

## REVERE NORTH DITCH REALIGNMENT AGREEMENT

**THIS DITCH REALIGNMENT AGREEMENT** ("Agreement") is made and entered into on this 4<sup>th</sup> day of April, 2024, by and among FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (the "Developer"), REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 2, a governmental entity and political subdivision of the State of Colorado (the "District"), and THE HARRY LATERAL DITCH COMPANY, a Colorado mutual ditch corporation (the "Ditch Company" or the "Company") (together referred to as the "Parties").

**WHEREAS**, Developer is the owner of certain real property located in Johnstown, Colorado, generally located on the north side of Weld County Road 50 (Veterans Parkway) and east of I-25 (the "Property"), as such property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, which Developer seeks to develop for residential uses (the "Project"); and

**WHEREAS**, Ditch Company is the operator of a canal or ditch commonly known as the Harry Lateral Ditch (hereinafter called the "Ditch"); and

**WHEREAS**, the Parties agree that the Company has a valid, existing easement and right of way for the Ditch and across sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize said easement and right of way at the current location of the Ditch, as it crosses the Property, a portion of which is depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Existing Ditch Easement Area"); and

**WHEREAS**, in connection with the Project, the Developer seeks to construct a "Ditch Realignment Project" by realigning a portion of the Ditch that consists of installing a 24-inch (24") HDPE pipe to direct flow east along WCR 50 and then north along the eastern line of the Property to tie together the upstream and downstream points of this section of the Ditch, as further described and shown on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "New Ditch Easement Area"). Such realignment is necessary for the configuration and construction of streets, sidewalks and other public utilities for the Project, as more particularly described in the Revere North Development Plans, which have been approved and accepted by each of the Parties (the "Realignment Plans" or the "Plans"), and are depicted on **Exhibit "D"** attached to this Agreement and incorporated herein by this reference; and

**WHEREAS**, the Ditch Realignment Project will consist of the realignment of a section of the Ditch consisting of approximately 664 linear feet from Sta 0+50 to Sta 7+14 along WCR 50 (Veterans Parkway) and approximately 831 linear feet from Sta 7+14 to Sta 15+45 along the eastern boundary line for a total of 1,495 linear feet of the Ditch. (the "Realigned Ditch"); and

**WHEREAS**, the Developer will grant, a permanent easement to the Ditch Company, satisfactory to the Company, within the New Ditch Easement Area as part of the Ditch Realignment Project (the "Permanent Easement") in the form of the Revere North Ditch Easement Agreement attached hereto as **Exhibit "E"** (the "Easement Agreement") and upon Realignment Project Acceptance defined in Section 3.4, the Ditch Company will then quit claim all of its rights in the Existing Ditch Easement Area on terms and conditions hereinafter set forth.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in and made a part of the Agreement of the Parties.

2. **Conveyance of Permanent Easement/Quit Claim.** In connection with the development of the Property, the Parties agree as follows: (i) the Ditch Company and Developer and District will execute the form of Permanent Easement in the Easement Agreement attached hereto as **Exhibit "E"**; and (ii) upon Realignment Project Acceptance, as described below, the Ditch Company will execute the form of quit claim deed to relinquish its rights to the Existing Ditch Easement Area attached hereto as **Exhibit "F"** and incorporated herein in by this reference (the "Quit Claim"). The Ditch Company will execute and deliver the Easement Agreement and the Quit Claim to the Developer, and the Developer will cause, at its sole cost and expense, recordation of the Easement Agreement and Quit Claim in the real property records of Larimer County, Colorado.

3. **Ditch Realignment Project.** The Parties agree the Ditch Realignment Project will be completed in accordance with terms of this Section 3.

