DATE: 2/20/2018
SCALE: 1"=20'

EXHIBIT B



- TRENCH NOTES:
- 1) PROVIDE COMPACTED BACKFILL FOR FULL TRENCH WIDTH FOR ALL UTILITY TRENCHES WHICH CROSS TOWER BOULDER DITCH
 - 2) BACKFILL TO BE SOIL CLASS SC OR CL, PLASTICITY INDEX > 12 WITH 55% MIN PASSING NO. 200 SIEVE
 - 3) OVERFILL TRENCH BY 1", COMPACT AND TRIM BACK TO ORIGINAL DITCH CROSS SECTION
 - 4) BACKFILL TRENCH IN LOOSE LIFTS NO GREATER THAN 12" COMPACT TO 95% OF STANDARD PROCTOR DENSITY, AND PROVIDE OPTIMUM MOISTURE WITH A MAXIMUM VARIATION OF +2%.



Intrastate Stormline 2 PROFILE
SCALE (H)-1"=20' (V)-1"=5'
START STA: 1+75.00, END STA: 6+90.00

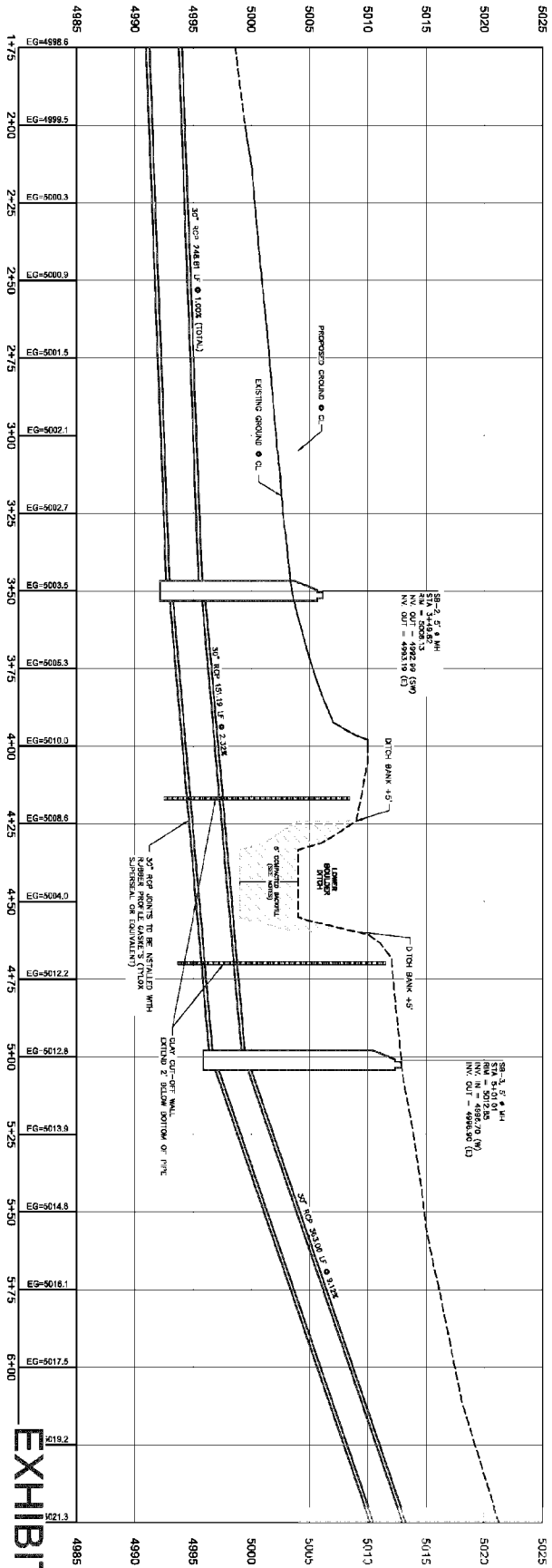
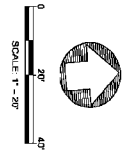


EXHIBIT B



LEGEND	
	Proposed Waterline
	Existing Waterline
	Proposed Stormline
	Existing Stormline
	Proposed Sewer Line
	Existing Sewer Line
	Proposed Gas Line
	Existing Gas Line
	Proposed Electric Line
	Existing Electric Line
	Proposed Fiber Optic Line
	Existing Fiber Optic Line
	Proposed Cable TV Line
	Existing Cable TV Line
	Proposed Fire Hydrant
	Existing Fire Hydrant
	Proposed Manhole
	Existing Manhole
	Proposed Street Light
	Existing Street Light
	Proposed Metal Handicap Ramp



