



COLORADO

Colorado Water Conservation Board

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

October 7, 2020

Weld County Public Trustee
1400 North 17th Ave.
Greeley, CO 80634

Subject: Releases of Deeds of Trust
CWCB Contract (C150163)

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between New Cache La Poudre Irrigating Company and the Colorado Water Conservation Board (CWCB). Also attached for your handling are the original Deed of Trusts along with the Promissory note stamped "PAID IN FULL". Payments in the amount of \$28.00 each (total check for \$56.00), 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 jessica.halvorsen@state.co.us or by telephone No. (303) 866-3441 ext. 3247. Thank you for your assistance in this matter.

Sincerely,

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

October 7, 2020

New Cache La Poudre Irrigating Company

P.O. Box 104

Lucerne, CO 80646

☐ Check here if current address is unknown

Colorado Water Conservation Board

July 1, 2004

October 28, 2004

3231211

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

Weld

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

10/14/20

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on (date) by*

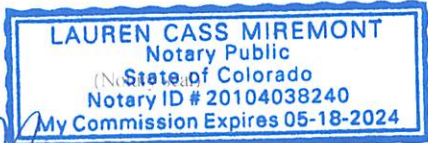
Kirk Russell

Finance Section Chief

May 18, 2024

Date Commission Expires

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



Notary Public

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.)



3231211 10/28/2004 02:46P Weld County, CO
1 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

Deed of Trust

DATE: July 1, 2004
GRANTOR: NEW CACHE LA POUDE IRRIGATING COMPANY
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: WELD
PRINCIPAL LOAN AMOUNT: \$7,272,000
LOAN CONTRACT: Loan Contract No. C150163, dated July 1, 2004
TERMS OF REPAYMENT: 2.50% per annum for 30 years
COLLATERAL: An undivided one-hundred percent interest in certain real property consisting of approximately 1300 acres more particularly described in the attachment hereto (Attachment 1), upon, over and under which the Drury Reservoir, Cornish Plains Reservoir, Barnesville Reservoir, Jack Wells pumping station and pipeline will be constructed, together with all improvements thereon, including but not limited to gates, ditches (including full access to and use of the Greeley No. 2 ditch as historically used by the GRANTOR for operating and delivery of water to the reservoirs), canals, and all other structures and fixtures, and any easements, rights-of-way, or other property or property interests held and used in connection with the operation of said reservoirs, pumping station, and pipeline.

This indenture is between the GRANTOR, and the Public Trustee of the above referenced COUNTY, State of Colorado ("PUBLIC TRUSTEE"),

Factual Recitals

1. The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with TERMS OF REPAYMENT and in accordance with the Promissory Note or until loan is paid in full.
2. The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

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, the above described COLLATERAL.

To have and to hold the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of said Promissory Note, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said Promissory Note or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said Promissory Note, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The

Appendix 5 to Loan Contract C150163



3231211 10/28/2004 02:46P Weld County, CO
2 of 3 R 16.00 D 0.00 Steve Moreno Clerk & Recorder

GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL 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.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL 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 Promissory Note and LOAN 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.

The New Cache La Poudre Irrigation Company, a
Colorado nonprofit corporation

By Mike Hungenberg
Mike Hungenberg, President

(SEAL)

Attest

By Kenton Brunner
Kenton Brunner, Secretary

County of Weld)
) SS
State of Colorado)

The foregoing instrument was acknowledged before me this 2nd day of July 2004, by Mike Hungenberg and Kenton Brunner, as President and Secretary, respectively, of The New Cache La Poudre Irrigation Company. Witness my hand and official seal.



