



Larimer County Analysis – Technical Memorandum No. 5 Legal Description

Prepared for:
Larimer County

Prepared by:
**Northern Integrated Supply Project
Water Activity Enterprise**

February 2020

Pipeline Route Descriptions

Northern Integrated Supply Project Conveyance Pipeline Alignment Descriptions

Northern Tier Pipeline

The preferred alignment for the Northern Tier Pipeline begins at the proposed Glade Reservoir Dam Outlet Works, about 6,500 feet north of the intersection of State Highway 14 and U.S. Highway 287 in T8N, R70W, sec11. From the dam, it traverses generally south until encountering U.S. Highway 287, where it briefly enters T8N, R70W, sec12 and follows the U.S. Highway 287 right-of-way across the Poudre Valley Canal and across State Highway 14 within T8N, R70W, sec11 and sec14. It then follows the south side west property lines of two parcels before converging with the south ROW of State Highway 14.

From there, the Northern Tier Pipeline follows the south ROW of State Highway 14 for about 1,000 feet within T8N, R70W, sec13 before crossing to the north side of the highway in T8N, R70W, sec24. The alignment then parallels the north side of State Highway 14 through T8N, R69W, sections 19, 18 and 17 until diverging from the highway to turn to the southeast over a ridge in T8N, R69W, sec20 and passing through the concrete plant. The alignment then follows the proposed ROW of the U.S. Highway 287 relocation. It continues east, crossing Weld County Road 56, until reaching the back of Homes of Distinction development where it turns briefly to the north and then back to the east to parallel County Road 56. The alignment then parallels County Road 56 for approximately 1,500 feet before turning north to cross the road and the railroad spur, entering T8N, R69W, sec16, the line traverses northeasterly towards the feed lot at North Taft Hill Road. After crossing North Taft Hill Road and entering T8N, R69W, sec15, the line traverses easterly to the west shore of Water Supply and Storage Reservoir 3 to intersect with Travis Road into T8N, R69W, sec14. At Travis Road, the line turns south for approximately 1,700 feet before turning east to pass between Water Supply and Storage Reservoirs #3 and #4.

After passing between the two Water Supply Reservoirs, the Northern Tier line then heads northeast between Water Supply Reservoir #3 and #4 and north of Dixon Reservoir. It then enters T8N, R69W, sec13 and turns south east of Dixon Reservoir before heading east at CR 56 into T8N, R69W, sec24. It continues southeast through rural residential and agricultural properties, adjacent to Annex Reservoir #8 to Grey Rock Drive. It turns east and into T8N, R68W, sec19, paralleling Grey Rock Drive until it crosses an open farmland diagonally into T8N, R68W, sec20, and then follows CR 54, crossing briefly into and out of T8N, R68W, sec29 until the intersection with Giddings Road.

At the intersection of Giddings Road and County Road the line continues east, briefly entering T8N, R68W, sec21 then following CR 54 for a mile in T8N, R68W, sec28 before heading southeast through agricultural property in T8N, R68W, sec27. It then heads south until reaching CR 52, which it follows until the intersection with County Road 1 where it crosses into T8N, R68W, sec26, sec35, sec 25, and sec36 where it connects to the County Line Road Pipeline.

Glade Release/Poudre Release Pipeline

The preferred alignment for the Glade Release/Poudre Release Pipeline begins as an offshoot of the Northern Tier Pipeline (approximately 250 feet west of the intersection of State Highway 14 and U.S. Highway 287) in T8N, R70W, sec14. It continues generally west, following the north side of State Highway 14 for about a mile, before crossing to the south side of the highway. At this crossing, the alignment enters T8N, R70W, sec15. It continues to traverse westerly along the south side of State Highway 14 for about 1,000 feet until turning southwest and terminating at the Poudre River.

Poudre Intake Pipeline

The preferred alignment for Poudre Intake Pipeline begins in T7N, R69W, sec12 at the proposed diversion structure just northeast of the City of Fort Collins Mulberry wastewater facility and routes northeast away from the Poudre River. It turns southeast, paralleling the Poudre River, until reaching East Mulberry Street. It then turns east for roughly 150 feet, it then turns south crossing East Mulberry Street. From this point the alignment turns east, crosses South Lemay Avenue, and continues along South Frontage Road for approximately 2,600 feet before turning south crossing the Timnath Reservoir Inlet Canal, finally terminating at the Poudre Diversion Sediment Pond located near the Poudre Diversion Pump Station location, just southeast of the Timnath Canal. The alignment then travels into T7N, R68W, sec18 and stays on the north of the Poudre River as it traverses easterly passing through the garden center property before turning south east to cross Timberline Road within T7N, R68W, sec17. From the south side of Timberline Road, it traverses generally to the east between the backs of residences and the ponds in the Fort Collins Natural Areas. The alignment then follows the south side of the Cache la Poudre Inlet canal within T7N, R68W, sec16 until it crosses to the north side of the canal prior to crossing I-25. After crossing I-25 in T7N, R68W, sec15, the alternative stays on the south side of the Cache la Poudre Inlet canal and the north side of East Prospect Road. The alignment then enters T7N, R68W, sec122 as it crosses East Prospect Road at McLaughlin Lane, paralleling the east side of McLaughlin Lane for 990 feet. The alignment continues along the south side of a frontage road. The alignment then turns south, paralleling the east side of South County Road 5 for 450 feet. It then crosses South County Road 5 and parallels the north side of East County Road 24E, entering T7N, R68W, sec23. The alignment continues due east, entering T7N, R68W, sec24 as it passes to the north of the Timnath Reservoir until it ends at the intersection with South County Line Road.

County Line Pipeline

This preferred alignment section begins at the intersection of CR 52 and CR 13 in T8N, R68W, sec36. The alignment crosses CR 13 into T7N, R67W, sec06. 2,650 feet south of CR 86 for approximately 800 feet before crossing CR 13 back into T7N, R68W, sec01. At East Vine Drive, the preferred alignment crosses into T7N, R68W, sec12 and then at East Mulberry Street (State Highway 14) crosses into T7N, R68W, sec13. In this section, the preferred alignment crosses a canal and moves away from S CR 13. After crossing East Prospect Road, the preferred alignment

moves into T7N, R68W, sec24. Approximately 3,300 feet south of East Prospect Road, the pipeline jogs across S CR 13 into T7N, R67W, sec19 and further south into T7N, R67W, sec30. At E CR 40, the preferred alignment crosses southwest diagonally across the intersection with South County Road 13 back into T7N, R68W, sec36.

Around Timnath and Windsor, the preferred alignment crosses southeast across the intersection of East Harmony Road and South County Road 13 into T6N, R67W, sec6. Approximately 3,200 feet south of East Harmony Road, the preferred alignment moves east, away from the South County Road 13, and into T6N, R67W, sec7 before heading back west to South County Road 13 and continuing south further south into T6N, R67W, sec18. Approximately 1,300 feet after crossing into this section, the preferred alignment crosses South County Road 13 (where the county road turns into Colorado Boulevard) back to the west and follows along South County Road 13 crossing Weld County Road 68 into T6N, 68W, sec24. Approximately 1,900 feet south of Weld County Road 68 the preferred alignment crosses South County Road 13 to the east into T6N, R67W, sec19 before continuing south into T6N, R67W, sec30 and then T6N, R67W, sec31.

The pipeline crosses East County Road 62 into T5N, R67W, sec06. Approximately 2,500 feet south of East County Road 62 the preferred alignment crosses Larimer County Road 1 to run along the west side of the road in T5N, R68W, sec1 for 2,000 feet before crossing back into T5N, R67W, sec06. To the south, the preferred alignment then crosses into T5N, R67W, sec7 and then crosses U.S. Highway 34 into T5N, R67W, sec18. Approximately 900 feet south of the U.S. Highway 34 intersection the pipeline crosses Larimer County Road 1 into T5N, R68W, sec13 and south into T5N, R68W, sec24. 900 feet south of this section boundary, the preferred alignment crosses South County Line Road to the east into T5N, R67W, sec19. At County Road 18, the pipeline crosses the intersection with South County Line Road and moves into T5N, R68W, sec25 and further south into T5N, R68W, sec36.

