



## COLORADO

### Colorado Water Conservation Board

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

March 8, 2021

Logan County Public Trustee  
315 Main Street  
Sterling, CO 80751

Subject: CWCB Loan Contract C150191 - Partial Release of Deed of Trust

This refers to the attached Request for a Partial Release of Deed of Trust relative to an agreement between Buffalo Farms Water Development, LLC and the Colorado Water Conservation Board (CWCB). Also attached for your handling is the original Deed of Trust, dated January 1, 2005. Payment in the amount of \$28.00, for fees, is enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope.

Should you have any questions, please contact me at Telephone No. (303) 866-3441 ext. 3247. Thank you for your assistance in this matter.

Sincerely,

Jessica Halvorsen  
Loan & Grant Program Assistant  
Finance Section

Enclosures





## COLORADO

### Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

March 4, 2021

Mr. Mike Goss, Manager & Mr. Kevin Vollmer, Manager  
Buffalo Farms Water Development LLC  
1743 CR 25, Merino, CO 80741  
[trimntime@msn.com](mailto:trimntime@msn.com)

Re: Partial Release of Goss Property, CWCB Loan Contract No. C150191  
Logan County - Deed of Trust #678733, Recorded 09/18/2006

Dear Mr. Goss & Mr. Vollmer:

Staff received a letter from you dated February 22, 2021, requesting the partial release of the property listed in the subject DOT. It is our understanding that the property is still owned by Mike Goss and his wife Tamara and is free and clear of any additional encumbrances. As you are aware, the CWCB has additional collateral for the same loan recorded in Logan County. This includes: DOT #678734 recorded 09/18/2006 and DOT #678735 recorded 09/18/2006.

Staff has reviewed the loan documents including: repayment history, remaining balance, the recorded Deeds of Trust, and a recent appraisal dated April 20, 2020, prepared by US Appraisal Service of Colorado, LLC in making its determination.

The request is for the release of approximately 2/3 of the property used as the Goss' prorated portion of the loan collateral. The loan has 5 years of payments remaining of the original 20 years. The current loan balance is approximately \$97,000. The Goss' portion of the remaining balance is approximately \$32,000. A general description of the Goss' collateral is three quarter-quarter sections of irrigated land totaling approx. 134 acres and is currently valued at over \$1,000,000. It is located in Section 13, 14, and 24, T6N, R54W, 6<sup>th</sup> PM, in Logan County. The irrigated land is appraised at \$6,000/ac so if the CWCB retains the 36 acres of irrigated land in Section 24 as collateral as defined by section lines and the Farmers Pawnee Ditch, it will remain adequate to protect the CWCB. (36ac x \$6,000 = \$216,000).

The CWCB will request Logan County to provide a partial release of real property located in the Southwest 1/4 of Section 13 and the real property located in the East 1/2 of the Southeast 1/4 of Section 14, in the Township 6 North Range 54 West, of the 6th P.M., Logan County, Colorado.

If you have any questions don't hesitate to contact our office.

Sincerely,

Kirk Russell, P.E., Chief  
Finance Section





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


March 4, 2021	Date
Michael J. and Tamara R. Gross	Original Grantor (Borrower)
6933 Sedgwick Drive	Current Address of Original Grantor,
Fort Collins, CO 80525	Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
January 1, 2005	Date of Deed of Trust
September 18, 2006	Date of Recording and/or Re-Recording of Deed
678733	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  
Logan 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.)

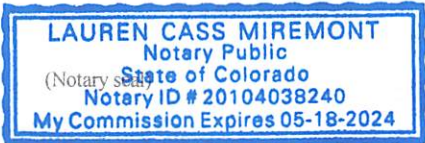

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described 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)**

This is a release of real property located in the Southwest ¼ of Section 13 and the real property located in the East ½ of the Southeast ¼ of Section 14, in the Township 6 North, Range 54 West, of the 6<sup>th</sup> P.M., Logan County, Colorado

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  
 3/4/21  
Signature/Date

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

  
  
Notary Public Witness my hand and official seal

RELEASE OF DEED OF TRUST

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

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

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

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

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

My Commission Expires 08-18-2012  
Notary ID # 20104038240  
State of Colorado  
Notary Public  
LAUREN CASS MIREMONT



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## Deed of Trust

DATE: January 1, 2005  
GRANTOR: MICHAEL J. AND TAMARA R. GOSS  
BENEFICIARY: COLORADO WATER CONSERVATION BOARD  
COUNTY: LOGAN  
PRINCIPAL LOAN AMOUNT: \$195,435  
LOAN CONTRACT: Loan Contract No. C150191, dated January 1, 2005  
TERMS OF REPAYMENT: 2.25% per annum for 20 years  
COLLATERAL: An undivided one-hundred percent interest in certain real property comprising approximately 134 acres of sprinkler-irrigated farmland located in ~~W1/2~~SW1/4 Section 13, E1/2NE1/4SE1/4 of Section 14, and W1/2NW1/4 of Section 24, T6N, R54W, 6<sup>th</sup> P.M., Logan County, Colorado, as more particularly described in Attachment 1.