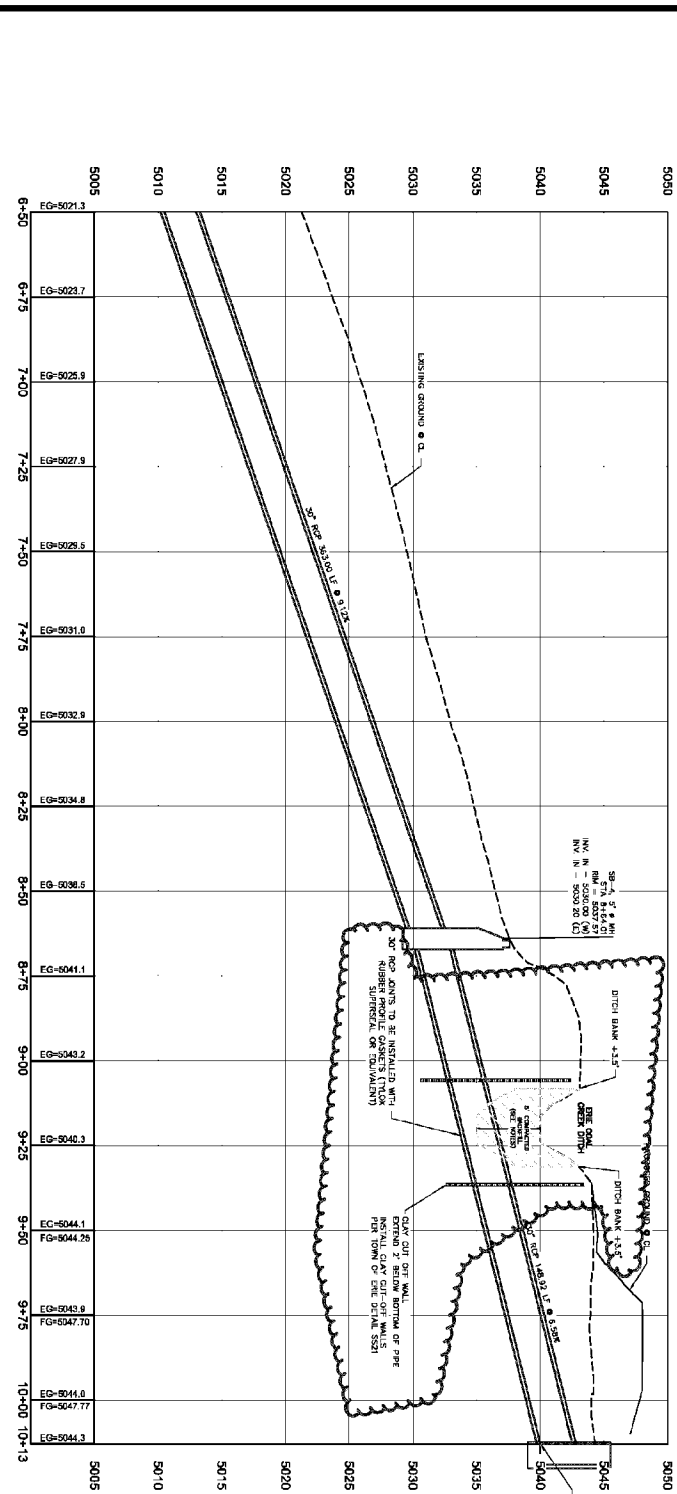
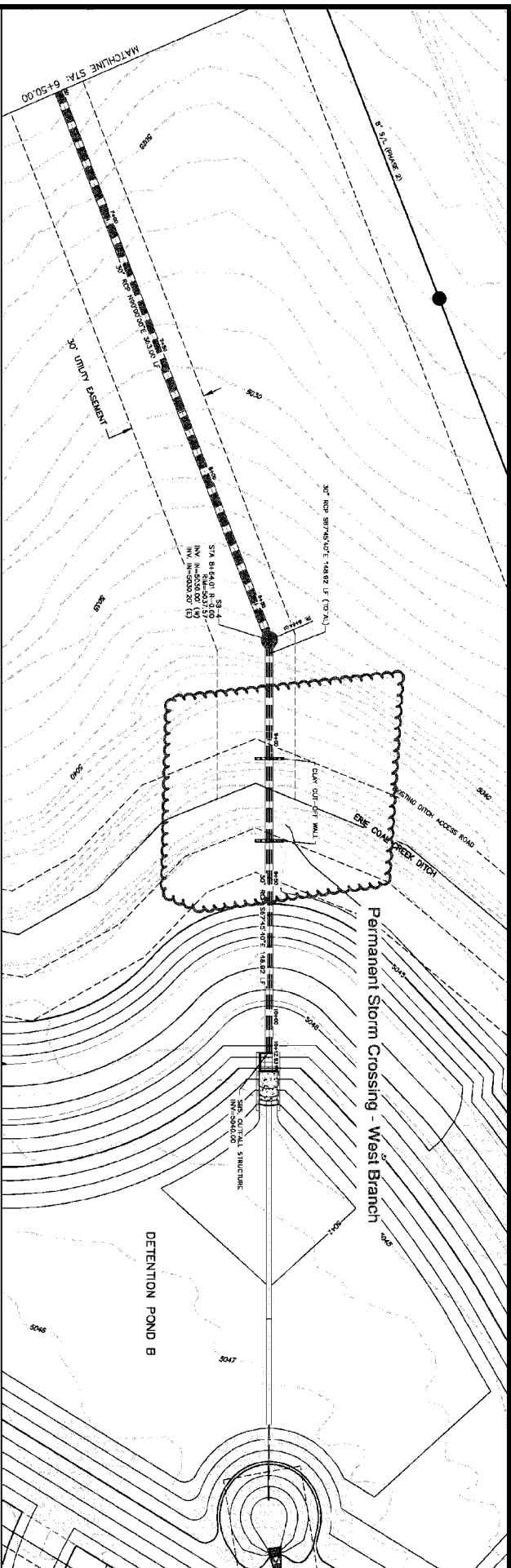
HURST
OWN ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
INTRASTATE STORMLINE 2
STA 4+15 - 9+20

Prepared for:
COMMUNITY DEVELOPMENT GROUP


























DATE	BY	REVISIONS
2/6/2018	JT	1



INTRASITE STORMLINE 2 PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 6+50.00, END STA: 10+12.93

Permanent Storm Crossing - West Branch

DETENTION POND B

LEGEND	
	Prepared Waterline
	Cutting Waterline
	Proposed Sewerline
	Cutting Sewerline
	Proposed Stormline
	Cutting Stormline
	Water Service
	Sewer Service
	Fire Service
	Existing Gas Line
	Ex. Underground Electric
	Existing Electric
	Existing Fiber Optic
	Existing Telephone Line
	Existing Cable TV Line
	Misc. Block
	Water Valve
	Fire Hydrant
	Flag
	Manhole
	Type 'R' Inlet
	Existing Culverts
	Proposed Culverts
	Street Light
	Initial Handicap Ramp

SCALE VERIFICATION
BAR IS ONE INCH
ON ORIGINAL DRAWING

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)
811

REVISIONS			
NO	DESCRIPTION	DATE	BY
1	_____	_____	_____



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Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

**MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
INTRASITE ~~STORMLINE~~ 2
STA 9+20 - 10+59**

Prepared for:
COMMUNITY DEVELOPMENT GROUP

2020-48	DESIGNED BY:	TA
	DESIGNED BY:	JJ
	DRAWING NAME:	MHPH1-Storm2
	APPROVED BY:	JJ

2/9/2018	SCALE	1"=20'
	SHEET NO.	16

EXHIBIT B



20' 43'

SCALE: 1" = 20'