After crossing East County Road 14, the preferred alignment enters T4N, R68W, sec01 and then crosses Colorado Boulevard into T4N, R67W, sec06. After crossing CR 60, the pipeline enters T4N, R67W, sec07 and travels near Colorado Boulevard south for approximately 2,700 feet before crossing into T4N, R68W, sec12 and continuing into T4N, R68W, sec13. Approximately 1,500 feet south of County Road 46, the preferred alignment crosses Colorado Boulevard into T4N, R67W, sec18 and continues into T4N, R67W, sec19. The pipeline crosses Colorado Boulevard approximately 2,000 feet south of CR 44 into T4N, R68W, sec24 before continuing south along the west side of Colorado Boulevard into sec25 and T4N, R68W, sec36. Approximately 2,200 feet north of CR 38 in sec36, the preferred alignment crosses east and enters T4N, R67W, sec31.

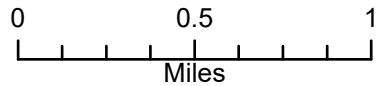
When the alignment hits the intersection of Colorado Boulevard and County Road 38 the preferred alignment shifts west and runs south along Colorado Boulevard in T3N, R68W, sec01. At the intersection of Colorado Boulevard and County Road 36, the preferred alignment shifts to the east and runs through T3N, R67W, sec07, crosses County Road 34 into T3N, R67W, sec18,

and then enters T3N, R67W, sec19. Approximately 2,600 feet south of County Road 32, the pipeline ties into the existing Southern Water Supply Project pipeline.

Legal Descriptions
Glade Unit
Properties Owned by Northern Water

Deed Locations Overview

- Deed Locations
- | | | | |
|---|---|---|---|
| A | E | I | M |
| B | F | J | N |
| C | G | K | O |
| D | H | L | P |
- Highways
- Proposed Glade Reservoir



Label	Parcel Number	Record Number
A	0811000930	R0140309
B	0813000902	R0622168
C	0812000944	R0622834
D	0812000946	R0140325
E	0812000949	R0709069
F	0801000902	R0622800
G	0801000904	R0140295
H	0801000905	R0709034
I	9931000908	R01601855
J	9931000909	R1601856
K	9930000948	R1601854
L	9930000946	R1226118
M	0925000908	R1226061
N	0925000902	R0252484
O	0925000905	R0622842
P	0924000945	R0252417

Parcel A

RCPTN # 87038765 07/02/87 14:27:14 # OF PAGES - 6 FEE - \$18.00
M RODENBERGER, RECORDER - LARIMER COUNTY, CO STATE DOC FEE \$.00

WARRANTY DEED

THIS DEED, Made this 25th day of June
1987, between the United Bank of Fort Collins,
Trustee
of the * County of Larimer and State of
Colorado, grantor, and Northern Colorado Water Conservancy
District,

STATE DOCUMENTARY FEE

EXEMPT

whose legal address is Post Office Box 679
Loveland, CO 80539
County of Larimer and State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of
TEN and no/100-----DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,
convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the
County of Larimer and State of Colorado described as follows:

See attached Appendix "A" incorporated herein by reference;
which is identical to that conveyed by the Warranty Deed
recorded on December 23, 1986, at Reception #86074892,
Larimer County, CO. Records.

as known by street and number as: 7501 U.S. Highway 287, LaPorte, Colorado 80536

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the
grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns
forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and
assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute
and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except those items set out on attached
Appendix "B" incorporated herein by reference and the lien for
general taxes for 1985 and 1986, due and payable in 1986 and 1987.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee,
his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. 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

United Bank of Fort Collins

By: Phyllis C. Hancock
Senior Vice President and
Trust Officer
STATE OF COLORADO

County of Larimer

The foregoing instrument was acknowledged before me in the
Colorado, this 25th day of June, 1987, by County of Larimer State of
President and Trust Officer Phyllis C. Hancock, Senior Vice
My commission expires April 17, 1990 Witness my hand and official seal.

Dana K. Woodman
Notary Public

401 S. College Avenue
Address

*If in Denver, insert "City and "

APPENDIX "A"

Those portions of the East one-half of Section 11, the West one-half of Section 12, the Northwest Quarter of the Northwest Quarter of Section 13 and the Northeast Quarter of the Northeast Quarter of Section 14, all in Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado, more particularly described as follows: Considering the South line of the Southeast Quarter of said Section 11 as bearing North 89°24'00" East and with all bearings contained herein relative thereto. Beginning at the Northeast corner of said Section 14; thence along the East line of said Northeast Quarter of the Northeast Quarter of Section 14 South 00°32'27" West 1330.60 feet to the Southeast corner of said Northeast Quarter of the Northeast quarter of said Section 14 and the TRUE POINT OF BEGINNING; thence along the South line of said Northeast Quarter of the Northeast Quarter South 89°19'40" West 154.90 feet to the centerline of the Poudre Valley Canal; thence along said centerline the following nineteen (19) courses and distances: (1) North 40°43'47" West 78.73 feet; (2) North 36°39'00" West 531.88 feet; (3) North 35°51'49" West 641.76 feet; (4) North 31°49'32" West 289.41 feet; (5) North 28°02'26" West 90.68 feet; (6) North 33°02'50" West 97.71 feet; (7) North 44°18'12" West 70.25 feet; (8) North 51°05'56" West 81.35 feet; (9) North 67°22'36" West 68.32 feet; (10) North 72°36'14" West 88.06 feet; (11) North 74°49'51" West 197.84 feet; (12) North 78°20'46" East 68.15 feet; (13) North 81°51'21" West 77.60 feet; (14) North 86°03'30" West 109.75 feet; (15) North 89°17'17" West 73.30 feet; (16) South 89°11'05" West 87.85 feet; (17) South 86°17'12" West 383.63 feet; (18) South 83°15'38" West 214.28 feet; (19) South 78°43'35" West 58.72 feet to the West line of said East one-half of Section 11; thence along said West line North 01°25'17" East 2359.40 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section 11; thence along said North line North 89°18'20" East 1325.28 feet to the West line of the Northeast Quarter of the Northeast Quarter of Section 11; thence along said West line North 00°56'43" East 1293.61 feet to the Southerly right-of-way line of the North Poudre Supply Canal; thence along said Southerly right-of-way line the following twelve (12) courses and distances: South 64°43'47" East 7.38 feet; North 25°16'13" East 30.0 feet to a point on a curve concave to the Northeast having a central angle of 07°43'00" and a radius of 653.0 feet; the radial line from said point bears North 25°16'13" East; thence Easterly along the arc of said curve 87.95 feet;

APPENDIX "A" (continued)

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thence South 72°25'47" East 62.8 feet to the beginning of a tangent curve concave to the North having a central angle of 22°28'00" and a radius of 366.5 feet; thence along the arc of said curve 143.71 feet; thence South 04°54'47" East 20.0 feet; thence North 85°05'13" East 271.9 feet to the beginning of a curve concave to the South having a central angle of 24°28'00" and a radius of 91.0 feet; thence Easterly along the arc of said curve 33.26 feet; thence South 70°25'47" East 33.1 feet to the beginning of a curve concave to the North having a central angle of 24°48'00" and a radius of 386.50 feet; thence Easterly along the arc of said curve 167.29 feet; thence North 84°45'13" East 230.3 feet to the beginning of a curve concave to the Northwest having a central angle of 64°54'06" and a radius of 195.50 feet; thence Northeasterly along the arc of said curve 221.45 feet to a point on an existing fence line; thence leaving said southerly right-of-way line and continuing along said existing fence line the following eleven (11) courses and distances: (1) South 57°04'12" East 762.48 feet; (2) South 25°03'09" East 18.56 feet; (3) North 87°36'35" East 212.93 feet; (4) South 20°46'29" West 363.63 feet; (5) South 56°35'32" West 292.34 feet; (6) South 44°01'08" West 99.58 feet; (7) South 29°33'44" West 122.24 feet; (8) South 05°46'29" West 205.40 feet; (9) South 38°25'26" East 101.50 feet; (10) South 13°39'45" East 84.89 feet; (11) South 44°11'11" East 23.31 feet; thence leaving said fence line North 84°15'41" East 310.62 feet; thence South 04°40'28" East 777.07 feet to a point on the Northwestern right-of U.S. Highway 237, said point being on a curve concave

H

APPENDIX "A" (continued)

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to the Southeast having a central angle of $29^{\circ}49'04''$ and a radius of 904.90 feet, the radial line from said point bears $S25^{\circ}45'37''E$; thence Southwesterly along the arc of said curve continuing along said Highway Right-of-way 470.93 feet; thence $S34^{\circ}31'31''W$ 685.9 feet to the beginning of a curve concave to the Southeast having a central angle of $06^{\circ}42'27''$ and a radius of 2,000.0 feet, the radial line bears $S62^{\circ}30'19''E$; thence Southwesterly along the arc of said curve and continuing along said Highway right-of-way 234.13 feet; thence continuing along said Highway right-of-way $N69^{\circ}12'45''W$ 10.0 feet to the beginning of a curve concave to the East having a central angle of $34^{\circ}00'07''$ and a radius of 2,010.0 feet, the radial line bears $S69^{\circ}12'45''E$; thence Southerly along the arc of said curve and continuing along said Highway right-of-way 1,192.33 feet; thence continuing along said Highway right-of-way $S15^{\circ}29'24''E$ 307.85 feet and again $S18^{\circ}48'27''E$ 569.87 feet to the South line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13; thence along said South line $N89^{\circ}48'04''W$ 25.50 feet to the TRUE POINT OF BEGINNING, EXCEPTING therefrom a 100.00 feet right-of-way for the Colorado and Southern Railroad.

