



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

December 30, 2020

Jackson Lake Reservoir & Irrigation Company
PO Box 38
Fort Morgan, CO 80701

Subject: Loan Contract No. C150043
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Jackson Lake Reservoir & Irrigation Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C150043. The documents have been stamped "PAID IN FULL" denoting that the Company has satisfied the terms of the agreement in full.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3205 or email at lauren.miremont@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Lauren Miremont

Lauren Miremont, Finance Manager
Finance Section

Attachments

cc: CWCB Files



**STATE OF
COLORADO**

Miremont - DNR, Lauren <lauren.miremont@state.co.us>

Re: Jackson Lake contracts C150043 & C150063

1 message

Miremont - DNR, Lauren <lauren.miremont@state.co.us>

Wed, Apr 1, 2020 at 2:25 PM

To: Cynthia Lefever <fmrico@outlook.com>

Hi Cynthia,

For C150043 we'll consider the C.D. as equivalent to the DRF and make note of this in both contract files. For C150063 yes you would still need to make up the difference.

If this works for you it works for us. Thank you!

Lauren Miremont
Finance Manager



COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

303.866.3441 x3205

1313 Sherman St., Rm. 718, Denver, CO 80203

<http://cwcb.colorado.gov/>

On Wed, Apr 1, 2020 at 1:57 PM Cynthia Lefever <fmrico@outlook.com> wrote:

Hi Lauren,

Yes, I believe so, as long as it doesn't matter that then the requirement for the DRF for C150043 won't be met. That would put immediate funds into the DRF for C150063, making it look a little better at least. If we did that, then the DRF for C150063 will only be \$37,195 short.

Would we still need to then make up the difference in the DRF for C150043 to get it back up to the required amount?

We have cancelled the April board meeting, so I won't be able to discuss the shortage with the board until May 2, the next scheduled meeting. Is the lag going to be ok with you and the CWCB?

Cynthia Lefever
FORT MORGAN RES & IRRIG CO
JACKSON LAKE RES & IRRIG CO
FORT MORGAN WATER CO., LTD
970-867-7561

From: Miremont - DNR, Lauren <lauren.miremont@state.co.us>**Sent:** Wednesday, April 1, 2020 1:48 PM**To:** Cynthia Lefever <fmrico@outlook.com>**Subject:** Re: Jackson Lake contracts C150043 & C150063

Hi Cynthia,

Could you move the reserve funds you have from C150043 to C150063 and leave the C.D. as is?

Lauren Miremont
Finance Manager



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On Wed, Mar 25, 2020 at 3:37 PM Cynthia Lefever <fmrico@outlook.com> wrote:

Hi Lauren,

That sounds like a great idea. I don't know if the actual CD paper certificates mention Loan 150043. Also, loan 150043 would then have no collateral. Would we need to do anything as far as loan docs for 150043, since that contract will no longer have the CD's tied to it, or collateral, as mentioned in the contract?

If we did this, the DRF for 150063 would be the value of the CD's, \$30,964.86, which is \$26,865.24 short of the required \$57,830.10. Would we then just need to fund the shortage into the escrow account?

I will let you know if I have any more random thoughts...

Cynthia Lefever
JACKSON LAKE RES & IRRIG CO
970-867-7561

From: Miremont - DNR, Lauren <lauren.miremont@state.co.us>

Sent: Wednesday, March 25, 2020 2:05 PM

To: Cynthia Lefever <fmrico@outlook.com>

Subject: Re: Jackson Lake contracts C150043 & C150063

Hi Cynthia,

After discussing with my Section Chief, we have another solution that would work for us. We will retain the C.D. and use that as your debt reserve requirement for C150043. Then you can internally reallocate your funds to move your debt reserve balance on hand to C150063. What do you think?

Thank you!
Lauren Miremont
Finance Manager



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Conservation Board

Department of Natural Resources

303.866.3441 x3205

1313 Sherman St., Rm. 718, Denver, CO 80203

<http://cwcb.colorado.gov/>



On Tue, Mar 24, 2020 at 9:29 AM Cynthia Lefever <fmrico@outlook.com> wrote:

Lauren,

Thank you for the quick reply.

The next board meeting was scheduled for April 4, but I am not sure if we will have one that day, or postpone it. I will talk to the board about building up the reserve.

If it turns out the CD's get released for the first loan, the board may decide to transfer those funds to the escrow for the other loan.

I will be in touch after the next board meeting. Again, thank you!

Cynthia Lefever
JACKSON LAKE RES & IRRIG CO
970-867-7561

From: Miremont - DNR, Lauren <lauren.miremont@state.co.us>

Sent: Tuesday, March 24, 2020 9:13 AM

To: Cynthia Lefever <fmrico@outlook.com>

Subject: Re: Jackson Lake contracts C150043 & C150063

Hi Cynthia,

Thank you so much for looking into this.

For C150043, we are reviewing to see if we can release the C.D. without amending the contract to free up those funds for you as we should have enough collateral without it. I will follow up when I have more information. For C150063, after discussing with my Section Chief, taking 10 years to build this up when we are so far into repayment doesn't seem financially responsible. Would you be able to escalate savings so that you reach the reserve requirement over 5 years?

We'll work through this and again I appreciate your detailed review of the reserve balance and requirements. Please let me know if you need anything else at this time. Thank you!

Lauren Miremont
Finance Manager



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Conservation Board

Department of Natural Resources

303.866.3441 x3205

1313 Sherman St., Rm. 718, Denver, CO 80203

<http://cwcb.colorado.gov/>



On Mon, Mar 23, 2020 at 11:01 AM Cynthia Lefever <fmrico@outlook.com> wrote:

Good morning Lauren,

We received the reminder notice of our upcoming payments for our two loans, and we'll be making those payments as scheduled.

Along with the notice was a letter regarding loan requirements as they relate to the debt reserve fund.

Contract C150043 is a 30-year loan, with the first payment in 2002. We were required to have Certificates of Deposit worth one payment, \$22,536.39, to be used as collateral. The CD's are being

held by CWCB until the loan is paid off. The CD's have now increased in value to \$30,964.86. The DRF was to be \$22,536.39, and it is actually \$20,153.08. For that loan, can we combine the value of the CD's and the DRF? The total needed for collateral and DRF is \$45,072.78, and the total of the actual value of those accounts is \$51,117.94, a surplus of \$6,045.16.

Contract C150063 is also a 30-year loan, with the first payment in 2003. The collateral was the project itself. The DRF was to be one payment, \$57,830.10. Somehow this got missed when we got the loan. We do have a separate account that shareholder assessments get deposited into to make the annual payments, and that account is reserved for CWCB loan payments, but the amount in that account is only \$481.68. We were to have built up that account the first 10 years of the loan. I haven't discussed this with my board yet, but I was wondering if the Company could start the 10-year build up this year rather than trying to assess our shareholders the full amount in one year.

We appreciate this being brought to our attention. We set up the special accounts for the assessments and payments, but failed to set up the DRF on Contract C150063. Thank you for looking into this, and for your consideration of possibly allowing the Company 10 years to build up the DRF.

Cynthia Lefever
JACKSON LAKE RES & IRRIG CO
970-867-7561



COLORADO

**Colorado Water
Conservation Board**

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

October 27, 2020

Community First National Bank
120 E Kiowa Ave
Fort Morgan, CO 80701

SUBJECT: Release Assigned Certificat of Deposit for Loan Contract C150043

To Whom It May Concern:

This refers to the attached Assignment of Certificate of Deposit Account Number 4350005424 , in the amount of \$3,070.78, as Security relative to the above referenced agreement between Jackson Lake Reservoir and Irrigation Company and the Colorado Water Conservation Board (CWCB). CWCB hereby authorizes you to release to the Company upon demand all funds available and held by this certificate of deposit.

Thank you for your assistance in this matter. Should you have any questions, please contact me at 303-866-3441 x 3205 or lauren.miremont@state.co.us .

Sincerely,

Lauren Miremont
Finance Manager, Finance Section



#17348

Date: 03/08/2001 Term: 12 MONTHS Tax ID: E 84-0236480 Number: 630080

Certificate of Deposit

Account Number: 4350005424

Amount of Deposit: Three thousand Seventy 78/100 **** \$ 3,070.78

This Time Deposit is Issued to: Issuer:

JACKSON LAKE RESERVOIR & IRR

PO BOX 38

FORT MORGAN CO 80701-0038

COMMUNITY FIRST NATIONAL BANK
120 E KIOWA AVE
FORT MORGAN CO 80701
970-867-8281

Not Negotiable - Not Transferable - Additional terms are below.

By: *Jane Davis Pres Banking Off*

ORIGINAL

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date: This account matures 03/08/2002

(See below for renewal information.)

Rate Information: The interest rate for this account is 4.7500 % with an annual percentage yield of 4.75 %. This rate will be paid until the maturity date specified above. Interest begins to accrue on the business day you deposit any noncash item (for example, a check).

Interest will be compounded N/A

Interest will be credited AT MATURITY

☒ The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

☐ If you close your account before interest is credited, you will not receive the accrued interest.

The NUMBER OF ENDORSEMENTS needed for withdrawal or any other purpose is: 1

Minimum Balance Requirement: You must make a minimum deposit to

open this account of \$ 500.00

☒ You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Withdrawals of Interest: Interest ☐ accrued ☐ credited during a term can be withdrawn:

Early Withdrawal Penalty: If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty. The penalty will be an amount equal to: 3 MONTHS'

interest on the amount withdrawn.

Renewal Policy:

☐ Single Maturity: If checked, this account will not automatically renew. Interest ☐ will ☐ will not accrue after maturity.

☒ Automatic Renewal: If checked, this account will automatically renew on the maturity date. (see page two for terms) Interest ☐ will ☒ will not accrue after final maturity.

ACCOUNT OWNERSHIP: (select one and initial)

- ☐ Single Party Account
☐ Multiple Party Account
☐ Trust - Separate Agreement dated: _____
☐ _____

Rights at Death: (select one and initial)

- ☐ Single Party Account
☐ Multiple Party Account with Right of Survivorship
☐ Multiple Party Account without Right of Survivorship
☐ Single Party Account with Pay on Death
☐ Multiple Party Account with Right of Survivorship and Pay on Death

Pay On Death Beneficiaries: To add Pay On Death Beneficiaries' name one or more:

TIN: E 84-0236480

Social Security or Employer's I.D. Number: A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

Backup Withholding - A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether). This certification is contained on the first copy of this form. Failure to provide this certification when required will cause us to withhold 31% of the interest earned (for payments to the IRS). Providing a false certification can result in serious federal penalties.

ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
X _____
X _____

DEFINITIONS: "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title "... Number of Endorsements ...". This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

RIGHTS AT DEATH:

Single-Party Account - At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation - At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation - At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances such as the death or incompetence of an owner of this account, federal regulations permit or, in some cases require, the waiver of the early withdrawal penalty.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a ten day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.



