

EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 13 day of March, 2018, by and between MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation ("Martin Marietta"), THE CITY OF GREELEY, a municipal corporation ("City" and, collectively with Martin Marietta, "Grantors"), and THE WHITNEY IRRIGATION COMPANY, a Colorado mutual ditch corporation ("Grantee").

1. Grantors' Property and Grantee's System. Martin Marietta is the owner of the property legally described on Exhibit "A-1" attached hereto and by this reference incorporated herein ("Martin Property") and City is the owner of the property legally described on Exhibit "A-2" attached hereto and by this reference incorporated herein ("City Property" and together with the Martin Property, "Grantors' Properties"). Grantee is the operator of a canal or ditch known as the Whitney Ditch ("Ditch"). The Ditch transports water and a portion of the Ditch exists and travels over portions of Grantors' Properties.
2. Grant of Easement. For consideration, the receipt and adequacy of which is hereby acknowledged, Martin Marietta and City each grants and conveys to Grantee, its successors and assigns, a permanent easement ("Easement") for the Ditch and sufficient lands on each side of the Ditch within the Easement ("Easement Area," further described below) for its maintenance, repair, operation, improvement, replacement, reconstruction, enlargement, access (including, without limitation, vehicular and pedestrian), and to allow Grantee to do whatever is reasonably necessary for Grantee to fully utilize and enjoy the Easement Area. The Easement Area includes the Ditch channel, its bed, bank, slope, roadway, head gates, diversion boxes, flumes, spillways, and erosion and structural support systems within the Easement, whether presently existing or constructed in the future. The "Easement Area" means that area: with respect to Martin Marietta, as depicted on Exhibit "B-1" (the "Martin Marietta Easement Area"); and, with respect to the City, as depicted on Exhibit "B-2" (the "City Easement Area") both such exhibits attached hereto and by this reference incorporated herein.
3. Ingress and Egress. In addition to the foregoing grant of Easement, Grantors further grant and convey to Grantee the right of ingress and egress to and from the Easement Area by means of existing roads (whether public or private) located on Grantors' Properties, if any, or in the absence of such roads, by such other routes as Grantee shall determine to be reasonably necessary taking into consideration the minimization of damage to Grantors' Properties.
4. No Permanent Structures. Except as with otherwise provided herein, Grantors, their successors and assigns, shall not erect or place any permanent building, structure or obstructive improvement within the Easement Area. These restrictions are not intended to prevent Grantors from utilizing their correlative rights in the Easement or to prevent the installation of improvements which do not interfere with Grantee's use of the Easement. In the event of the placement of such obstacles on the Easement contrary to

the provisions of this Agreement, Grantee shall have the right to require Grantors to remove such obstacles from the Easement and, in the event either Grantor fails to do so upon request, Grantee may remove such obstacles without any liability for repair or replacement thereof, and the responsible Grantor shall reimburse Grantee for such removal. Notwithstanding the foregoing, Grantee acknowledges and agrees that Martin Marietta has installed or shall install a roadway across the Easement and certain related infrastructure ("Access Road") pursuant to and as provided for in the AGREEMENT FOR CROSSING, REALIGNMENT OF DITCH AND NEW DITCH EASEMENT, recorded in the records of the Clerk and Recorder of Weld County, Colorado on April 11, 2016 at Reception No. 4194291 and that Martin Marietta, its successors and assigns shall have the right, to utilize, repair and replace the Access Road as provided for under the above-described agreement. Further, notwithstanding the foregoing, Martin Marietta, its successors and assigns shall have the right, without the consent of Grantee, to install appropriate landscaping, ground cover, crops, or other plantings ("Plantings") to minimize erosion, blowing dust, and otherwise enhance the aesthetic appearance or productivity of that portion of the Easement Area from historic high water mark of the Ditch and extending upward and outward in both directions for the full width of the Easement Area, but specifically excluding the functional cross-section or trapezoidal channel of the Ditch. No such Plantings shall unreasonably interfere with access of Grantee to the Easement Area for maintenance and repair. Grantee shall have no liability for damage or destruction of such Plantings in connection with its maintenance and repair of the Ditch within the Easement Area.

5. Warranty of Title. Grantors each agree that they own that portion of the Grantors' Properties identified as owned each in Section 1 above, and that each has the right to convey this Easement to Grantee with respect to such portion of Grantors' Properties.