3.1 **Timing of Construction/Impact on Irrigation Activities.** The parties acknowledge that Developer will be coordinating construction activities related to the Ditch Realignment Project with other work required in connection with the Project. Developer agrees to work with reasonable diligence toward completion of the Ditch Realignment Project and shall use best efforts to complete said project before April 1, 2024. Developer agrees to complete the Ditch Realignment Project with due care and in a manner that shall in no way interrupt, impede or interfere with the flow of irrigation waters, the related carriage of other waters, the operations and access to the Existing Ditch, or adversely affect the quality of the water in violation of applicable law. The Parties recognize the absolute necessity of the ability of the Ditch Company to operate and therefore in the event the Ditch Realignment Project is not completed by April 1, 2024, Developer shall pay actual damages together with an additional sum of \$25,000.00 per day, every day from April 1<sup>st</sup> to April 21<sup>st</sup> and \$70,000.00 every day from April 22, 2024 until the Project is complete. The Parties agree that (i) no damages or penalties shall be assessed from April 1<sup>st</sup> to April 15<sup>th</sup> so long as the Ditch Company has no

commitment to deliver water to a stockholder calling for water delivery during that time and (ii) no penalties shall be assessed for any period from and after April 1<sup>st</sup> to April 22<sup>nd</sup> if Developer delivers the water otherwise required to pass through the Ditch via alternative means, such as pumps, pipelines and/or re-routing, and such alternative means are expressly reviewed and reasonably approved in writing by the Ditch Company as a temporary acceptable alternative delivery method. Developer and the Ditch Company agree to work together in good faith to coordinate construction activities with irrigation activities. The Ditch Company agrees to provide to Developer reasonable advance notice of activities that will result in the flow of water through the Existing Ditch if they occur outside of the irrigation season. The Ditch Company's irrigation season generally runs from April 1<sup>st</sup> to October 31<sup>st</sup>.

3.2 Plans and Specifications. The Parties have reviewed and agreed upon the Realignment Plans, which shall be the basis for all work completed to realign the Ditch, except as expressly agreed by the Ditch Company. The Ditch Company reserves the right to observe and review the work to the satisfaction of the Company superintendent, the Company's engineer, or other assigned agents.

3.3 Approvals. Developer shall obtain all necessary local city and county, state, and federal approvals, consents, authorizations and permits and shall perform the construction and/or installation associated with the Ditch Realignment Project in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair, and maintenance of the Ditch Realignment Project. The Company acknowledges that the Developer has provided the preliminary plans and specifications for the improvements to the Company for its review and approval. Prior to any construction, maintenance and repair of the Ditch Realignment Project, the Developer shall provide final plans and specifications and obtain the Company's written approval of such plans and specifications and any contemplated work prior to exercising its rights pursuant to this Agreement, which approval will not be unreasonably withheld, and after which the final approved plans shall be the "Plans" for purposes of this Agreement. The Company's review and any approval of such final plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release, or limit the Developer from any obligation, responsibility, or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair, and maintenance of the Ditch Realignment Project per the terms of this Agreement. The Developer and the Company agree to cooperate in good faith to coordinate any construction, maintenance, operation, and repair of the Ditch, Ditch Easement, Crossing Area, and the improvements that constitute the Ditch Realignment Project. All construction of the improvements thereto shall be done by the Developer, entirely without cost to the Company or the District. The Developer shall have the obligation to repair, maintain, or replace the improvements until such obligations are transferred pursuant to the terms and conditions of this Agreement. Upon completion of the improvements that constitute the Ditch Realignment

Project, the Developer shall provide to the Company and the District a certification by a professional engineer licensed in Colorado that the improvements have been constructed in conformance with the approved Plans.

3.4 Project Closeout. Upon completion of the Ditch Realignment Project, Developer shall promptly notify the Ditch Company of such completion and provide to the Ditch Company "as built a/k/a record" drawings for the Realigned Ditch. Within fifteen (15) days of such notice, Developer and the Ditch Company shall jointly perform an on-site inspect of all construction work performed. If any deficiencies in the work or material deviations from the Plans, the Ditch Company shall notify Developer of any such defect within five (5) days of the date of inspection. Developer agrees to remedy the same within a reasonable period of time thereafter. If such remediation is necessary, Developer shall perform the same in accordance with the Plans and take such other reasonable and necessary actions for protection of the Realigned Ditch and surrounding property as determined by the Company. For purposes of the warranty set forth in Section 3.6 below, the Ditch Realignment Project shall be deemed accepted by the Ditch Company in accordance with the following ("Realignment Project Acceptance"): (1) fifteen (15) days after the date of inspection, if no notice of defect is given to Developer within such time as described above; or (2) the date on which such defects are remedied to the reasonable satisfaction of the Ditch Company.