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

### FACTUAL RECITALS

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

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

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

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all



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rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

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

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Promissory Note and LOAN CONTRACT shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

Michael Goss, a Colorado individual

By Michael J. Goss  
Michael J. Goss

Tamara R. Goss, a Colorado individual

By Tamara R. Goss  
Tamara R. Goss

(SEAL)

County of Logan

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) SS  
)

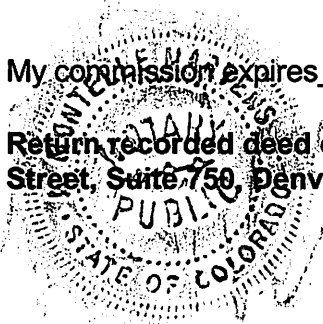
State of Colorado

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January 2005, by Michael Goss and Tamara R. Goss. Witness my hand and official seal.

Michael J. Goss Notary Public

My commission expires 12-19-06

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



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# Attachment 1

**Deed of Trust dated January 1, 2005**

**Grantor: Michael J. and Tamara R. Goss**

**Beneficiary: Colorado Water Conservation Board**

## DESCRIPTION OF COLLATERAL

The tract of land located in the Southwest  $\frac{1}{4}$  of Section 13, the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 14, and in the Northwest  $\frac{1}{4}$  of Section 24, all in Township 6 North, Range 54 West, of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado and being more particularly described as follows:

Beginning at the Northwest corner of said Section 24 and considering the West line of the Northwest  $\frac{1}{4}$  of Section 24 to bear North  $00^{\circ}42'40''$  West with all bearings herein relative thereto:

Thence North  $01^{\circ}09'22''$  West, 509.91 Feet;  
Thence North  $43^{\circ}15'23''$  West, 487.39 Feet;  
Thence North  $10^{\circ}01'47''$  West, 761.90 Feet;  
Thence North  $00^{\circ}02'15''$  West, 1016.87 Feet;  
Thence North  $89^{\circ}58'21''$  East, 465.48 Feet;  
Thence South  $71^{\circ}28'13''$  East, 158.22 Feet;  
Thence North  $89^{\circ}53'58''$  East, 923.67 Feet;  
Thence South  $06^{\circ}07'35''$  East, 2578.61 Feet;  
Thence South  $88^{\circ}45'08''$  East, 205.97 Feet;  
Thence South  $24^{\circ}49'30''$  West, 435.81 Feet;  
Thence South  $28^{\circ}19'50''$  West, 220.09 Feet;  
Thence South  $35^{\circ}08'37''$  West, 703.22 Feet;  
Thence South  $35^{\circ}10'46''$  West, 1096.33 Feet;  
Thence North  $88^{\circ}16'03''$  West, 193.54 Feet to a point on the West line of the Northwest  $\frac{1}{4}$  of said Section 24;  
Thence along said West line of the Northwest  $\frac{1}{4}$  of Section 24, North  $00^{\circ}42'40''$  West, 2039.61 Feet to the point of beginning.

The above described tract contains 133.776 acres, more or less.

Note: The above described survey is taken from an Area Survey dated January 13, 2005 by Robert D. Thomas, P.L.S. 11399, and incorporated by reference into the Colorado Water Conservation Board Loan Contract No. C150191, dated January 1, 2005



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## **AMENDMENT NO. 1 TO DEED OF TRUST**

Date: January 6, 2006  
Grantor (Borrower): Michael J. and Tamara R. Goss  
Beneficiary (Lender): Colorado Water Conservation Board  
Date of Deed of Trust: January 1, 2005  
County of Recording ("County"): Logan  
Loan Contract: C150191, dated January 1, 2005,  
amended January 6, 2006  
Promissory Note: \$277,245, 2.25%, 20 Years, dated  
January 6, 2006

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

The Original Deed of Trust, Appendix 5a to Contract No. 150191 dated January 1, 2005, secured repayment of the indebtedness evidenced by Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Based upon increases in construction costs, Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the revised loan payment amount.

NOW THEREFORE, the CWCB and Grantor agree that:

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

The Grantor, through the Buffalo Farms Water Development, LLC, an entity of which the Grantor is a member, has executed a Promissory Note dated January 6, 2006, to secure the repayment of the indebtedness evidenced by Contract No. C150191, dated January 6, 2006, as amended on January 6, 2006 for the total principal sum of \$277,245, 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 1580 Logan Street, Suite 750, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

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

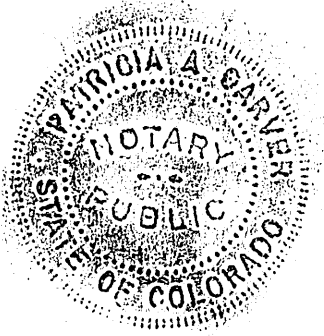
## **Appendix D**

### **Loan Contract C150191 Amendment No. 1**



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Executed on the date first written above.



Michael Goss, a Colorado individual

By

Michael J. Goss  
Michael J. Goss

Tamara R. Goss, a Colorado individual

By

Tamara R. Goss  
Tamara R. Goss

County of ~~Logan~~ MORGAN

)

) SS

State of Colorado

)

The foregoing instrument was acknowledged before me this 23 day of Jan.  
2006, by Michael Goss and Tamara R. Goss. Witness my hand and official seal.

Patricia A. Carver Notary Public

My commission expires 02-16-06

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

**Appendix D**  
**Loan Contract C150191 Amendment No. 1**

9:45

#31.1  
SCANNED, INDEXED  
AND COMPARED

John Enns

6p

#1

Colorado Water Conservation Board  
1580 Fagan Street, Suite 750  
Denver CO 80203.