Barbara A. Perusek Notary Public

Return recorded deed of trust to: CWCB Finance Section, Attn: Jan Illian, 1580 Logan Street, Suite 750,
Denver, CO 80203 (Phone Number 303-866-3462)

ATTACHMENT 1 TO DEED OF TRUST DATED JULY 1, 2004

GRANTOR: NEW CACHE LA POUDRE IRRIGATING COMPANY

Description of collateral:

A tract of land located in the W1/2 of Section 4, E1/2 of Section 5, Section 8, W1/2 of Section 9, and NE1/4NW1/4 of Section 17, Township 6 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as:

Considering the North line of the NW1/4 of said Section 4 to bear South 89 degrees 58 minutes 45 seconds East, and all bearings contained herein being relative thereto:

Beginning at the Northwest corner of said Section 4;
thence South 89 degrees 58 minutes 45 seconds East, 1334.14 feet to the West One-Sixteenth (W1/16) Corner of said Section 4 and Section 33, Township 7 North, Range 63 West of the 6th P.M.;
thence South 00 degrees 05 minutes 44 seconds West, 653.14 feet to the Center North Northwest One Sixty-Fourth (C-N-NW 1/64) corner of said Section 4;
thence South 45 degrees 33 minutes 43 seconds East, 930.89 feet to the Center-East Northwest One-Sixty-Fourth (C-E-NW 1/64) corner;
thence North 89 degrees 52 minutes 50 seconds East, 665.75 feet to the Center-North One-Sixteenth (C-N 1/16) corner of said Section 4;
thence South 00 degrees 12 minutes 42 seconds West, 1318.53 feet to the Center One-Quarter (C 1/4) corner of said Section 4;
thence South 00 degrees 12 minutes 42 seconds West, 2637.06 feet to the South One-Quarter (S1/4) of said Section 4;
thence along the East line of the NW1/4 of said Section 9, South 00 degrees 50 minutes 37 seconds West, 2141.61 feet to a point on the North rights-of-way line of Highway No. 392, in Book 922 as Reception No. 1843691;
thence along said right-of-way, South 45 degrees 44 minutes 01 seconds West, 3791.07 feet to a point on a curve to the right which has a delta angle of 13 degrees 55 minutes 54 seconds, a radius of 3737.56 feet, the chord of which bears South 52 degrees 41 minutes 59 seconds West, 906.57 feet to a point on the North line of the NE1/4 of said Section 17;
thence along the North line of the NE1/4 of said Section 17, South 89 degrees 03 minutes 13 seconds West, 1874.03 feet to the North One-Quarter of said Section 17;
thence along the East line of the NW1/4 of said Section 17, South 00 degrees 02 minutes 21 seconds West, 711.84 feet to a point on the North right-of-way line of Highway No. 392, in Book 922 as Reception No. 1843691;
thence along said right-of-way, South 69 degrees 06 minutes 37 seconds West, 1405.49 feet;
thence leaving the North right-of-way line of Highway No. 392, North 00 degrees 01 minutes 29 seconds West, 1191.28 feet to the West One-Sixteenth corner (W1/16) of Sections 8 and 17;
thence North 00 degrees 24 minutes 46 seconds East, 1327.23 feet to the Southwest One-Sixteenth (S-W 1/16) corner of said Section 8;
thence along the East line of the NW1/4SW1/4 of said Section 8, North 00 degrees 24 minutes 46 seconds East, 111.34 feet;
thence leaving the East line of the NW1/4SW1/4 of said Section 8, South 89 degrees 52 minutes 47 seconds West, 443.62 feet;
thence North 39 degrees 00 minutes 32 seconds West, 837.12 feet;
thence North 33 degrees 24 minutes 16 seconds West, 616.64 feet to a point on the West line of the NW1/4SW1/4 of said Section 8;
thence along the West line of the NW1/4SW1/4 of said Section 8, North 00 degrees 18 minutes 55 seconds East, 32.61 feet to the West Quarter corner of said Section 8;
thence North 00 degrees 17 minutes 57 seconds East, 2656.03 feet to the Northwest corner of said Section 8;
thence North 89 degrees 17 minutes 20 seconds East, 2647.19 feet to the North Quarter corner of said Section 8;
thence North 00 degrees 02 minutes 55 seconds West, 2648.66 feet to the Center One-Quarter (C 1/4) corner of said Section 5;
thence North 89 degrees 09 minutes 13 seconds East, 1324.30 feet to the Center-East One-Sixteenth (C-E 1/16) corner of said Section 5;
thence North 00 degrees 02 minutes 04 seconds West, 1327.73 feet to the North-East One-Sixteenth (N-E 1/16) corner of said Section 5;
thence North 00 degrees 02 minutes 04 seconds West, 1313.66 feet to the East One-Sixteenth corner of said Section 5 and Section 32, Township 7 North, Range 63 West of the 6th P.M.;
thence North 89 degrees 20 minutes 36 seconds East, 1324.90 feet to the Point of Beginning.