3.5 Ditch Realignment Project Costs and Expenses. The Developer represents that the Ditch Realignment Project is being paid for by Developer and that the Developer is responsible for performing all activities necessary for completion of the Ditch Realignment Project and is responsible for any and all fees, costs and expenses paid to the Ditch Company. It is expressly understood that the Ditch Company is not liable for any such costs, or responsible for completion of said Project.

3.6 Ditch Company's Costs and Expenses. Developer agrees to reimburse the Ditch Company for all reasonable and necessary expenses it incurs in connection with the Ditch Realignment Project, such as for legal work; review of plans and specifications; property inspections; construction supervision and inspections; and motor vehicle use in connection therewith. In addition to the costs and expenses described herein, Developer agrees to pay the Ditch Company a realignment fee of Thirty-Nine Thousand Five Hundred and Seventy Dollars (\$39,570.00) in connection with the execution of this Agreement. The Ditch Company agrees to provide Developer with detailed invoices for expenses incurred and Developer agrees that it shall make payment for such expenses within (30) days of receipt of an invoice or invoices therefor. Developer has paid certain Ditch Company expenses up front, and to the extent such payment exceeds Ditch Company expenses, the excess payment shall be applied to the realignment fee.

3.7 Warranty on Construction. Developer warrants to the Ditch Company that all construction work performed on the Ditch Realignment Project shall be free of

defects and nonconformances in design, materials and workmanship for a period beginning on the date of Realignment Project Acceptance (as described in Section 3.3), and ending five years from such date. Upon timely notice to Developer of a defect, nonconformance, design, material or workmanship issue, Developer shall, at its expense and within a reasonable period of time, remedy any such defect, nonconformance, design, material or workmanship issue to the reasonable satisfaction of the Ditch Company. The warranty shall be transferable from Developer to the Revere at Johnstown Metropolitan District after the first two years of the warranty upon notice to the Ditch Company of the transfer or assignment and written acceptance of the obligations by said District.

3.8 Bond. Developer shall require their contractor to furnish a 100% Performance Bond and 100% Labor and Material Payment Bond with Ditch Company and Developer as dual obligees at Developer's cost and expense in the amount of \$500,000.00, or the amount the Project will cost, whichever is greater. The bonds must be executed by a corporate surety licensed to transact business in Colorado. Such surety shall be named in the Department of Treasury Federal Registry, and the sum of the bonds shall not exceed the underwriting limitation as provided by the current Registry. The bonds must be executed on a form acceptable to the Ditch Company and must be accompanied by an appropriate power of attorney from the surety. The bond shall be furnished prior to commencement of the Project and shall extend through the Realignment Project Acceptance. No change in the terms and conditions of this Agreement or Ditch Company's exercise of any rights and remedies available to it under this Agreement, or under law, shall release or discharge any surety on the bond.

4. Indemnification. The parties agree that the Ditch Company shall not be in any way responsible for any damages caused by the construction activities performed by Developer under this Agreement. To the extent permitted by law, Developer agrees to indemnify and hold harmless the Ditch Company, its officers, directors, employees and agents, from and against any claim for damages by any third party for personal injury, death, property damage or loss, which results from or arises out of any negligent act or omission of Developer, its officers, directors, employees, agents or contractors, in performing any such construction under this Agreement. Nothing in this Agreement shall be deemed to relieve the Ditch Company from liability for damages for personal injury, death, property damage or loss which is caused by the acts or omissions of the Ditch Company, or its' officers, directors, employees or agents or the gross negligence or wanton and willful misconduct of the Company.