COLORADO

**Colorado Water
Conservation Board**

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

October 27, 2020

Community First National Bank
PO Box 550
Fort Morgan, CO 80701

SUBJECT: Release Assigned Deposit Account 4350212635 for Loan Contract C150043

To Whom It May Concern:

This refers to the attached Assignment of Deposit Account as Security issued August 18, 2000 relative to the above referenced agreement between Jackson Lake Reservoir and Irrigation Company and the Colorado Water Conservation Board (CWCB). CWCB hereby authorizes you to release to the Company upon demand all funds available and held by this assignment of deposit account.

Thank you for your assistance in this matter. Should you have any questions, please contact me at 303-866-3441 x 3205 or lauren.miremont@state.co.us.

Sincerely,

Lauren Miremont
Finance Manager, Finance Section



ASSIGNMENT OF DEPOSIT ACCOUNT AS SECURITY

In consideration of and as security for a loan ("Loan") from the Colorado Water Conservation Board ("Secured Party") to Jackson Lake Reservoir and Irrigation Company ("Debtor") pursuant to Contract Encumbrance Number C150043, ("Loan Contract"), Debtor hereby assigns, transfers and grants to Secured Party a security interest in the funds contained in Deposit Account No. 4350212635 ("Account") at Community First National Bank ("Bank"), hereinafter referred to as the Collateral. Debtor warrants that the Account has been established as a special deposit with the funds deposited therein to be used solely for repayment of the Loan to Secured Party.

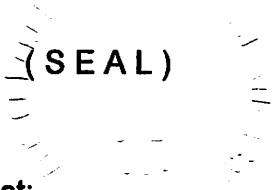
The Collateral secures the payment and performance of all of Debtor's present and future, direct or indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") under the Loan Contract described above and any amendments thereto. This Assignment is made solely to secure performance of the Obligations and is made subject to the following terms, covenants and conditions:

1. This Assignment is effective upon signing and will remain in full force and effect until Secured Party specifically terminates the security interest in the Collateral in writing. Secured Party is not required to release this Assignment until the Loan is paid in full.
2. Neither the Debtor nor anyone else (except Secured Party) has any right to withdraw any funds from the Account until the Secured Party releases this Assignment in writing, except that, at Debtor's request, the Bank shall allow transfers of funds from the Account to the Secured Party.
3. Debtor shall be in default under the Loan Contract for purposes of this Assignment upon the occurrence of any of the following events or conditions: (a) failure or omission to make any payment under the Loan Contract when due; (b) default in the payment or performance of any obligation, covenant, agreement or liability contained or referred to in the Loan Contract; (c) the making of any levy, seizure, or attachment on the Collateral; (d) the Debtor becoming insolvent or unable to pay debts as they mature. 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 Debtor shall be considered in default for purposes of this Assignment.
4. Upon or at any time after a default under the Loan Contract as described in Paragraph 3 above, Secured Party shall be entitled to notify the Bank to pay Secured Party the funds contained in the Account. Secured Party shall apply such moneys first to costs associated with collection, including, but not limited to, reasonable attorney's fees, next to late charges, if any, then to outstanding interest, and then to the principal sum of the Loan.
5. Debtor shall not sell, transfer, assign, give, or otherwise dispose of any of the Collateral or any interest therein as long as this Assignment is in effect.
6. The modification or waiver of any of Debtor's obligations or Secured Party's rights under this Assignment must be contained in a writing signed by Secured Party. A waiver on one occasion shall not constitute a waiver on any other occasion.

Appendix 6 to Loan Contract C150043

7. The rights and remedies of the Secured Party stated in this Assignment are in addition to any other rights the Secured Party may have under the Loan Contract or any law.
8. This Assignment shall be binding upon Debtor and its successors, assigns, trustees, and receivers.
9. This Assignment shall be construed in accordance with the laws of the State of Colorado.
10. The Debtor and Secured Party specifically request the Bank to honor and accept this Assignment and its terms.

Executed this 18 day of August 2000.



Jackson Lake Reservoir and Irrigation Company, a
Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

Attest:

By Steve Bolinger
Steve Bolinger, Corporate Secretary

ACKNOWLEDGMENT BY BANK

By its officer's signature below, the Community First National Bank ("Bank") acknowledges that it has received a copy of the foregoing Assignment and agrees that neither the Debtor nor anyone else (except Secured Party) has any right to withdraw any funds from the above-described Account listed above until the Secured Party releases this agreement in writing, except that, at the Debtor's request, the Bank shall allow transfers of funds from the Account to Secured Party. The Bank further agrees that, upon notice from Secured Party that the Debtor is in default under its Loan Contract with Secured Party and that Secured Party is exercising its right under the Assignment to withdraw funds contained in the Account, the Bank shall pay such funds directly to Secured Party until advised otherwise by both Secured Party and the Debtor. The Bank acknowledges that the Account is a special deposit and that the funds deposited therein are to be used solely for Debtor's repayment to the Secured Party of the Loan, and waives any right of setoff it may have in and to the Account.

Community First National Bank
P O Box 550
Fort Mogan CO 80701
970/867-8281

By Jeff Morford VICE President
Printed Name & Title JEFF MORFORD, VICE PRESIDENT
Date 8/18/00

Attest:

By Tracy Mendoza
Corporate Secretary



COLORADO

Colorado Water Conservation Board

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

October 27, 2020

Community First National Bank
120 E Kiowa Ave
Fort Morgan, CO 80701

SUBJECT: Release Assigned Certificat of Deposit for Loan Contract C150043

To Whom It May Concern:

This refers to the attached Assignment of Certificate of Deposit Account Number 4350005293, in the amount of \$19,465.61, as Security relative to the above referenced agreement between Jackson Lake Reservoir and Irrigation Company and the Colorado Water Conservation Board (CWCB). CWCB hereby authorizes you to release to the Company upon demand all funds available and held by this certificate of deposit.

Thank you for your assistance in this matter. Should you have any questions, please contact me at 303-866-3441 x 3205 or lauren.miremont@state.co.us.

Sincerely,

Lauren Miremont
Finance Manager, Finance Section



Date
Opened: 08/16/2000 Term: 12 MONTHS Tax ID: E 84-0236480 Number: 630080

Certificate of Deposit

Account Number: 4350005293

Amount of
Deposit: Nineteen thousand Four hundred Sixty Five 61/100 **** \$ 19,465.61

This Time Deposit is Issued to: _____ Issuer: _____

JACKSON LAKE RESERVOIR & IRR

PO BOX 38

FORT MORGAN CO 80701-0038

COMMUNITY FIRST NATIONAL BANK
120 E KIOWA AVE
FORT MORGAN CO 80701
970-867-8281

By _____

Not Negotiable - Not Transferable - Additional terms are below.

Additional Terms and Disclosures

This form contains the terms for your time deposit. It is also the Truth-in-Savings disclosure for those depositors entitled to one. There are additional terms and disclosures on page two of this form, some of which explain or expand on those below. You should keep one copy of this form.

Maturity Date: This account matures 08/16/2001
(See below for renewal information.)

Rate Information: The interest rate for this account is 6.0000 %
with an annual percentage yield of 6.00 %. This rate will be
paid until the maturity date specified above. Interest begins to accrue on
the business day you deposit any noncash item (for example, a check).

Interest will be compounded ANNUALLY

Interest will be credited ANNUALLY

☒ The annual percentage yield assumes that interest remains on deposit
until maturity. A withdrawal of interest will reduce earnings.

☐ If you close your account before interest is credited, you will not
receive the accrued interest.

The NUMBER OF ENDORSEMENTS needed for withdrawal or any
other purpose is: 1

Minimum Balance Requirement: You must make a minimum deposit to

open this account of \$ 500.00

☒ You must maintain this minimum balance on a daily basis to earn the
annual percentage yield disclosed.

Withdrawals of Interest: Interest ☐ accrued ☐ credited during a
term can be withdrawn: _____

Early Withdrawal Penalty: If we consent to a request for a withdrawal
that is otherwise not permitted you may have to pay a penalty. The
penalty will be an amount equal to: 3 MONTHS'

_____ interest on the amount withdrawn.

Renewal Policy:

☐ Single Maturity: If checked, this account will not automatically
renew. Interest ☐ will ☐ will not accrue after maturity.

☒ Automatic Renewal: If checked, this account will automatically
renew on the maturity date. (see page two for terms)
Interest ☐ will ☒ will not accrue after final maturity.

ACCOUNT OWNERSHIP: (select one and initial)

- ☐ Single Party Account
☐ Multiple Party Account
☐ Trust - Separate Agreement dated: _____
☐ _____

Rights at Death: (select one and initial)

- ☐ Single Party Account
☐ Multiple Party Account with Right of Survivorship
☐ Multiple Party Account without Right of Survivorship
☐ Single Party Account with Pay on Death
☐ Multiple Party Account with Right of Survivorship and Pay on Death

Pay On Death Beneficiaries: To add Pay On Death Beneficiaries'
name one or more: _____

TIN: E 84-0236480

Social Security or Employer's I.D. Number: A correct
taxpayer identification number is required for almost
every type of account. A certification of this number is
also required and is contained on the first copy of this
certificate.

Backup Withholding - A certification that you are not
subject to backup withholding is necessary for almost all
accounts (except for persons who are exempt altogether).
This certification is contained on the first copy of this
form. Failure to provide this certification when required
will cause us to withhold 31% of the interest earned (for
payments to the IRS). Providing a false certification can
result in serious federal penalties.

ENDORSEMENTS - SIGN ONLY WHEN YOU REQUEST WITHDRAWAL

X _____
X _____
X _____

DEFINITIONS: "We," "our," and "us" mean the issuer of this account and "you" and "your" mean the depositor(s). "Account" means the original certificate of deposit as well as the deposit it evidences. "Party" means a person who by the terms of the account, has a present right, subject to request, to payment from a multiple-party account.

TRANSFER: "Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

PRIMARY AGREEMENT: You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. You must present this certificate when you request a withdrawal or a transfer.

This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

We may change any term of this agreement. Rules governing changes in interest rates have been provided. For other changes we will give you reasonable notice in writing or by any other method permitted by law.

If any notice is necessary, you all agree that the notice will be sufficient if we mail it to the address listed on page one of this form. You must notify us of any change.

WITHDRAWALS AND TRANSFERS: Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title "... Number of Endorsements ...". This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time.

These same rules apply to define the names and the number of you who can request our consent to a transfer.

PLEDGES: Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this certificate and which you file with us. Any additional consistent terms stated on this form will also apply.

RIGHTS AT DEATH:

Single-Party Account - At death of party, ownership passes as part of party's estate.

Multiple-Party Account with Right of Survivorship - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount

to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple-Party Account without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account with POD (Pay-On-Death) Designation - At death of party, ownership passes to POD beneficiaries and is not part of party's estate.

Multiple-Party Account with Right of Survivorship and POD (Pay-on-Death) Designation - At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

SET-OFF: You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day.

TRANSACTION LIMITATIONS: You cannot make additional deposits to this account during a term (other than credited interest). You cannot withdraw principal from this account without our consent except on or after maturity. (For accounts that automatically renew, there is a ten day grace period after each renewal date during which withdrawals are permitted without penalty.)

In certain circumstances such as the death or incompetence of an owner of this account, federal regulations permit or, in some cases require, the waiver of the early withdrawal penalty.

