

Recorded this 20 day of March A.D. 1962, at 1:50 o'clock P.M.

Reception No. 301408

Homer E. Graham, Recorder

DEED AND AGREEMENT

THIS DEED-AGREEMENT, Made this 14th day of March, A. D. 1962, between THE STULL DITCH COMPANY, a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and REDLANDS MESA WATER USERS INCORPORATED, a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the second part;

WITNESSETH, that the party of the first part for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, receipt whereof is hereby confessed and acknowledged, and in further consideration of the promises and covenants hereinafter contained to be performed by the party of the second part, the party of the first part hereby grants, bargains, sells and conveys unto the said party of the second part, its successors and assigns forever all of the following described easement and right of way for an irrigation canal, situate lying and being in the County of Delta and State of Colorado, to-wit:

The right to enlarge the Stull Ditch to such capacity as is deemed best by the party of the second part for the purpose of carrying 10.80 cubic feet of water per second of time presently owned by the party of the first part as a first priority in the said ditch, and the water presently owned or which may hereafter be owned by the party of the second part, and including capacities for such waters as the party of the second part may desire to carry through the said ditch as enlarged, together with the right of ingress, egress and passage along the bank of the said Stull Ditch for the purpose of making said enlargement, disposing along the bank thereof earth excavated in said enlargement, repairs and maintenance. The said Stull Ditch being described as follows:

Its headgate is located on the right bank of Leroux Creek at a point whence the quarter corner between Sections 16 and 21, in Township 13 South, Range 93 West of the 6th P.M. bears South 31°30' East 31.50 chains distant. From said headgate the said ditch extends approximately 7 1/4 miles in a southwesterly direction and the traverse of the center line of said ditch being as follows:

S. 7.40 chains; S. 22°30' W. 4.10 chains; S. 34°00' W. 3.40 chains; S. 5°45' W. 4.00 chains; S. 46°30' W. 5.20 chains; S. 35°15' W. 7.00 chains; S. 26°00' W. 3.80 chains; S. 36°00' W. 3.00 chains; N. 65°00' W. 3.70 chains; S. 12°30' E. 3.50 chains; S. 10°00' E. 1.80 chains; S. 62°30' W. 2.10 chains; S. 40°00' W. 5.60 chains; S. 23°00' W. 6.60 chains; S. 2°30' E. 4.40 chains; S. 3°00' W. 5.00 chains; S. 34°00' W. 2.40 chains; S. 12°30' W. 2.80 chains; S. 27°30' W. 4.00 chains; S. 8°45' W. 4.40 chains; N. 70°30' W. 2.20 chains; S. 75°30' W. 3.30 chains; S. 48°00' W. 5.40 chains; S. 25°15' W. 3.50 chains; S. 35°00' W. 3.40 chains; S. 17°30' W. 4.00 chains; S. 53°00' W. 7.00 chains; S. 35°40' W. 9.50 chains; S. 6°30' W. 11.00 chains; S. 25°30' W. 4.40 chains; S. 37°30' W. 4.75 chains; S. 32°00' W. 9.00 chains;

S. 35°30' W. 4.65 chains; S. 19°30' W. 3.00 chains; S. 3°30' W. 5.00 chains; S. 26°00' W. 4.90 chains; S. 43°00' W. 4.30 chains; S. 54°00' W. 1.80 chains; S. 82°30' W. 13.00 chains; S. 65°30' W. 3.00 chains; S. 37°00' W. 4.00 chains; S. 6°00' W. 3.00 chains; S. 48°15' E. 3.00 chains; S. 25°10' E. 6.40 chains; S. 8°15' W. 10.00 chains; S. 15°30' W. 12.00 chains; S. 63°00' W. 7.00 chains; S. 27°30' W. 12.90 chains; S. 25°00' W. 8.20 chains; S. 33°00' W. 3.80 chains; S. 4°30' W. 6.50 chains; S. 26°30' W. 10.80 chains; S. 25°30' W. 8.00 chains; S. 32°30' W. 8.60 chains; S. 47°15' W. 7.20 chains; S. 5°00' W. 4.00 chains; S. 44°00' W. 4.70 chains; S. 64°00' W. 4.40 chains; S. 37°30' W. 8.20 chains; S. 43°00' W. 14.00 chains; S. 56°45' W. 30.50 chains; S. 40°30' W. 47.00 chains; S. 54°00' W. 24.00 chains; S. 66°30' W. 14.40 chains; S. 35°00' W. 69.40 chains; S. 30°30' W. 8.70 chains; S. 44°00' W. 16.50 chains; S. 32°00' W. 17.40 chains to end of line of main ditch.