5. Maintenance and Repairs. Upon Realignment Project Acceptance, the District will be responsible for any and all maintenance and repair of the Realigned Ditch in accordance with that certain Revere North Ditch Maintenance Agreement to be executed by the District and the Ditch Company simultaneously with the execution of the Easement Agreement as an exhibit to the same.

6. Notice. Any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to Developer: Forestar (USA) Real Estate Group, Inc.  
Attn: Carrie R. Cappel, VP-Region Real Estate  
Counsel  
2221 E. Lamar Blvd., Suite 790  
Arlington, TX 76006

If to Company: The Harry Lateral Ditch Company  
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.  
Attn: Brent Bartlett  
1319 Prospect Road  
Fort Collins, CO 80525  
Email: BrentBartlett@fischerbrownlaw.com

With a copy to: Registered Agent as reflected in the records of the  
Colorado Secretary of State

If to the District: Revere at Johnstown Metropolitan District No. 2  
c/o Mark F Hunter  
Hunter Goodhue, PLLC  
4845 Pearl East Circle, Suite 101  
Boulder, CO 80301

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Binding Nature. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto, their successors or assigns.

9. Assignment. Except as described above in paragraph 3.7, this Agreement may not be assigned, in whole or part, by any party hereto without the express written consent of the other parties hereto, which consent may be granted or withheld in the sole discretion of any such party.


10. No Third Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party to this Agreement.

12. Sections and Headings. Sections and headings herein contained are for organization purpose only and shall not affect the interpretation of this Agreement.

*[The remainder of this page is intentionally blank.]*

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement on the day and year of the last signature below set forth.

**FORESTAR (USA) Real Estate Group, Inc., a  
foreign corporation**

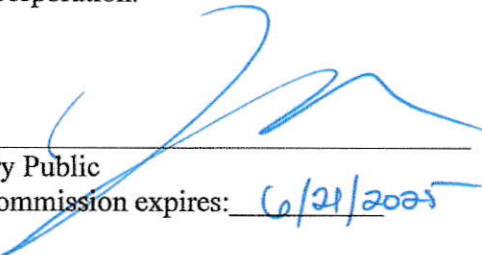
By:   
Ryan Harvey, Vice President  
of Investments and Development

STATE OF Colorado )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 2nd day of April, 2024, by Ryan Harvey, Vice President of Investments and Development, Forestar (USA) Real Estate Group, Inc., a foreign corporation.

Witness my hand and official seal.

JORDAN SMITH  
Notary Public  
State of Colorado  
Notary ID # 20214024061  
My Commission Expires 06-21-2025

  
Notary Public  
My commission expires: 6/21/2025

REVERE AT JOHNSTOWN  
METROPOLITAN DISTRICT NO. 2

By:

BRANDON JACK, DISTRICT PRESIDENT

STATE OF Colorado )

COUNTY OF Arapahoe )

ss.


The above and foregoing Agreement was acknowledged before me this 27<sup>th</sup> day of March, 2024, by Brandon Jack, President, Revere at Johnstown Metropolitan District No. 2, a governmental entity and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

MY commission expires: 6/21/2025

JORDAN SMITH  
Notary Public  
State of Colorado  
Notary ID # 20214024061  
My Commission Expires 06-21-2025  
Notary Public  
{SEAL}

**THE HARRY LATERAL DITCH COMPANY**  
**A Colorado mutual irrigation company,**

By:   
Mario Herrera, President

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY Weld        )

The above and foregoing Agreement was acknowledged before me this 4<sup>th</sup> day of April, 2024, by Mario Herrera, President of the Harry Lateral Ditch Company, a Colorado mutual irrigation company.

WITNESS my hand and official seal.