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

October 7, 2020

New Cache La Poudre Irrigating Company

P.O. Box 104

Lucerne, CO 80646

☐ Check here if current address is unknown

Colorado Water Conservation Board

April 10, 2008

October 2, 2008

3581946

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

Weld

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

 10/14/20
Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on (date) by*

(Notary seal)

Kirk Russell

Finance Section Chief

Date Commission Expires

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

Notary Public

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.)

AMENDMENT NO. 1 TO DEED OF TRUST

Date: April 10, 2008
Grantor (Borrower): NEW CACHE LA Poudre IRRIGATING CO.
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: July 1, 2004
Recording Date of Deed of Trust: October 28, 2004
County of Recording ("County"): Weld
Deed of Trust Recording Information: 3231211 (3 pages)
Loan Contract: C150163, dated June 1, 2004, amended April 10, 2008
Promissory Note: \$7,272,000, 2.5%, 20 Years, dated April 10, 2008

This Amendment to the Deed of Trust is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Grantor requested amending the repayment term from 30 years to 20 years under the Loan Contract; and the Beneficiary has agreed to the Grantor's request.

Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the revised repayment term in the new Promissory Note.

NOW THEREFORE, the CWCB and Grantor agree that:

1. The first factual recital of the Original Deed of Trust is hereby amended to read as follows:

The Grantor has executed a Promissory Note dated April 10, 2008, to secure the repayment of the indebtedness evidenced by Contract No. C150163, dated July 1, 2004, as amended on April 10, 2008, for the total principal sum of \$7,272,000, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 721, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Executed on the date first written above.

GRANTOR: NEW CACHE LA Poudre IRRIGATING CO.

By 

 Appendix C to Loan Contract C150163 Amendment No. 1



3581946 10/02/2008 04:22P Weld County, CO
2 of 2 R 11.00 D 0.00 Steve Moreno Clerk & Recorder

Mike Hungenberg, President

ATTEST:

By Kenton Brunner
Kenton Brunner, Secretary

State of Colorado)

County of Weld) ss.

The foregoing instrument was acknowledged before me on April 10th, 2008, by Mike Hungenberg as President and Kenton Brunner as Secretary of the New Cache La Poudre Irrigating Company. Witness my hand and official seal.

Renee E. Osborn
Notary Public



My commission expires 4-25-09

Return recorded document to: CWCB Finance Section, Attn: Contract Manager, 1580 Logan Street, Suite 750, Denver CO 80203 (Phone Number 303-866-3462)

Appendix C to Loan Contract C150163 Amendment No. 1

PROMISSORY NOTE

Date: May 5, 2008
Borrower: NEW CACHE LA POUDE IRRIGATING CO.
Principal Amount: \$7,272,000
Interest Rate: 2.5% per annum
Term of Repayment: 20 years
Loan Contract No.: C150163, dated June 1, 2004
Loan Payment: \$466,477.92
Payment Initiation Date*: December 1, 2012
Maturity Date*: December 1, 2031

* Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this promissory note.
2. This Promissory Note replaces and supersedes the Promissory Note dated July 1, 2004, in the principal amount of \$7,272,000.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due

PAID IN FULL

hereunder. Said security interests are evidenced by a Security Agreement and Deed of Trust ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.