6. Miscellaneous. It is mutually agreed between the parties hereto that:

6.1 Grantors' Use. Except to the extent that such rights may be inconsistent with or interfere with the rights and privileges herein granted to Grantee, the Grantors shall retain the right to use and enjoy the Easement.

6.2 Construction. This Easement Agreement shall be governed by and its terms construed under the law of the State of Colorado.

6.3 Headings. Paragraph headings used herein are for convenience of reference and shall in no way define, limit or prescribe the scope or intent of any provision under this Easement Agreement.

6.4 Severability. The provisions of this Easement Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

6.5 Attorney's Fees. In any action brought to enforce the provisions hereof, whether legal or equitable, the prevailing party shall recover its reasonable attorney's fees as fixed by the Court. Venue for all actions shall be in Weld County, Colorado, District Court.

6.6 Binding Agreement. The benefits and burdens of this Easement Agreement shall inure to and be binding upon the respective successors or assigns of the parties hereto, and shall be a covenant running with Grantors' Properties.

6.7 Recording. This Easement Agreement shall be recorded in the records of the Clerk and Recorder of Weld County, Colorado. The cost of such recording shall be borne by Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Grantor

MARTIN MARIETTA:

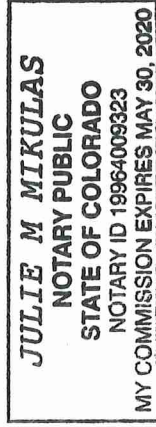
MARTIN MARIETTA MATERIALS, INC.,
a North Carolina corporation

By: [Signature]
Patrick H. Walker, President of the
Rocky Mountain Division

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 13th day of February, 2018,
by Patrick H. Walker as President of the Rocky Mountain Division of Martin Marietta Materials, Inc., a
North Carolina corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: 5-30-20

CITY:

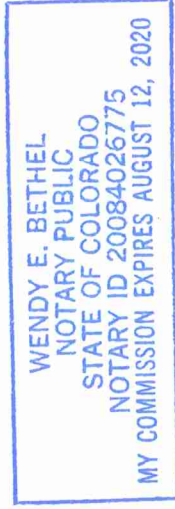
The City of Greeley,
a municipal corporation

By: [Signature]
Name: John Gates
Title: Mayor - City of Greeley

STATE OF COLORADO)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 13th day of March, 2018,
by John Gates as Mayor of The City of Greeley, a municipal corporation.

WITNESS my hand and official seal.



[Signature]
Notary Public
My commission expires: 8-12-2020

Grantee

COMPANY:

THE WHITNEY IRRIGATION COMPANY,
a Colorado mutual ditch corporation

By:  _____
Stanley K. Everitt, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Stanley K. Everitt as President of The Whitney Irrigation Company, a Colorado mutual ditch corporation.

WITNESS my hand and official seal.

 _____
Notary Public
My commission expires: 12/15/21

MORGAN BRANDT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174051406
MY COMMISSION EXPIRES 12-15-2021

Exhibit A-1

Description of Martin Marietta Property

Lot B of Corrected Exemption No. 0805-30-3-RE-2870 recorded April 18, 2002 at Reception Number 2943958, being a part of the SW1/4 of Section 30, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

Less and Except that portion thereof conveyed to City of Greeley in Deed of Dedication for Non-Exclusive Public Right of Way recorded June 10, 2016 at Reception No. 4210382.

14525109.4

A-1-1

Exhibit A-2
Description of City Property

A PARCEL OF LAND LOCATED IN LOT B OF CORRECTED RECORDED EXCEPTION NO. RE2870 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 30, BEING MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH AN ILLEGIBLE 2-1/2 INCH ALUMINUM CAP AND AT THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PLS 7242" IS ASSUMED TO BEAR S 86°17'32" W A DISTANCE OF 1608.01 FEET.

COMMENCING AT SAID CENTER-WEST SIXTEENTH CORNER OF SECTION 30:

THENCE S 86°17'32" W ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 69.16 FEET TO THE NORTHEAST CORNER OF SAID LOT B;

THENCE S 01°08'56" E ALONG THE EAST LINE OF SAID LOT B A DISTANCE OF 30.03 FEET TO THE SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 64.5 AND THE POINT OF BEGINNING;

THENCE S 01°08'56" E CONTINUING ALONG SAID EAST LINE OF LOT B A DISTANCE OF 25.02 FEET TO A LINE BEING 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE S 86°17'32" W ALONG SAID PARALLEL LINE A DISTANCE OF 1298.39 FEET TO THE WEST LINE OF SAID LOT B;

THENCE N 00°09'41" W ALONG SAID WEST LINE OF LOT B A DISTANCE OF 25.05 FEET TO SAID SOUTH RIGHT OF WAY LINE OF WELD COUNTY ROAD 64.5 SAID LINE BEING 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE N 86°17'32" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1297.96 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 32,454 SQ. FT. MORE OR LESS.

