

AGREEMENT

THIS AGREEMENT is entered into between Ranch of the Rockies Association (RORA), a Colorado not for profit corporation, of One Lake Street, Upper Saddle River, New Jersey, 07458 and Campground of the Rockies Association (CORA), a Colorado not for profit corporation, of One Lake Street, Upper Saddle River, New Jersey 07458 as follows:

1. Both of the parties to this agreement acknowledge and ratify an agreement dated April 14, 1980, between the parties concerning the sharing between them of the cost of operating and maintaining the Buffalo Creek reservoir in Park County, Colorado.
2. RORA hereby agrees and covenants that the members of CORA shall have the right to use the Buffalo Creek reservoir for the purposes of fishing and other reasonable recreational activities approved by RORA and grants to CORA, its members, directors, officers, employees, agents, guests, and invitees full right to ingress and egress and to be upon the reservoir site for those purposes.
3. The principal term of this agreement shall be for a period of 50 years from July 1, 1985 and terminating on June 30, 2035.
4. The term of this agreement shall be extended automatically for succeeding periods of 15 years commencing at the termination of the principal term unless either of the parties shall give notice that the term shall not be so extended at least 3 years prior to the termination of the principal term or of any extended term.
5. In consideration of the right to use the Buffalo Creek reservoir for fishing and other recreational activities, CORA shall pay an annual fee to RORA in the amount of \$100.00. Such annual fee shall be first paid upon the execution of this agreement and thereafter on the first day of April of each of every year of the principal term and any extended term of the agreement.
6. CORA shall indemnify and hold harmless RORA, The Western Union Ranch, Inc. and Western Union Realty Corporation, their respective members, directors, officers and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses, including attorneys' fees, of every nature and kind, by reason of injury to or death of any person or damage to or destruction of property, arising out of or incidental to or in any way resulting from the acts or omissions of CORA, its members, directors, officers, employees, agents, guests or invitees during the use of the Buffalo Creek reservoir pursuant to the agreement.

7. CORA acknowledges and recognizes that the primary purpose of the Buffalo Creek reservoir is to impound and release water according to the terms and conditions of the water augmentation plan set forth in the Decree in case No. W-8109-75 in the District Court for Water Division No. 1, Greeley, Colorado and CORA agrees and covenants for itself and its members, directors, officers, employees, agents, guests and invitees to so act as to assure that the primary purpose of the reservoir will be fulfilled and to do nothing to impeded or interfere with that primary purpose, CORA agrees and covenants that its use, and the use of its members, directors, officers, employees, agents, guests and invitees, of the reservoir may be restricted, suspended or terminated if necessary to assure the reservoir can and will fulfill its primary purpose or in the event the reservoir is no longer required to fulfill the requirements of the water augmentation plan.
8. CORA agrees and covenants for itself and its members, directors, officers, employees, agents, guests and invitees, not to cause any injury or damage to the reservoir dam or reservoir site and in the event such injury or damage does occur to promptly repair the reservoir, dam or reservoir site at CORA's sole cost and expense.
9. The Board of Directors of RORA and CORA shall each appoint two persons to a joint committee to implement and carry out the provisions and purposes of this agreement. The committee shall appoint by majority vote a fifth member to the committee, that member to be the Chair of the committee. Members of the committee need not be members of either association. The committee shall be fully authorized to appoint subcommittees and to issue rules and regulations for the use of the reservoir and the reservoir site and to charge such fees as it feels necessary for such use. So long as RORA and CORA are both controlled by Western Union Ranch, the committee need not be formed and no appointments need be made by the Boards of Directors.
10. CORA shall at all times carry insurance and provide proof thereof to RORA with limits not less than described as follows:
 - (A)
 - (1) Worker's Compensation (Statutory limits in Colorado).
 - (2) Employer's General Liability - Limits \$100,000 per occurrence.
 - (B) Comprehensive General Liability:
 - (1) Combined Bodily Injury Liability and Property Damage Liability with limits of not less than \$500,000 per occurrence.

- (2) This policy must include coverage extensions for Contractual Liability (to cover the indemnification provisions contained in this agreement).