COUNTY OF LARIMER,
STATE OF COLORADO.

Together will all right, title and interest in and to all water rights and mineral rights belonging to the Grantor.

APPENDIX "B"

1. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patents recorded in Book 133 at Page 237; Book 264, Page 319.
2. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under said land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded September 17, 1925 in Book 530 at Page 46.
3. Map and Statement dated July 21, 1938 and filed March 25, 1939 in File No. 1139 of the Larimer County records, providing that U.S. Bureau of Reclamation has caused to be located a system of ditches, tunnels, reservoirs, conduits, pipelines and dams in water districts which included Larimer County and known as the Colorado-Big Thompson Project.
4. Easement and right of way for communication system as granted to Mountain States Telephone and Telegraph Company by instruments recorded in Book 378, Page 261; Book 1177, Page 306; Book 645, Page 42.
5. Easement and right of way for transmission line granted to Poudre Valley Rural Electric Association by instruments recorded in Book 1566, Page 360; Book 1566, Page 363.
6. Easement and right of way for cable line granted to United States of America by instruments recorded in Book 1164, Page 327; Book 1153; Page 373.
7. Easement for use of a safety area granted to United States of America over and across a tract of land in Section 11, Township 8 North, Range 70 West of the 6th P.M. by instrument recorded in Book 1154, Page 16.
8. Right of access granted to Colorado Department of Highways in Deeds recorded in Book 1259, Page 160.
9. Right of Way and Easement for communication facilities granted to Mountain States Telephone and Telegraph Company by instrument recorded in Book 1967 at Page 936 as follows:

An easement and/or right of way 16 feet wide, 8 feet on each side of a centerline, 8 feet West and parallel to the West right of way line Colorado and Southern Railway, located on, over, across and under a portion of the NE $\frac{1}{4}$ Section 14 and the SE $\frac{1}{4}$ Section 11, both in Township 8 North, Range 70 West, 6th P.M.; Larimer County, Colorado being more particularly described as:

Considering the North line NW $\frac{1}{4}$ said Section 14 to bear S90°00'00" West and all other bearings being relative thereto:

Beginning at a point on the North right-of-way line of the Poudre Valley Ditch whence the NW corner said Section 14 bears N79°36'43" W, 4931.98 feet; thence along said centerline, N31°33'12"E, 21.00 feet; thence 369.80 feet along the arc of a tangent curve to the left having a radius of 521.69 feet and a central angle of 40°35'55"; thence N09°02'43" W, 373.34 feet; thence 784.05 feet along the arc of a tangent curve to the right having a radius of 1011.33 feet and a central angle of 44°25'11"; thence N35°22'28" E, 536.00 feet to a point whence the NW corner said Section 14 bears S79°04'43" W, 5457.37 feet.
10. Right of Way and Easement for underground telephone cable granted to The Mountain States Telephone and Telegraph Company by instrument recorded in Book 1965 at Page 367 in which the specific location of said easement is not defined.

APPENDIX "B" (continued)

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11. The following reservation appears in the Warranty Deed recorded August 16, 1985 as Reception No. 85040545, to-wit: subject to a 60.0 foot private access and utility easement, said easement being 30.0 feet on each side of the centerline of an existing road, said centerline being described as follows: Beginning at the Southeast corner of said Section 11; thence N54°32'00"W 289.65 feet to the Westerly right-of-way line of Highway 287 and the True Point of Beginning of said easement centerline, said point being on a curve concave to the Northeast having a central angle of 75°32'46" and a radius of 150.0 feet, a radial line bears N33°53'13"E thence Northwesterly along the arc of said curve 197.78 feet; thence N19°25'59"E 253.21 feet; thence N30°14'46"E 324.22 feet to the beginning of a curve concave to the Northwest having a central angle of 25°50'56" and a radius of 229.39 feet; thence Northeasterly along the arc of said curve 103.49 feet to the beginning of a curve concave to the Southeast having a central angle of 69°45'34" and a radius of 1,020.0 feet; thence Northeasterly along the arc of said curve 1,241.68 feet to the Easterly line of the above described parcel and the terminus of said easement centerline.

Northern Colorado Water Conservancy District
and
Municipal Subdistrict

JERRY A. WESTBROOK
Natural Resources Coordinator

1250 N. Wilson Ave
Loveland, Colorado 80537

P.O. Box 679
Loveland, Colorado 80539
Phone 667-2437

Parcels B, C, D, F, G, I, K

CORRECTION
WARRANTY DEED

THIS DEED, Made this 15th day of March, 19 86,
between
T. R. YELEK, SILAS M. HALLIBURTON and F. RAY DeGOOD

County of Larimer
NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a
political subdivision of the State of Colorado

whose legal address is 1250 N. Wilson, Loveland, Colorado 80537

EXEMPT

of the County of Larimer, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of
Ten Dollars and other valuable considerations----- DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, ha ~~ve~~ granted, bargained, sold and conveyed, and by these presents do grant,
bargain, sell, convey, and confirm, unto the grantee ~~X~~ its successors ~~and assigns forever~~, all the real property, together with improvements,
it any, situate, lying and being in the County of Larimer, State of Colorado,
described as follows: As more particularly set forth on Appendices "A" and "A-1"
attached hereto and incorporated herein by reference.

This deed is intended to correct and clarify the meaning of the legal
description on Appendix "A" of that certain deed from T. R. Yelek, Silas M.
Halliburton and F. Ray DeGood to the Northern Colorado Water Conservancy District
dated March 15, 1985, recorded in the Larimer County Clerk and Recorder's Office
on April 4, 1985, Reception No. 85015670, conveying the property described on
Appendix "A" attached hereto.

XXXXXXXXXXXXXXXXXXXX

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the
grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee ~~X~~ its successors
assigns forever. And the grantor(s), for ~~them~~ ~~ve~~ ~~their~~ ~~successors~~, their heirs and personal representatives, do covenant, grant, bargain, and
agree to and with the grantee ~~X~~ its ~~successors~~ ~~and assigns~~, that at the time of the encasing and delivery of these presents, they are well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and
ha ~~ve~~ good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free
and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever,
except subject to those title exceptions more particularly set forth on Appendices "B"
and "B1" attached hereto and incorporated herein by reference and further excepting
from this conveyance and specifically reserving unto grantors and grantors' heirs,
personal representatives, successors and assigns, those certain rights, covenants
and privileges more particularly set forth in Appendix "C" attached hereto and
incorporated herein, which reserved rights, covenants and privileges will run with
the lands,

and the above bargained premises in the quiet and peaceable possession of the grantee ~~X~~ its successors
persons lawfully claiming or to claim the whole or any part thereof, grantor(s) shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the grantor (s) has executed this deed on the date set forth above

STATE OF COLORADO

County of Larimer

The foregoing instrument was acknowledged before me in the
of Colorado, this 15th day of July, 19 86, by
T. R. Yelek, Silas M. Halliburton and F. Ray DeGood
My commission expires July 15, 1987
Witness my hand and official seal.

J. P. Yelek
Silas M. Halliburton
F. Ray DeGood

Notary Public
Address
1406657 Loveland CO 80537

*If in Denver, insert "City and".