FOR ACCOUNTS THAT AUTOMATICALLY RENEW: Each renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal).

You must notify us in writing before, or within a ten day grace period after, the maturity date if you do not want this account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

See your plan disclosure if this account is part of an IRA or Keogh.

Deed of Trust

This indenture, made this 18th day of August 2000, between the Jackson Lake Reservoir and Irrigation Company, whose address is P.O. Box 38, Fort Morgan Colorado, 80701, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Weld, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed a promissory note, set forth in Contract No. C150043 (the Contract) for a loan in the principal sum of \$336,600 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 4% per annum, payable in 30 annual installments, in accordance with the terms of the Promissory Note, 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: The headgate of the Jackson Lake Reservoir and Irrigation company, located at a point on the North Bank of the South Platte River 900 feet South and 200 feet West of the center of the Southeast Quarter (SE1/4) of Section 18, Township 4 North, Range 61 West of the 6th P.M., Weld County, Colorado, 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, a copy of which notice shall be mailed

Appendix 4 to Loan Contract C150043



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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 encumbrance, 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.



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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 personal representatives 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

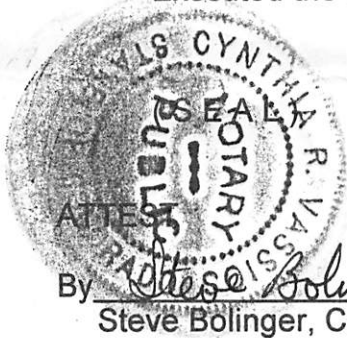


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allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

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 heirs 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.



Jackson Lake Reservoir and Irrigation Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

By Steve Bolinger
Steve Bolinger, Corporate Secretary

State of Colorado)
County of Morgan) SS

The foregoing instrument was acknowledged before me this 18 day of August 2000, by Edward E. Fritzler as President and Steve Bolinger as Corporate Secretary of the Jackson Lake Reservoir and Irrigation Company . Witness my hand and official seal.

Cynthia R. Vassio
Notary Public

My commission expires: June 7, 2004

Promissory Note

Date August 18, 2000

Date of Completion _____

1. FOR VALUE RECEIVED, the Jackson Lake Reservoir and Irrigation Company ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("STATE"), the principal sum of Three Hundred Thirty Six Thousand Six Hundred Dollars (\$336,600) plus interest at the rate of four percent (4%) per annum for a repayment term of thirty (30) years, pursuant to Loan Contract No. C150043 ("LOAN CONTRACT").
2. Principal and interest shall be payable in equal installments of \$19,465.61, with the first payment due and payable one year from the date that the State determines that the project is substantially complete, and annually thereafter until all principal, interest, and all late charges, if any, have been paid in full. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable 30 years thereafter.
3. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. If the STATE does not receive the annual payment within 15 calendar days of the due date, the State may impose a late charge in the amount of 5% of the annual payment.
5. 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.
6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This Note is issued pursuant to the LOAN CONTRACT between the STATE and the BORROWER. The LOAN CONTRACT creates security interests in favor of the STATE to secure the prompt payment of all amounts that may become due hereunder. The security interests, evidenced by a Security Agreement and a Deed of Trust, an Assignment of Certificate of Deposit, and an Assignment of Deposit Account as Security cover certain revenues, accounts and real property of the BORROWER. The LOAN CONTRACT, Security Agreement and Deed of Trust and Assignments grant additional rights to the STATE, including the right to accelerate the maturity of this Note in certain events.
8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Agreement or Deed of Trust or Assignments securing this Note occurs, the STATE 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 STATE 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.
9. The BORROWER, any guarantor, and any other person who is now or may hereafter become primarily or secondarily liable for the payment of this Note or any portion thereof 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.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

(SEAL)

Attest:

By

Steve Bolinger
Steve Bolinger, Corporate Secretary

BORROWER: Jackson Lake Reservoir and Irrigation Company, a Colorado nonprofit corporation

By

Edward E. Fritzler
Edward E. Fritzler, President

Appendix 2 to Loan Contract C150043

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Amended Deed of Trust

**To Amend Deed of Trust dated August 18, 2000
Recorded Octoboeer 10, 2000, Reception No. 2799287,
4 Pages, Weld County**

This indenture, made this 1st day of March 2001, between the Jackson Lake Reservoir and Irrigation Company, whose address is P.O. Box 38, Fort Morgan Colorado, 80701, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Weld, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed a promissory note, of even date and amount set forth in Contract No. C150043, dated August 22, 2000, as amended on March 1, 2001 (the Contract) for a loan in the principal sum of \$389,700 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 4% per annum, payable in 30 annual installments, in accordance with the terms of the Promissory Note, or until loan is paid in full. **This Deed of Trust is amended to revise the increased loan amount of \$389,700.**

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: The headgate of the Jackson Lake Reservoir and Irrigation company, located at a point on the North Bank of the South Platte River 900 feet South and 200 feet West of the center of the Southeast Quarter (SE1/4) of Section 18, Township 4 North, Range 61 West of the 6th P.M., Weld County, Colorado, 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, 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

Attachment 4 to Contract C150043 Amendment No. 1



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 encumbrance, 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 personal representatives 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 heirs 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.

Excluded the day and date first written above.



By Steve Bolinger
Steve Bolinger, Corporate Secretary

Jackson Lake Reservoir and Irrigation Company, a
Colorado nonprofit corporation

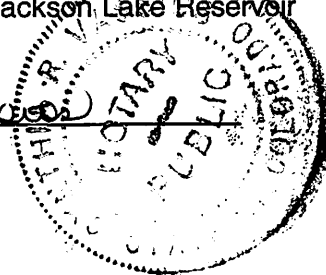
By Edward E. Fritzler
Edward E. Fritzler, President

State of Colorado)
County of Morgan) SS

The foregoing instrument was acknowledged before me this 3rd day of March, 2001, by Edward E. Fritzler as President and Steve Bolinger as Corporate Secretary of the Jackson Lake Reservoir and Irrigation Company. Witness my hand and official seal.

Cynthia R. Vasson
Notary Public

My commission expires: June 7, 2004



2832868 03/16/2001 01:25P JA Suki Tsukamoto
3 of 3 R 15.00 D 0.00 Weld County CO

Promissory Note

Date March 1, 2001

Date of Completion May 1, 2001

1. FOR VALUE RECEIVED, the Jackson Lake Reservoir and Irrigation Company ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("CWCB"), the principal sum of Three Hundred Eighty Nine Thousand Seven Hundred Dollars (\$389,700) plus interest at the rate of four percent (4%) per annum for a repayment term of thirty (30) years, pursuant to Loan Contract No. C150043 ("LOAN CONTRACT").
2. This promissory note replaces the note in the amount of \$336,600 dated August 18, 2000.
3. Principal and interest shall be payable in equal installments of \$22,536.39, with the first payment due and payable one year from the date that the CWCB determines that the project is substantially complete, and annually thereafter until all principal, interest, and all late charges, if any, have been paid in full. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable 30 years thereafter.
4. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. If the CWCB does not receive the annual payment within 15 calendar days of the due date, the CWCB may impose a late charge in the amount of 5% of the annual payment.
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 hereunder. The security interests, evidenced by an Amended Security Agreement and an Amended Deed of Trust, dated March 1, 2001, and an Assignment of Certificate of Deposit cover certain revenues, accounts and real property of the BORROWER. The LOAN CONTRACT, Security Agreement, Deed of Trust and Assignment 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 Agreement or Deed of Trust or Assignment 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, any guarantor, and any other person who is now or may hereafter become primarily or secondarily liable for the payment of this Note or any portion thereof 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: Jackson Lake Reservoir and Irrigation Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

(SEAL)

Attest:

By Steve Bolinger
Steve Bolinger, Corporate Secretary

Attachment 2 to Contract C150043 Amendment No. 1

AGENCY NAME: Water Conservation Board

AGENCY NUMBER: PDA

ROUTING NUMBER:

00055

Contract Amendment No. 1

THIS AMENDMENT, made this 1st day of March 2001, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board, hereinafter referred to as the CWCB and/or STATE, and the Jackson Lake Reservoir and Irrigation Company, a Colorado nonprofit corporation, P.O. Box 38, Fort Morgan, CO, 80701, hereinafter referred to as the CONTRACTOR.

Factual Recitals

- A. Authority exists in the law, and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 424, Appropriation Code S00, GBL JACK, Contract Encumbrance Number C150043.
- B. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.
- C. The CWCB and the Contractor entered into a contract dated August 22, 2000, Contract Encumbrance Number C150043, hereinafter referred to as Original Contract, incorporated herein by reference, wherein the CWCB agreed to loan money in the total amount of \$336,600 from the Severance Tax Perpetual Base Account, and the Contractor agreed to repay the loan in accordance with the terms of the Original Contract.
- D. Due to unforeseen site conditions and design modifications of the project, additional work was required that increased the total estimated cost of the project. To meet the increased costs, the Contractor requested an additional \$53,100, for a total loan amount of \$389,700, which may be used to finance up to 90% of the total Project cost.
- E. H.B. 00-1419, Section 1(2) provides that the CWCB may increase authorized loan amounts as may be justified by "reasons of ordinary fluctuations in construction costs as indicated by the engineering cost indices applicable to the types of construction required for each project or as may be justified by reason of changes in the plan for a project due to differing or unforeseen site conditions, errors or omissions in the plans and specifications, changes instituted by regulatory agencies, or changes in material quantities beyond contract limits."
- F. At its November 20, 2000 meeting, the CWCB approved an increase to this loan in the amount of \$53,100 for a new total loan amount of \$389,700, at an interest rate of 4% per annum for a duration of 30 years. As a condition of its approval of that loan, the Board requested that the Contractor increase its annual assessments to \$14.40 per share, and to increase the Certificate of Deposit to \$22,536.39, the amount of the revised annual loan payment.
- G. The CWCB and the Contractor agree to amend this contract to document the increase in the loan amount by \$53,100, for a total loan amount of up to \$389,700, which may be used to finance up to 90% of the total Project cost.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this Amendment to the Original Contract consists of the payments which shall be made pursuant to this Amendment and the Original Contract, as amended, and the promises and agreements herein set forth.