(C) Comprehensive Automobile Liability:

Whenever CORA shall use any vehicles, owned, non-owned or hired, on the reservoir site, bodily injury and property damage liability coverage with limits of \$500,000 per occurrence. Such coverage may exclude vehicles owned or controlled by individual members, guests or invitees.

(D) CORA shall endeavor to have RORA named as an additional insured on each insurance policy and to provide RORA with thirty (30) days advance written notice of any cancellation, material modification or reduction in the amount or scope of coverage in each policy.

(E) RORA may require an increase in the limits of the policies based upon any increase of the Consumer Price Index for the Denver, Colorado area.

11. This agreement can be changed only by agreement in writing signed by the parties.
12. This agreement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

DATE: December 23, 1985

RANCH OF THE ROCKIES ASSOCIATION

By:

Stephan E. Smiszko
Chairman and President

DATE: December 23, 1985

CAMPGROUND OF THE ROCKIES ASSOCIATION

By:

Stephan E. Smiszko
Chairman and President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF BERGEN)

The foregoing instrument was acknowledged before
me this 23 day of December, 1985, by _____
Stephan E. Smieszko as President of Ranch of the Rockies Association,
a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 6/16/88

Paul G. Kostro
Notary Public

PAUL G. KOSTRO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 16, 1988



Campground Of the Rockies Association

P. O. Box 4318 - Englewood, Colorado 80155 - Phone (303) 779-5151

March 31, 1992

Mr. Harley Hamilton
Park County Zoning Department
P.O. Box 517
Fairplay, CO 80440

Dear Mr. Hamilton:

The Board of Directors of Campground of the Rockies Association agrees to:

1. Pay one-half of the cost of stocking the reservoir. Our share—approximately \$300.
2. Pay our pro-rated share of 4.2%, as per the Agreement between RORA and CORA dated April 14, 1980, for repairs to be made to the head gate of the reservoir.
3. Pay one-half of the cost of the Port-A-Potty placed on the reservoir grounds. Our share of one-half of \$144 a month, for four months, to be \$288. The service to include keeping the unit in good repair, emptying once a week and on skids or tied down so as not to blow over.

(Our Campground Manager informed me on March 29, 1992, that the present unit has lost its roof, the seat is broken, the door is sprung and it is full and frozen).

I assume that the unit would be replaced.

By the way, the ice is still thick on the reservoir and quite muddy on the shore.

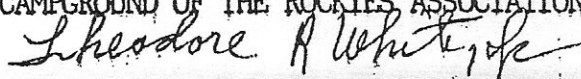
When our payments are due, please send copies of the bills to our CORA office so that we may reimburse you as promptly as possible.

If you think it would be feasible, we would be glad to place a combination lock on the gate and give you the combination to share with your group. The combination to be changed yearly. Let me know if you think this thought would be an advantage to the two organizations.

Thank you very much for your help in the above matter.

Sincerely,

CAMPGROUND OF THE ROCKIES ASSOCIATION



Theodore R. White, President
(303) 935-2033

THIS AGREEMENT is made as of this 14th day of April, 1980 by and between RANCH OF THE ROCKIES ASSOCIATION, a Colorado non-profit corporation, with an office at 1 Lake Street, Upper Saddle River, New Jersey (hereinafter referred to as RORA) and CAMPGROUND OF THE ROCKIES ASSOCIATION, a Colorado non-profit corporation, with an office at 1 Lake Street, Upper Saddle River, New Jersey (hereinafter referred to as CORA).

