



COLORADO

Colorado Water Conservation Board

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

December 10, 2020

Costilla County Public Trustee
PO Box 348
San Luis, CO 81152

Subject: Releases of Deeds of Trust
Contract No. C-153755

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between Sanchez Ditch and Reservoir Company and the Colorado Water Conservation Board (CWCB). Also attached for your handling are the original Deed of Trusts along with the Promissory notes stamped "PAID IN FULL". Payments in the amount of \$28.00 each (total check for \$56.00), for fees, is enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope.

Should you have any questions, please contact me. Thank you for your assistance in this matter.

Very truly yours,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section
jessica.halvorsen@state.co.us
303-866-3441 X3247

Enclosures



Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

December 10, 2020	Date
Sanchez Ditch and Reservoir Company	Original Grantor (Borrower)
11733 Hwy 142	Current Address of Original Grantor,
San Acacio, CO 81151	Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
August 1, 1997	Date of Deed of Trust
February 11, 1998	Date of Recording and/or Re-Recording of Deed
212239	of Trust
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	Recording Information

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

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

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on (date) by*
Kirk Russell
Finance Section Chief
May 18, 2024 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

Signature/Date
Notary Public
Witness my hand and official seal

LAUREN CASS MIREMONT
Notary Public
(Notary State of Colorado
Notary ID # 20104038240
My Commission Expires 05-18-2024

RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label) (Public Trustee's Seal) Public Trustee
Deputy Public Trustee
(If applicable: Notary Seal)

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



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1 of 3 R 16.00 D 0.00 ROY D. MARTINEZ, COSTILLA

OF TRUST

This indenture, made this 1st day of AUGUST 1997, between **THE SANCHEZ DITCH AND RESERVOIR COMPANY**, whose address is Route 1, Box 215, San Acacio, CO 81150, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Costilla, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witneseth, that whereas, GRANTOR has executed a Promissory Note, which is a part of Contract C153755, as amended (the Contract) for a loan in the principal sum of \$335,000 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 interest rate of 3% per annum on the first \$200,000 and 3 $\frac{3}{4}$ % on the remaining \$135,000, payable in 25 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: an undivided one hundred percent (100%) interest in and to the Sanchez Dam and Reservoir and all appurtenant structures thereto, including all land underlying these facilities, as described as follows: *The land underlying and included within the high water line of the Sanchez Reservoir as shown on the Map and Statement of said Sanchez Reservoir filed in the Office of the State Engineer of Colorado on the 28th day of December 1908, numbered 5412, and the Map and Statement of the Sanchez Reservoir filed in the Office of the State Engineer of Colorado on April 18, 1910, numbered 7220, subject to all existing easements, the land covered hereby being limited to the land underlying and included within the high water line of the Sanchez Reservoir, and not including any land occupied by the Culebra-Sanchez Canal.*

Also, the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 2 North, Range 72 West, lying north and east of the dam of the Sanchez Reservoir and that part of the west half of the NW $\frac{1}{4}$ of Section 25, Township 2 North, Range 72 West, lying east of the high water line of the Sanchez Reservoir.

Also, the necessary rights of ingress and egress therefor, as contained in deeds of the owners of lands bordering on said reservoir, together with all easements and rights-of-way appurtenant thereto and all improvements thereon, including the dam, reservoir, measuring devices, spillway, outlet works, and all other physical and legal features known as Sanchez Reservoir, 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

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se, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, except for a lien held by U.S. Dept of Agriculture Farmer's Home Administration to secure a loan in the original principal amount of \$150,000 evidenced by a promissory note and mortgage both dated January 2, 1975, 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 by the GRANTOR, 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



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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.

GRANTOR: The Sanchez Ditch and Reservoir Company

By:

Jerry Lorenz, President

(SEAL)

ATTEST

By:

Secretary

State of Colorado

County of

Conjio

SS.

The foregoing instrument was acknowledged before me this 1st day of August 1997, by Jerry Lorenz, as President of the Sanchez Ditch and Reservoir Company. Witness my hand and official seal.