2. It is expressly agreed by the parties that this Amendment is supplemental to the Original Contract, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
3. The Contractor's Board of Directors and stockholders have adopted resolutions, irrevocable for the term of this loan, authorizing the Contractor to enter into this contract amendment to borrow the additional \$53,100, to make and levy assessments sufficient to pay the annual loan payments, and to increase the amount of the Certificate(s) of Deposit provided as collateral for the loan to \$22,536.39. Said resolutions are attached hereto as **Attachment 1**.
4. Fort Morgan Reservoir & Irrigation Company, a major shareholder of the Jackson Lake Reservoir and Irrigation Company, has approved the increased loan amount of \$389,700 and its resolutions are incorporated herein by reference.
5. Prior to the execution of this Amendment by the CWCB, the CONTRACTOR shall submit to the CWCB a letter from its attorney stating that it is the attorney's opinion that the person signing for the CONTRACTOR was duly elected or appointed and has authority to sign such documents on behalf of the CONTRACTOR and to bind the CONTRACTOR; that the CONTRACTOR's stockholders and board of directors have validly adopted resolutions approving this Amendment; that there are no provisions in the CONTRACTOR's articles of incorporation or by-laws or any state or local law that prevent this Amendment from binding the CONTRACTOR; and that this Amendment will be valid and binding against the CONTRACTOR if entered into by the CWCB.
6. The CONTRACTOR agrees that it shall execute the following documents, all of which shall set forth the revised loan amount of \$389,700 at an interest rate of 4% per annum for a repayment term of 30 years:
 - a. Promissory Note, attached as **Attachment 2** and incorporated herein, which shall supersede and replace Appendix 2 to the ORIGINAL CONTRACT;
 - b. an Assignment of Certificate of Deposit for a certificate of deposit in the amount of \$3,070.78, attached hereto as **Attachment 3** and incorporated herein, which shall be in addition to Appendix 3 to the ORIGINAL CONTRACT, for a certificate of deposit in the amount of \$19,465.61;
 - c. an Amended Deed of Trust, attached hereto as **Attachment 4** and incorporated herein, which shall supercede and replace Appendix 4 to the ORIGINAL CONTRACT;
 - d. an Amended Security Agreement, attached as **Attachment 5** and incorporated herein, which shall supersede and replace Appendix 5 of the ORIGINAL CONTRACT.
7. It is agreed the Original Contract, as amended is and shall be modified, altered, and changed in the following respects only:
 - a. The second line of Paragraph A.9, Promissory Note Provisions, of the Original Contract is revised to read as follows:

evidencing this loan in an amount up to \$389,700 at an interest rate of 4% per annum for a....
 - b. The fourth line of Paragraph A.11, Collateral, of the Original Contract is revised to read as follows:

established by the BORROWER in the amount of one annual loan payment (\$22,536.39),
 - c. The first sentence of Paragraph A.12.b is revised to read as follows:

The Borrower agrees that, in order to provide a security interest for the State in the pledged property so that the State shall have priority over all other competing claims for said property, it shall execute a Security Agreement, attached hereto as Appendix 5 incorporated here.
8. Except for the SPECIAL PROVISIONS, in the event of any conflict, inconsistency, variance, or

contradiction between the provisions of this Amendment and any of the provisions of the ORIGINAL CONTRACT, the provisions of this Amendment shall in all respects supersede, govern, and control. The SPECIAL PROVISIONS shall always be controlling over other provisions in the contract or amendments. The representations in the SPECIAL PROVISIONS concerning the absence of bribery or corrupt influences and personal interest of STATE employees are presently reaffirmed.

9. Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
10. This amendment shall not be deemed valid or effective until it shall have been approved by the controller of the State of Colorado or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

CONTRACTOR: Jackson Lake Reservoir and Irrigation Company, a Colorado nonprofit corporation

State of Colorado
Bill Owens, Governor

By Edward E. Fritzler
Edward E. Fritzler, President

By Rod Kuharich
For the Executive Director
Department Of Natural Resources
Colorado Water Conservation Board
Rod Kuharich, Director

Federal ID Number: 84-0236480

Attest (Seal)

By Steve Bolinger
Steve Bolinger, Corporate Secretary

APPROVALS

KEN SALAZAR, ATTORNEY GENERAL

By [Signature]

Arthur L. Barnhart, STATE CONTROLLER

By [Signature]
Effective Date 3/27/2001

PAID IN FULL

**RESOLUTIONS OF THE STOCKHOLDERS OF
THE JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY**

At a meeting held on February 12, 2000, the Stockholders of The Jackson Lake Reservoir and Irrigation Company (Company), approved obtaining a loan in the amount of up to \$336,600, not to exceed 90% of actual costs, from the State of Colorado Water Conservation Board (State), for the purpose of rehabilitation of the Company's diversion structure on the South Platte River.

Due to project cost overrun and design changes due to site conditions encountered during construction, the total cost of the project increased by approximately \$59,000. The Company applied to the State for an increase in the loan of \$53,100, for a total loan amount of \$389,700, not to exceed 90%, and the State approved such request.

To approve the additional loan amount from the State, the Stockholders, at a meeting held on February 10, 2001, charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the Board of Directors and officers as follows:

1. RESOLVED, to enter into and comply with the terms of an amendment to the Loan Contract with the Colorado Water Conservation Board for a loan in the amount of up to \$389,700, and
2. RESOLVED, to levy and collect assessments from the Stockholders in an amount sufficient to pay the annual amounts due under the Loan Contract, as amended, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. RESOLVED, to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. RESOLVED, to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. RESOLVED, to pledge certain real property and accounts of the Company as collateral for the loan and execute documents necessary to convey a security interest in said real property and accounts to the CWCB, and
6. RESOLVED, to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement, Assignment Of Deposit Account As Security, and a Promissory Note, and
7. RESOLVED, to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

PAID IN FULL

CERTIFICATION

THE UNDERSIGNED, RESPECTIVELY, THE PRESIDENT AND SECRETARY OF THE COMPANY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S SHAREHOLDERS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 10TH DAY OF FEBRUARY 2001.

(SEAL)

By Edward E. Twifler
President

ATTEST:

By Steve Bohanin
Corporate Secretary

Attachment 1 to Amendment No. 1 to Contract C150043

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY**

At a meeting held on February 12, 2000, the Board of Directors of The Jackson Lake Reservoir and Irrigation Company (Company), approved obtaining a loan in the amount of up to \$336,600, not to exceed 90% of actual costs, from the State of Colorado Water Conservation Board (State), for the purpose of rehabilitation of the Company's diversion structure on the South Platte River.

Due to project cost overrun and design changes due to site conditions encountered during construction, the total cost of the project increased by approximately \$59,000. The Company applied to the State for an increase in the loan of \$53,100, for a total loan amount of \$389,700, not to exceed 90%, and the State approved such request.

To approve the additional loan amount from the State, the Board of Directors, at a meeting held on February 10, 2001, charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the President and Corporate Secretary as follows.

1. RESOLVED, to enter into and comply with the terms of an amendment to the Loan Contract with the Colorado Water Conservation Board for a loan in the amount of up to \$389,700, and
2. RESOLVED, to levy and collect assessments from the Stockholders in an amount sufficient to pay the annual amounts due under the Loan Contract, as amended, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. RESOLVED, to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. RESOLVED, to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. RESOLVED, to pledge certain real property and accounts of the Company as collateral for the loan and execute documents necessary to convey a security interest in said real property and accounts to the CWCB, and
6. RESOLVED, to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement, Assignment Of Deposit Account As Security, and a Promissory Note, and
7. RESOLVED, to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

PAID IN FULL

CERTIFICATION

THE UNDERSIGNED, THE PRESIDENT AND THE CORPORATE SECRETARY, RESPECTIVELY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S BOARD OF DIRECTORS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 10TH DAY OF FEBRUARY 2001.

(SEAL)

By Edward E. Twifler
President

ATTEST:

By Steve Bohinger
Corporate Secretary

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

In consideration of and as security for reimbursement for monies owing under a loan from the Colorado Water Conservation Board ("Lender") to Jackson Lake Reservoir and Irrigation Company ("Owner") in the amount of up to \$389,700 ("Loan") pursuant to Contract Encumbrance Number C150043, ("Loan Contract"), Owner hereby assigns to the Lender Certificate of Deposit No. 4350005424 in the amount of \$3,070.78 ("Collateral") issued by Community First National Bank ("Bank"). Owner warrants that said Certificate of Deposit Account has been established as a special deposit with the funds deposited therein to be used solely to secure repayment of the Loan to Lender.

The Collateral secures the payment and performance of all of Owner's present and future, direct or indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") by Lender pursuant to the Loan Contract described above and any amendments thereto. This Assignment is made solely to secure performance of the Obligations and is made subject to the following terms, covenants and conditions:

1. Owner shall deliver the original Certificate of Deposit to Lender upon the execution of this Assignment. This Assignment shall continue until Lender specifically terminates the security interest in the Collateral in a writing signed by Lender.
2. Lender shall be entitled to notify the Bank to pay Lender any monies owing Owner under the Certificate of Deposit in the event of a default under the Obligations. The Lender shall apply such monies first to costs associated with collection, including reasonable attorney's fees, next to outstanding interest, and then to the principal sum of the Loan. In the event that Owner possesses or receives possession of any instruments or other remittances with respect to the Certificate of Deposit following the giving of such notification, Owner shall hold such instruments and other remittances in trust for Lender apart from Owner's other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances.
3. The Owner shall be in default under this Assignment upon the occurrence of any of the following events or conditions: (a) failure or omission to make any payment under the Loan Contract when due; (b) default in the payment or performance of any obligation, covenant, agreement or liability contained or referred to in the Loan Contract; (c) the making of any levy, seizure, or attachment on the Collateral; (d) the Owner becoming insolvent or unable to pay debts as they mature. The Lender shall give the Owner 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 Assignment.
4. Owner hereby appoints Lender as its attorney-in-fact to endorse Owner's name on all instruments and other remittances payable to Owner with respect to the Certificate of Deposit. This power of attorney is coupled with an interest and is irrevocable.
5. The modification or waiver of any of Owner's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.
6. The rights and remedies of the Lender stated in this Assignment are in addition to any

Attachment 3 to Contract C150043 Amendment No. 1

other rights the Lender may have under the Loan Contract or any law.

7. This Assignment shall be binding upon Owner and its successors, assigns, trustees, and receivers.
8. This Assignment shall be construed in accordance with the laws of the State of Colorado.
9. The Owner and Lender specifically request the Bank to honor and accept this Assignment and its terms.

Executed this 3rd day of March 2001.

Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

SEAL

Attest:

By Steve Bolinger
Steve Bolinger, Corporate Secretary

ACKNOWLEDGMENT BY BANK

By its officer's signature below, the Community First National Bank ("Bank") acknowledges that it has received a copy of the foregoing Assignment, and agrees that, upon notice from the Colorado Water Conservation Board ("CWCB") that the Owner is in default under its Loan Contract with the CWCB and that the CWCB is exercising its right under the Assignment to withdraw funds contained in the Certificate of Deposit, the Bank shall pay such funds directly to the CWCB until advised otherwise by the CWCB and the Owner. The Bank acknowledges that the Certificate of Deposit Account is a special deposit and that the funds deposited therein are to be used solely to secure Owner's Loan from the CWCB, and waives any right of setoff it may have in and to the Account.

