



## COLORADO

### Colorado Water Conservation Board

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

November 12, 2020

Michael (Sandy) White, Director  
Huerfano County Water Conservancy District  
Attn: Carol Dunn, Secretary  
P.O. Box 442  
La Veta, CO 81055  
[hcwcdistrict@gmail.com](mailto:hcwcdistrict@gmail.com)

Re: Sale of Land Purchased  
Regional Augmentation Project - Loan Contract #CT2015-047 (C150364)

Dear Mr. White:

This letter is a follow-up to the District's sale of property purchased with CWCB loan funds. This Project loan received Board approval on September 25, 2013 and was contracted December 18, 2013. The loan contract Appendix A, Section 6 reads:

*"If the District sells, conveys, assigns, transfers, or otherwise disposes of any portion of land purchased with CWCB funds from this loan, proceeds from such transfer shall be applied to the CWCB debt service within 90 days of the sale. In the event of such sale or transfer and the proceeds not applied to this CWCB debt, the CWCB may declare all outstanding principal and interest immediately due and payable."*

As of November 12, 2020, the District owes \$304,212.98 for interest accrued during the disbursement of funds (see attached Project Expenditure Schedule). The total amount disbursed to-date under this contract is \$2,456,817.61.

After fees and charges the amount received by the District at the October 15, 2020 closing was \$936,979 (Seller's Closing Statement). Please the payment payable to the Colorado Water Conservation Board and include the Loan Contract Number for the amount of \$936,979, which will be applied to interest in the amount of \$304,212.98 and the remainder of \$632,766.02 will be applied to the principal.

It has been a pleasure working with you and I look forward to seeing this Project to a successful completion. Please don't hesitate to call if you have any questions regarding this matter.

Sincerely,

Kirk Russell, P.E., Chief  
CWCB Finance Section

Attachments: Project Expenditure Schedule  
Seller's Closing Statement



Colorado Water Conservation Board  
Project Expenditure Schedule

**Huerfano County WCD Regional Augmentation Project**

Huerfano County Water Conservancy District  
P. O. Box 442  
La Veta, CO 81055  
c/o Carol Dunn

Ph. (719)742-3597  
Fax  
hwcddistrict@gmail.com

|                       | Original       | Amended         | Final |
|-----------------------|----------------|-----------------|-------|
| Loan Contract No.:    | CT2015-047     |                 |       |
| Authorization:        | \$2,222,000.00 | \$2,666,400.00  |       |
| Contract Amount       | \$2,200,000.00 | \$2,640,000.00  |       |
| Loan Service Fee %    | 1.00%          | 1.00%           |       |
| Loan Service Fee      | \$22,000.00    | \$26,400.00     |       |
| Total Loan Amount     | \$2,222,000.00 | \$ 2,666,400.00 |       |
| Interest:             | 2.25%          | 2.25%           |       |
| Term (Years):         | 30             | 30              |       |
| Conditions:           | Up to 100%     |                 |       |
| IDC Calculation Date: | 11/12/2020     |                 |       |

Substantial Completion Date

Open

Contract Expires: 12/31/2021

| Pay Req. No. | Date       | Description                                 | Amount Disbursed | Cumulative Loan Balance | Balance Available to Loan | Interest      | Accrued Interest |
|--------------|------------|---|------------------|-------------------------|---------------------------|---------------|------------------|
|              |            |   |                  |                         | \$2,640,000.00            |               |                  |
| 1            | 1/28/2014  | Camp Ranch purchase (land and water rights) | \$ 1,794,109.09  | \$ 1,794,109.09         | \$ 845,890.91             | \$ 274,277.50 | \$ 274,277.50    |
| 2            | 9/10/2014  | Camp Ranch engineering & construction       | \$ 156,756.55    | \$ 1,950,865.64         | \$ 689,134.36             | \$ 21,790.23  | \$ 296,067.73    |
| 3            | 7/2/2019   | Eng&Const *\$271,134.36 less \$22K overpay  | \$ 249,134.36    | \$ 2,200,000.00         | \$ 440,000.00             | \$ 7,663.44   | \$ 303,731.17    |
| 4            | 5/8/2020   | Engineering                                 | \$ 6,412.00      | \$ 2,206,412.00         | \$ 433,588.00             | \$ 74.31      | \$ 303,805.48    |
| 5            | 9/8/2020   | Engineering                                 | \$ 15,237.90     | \$ 2,221,649.90         | \$ 418,350.10             | \$ 61.06      | \$ 303,866.54    |
| 6            | 9/8/2020   | Engineering and Construction                | \$ 12,591.46     | \$ 2,234,241.36         | \$ 405,758.64             | \$ 50.45      | \$ 303,916.99    |
| 7            | 9/16/2020  | Construction                                | \$ 12,513.59     | \$ 2,246,754.95         | \$ 393,245.05             | \$ 43.97      | \$ 303,960.96    |
| 8            | 9/30/2020  | Engineering and Construction                | \$ 8,246.06      | \$ 2,255,001.01         | \$ 384,998.99             | \$ 21.86      | \$ 303,982.82    |
| 9            | 10/7/2020  | engineering and construction                | \$ 97,941.60     | \$ 2,352,942.61         | \$ 287,057.39             | \$ 217.35     | \$ 304,200.17    |
| 10           | 11/10/2020 | Engineering and Construction                | \$ 103,875.00    | \$ 2,456,817.61         | \$ 183,182.39             | \$ 12.81      | \$ 304,212.98    |