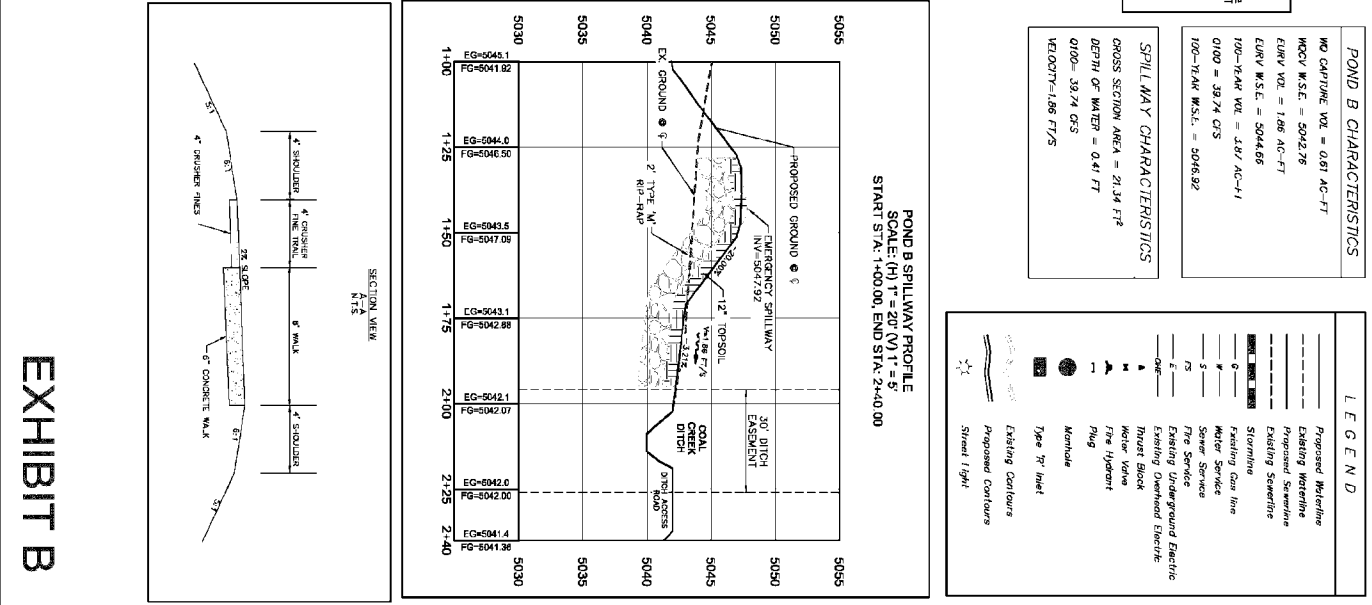
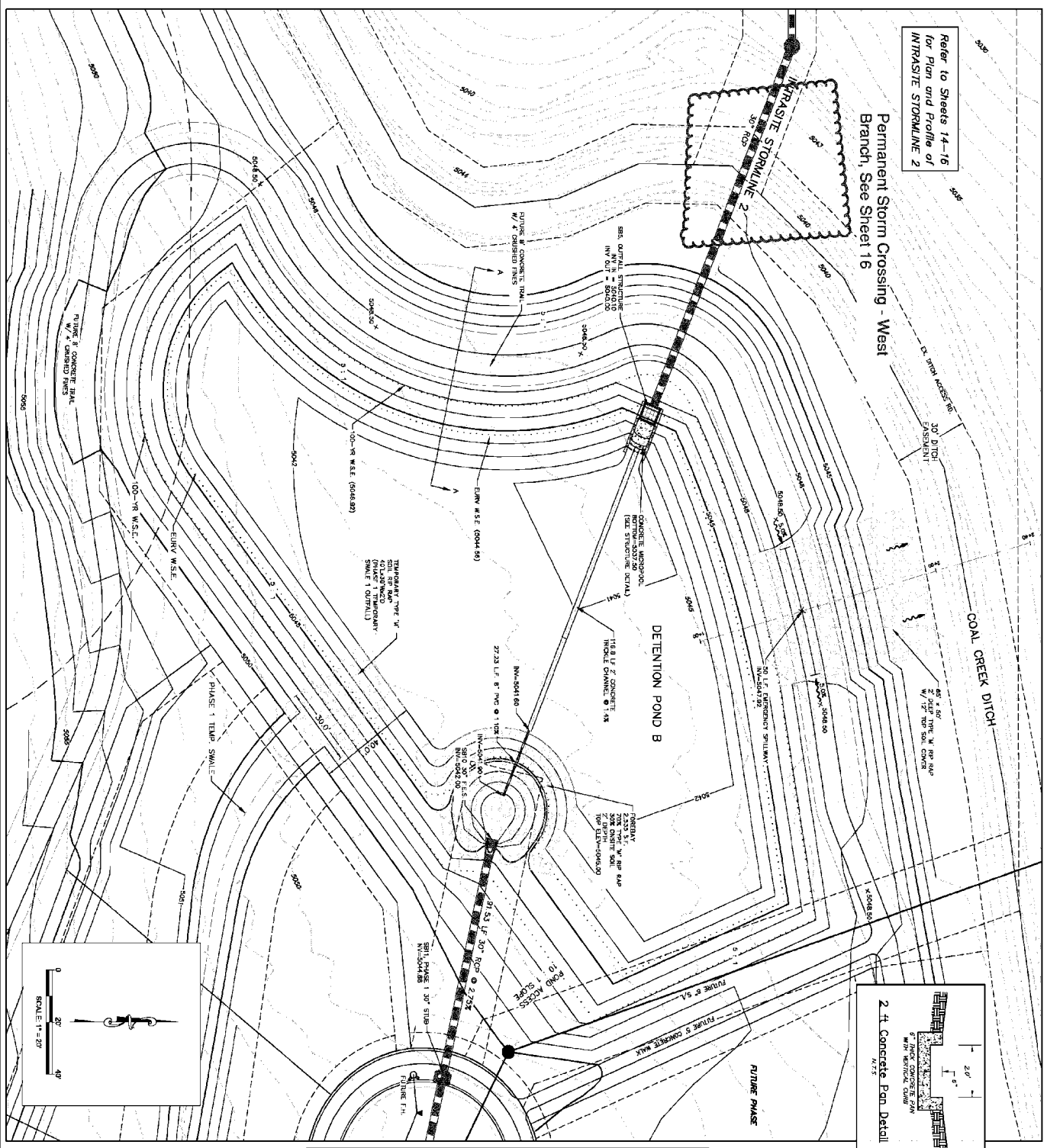
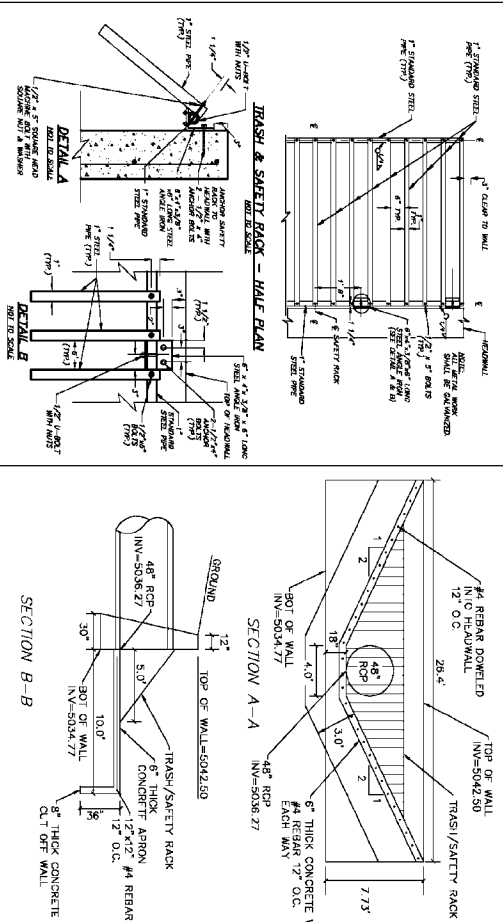
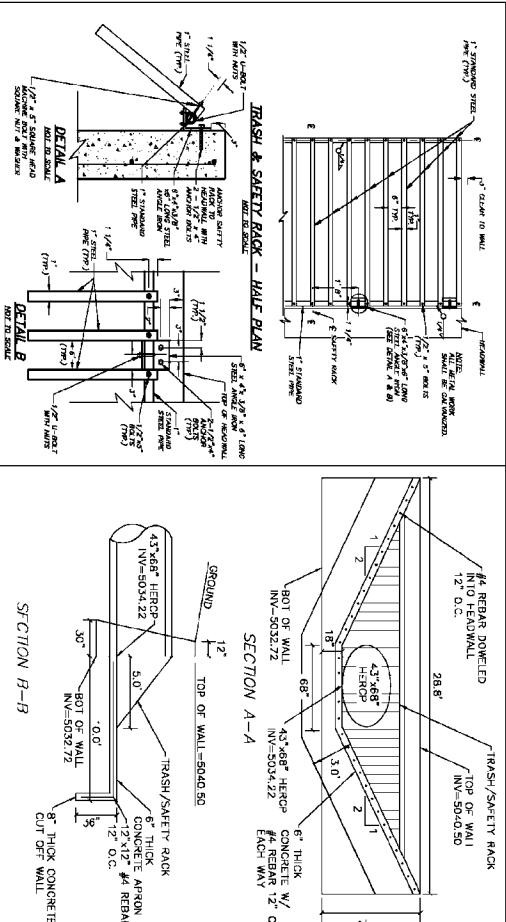
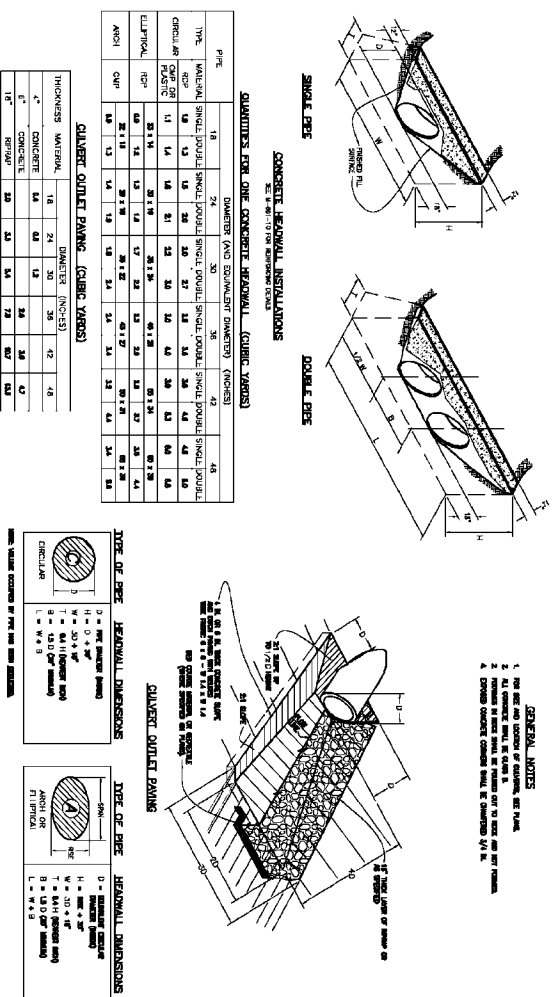
