

## **GRAZING AND FARM LEASE AGREEMENT**

This GRAZING AND FARM LEASE AGREEMENT (“Lease Agreement”) is entered into this \_\_\_\_ day of January 2023, by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality acting by and through its Water Enterprise (“Greeley”) and A & A FARMING, LLC, a Colorado limited liability company (“A & A Farming”).

### **Recitals**

WHEREAS, Greeley owns certain real property consisting of approximately 86 acres located in Weld County, Colorado, which real property is more particularly described on Exhibits A-1 and A-2, attached hereto and incorporated herein (collectively “Property”); and

WHEREAS, Greeley also owns those certain water rights represented by fourteen and two-fifths (14-2/5) shares of capital stock in The Greeley Irrigation Company evidenced by Stock Certificate Nos. 3471 and 3473 (“Water Rights”); and

WHEREAS, Greeley desires to manage rangelands on this and other of its properties in alignment with best practices to improve overall land health, including managing undesirable species by non-chemical means to the greatest extent practicable; and

WHEREAS, A & A Farming desires to use the Property and Water Rights for grazing and farming purposes, and is willing to support and collaborate with Greeley and the Natural Areas & Trails division of its Greeley Culture, Parks and Recreation Department on its weed management and other land management efforts on the Property; and

WHEREAS, Greeley is willing to lease the Property and Water Rights to A & A Farming for such purposes under the terms of this Lease Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Greeley and A & A Farming agree as follows.

### **Agreement**

1. **LEASE**. Greeley hereby leases the Property and Water Rights to A & A Farming for grazing and farming purposes.

2. **TERM OF LEASE**. The term of this Lease Agreement begins on the date it is fully executed and expires on December 31, 2023.

3. **CONSIDERATION**. A & A Farming shall pay to Greeley a Lease Amount of nine thousand dollars (\$9,000.00) for use of the Property and Water Rights, in two equal installments. The first installment of four thousand five hundred dollars (\$4,500.00) is due upon execution of this Lease Agreement, and the second installment of four thousand five hundred dollars (\$4,500.00) is due no later than December 15, 2023.

4. **IMPROVEMENTS**. With the exception of any existing fencing, there are no structures or improvements on the Property to which A & A Farming is entitled use by this Lease Agreement.

5. **CONDITION OF PROPERTY**. A & A Farming has inspected the Property and acknowledges that the Property is being leased “as-is.” No representations, statements or warranties,

express or implied, have been made by or on behalf of Greeley as to the condition of the Property. In no event shall Greeley be liable for any defect in the Property or for any limitation on its anticipated uses.

6. AUTHORIZED USE AND MANAGEMENT OF PROPERTY. A & A Farming shall occupy and use the Property solely for farming and the grazing of cattle. A & A Farming shall not introduce any other livestock to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley.

a. A & A Farming shall care for the Property in a manner that is consistent with sound agricultural and conservation practices and supports Greeley's land management efforts, including the avoidance of overgrazing on the Property. If at any time Greeley suspects that A & A Farming is overgrazing, Greeley may use stocking calculations and NRCS methodology to assess range condition and determine remaining grazing days. Upon the determination pursuant to such an assessment that any portion of the Property has been overgrazed, Greeley may limit further grazing or terminate this Lease Agreement. A & A Farming shall disperse watering troughs, mineral stations, and any similar facilities throughout the Property, and move them regularly, to avoid soil compaction or other detrimental impacts caused by concentrating animals in one area. Mineral stations shall be of a style that prevents the material from affecting the soil.

b. A & A Farming shall furnish, at its sole expense, all labor, machinery, and other materials needed for the use and occupation of the Property.

c. A & A Farming shall not mow the Property other than to keep vegetation clear of fencing or other permitted improvements on the Property. A & A Farming shall not trim nor cut down any trees on the Property.

d. Greeley will manage noxious weeds on the Property that Greeley determines, in its sole discretion, are not sufficiently managed by grazing and other appropriate non-chemical means. A & A Farming shall cooperate with Greeley in all such efforts and facilitate access to the Property by Greeley staff at all reasonable times for the purposes of weed eradication and associated activities. A & A Farming shall not apply chemicals to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley. A & A Farming shall not apply any materials to the Property that are prohibited by applicable local, state, or federal law, as applicable now or hereafter enacted.

