

EASEMENT DEED AND AGREEMENT

Wederquist Farm Trust ("Grantor"), as owner of the real property located in the County of Boulder and State of Colorado described as LOT 53, HILLSIDE ESTATES, a subdivision in Boulder County, Colorado, according to the recorded Plat thereof, the legal address of which is 6506 N. 79th Street, Niwot, CO 80503-8626 ("Property"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey and assign unto The Boulder & Left Hand Irrigation Company ("Grantee"), its successors and assigns forever, a 50-foot wide (25 feet on either side of the centerline) perpetual and exclusive right-of-way and easement in, on, over, under, through and across that portion of the Property as described and/or depicted on EXHIBIT A, consisting of two pages, attached hereto and by this reference incorporated herein and made a part hereof ("Permanent Easement"), for the following uses and purposes (including for use by Grantee's employees, contractors, subcontractors, licensees, invitees, successors and assigns):

Laying, constructing, installing, using, operating, maintaining, protecting, inspecting, testing, repairing, altering, improving, removing, replacing, re-laying, changing the size of, and relocating a Pipeline in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water; cutting and clearing trees, brush, debris and other obstructions that might interfere with the operation and maintenance of the Pipeline or the related appurtenances; and ingress and egress to the Permanent Easement for the uses and purposes herein.

In addition to the Permanent Easement, Grantor hereby grants, sells, conveys and assigns to Grantee a temporary easement in, on, over, under, through and across that portion of the Property consisting of an additional 25 feet of temporary work space adjacent to and along the south side of the Permanent Easement as more particularly described and/or depicted on EXHIBIT A ("Temporary Easement"). Grantee and/or its employees, contractors, subcontractors, licensees, invitees, successors and assigns, shall have the right to use the Temporary Easement for the purpose of excavating, trenching, laying and constructing the Pipeline and its related appurtenances and any related construction activities thereto, including ingress and egress to the Temporary Easement for the uses and purposes herein. Grantee agrees that its right to use the Temporary Easement shall terminate upon completion of the laying and constructing of the Pipeline and its related appurtenances.

Grantor's use of the Property shall not unreasonably hinder, conflict or interfere with Grantee's rights in the Permanent Easement and the Temporary Easement herein granted ("Easements"). In particular, Grantor shall not, and shall not grant, sell, convey or assign to others the right to bore, drill, tunnel or undertake any digging or excavation on or under the Easements or impair the lateral or subjacent support of such Easements and shall not place

any improvements or structures including fences, berms, walls, ponds, trees or bushes in, on, over, under or across the Easements without first obtaining the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion.

Surface landscaping is the responsibility of Grantor and specifically limited to naturally growing grasses and similar shallow root plants. Grantee may demand the removal of any improvements or structures that interfere with the operation, maintenance, repair and replacement of the Pipeline and may remove them at any time for the purposes of operating, maintaining, repairing or replacing the Pipeline; 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 Easements including removal of any improvements which interfere with the use of the Easements except for those described above shall be the responsibility of the Grantor, its successors and assigns, and not the responsibility of Grantee.

Nothing herein shall be construed to affect Grantee's existing easement rights on, over, under, through and across that portion of the Property, sometimes referred to as the "Wedequist Y", which Grantee has historically operated and maintained for the purpose of delivering water to its shareholders. Grantee agrees to continue to deliver small spot flows of water through the Wedequist Y as needed to supplement the water requirements of the existing mature cottonwood trees and other deciduous trees and shrubs established therein. Grantee reserves its existing right to use the Wedequist Y for the purposes of alleviating high flows in its ditch. In addition, Grantee agrees to continue to deliver water to Grantor, as necessary, in an amount above and beyond the amount of water delivered to Grantor pursuant to his ownership of one share of the outstanding stock of the Grantor, if requested by Grantor, for the sole purpose of irrigating Grantor's personal garden to the extent it exists as of the date of execution of this Agreement. Grantee's obligation for such delivery to Grantor's personal garden shall continue for as long as Grantor, or Grantor's direct heir(s), own the Property; and upon sale or conveyance by Grantor or Grantor's direct heir(s) to someone other than Grantor's direct heir, Grantee's obligation to deliver water for the personal garden shall automatically terminate without notice to the then-owner of the Property.