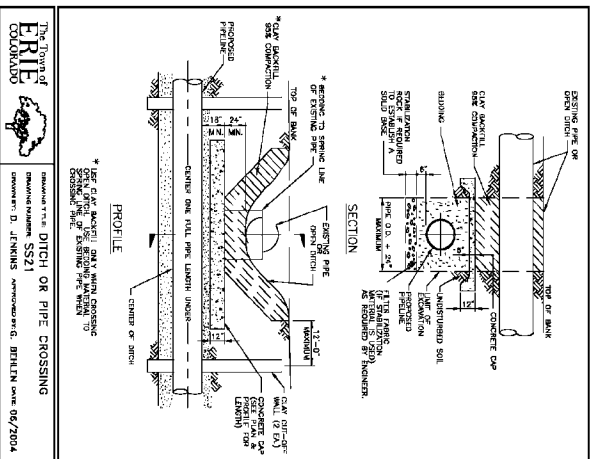
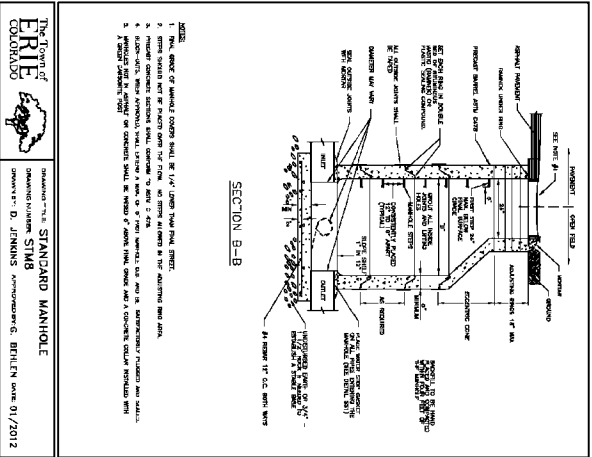
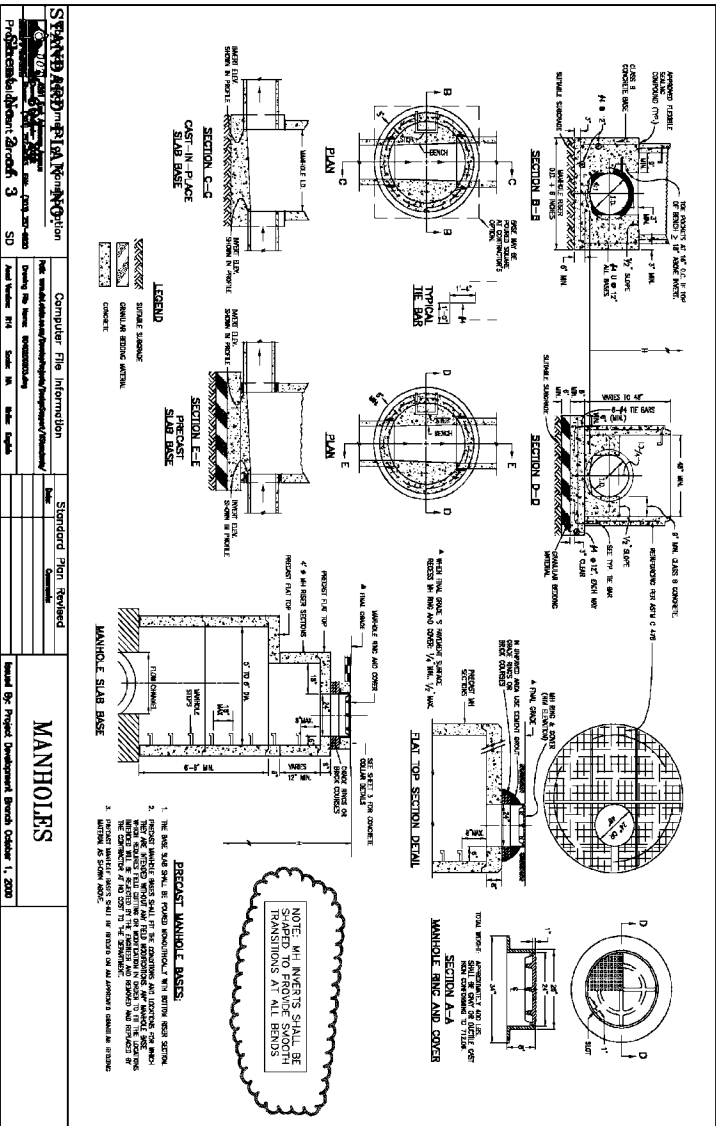
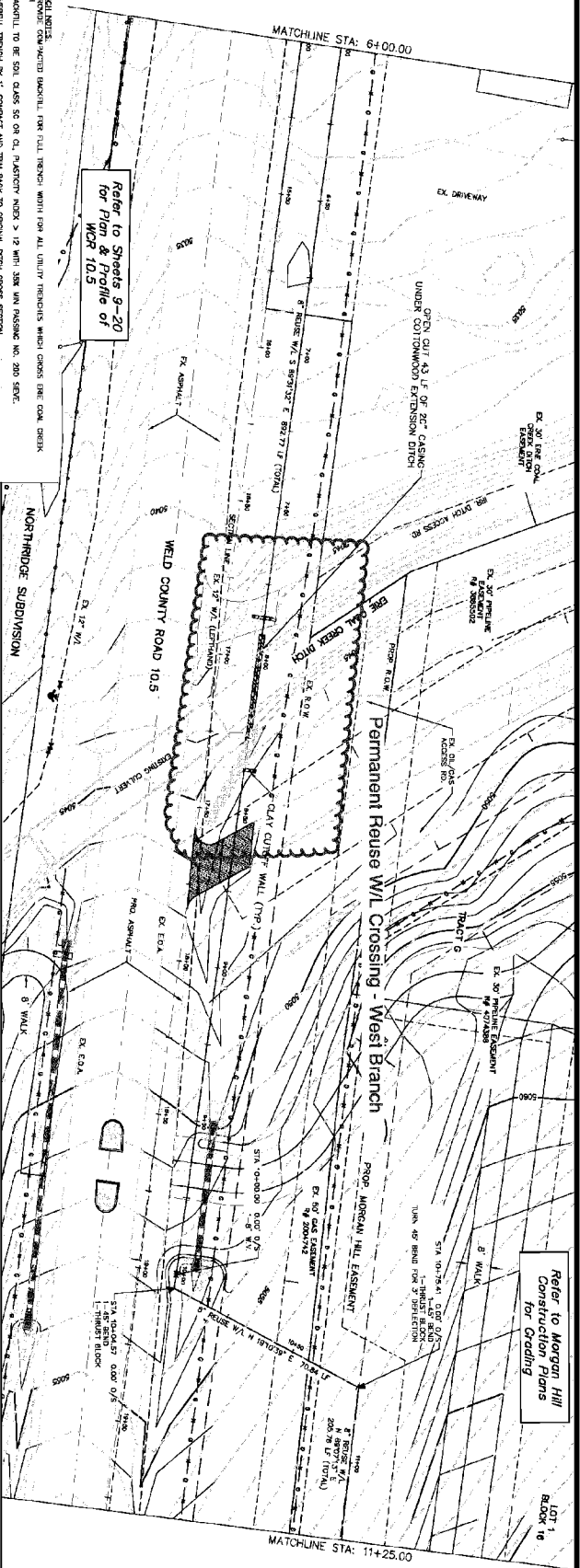