Notary Public

My commission expires 10-14-2000



PROMISSORY NOTE

Principal Amount: \$335,000

Term: 25 Years

Loan Contract: #C153755, as amended

Interest Rate: 3% on \$200,000 and 3¾% on \$135,000


Loan Payment: \$19,891.96

Date: AUGUST 1, 1997

1. **FOR VALUE RECEIVED**, the Sanchez Ditch and Reservoir Company ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("STATE"), the principal sum of \$335,000, of which \$200,000 is at an interest rate of three percent (3%) per annum on the outstanding balance and \$135,000 is at an interest rate of three and three-quarters percent (3¾%) per annum on the outstanding balance with an annual payment of \$19,891.96, for a term of 25 years or until paid in full, pursuant to Loan Contract #C153755, as amended ("LOAN CONTRACT").
2. The first payment shall be due one year from the date the STATE determines that the PROJECT described in the LOAN CONTRACT has been substantially completed, and annually thereafter until the entire principal sum and any accrued interest shall have been paid in full.
3. All payments received shall be applied first to accrued interest and then to the retirement of the principal. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. This Note may be prepaid in whole or in part at any time without premium or penalty, with prepayments applied first to any accrued interest and then to reduce the principal amount. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
5. This Note is issued pursuant to the LOAN CONTRACT, as amended, 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 which may become due hereunder. The security interests, evidenced by a Security Agreement, a Deed of Trust, an Assignment of Certificates of Deposit, and an Assignment of Deposit Account as Security, cover certain revenues, real property and accounts of the BORROWER. The LOAN CONTRACT, Security Agreement, Deed of Trust, Assignment of Certificates of Deposit and Assignment of Deposit Account as Security grant additional rights to the STATE, including the right to accelerate the maturity of this Note in certain events.
6. If any payment of principal or interest is not paid promptly when due or any default under the LOAN CONTRACT or the Security Agreement or Deed of Trust or Assignment of Certificates of Deposit or Assignment of Deposit Account as Security securing this Note occurs, the STATE may declare the entire outstanding principal balance of the Note, and all accrued interest, immediately due and payable, without notice or demand, and the indebtedness shall bear interest at the rate of 15% per annum from the date of default.
7. 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 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.
8. This Note shall be governed in all respects by the laws of the State of Colorado.


BORROWER: The Sanchez Ditch and Reservoir Company

By


Jerry Lorenz, President

SEAL

Attest By


Secretary

PROMISSORY NOTE

Principal Amount: \$200,000
Term: 25 Years
Loan Contract: #C153755

Interest Rate: 3%
Loan Payment: \$11,485.57
Date: ~~March~~ April 10, 1997

1. FOR VALUE RECEIVED, the Sanchez Ditch and Reservoir Company ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("STATE"), the principal sum of \$200,000 with annual payments of \$11,485.57 based on the interest rate of three percent (3%) per annum on the outstanding principal balance for a term of 25 years, or until paid in full, pursuant to Loan Contract #C153755 ("LOAN CONTRACT").
2. The first installment shall be due one year from the date the STATE determines that the PROJECT described in the LOAN CONTRACT has been substantially completed, and annually thereafter until the entire principal sum and any accrued interest shall have been paid in full.
3. All payments received shall be applied first to accrued interest and then to the retirement of the principal. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. This Note may be prepaid in whole or in part at any time without premium or penalty, with prepayments applied first to any accrued interest and then to reduce the principal amount. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
5. 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 which may become due hereunder. The security interests, evidenced by a Security Agreement dated April 10, 1997, a Deed of Trust dated April 6, 1997, and an Assignment of Certificate of Deposit dated April 11, 1997, cover certain revenues, real property and accounts of the BORROWER. The LOAN CONTRACT, Security Agreement, Deed of Trust and Assignment of Certificate of Deposit grant additional rights to the STATE, including the right to accelerate the maturity of this Note in certain events.
6. If any payment of principal or interest is not paid promptly when due or any default under the LOAN CONTRACT or the Security Agreement or Deed of Trust or Assignment of Certificate of Deposit securing this Note occurs, the STATE may declare the entire outstanding principal balance of the Note, and all accrued interest, immediately due and payable, without notice or demand, and the indebtedness shall bear interest at the rate of 15% per annum from the date of default.
7. 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 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.
8. This Note shall be governed in all respects by the laws of the State of Colorado.