7. AUTHORIZED USE OF WATER RIGHTS.

a. A & A Farming may use the Water Rights for agricultural irrigation on the Property at no additional charge beyond the Annual Lease Amount.

b. Greeley shall be responsible for any ditch company assessments or other charges and expenses attributable to the Water Rights. A & A Farming shall comply with all the rules, regulations, and policies of The Greeley Irrigation Company.

c. A & A Farming agrees to use the Water Rights, and the water delivered pursuant to this Lease Agreement, only for agricultural irrigation of the Property. A & A Farming agrees to take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action which could be construed as abandonment of the Water Rights.

d. A & A Farming shall not rent, sublease, nor otherwise convey the right to use the Water Rights to third parties, nor allow any third parties to use the Water Rights or water delivered

pursuant to said Water Rights on lands other than the Property or for any uses other than described in this Lease Agreement.

e. Greeley makes no warranty, guarantee, nor representation of any kind regarding the amount or quality of water that will be yielded or delivered pursuant to the Water Rights. Greeley shall not be liable for any failure of delivery of water pursuant to the Water Rights due to drought, other force of nature, or due to the failure of any ditch and/or reservoir company infrastructure.

f. A & A Farming acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado. A & A Farming agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, A & A Farming shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

#### 8. LESSEE'S COVENANTS.

a. A & A Farming shall take all necessary action to ensure that cattle are confined to the Property, and not permitted to roam onto F Street, the Poudre River Trail, or other adjacent parcels.

b. A & A Farming shall install and maintain electric wire fencing to separate the portions of the Property being grazed from the Poudre River Trail and other adjacent parcels, to ensure that all cattle are confined to the Property. A & A Farming shall utilize no less than two strands of the electric wire fencing to ensure that cattle of all sizes are confined. Such electric wire fencing shall be installed at a distance no less than 30 feet from the Poudre River Trail at all points along the perimeter of the Property. The fencing shall comply at a minimum with the excerpt from Colorado Parks and Wildlife's "Fencing for Wildlife" guide attached hereto as Exhibit B. A & A Farming shall maintain adequate signage on the fence line inside the edge of the Property to ensure that users of the Poudre River Trail and all other passersby are provided notice that the fencing is charged.

c. A & A Farming shall not intentionally harass, injure, or kill any wildlife species on the Property, including, without limitation, non-domesticated amphibians, reptiles, fish, birds, or mammals native to the Greeley area. Adams shall contact Greeley and Colorado Parks and Wildlife to address any wildlife management concerns on the Property.

d. A & A Farming shall not hunt or fish on the Property without obtaining separate approval from Greeley, which approval may be given, conditioned, or withheld at Greeley's sole discretion. A & A Farming shall not allow any other party to hunt or fish on the Property.

e. A & A Farming shall not assign this Lease Agreement, nor sublet the Property or any part thereof. A & A Farming shall not pledge nor mortgage its interest in this Lease Agreement without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall not directly nor indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

f. A & A Farming shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall not erect, paint, or maintain any signs on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall promptly remove any such signs or improvements to which Greeley consents upon expiration or termination of this Lease Agreement.

g. A & A Farming shall not allow any noise, odors, fumes, or vibrations on the Property other than those caused by normal agricultural practices that may disrupt normal activities on adjacent properties.

h. A & A Farming shall undertake reasonable measures to avoid the introduction of noxious weeds to the Property, including, without limitation, using certified weed-free feed and bedding, and by cleaning equipment before entering onto the Property.

i. A & A Farming shall maintain the Property in as good repair and condition as it exists at the commencement of this Lease Agreement. A & A Farming shall not damage the Property, including, without limitation, by vehicle use associated with grazing. A & A Farming shall promptly notify Greeley of any such damage caused and immediately restore the Property to its previous condition.

j. A & A Farming shall peaceably surrender possession of the Property to Greeley upon the expiration or termination of this Lease Agreement.