Community First National Bank
P O Box 550
Fort Morgan CO 80701
970/867-8281

By [Signature] vce, President
Printed Name & Title Telf Morsford Vice President
Date 3/8/01

Attest:

By Jane Davis
Personal Banker's Officer

PAID IN FULL

868

Amended Deed of Trust

To Amend Deed of Trust dated August 18, 2000
Recorded October 10, 2000, Reception No. 2799287,
4 Pages, Weld County

This indenture, made this 1st day of March 2001, between the Jackson Lake Reservoir and Irrigation Company, whose address is P.O. Box 38, Fort Morgan Colorado, 80701, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Weld, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed a promissory note, of even date and amount set forth in Contract No. C150043, dated August 22, 2000, as amended on March 1, 2001 (the Contract) for a loan in the principal sum of \$389,700 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 4% per annum, payable in 30 annual installments, in accordance with the terms of the Promissory Note, or until loan is paid in full. **This Deed of Trust is amended to revise the increased loan amount of \$389,700.**

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: The headgate of the Jackson Lake Reservoir and Irrigation company, located at a point on the North Bank of the South Platte River 900 feet South and 200 feet West of the center of the Southeast Quarter (SE1/4) of Section 18, Township 4 North, Range 61 West of the 6th P.M., Weld County, Colorado, 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, 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

Attachment 4 to Contract C150043 Amendment No. 1



2832868 03/16/2001 01:25P JA Suki Tsukamoto

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 encumbrance, 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 personal representatives 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 heirs 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.



By Steve Bolinger
Steve Bolinger, Corporate Secretary

Jackson Lake Reservoir and Irrigation Company, a
Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

PAID IN FULL

State of Colorado)
County of Morgan) SS

The foregoing instrument was acknowledged before me this 3rd day of March, 2001, by Edward E. Fritzler as President and Steve Bolinger as Corporate Secretary of the Jackson Lake Reservoir and Irrigation Company. Witness my hand and official seal.

Cynthia R. Vassallo
Notary Public



My commission expires: June 7, 2004



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3 of 3 R 15.00 D 0.00 Weld County CO

AMENDED SECURITY AGREEMENT

DEBTOR: Jackson Lake Reservoir and Irrigation Company
P.O. Box 38
Fort Morgan, CO 80701

FEDERAL TAX NUMBER: 84-0236480

COUNTY: MORGAN (CODE: 15)

SECURED PARTY: State of Colorado - Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

COLLATERAL: Contract Rights (Code: 030)

DEBTOR, for consideration, hereby grants to SECURED PARTY a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor, hereinafter called the COLLATERAL: revenues derived from stock assessments pledged to repay the indebtedness on the amount loaned to DEBTOR by SECURED PARTY, as described in Pledge of Property provisions in Contract No. C150043 (CONTRACT), and all of DEBTOR's right to receive said assessment revenues.

To secure payment of the indebtedness evidenced by the Promissory Note between the above named parties herewith, payable to the SECURED PARTY, the loan amount of \$389,700 at an interest rate of 4% per annum for a repayment period of 30 years in accordance with said Promissory Note or until all principal, interest and late charges, if any, are paid in full. **This amended security agreement revises the increased loan amount of \$389,700.**

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby, DEBTOR is, or to the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be, 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 anytime 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. That, if DEBTOR is a corporation, its certificate and articles of incorporation and by-laws do not prohibit any term or condition of this agreement.
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. 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.
7. That the DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations, ordinances, articles of incorporation or by-laws.

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 the happening of any of the

Attachment 5 to Contract C150043 Amendment No. 1

following events or conditions:

- a. default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- b. 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;
- c. loss, theft, damage, destruction, sale or encumbrance to or of any of the COLLATERAL, or the making of any levy seizure or attachment thereof or thereon;
- d. 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 any guarantor or surety for DEBTOR.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, SECURED PARTY may declare all Obligations secured hereby immediately due and payable and 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. 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.

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 said 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 said SECURED PARTY shall retain its rights of set-off against DEBTOR.

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 heirs, executors or administrators or its successors or assigns. If there be more than one DEBTOR, their liabilities hereunder shall be joint and several.

Dated this 1st day of March 2001.

DEBTOR: Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

ATTEST:

By Steve Bolinger
Steve Bolinger, Corporate Secretary

PAID IN FULL

AGENCY NAME: Water Conservation Board

AGENCY NUMBER: PDA

ROUTING NUMBER: 01-PDA-00014

LOAN CONTRACT

THIS CONTRACT, made this 22ND day of AUGUST 2000, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board, hereinafter referred to as the CWCB and/or STATE, and **Jackson Lake Reservoir and Irrigation Company**, a Colorado nonprofit corporation, P.O. Box 38, Fort Morgan, CO, 80701, hereinafter referred to as the BORROWER and/or CONTRACTOR.

FACTUAL RECITALS

1. Authority exists in the law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 424, Organization YYYY, Appropriation S00, GBL JACK, Program WTRC, Object Code 5881, Reporting Category: 0043, Contract Encumbrance Number C150043.
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to the provisions of §§ 37-60-119 and 37-60-120, C.R.S. (1999) the STATE is authorized to loan money for the construction of water projects for the benefit of the people of the State, provided that the borrower assures repayment of that money.
4. The BORROWER is a duly constituted Colorado mutual ditch company formed pursuant to and governed by Articles 42 and 121 of Title 7, C.R.S., located in Morgan County, State of Colorado.
5. The BORROWER has applied to the STATE for a loan to be used for rehabilitation of the BORROWER'S diversion structure on the South Platte River, hereinafter referred to as PROJECT, at a cost of \$374,000.
6. Fort Morgan Reservoir & Irrigation Company, a major shareholder of the Jackson Lake Reservoir and Irrigation Company, has approved obtaining this loan and their resolutions are incorporated herein by reference.
7. The STATE has reviewed a feasibility report compiled by Jack Odor, P.E., of G.A.S.P., which is incorporated herein by reference, and, based upon this feasibility report, the STATE determined the PROJECT to be technically and financially feasible.
8. At its November 1999 meeting, the CWCB approved a loan to the BORROWER in an amount up to \$336,600, not to exceed 90% of the cost of the PROJECT, at an interest rate of 4% per annum for a duration of 30 years, from the Severance Tax Perpetual Base Account.
9. Pursuant to H.B. 00-1419, Section 1(c), the Colorado General Assembly authorized CWCB to loan to the BORROWER an amount up to \$336,600, hereinafter referred to as AUTHORIZED LOAN AMOUNT, for the PROJECT.
10. The STATE now desires, by this contract, to loan money to the BORROWER for this PROJECT upon mutually agreeable terms and conditions.

THEREFORE, in consideration of the mutual and dependent covenants contained herein, the parties agree as follows:

A. The BORROWER agrees as follows:

1. Construction Fund Program Procedures. The following items are procedures the BORROWER shall follow during the construction phase of the PROJECT.

- a. The BORROWER shall employ an engineer, registered in the State of Colorado, hereinafter referred to as the CONSULTANT, to prepare plans and specifications for the PROJECT.
- b. The agreement between the BORROWER and the CONSULTANT and the plans and specifications must be submitted to the CWCB staff for verification of compliance with the terms of this contract prior to bid opening. Any modifications to the plans and specifications must be approved in writing by the CWCB staff.
- c. For plans and specifications for all jurisdictional dams and reservoirs, as defined by § 37-87-105 C.R.S. (1999), the BORROWER shall provide a letter of approval from the State Engineer's Office prior to construction.
- d. CWCB staff must be present at bid opening and must approve the award of the construction contract.
- e. The BORROWER shall contract for the construction of the work with responsible and capable firms, hereinafter referred to as CONSTRUCTION FIRMS, which CONSTRUCTION FIRMS shall be selected by the BORROWER and found acceptable by the CWCB staff before work under this contract begins.
- f. The BORROWER must provide a copy of the executed construction contract documents consisting of the advertisement for bid, contractor's proposal, construction contract, bid bond, performance bond, payment bond, notice of award, notice to proceed, sample change order, and sample field order. After the CWCB staff verifies that these documents comply with the terms of this contract, the BORROWER may issue the notice to proceed to the CONSTRUCTION FIRMS.
- g. The BORROWER shall conduct a pre-construction conference at which time the CWCB staff shall have the opportunity to review and approve the construction schedule.
- h. If the CWCB staff determines that the PROJECT requires a resident inspector during construction, the BORROWER shall employ an inspector who has been approved by the CWCB staff.
- i. The BORROWER shall construct the PROJECT in accordance with the approved plans and specifications.
- j. Upon completion of the PROJECT construction, the BORROWER shall provide as-built drawings of the PROJECT to the CWCB staff, and, if required by § 37-87-105, C.R.S. (1999), the BORROWER shall provide the same drawings to the State Engineer's Office for approval and filing.
- k. Upon completion of the PROJECT construction, the BORROWER shall arrange a final inspection for the CWCB staff, CONSTRUCTION FIRM, and the CONSULTANT.

2. Time For PROJECT Completion. The BORROWER recognizes that time is of the essence in the performance of all of its obligations under this contract. Therefore, the BORROWER shall complete the PROJECT within two (2) years from the date of this contract. The time for completion of the PROJECT may be extended subject to the approval of the STATE. The BORROWER must provide, in writing, documented justification for any request for extension sixty (60) days prior to the end of the period for completion. The State will provide to the Borrower within thirty (30) days following receipt of the Borrower's request, a letter of approval or denial of the request for extension of time for completion.

3. Indemnification By The CONSTRUCTION FIRM. The BORROWER shall require all CONSTRUCTION FIRMS and their subcontractors to indemnify the STATE and the BORROWER against all liability and

and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of those parties or sustained in connection with the performance of any contract related to the PROJECT or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Liability Insurance During Construction. The BORROWER shall require the CONSTRUCTION FIRM and its subcontractors to maintain, during the term of their contracts for construction of the PROJECT, the following insurance with a company that is satisfactory to the STATE:

- a. Worker's compensation and employer's liability insurance in the required statutory amounts.
- b. Automobile liability insurance which includes coverage for all owned, non-owned and hired vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage.
- c. Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate. This insurance coverage shall include products/completed operations and personal injury.
- d. Builder's risk insurance for construction in progress for all perils of loss including fire, wind, hail, vandalism, and flood in an amount equal to the completed value of the PROJECT.

Said general liability insurance shall name the BORROWER and the STATE as additional insured. An additional insured endorsement and a current copy of a certificate of said liability insurance must be provided to the STATE prior to commencement of construction and maintained until construction is complete. No payments shall be made to the BORROWER unless all insurance certificates are current. The BORROWER shall file notices of renewals of said policies with the STATE as renewals occur.

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During the time of construction, the STATE reserves the right to increase the above amount of insurance so that said amounts at a minimum correspond to the amount established by the Colorado Governmental Immunity Act, now and as hereafter amended.

5. BORROWER'S Indemnification Of The STATE. The BORROWER shall, without expense or legal liability to the STATE, manage, operate, and maintain the PROJECT continuously in an efficient and economical manner. The BORROWER agrees to indemnify and hold the STATE harmless from any liability incurred by the STATE as a result of the STATE'S interest in the PROJECT facilities and any other property identified in the Collateral Provisions of this contract.

6. BORROWER'S Liability Insurance. Upon execution of this contract and continuing until complete repayment of the loan is made to the STATE, the BORROWER shall maintain commercial general liability insurance with a company that is satisfactory to the STATE covering the management, operation, and maintenance of the PROJECT with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury.