EXHIBIT B-1
MARTIN MARIETTA EASEMENT AREA

A PARCEL OF LAND LOCATED IN LOT B OF CORRECTED RECORDED EXCEPTION NO. RE2870 RECORDED AT THE CLERK AND RECORDER'S OFFICE COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 30, BEING MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH AN ILLEGIBLE 2-1/2 INCH ALUMINUM CAP AND AT THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 7242" IS ASSUMED TO BEAR S 86°17'32" W A DISTANCE OF 1608.01 FEET.

COMMENCING AT SAID CENTER-WEST SIXTEENTH CORNER OF SECTION 30:

THENCE S 86°17'32" W ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 69.16 FEET TO THE NORTHEAST CORNER OF LOT B OF SAID RE2870;

THENCE S 01°08'56" E ALONG THE EAST LINE OF SAID LOT B, A DISTANCE OF 55.05 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING S 01°08'56" E ALONG SAID EAST A DISTANCE OF 50.05 FEET TO A LINE BEING 105.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE S 86°17'32" W ALONG SAID PARALLEL LINE A DISTANCE OF 1299.26 FEET TO THE WEST LINE OF SAID LOT B;

THENCE N 00°09'41" W ALONG SAID WEST LINE OF LOT B A DISTANCE OF 50.10 FEET TO A LINE BEING 55.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE N 86°17'32" E ALONG SAID PARALLEL LINE A DISTANCE OF 1298.39 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 1.491 ACRES MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PARCEL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION. THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



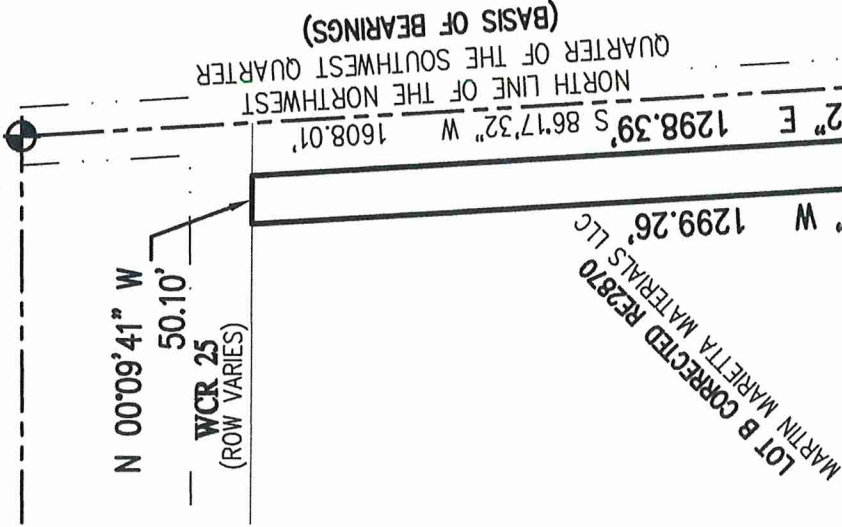
AARON ALVIN DEMO, PLS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 LINCOLN AVENUE, SUITE 405
LOVELAND, COLORADO 80534
(970) 353-7600

EXHIBIT B-1

MARTIN MARIETTA EASEMENT AREA

WEST 1/4 CORNER SECTION 30, T6N,
R66W OF THE 6TH P.M. FOUND 2-1/2"
ALUMINUM CAP (ILLEGIBLE)



GRAPHIC SCALE



(IN FEET)

1 INCH = 200 FT

NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY, IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