9. INDEMNIFICATION.

a. A & A Farming assumes the risk of loss or damage to any cattle, crops, and any other personal property located on the Property, whether from windstorm, fire, earthquake, snow, water run-off, soil conditions, or any other causes whatsoever.

b. A & A Farming and its agents, employees, contractors, and invitees release and agree to indemnify, defend and hold harmless Greeley, its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the operations and activities of A & A Farming under this Lease Agreement, including, without limitation, the operation by A & A Farming of the required electric wire fencing to confine cattle to the Property.

c. Nothing in this Lease Agreement is intended constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as applicable now or hereafter amended.

10. HAZARDOUS MATERIAL.

a. A & A Farming shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by A & A Farming, its agents, employees, contractors, or invitees without the prior written consent of Greeley (which Greeley shall not unreasonably withhold consent so long as A & A Farming demonstrates to Greeley's reasonable satisfaction that such Hazardous Material is necessary to use of the Property for grazing or farming purposes, and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material).

b. If A & A Farming breaches the obligations stated herein, or if the presence of Hazardous Material on the Property caused or permitted by A & A Farming results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which A & A Farming is legally liable to Greeley for damage resulting therefrom, then A & A Farming and its agents, employees, contractors, and invitees shall indemnify, defend, and hold Greeley harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the lease term as a result of such contamination. This indemnification of Greeley includes, without limitation,

costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

c. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by A & A Farming results in any contamination of the Property, A & A Farming shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that Greeley's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.

d. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1321; (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6903; (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601; or (vii) defined as a "regulated substance" pursuant to the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991.

11. RESERVATIONS. Greeley reserves the right under this Lease Agreement to have its officers, employees, and representatives enter onto the Property at any time for any purpose, including, without limitation, for inspections, site assessments, surveys, groundwater monitoring, weed management, and other associated activities. Greeley agrees to compensate A & A Farming for any damage to crops directly caused by such activities.

a. Without limiting the foregoing, Greeley reserves the right under this Lease Agreement to allow third parties to access the Property during the term of this Lease Agreement for hunting purposes. Greeley shall undertake reasonable efforts to minimize any potential effects of such access on authorized uses of the Property by A & A Farming and shall provide an advance notice to A & A Farming of no less than 72 hours before allowing such access to third parties.

12. TERMINATION FOR CAUSE.

a. If A & A Farming fails to observe or perform any term or condition of this Lease Agreement, then Greeley, upon written notice to A & A Farming, may in its sole discretion terminate this Lease Agreement and re-enter and repossess the Property, with or without legal proceedings, using such force as may be necessary, and remove any property belonging to A & A Farming without prejudice to any claim for rent or for the breach of covenants hereof. A & A Farming and its agents, employees, contractors, and invitees agree to indemnify and hold Greeley harmless from and against any costs for the removal and storage of property incurred by Greeley under the provisions of this section.

b. If Greeley determines that A & A Farming has created a public safety hazard, then Greeley may immediately take action to secure the safe operation of the Property, including without limitation, terminating this Lease Agreement and/or removing A & A Farming and any equipment or livestock from the Property.

13. INSURANCE REQUIREMENTS.

a. A & A Farming shall purchase and maintain for the full term of this Lease Agreement, at its sole expense, insurance policies providing coverage as follows:

i. Farm liability insurance, including coverage for bodily injury, property damage, contractual liability, and broad-form property damage and owner/contractor's protective coverage, with a minimum coverage of not less than \$1,000,000.00, or such amount as is otherwise approved by the City of Greeley Risk Manager; and

ii. Workers' compensation and employers' liability insurance, if applicable, which shall cover the obligations of A & A Farming in accordance with the provisions of the Workers' Compensation Act of Colorado, as it exists now or is later amended.

b. Before commencement of the lease term, A & A Farming must present all applicable insurance policies, certificates of insurance, and endorsements, along with a signed copy of this Lease Agreement, to the City of Greeley Risk Manager, and receive the Risk Manager's written approval as to the adequacy of such insurance coverage.