EXHIBIT B

SHEET NO. 17	SCALE 1"=20'	DATE 2/29/2018	PROJECT 2020-46	DRAWN BY TSA	CHECKED BY TSA	DRAWING NAME Inlet-Pond B	APPROVED BY JJ	MORGAN HILL FILING 1 IRRIGATION DITCH IMPROVEMENTS DETENTION POND B DETAIL Prepared For: Community Development Group		HURST CIVIL ENGINEERING PLANNING SURVEYING	HURST & ASSOCIATES, INC. 1255 South Pacific Rd, Suite B Lafayette, CA 94546 925.449.9195		REVISIONS		72 HOURS BEFORE NEW DOWNS CALL THE UTILITY NOTIFICATION CENTER OF CALIFORNIA (NCC)	811	CALL ELECTRIC, TELEPHONE, CITY AND FIREMADE GASES, FIBER, SLOTTED	SCALE VERIFICATION OF THIS DRAWING BY: [Signature] DATE: [Date]
								NO	DESCRIPTION				DATE	BY				

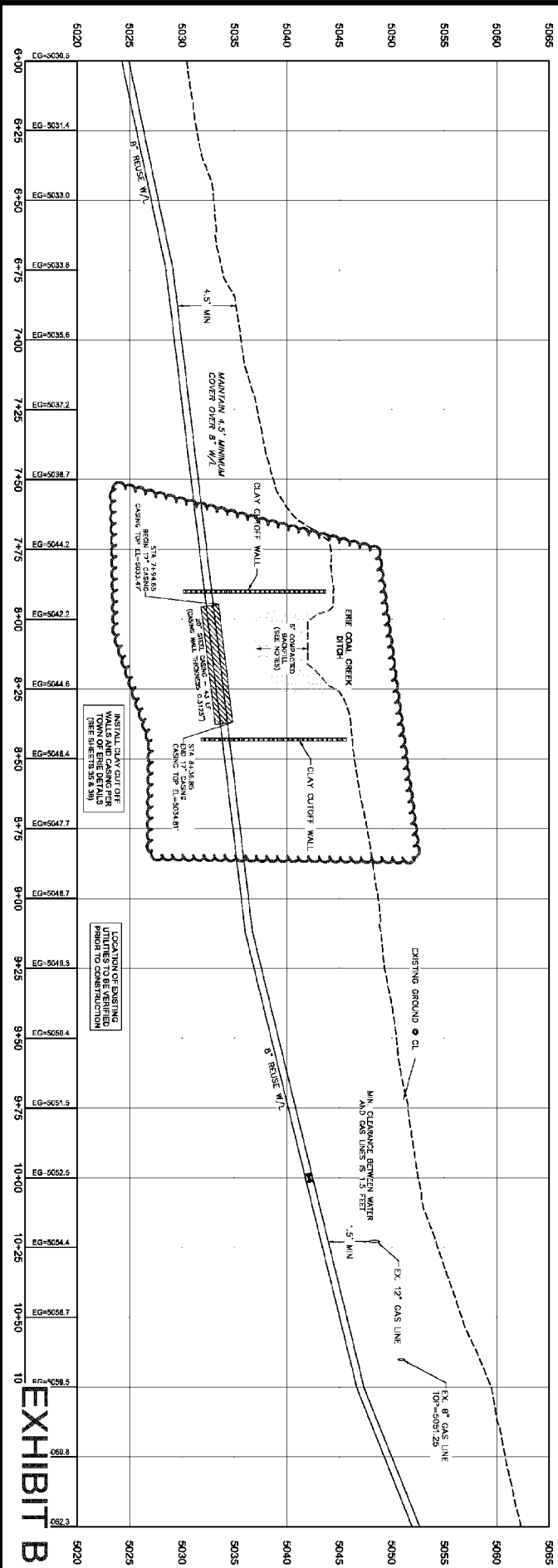






- 2) BACKLOG TO BE 50% CLASS 55 OR CL 4, FACTORY INDEX $\times 12$ WITH 55% W/IN RATING NO. 200 SECT.
- 3) OVERALL TRECHES IN 1ST COMMANEY AND BACK TO ORIGINAL DITCH CROSS SECTION.
- 4) BACKLOG TRECHES IN LONGE LITS IN GREATER THAN 12" COMPACT TO BCK OF STANDARD PROTECTA INSHIRT, AND PROTECTA CONTAIN WORKSITE WITH A MAXIMUM VARIATION OF 1.52.