DRAWING SIZE	8.5" X 14"
JOB NO.	0015244
DRAWING NAME	15244 EXHIBIT EASEMENT.dwg
SHEET	2 OF 2

MARTIN MARIETTA MATERIALS LLC

EXHIBIT B-1
A PORTION OF LOT B CORRECTED RECORDED EXEMPTION NO 0805-30-3 RE2870
WELD COUNTY, COLORADO



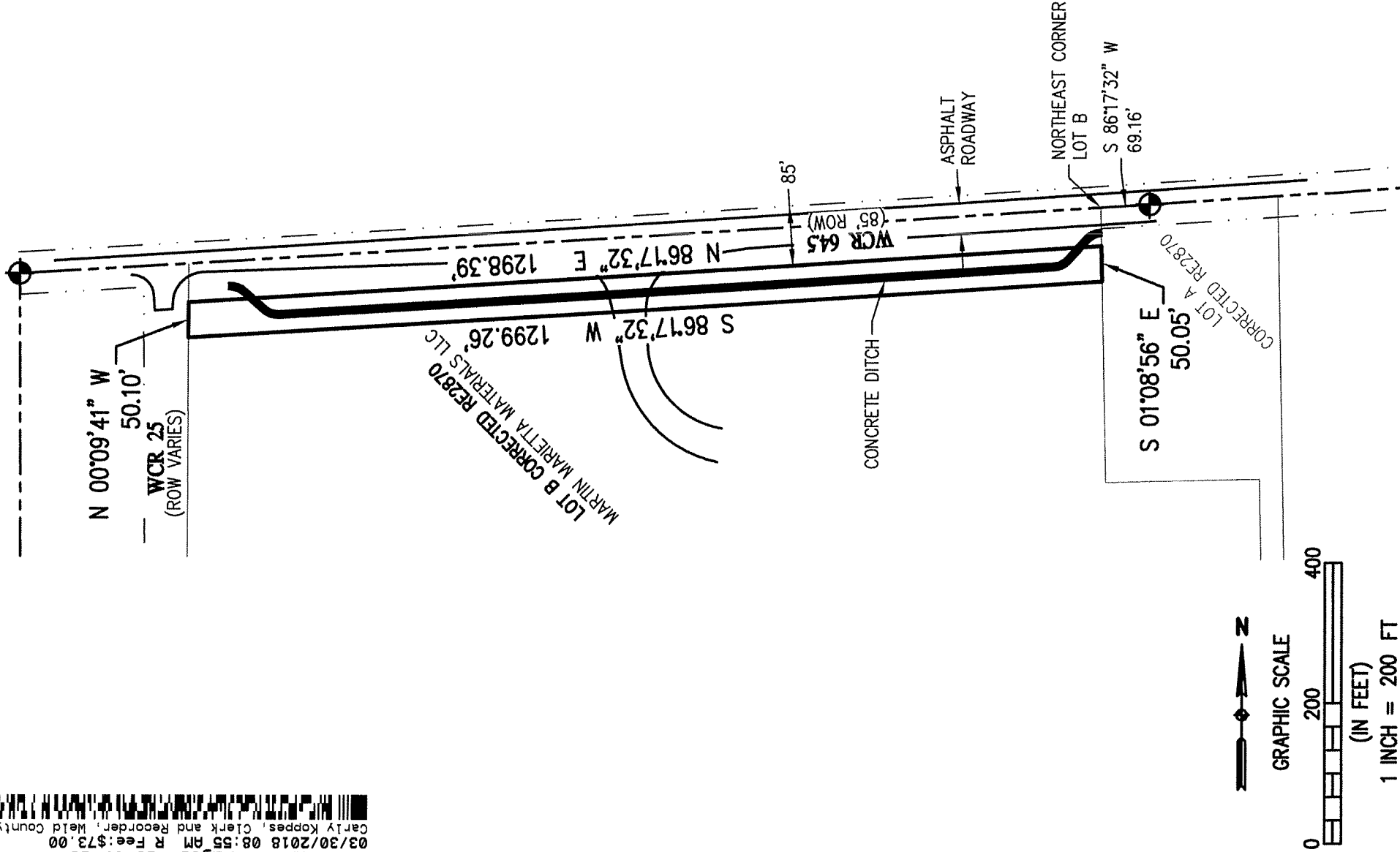
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P. 970.333.7800 • F. 866.679.4684 • www.baselinemap.com

DRAWN BY
DEW
CHECKED BY
DKL

EXHIBIT B-1

MARTIN MARIETTA EASEMENT AREA

4386841 Pages: 10 of 13
03/30/2018 08:55 AM R Fee:\$73.00
Carly Koppes, Clerk and Recorder, Weld County, CO



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

DRAWING SIZE	8.5" X 14"
JOB NO	C015244
DRAWING NAME	15244 EXHIBIT EASEMENT.dwg
SHEET	2 OF 2

MARTIN MARIETTA MATERIALS LLC

EXHIBIT B-1

WELD COUNTY, COLORADO

BASELINE

Engineering · Planning · Surveying

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P. 970.332.600 • F. 966.679.4864 • www.baselinecorp.com