The Permanent Easement is for the exclusive use and benefit of Grantee and shall be deemed an exclusive, perpetual and permanent Easement running with and appurtenant to the Property.

The Easements shall be a burden on the Property described in EXHIBIT A hereto.

All costs associated with the Easements, including operating, maintaining, repairing or replacing the Pipeline, shall be borne by Grantee.

Except as may result from intentional actions by either party, Grantee shall and does hereby indemnify and save Grantor harmless, and Grantor shall and does hereby indemnify and save Grantee harmless from any and all losses which the respective party may claim or sustain arising out of or in connection with Grantee's uses in, on, over, under, through and across the Easements for any purpose. However, this indemnification shall not discharge either party from liability for intentional acts, gross negligence, or intentional violations of this Agreement.

Grantor covenants and agrees that no lien or encumbrance, other than the presently existing and outstanding lien or encumbrance, shall be placed upon the Permanent Easement. Grantor expressly excludes the Permanent Easement from any future encumbrance which may be placed upon Grantor's remaining property.

Grantor and Grantee represent to one another that each has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder; that this Agreement has been duly authorized by all actions of each such party; and that the person or persons signing for each party has been duly authorized by such party to do so. Grantor represents that it has record fee simple title to the Property and has the legal right to grant the Easements and other rights to Grantee pursuant to the terms and conditions of this Agreement.

No water rights or other interests are conveyed or transferred by this Agreement.

The rights granted herein are covenants running with the land and shall extend to and be binding upon, and inure to the benefit of, Grantor and Grantee and each of their respective successors and assigns, subject to the conditions set forth herein. These Easements are granted without warranty of title, expressed or implied, and is subject to all present easements or claims of easements either recorded or in use, and to the rights and claims of parties in possession other than Grantor.

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DATED: 12-16-13

GRANTOR:

Wederquist Farm Trust

Dwight E. Wederquist
Dwight E. Wederquist, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me on this 16th day of Dec., 2013,
by Dwight E. Wederquist, as Trustee of Wederquist Farm Trust.

Witness my hand and official seal.

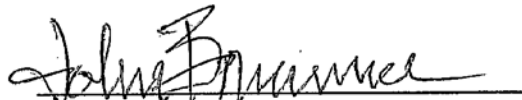
My commission
expires: 11-1-14

Karen Zurfluh

Notary Public

GRANTEE:

The Boulder & Left Hand Irrigation Company

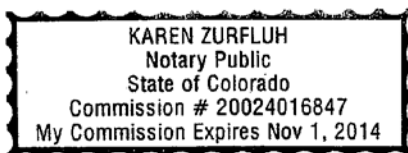

John Brunner, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me on this 16th day of Dec., 2013,
by John Brunner, as President of The Boulder & Left Hand Irrigation Company.

Witness my hand and official seal.

My commission
expires: 11-1-2014



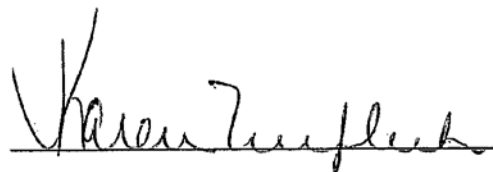

Notary Public

EXHIBIT A

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH P.M., TOWN OF NIWOT, COUNTY OF BOULDER,
STATE OF COLORADO:
LEGAL DESCRIPTION