APPENDIX "A"

PARCEL I:

All of Section 1; East half of the Northeast Quarter and all of Southeast Quarter lying North of Poudre Valley Canal, except reservoir of 15 acres in Section 11; North half, the Southwest Quarter and the North half of the Southeast Quarter, Section 12, East half of Northwest Quarter and Northwest Quarter of Northwest Quarter of Section 13; and all of Northeast Quarter of Northeast Quarter lying North of Poudre Valley Canal, Section 14; all in Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado.

PARCEL II:

That portion of the West half of the West half of Sections 30 and 31, Township 9 North, Range 69 West of the 6th P.M., Larimer County, Colorado, and the West half of the Northwest Quarter of Section 6 and the West half of the West half of Section 7, Township 8 North, Range 69 West of the 6th P.M., Larimer County, Colorado, to the extent lying Westerly of and below the 5650 contour line as established by the United States Department of Interior Geological Survey of the LaPorte Quadrangle, Larimer County, Colorado, dated 1962, provided that the boundary established by said 5650 contour line in the West half of the West half of said Section 7 shall be established where said contour line fails to extend through said West half of the West half of Section 7 by a straight line extended from the nearest points of the said contour line failing to connect, as shown on Appendix "A-1" attached hereto.

EXCEPTING from the above described lands those portions deeded in Book 574 at Page 167, Books 599 at Page 447, Book 245 at Page 72, Book 1121 at Page 480, Book 936 at Page 56, Book 1259 at Page 156 and 160, Book 1337 at Page 332, Book 1327, Pages 441 and 444, Book 1351 at Page 518, Book 2244 at Page 224, and Book 2236 at Page 812 of the Larimer County Records.

TOGETHER WITH all water and water rights, reservoir and reservoir right attached to or appurtenant to Parcel I above except therefrom portions thereof previously conveyed.

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APPENDIX "A"

PARCEL I:

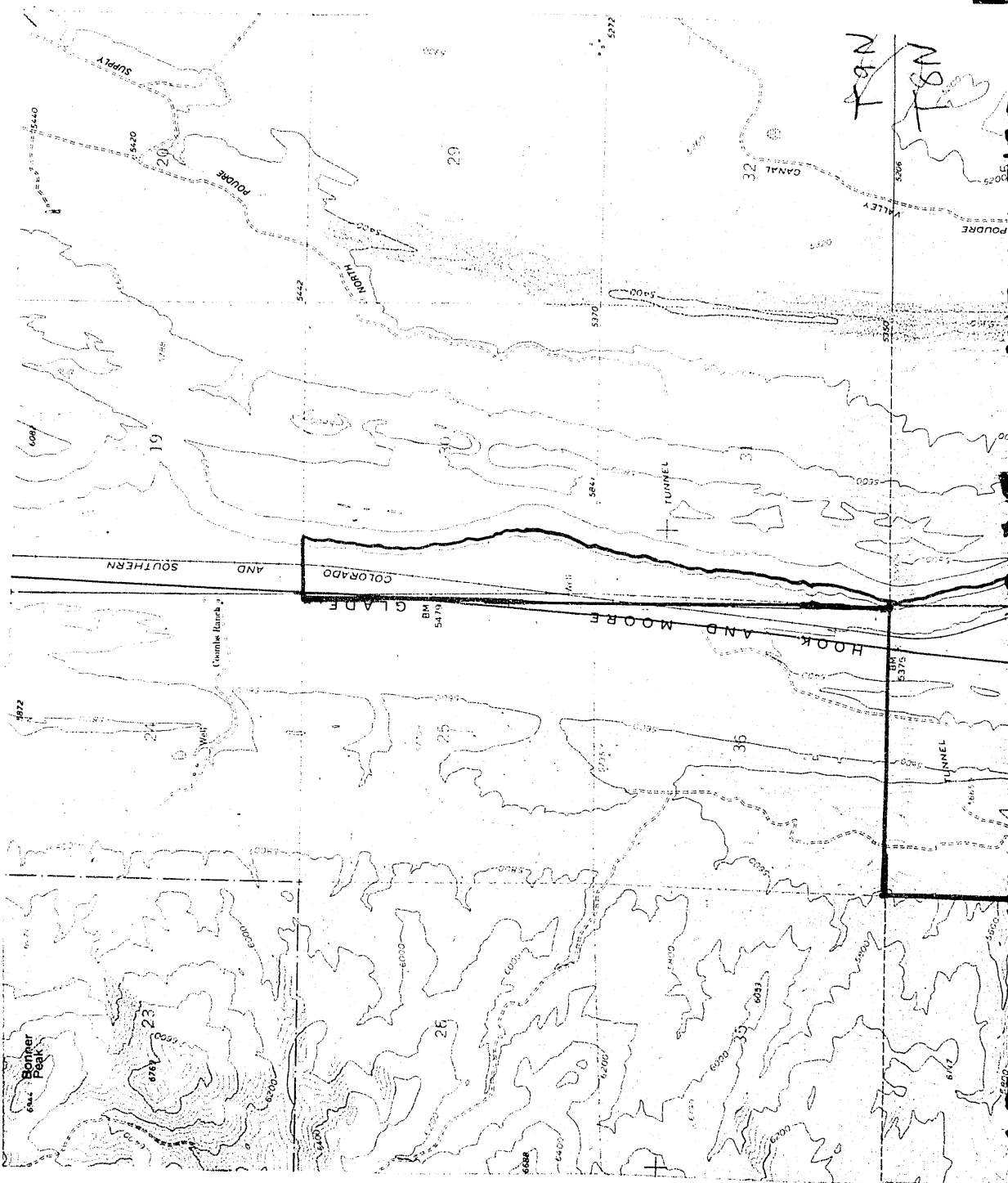
All of Section 1; East half of the Northeast Quarter and all of Southeast Quarter lying North of Poudre Valley Canal, except reservoir of 13 acres in Section 11; North half, the Southwest Quarter and the North half of the Southeast Quarter, Section 12, East half of Northwest Quarter and Northwest Quarter of Northwest Quarter of Section 13; and all of Northeast Quarter of Northeast Quarter lying North of Poudre Valley Canal, Section 14; all in Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado.

PARCEL II:

That portion of the West half of the West half of Sections 30 and 31, Township 9 North, Range 69 West of the 6th P.M., Larimer County, Colorado, and the West half of the Northwest Quarter of Section 6 and the West half of the West half of Section 7, Township 8 North, Range 69 West of the 6th P.M., Larimer county, Colorado, to the extent lying Westerly of and below the 5650 contour line as established by the United States Department of Interior Geological Survey of the LaPorte Quadrangle, Larimer County, Colorado, dated 1962, provided that the boundary established by said 5650 contour line in the West half of the West half of said Section 7 shall be established where said contour line fails to extend through said West half of the West half of Section 7 by a straight line extended from the nearest points of the said contour line failing to connect, as shown on Appendix "A-1" attached hereto.

EXCEPTING from the above described lands those portions deeded in Book 574 at Page 167, Books 599 at Page 447, Book 245 at Page 72, Book 1121 at Page 480, Book 936 at Page 56, Book 1259 at Page 156 and 160, Book 1337 at Page 332, Book 1327, Pages 441 and 444, Book 1351 at Page 518, Book 2244 at Page 224, and Book 2236 at Page 812 of the Larimer County Records.