MY commission expires: 3 Sep 2025



Notary Public



**Exhibit A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

**BEGINNING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°30'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

(CONTINUED)

(EXHIBIT A CONTINUED)

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

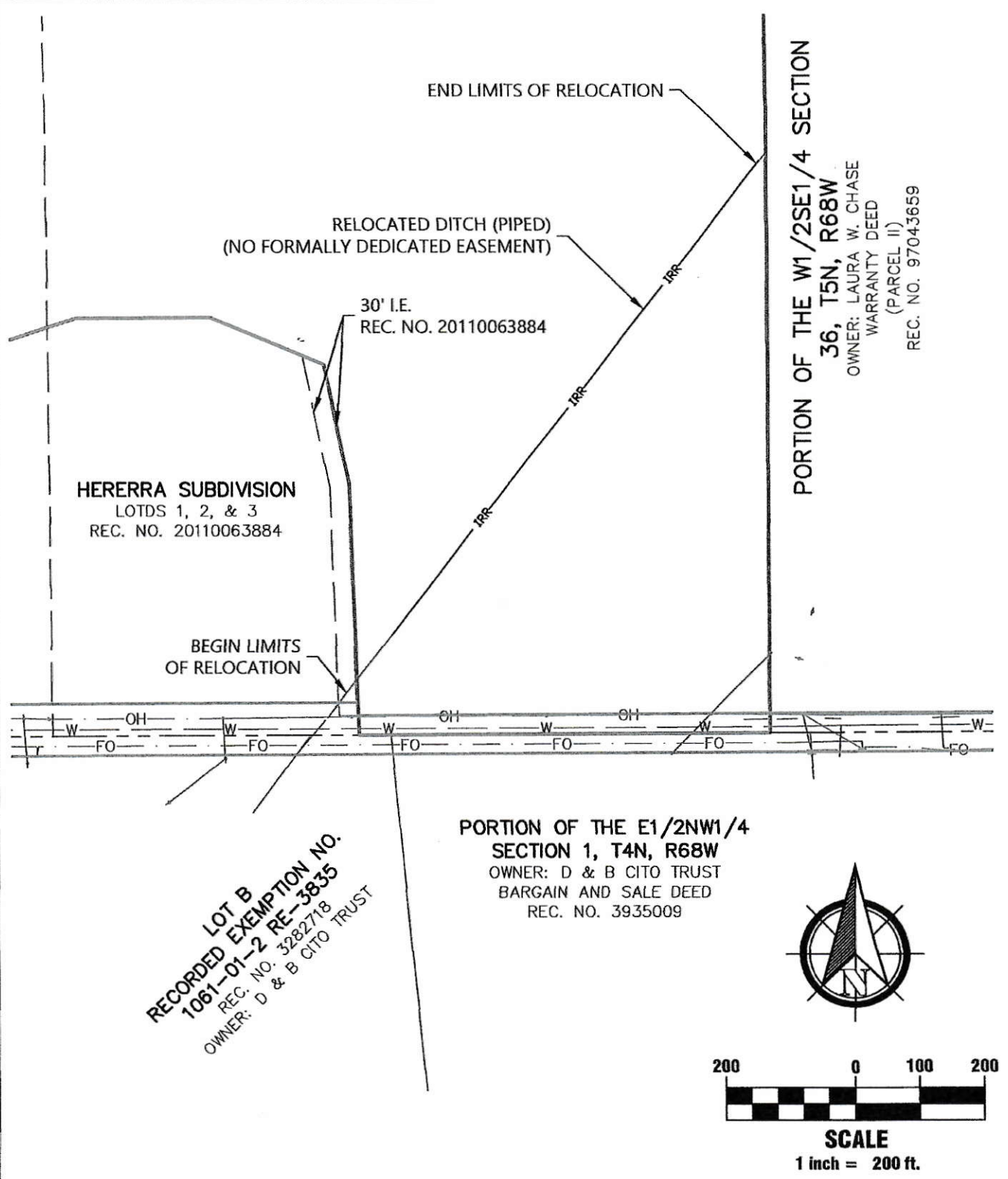
1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