PAID IN FULL

BORROWER: The Sanchez Ditch and Reservoir Company

By

Jerry Lorenz
Jerry Lorenz, President

Attest:

By

Gerald Mathes

Appendix B to Contract #C153755

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

December 10, 2020	Date
Sanchez Ditch and Reservoir Company	Original Grantor (Borrower)
11733 Hwy 142	Current Address of Original Grantor,
San Acacio, CO 81151	Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
March 25, 2013	Date of Deed of Trust
November 18, 2013	Date of Recording and/or Re-Recording of Deed
279747	of Trust
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	Recording Information

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

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

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder
Signature/Date 12/15/20

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on (date) by*
Kirk Russell
Finance Section Chief
May 18, 2024 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

LAUREN CASS MIREMONT
Notary Public
State of Colorado
Notary ID # 20104038240
My Commission Expires 05-18-2024
Notary Public Witness my hand and official seal

RELEASE OF DEED OF TRUST
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and
WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;
NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label) (Public Trustee's Seal) Public Trustee
Deputy Public Trustee
(If applicable; Notary Seal)

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



AMENDMENT NO.2 TO DEED OF TRUST

Date: March 25, 2013
Grantor (Borrower): Sanchez Ditch and Reservoir Company
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: August 1, 1997
Recording Date of Deed of Trust: February 11, 1998
County of Recording ("County"): Costilla County
Deed of Trust Recording Information: 212239 B352 P7 (3 pages)
Original Loan Contract: C153755, dated May 7, 1997, as amended
September 3, 1997 and March 5, 2013
Promissory Note: Dated March 25, 2013, principal amount of
\$200,893.57, interest rate combined: 3%
per annum on \$117,757.34 and 3.75% per
annum on \$83,136.23, for a term of 9 years,

This AMENDMENT NO.2 TO ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

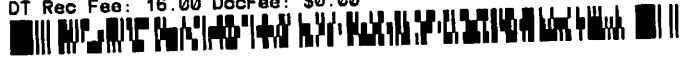
Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect the revised term of repayment, as described above.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This AMENDMENT NO.2 TO DEED OF TRUST, APPENDIX B, to LOAN CONTRACT (C153755) AMENDMENT NO.2, dated March 25, 2013, shall supplement and operate in conjunction with the ORIGINAL DEED OF TRUST dated August 1, 1997 and incorporated herein by reference.
2. The Grantor has executed an AMENDMENT NO.2 TO PROMISSORY NOTE dated March 25, 2013, to secure the repayment of the indebtedness evidenced by CONTRACT NO. C153755, dated May 7, 1997, as amended on September 3, 1997 and March 25, 2013 for the total principal sum of \$200,893.57, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 721, Denver, CO 80203, payable in 9 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

279747

Mon Nov 18 16:58:59 MST 2013 B: 440 P: 0940
Karen Garcia Costilla County Recorder Page 2 of 2
DT Rec Fee: 16.00 DocFee: \$0.00



5. Executed on the date first written above.

(SEAL)



GRANTOR:

Sanchez Ditch and Reservoir Company,
a Colorado nonprofit corporation

By Tom Caldon
Signature

Name Tom Caldon

Title Secretary

Date 8/14/13

ATTEST:

By Jerry Lorenz
Signature

Name Jerry Lorenz

Title President

Date 8/14/13

State of Colorado)
County of Costilla) ss.



The foregoing instrument was acknowledged before me on Aug. 14th, 2013, by
Tom Caldon (Name) as Secretary (Title) and

Jerry Lorenz (Name) as President (Title) of the Sanchez Ditch and
Reservoir Company. Witness my hand and official seal.

Annette M. Carino
Notary Public

My commission expires 12/14/14

Return recorded document to: CWCB Finance Section, Attn: Peg Mason,
Contracts Manager, 1313 Sherman St., Suite 721, Denver CO 80203 (Phone
Number 303-866-3441 ext. 3227)

AMENDMENT NO.2 TO PROMISSORY NOTE

Date: March 25, 2013

Borrower: Sanchez Ditch and Reservoir Company

Principal Amount: \$ 200,893.57

Interest Rate: 3% per annum on \$117,757.34 and 3.75% per annum on \$83,136.23

Term of Repayment: 9 years

Loan Contract No.: C153755, dated May 7, 1997, as amended September 3, 1997 and March 25, 2013

Loan Payment: As of September 2012 the annual payment will be \$19,900.35 for five (5) years. For the remaining years the annual payment will increase to \$34,900.35 until the loan is paid in full.