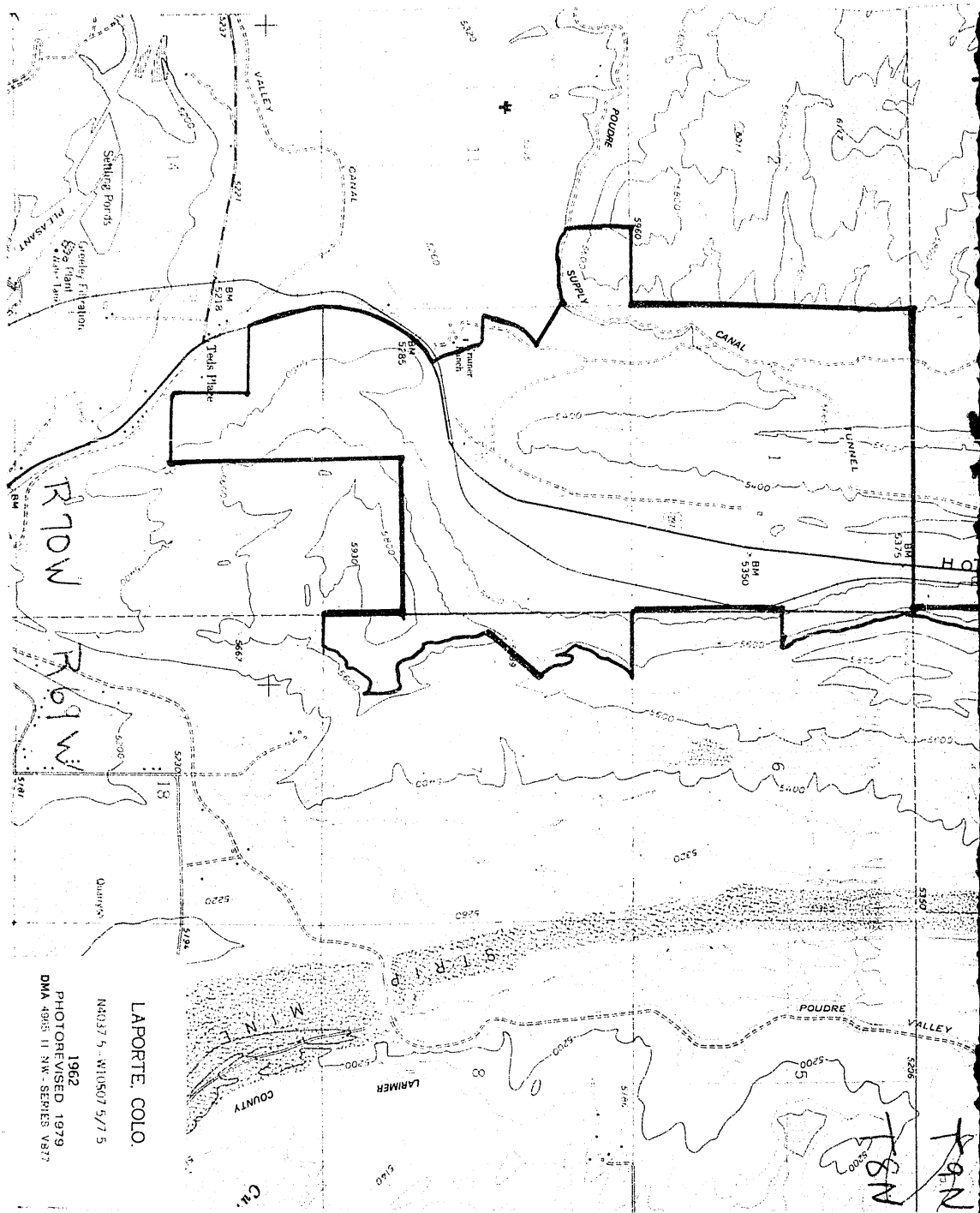
TOGETHER WITH all water and water rights, reservoir and reservoir right attached to or appurtenant to Parcel I above except therefrom portions thereof previously conveyed.



784.05 feet along the arc of a circle having a radius of 1011.33 feet and a central angle of $44^{\circ}25'11''$; thence North $35^{\circ}22'28''$ East 536.00 feet to a point whence the Northwest corner said Section 14 bears South $79^{\circ}04'43''$ West 5457.37 feet.

10. Reservation by the Union Pacific Railroad Company, its successors and assigns in Deed recorded in Book 150 at Page 119, (1) all oil, coal and other minerals, within or underlying said lands; (2) the exclusive right to prospect in or upon said land for oil, coal and other minerals therein or which

APPENDIX "A-1"



79°04'43" West 3451.51 feet.

10. Reservation by the Union Pacific Railroad Company, its successors and assigns in Deed recorded in Book 150 at Page 119, (1) all oil, coal and other minerals, within or underlying said lands; (2) the exclusive right to prospect in or upon said land for oil, coal and other minerals therein or which

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APPENDIX "B"

1. Right of way for telephone and telegraph purposes as granted to The Mountain States Telephone and Telegraph Company by instrument recorded in Book 378 at Page 261, said right of way not being specifically defined.
2. Easement for cable line purposes as granted to United States of America by instrument recorded in Book 1153 at Page 373, the exact location of said easement not being specifically defined.
3. Easement for safety area purposes as granted to United States of America by instrument recorded in Book 1154 at Page 16.
4. Easement for cable line purposes as granted to United States of America by instrument recorded in Book 1164 at Page 327; Correction Easement recorded May 15, 1962 in Book 1171 at Page 332.
5. Easement for cable line purposes as granted to United States of America by instrument recorded in Book 1177 at Page 306.
6. Each and every right of access to and from State Highway No. 287, said access rights having been conveyed to the State Department of Highways, State of Colorado, by Deed recorded in Book 1345 at Page 263.
7. Patent Reservation reserving right of way for ditches and canals constructed by authority of United States and reserving all oil and gas for following land: SE/NW; NE/SW Section 30, Township 9 North, Range 69 West of the 6th P.M. as reserved in United States Patent recorded July 24, 1969 in Book 1414 at Page 147.
8. Easement for electric transmission line purposes as granted to Poudre Valley Rural Electric Association, Inc. by instrument recorded in Book 1566 at Pages 360, 361, 362, 363, 364, 365, 366 and 359.
9. Right of Way and Easement for communication facilities granted to The Mountain States Telephone and Telegraph Company by instrument recorded in Book 1967 at Page 936 as follows:

An easement and/or right of way 16 feet wide, 8 feet on each side of a centerline, 8 feet West and parallel to the West right of way line Colorado and Southern Railway, located on, over, across and under a portion of the Northeast Quarter of Section 14 and the Southeast Quarter of Section 11 both in Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado, being more particularly described as: Considering the North line of the NW 1/4 of said Section 14 to bear South 90°00'00" West and all other bearings being relative thereto: Beginning at a point on the North right of way line of the Poudre Valley Ditch whence the NW corner of Section 14 bears North 79°36'43" West 4931.98 feet; thence along said centerline, North 31°33'12" East, 21.00 feet; thence 369.80 feet along the arc of a tangent curve to the left having a radius of 521.89 feet and a central angle of 40°35'55"; thence North 09°02'43" West 373.34 feet; thence 784.05 feet along the arc of a tangent curve to the right having a radius of 1011.33 feet and a central angle of 44°25'11"; thence North 35°22'28" East 536.00 feet to a point whence the Northwest corner said Section 14 bears South 79°04'43" West 5457.37 feet.

10. Reservation by the Union Pacific Railroad Company, its successors and assigns in Deed recorded in Book 150 at Page 119, (1) all oil, coal and other minerals, within or underlying said lands; (2) the exclusive right to prospect in or upon said land for oil, coal and other minerals therein or which

may be supposed to be therein and to mine for and remove from said land, all oil, coal, and other minerals which may be found thereon by anyone; (3) the right of ingress and regress upon said land to prospect for, mine and remove any and all such oil, coal, and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect place or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil and coal, minerals, machinery, or other material; (4) the right of said Union Pacific railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad; and any interests therein or assignments thereof. (As limited by instrument recorded April 14, 1971 in Book 1458 at Page 456.)