9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.
10. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
11. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: NEW CACHE LA
POUDRE IRRIGATING CO.

(S E A L)

By 
Mike Hungenberg, President

Attest:

By 
Kenton Brunner, Secretary

PAID IN FULL

SECURITY AGREEMENT

(PLEDGE OF REVENUES)

DATE: JULY 1, 2004

DEBTOR: THE NEW CACHE LA POUDE IRRIGATING COMPANY

SECURED PARTY: COLORADO WATER CONSERVATION BOARD
1313 SHERMAN STREET, ROOM 721
DENVER, CO 80203

PROMISSORY NOTE: \$7,272,000, DATED JULY 1, 2004

TERMS OF REPAYMENT: 2.5% PER ANNUM FOR 30 YEARS

LOAN CONTRACT: C150163, DATED JULY 1, 2004

COLLATERAL: All revenues derived from assessments on stock and all of Debtor's right to receive said assessment revenues to repay the loan as described in Pledge of Property provisions of the LOAN CONTRACT and the Resolutions dated January 14, 2004.

To secure payment of the loan evidenced by the PROMISSORY NOTE payable in accordance with the TERMS OF REPAYMENT, or until all principal, interest, and late charges, if any, are paid in full, the DEBTOR grants to SECURED PARTY a security interest in the above described COLLATERAL.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby and any other security interests described in Section 5 of the Loan Contract Project Summary, DEBTOR is the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at any time claiming the same or any interest therein.
2. That the execution and delivery of this agreement by DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be attached or replevined.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature which may be levied or assessed against the COLLATERAL.
6. That the DEBTOR's articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL, provided that DEBTOR keeps the COLLATERAL in an account separate from other revenues of DEBTOR and does not use the COLLATERAL for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.

DEBTOR SHALL BE IN DEFAULT under this agreement upon any of the following events or conditions:

- a. default in the payment or performance of any obligation contained herein or in the Promissory Note or Loan Contract;
- b. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against DEBTOR; or
- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished.

UPON SUCH DEFAULT and at any time thereafter, SECURED PARTY shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL available to SECURED PARTY at a place to be designated by SECURED PARTY, which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorney's fees and legal expenses.

The SECURED PARTY shall give the DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR shall be considered in default for purposes of this Security Agreement. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but SECURED PARTY shall retain its rights of set-off against DEBTOR. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and DEBTOR consents to venue and personal jurisdiction in said Court.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its successors or assigns.

DEBTOR: The New Cache La Poudre
Irrigation Company, a Colorado nonprofit
corporation

By 
Mike Hungenberg, President

Attest

By 

Kenton Brunner, Secretary

PAID IN FULL

AMENDMENT NO. 1 TO SECURITY AGREEMENT

DEBTOR: NEW CACHE LA POUDE IRRIGATING CO.

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

DATE OF ORIGINAL SECURITY AGREEMENT: JUNE 1, 2004

Original Promissory Note: \$7,272,000, dated June 1, 2004,
Interest at the rate of 2.5% per annum
with annual payment for a period of 30
years or until paid in full.

ORIGINAL LOAN CONTRACT: C150163, DATED JUNE 1, 2004

1. The Parties have amended the ORIGINAL LOAN CONTRACT and Promissory Note to decrease the payment term from 30 years to 20 years and hereby amend the original Security Agreement to document the change of repayment term.
2. The Parties expressly agree that this Amendment is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

Amended Loan Contract: C150163, dated May 5, 2008

Replacement Promissory Note: \$7,272,000, dated May 5, 2008, interest
at the rate of 2.5% per annum with
annual payments for a period of 20 years
or until paid in full.

Date of Amended Security Agreement: May 5, 2008

DEBTOR: NEW CACHE LA POUDE IRRIGATING
Co.

SEAL

By 
Mike Hungenberg, President

ATTEST:

By 
Kenton Brunner, Secretary

PAID IN FULL