**Seller's Closing Statement**

**Dotter Abstract Company, Dotter Abstract Company**  
 506 Main Street, Walsenburg, CO 81089, (719) 738-1730

**Seller(s)** HUERFANO COUNTY WATER CONSERVANCY DISTRICT, P. O.BOX 72, LA VETA, CO 81082  
**Buyer(s)** SIERRA GRANDE INVESTMENTS LLC, 8690 CROW CUT OFF, PUEBLO, CO 81004  
**Lender(s)** TO BE DETERMINED  
**Property** Property Address  
 3251 CR 615 WALSENBURG, Colorado 81089

PIN  
 22128 AND 22127

Township  
 , Township SEE EXHIBIT "A", Huerfano County, Colorado

**Closing Date** 10/15/2020 **Disbursement Date** 10/15/2020 **Proration Date** 10/15/2020

|  | Debit                 | Credit                |
|--|-----------------------|-----------------------|
| <b>Sales/Price</b>                                   |                       |                       |
| Contract sales price                                 |                       | \$1,000,000.00        |
| <b>Commissions</b>                                   |                       |                       |
| \$30,000.00 to CODE OF THE WEST REAL ESTATE LLC      | \$30,000.00           |                       |
| \$30,000.00 to SIERRA GRANDE INVESTMENTS LLC         | \$30,000.00           |                       |
| <b>Title Charges</b>                                 |                       |                       |
| Settlement or closing fee to Dotter Abstract Company | \$250.00              |                       |
| Owner's title insurance to Dotter Abstract Company   | \$2,771.00            |                       |
| Owner's title policy limit \$1,000,000.00            |                       |                       |
| <b>Subtotal:</b>                                     | <b>\$63,021.00</b>    | <b>\$1,000,000.00</b> |
| Balance due to Seller:                               | \$936,979.00          |                       |
| <b>Totals:</b>                                       | <b>\$1,000,000.00</b> | <b>\$1,000,000.00</b> |

**Seller(s):**

  
 HUERFANO COUNTY WATER CONSERVANCY DISTRICT

CODE OF THE WEST REAL ESTATE LLC

**INDEMNITY AND AFFIDAVIT  
AS TO DEBTS, LIENS, AND POSSESSION**

File Number: 38455

Real Property and improvements located in the County of Huerfano, State of Colorado, and more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO

Before me, the undersigned authority on this day personally appeared

HUERFANO COUNTY WATER CONSERVANCY DISTRICT

Seller(s) \*

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor

NONE

Approximate Amount

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor

NONE

Approximate Amount

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

(If NONE, write "NONE" on blank line)

\*5. To be filled in if a sale - \*The Seller \_\_\_\_\_ (is) \_\_\_\_\_ (is not) (Check applicable) a foreign person, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations)

Seller's address (office address, if seller is an entity; home address if seller is an individual) is:

P. O. BOX 72, LA VETA, CO 81082

This Affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to Inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the Payoff Statement from my/our lender to Dotter Abstract Company. I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

Indemnity: I agree to pay on demand to the purchasers and/or lender and/or title companies (including First American Title Insurance Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and deed of trust.