REUSE BIN WL PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 6+00.00, END STA: 11+25.00



**Refer to Morgan Hill
Construction Plans
for Grading**

19

LEGEND	
	Proposed Waterline
	Existing Waterline
	Proposed Sewerline
	Existing Sewerline
	Proposed Stormline
	Existing Stormline
	Water Service
	Sewer Service
	Fire Service
	Existing Gas Line
	EG Underground Electric
	EG Overhead Electric
	Existing Telephone Line
	Existing Cable TV Line
	Trench
	Water Valve
	Fire Hydrant
	Flag
	Manhole
	Type 'N' net
	Existing Contours
	Proposed Contours
	Street Light
	Install Handicap Ramp

[illegible]

HURST & ASSOCIATES, INC.
1265 South Public Rd, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

**MORGAN HILL FILING 1
IRRIGATION DITCH IMPROVEMENTS
8" WATER REUSE LINE
STA 6+00 - 11+25**

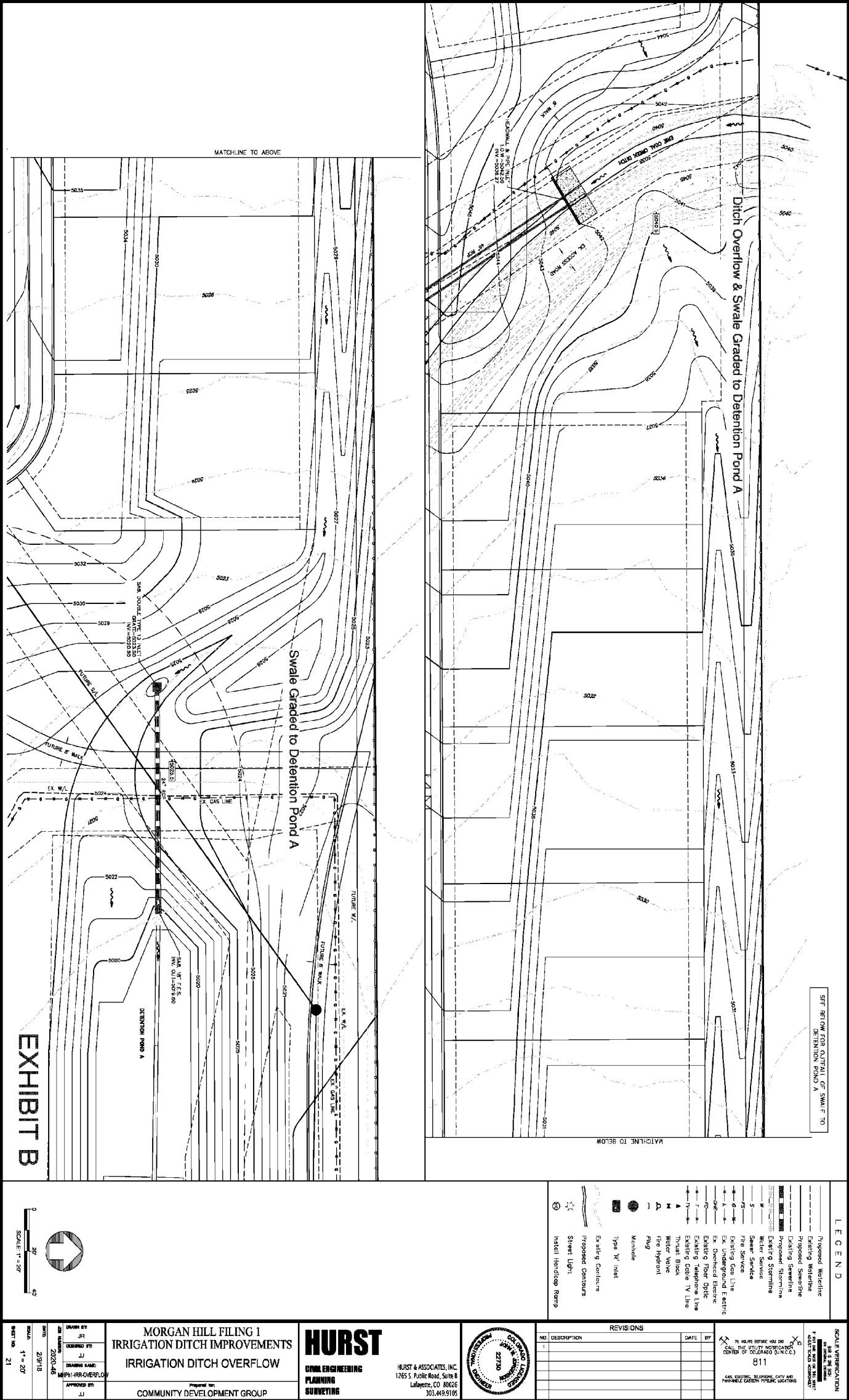
**Prepared for:
COMMUNITY DEVELOPMENT GROUP**

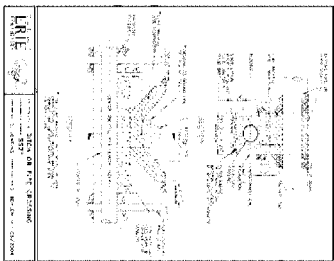
JOB NUMBER: 2020-46	DRAWN BY:	JR
	DESIGNED BY:	JJ
	DRAWING NAME:	WHP1 REUSE WL
	APPROVED BY:	JJ