Said general liability insurance shall name the STATE as additional insured. The BORROWER shall provide the STATE with a certificate of said insurance and an additional insured endorsement, and shall provide the STATE with documentation of renewals of said insurance. The STATE will not disburse any loan funds without evidence of said insurance coverage. Throughout the life of this contract, the STATE reserves the right to increase the above amount of insurance so that said amounts at a minimum correspond to the amount established by the Colorado Governmental Immunity Act, now and as hereafter amended.

7. **BORROWER'S Authority To Contract.** The BORROWER shall, pursuant to its statutory authority, articles of incorporation and by-laws, have its stockholders and board of directors adopt resolutions, irrevocable during the life of this loan, authorizing the President and Secretary, on behalf of the BORROWER, to do the following:

- a. To enter into and comply with the terms of this contract and the promissory note, and
- b. To levy assessments in an amount sufficient to pay the annual amounts due under this contract, and to pledge assessment revenues and the BORROWER'S right to receive said revenues for repayment of the loan, and
- c. To place the assessment revenues pledged to make annual loan payments in a special account separate and apart from other BORROWER revenues in accordance with the Pledge of Property Provisions of this contract and
- d. To make annual payments in accordance with the promissory note, and
- e. To make annual deposits to a debt service reserve fund in accordance with the Pledge of Property Provisions of this contract, and
- f. To pledge certain property of the Company as collateral for the loan and execute documents necessary to convey a security interest in said property to the CWCB, and
- g. To obtain a certificate of deposit to serve as collateral in the amount of one annual loan payment as security for the loan, and execute an assignment of certificate of deposit as described in the Collateral Provisions of this contract, and
- h. To execute a Security Agreement and an Assignment of Deposit Account as Security to secure the revenues pledged herein in accordance with the Pledge of Property Provisions of this contract.

Said resolutions are attached hereto as **Appendix 1** and incorporated herein.

8. **Attorney's Opinion Letter.** Prior to the execution of this contract by the STATE, the BORROWER shall submit to the STATE a letter from its attorney stating that it is the attorney's opinion that the person signing for the BORROWER was duly elected or appointed and has authority to sign such documents on behalf of the BORROWER and to bind the BORROWER; that the BORROWER'S shareholders and board of directors have validly adopted resolutions approving this contract; that there are no provisions in the BORROWER'S articles of incorporation or by-laws or any state or local law that prevent this contract from binding the BORROWER; and that the contract will be valid and binding against the BORROWER if entered into by the STATE.

9. **Promissory Note Provisions.** The Promissory Note setting forth the terms of repayment and evidencing this loan in an amount up to \$336,600 at an interest rate of 4% per annum for a term of 30 years is attached as **Appendix 2** and incorporated herein.

b. **Interest During Construction.** As the loan funds are disbursed by the STATE to the BORROWER during construction, interest shall accrue at the rate of 4%. The STATE shall calculate the amount of the interest accrued during construction and the BORROWER shall repay that amount to the STATE either within ten (10) days after the date the STATE determines that the PROJECT has been substantially completed, or, at the STATE'S discretion, said interest shall be deducted from the final disbursement of loan funds that the STATE makes to the BORROWER.

c. **Final loan amount.** In the event that the final loan amount is at least 90% of the AUTHORIZED LOAN AMOUNT, the STATE shall apply the remaining loan funds to prepayment

of the loan, which will result in the annual loan payment remaining the same, and the time for repayment of the loan will be reduced. If the final loan amount is less than 90% of the AUTHORIZED LOAN AMOUNT, the STATE may apply those funds to prepayment of the loan with the BORROWER'S consent, or the State and the BORROWER shall execute a contract amendment that will establish the final loan amount and amend or replace the loan documents that reflect the final loan amount, including the Promissory Note, Security Agreement, Deed of Trust, and Assignment of Certificate of Deposit.

10. Warranties.

- a. The BORROWER warrants that, by acceptance of the loan money pursuant to the terms of this contract and by the BORROWER'S representation herein, the BORROWER shall be estopped from asserting for any reason that it is not authorized or obligated to repay the loan money to the STATE as required by this contract.
- b. The BORROWER warrants that it has full power and authority to enter into this contract. The execution and delivery of this contract and the performance and observation of its terms, conditions and obligations have been duly authorized by all necessary actions of the BORROWER.
- c. The BORROWER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BORROWER, to solicit or secure this contract and has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.
- d. The BORROWER warrants that the property identified in the Collateral Provisions of this contract is not encumbered by any other deeds of trust to or liens of any party other than the STATE or in any other manner.

- 11. Collateral.** Part of the security provided for this loan, as evidenced by the executed Assignment of Certificate of Deposit attached as **Appendix 3** and incorporated herein, shall be an undivided one hundred percent (100%) interest in a certificate of deposit account established by the BORROWER in the amount of one annual loan payment (\$19,465.61), hereinafter referred to as CD ACCOUNT. The STATE shall use the funds contained in the CD ACCOUNT for the purpose of paying principal and interest due under this contract not otherwise paid by the BORROWER. Any amount withdrawn by the STATE for this purpose shall be replenished by the BORROWER within sixty days after such withdrawal. The STATE shall not disburse any loan funds under this contract until the BORROWER has established the CD ACCOUNT.

Additional security provided for this loan, as evidenced by the executed Deed of Trust attached as **Appendix 4** and incorporated herein, shall be an undivided one hundred percent (100%) interest in the BORROWER'S diversion structure on the South Platte River to be rehabilitated with funds provided by this loan, as more particularly described in the attached Deed of Trust, hereinafter referred to as "collateral."

- 12. Pledge Of Property.** The BORROWER hereby irrevocably pledges to the STATE for purposes of repayment of this loan revenues from assessments levied for that purpose as authorized by the BORROWER'S resolution and all of the BORROWER'S rights to receive said assessment revenues from its members (hereinafter collectively referred to as the "pledged property"). Furthermore, BORROWER agrees that

- a. **Revenues For This Loan Are To Be Kept Separate.** The BORROWER hereby agrees to set aside and keep the pledged revenues in an account separate from other BORROWER

revenues, and warrants that it shall not use the pledged revenues for any other purpose.

- b. **Establish Security Interest.** The BORROWER agrees that, in order to provide a security interest for the STATE in the pledged property so that the STATE shall have priority over all other competing claims for said property, it shall execute a Security Agreement, attached hereto as **Appendix 5** incorporated herein, and an Assignment of Deposit Account as Security, attached as **Appendix 6** and incorporated herein, prior to the disbursement of any loan funds. The BORROWER acknowledges that the STATE shall perfect its security interest in the BORROWER'S right to receive assessment revenues by filing a UCC-1 Form with the Colorado Secretary of State.
 - c. **Assessments For Repayment Of The Loan.** Pursuant to its statutory authority, articles of incorporation and by-laws, and as authorized by its resolution, the BORROWER shall take all necessary actions consistent therewith to levy assessments sufficient to pay this loan as required by the terms of this contract and the promissory note. In the event the assessments levied by the BORROWER become insufficient to assure such repayment to the STATE, the BORROWER shall immediately take all necessary action consistent with its statutory authority, its articles of incorporation, bylaws and resolution, including, but not limited to, levying additional assessments to raise sufficient revenue to assure repayment of the loan to the STATE.
 - d. **Assessments For Operations, Maintenance And Reserves.** Pursuant to its statutory authority, articles of incorporation, by-laws, and resolutions, the BORROWER shall levy assessments from time to time as necessary to provide sufficient funds for adequate operation and maintenance, emergency repair services, obsolescence reserves and debt service reserves. BORROWER shall deposit an amount equal to one-tenth of an annual payment into its debt service reserve fund one year from the first loan disbursement, and annually thereafter for the first ten years of this loan. In the event that the Borrower applies funds from this account to repayment of the loan, the Borrower shall replenish the account within ninety (90) days of withdrawal of the funds.
13. **Change of Use of Water Shares During Term of Contract.** The BORROWER agrees to notify the STATE of any change of the use of the water rights represented by its shares from irrigation to municipal or commercial use, at which time the STATE, at its discretion, may adjust the interest rate on that portion of the outstanding loan amount corresponding to the percentage of shares for which the use has been changed to the CWCB's municipal or commercial rate in effect at the time of the change of use of the water rights. The parties shall execute a contract amendment to effect said change in interest rate.
14. **Collateral During Repayment.** The BORROWER shall not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the property provided as security for this loan, so long as any of the principal, all accrued interest, and late charges, if any, on this loan remain unpaid, without the prior written concurrence of the STATE. In the event of any such sale, transfer or encumbrance without the STATE'S written concurrence, the STATE may at any time thereafter declare all outstanding principal and interest on this loan immediately due and payable.
15. **Remedies For Default.** Upon default in the payments herein set forth to be made by the BORROWER, or default in the performance of any covenant or agreement contained herein, the STATE, at its option, may:
- a. declare the entire principal amount and accrued interest then outstanding immediately due and payable;

- b. incur and pay reasonable expenses for repair, maintenance, and operation of the PROJECT facilities herein described and such expenses as may be necessary to cure the cause of default, and add the amount of such expenditures to the principal of the loan amount;
- c. exercise its rights under the Promissory Note, Security Agreement, Assignment Of Deposit Account As Security, Assignment Of Certificate Of Deposit, and Deed Of Trust,
- d. apply the funds contained in the CD ACCOUNT to the repayment of the loan;
- e. take any other appropriate action.

All remedies described herein may be simultaneously or selectively and successively enforced. The provisions of this contract may be enforced by the STATE at its option without regard to prior waivers of previous defaults by the BORROWER, through judicial proceedings to require specific performance of this contract, or by such other proceedings in law or equity as may be deemed necessary by the STATE to ensure compliance with provisions of this contract and the laws and regulations under which this contract is executed. The STATE'S exercise of any or all of the remedies described herein shall not relieve the BORROWER of any of its duties and obligations under this contract.

- 16. Progress Reports.** The BORROWER shall, with the assistance of the CONSULTANT, prepare a periodic progress report which contains a statement of the PROJECT costs expended for that period and submit said statement to the STATE.
- 17. Periodic Inspections.** Throughout the term of this contract, the BORROWER shall permit a designated representative of the STATE to make periodic inspections of the PROJECT. Such inspections are solely for the purpose of verifying compliance with the terms and conditions of this contract. Furthermore, such inspections shall cover the condition of the PROJECT, operating records, maintenance records, and financial records, and shall not be construed nor interpreted as an approval of the actual design and/or construction of any element of the PROJECT facilities.
- 18. Adhere To Applicable Laws.** The BORROWER shall strictly adhere to all applicable federal, state, and local laws and regulations that are in effect or may hereafter be established throughout the term of this contract.
- 19. No Discrimination Of Services.** The services of said PROJECT shall be made available within its capacity and in accordance with all pertinent statutes, rules and regulations, and operational guidelines to all persons in the BORROWER'S service area without discrimination as to race, color, religion, or national origin at reasonable charges (including assessments or fees), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the BORROWER, as may be modified from time to time.

