



STATE OF
COLORADO

Halvorsen - DNR, Jessica <jessica.halvorsen@state.co.us>

Re:

1 message

Mason - DNR, Peg <peg.mason@state.co.us>
To: Rick Ferguson <rferguson@weldgov.com>
Cc: "Halvorsen - DNR, Jessica" <jessica.halvorsen@state.co.us>

Mon, Feb 8, 2021 at 11:59 AM

Thank you~

Peg Mason, Contracts Manager
Colorado Water Conservation Board
1313 Sherman St., Room 718, Denver, CO 80203
303-866-3441 ext.3227
peg.mason@state.co.us

On Mon, Feb 8, 2021 at 11:58 AM Rick Ferguson <rferguson@weldgov.com> wrote:

Hello,

The Public Trustee can not release a Deed of Trust that is not in Weld County. We have been told that you may record the Deed of Trust in the correct county then release that Deed of Trust or partial and record the original release signed by the Public Trustee of the county that the property is in Weld County. The Public Trustee of the incorrect would not be involved in the transaction at all. We cannot give legal advice you may want to check with legal council for more advice.

Thank you,

Rick Ferguson
Chief Deputy Public Trustee
1400 N. 17th Ave.
PO Box 458
Greeley, CO 80632
rferguson@weldgov.com
970-400-3246

From: Halvorsen - DNR, Jessica <jessica.halvorsen@state.co.us>
Sent: Monday, February 8, 2021 11:48 AM
To: Rick Ferguson <rferguson@weldgov.com>
Cc: Peg Mason - DNR <peg.mason@state.co.us>
Subject:

Caution: This email originated from outside of Weld County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rick,

We spoke last week regarding a Deed of Trust recorded to Weld County by mistake. I spoke with our Contract Manager, Peg Mason cc'd on this email and this is the information needed on our end.

The Colorado Water Conservation Board (CWCB) incorrectly sent a Deed of Trust to your county for recording. The property is not located in Weld County, but in Morgan and Larimer Counties. The Weld County recording number is 4660521, 3 pages, for Fort Morgan Farms, the recording date is December 14, 2020.

Since the property is not located in your county and cannot be released from Weld County, would you please explain, in an email response, how Weld County would handle a request for release from CWCB?

Please let me know if you have any questions or concerns. I really appreciate all your help on this.

Thank you,

Jessica Halvorsen

Loan & Grant Program Assistant

[Redacted]

P 303-866-3441 x 3247 | F 303-866-4474

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

jessica.halvorsen@state.co.us | cwcb.state.co.us

[Redacted]

APPENDIX 6, DEED OF TRUST

Date: 11/20/2020
Grantor: Fort Morgan Farms, LLC.
Beneficiary: Colorado Water Conservation Board
County: Weld
Total Loan Amount: \$9,071,820.00
Loan Contract Number: CT2021-2222
Terms of Repayment: 1.30% per annum interest for 30 years
Pledged Property: Colorado-Big Thompson (CB-T) contractual rights (182 shares) for water administered by the Northern Water Conservancy District (Northern Water).

This indenture is between the Grantor, and the Public Trustee of the above referenced County, State of Colorado ("Public Trustee").

FACTUAL RECITALS

1. The Grantor has executed a Promissory Note of even date and amount, set forth in the Loan Contract, for a loan in the Total Loan Amount to be repaid to the Beneficiary, with Terms of Repayment and in accordance with the Promissory Note or until loan is paid in full.
2. The Grantor is desirous of securing payment of the Total Loan Amount and interest of said Promissory Note to the Beneficiary.

The Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the above described Pledged Property.

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

The Grantor covenants that at the time of the delivery of these presents, it is well seized of the Pledged Property in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The Grantor fully waives and releases all rights and claims it may have in or to said Pledged Property as a Homestead Exemption or other exemption, now or hereafter provided by law. The Grantor further covenants that the Pledged Property is free and clear of all liens and encumbrances whatever and that the Grantor shall warrant and forever defend the Pledged 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.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the Pledged Property; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the Pledged Property insured in accordance with the requirements of the Loan

Contract. In the event of the sale or transfer of the Pledged Property, the Beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or Loan Contract, by the Grantor, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the Beneficiary, become due and payable, and the said Pledged 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 Promissory Note and Loan Contract shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed the day and date first written above.

Grantor: Fort Morgan Farms, LLC

By:

Signature

Name:

Robert Graves

Title:

Member

Date:

November 20, 2020

Attest:

By

Kurt E Spears

Signature

Name

Kurt E Spears

Title

Finance Officer

Date

11-20-2020

Notary Required

State of Colorado)

) ss.

County of LARIMER)

The foregoing instrument was acknowledged before me on NOVEMBER 20th, 2020, by

ROBERT GRAVES (Name) as MEMBER (Title) and

KURT SPEARS (Name) as FINANCE OFFICER (Title) of the Fort Morgan Farms, LLC.

Witness my hand and official seal.

ALAN M. OVERTON
STATE OF COLORADO - NOTARY PUBLIC
Comm. No. 20074038239
My Commission Expires October 10, 2023

Notary Public Signature

My commission expires OCT. 10, 2023

(SEAL.)

(Colorado Water Conservation Board will record the Deed of Trust with the County.)