DATE	2/9/2018
SCALE	1" = 20'
SHEET NO.	20



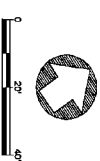
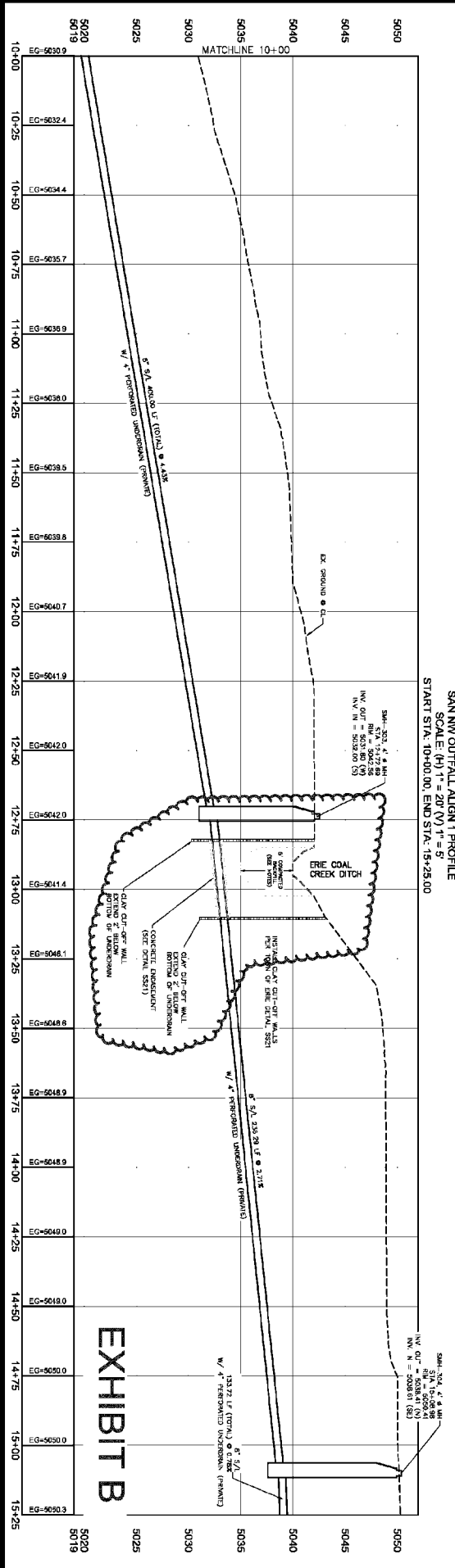
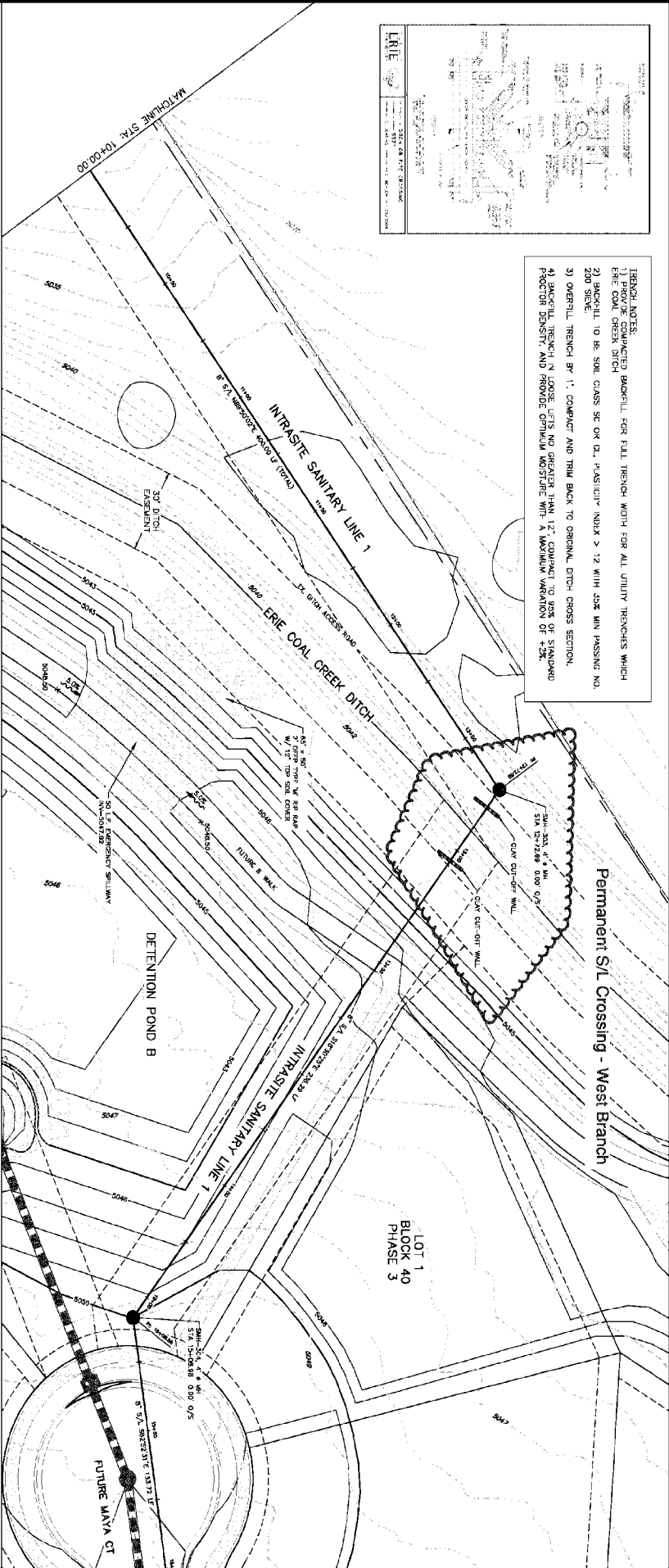
EXHIBIT





TECHNOLOGY NOTES:

- 1) PROVIDE COMPACTED BACKFILL FOR FULL TRENCH WIDTH FOR ALL UTILITY TRENCHES WHICH EXCEED 24" DEPTH.
- 2) BACKFILL TO BE SOIL CLASS BC OR CL, PLASTICITY INDEX ≤ 12 WITH 95% MIN. PASSING NO. 200 SIEVE.
- 3) OVERALL TRENCH BY 1" COMPACT AND TRIM BACK TO ORIGINAL DITCH CROSS SECTION.
- 4) PROVIDE 12" MIN. THICKNESS OF 100% GRADE 33 COMPACTED SUBGRADE STANDARD PRACTICE AND PROVIDE GRADUATED SLOPE WITH A MINIMUM VARIATION OF 1:50.

[illegible]




 <p>SCALE 1" = 20'</p>		
<p>SHEET NO. 22</p>	<p>MORGAN HILL PHASE 2 CONSTRUCTION PLANS</p> <p>INTRASITE SANITARY 1</p> <p>Prepared by: COMMUNITY DEVELOPMENT GROUP</p>	<p>HURST</p> <p>CIVIL ENGINEERING PLANNING SURVEYING</p> <p>HURST & ASSOCIATES, INC. 2500 Broadway, Suite 8 Boulder, CO 80504 303.448.5935</p>

EXHIBIT C

FORM OF SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made on _____, between Morgan Hill Investors, LLC, as owner of the land (Landowner), whose address 2500 Arapahoe Avenue, Suite 220, Boulder, CO 80302 and _____ (Beneficiary), the present holder of a Deed of Trust and note, whose address is _____.

RECITALS

- A. Landowner is the owner of a certain parcel of real property situated in the County of Weld and State of Colorado, as described in **EXHIBIT 1**, attached to and incorporated herein, did execute a Deed of Trust dated _____, to the Public Trustee dated _____, the Public Trustee in and for the County of _____ to secure a note in the original principal amount of \$ _____ dated _____, _____, and payable to _____ Said Deed of Trust was recorded on _____, _____, at Reception No. _____, of the records of said County.
- B. The Erie Coal Creek Ditch (Ditch) crosses portions of the property described in **EXHIBIT 1**. To facilitate Landowner's proposed development of the property, Landowner and the owner of the Ditch, the Erie Coal Creek Ditch and Reservoir Company (Ditch Company), entered into an Agreement to Modify Ditch and Ditch Easement (Agreement), which is dated _____, recorded on _____, Rec. No. _____. The Agreement allows Landowner to pipe and relocate a segment of the Ditch approximately 2700 feet long (Installation) and install a trail along a segment of the Ditch approximately 3000 feet long. The Agreement sets forth terms, rights and obligations with respect to the Installation. Section 6 of the Agreement requires the Landowner to deed an easement, the form of which is attached as **EXHIBIT C** to the Agreement, to the Ditch Company for the relocated portion of the Ditch (Easement Deed).
- C. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Deed of Trust in favor of the Beneficiary be subordinate to the Agreement and to the Easement Deed to be deeded by Landowner in the future.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Agreement and the Easement Deed shall unconditionally, be, and at all times remain, an interest and obligation upon the property described therein which is prior and superior to the lien or interest created by the Deed of Trust held by the Beneficiary.

2. The Agreement and the Easement Deed shall be controlling with regard to the priority of the Deed of Trust, Agreement and Easement Deed specified above, and the terms hereof shall supersede any provisions contained in the Deed of Trust for the use and benefit of the Beneficiary regarding subordination.
3. The Beneficiary has reviewed the terms and conditions of the Agreement and the Easement Deed in favor of the Ditch Company, and hereby approves those terms and conditions. Beneficiary understands that the Ditch Company would not have allowed Landowner's construction of the Installation without the Agreement and the Easement Deed.