11. Reservations as contained in Patent recorded in Book 133 at Page 257, said reservations being as follows: (A) Right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises. (B) Right of way for ditches and canals constructed by the authority of the United States.
12. Reservation as contained in Patent recorded in Book 264 Page 319, said reservation being as follows; right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises.
13. Reservation of all minerals, coal, asphaltum, oil, gas and other such substances together with the right to use the surface for exploration and/or development of same, as contained in Patent from the State of Colorado recorded in Book 530 at Page 46.
14. Right of way for communication systems purposes as granted to Mountain States Telephone and Telegraph Company by instrument recorded March 16, 1973 in Book 1545 at Page 317.
15. Notice given from Poudre Valley REA as to the possible placement additional underground facilities recorded November 16, 1984 in Book 2298 at Page 1414.
16. Agreement for Easement between Ted R. Yelek and Hugo A. Anderson, Jr., grantor, and Mountain States Telephone and Telegraph Company of Colorado recorded June 29, 1979 in Book 1965 at Page 367.
17. Rule and Order of Court, Platte River Power Authority, Petitioner and F. Ray DeGood, Silas M. Halliburton et al recorded November 21, 1984 in Book 2299 at Page 873.
18. Terms, Conditions and Provisions of Lease Agreement between W. J. Kremers and Ruby May Kremers, lessors and Beef Empire Broadcasting Co., a Nebraska Corporation, doing business as Radio Station KROL, lessee, recorded August 29, 1972 in Book 1518 at Page 635.
19. Easement and Right of Way Agreement between T. R. Yelek, as Grantor, and Silas M. Halliburton and F. Ray DeGood, dated October 23, 1984, copy of which is attached hereto as Exhibit B-1
20. Deed of Trust from T. R. Yelek and Donna Yelek aka Donna Elaine Yelek to the Public Trustee for the use of The Federal Land Bank of Wichita in the amount of \$736,000.00, dated February 25, 1981 in Book 2104 at Page 775, and deed of trust from F. Ray DeGood and Silas M. Halliburton to the public Trustee for the use of The Federal Land Bank of Wichita, in the amount of \$150,000.00, dated December 26, 1978 and recorded January 10, 1979 in Book 1921 at Page 23, which deeds of trust, the respective grantors agree, to the

extent of the deed of trust and note secured thereby executed by each individual grantor, to make all payments of principal and interest and all other terms and conditions of such deed of trust in a manner to maintain the same in a good and current condition, free from default, to such date as a certain promissory note and deed of trust securing the same of even date with this warranty deed in face amount of \$1,499,990.00 is paid in full by Grantee, at which time proceeds paid by Grantee to Grantors in full satisfaction of said promissory note and deed of trust of even date herewith will be used to the extent necessary to pay in full and acquire full releases of the aforesaid deeds of trust described in this subparagraph 20.

21. Map and Statement dated July 21, 1938 and filed March 25, 1939 in File NO. 1139 of the Larimer County records, providing that U. S. Bureau of Reclamation has caused to be located a system of ditches, tunnels, reservoirs, conduits, pipelines and dams in water districts, which included Larimer County and known as the Big-Thompson Project.

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Dated this 23rd day of October, 1983.

IRUlek

My commission expires June 19, 1987.

Notary Public

APPENDIX "B1"

Commencing at the NE corner of Section 1, Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado; thence along the East line of said Section 1 South 00°14'13" West 4751.96 feet to the Northeast corner of said Section 12; thence along the East line of said Section 12 South 00°17'01" West 2716.04 feet to the East Quarter corner of said Section 12; thence continuing along said East line of said Section 12 South 00°25'49" West 1313.58 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 12; thence along the South line of the North one-half of the Southeast Quarter of said Section 12 North 89°07'23" West 2610.54 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 12; thence along the East line of the Southwest Quarter of said Section 12 South 00°17'00" West 1316.17 feet to the South Quarter corner of said Section 12; thence along the East line of the Northwest Quarter of said Section 13 South 00°16'25" West 2632.86 feet to the Center Quarter corner of said Section 13; thence along the South line of the Southeast Quarter of the Northwest Quarter of said Section 13 North 89°48'04" West 1309.72 feet to the West line of said Southeast Quarter of the Northwest Quarter of Section 13; thence along said West line North 00°24'30" East 1323.50 feet to the South line of the North one-half of the Northwest Quarter of said Section 13; thence along said South line North 89°22'11" West 1014.44 feet to the Easterly right-of-way line of U.S. Highway 1287; thence along said Easterly right-of-way the following seventeen (17) courses and distances:
 North 17°55'27" West 636.16 feet; North 16°26'27" West 292.10 feet to the beginning of a curve concave to the East having a central angle of 49°01'58" and a radius of 1810.00 feet, the radial line bears North 76°50'43" East; thence Northerly along the arc of said curve 1548.97 feet; thence North 70°21'21" East 746.57 feet; North 41°10'09" East 543.57 feet; North 79°30'01" East 266.29 feet; North 71°02'01" East 333.40 feet to the beginning of a curve concave to the Northwest having a central angle of 12°55'06" and a radius of 2,010.00 feet, the radial line bears North 70°27'18" East; thence Northeasterly along the arc of said curve 453.19 feet to the True Point of Beginning; thence leaving said Easterly right-of-way of U. S. Highway 287, South 41°31'51" East 31.55 feet; thence North 81°14'36" East 64.10 feet to the beginning of a curve concave to the North-West having a central angle of 12°42'37" and a radius of 900 feet, the radial line bears North 74°53'18" East; thence Northeasterly along the arc of said curve 199.65 feet to the beginning of a curve concave to the Northwest having a central angle of 32°03'32" and a radius of 900 feet, the radial line bears North 52°30'13" East; thence Northeasterly along the arc of said curve 503.58 feet; thence North 36°28'28" East 602.23 feet to the beginning of a curve concave to the Northeast having a central angle of 43°39'11" and a radius of 275 feet; the radial line bears North 58°13'00" East; thence Northeasterly along the arc of said curve 209.52 feet; thence North 80°07'33" East 402.40 feet; thence North 76°19'17" East 570.16 feet; thence South 39°17'24" East 117.75 feet; thence North 40°58'44" East 125.42 feet more or less to the East line of Section 12, Township 8 North, Range 70 West of the 6th P.M., thence Easterly along the centerline of the existing road to a point of intersection of said centerline with the Westerly line of property described on Appendix "B", the point of termination.

APPENDIX "B"

All of Section 7, Township 8 North, Range 69 West of the 6th P.M., less 10 acres in the NE $\frac{1}{4}$; West half of the East half and the West half of East half of East half of Section 6, Township 8 North, Range 69 West of the 6th P.M.; West half and West half of East half of Section 30, Township 9 North, Range 69 West of the 6th P.M., less Railroad, and State Highway, West half and West half of East half of East half, Section 31, Township 9 North, Range 69 West of the 6th P.M. less 17 acres to USA in Section 31; West half of East half, Section 31 Township 9 North, Range 69 West of the 6th P.M., NW $\frac{1}{4}$ of Section 6, Township 8 North, Range 69 West of the 6th P.M. Except therefrom those portions thereof more particularly described as follows, to-wit:

That portion of the West half of the West half of Sections 30 and 31, Township 9 North, Range 69 West of the 6th P.M., Larimer County, Colorado, and the West half of the NW $\frac{1}{4}$ of Section 6 and the West half of the West half of Section 7, Township 8 North, Range 69 West of the 6th P.M., Larimer County, Colorado, to the extent lying Westerly of and below the 5650 contour line as established by the United States Department of Interior Geological Survey of the LaPorte Quadrangle, Larimer County, Colorado, dated 1962, provided that the boundary established by said 5650 contour line in the West half of the West half of said Section 7 shall be established where said contour line fails to extend through said West half of the West half of Section 7 by a straight line extended from the nearest points of the said contour line failing to connect.

10.

APPENDIX "C"

A. Grantors will have a non-exclusive easement and right of way for a road, utilities and storm drainage, including right to ingress and egress over and across above described property at a location approved in writing by Grantee, to their property lying easterly of the reservoir site, said location, in any event, to be reasonably located to accommodate the users and purposes above described.

B. Said Grantors shall have the right and privilege to improve two (2), rights of way at locations on the common boundary of the above described property and property adjacent thereto retained by Grantors, and approved by Grantee in writing, at Grantors' sole cost and expense, which rights of way are to accommodate boat ramps and other facilities reasonably necessary to accommodate boats and other water recreation equipment and collateral launching equipment for recreation purposes on and over said reservoir when built, such locations to be, in any event, at locations with physical characteristics reasonably consistent with Grantors' intended use.

C. Grantors shall be granted and shall enjoy without additional cost in the future, non-exclusive recreation rights and recreation privileges to the reservoir and the reservoir water equivalent to and consistent with recreation rights and recreation privileges hereafter enjoyed by the public with regard to the reservoir and the reservoir water, if and when built.

D. Grantors shall have and retain the permanent, irrevocable, exclusive and perpetual right and privilege to use the land between the exterior boundary of the above described property, adjacent to said properties retained by Grantors and the high water line of any future reservoir located thereon and including Grantors' right to install, at Grantors' sole cost and expense, erosion control structures thereon reasonably necessary to protect adjacent properties owned by Grantors. Grantors retain as well, the permanent, irrevocable, non-exclusive and perpetual right and privilege of ingress and egress from the exterior boundary of the above described property, to the water line of the reservoir as it may exist and fluctuate from time to time for the purpose of enjoying the recreational rights and privileges hereinabove specified, provided, however, that in no event will permanent facilities be installed thereon necessary to provide access for water equipment in excess of the rights specified in paragraph B above, without the prior written consent of the Grantee.