**Exhibit B**  
**EXISTING DITCH EASEMENT AREA**



1765 W. 121st Avenue  
Suite 300  
Westminster, CO 80234  
303-421-4224  
www.lja.com

Revere North  
Harry Lateral Agreements  
Exhibit B - Existing Ditch

Prepared: KRL	Horiz. Scale: 1" = 200'	Job No.: CO1060-08	Sheet: 1 of 1
Approved: KRL	Vert. Scale: n/a	Date: February 14, 2024	

**Exhibit C**  
**NEW DITCH EASEMENT AREA**

**EXHIBIT C**  
**NEW DITCH EASEMENT AREA**

THOSE PORTIONS OF THAT PARCEL OF LAND AS DESCRIBED IN THAT SPECIAL WARRANTY DEED AS RECORDED UNDER RECEPTION NO. 20220035689 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDERS OFFICE, SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 00°12'51" EAST, BEING MONUMENTED AT THE CENTER QUARTER-SECTION CORNER OF SAID SECTION BY A 2.5" ALUMINUM CAP STAMPED "LS 17662 1997" AND AT THE SOUTH QUARTER-SECTION CORNER BY A 3.25" ALUMINUM CAP STAMPED "MANHARD CONSULTING PLS 38361, 2022" IN A MONUMENT BOX AS SHOWN HEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

**HARRY LATERAL DITCH EASEMENT DESCRIPTION**

**COMMENCING** AT SAID CENTER QUARTER-SECTION CORNER OF SECTION 36;

THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 00°12'51" EAST A DISTANCE OF 1,719.39 FEET TO THE **POINT OF BEGINNING**

THENCE CONTINUING ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 00°12'51" EAST, A DISTANCE OF 862.02 FEET TO A POINT 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36 AND ALONG A LINE BEING 60.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, SOUTH 89°46'47" WEST A DISTANCE OF 639.23 FEET;

THENCE NORTH 02°8'46" WEST A DISTANCE OF 15.01 FEET TO A POINT 75.00 FEET NORTHERLY OF SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36,

THENCE ALONG A LINE BEING 75.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, NORTH 89°46'47" EAST A DISTANCE OF 610.06 FEET;

THENCE NORTH 44°46'58" EAST A DISTANCE OF 6.62 FEET TO A POINT 25.00 FEET WESTERLY OF SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36;

THENCE ALONG A LINE BEING 25.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, NORTH 00°12'51" WEST A DISTANCE OF 817.33 FEET;

THENCE NORTH 44°46' 02" EAST A DISTANCE OF 35.37 FEET TO THE **POINT OF BEGINNING**.

(CONTINUED ON SHEET 2)

(CONTINUED FROM SHEET 1)

CONTAINING A CALCULATED AREA OF 30,466 SQUARE FEET OR 0.699 ACRES, MORE OR LESS.

**HARRY LATERAL DITCH EASEMENT ACCESS DESCRIPTION**

**COMMENCING** AT SAID CENTER QUARTER-SECTION CORNER OF SECTION 36;

THENCE SOUTH 04°06'22" WEST A DISTANCE OF 1834.23 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00'00" EAST A DISTANCE OF 113.18 FEET TO A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT;

THENCE ALONG SAID WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT, SOUTH 00°12'51" EAST A DISTANCE OF 31.00 FEET;