A STRIP OF LAND FIFTY FEET (50) WIDE LYING TWENTY-FIVE FEET (25) ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OVER AND ACROSS LOT 53 AND A PORTION OF OUTLOT "I" OF HILLSIDE ESTATES SUBDIVISION PLAT RECORDED AT RECEPTION NO. 405848 IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDERS OFFICE AND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF NIWOT, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 31;
THENCE SOUTH 14°41'56" EAST A DISTANCE OF 158.61 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH 79TH
STREET AND THE POINT OF BEGINNING;
THENCE SOUTH 50°00'41" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 178.64 FEET TO A POINT;
THENCE SOUTH 49°55'53" EAST A DISTANCE OF 78.39 FEET TO A POINT;
THENCE SOUTH 54°07'51" EAST A DISTANCE OF 352.75 FEET TO A POINT;
THENCE SOUTH 32°17'07" EAST A DISTANCE OF 35.71 FEET TO A POINT ON THE CENTERLINE OF THE BOULDER & LEFT HAND
DITCH AS SHOWN ON SAID HILLSIDE ESTATES SUBDIVISION, AND THE POINT OF TERMINUS.

CONTAINING 32,381 SQUARE FEET OR 0.74 ACRES, MORE OR LESS.

ALONG WITH A TWENTY-FIVE FOOT (25') WIDE TEMPORARY CONSTRUCTION EASEMENT LYING SOUTHWESTERLY, ADJACENT TO AND PARALLEL WITH SAID FIFTY-FOOT (50') WIDE PIPELINE EASEMENT.

ALL SIDE LINES ARE EITHER LENGTHENED OR SHORTENED AS NECESSARY TO MEET AT ALL ANGLE POINTS AND RIGHTS-OF-WAY AND EASEMENTS CONTAINED WITHIN THIS DESCRIPTION.

FOR THE PURPOSE OF THIS DESCRIPTION THE BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PM, COUNTY OF BOULDER, STATE OF COLORADO AS MONUMENTED ON THE NORTH BY A 2.5" ALUMINUM CAP STAMPED LS 17664 AND ON THE SOUTH BY A 2.5" ALUMINUM CAP STAMPED LS17508, AND IS CALCULATED TO BE SOUTH 0°05'29" EAST.

THE DATUM FOR THE SITE IS NAD 83 (2011) COLORADO STATE PLANE NORTH ZONE. THIS SURVEY WAS REDUCED TO GROUND DISTANCES AT LOCAL SITE LOCATION #103, LAT. N40°09'36.17571", LONG. W105°10'07.16645", AND THE COMBINED SCALE FACTOR IS .999718125. ALL DISTANCES CONTAINED HEREIN ARE BASED UPON THIS DATUM.

THE CONTROL POINT FOR THIS SURVEY IS NATIONAL GEODETIC SURVEY "NGS" HIGH ACCURACY REFERENCE NETWORK "HARN" POINT "STEWART". SAID POINT BEARS A SPECIFIC PID#AE3562. THE LAT., LONG. AND ELEV. OF THE POINT ARE AS FOLLOWS.


LAT. 40°08'10.12141"N
LONG. 105°11'25.21319"W
ELEV. 5108.371

THE DESCRIPTION FOR THE POINT IS ACCURATE AS DESCRIBED IN THE DATA SHEET THAT IS AVAILABLE FROM NGS.

THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF LEE GALLERY HOOPER PLS# 38214, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO FOR AND ON BEHALF OF SURVEY SYSTEMS INC.. TO THE EXTENT OF MY KNOWLEDGE AND BELIEF THIS A TRUE AND ACCURATE DEPICTION OF THE PARCEL AS SHOWN HEREON.

<p>ISSUE DATE: 9/16/13</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">DATE</th> <th>REVISION COMMENTS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		DATE	REVISION COMMENTS																					<p>EXHIBIT A</p> <p>50' WIDE PIPELINE ESMT</p>
DATE	REVISION COMMENTS																							

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SURVEY SYSTEMS
 A Professional Land Surveying Company

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

<p>CHECKED BY: LH DRAWN BY: CH JOB #: 2013-124-001-013 CLIENT CODE: DASC2</p>	<p>SHEET NO.</p> <p style="font-size: 2em;">1</p> <p>1 of 2</p>
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