E. In no event shall Grantors hold or retain the privilege to construct permanent improvements other than erosion control structures described in paragraph D above or ramps or other structures describe in paragraph B above on any property owned by Grantee, without the prior written consent of the Grantee.

F. Grantors reserve the right to store such water supplies as they may acquire or develop, in the reservoir if built, in such amount as necessary to serve the reasonable domestic and irrigation needs on Grantors' property adjacent to and bordering the herein described property on the east, together with the right to remove such water supplies from said reservoir for use on Grantor's lands.

G. As additional consideration for the above, Grantors waive any right to compensation for damage to properties adjacent to the above described property and retained by Grantors resulting from water seepage, water waves and action and water erosion, and Grantors further agree to assume all liabilities for injuries or other damages occasioned by Grantors' activities on the above-described property and agree to hold Grantee harmless therefrom.

H. The parties hereto mutually acknowledge and agree that the properties in this Appendix hereinabove referred to owned and retained from this sale by Grantors consists of the following property, to-wit: The NW $\frac{1}{4}$, the West half of the East half and the West half of the East half of the East half of Section 6, and all of Section 7, EXCEPT 10 acres in the NE $\frac{1}{4}$ of said Section 7, recorded in Book 1121 at Page 480, all in Township 8 North, Range 69 West of the 6th P.M.; the West half and the West half of the East half of Section 30, and the West half and the West half of the East half and the West half of the East half of the East half of Section 31, all in Township 9 North, Range 69 West of the 6th P.M.; AND EXCEPTING THEREFROM those portions thereof conveyed by Grantors to Grantee by this warranty deed.

Parcels E, H, L

Exempt from Documentary Fee

ONE DOCUMENTARY

SPECIAL WARRANTY DEED

EXEMPT

THIS DEED, made this 7th day of May, 1986, between ROBERT GRAVES and PAT GRIFFIN, as Nominees, of the first part, and the NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a Political Subdivision of the State of Colorado, whose legal address is 1250 North Wilson, Loveland, CO 80537, of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the parties of the first part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, its successors and assigns forever, the real estate described on the attached legal descriptions for Parcel RX-10A and Parcel RX-14 and as illustrated on the Exhibit A attached to the legal descriptions situate, lying and being in the County of Larimer, State of Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD, the said premises above bargained and described with the appurtenances, unto the said party of the second part, its successors and assigns forever.

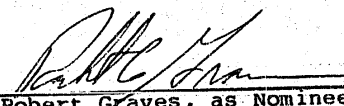
And the said parties of the first part, for themselves and their successors, covenant and agree to and with the said party of the second part, its successors and assigns, the above bargained premises in the quiet and peaceable possession of the party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said parties of the first part, to WARRANT AND FOREVER DEFEND, subject to any and all liens, encumbrances, reservations, easements, rights-of-way, restrictions, covenants or other matters of record or in place not created by parties of the first part nor for the benefit of the parties of the first part.

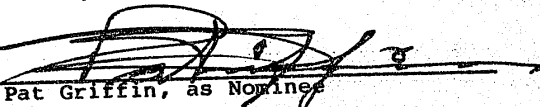
This conveyance is subject to an easement for transmission lines and rights of access across lands of party of the second part as set forth in a Special Warranty Deed recorded on the 19th day of February, 1986, at Reception No. 86008391 of the Larimer County, Colorado, records.

RCPTN # 86059813 10/15/86 15:32:27 # OF PAGES - 7 FEE - \$21.00
J. ULVANG, RECORDER - LARIMER COUNTY, CO. STATE DOC. FEE - \$.00

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IN WITNESS WHEREOF, the parties of the first part have
executed this deed on the date above.

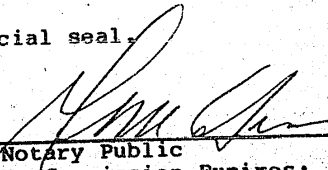

Robert Graves, as Nominee

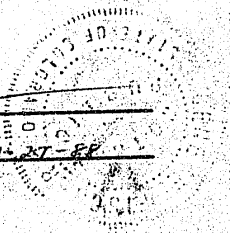

Pat Griffin, as Nominee

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me the 7th
day of May, 1986, by Robert Graves and Pat Griffin,
as Nominees.

WITNESS my hand and official seal.


Notary Public
My Commission Expires: 10-27-88



Consent and Acceptance

Party of the second part hereby consents to and accepts the terms and conditions of this deed and the easement and rights of access as set forth in a Special Warranty Deed recorded on the 19th day of February, 1986, at Reception No. 86008391 of the Larimer County, Colorado, records.

Dated this 24th day of Sept, 1986.

NORTHERN COLORADO WATER CONSERVANCY
DISTRICT, a Political Subdivision of
the State of Colorado

~~By~~ :

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STATE OF COLORADO)
COUNTY OF LARIMER) ss.

The foregoing Consent and Acceptance was acknowledged before me the 24th day of Sept., 1986, by Larry D. Thompson as Manager of the Northern Colorado Water Conservancy District, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 4/3/89

crh51k

DESCRIPTION FOR RX-10A PARCEL

A tract of land on, over and across portions of that certain parcel of land described in Reception No. 85015670, Larimer County records, located in Section 12 and Section 1, Township 8 North, Range 70 West, of the 6th P.M., ("subject parcel"), County of Larimer, State of Colorado, and described as follows:

A strip of land being 100 feet in width located on the "subject parcel" with foreshortened and prolonged sidelines to meet the property lines of the "subject parcel" and shall be 50 feet each side measured at right angles and parallel with the centerline of the existing abandoned C & S Railroad track and the centerline described as follows:

Considering the West line of said Section 12 as bearing North 0° 04' 34" West, from a 1" steel rod at the Southwest corner of said Section 12 to the Northwest corner of said Section 12, and with all bearings contained herein relative thereto:

Commencing at the Southwest corner of said Section 12; thence along the West line, of the said Section 12, North 0° 04' 34" West, 1009.43 feet; thence, North 34° 00' 06" East, 575.27 feet, to a curve concave to the Southeast having a central angle of 31° 03' 24", a radius of 955.37 feet and the chord of which bears North 49° 31' 48" East, 511.53 feet; thence along the arc of said curve, 517.85 feet to a point on the said centerline and the West line of said Book 1859, Page 33; said point being the POINT OF BEGINNING, said Point of Beginning being on a curve concave to the Southeast having a central angle of 15° 34' 51", a radius of 955.37 feet and the chord of which bears North 72° 50' 55" East, 259.00 feet; thence along the arc of said curve 259.80 feet; thence, North 80° 38' 21" East, 1,963.99 feet, to a curve concave to the Northwest having a central angle of 48° 11' 13", a radius of 955.37 feet, the cord of which bears North 56° 32' 45" East, 780.02 feet; thence along the arc of said curve 803.49 feet; thence, North 32° 26' 09" East, 1,297.71 feet, to a curve concave to the Northwest having a central angle of 19° 27' 15", a radius of 1,432.69 feet and the chord of which bears North 22° 43' 30" East, 484.12 feet; thence along the arc of said curve, 486.46 feet; thence, North 12° 59' 53" East, 1,160.89 feet, to a point on the North line of said Section 12, Township 8 North, Range 70 West from which point the Northeast corner bears North 89° 46' 43" East, 521.60 feet; thence, North 12° 59' 53" East, 1,828.40 feet, to a curve concave to the Northwest having a central angle of 32° 01' 57", a radius of 592.44 feet and the chord of which bears North 3° 01' 06" West, 326.92 feet; thence along the arc of said curve 331.22 feet; thence, North 19° 02' 05" West, 1,441.20 feet, to a curve concave to the Northeast having a central angle of 19° 56' 50", a radius of 1,432.69 feet and the chord of which bears North 9° 03' 40" West, 496.27 feet; thence along the arc of said curve, 498.78 feet; thence, North 0° 54' 45" East, 797.07 feet to the terminus of said centerline, said point being on the North line of said Section 1, Township 8 North, Range 70 West, from which point the Southeast corner of Section 36, Township 9 North, Range 70 West, bearing North 89° 43' 35" East, 595.47 feet.

