

WHEREAS, a condition for said closing, Hilderbrant is requiring clarification concerning the Parties rights in relation to the foregoing reservations.

AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Agreement Effective After Closing. It is expressly understood and agreed that this Agreement shall have legal effect and be binding on the Parties if and only if Hilderbrant purchases on Lot B on or before July 1, 2016. If Hilderbrant does close on Lot B, this Agreement shall be recorded with the closing documents and immediately after the deed conveying Lot B to Hilderbrant. If Hilderbrant does not close on Lot B, this Agreement shall be null and void and of no further force or effect.
3. Use of Irrigation Water on Lot B. The Parties agree that instead of irrigating Lot B from the For Far lateral by pump and pipeline as originally envisioned in the Cogburn Deed, instead, Hilderbrant may irrigate Lot B from Clark Lake at no cost or expense to Hilderbrant. Water from Clark Lake shall only be used by Hilderbrant for irrigation on Lot B which consists of 2.85 acres. Calvary agrees that it shall make available to Hilderbrant, as source of the irrigation water, water from the specific water rights described in the Cogburn Deed, or at the discretion of Calvary, other waters owned or legally available to Calvary legally suitable for irrigation use on Lot B. Calvary shall have no obligation to provide irrigation water to Hilderbrant to the extent water from the specific water rights described in the Cogburn Deed is physically unavailable. The right of use of irrigation water described herein is appurtenant to Lot B and may not be transferred to any other use on or off of Lot B.
4. Easement for Pump and Pipeline. To the extent necessary to accomplish the forgoing, Calvary grants to Hilderbrant an easement for the purpose of installing, inspecting, operating, maintaining and/or replacing a pump and pipeline on Lot A (immediately adjacent to Lot B) within or adjacent to Clark Lake in order to facilitate the above-described use of water. Hilderbrant shall be responsible for the cost of the pump and pipeline, and the operation, maintenance and replacement of the same.
5. Recreational and Hunting Right on Clark Lake. Hilderbrant shall retain the recreational rights and privileges ("Recreation Rights") reserved in the Cogburn Deed described above, except as specifically modified herein. "Recreational

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Rights” as used herein shall include hunting, fishing, swimming and recreating on or in the Clark Lake in canoes and small boats (no motor boats capable of pulling water skiers), jet skis or other small recreational equipment that does not cause damage to the shore line or otherwise damage the real property. Hilderbrant shall only use the recreational rights on Clark Lake for personal purposes as the owner and occupant of Lot B and shall not rent, lease or allow use of Clark Lake by any party for commercial purposes. Further, Hilderbrant shall only allow guests and invitees, (not to exceed 25 people) to use Clark Lake for the foregoing purposes. Calvary may also use the Recreational Rights described herein.

6. Clark Lake. As partial consideration for this Agreement, while this Agreement remains in effect, Calvary shall have the right to use 1/5<sup>th</sup> Interest in the Clark Lake without rent or further consideration, provided that Calvary will pay all expenses associated with the maintenance and upkeep of the 1/5<sup>th</sup> Interest in Clark Lake. The foregoing notwithstanding, should Calvary fail to make irrigation water available as contemplated in paragraph 3 above, or should this Agreement terminate for any reason, Hilderbrant shall retain the right to utilize the 1/5<sup>th</sup> interest in Clark Lake. This Agreement does not terminate, alter or modify the rights and privileges of Calvary with respect to its ownership of the 4/5th interest in Clark Lake.
7. Binding Effect. This Agreement is intended to, bind and inure to the benefit of the Parties heirs, successors and/or assigns.
8. Representations. The Parties represent and warrant that they have the full right, power and authority to enter into this Agreement and to grant the rights granted herein.
9. Default. In the event of default, the Party alleging default shall notify the defaulting party of the alleged default. The defaulting Party shall have ten (10) business days to correct any alleged default. Should the default not be corrected the Party alleging default may seek such remedies as said Party deems appropriate, which may include but are not limited to monetary damage and/or specific performance.
10. Indemnification. Except to the extent arising from negligence or willful misconduct Calvary, Hilderbrant does hereby indemnify and agree to hold Calvary, its agents, officers, directors, representatives and employees harmless from any claims or causes of action, including claims for injury or death of persons or damage to or loss of property incurred arising out of any actions or activities of Hilderbrant pursuant to this Agreement. Similarly, except to the extent arising from negligence or willful misconduct Hilderbrant, Calvary does hereby indemnify and agree to hold Hilderbrant, its agents, officers, directors, representatives and employees harmless from any claims or causes of action, including claims for injury or death of persons or damage to or loss of property arising out of any actions or activities of Calvary pursuant to this Agreement.



**SHELLEY E. HILDERBRANT**

*Shelley E. Hilderbrant*

STATE OF COLORADO )  
 ) ss:  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2016, by Shelley E. Hilderbrant

WITNESS my hand and official seal.

My commission expires: 07/08/2017

MELISSA H. BUICK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054024373  
My Commission Expires July 8, 2017.

*Melissa H. Buick*  
Notary Public

**CALVARY FARMS, LLC**

By *Rich Montero*  
Name/Title: Rich Montero - manager

STATE OF COLORADO )  
 ) ss:  
CITY AND COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2016, by Rich Montero, as Manager of Calvary Farms, LLC.

WITNESS my hand and official seal.

My commission expires: 2017.

JAMIE A. STARKAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054007817  
MY COMMISSION EXPIRES 02/25/2017

*Jamie A. Starkan*  
Notary Public