I realize that the Purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

[Signature]  
HUERFANO COUNTY WATER CONSERVANCY  
DISTRICT

State of

Colorado

County of

Huerfano

The foregoing instrument was acknowledged before me this 15 day of Oct 2020 by  
HUERFANO COUNTY WATER CONSERVANCY DISTRICT.

Witness my hand and official seal.

Notary Public:

My commission expires:

SANDRA J DOTTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19924016547

NOTE TO BUYER: Buyer must determine if and on what taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

NOTE: To be filled in personally by Seller in his/her own handwriting.



## EXHIBIT A LEGAL DESCRIPTION

Township 26 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado.  
Section 29: W1/2SE1/4SW1/4, SW1/4SW1/4 Section 30: SE1/4SE1/4 Section 31: W1/2, except a tract of land in the NW1/4 of said Section 31, described as follows: Beginning at the Northwest corner of said Section 31; thence East 1727 feet; thence S 48° W 2670 feet; thence North 1890 feet to the Point of Beginning. Section 31: A tract of land in the E1/2 more particularly described as follows: Point of Beginning is the NE corner of said Section 31; thence N 89°52' W a distance of 1505 feet; thence S 00°32' W a distance of 3430 feet; thence S 63°30' E a distance of 540 feet; thence S 00°32' W a distance of 1650 feet; thence S 89°52' E a distance of 1020 feet said point being the SE corner of Section 31; thence N 00°32' E a distance of 5280 feet to the Point of Beginning. And a tract of land in the E1/2 more particularly described as follows: Point of Beginning is the North Quarter corner of said Section 31; thence S 89°52' E a distance of 1135 feet; thence S 0°32' W, a distance of 3430 feet; thence S 63°30' E, a distance of 540 feet; thence S 0°32' W, a distance of 1650 feet; thence N 89°52' W, a distance of 1620 feet; thence N 00°32' E a distance of 5280 feet to the Point of Beginning. Section 32: SW1/4NW1/4, W1/2SE1/4NW1/4, SW1/4, NW1/4NW1/4, W1/2NE1/4NW1/4

## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 38455

Township 26 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado.  
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00°32' E a distance of 5280 feet to the Point of Beginning. Section 32: SW1/4NW1/4,  
W1/2SE1/4NW1/4, SW1/4, NW1/4NW1/4, W1/2NE1/4NW1/4

ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY,  
COLORADO.

**REAL ESTATE TAX, UTILITY AND  
HOMEOWNERS ASSOCIATION AGREEMENT**

**REAL ESTATE TAXES**

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:  
3251 CR 615, WALSENBURG, CO 81089

That the taxes for the current year have been adjusted as of this date on the basis of the following:

**BASED ON 2019 TAXES**

**SPECIAL ASSESSMENTS**

**NONE**

Actual taxes may change by reason of reassessment by the County Assessor.

By executing this agreement, the undersigned indemnify and hold harmless Dotter Abstract Company and First American Title Insurance Company from any liability for reporting errors by local, county or state agency about special assessments that are not of record with the county treasurers office. Neither Dotter Abstract Company nor First American Title Insurance Company shall have any responsibility for future adjustments of special assessments. Rather, the undersigned shall assume responsibility for pursuing and effectuating the adjustments.

**UTILITY AGREEMENT**

The water and/or sewer and/or electric for the above address were settled in the following manner.

**SETTLED OUTSIDE OF CLOSING, IF ANY**

Purchaser and seller agree to contact all utility departments within 24 business hours from date of closing regardless of options selected above.

Upon receipt of the final water and/or sewer billing, Dotter Abstract Company will make any necessary prorations and pay the amounts due per the billing received, balance of the escrowed funds, if any, will then be disbursed to the seller. If there was not enough monies escrowed at the time of closing to pay said water and/or sewer billings, the seller shall be obligated to make up the difference, upon demand, Dotter Abstract Company will not pay or be responsible for the additional charges or any delinquencies.

**HOMEOWNERS ASSOCIATION DUES**

☐ Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.

☒ Seller warrants that there are no association dues assessed against subject property.

This agreement executed on 10/15/2020

**SELLER(S):**

[Signature]  
HUERFANO COUNTY WATER CONSERVANCY DISTRICT

**BUYER(S):**

SIERRA GRANDE INVESTMENTS LLC