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DESCRIPTION FOR RX-14 PARCEL

A tract of land on, over and across portions of that certain parcel of land described in Reception No. 85015670, Larimer County records, located in the West One Half of Section 30, Township 9 North, Range 69 West, of the 6th P.M., ("subject parcel"); County of Larimer, State of Colorado, and described as follows:

A strip of land 100 feet in width located on the "subject parcel" with foreshortened and prolonged sidelines to meet the property lines of the "subject parcel" and shall be 50 feet each side measured at right angles and parallel with the centerline of the existing abandoned C & S Railroad track and the centerline described as follows:

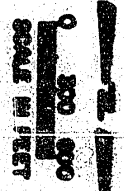
Considering the West line of said Section 30 as bearing North $1^{\circ} 12' 52''$ West, from a No. 4 rebar at the Southwest corner of said Section 30 to a pipe with yellow cap at the Northwest corner of said Section 30, and with all bearings contained herein relative thereto:

Commencing at the Southwest corner of said Section 30; thence along the West line, of the said Section 30, North $1^{\circ} 12' 52''$ West, 646.55 feet to a point on the said centerline, said point being the POINT OF BEGINNING; thence along said centerline, North $6^{\circ} 00' 00''$ East, 3786.75 feet, to a curve concave to the Northwest having a central angle of $5^{\circ} 05' 56''$, a radius of 5,729.65 feet and the chord of which bears North $3^{\circ} 27' 02''$ East, 509.73 feet; thence along the arc of said curve, 509.89 feet; thence, North $0^{\circ} 54' 04''$ East, 369.00 feet, to the terminus point of said centerline, said point being on the North line of said Section 30, Township 9 North, Range 69 West, from which point the Northwest corner of said Section 30 bears North $89^{\circ} 05' 59''$ West, 530.99 feet.

3
A



380/000-1277



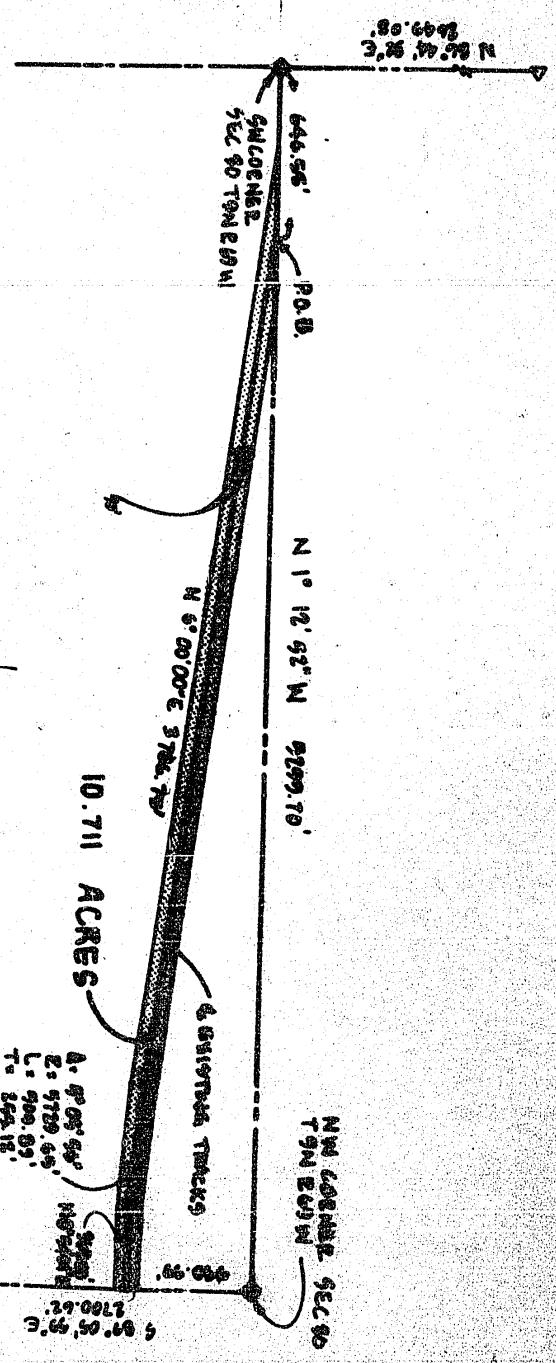
SCALE IN FEET

PARCEL-RX 14
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(RECEPTION NO. 6803670)

EXHIBIT A

10.711 ACRES

4. 97.05' 54"
E: 9729.45'
L: 909.89'
T: 154.13'
C: 400.75'
N 9° 27' 01" E



PLATTE RIVER POWER AUTHORITY
COLORADO AND SOUTHERN RAILROAD
REPORT TO REX



Parcels M, N, O, and P

STATE DOCUMENTARY FEE
\$175.00

WARRANTY DEED

THIS DEED, made this 26th day of June, 2000, between Kremers Family Partners, L.P., a Colorado limited partnership, of the County of Larimer and State of Colorado, grantor, and Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado, whose legal address is PO Box 679, Loveland, Colorado 80539, of the County of Larimer and the State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of one million seven hundred and fifty thousand dollars (\$1,750,000), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Larimer and State of Colorado, described as follows:

All of Section 25, Township 9 North, Range 70 West of the 6th P.M., County of Larimer, State of Colorado, EXCEPT those portions conveyed to the Board of County Commissioners of Larimer County and the Department of Highways, State of Colorado, by instruments recorded June 5, 1928 in Book 574 at Page 167 and recorded January 9, 1967 in Book 1351 at Page 518 of the Larimer County, Colorado, records.

AND,

The S 1/2 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 24, Township 9 North, Range 70 West of the 6th P.M.,
County of Larimer, State of Colorado.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; except water, water rights, rights to water, ditches, ditch rights, reservoirs and reservoir rights, if any, located on, used on or appurtenant to the real property which water rights are being conveyed by quitclaim deed of even date herewith;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general property taxes and assessments for the year 2000 and all subsequent years, and except water, water rights, rights to water, ditches, ditch rights, reservoirs and reservoir rights, if any, located on, used on or appurtenant to the real property (which water rights are being conveyed by quitclaim deed of even date herewith) and subject to reservations, restrictions, covenants, easements and rights of way of record or of which grantee has actual knowledge.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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 caused its limited partnership name to be hereunto subscribed by its General Partners effective as of the date set forth above.

KREMERS FAMILY PARTNERS, L.P.,
a Colorado limited partnership

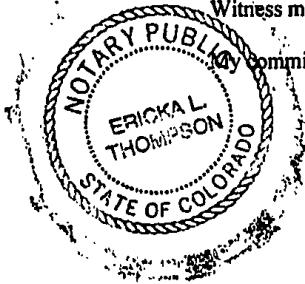
By Phyllis E. Burenheide
Phyllis E. Burenheide, General Partner

CLERKS NOTE
NO REAL PROPERTY DECLARATION RECEIVED
BY COUNTY CLERKS OFFICE

State of Colorado)
 County of Mesa) Ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2000,
 by Phyllis E. Burenheide as General Partner of Kremers Family Partners, L.P., a Colorado limited
 partnership.

Witness my hand and official seal.



My commission expires: 12-17-02

Ericka L. Thompson
 Notary Public

KREMERS FAMILY PARTNERS, L.P.,
a Colorado limited partnership

By: James W. Kremers

James W. Kremers, General Partner

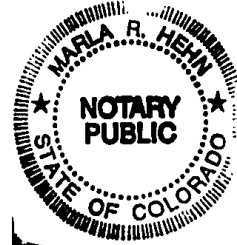
State of Colorado)
) Ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 20th day of June, 2000,
by James W. Kremers as General Partner of Kremers Family Partners, L.P., a Colorado limited
partnership.

Witness my hand and official seal.

My commission expires: October 24, 2003.

Marla R. Hehn



Name and Address Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

KREMERS FAMILY PARTNERS, L.P.,
a Colorado limited partnership

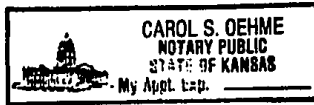
By: Joan K. Sheverbush
Joan K. Sheverbush, General Partner

State of Kansas)
County of: Crawford) Ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2000,
by Joan K. Sheverbush as General Partner of Kremers Family Partners, L.P., a Colorado limited
partnership.

Witness my hand and official seal.

My commission expires: 11-07-2000.



Carol S. Oehme
Notary Public