LANDOWNER:

Signature

Name, Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2018, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

 Notary Public

BENEFICIARY:

Signature

Name, Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2017, by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 1 to EXHIBIT C**LEGAL DESCRIPTION OF PROPERTY**

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7 FROM WHENCE THE NORTHEAST CORNER LIES N89°42'31"E, 2,627.25 FEET (BASIS OF BEARINGS);

THENCE N89°42'31"E, 2,587.24 FEET ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF WELD COUNTY ROAD 3 THE FOLLOWING EIGHT COURSES:

- 1) S00°56'30"W, 1,094.48 FEET;
- 2) N89°03'30"W, 5.00 FEET;
- 3) S00°56'30"W, 400.00 FEET;
- 4) N89°03'30"W, 5.00 FEET;
- 5) S00°56'30"W, 300.01 FEET;
- 6) S89°03'30"E, 5.00 FEET;
- 7) S00°56'30"W, 819.78 FEET;
- 8) S45°40'45"W, 42.62 FEET;

THENCE N89°35'04"W, 3,345.34 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD 10.5:

THENCE NORTHERLY ALONG THE APPROXIMATE CENTERLINE OF THE COTTONWOOD EXTENSION IRRIGATION DITCH THE FOLLOWING THIRTY-NINE COURSES:

- 1) N39°24'29"W, 40.78 FEET;
- 2) N26°38'23"W, 135.20 FEET;
- 3) N13°53'36"W, 158.68 FEET;
- 4) N36°23'43"W, 31.70 FEET;
- 5) N59°52'05"W, 62.16 FEET;
- 6) N53°03'38"W, 85.80 FEET;
- 7) N04°51'35"W, 61.01 FEET;
- 8) N51°35'2B"E, 155.73 FEET;
- 9) N28°20'58"E, 261.76 FEET;
- 10) N26°39'54"W, 47.96 FEET;
- 11) N74°15'05"W, 227.61 FEET;
- 12) N47°24'4B"W, 137.09 FEET;
- 13) N74°40'43"W, 112.08 FEET;
- 14) N49°11'34"W, 56.76 FEET;
- 15) N14°32'25"E, 235.64 FEET;
- 16) N72°08'01"E, 158.71 FEET;

17) N53°54'06"E, 50.99 FEET;
18) N34°52'42"E, 225.05 FEET;
19) N17°48'58"E, 23.12 FEET;
20) N07°00'02"W, 40.81 FEET;
21) N33°54'02"W, 71.50 FEET;
22) N39°36'41"W, 129.87 FEET;
23) N26°45'46"W, 45.48 FEET;
24) N10°53'00"W, 47.78 FEET;
25) N09°53'00"E, 101.59 FEET;
26) N30°12'45"E, 230.36 FEET;
27) N47°57'28"E, 85.66 FEET;
28) N59°51'01"E, 165.88 FEET;
29) N32°03'18"E, 35.53 FEET;
30) N05°46'02"W, 34.26 FEET;
31) N22°03'27"W, 35.67 FEET;
32) N01°16'55"E, 37.91 FEET;
33) N43°16'32"E, 62.61 FEET;
34) N60°37'03"E, 83.57 FEET;
35) N78°42'40"E, 123.21 FEET;
36) N82°06'59"E, 105.09 FEET;
37) N75°47'10"E, 52.30 FEET;
38) N53°02'56"E, 18.25 FEET;
39) N28°58'49"E, 15.57 FEET;
THENCE N89°50'02"E, 366.91 FEET ALONG THE NORTH LINE OF THE NORTHWEST
QUARTER OF SECTION 7 TO THE POINT OF BEGINNING, CONTAINING 214.88
ACRES, MORE OR LESS.

DESCRIPTION BY:

BO BAIZE, COLORADO PLS 37990
FOR AND ON BEHALF OF:
HURST & ASSOCIATES, INC.
2500 BROADWAY, SUITE B, BOULDER CO 80304

EXHIBIT D-1
Eastern Segment Easement Deed

EASEMENT DEED

Morgan Hill Investors, LLC (Grantor), a Colorado corporation, whose address is 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302, for the consideration of ten and 00/100 DOLLARS, in hand paid, hereby sells and conveys to **Erie Coal Creek Ditch and Reservoir Company** (Grantee), a Colorado nonprofit corporation, whose legal address is c/o Dan Grant, Secretary, P.O. Box 119, Longmont, Colorado 80502-0119,

the following real property in the County of Weld and State of Colorado, to wit:

a thirty foot (30') wide permanent non-exclusive easement more fully described in the attached **EXHIBIT 1** for the operation, maintenance, repair and replacement of the Erie Coal Creek Ditch ("Ditch").

Grantee shall have the right to use the easement for the purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing the Ditch in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of a water pipeline on the property described in **EXHIBIT 1**; and of cutting and clearing trees, brush, debris and other obstructions that might interfere with the operation and maintenance of the Ditch or the Ditch's facilities.

The Grantor shall not place any improvements or structures including fences, berms, walls, trees or bushes in the easement that interfere with the operation, maintenance, repair and replacement of the Ditch. Placements are done so at the risk of the persons or entities placing the improvements or the structures on the property described in **EXHIBIT 1**. Grantee may demand the removal of such improvements or structures and may remove them at any time for the purposes of operating, maintaining, repairing or replacing the Ditch; provided, however, the Grantee shall not be entitled to demand removal of improvements for which Grantee has granted written permission to Grantor or to others to install. Any property damage incurred as a result of normal operation, maintenance, replacement or repair within the easement including removal of any improvements which interfere with the use of the easement except for those described above shall be the responsibility of the Grantor, its successors and assigns, and not the responsibility of Grantee.

with all its appurtenances, and warrant(s) the title to the same.

DATED: _____

GRANTOR:

MORGAN HILL INVESTORS, LLC
a Colorado limited liability corporation

By: _____

Its _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 201_,
by _____, as _____ of Morgan Hill Investors,
LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT D-2
Western Segment Easement Deed

EASEMENT DEED

Morgan Hill Investors, LLC (Grantor), a Colorado corporation, whose address is 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302, for the consideration of ten and 00/100 DOLLARS, in hand paid, hereby sells and conveys to **Erie Coal Creek Ditch and Reservoir Company** (Grantee), a Colorado nonprofit corporation, whose legal address is c/o Dan Grant, Secretary, P.O. Box 119, Longmont, Colorado 80502-0119,

the following real property in the County of Weld and State of Colorado, to wit:

a twenty-five foot (25') wide permanent non-exclusive easement more fully described in the attached **EXHIBIT 1** for the operation, maintenance, repair and replacement of the Erie Coal Creek Ditch ("Ditch").

Grantee shall have the right to use the easement for the purposes of installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing the Ditch in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of a ditch conveying water on the property described in **EXHIBIT 1**; and of cutting and clearing trees, brush, debris and other obstructions that might interfere with the operation and maintenance of the Ditch or the Ditch's facilities.

The Grantor shall not place any improvements or structures including fences, berms, walls, trees or bushes in the easement. Placements are done so at the risk of the persons or entities placing the improvements or the structures on the property described in **EXHIBIT 1**. Grantee may demand the removal of such improvements or structures and may remove them at any time for the purposes of operating, maintaining, repairing or replacing the Ditch; provided, however, the Grantee shall not be entitled to demand removal of improvements for which Grantee has granted written permission to Grantor or to others to install. Any property damage incurred as a result of normal operation, maintenance, replacement or repair within the easement including removal of any improvements which interfere with the use of the easement except for those described above shall be the responsibility of the Grantor, its successors and assigns, and not the responsibility of Grantee.

with all its appurtenances, and warrant(s) the title to the same.

DATED: _____

GRANTOR:

MORGAN HILL INVESTORS, LLC
a Colorado limited liability corporation

By: _____

Its _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 201_,
by _____, as _____ of Morgan Hill Investors,
LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public