c. The insurance policies shall contain an endorsement naming Greeley, and its council members, officers, agents, employees, and volunteers as additional insured parties with respect to all activities A & A Farming may perform under this Lease Agreement. Moreover, such endorsement shall include a notice provision requiring 30 days written notice to Greeley before any cancellation.

d. Only insurance companies with authority to issue policies in the State of Colorado shall provide insurance coverage under this Lease Agreement.

e. For the term of this Lease Agreement, A & A Farming shall not cancel, materially change, or fail to renew the insurance coverage, and A & A Farming shall notify the City of Greeley's Risk Manager of any reduction or exhaustion of aggregate policy limits. If A & A Farming fails to purchase or maintain the insurance coverage stated in this Lease Agreement, Greeley shall have the right to procure such insurance coverage at the expense of A & A Farming.

f. Nothing in this Section 13 shall limit the extent of the responsibility of A & A Farming for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its occupancy, use, or control of the Property or from its performance or nonperformance under this Lease Agreement.

14. STATUS OF LESSEE. A & A Farming and its agents, employees, contractors, and invitees shall conduct themselves at all times under this Lease Agreement as an independent contractor and not as employees, agents, or joint ventures of Greeley. The operations of A & A Farming will not be supervised by any employee or official of Greeley, nor will A & A Farming exercise supervision over any employee or official of Greeley. A & A Farming and its agents, employees, contractors, and invitees shall not represent themselves as employees, agents, or joint ventures of Greeley. A & A Farming and its agents, employees, contractors, and invitees are not entitled to Workers' Compensation benefits from Greeley, and are solely responsible for any tax obligations associated with their activities pursuant to this Lease Agreement.

15. MISCELLANEOUS PROVISIONS.

a. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

b. No waiver or default by Greeley of any of the terms, covenants, warranties, or conditions hereof to be performed, kept, or observed by A & A Farming shall be construed or operate as a waiver by Greeley of any of the terms, covenants, warranties, or conditions herein contained, to be performed, kept, or observed by A & A Farming.

c. A & A Farming agrees that Greeley is under no obligation to maintain the Property in a particular condition or for a particular use, and A & A Farming waives all claims for damages of any kind or nature, whatsoever, resulting from the condition or suitability of the Property for its anticipated uses.

d. Article and section headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Lease Agreement.

e. The provisions of this Lease Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the language in question.

f. A & A Farming shall perform all obligations under this Lease Agreement in strict compliance with all local, state, and federal laws, rules, charters, ordinances and regulations, as applicable now or later enacted or amended.

g. No term, condition, or covenant in this Lease Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person or entity other than Greeley or A & A Farming receiving services or benefits under this Lease Agreement shall be considered an incidental beneficiary.

h. This Lease Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. No representations, warranties, or certifications, expressed or implied, shall exist as between the parties, except as specifically set forth in this Lease Agreement. The parties shall only amend this Lease Agreement in writing with the proper official signatures attached thereto.

i. Invalidation of any specific provisions of this Lease Agreement shall not affect the validity of any other provision of this Lease Agreement.

j. A & A Farming shall not record this Lease Agreement in the real property records of any jurisdiction. This Lease Agreement is not intended to create any benefit or burden that runs with real property.

k. This Lease Agreement shall extend to and be binding upon the heirs, successors, and permitted assigns of the parties.

l. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Lease Agreement may be delivered by electronic means. The parties agree to accept and be bound by electronic signatures.

16. NOTICE. Any notice required by this Lease Agreement shall be deemed sufficient when provided by U.S. mail, hand delivery, or by electronic mail if receipt is acknowledged or no notice of non-delivery is received within three (3) days, using the information set forth below. Greeley and A & A Farming shall promptly update the other party if the appropriate contact information changes.

If to Greeley: City of Greeley Water and Sewer  
Attn: Water Resources Division  
1001 11<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Greeley, Colorado 80631  
Email: alex.tennant@greeleygov.com

If to Adams: A & A Farming, LLC  
Attn: Kurt Adams  
P.O. Box 126  
Lucerne, Colorado 800646  
Email: anahayfarming@gmail.com

IN WITNESS WHEREOF, the City of Greeley and A & A Farming have executed this Grazing and Farm Lease Agreement as of the date stated in the preamble.

