

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

February 10, 2020

Fuchs Ranch, Inc.

1620 County Road 14A

Del Norte, CO 81132

☐ Check here if current address is unknown

STATE OF COLORADO for the use and benefit of the Department of

Natural Resources, Water Conservation Board

September 1, 1999

April 11, 2000

363606

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Rio Grande

COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)**

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on February 19, 2020 (date) by*

Kirk Russell

Finance Section Chief

November 22, 2023 Date Commission Expires

*If applicable, insert title of officer and name of current owner and holder

Notary Public

Witness my hand and official seal

ALANA G. HOLDREN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194044383
MY COMMISSION EXPIRES NOV. 22, 2023

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

7. Without expense to the State, manage, operate, and maintain the project continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance. The Borrower agrees to indemnify and hold the State harmless from any liability as a result of the State's interest in the project facilities and any other property identified in paragraph A.5. above. The Borrower shall maintain general liability insurance covering the management, operation, and maintenance of the project until it completes repayment to the State in at least the following amounts:

a. For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars (\$500,000).

b. For any injury to two or more persons in any single occurrence, the sum of One Million Dollars (\$1,000,000).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

8. Make the services of said project available within its capacity to all persons in the Borrower's service area without discrimination as to race, color, religion, or natural origin at reasonable charges (including assessments, taxes, or fees), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the Borrower through its shareholders, as may be modified from time to time. The initial rate schedule must be approved by the State. Thereafter, the Borrower may, subject to the approval of the State, make such modifications to the rate schedule as the Borrower deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory.

9. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves.

10. Provide the State with such periodic reports as the State may require and permit periodic inspections of its operations and accounts by a designated representative of the State.

11. Repay to the State the total principal sum of One Hundred Seventeen Thousand Five Hundred Sixty-Five Dollars (\$117,565), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Three Thousand Three Hundred Fifty-Nine Dollars (\$3,359) each, for thirty-five (35) years, as shown in Exhibit C, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum shall have been paid. However, in the event the Borrower does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Borrower delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Borrower pledges its full faith and credit in support of this obligation

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competitive public bidding, said project to be completed within five (5) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all contracts before they can become effective. The above-specified time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

A.5. Execute a warranty deed which shall convey the following real property to the State as security for the loan:

An undivided sixty-nine percent (69%) interest in the service spillway and the emergency spillway of the rehabilitated Fuchs dam with all appurtenances attached thereto..

The deed will be recorded by the Contractor in the proper county or counties and all recording fees shall be paid by the Contractor. The retainage shall not be paid to the Contractor until a warranty deed has been executed, recorded, and filed with the State.

A.11. Repay to the State the total principal sum of One Hundred Twenty-Six Thousand Three Hundred Sixty-Six Dollars and Forty-Five Cents (\$126,366.45), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Three Thousand Six Hundred Ten Dollars and Forty-Seven Cents (\$3,610.47) each, for thirty-five (35) years, as shown in Attachment B, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum shall have been paid. However, in the event the Contractor does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Contractor delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Contractor pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

C. The State agrees that it shall:

1. Loan to the Contractor for the purpose of this contract an amount not to exceed Fifty-Six Thousand Six Hundred Dollars (\$56,600). Said Fifty-Six Thousand Six Hundred Dollars (\$56,600) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing August 18, 1985, and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.



The Commission on the Status of Women, established in 1946, was the first of its kind. It was created by the United Nations to address the needs and concerns of women worldwide. The Commission's mandate was to promote the advancement of women and to ensure their full and equal participation in all spheres of life.

The Commission's work was carried out through a series of sessions, each held in a different country. These sessions provided a platform for women from various nations to share their experiences and to discuss common issues.

Over the years, the Commission has played a crucial role in the development of international law and policy related to women's rights. It has been instrumental in the adoption of the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) in 1979.

The Commission's efforts have led to significant improvements in the status of women in many countries. It has helped to raise awareness of women's issues and to encourage governments to take action to address these issues.

The Commission's work has been a testament to the power of international cooperation in promoting women's rights. It has shown that when women from different countries come together, they can achieve much more than they could on their own. The Commission's legacy is one of progress and hope for the future of women's rights.

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