B. The STATE agrees as follows:

- 1. Agreement To Loan Money.** The STATE agrees to loan to the BORROWER an amount not to exceed that specified in the Promissory Note Provisions of this contract.
- 2. Disbursements.** After receipt of the periodic progress report from the BORROWER, and review and acceptance of the items therein as eligible expenses as described below, the STATE will pay to the BORROWER the amount set forth in the report or such portion that has been approved by the STATE. Such payment shall be made within thirty (30) days from the STATE'S approval of each progress report.
- 3. Release After Loan Is Repaid.** Upon complete repayment to the STATE of the entire principal, all accrued interest, and late charges, if any, as specified in the promissory note, the STATE agrees to execute a release of deed of trust to convey to the BORROWER all of the STATE'S

right, title, and interest in and to the property described in the deed of trust, to file a UCC-3 form with the Secretary of State to terminate all of the STATE's rights in and to the BORROWER's right to receive assessment revenues pledged to repay this loan, and to execute releases of the Assignment of Certificate of Deposit and Assignment of Deposit Account as Security.

C. The STATE and the BORROWER mutually agree as follows:

1. **Designated Agent Of The STATE.** The CWCB, which includes its agents and employees, is hereby designated as the agent of the STATE for the purpose of this contract.
2. **Contract Is Not Assignable.** This contract is not assignable by the BORROWER except with the prior written approval of the STATE.
3. **Contract Relationship.** The parties to this contract intend that the relationship between them contemplated by this contract is that of lender-borrower, not employer-employee. No agent, employee, or servant of the BORROWER shall be, or shall be deemed to be, an employee, agent, or servant of the STATE. The BORROWER shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the performance of this contract.
4. **Complete Integration Of All Understandings.** This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to STATE fiscal rules, unless expressly provided for herein.
5. **In Event Of A Conflict.** In the event of conflict between the terms of this contract and conditions as set forth in any of the appendices, the provisions of this contract shall control.
6. **Eligible Expenses.** PROJECT costs eligible for financing by the STATE shall be limited to 90% of the cost of:
 - a. Preparing final designs and specifications for the PROJECT.
 - b. Preparing bid and construction contract documents.
 - c. Preparing environmental assessment or environmental impact statements, and otherwise complying with the Federal National Environmental Policy Act.
 - d. Complying with all federal, state, and local regulatory requirements, including the obtaining of all required permits.
 - e. Fish and wildlife mitigation measures required by federal, state, or local laws and regulations.
 - f. Actual construction as called for in the design documents and in change orders approved by the STATE, the BORROWER, the CONSULTANT and the CONSTRUCTION FIRM.
 - g. Engineering services for construction management, including design and construction management for STATE-approved change orders.
 - h. Legal services for reviewing engineering services contracts, reviewing this contract, reviewing construction contract documents, and for complying with all federal, state, and local regulatory requirements.
7. **STATE May Release Contract.** In its sole discretion, the STATE may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the

BORROWER'S obligations under this contract, with valuable consideration, upon such terms and conditions as the STATE may determine to be advisable to further the purposes of this contract or to protect the STATE'S financial interest therein, and consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

8. **Casualty And Eminent Domain.** If, at any time, during the term of this contract, (a) the BORROWER'S PROJECT facilities including buildings or any portion thereof, are damaged or destroyed, in whole or in part, by fire or other casualty, or (b) title to or use of the PROJECT facilities or any part thereof shall be taken under the exercise of the power of eminent domain, the BORROWER shall cause the net proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair and restoration of the PROJECT facilities or any portion thereof, or to repayment of this loan. Any net proceeds remaining after such work has been completed shall be retained by the BORROWER. If the net insurance proceeds are insufficient to pay the full cost of the replacement, repair and restoration, the BORROWER shall complete the work and pay any cost in excess of the net proceeds. In the event Borrower opts to repay the loan, Borrower shall remain responsible for the full loan amount outstanding regardless of the amount of such insurance proceeds or condemnation award.
9. **Captions.** The captions and headings contained in this contract are for convenience and reference only and shall not be construed so as to define or limit the terms or provisions contracted herein.
10. **STATE'S Approval.** This contract requires review and approval of plans, specifications, and various other technical and legal documents. The STATE'S review of these documents is only for the purpose of verifying BORROWER'S compliance with this contract and shall not be construed or interpreted as a technical review or approval of the actual design or construction of the PROJECT rehabilitation. Notwithstanding any consents or approvals given to the BORROWER by the STATE on any such documents, BORROWER and its CONSULTANT, by preparing any such documents, shall be solely responsible for the accuracy and completeness of any of said documents.
11. **Waiver.** The waiver of any breach of a term of this contract shall not be construed as a waiver of any other term, or of any subsequent breach of the same term.
12. **Addresses for mailing.** All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

For the STATE:

Colorado Water Conservation Board
Attn: Construction Fund Section
1313 Sherman Street, Room 721
Denver, CO 80203

For the BORROWER:

Jackson Lake Reservoir and Irrigation
Company
P.O. Box 38
Fort Morgan, CO 80701

- D. **SPECIAL PROVISIONS (6/97 version).** State Fiscal Rule 3-1 requires the inclusion of these Special Provisions in every STATE contract, including grants.

Controller's Approval

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the STATE.

FUND AVAILABILITY

2. Financial obligations of the State of Colorado payable after the current fiscal year are

contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this STATE, the CONTRACTOR shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the STATE official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the CONTRACTOR or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such CONTRACTOR or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the CONTRACTOR arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with C.R.S. 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the CONTRACTOR shall indemnify, save, and hold harmless the STATE, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the CONTRACTOR, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The CONTRACTOR agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (C.R.S. 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all STATE contracts or sub-contracts.*

During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisings; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- c. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the CONTRACTOR'S commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
- d. The CONTRACTOR and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- e. A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity because of race, creed, color, sex, national origin, or ancestry.
- f. A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.
- g. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further STATE contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.
- h. The CONTRACTOR will include the provisions of paragraphs (a) through (h) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6. a. Provisions of C.R.S. 8-17-101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.
- b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (C.R.S. 8-19-101 and 102).

GENERAL

7. The laws of the State of Colorado and rules and regulations adopted pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
8. At all times during the performance of this contract, the CONTRACTOR shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.
9. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
10. The signatories aver that they are familiar with C.R.S. 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), and that no violation of such provisions is present.
11. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first above written.

CONTRACTOR: Jackson Lake Reservoir and
Irrigation Company, a Colorado nonprofit
corporation

By Edward E. Fritzler
Edward E. Fritzler, President

Federal ID Number: 84-0236480

Attest (Seal)

By Steve Bolinger
Steve Bolinger, Corporate Secretary

State of Colorado
Bill Owens, Governor

By Dan McAuliffe
For the Executive Director
Department of Natural Resources
COLORADO WATER CONSERVATION
BOARD
Dan McAuliffe, Acting Director

Attorney General:
Ken Salazar

By Ken Salazar

PROVALS

State Controller:
Arthur L. Barnhart

By Arthur L. Barnhart

PAID IN FULL

**RESOLUTIONS OF THE STOCKHOLDERS OF
THE JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY**

The Stockholders of The Jackson Lake Reservoir and Irrigation Company (Company), at a Stockholders' meeting held February 12, 2000, Fort Morgan, Colorado, adopted the following resolutions concerning a loan in the amount of up to \$336,600, not to exceed 90% of actual costs, from the State of Colorado Water Conservation Board (State), for the purpose of rehabilitation of the Company's diversion structure on the South Platte River.

At said meeting, the Stockholders charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the Board of Directors and officers as follows:

1. RESOLVED, to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of up to \$336,600, and
2. RESOLVED, to levy and collect assessments from the Stockholders in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. RESOLVED, to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. RESOLVED, to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. RESOLVED, to pledge certain real property and accounts of the Company as collateral for the loan and execute documents necessary to convey a security interest in said real property and accounts to the CWCB, and
6. RESOLVED, to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement, Assignment Of Deposit Account As Security, and a Promissory Note, and
7. RESOLVED, to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

THE UNDERSIGNED, RESPECTIVELY, THE PRESIDENT AND SECRETARY OF THE COMPANY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S SHAREHOLDERS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 12th DAY OF FEBRUARY 2000.

(SEAL)

By Edward E. Twifler
President

ATTEST:

By Steve Bolinger
Corporate Secretary

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
THE JACKSON LAKE RESERVOIR AND IRRIGATION COMPANY**

The Board of Directors of The Jackson Lake Reservoir and Irrigation Company (Company), at a meeting held February 10th 2000, at Fort Morgan, Colorado, adopted the following resolutions concerning a loan in the amount of up to \$336,600, not to exceed 90% of actual construction costs, from the State of Colorado Water Conservation Board (CWCB), for the purpose of rehabilitation of the Company's diversion structure on the South Platte River.

At said meeting, the Board charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the President and Corporate Secretary as follows.

1. RESOLVED, to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of up to \$336,600, and
2. RESOLVED, to levy and collect assessments from the Stockholders in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. RESOLVED, to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. RESOLVED, to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. RESOLVED, to pledge certain real property and accounts of the Company as collateral for the loan and execute documents necessary to convey a security interest in said real property and account to the CWCB, and
6. RESOLVED, to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement, Assignment Of Deposit Account As Security, and a Promissory Note, and
7. RESOLVED, to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

THE UNDERSIGNED, THE PRESIDENT AND THE CORPORATE SECRETARY, RESPECTIVELY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S BOARD OF DIRECTORS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 12th DAY OF FEBRUARY 2000.

(SEAL)

By Edward E. Trifler
President

ATTEST:

By Steve Bolengier
Corporate Secretary

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

In consideration of and as security for reimbursement for monies owing under a loan from the Colorado Water Conservation Board ("Lender") to Jackson Lake Reservoir and Irrigation Company ("Owner") in the amount of up to \$336,600 ("Loan") pursuant to Contract Encumbrance Number C150043, ("Loan Contract"), Owner hereby assigns to the Lender Certificate of Deposit No. 4350 005293 ("Collateral") issued by Community First National Bank ("Bank"). Owner warrants that said Certificate of Deposit Account has been established as a special deposit with the funds deposited therein to be used solely to secure repayment of the Loan to Lender.

The Collateral secures the payment and performance of all of Owner's present and future, direct or indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") by Lender pursuant to the Loan Contract described above and any amendments thereto. This Assignment is made solely to secure performance of the Obligations and is made subject to the following terms, covenants and conditions:

1. Owner shall deliver the original Certificate of Deposit to Lender upon the execution of this Assignment. This Assignment shall continue until Lender specifically terminates the security interest in the Collateral in a writing signed by Lender.
2. Lender shall be entitled to notify the Bank to pay Lender any monies owing Owner under the Certificate of Deposit in the event of a default under the Obligations. The Lender shall apply such monies first to costs associated with collection, including reasonable attorney's fees, next to outstanding interest, and then to the principal sum of the Loan. In the event that Owner possesses or receives possession of any instruments or other remittances with respect to the Certificate of Deposit following the giving of such notification, Owner shall hold such instruments and other remittances in trust for Lender apart from Owner's other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances.
3. The Owner shall be in default under this Assignment upon the occurrence of any of the following events or conditions: (a) failure or omission to make any payment under the Loan Contract when due; (b) default in the payment or performance of any obligation, covenant, agreement or liability contained or referred to in the Loan Contract; (c) the making of any levy, seizure, or attachment on the Collateral; (d) the Owner becoming insolvent or unable to pay debts as they mature. The Lender shall give the Owner 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 Assignment.
4. Owner hereby appoints Lender as its attorney-in-fact to endorse Owner's name on all instruments and other remittances payable to Owner with respect to the Certificate of Deposit. This power of attorney is coupled with an interest and is irrevocable.
5. The modification or waiver of any of Owner's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.