**CITY OF GREELEY, COLORADO**  
a Colorado home rule municipality  
acting by and through its Water Enterprise

Attest:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**A & A FARMING, LLC,**  
a Colorado limited liability company

DocuSigned by:  
By: Kurt Adams \_\_\_\_\_  
Kurt Adams



**EXHIBIT A-1**  
**GRAZING AND FARM LEASE AGREEMENT**

Legal Description of the Property

Parcel A1: A part of the NE ¼ of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado, more particularly described as follows:

Beginning at a point on the North line of Section 2, Township 5 North, Range 66 West of the 6<sup>th</sup> P.M., said point being 677 feet West of the North quarter corner of said Section 2; thence South 236 feet to the center line of the Union Colony No. 3 Ditch; thence Northwesterly along said center line a distance of 541 feet to the intersection of said center line and the North line of said Section 2; thence East along said North line 460 feet to the point of beginning.

Parcel A2: All that part of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6<sup>th</sup> P.M., County of Weld, State of Colorado, described as follows: beginning at the Northeast corner of the NW ¼ of said Section 2, thence West along the North line thereof 677 feet; thence South 156.5 feet, more or less, to the right of way of the Greeley Irrigation Company Canal (No. 3); thence Southeasterly along the right of way of said Canal to the East line of said NW ¼; thence North along the East line of said Northwest Quarter (NW) to the point of beginning.

Parcels A1 and A2 being more particularly described as follows: A parcel of land being comprised of portions of Parcel No. 1 and Parcel No. 2 as previously described in a deed recorded June 13, 2003 as Reception No. 3072645 of the Records of Weld County and being situate in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Two (2), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 2, as monumented by a 2.5" Aluminum Pipe with a 3.25" Aluminum Cap stamped LS22098 and 1992, and assuming the North line of the Northwest Quarter of said Section 2 as bearing South 89°26'09" West a distance of 2721.10 feet, with all other bearings contained herein relative thereto: THENCE South 89°26'09" West along the North line of the Northwest Quarter of said Section 2 a distance of 121.34 feet to the Westerly line of that parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County and to the POINT OF BEGINNING;

The next Four (4) courses are along the Westerly and Northerly lines of said parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County: THENCE South 00°24'57" West a distance of 86.76 feet; THENCE South 59°51'03" West a distance of 174.56 feet; THENCE North 72°35'49" West a distance of 338.32 feet; THENCE South 74°26'36" West a distance of 280.71 feet to the Northerly Right of Way line of the Greeley #3 Ditch as called for in said Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County; THENCE South 73°14'56" East along the Northerly Right of Way line of the Greeley #3 Ditch a distance of 211.00 feet; THENCE South 02°36'47" East a distance of 31.80 feet to the center line of the Union Colony No. 3 Ditch;

The following Four (4) courses are along the center line of the Union Colony No. 3 Ditch: THENCE North 73°14'56" West a distance of 221.54 feet; THENCE North 66°27'32" West a distance of 206.66 feet to a Point of Curvature; THENCE along the arc of a curve concave to the Northeast a distance of 82.09 feet, said curve has a Radius of 110.00 feet, a Delta of 42°45'28" and is subtended by a Chord bearing North 45°04'48" West a distance of 80.20 feet to a Point of Tangency; THENCE North 23°42'04" West a distance of 30.71 feet to the North line of the Northwest Quarter of said Section 2; THENCE North 89°26'09" East along the North line of the Northwest Quarter of said Section 2 a distance of 1012.12 feet to the POINT OF BEGINNING.

Parcel B: That portion of the following property lying north and east of the Greeley No. 3 Canal – the South Half of the Southwest Quarter (S1/2SW1/4) of Section Thirty-Five (35), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6<sup>th</sup> P.M.), County of Weld, State of Colorado.

Excepting Therefrom that parcel of land conveyed to The City of Greeley in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 and also Excepting Therefrom that parcel of land conveyed to William A. Putnam and Mary A Putnam in a Quit Claim Deed recorded March 14, 1985 as Reception No. 2001839, said parcel of land conveyed in the Quit Claim Deed subsequently becoming the most westerly portion of the Stoneybrook Subdivision Filing No. 1.