The party of the second part shall at all times have the right to construct in either bank of the said ditch, as it may deem fit, water diversion structures for the purpose of diverting water into laterals owned by the party of the second part or by its stockholders.

The party of the second part hereby accepts the conveyance of the said easement, and in consideration of said conveyance, it does hereby covenant and agree with the party of the first part as follows:

1. To construct the said enlarged Stull Ditch in a proper workman-like manner, depositing the earth from the excavation thereof in an even and orderly manner along either bank thereof,

2. To properly transport therein for the use of the party of the first part its presently owned decree for 10.80 cubic feet of water per second of time out of Leroux Creek without any charge to the party of the first part for the enlargement, operation and maintenance of the said ditch, and shall also furnish without expense to the party of the first part, or its stockholders, such diversion and measuring structures as may be advisable for the proper transporting and delivery of the said water belonging to the party of the first part.

3. That as less than 10.80 cubic feet of water becomes available to the party of the first part under its decree, the party of the first part shall be entitled to purchase other water and have the same transported in the said ditch to fill the capacity of its decree, or reservoir water owned by the party of the first part, or its stockholders, may be run in the said ditch in the same manner, but for the transportation of such purchased water or reservoir water, the party of the first part shall be assessed and shall pay for transportation charges on the same basis as is charged by the party of the second part for the distribution of water through the enlarged portion of the said ditch.

4. To forever save and hold the party of the first part free, clear and harmless from all costs of maintenance and operation

of the said ditch and from all claims and demands and actions at law arising out of the improper, careless or negligent operation of the said ditch.

5. The party of the second part shall also hold the party of the first part free, clear and harmless from all claims, demands and liens and foreclosure of liens arising out of the construction of the said enlargement and the future maintenance and repairs of the said ditch as enlarged.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

THE STULL DITCH COMPANY, a Corporation

By Harold J. Paulson
Harold J. Paulson, President

ATTEST:

Erma J. Paulson
Erma J. Paulson, Secretary



PARTY OF THE FIRST PART

IN WITNESS WHEREOF, the said party of the second part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

REDLANDS MESA WATER USERS INCORPORATED,
a Corporation

By John W. Hawkins
John W. Hawkins, President

ATTEST:

Alvin L. Davis
Alvin L. Davis, Secretary



PARTY OF THE SECOND PART

STATE OF COLORADO)
) SS.
County of Delta)

I, the undersigned, a Notary Public in and for the State of Colorado, do hereby certify that Harold J. Paulson as President and Erma J. Paulson as Secretary of The Stull Ditch Company, and John W. Hawkins as President and Alvin L. Davis as Secretary of the Redlands Mesa Water Users Incorporated, all who are personally known to me to be the persons whose names are subscribed to the foregoing Deed - Agreement, have executed the same in their respective capacities, and who are known to me to be such officers respectively appeared before me this day in person and severally acknowledged that each of said secretaries for himself or herself affixed the seal of the respective corporations to the foregoing instrument, and that the seals respectively are the corporate seals of the said corporations; that the same were thereunto affixed by the authority of the said respective corporations; that the said instrument was by like authority subscribed with its corporate names; that the said Harold J. Paulson is the President of the said Stull Ditch Company, and the said Erma J. Paulson is the Secretary thereof; that John W. Hawkins is the President of the Redlands Mesa Water Users Incorporated, and the said Alvin L. Davis is the Secretary thereof; that the said respective officers by the authority of said respective corporations have respectively subscribed their names thereto as such officers, and that they signed, seal and delivered the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of the said respective corporations, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of March, A. D. 1962.

My Commission expires: June 22, 1963.

Grace R. Lidelbottom
Notary Public