WHEREAS, RORA is the owner of certain water rights as indicated in Exhibit A, attached to this Agreement and incorporated herein by reference, which rights provide for a water supply for all domestic, commercial and irrigation uses on certain lands; and

WHEREAS, said water rights are the subject of a Decree dated August 26, 1977, incorporating Findings of Fact and Conclusions of Law in Case No. W-8109-75 In the District Court in and For Water Division No. 1, State of Colorado, a copy of which is attached to this Agreement as Exhibit B; and

WHEREAS, said Decree directed the State Engineer to issue permits for wells sufficient to serve 500 recreational vehicle campsites, a lodge, a swimming pool, and a launderette; and

WHEREAS, said Decree requires RORA to implement the plan for augmentation set forth in the Findings of Fact under the general supervision of the Division Engineer for Water Division No. 1; and

|| WHEREAS, CORA has or will have a beneficial interest in certain lands which are included within the lands to be supplied water in accordance with the aforesaid Decree; and

WHEREAS, CORA is charged under its Articles of Incorporation and Bylaws with cooperating with RORA in the regulation and enforcement of said augmentation plan and the Decree. //

NOW, THEN, THEREFORE, in consideration of the sum of \$10.00, receipt of which is mutually acknowledged, and the mutual covenants set forth herein, it is agreed as follows:

1. RORA agrees and acknowledges that CORA and its members have the right to use that amount of water provided for in the aforesaid Findings of Fact, Conclusions of Law, and Decree, to serve 500 recreational vehicle campsites, a lodge, a swimming pool and a launderette, but on the condition that any such use will in all cases be subject to the provisions of the aforesaid Findings of Fact, Conclusions of Law, and Decree and any restrictions on use contained therein. *W. Stak*

2. RORA delegates to CORA the responsibility for implementing the Water Augmentation Plan with respect to the campsites and common areas owned by CORA and its members. CORA accepts such responsibility and acknowledges that in the event CORA fails to implement such Water Augmentation Plan, insofar as the campsites and common areas are concerned, RORA shall be entitled to enforce the Water Augmentation Plan in accordance with the terms thereof with respect to the 500 recreational vehicle campsites, a lodge, a swimming pool, and a launderette.

3. CORA agrees that it will perform no act, nor permit any of its members, their agents, licensees or invitees to perform any act, which will be in violation of the aforesaid Findings of Fact, Conclusions of Law, and Decree.

4. CORA agrees to contribute 4.2% of any cost incurred for the maintenance and upkeep of the Buffalo Creek Reservoir, and 4.2% of any administrative costs incurred in the implementing in the Water Augmentation Plan.

5. The boards of directors of each respective Association shall appoint two persons to a joint committee, whose purpose shall be to implement and carry out the provisions and purposes of this Agreement. Members of the joint committee need not be members of either Association.

IN WITNESS WHEREOF, the parties set their hand and seal as
of the day and year first above written.

RANCH OF THE ROCKIES ASSOCIATION

Attest: Eric W. Soennichsen
Eric W. Soennichsen,
Secretary

By: D. Henry Northington
D. Henry Northington,
President

CAMPGROUND OF THE ROCKIES ASSOCIATION

Attest: Frank Becz, Jr.
Frank Becz, Jr.,
Assistant Secretary

By: Richard J. Humphreys
Richard J. Humphreys,
Vice President

STATE OF NEW JERSEY)
: SS.:
COUNTY OF BERGEN)

Be it Remembered, that on this 14th day of April,
1980, before me the subscriber Barbara A. Philz
personally appeared D. Henry Northington who, I am satisfied, is
the person who signed the within instrument as President of
Ranch of the Rockies Association the corporation named therein
and he thereupon acknowledged that the said instrument made by
the corporation and sealed with its corporate seal and delivered
by him as such officer and is the voluntary act and deed of the
corporation, made by virtue of authority from its Board of Directors.

STATE OF NEW JERSEY)
: SS.:
COUNTY OF BERGEN)

Barbara A. Philz
My Commission Expires April 30, 1984
A Notary Public of New Jersey

Be it Remembered, that on this 14th day of April,
1980, before me the subscriber Barbara A. Philz
personally appeared Richard J. Humphreys who, I am satisfied, is
the person who signed the within instrument as Vice President of
Campground of the Rockies Association the corporation named
therein and he thereupon acknowledged that the said instrument
made by the corporation and sealed with its corporate seal and
delivered by him as such officer and is the voluntary act and
deed of the corporation, made by virtue of authority from its
Board of Directors.

Barbara A. Philz
BARBARA A. PHIZ
A Notary Public of New Jersey
My Commission Expires April 30, 1984