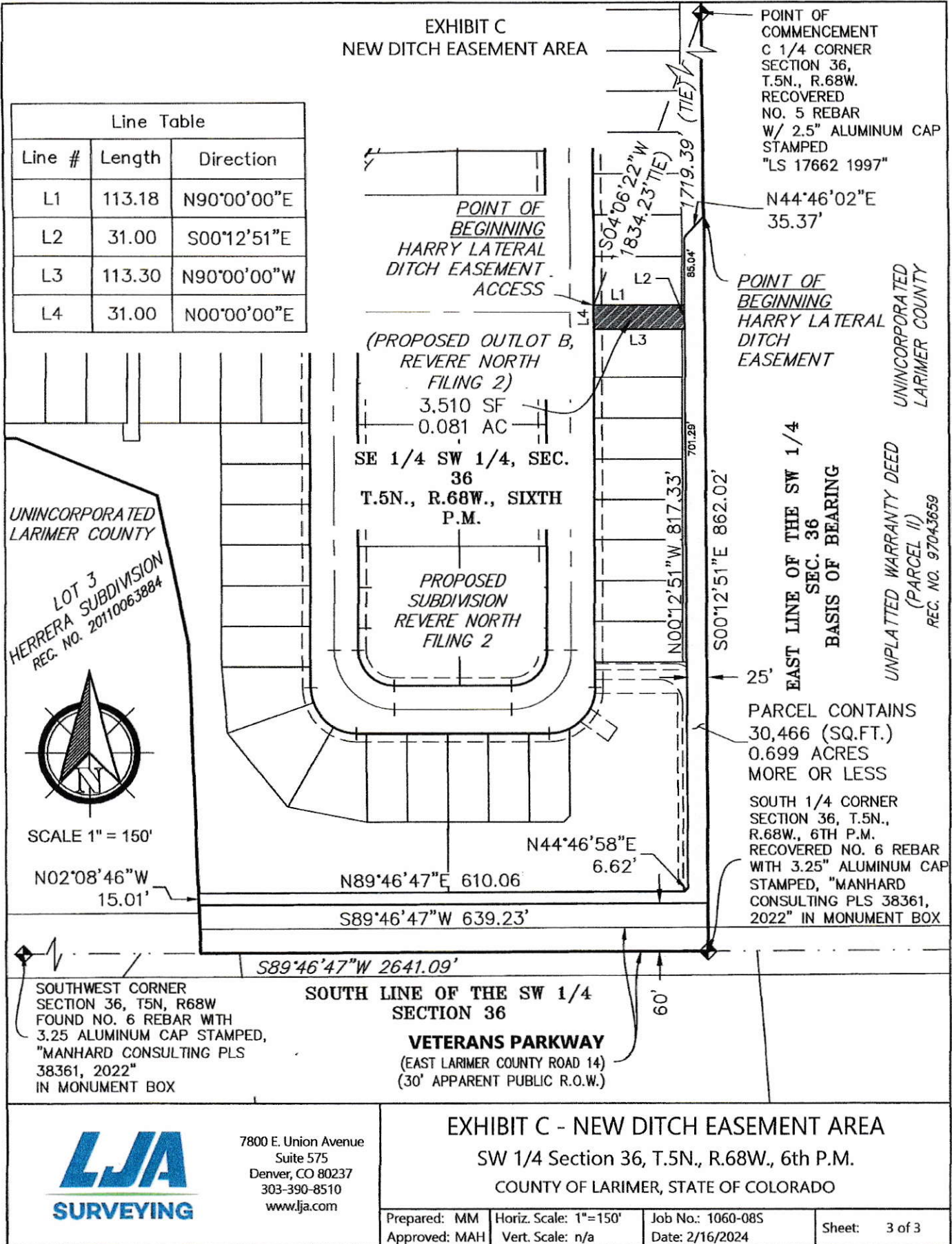
THENCE DEPARTING SAID WEST LINE OF THE ABOVE DESCRIBED HARRY LATERAL DITCH EASEMENT, NORTH 90°00'00" WEST A DISTANCE OF 113.30 FEET;

THENCE NORTH 00°00'00" EAST A DISTANCE OF 31.00 TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 3,510 SQUARE FEET OR 0.81 ACRES, MORE OR LESS.

PREPARED FOR AND ON BEHALF OF LJA SURVEYING, INC. BY:

MARK A. HALL, P.L.S.  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 36073  
FOR AND ON BEHALF OF LJA SURVEYING, INC.



**Exhibit D**  
**REALIGNMENT PLANS**

Note: The complete plan set for the irrigation ditch replacement plan, approved by the Company, is the Exhibit D to this Agreement. However, for purposes of recordation and execution, only the cover page to the full of set plans is included herein.