Parcels C and D: That portion of the following property lying north of F Street – a parcel of land being situate in the Southeast Quarter of the

Southwest Quarter (SE1/4SW1/4) and the West Half of the Southeast Quarter (W1/2SE1/4) of Section Thirty-Four (34), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the South Quarter Corner of said Section 34, as monumented by a #6 Rebar with a 2.5" Aluminum Cap stamped LS24670 and 1993, and assuming the South line of the Southwest Quarter of said Section 34 as bearing North 89°11'27" West a distance of 2643.49 feet, with all other bearings contained herein relative thereto: North 89°11'27" West along the South line of the Southwest Quarter of said Section 34 a distance of 850.14 feet to the Southeast Corner of that certain parcel of land described in a deed recorded May 29, 1981 as Reception No. 1859175 of the Records of Weld County;

The next Five (5) courses are along the Easterly and Southerly boundary of that certain parcel of land described in a deed recorded May 29, 1981 as Reception No. 1859175 of the Records of Weld County: THENCE North 00°09'15" East a distance of 630.07 feet; THENCE North 76°09'15" East a distance of 77.28 feet; THENCE South 85°20'45" East a distance of 394.65 feet; THENCE North 75°39'15" East a distance of 106.41 feet; THENCE North 00°11'04" East a distance of 402.44 feet to the Southwest corner of that parcel of land conveyed to Weld County in a Special Warranty Deed recorded January 5, 2009 as Reception No. 3597771 of the Records of Weld County;

The next Eight (8) courses are along the Southerly boundary of said parcel of land described in said Special Warranty Deed recorded January 5, 2009 as Reception No. 3597771: THENCE North 39°47'04" East a distance of 132.37 feet; THENCE North 33°34'09" East a distance of 54.70 feet; THENCE North 58°13'04" East a distance of 96.81 feet; THENCE North 56°53'04" East a distance of 336.20 feet; THENCE North 76°22'04" East a distance of 109.79 feet; THENCE North 80°24'04" East a distance of 639.26 feet; THENCE North 79°11'04" East a distance of 308.90 feet; THENCE South 34°47'36" East a distance of 40.18 feet to the West line of said Parcel described in a Special Warranty Deed recorded January 5th/, 2009 as Reception No. 3597771; THENCE South 00°13'30" West along said West line a distance of 343.48 feet to the Northerly line of that parcel of land described in a Warranty Deed recorded September 2, 1982 as Reception No. 1902736 of the Records of Weld County;

The next Fourteen (14) courses are along the Northerly, Westerly, and Southerly boundary of said parcel of land described in said Warranty Deed recorded September 2, 1982 as Reception No. 1902736: THENCE South 56°02'18" West a distance of 428.14 feet; THENCE South 67°06'07" West a distance of 95.00 feet; THENCE South 75°46'07" West a distance of 95.00 feet; THENCE South 84°17'07" West a distance of 203.00 feet; THENCE South 80°24'07" West a distance of 102.00 feet; THENCE South 59°28'44" West a distance of 50.45 feet; THENCE South 33°17'55" West a distance of 206.69 feet; THENCE South 81°59'21" East a distance of 325.64 feet; THENCE South 79°10'44" East a distance of 106.30 feet; THENCE South 79°14'30" East a distance of 136.32 feet; THENCE South 65°19'09" East a distance of 154.87 feet; THENCE South 73°51'09" East a distance of 209.87 feet; THENCE North 85°17'08" East a distance of 58.28 feet; THENCE North 49°12'12" East a distance of 119.40 feet to the East line of the West Half of the Southeast Quarter of said Section 34; THENCE South 00°13'30" West along said East line a distance of 605.86 feet to the South line of the Southeast Quarter of said Section 34; THENCE North 89°11'21" West along the South line of the Southeast Quarter of said Section 34 a distance of 1320.39 feet to the POINT OF BEGINNING.

## EXHIBIT A-2 GRAZING AND FARM LEASE AGREEMENT

### Map of the Property