DRAWN BY

DEW

CHECKED BY

DKL

**EXHIBIT B-2****CITY OF GREELEY EASEMENT AREA**

A PARCEL OF LAND LOCATED IN A PORTION OF RIGHT-OF-WAY DEDICATED TO THE CITY OF GREELEY IN A DOCUMENT RECORDED AT RECEPTION NO. 4210382 AT THE CLERK AND RECORDER'S OFFICE COUNTY OF WELD, STATE OF COLORADO. ALSO BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 30, BEING MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH AN ILLEGIBLE 2-1/2 INCH ALUMINUM CAP AND AT THE CENTER-WEST SIXTEENTH CORNER OF SAID SECTION 30 BY A NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 7242" IS ASSUMED TO BEAR S 86°17'32" W A DISTANCE OF 1608.01 FEET.

COMMENCING AT SAID CENTER-WEST SIXTEENTH CORNER OF SECTION 30:

THENCE S 86°17'32" W ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 69.16 FEET TO THE NORTHEAST CORNER OF LOT B CORRECTED RECORDED EXEMPTION RE2870;

THENCE S 01°08'56" E ALONG THE EAST LINE OF SAID LOT B, A DISTANCE OF 30.03 FEET TO THE NORTHEAST CORNER OF SAID PARCEL RECORDED AT RECEPTION NO. 4210382 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID COMMON LINE S 01°08'56" E A DISTANCE OF 25.02 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE S 86°17'32" W ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 66.04 FEET TO POINT 'A';

THENCE N 41°17'32" E A DISTANCE OF 35.36 TO A POINT ON THE NORTH LINE OF SAID PARCEL;

THENCE N 86°17'32" E ALONG SAID NORTH LINE A DISTANCE OF 42.15 FEET TO THE **POINT OF BEGINNING**.

ALSO TO INCLUDE:

COMMENCING AT PREVIOUSLY MENTIONED POINT 'A':

THENCE S 86°17'32" W ALONG THE SOUTH LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 4210382 A DISTANCE OF 1105.92 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE S 86°17'32" W A DISTANCE OF 126.44 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE EAST RIGHT-OF-WAY LINE OF WCR 25;

THENCE N 00°09'41" W ALONG SAID COMMON LINE A DISTANCE OF 25.05 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE N 86°17'32" E ALONG SAID NORTH LINE A DISTANCE OF 99.89 FEET;

THENCE S 48°42'28" E A DISTANCE OF 35.36 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCELS CONTAIN 4,181 SQ. FT. MORE OR LESS.

SURVEYOR'S STATEMENT

I, AARON ALVIN DEMO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PARCEL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND CHECKING, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION. THIS DESCRIPTION DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

AARON ALVIN DEMO, PLS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38285
FOR AND ON BEHALF OF BASELINE ENGINEERING CORP.