Payment Initiation Date*: September 3, 2011

Maturity Date*: September 3, 2020

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

PAID IN FULL

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE (NOTE).
2. This AMENDMENT NO.2 TO PROMISSORY NOTE, dated March 25, 2013 replaces and supersedes the PROMISSORY NOTE dated August 1, 1997, in the principal amount of \$335,000.
3. The BORROWER has paid the September, 2012 annual payment of \$19,900.35. As of September 2012, the annual payment will be \$19,900.35 for five (5) years. For the remaining years the annual payment will increase to \$34,900.35 until the loan is paid in full. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.

Appendix B to Amendment No. 2 Loan Contract C153755

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. Said security interests are evidenced by a SECURITY AGREEMENT, APPENDIX D-2, DEED OF TRUST, APPENDIX E-2, ASSIGNMENT OF CERTIFICATED OF DEPOSIT, APPENDIX F-2, ASSIGNMENT OF DEPOSIT ACCOUNT AS SECURITY, APPENDIX G. ("SECURITY INSTRUMENTS") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and SECURITY INSTRUMENTS grant additional rights to the CWCB, including the right to accelerate the maturity of this NOTE in certain events.
9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this NOTE occurs, the CWCB may declare the entire outstanding principal balance of the NOTE, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this NOTE.
10. The BORROWER and any co-signer or guarantor hereby agree that if this NOTE or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
11. This NOTE shall be governed in all respects by the laws of the State of Colorado.

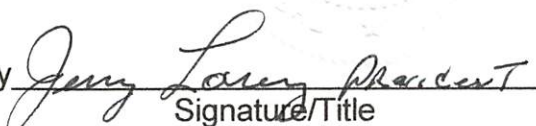
BORROWER:

Sanchez Ditch and Reservoir Company

(S E A L)

Attest:

By 
Signature/Title

By 
Signature/Title

Date 8-13-13

Date 8-13-13

Appendix B to Amendment No.2
Loan Contract C153755

AMENDMENT NO.2 TO SECURITY AGREEMENT

DEBTOR: SANCHEZ DITCH AND RESERVOIR COMPANY
SECURED PARTY: COLORADO WATER CONSERVATION BOARD
DATE OF ORIGINAL SECURITY AGREEMENT: AUGUST 4, 1997
ORIGINAL PROMISSORY NOTE: \$335,000 DATED AUGUST 1, 1997, INTEREST RATE COMBINED 3.00% PER ANNUM ON \$200,000 AND 3.75% ON \$135,000 WITH AN ANNUAL PAYMENT OF \$19,900.35 FOR A PERIOD OF 25 YEARS OR UNTIL PAID IN FULL.
ORIGINAL LOAN CONTRACT: C153755, dated May 7, 1997, as amended September 3, 1997 and March 25, 2013

1. Pursuant to the Board's approval of an annual loan payment deferral, the September 2011 annual loan payment of \$19,900.35 and the interest of \$6,434.75 were deferred by CWCB. The unpaid interest was added to the loan principal changing the new loan principal amount to \$200,893.57.
2. The Parties expressly agree that this Amendment is supplemental to the Security Agreement dated August 4, 1997, of the ORIGINAL CONTRACT and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

Amended Loan Contract: Amendment No. 1 to Loan Contract No. C153755
Replacement Promissory Note: \$200,893.57, as of September 2013 the annual payment will be \$19,900.35 for five (5) years. For the remaining years the annual payment will increase to \$34,900.35 until the loan is paid in full.

Date of Amended Security Agreement: March 25, 2013

DEBTOR: SANCHEZ DITCH AND RESERVOIR COMPANY

By Tom Calahan Secretary
Signature/Title

Date 8-13-13

ATTEST:

By Jerry Loney President
Signature/Title

Date 8-13-13

**Appendix C to Amendment No.1
Loan Contract C153755**