[illegible]

AGENCY LIST		
TOWN OF JOHNSTOWN 4055 PAUGH AVE JOHNSTOWN, CA 95234 PHONE (925) 274-9693 CONTACT TRACY WHITE	BUSTA INC 7049 FIVE PWAY FORT COLLINS, CO 80528 PHONE (907) 432-1012	CLAYPACIFIC CONSULTING GROUP INC 120 WYVATIE SOUTH SUITE 140 NAUMPA, IDAHO 83607 PHONE (208) 861-0093 CONTACT J. J. ANDREWS
KEEL ENERGY 550 12TH ST SUITE 700 DENVER, CO 80202 PHONE (303) 571-7877	BMG CORP 7600 E CHANDLER LANE SUITE 3504 GREENWOOD VILLAGE, CO 80111 PHONE (303) 780-6000 CONTACT GREG VETUS	LITTLE THOMPSON WATER DISTRICT 205 E. 17TH AVENUE SUITE 30 BETHOOD, CO 80513 PHONE (970) 344-0734 CONTACT JANE HERRITT

NGS CONTROL POINT "JOHN"  
SET IN LOGO MONUMENT BO  
LAZY BOYS RV IN JOHNSON'S  
FRONTAGE ROAD, 550 FEET N  
OF THE FRONTAGE ROAD AN  
DATUM ELEV. = 5000.64 (NAV)

**LITTLE THOMPSON WATER DISTRICT**  
The Little Thompson Water District is a public utility district located in the Little Thompson area of the State of Colorado. The district was organized in 1911 and has since that time been providing water service to its customers. The district is currently owned and operated by the Little Thompson Water District Board of Directors. The board is composed of seven members who are elected by the voters of the district. The board is responsible for the overall management and operation of the district. The board also sets the rates for water service and approves the annual budget. The district is currently providing water service to approximately 1,500 customers. The district is also responsible for the maintenance of the water supply system, which includes the Little Thompson Reservoir and the Little Thompson Dam. The district is currently planning to expand its service area to include the Little Thompson area. The district is currently seeking qualified individuals to join its board of directors. If you are interested in serving on the board, please contact the district office at (303) 555-1234.

\_\_\_\_\_  
TOWN ENGINEER DATE

**Exhibit E**  
**FORM OF PERMANENT EASEMENT**

**Exhibit F**  
**FORM OF QUIT CLAIM DEED**

**QUITCLAIM DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between

THE HARRY LATERAL DITCH COMPANY, a Colorado mutual ditch corporation  
of the County of Larimer and State of Colorado, grantor, and

FORESTAR (USA) REAL ESTATE GROUP, INC., a foreign corporation, grantee.

**WITNESS**, that the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the easement and right of way for that specific section of the ditch which was previously used as the Harry Lateral Ditch Company as further described in the attached **Exhibit A**. The Harry Lateral Ditch Company's previous alignment is hereby being vacated, and new easement and right of way for the Harry Lateral Ditch Company has been granted pursuant to a ditch realignment agreement and separate easement and right of way agreement. The easement and right of way being vacated, abandoned and quitclaimed to grantee is situate, lying and being in the County of Larimer, State of Colorado, and more specifically described as follows:

**SEE ATTACHED EXHIBIT "A"**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or in equity, to the only proper use, benefit and behoof of the grantees, their successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

**The Harry Lateral Ditch Company**

\_\_\_\_\_  
**By: Mario Herrera, President**

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF LARIMER       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by Mario Herrera, President, the Harry Lateral Ditch Company. Witness my hand and seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT F**

**EXHIBIT A**

Permanent Easement Recorded at \_\_\_\_\_; and

Permanent Easement Recorded at \_\_\_\_\_; and

Together with any prescriptive rights associated with the above referenced easements and any other prescriptive rights utilized in the historical alignment of the Ditch shown on the next page on those parcels described at \_\_\_\_\_.