Appendix 3 to Loan Contract C150043

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

In consideration of and as security for reimbursement for monies owing under a loan from the Colorado Water Conservation Board ("Lender") to Jackson Lake Reservoir and Irrigation Company ("Owner") in the amount of up to \$338,800 ("Loan") pursuant to Contract Encumbrance Number C150043 ("Loan Contract"), Owner hereby assigns to the Lender Certificate of Deposit No. _____ ("Certificate") issued by Community First National Bank ("Bank"). Owner warrants that said Certificate of Deposit Account has been established as a special deposit with the funds deposited therein to be used solely to secure repayment of the loan to Lender.

The Certificate secures the payment and performance of all of Owner's present and future, direct or indirect, absolute and contingent, express and implied, indebtedness, liabilities, obligations and covenants (collectively "Obligations") by Lender pursuant to the Loan Contract described above and any amendments thereto. This Assignment is made solely to secure performance of the Obligations and is made subject to the following terms, covenants and conditions:

1. Owner shall deliver the original Certificate of Deposit to Lender upon the execution of this Assignment. This Assignment shall continue until Lender absolutely terminates the security interest in the Certificate in a writing signed by Lender.

2. Lender shall be entitled to notify the Bank to pay Lender any monies owing Owner under the Certificate of Deposit in the event of a default under the Obligations. The Lender shall apply such monies first to costs associated with collection, including reasonable attorney's fees, next to outstanding interest, and then to the principal sum of the loan. In the event that Owner possesses or receives possession of any instruments or other remittances with respect to the Certificate of Deposit following the giving of such notification, Owner shall hold such instruments and other remittances in trust for Lender apart from Owner's other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances.

3. The Owner shall be in default under this Assignment upon the occurrence of any of the following events or conditions: (a) failure or omission to make any payment under the Loan Contract when due; (b) default in the payment or performance of any obligation, covenant, agreement or liability contained or referred to in the Loan Contract; (c) the making of any levy, seizure, or attachment on the Certificate; (d) the Owner becoming insolvent or unable to pay debts as they mature. The Lender shall give the Owner 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 Assignment.

4. Owner hereby appoints Lender as its attorney-in-fact to endorse Owner's name on all instruments and other remittances payable to Owner with respect to the Certificate of Deposit. This power of attorney is coupled with an interest and is irrevocable.

5. The modification or waiver of any of Owner's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. A waiver on one occasion shall not constitute a waiver on any other occasion.

6. The rights and remedies of the Lender stated in this Assignment are in addition to any other rights the Lender may have under the Loan Contract or any law.
7. This Assignment shall be binding upon Owner and its successors, assigns, trustees, and receivers.
8. This Assignment shall be construed in accordance with the laws of the State of Colorado.
9. The Owner and Lender specifically request the Bank to honor and accept this Assignment and its terms.

Executed this 18 day of August 2000.



Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

Attest:

By Steve Bolinger
Steve Bolinger, Corporate Secretary

ACKNOWLEDGMENT BY BANK

By its officer's signature below, the Community First National Bank ("Bank") acknowledges that it has received a copy of the foregoing Assignment, and agrees that, upon notice from the Colorado Water Conservation Board ("CWCB") that the Owner is in default under its Loan Contract with the CWCB and that the CWCB is exercising its right under the Assignment to withdraw funds contained in the Certificate of Deposit, the Bank shall pay such funds directly to the CWCB until advised otherwise by the CWCB and the Owner. The Bank acknowledges that the Certificate of Deposit Account is a special deposit and that the funds deposited therein are to be used solely to secure Owner's Loan from the CWCB, and waives any right of setoff it may have in and to the Account.

Community First National Bank
P O Box 550
Fort Morgan CO 80701
970/867-8281

By Jeff Morford VICE, President
Printed Name & Title JEFF MORFORD, VICE PRESIDENT
Date 8/18/00

Attest:

By Tracy Mendoza

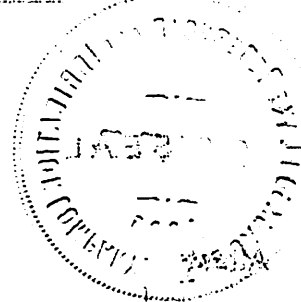
PAID IN FULL

6. The rights and remedies of the lender stated in this Assignment are in addition to any other rights the lender may have under the Loan Contract or any law.
7. This Assignment shall be binding upon Owner and its successors, assigns, trustees, and receivers.
8. This Assignment shall be construed in accordance with the laws of the State of Colorado.
9. The Owner and Lender specifically request the Bank to honor and accept this Assignment and its terms.

Executed this _____ day of _____, 2000.

Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By _____
Edward E. Fritzel, President



By _____
Steve Bollinger, Corporate Secretary

ACKNOWLEDGMENT BY BANK

By its officers signatory below, the Community First National Bank ("Bank") acknowledges that it has received a copy of the foregoing Assignment and agrees that upon notice from the Colorado Water Conservation Board ("CWCB") that the Owner is in default under its Loan Contract with the CWCB and that the CWCB is exercising its right under the Assignment to withdraw funds contained in the Certificate of Deposit, the Bank shall pay such funds directly to the CWCB until advised otherwise by the CWCB and the Owner. The Bank acknowledges that the Certificate of Deposit Account is a special deposit and that the funds deposited therein are to be used solely to secure Owner's loan from the CWCB, and waives any right of setoff it may have in and to the Account.

Community First National Bank

P.O. Box 550

Fort Morgan CO 80701

970/887-8384

By _____
President

Printed Name & Title _____

Date _____

Attest:

By _____

Deed of Trust

This indenture, made this 18th day of August 2000, between the Jackson Lake Reservoir and Irrigation Company, whose address is P.O. Box 38, Fort Morgan Colorado, 80701, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Weld, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed a promissory note, set forth in Contract No. C150043 (the Contract) for a loan in the principal sum of \$336,600 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 4% per annum, payable in 30 annual installments, in accordance with the terms of the Promissory Note, 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: The headgate of the Jackson Lake Reservoir and Irrigation company, located at a point on the North Bank of the South Platte River 900 feet South and 200 feet West of the center of the Southeast Quarter (SE1/4) of Section 18, Township 4 North, Range 61 West of the 6th P.M., Weld County, Colorado, 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, a copy of which notice shall be mailed



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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 encumbrance, 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.



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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 personal representatives 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 heirs 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.

Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

By Steve Bolinger
Steve Bolinger, Corporate Secretary

State of Colorado)
County of Morgan) SS

The foregoing instrument was acknowledged before me this 18 day of August 2000, by Edward E. Fritzler as President and Steve Bolinger as Corporate Secretary of the Jackson Lake Reservoir and Irrigation Company . Witness my hand and official seal.

Cynthia R. Vassio
Notary Public

My commission expires: June 7, 2004

PAID IN FULL

SECURITY AGREEMENT

DEBTOR: Jackson Lake Reservoir and Irrigation Company
P.O. Box 38
Fort Morgan, CO 80701

FEDERAL TAX NUMBER: 84-0236480

COUNTY: MORGAN (CODE: 15)

SECURED PARTY: State of Colorado - Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

COLLATERAL: Contract Rights (Code: 030)

DEBTOR, for consideration, hereby grants to SECURED PARTY a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor, hereinafter called the COLLATERAL: revenues derived from stock assessments pledged to repay the indebtedness on the amount loaned to DEBTOR by SECURED PARTY, as described in Pledge of Property provisions in Contract No. C150043 (CONTRACT), and all of DEBTOR's right to receive said assessment revenues.

To secure payment of the indebtedness evidenced by the Promissory Note between the above named parties herewith, payable to the SECURED PARTY, the loan amount of \$336,600 at an interest rate of 4% per annum for a repayment period of 30 years in accordance with said Promissory Note or until all principal, interest and late charges, if any, are paid in full.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby, DEBTOR is, or to the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be, 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 anytime 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. That, if DEBTOR is a corporation, its certificate and articles of incorporation and by-laws do not prohibit any term or condition of this agreement.
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. 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.
7. That the DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations, ordinances, articles of incorporation or by-laws.

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 the happening of any of the

Appendix 5 to Loan Contract C150043

SECURITY AGREEMENT

DEBTOR: Jackson Lake Hauling and Drilling Company

P.O. Box 38

Fort Morgan CO 80701

FEDERAL TAX NUMBER: 84-0336480

COUNTY: MORGAN (CODE: 15)

SECURED PARTY: State of Colorado - Colorado Water Conservation Board

1318 Sherman Street, Room 121

Denver, CO 80203

COLLATERAL: Contract Rights (Code: 030)

DEBTOR, for consideration, hereby grants to SECURED PARTY a security interest in the following property and any and all additions, accretions and substitutions therein or therein hereinafter called the COLLATERAL, revenues derived from such assessments pledged to repay the indebtedness on the amount loaned to DEBTOR by SECURED PARTY, as described in Pledge of Property provisions in Contract No. 015043 (Contract), and all of DEBTOR's right to receive said assessment revenues.

To secure payment of the indebtedness evidenced by the Promissory Note between the above named parties herewith, payable to the SECURED PARTY, the loan amount of \$336,600 at an interest rate of 4% per annum for a repayment period of 30 years in accordance with said Promissory Note or until all principal, interest and late charges, if any, are paid in full.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby, DEBTOR is, at the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be the owner of the COLLATERAL free from any adverse or security interest or encumbrance; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at anytime 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. That DEBTOR is a corporation, its certificate and articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be deemed to be seeking 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. To not permit or allow any adverse or security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be imposed or replevied.

7. That the DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations, ordinances, articles of incorporation or by-laws.

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 in this agreement upon the happening of any of the

following events or conditions:

- a. default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- b. 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;
- c. loss, theft, damage, destruction, sale or encumbrance to or of any of the COLLATERAL, or the making of any levy seizure or attachment thereof or thereon;
- d. 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 any guarantor or surety for DEBTOR.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, SECURED PARTY may declare all Obligations secured hereby immediately due and payable and 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. 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.

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 said 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 said SECURED PARTY shall retain its rights of set-off against DEBTOR.

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 heirs, executors or administrators or its successors or assigns. If there be more than one DEBTOR, their liabilities hereunder shall be joint and several.

Dated this 18th day of August 2000.

DEBTOR: Jackson Lake Reservoir and Irrigation
Company, a Colorado nonprofit corporation

By Edward E. Fritzler
Edward E. Fritzler, President

SEAL

ATTEST:

By Steve Bolinger
Steve Bolinger, Corporate Secretary