



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

February 12, 2020

Rio Grande County Treasurer & Public Trustee
925 6th St. Rm. 103
Del Norte, CO 81132

Subject: CWCB Loan Contract C153442- Release of Deed of Trust

This refers to the attached Request for Full Release of Deed of Trust relative to an agreement between Fuchs Ranches, Inc. and the Colorado Water Conservation Board (CWCB). Also attached for your handling is the original Deed of Trust, dated September 1, 1999. Payment in the amount of \$36.00, for fees, is enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope.

Should you have any questions, please contact me at Telephone No. (303) 866-3441 ext. 3247. Thank you for your assistance in this matter.

Very truly yours,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section

Enclosures



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

Date

Original Grantor (Borrower)

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

☐ Check here if current address is unknown

Colorado Water Conservation Board

Original Beneficiary (Lender)

September 1, 1999

Date of Deed of Trust

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

April 11, 2000

363606

Recording Information

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

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)**

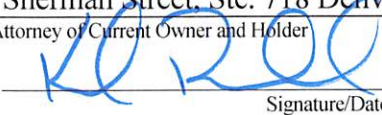
Full Release

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

 2/12/20
Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before me on 2/14/2020 (date) by*

Kirk Russell

Finance Section Chief

11/22/2023

Date Commission Expires

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


Notary Public

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

Witness my hand and official seal

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.)

TO THE COMMISSIONER OF THE
BUREAU OF LANDS
WASHINGTON, D. C.
FROM THE
SPECIAL AGENT IN CHARGE
OF THE
BUREAU OF LANDS
AT
SALT LAKE CITY, UTAH

Deed of Trust

This indenture, made this 1st of September 1999, between the Fuchs Ranches, Inc., whose address is 1620 County Road 14A, Del Norte, CO 81132, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Rio Grande, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed a promissory note, set forth in Contract No. C153442, as amended ("Contract") for a loan in the principal sum of Fifty Nine Thousand One Hundred Twenty Dollars (\$59,120) to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the date of first disbursement of funds under the Contract at the effective interest rate of five percent (5%) per annum, payable in thirty five (35) annual installments, in accordance with the Promissory Note Provision of said Contract, or until loan is paid in full.

And whereas, the GRANTOR is desirous of securing payment of the principal and interest of said promissory note to the State of Colorado.

Now, therefore, the GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, to wit: 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, as more completely described in Attachment A, attached hereto and incorporated herein, collectively or hereinafter referred to as the "Property").

To have and to hold the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said County of Rio Grande, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and

assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents, it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained Property in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

And that in case of any default, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request, and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said Property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Contract shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

(SEAL)

Fuchs Ranches, Inc.

By Michael J. Fuchs
President

ATTEST: Margaret Fuchs
Corporate Secretary

State of Colorado)
County of _____) SS.

The foregoing instrument was acknowledged before me this 17th day of March, 2000, by Michael J. Fuchs as president and Margaret Fuchs as corporate secretary. Witness my hand and official seal.

Carol L. Moreno
Notary Public

My commission expires

Sept 1, 2003

Carol L. Moreno
Notary Public
706 2nd Avenue
Monte Vista, CO 81144
My Commission Expires Sept. 1, 2005

363606 04/11/2000 09:15am BK: 0489 PG: 1411
LELA ANN BENNETT, RECORDER, RIO GRANDE CTY, CO

Margaret Tucker



My Company, New York

Location of Dam: Fuchs Dam is located on the east fork of Pinos Creek, tributary to the Rio Grande River, in the SE ¼ of Section 2 and NE ¼ of Section II, Township 37 North, Range 4 East, N.M.P.M., Rio Grande County, Colorado. The centerline of Fuchs Dam is described as follows: commencing at the southeast end of Fuchs Dam at a point 982.66 feet, bearing N 78° 49' E to the NE corner of Section II, Township 37 North, Range 4 East, N.M.P.M. thence N 27° 02' W 483.1 feet, thence N 23° 42' W 42.1 feet, thence N 4° 26' W 253.7 feet, thence N 25° 54' W 38.3 feet, thence N 62° 38' W 17.0 feet, thence S 58° 48' W 108.6 feet to a point designating the northwest end of Fuchs Dam.

**Attachment A
to Deed of Trust
dated September 1, 1999**

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ACCEPTANCE OF DEED OF TRUST

The Colorado Water Conservation Board hereby acknowledges that it accepts the foregoing Deed of Trust in lieu of the Warranty Deed required pursuant to loan contract C-153442 dated August 18, 1985 as amended on January 18, 1989, and acknowledges that such Deed of Trust provides sufficient security for the above referenced loan so as to comply with the terms of the contracts.

Done this 25 day of April 2000, 1999.

COLORADO WATER CONSERVATION
BOARD

By: Peter Evans
Peter Evans, Executive Director

State of Colorado)
)
County of Denver) ss.

The foregoing instrument was subscribed and sworn to before me this 25 day of April 2000, 1999, by Peter Evans, Executive Director of the Colorado Water Conservation Board.

Witness my hand and official seal. My commission expires: 11/4/2002

Caidyn K. Adams
Notary Public

PAID IN FULL

STATE OF COLORADO

Colorado Water Conservation Board Department of Natural Resources

1313 Sherman Street, Room 721
Denver, Colorado 80203
Phone: (303) 866-3441
FAX: (303) 866-4474
www.dnr.state.co.us/cwcb




Bill Owens
Governor

Greg E. Walcher
Executive Director

Peter H. Evans
CWCB Director

Dan McAuliffe
Deputy Director

Memorandum

To: Peter Evans
From: Jan Illian 
Date: April 25, 2000
Subject: Document for signature

On January 18, 1989, Fuchs Ranches, Inc. entered into a contract with the CWCB for a loan in the amount of \$59,120. One of the conditions of the contract required that a warranty deed be executed to convey the collateral (69% interest in the service spillway and the emergency spillway of the Fuchs dam).

In August 1999, I sent a letter to the Fuchs Ranches along with a deed of trust for execution so that the collateral could be secured. The letter explained that a deed of trust was being used instead of a warranty deed because the CWCB had concluded that a security interest conveyed by a deed of trust was sufficient to secure the loan.

Until the mid 1990s, it was the practice of the CWCB to use a warranty deed to secure the collateral. The CWCB started requiring deeds of trust instead of warranty deeds in the mid-1990s to more appropriately implement Section 37-60-120(1), which requires the CWCB to "take a sufficient security interest in property: . . ." A warranty deed transfers title to the grantee, while a deed of trust conveys a security interest. The Attorney General's Office concurs with accepting a deed of trust in lieu of a warranty deed for these existing contracts.

Although the borrower's attorney agreed with our use of the deed of trust rather than a warranty deed, he asked that we sign the attached Acceptance of Deed of Trust which has been reviewed by the Attorney General's Office. If you are satisfied with this document, please execute and return to me and I will finish processing the deed of trust to secure the collateral. Please let me know if you have any questions.

Thanks,

Jan.

PAID IN FULL