BASELINE ENGINEERING CORP.
4007 LINCOLN AVENUE, SUITE 405
LOVELAND, COLORADO 80534
(970) 353-7600

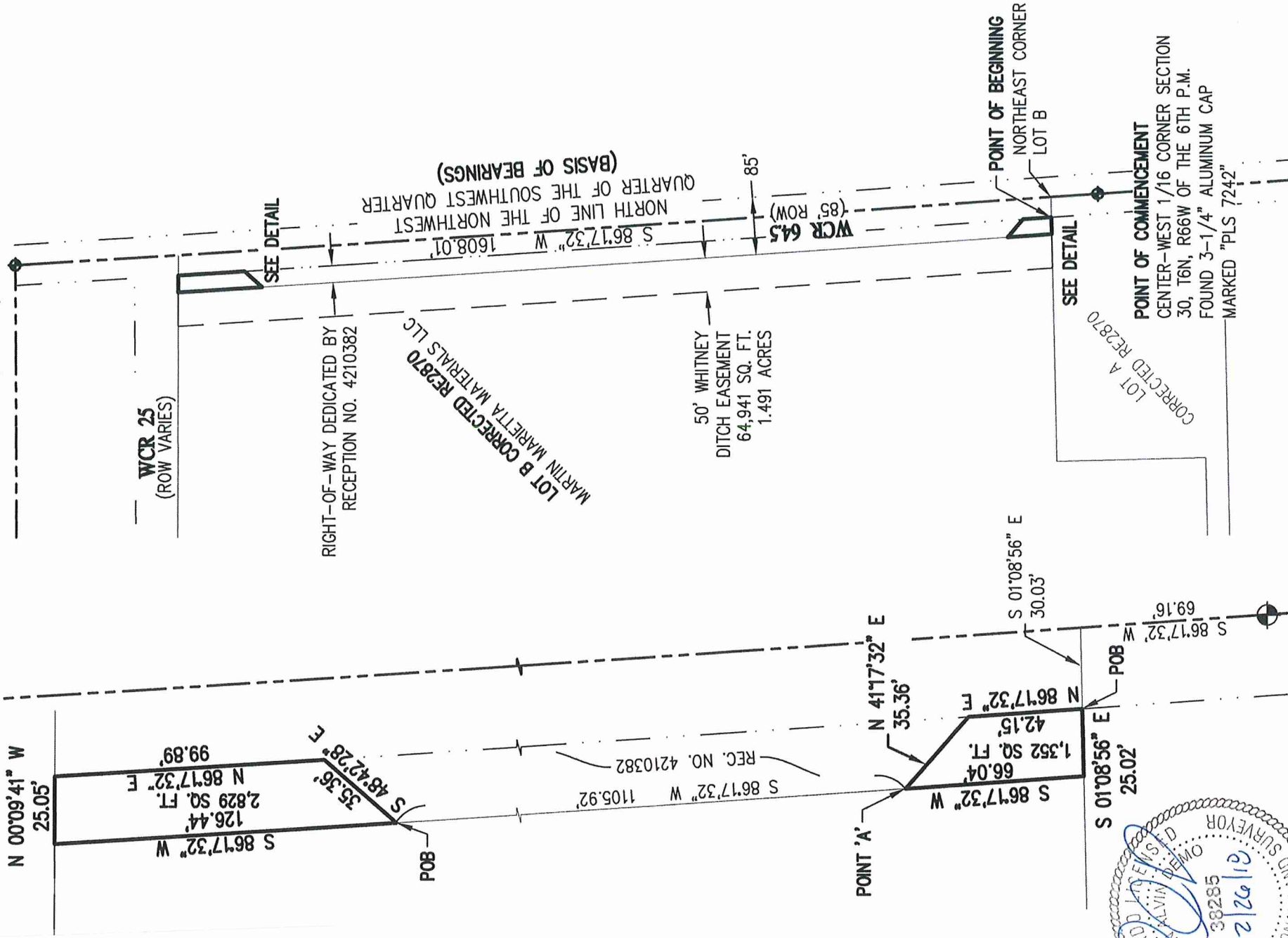


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03/30/2018 08:55 AM R Fee:\$73.00
Carly Koppes, Clerk and Recorder, Weld County, CO
Pages: 12 of 13

EXHIBIT B-2

CITY OF GREELEY EASEMENT AREA

WEST 1/4 CORNER SECTION 30, T6N,
R66W OF THE 6TH P.M. FOUND 2-1/2"
ALUMINUM CAP (ILLEGIBLE)



NOTE: THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY, IT IS INTENDED ONLY
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

DRAWING SIZE	8.5" X 14"
JOB NO.	C015244
DRAWING NAME	15244 EXHIBIT EASEMENT.dwg
SHEET	2 OF 2

MARTIN MARIETTA MATERIALS LLC

EXHIBIT B-2
CITY OF GREELEY REC. NO. 4210382
WELD COUNTY, COLORADO

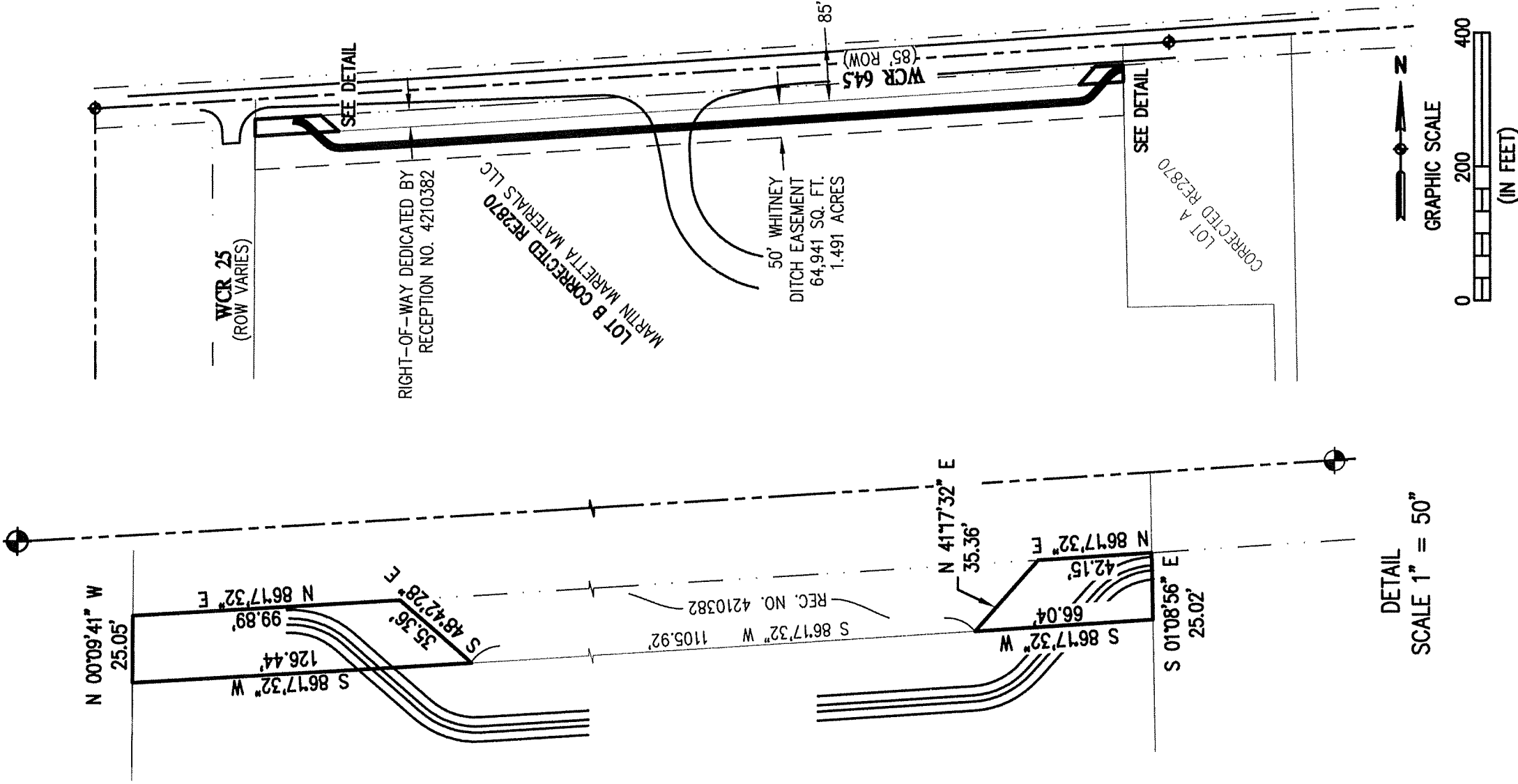
BASELINE

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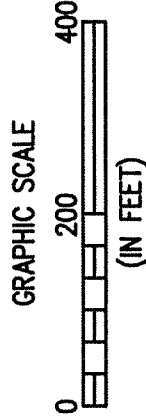
EXHIBIT B-2

CITY OF GREELEY EASEMENT AREA

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03/30/2018 08:55 AM R Fee:\$73.00
Carly Koppes, Clerk and Recorder, Weld County, CO
Pages: 13 of 13



DETAIL
SCALE 1" = 50"



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. 1 INCH = 200 FT

DRAWING SIZE 8.5" X 14"		BASELINE	
JOB NO. C015244		Engineering · Planning · Surveying	
DRAWING NAME 15244 EXHIBIT EASEMENT.dwg		4007 S LINCOLN AVENUE SUITE 405 • LOVELAND, COLORADO 80537	
SHEET 2 OF 2		P. 9705327800 · F. 9656724664 · www.baselinecorp.com	
MARTIN MARIETTA MATERIALS LLC		DRAWN BY DEW	CHIEFED BY DKL
EXHIBIT B-2			
WELD COUNTY, COLORADO			