



COLORADO

Colorado Water Conservation Board

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

March 8, 2021

Reorganized Farmers Ditch Company
PO Box 211
Windsor, CO 80550

Subject: Loan Contract No. OEP1
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Reorganized Farmers Ditch Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. OEP1. 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



LAUREN CASS MIRENKO
No. 214
214-01-00000
214-01-00000
My Commission Expires 12/31/2024

1981 APR 26 PM 4:01

Recorded at _____ o'clock _____ M.,
Reception) 10 07 1944

STATE OF COLORADO
Recorder

THIS DEED, Made this 21st day of April, 19 81.

between FARMERS IRRIGATING DITCH AND RESERVOIR
COMPANY, a Colorado corporation

County of Larimer and State of Colorado, of the first part, and
COLORADO WATER CONSERVATION BOARD
 whose legal address is 823 State Centennial Building,
 1313 Sherman Street, Denver, Colorado 80203
 of the County of Denver and State of
 Colorado, of the second part:

STATE DOCUMENTARY FEE

APR 29 1981

Exempt

WITNESSETH, That the said party of the first part, for and in consideration of
 **Ten Dollars and other valuable considerations----- DOLLARS
 to the said party of the first part in hand paid by said party of the second part, the receipt whereof is
 hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does
 grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns for-
 ever, all the following described lot or parcel of land, situate, lying and being in the
 County of Larimer and State of Colorado, to wit:

An undivided one-half (1/2) interest in and to facilities of party of the first part to be repaired, replaced or reconstructed in the Diversion Works and 500 feet of Canal, together with land and rights of said facilities, located in the NE $\frac{1}{4}$ of Section 23, Township 5 North, Range 69 West of the 6th P.M., said Diversion Works being located at a point 640 feet South and 300 feet West of the Northeast Corner of said Section 23, and said Canal running Northeasterly therefrom.

also known as street and number

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said part y of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the said part y of the second part, its ~~heirs~~ ^{successors} and assigns forever. And the said part y of the first part, for its self if its ~~successors~~ ^{successors} and administrators, des covenant, grant, bargain, and agree to and with the said part y of the second part, its ~~heirs~~ ^{successors} and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and ha s good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind of nature soever. except subject to taxes, agreements, restrictions, reservations, covenants and easements of record, and existing easements, if any

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set its hand and seal the day and year first above written.

ATTEST:

Secretary

FARMERS IRRIGATING DITCH AND
RESERVOIR COMPANY.

(SEAL)

BY:

President

(SEAL)

STATE OF COLORADO.

SS

County of Larimer

The foregoing instrument was acknowledged before me this

day of

19 81, by T. M. McKee as President and F. Ray DeGood as Secretary of
Farmers Irrigating Ditch and Reservoir Company. Witness my hand and official seal.

My commission expires: 6-10-83

Notary Public

MAY 08 1981

DEPARTMENT OR AGENCY NUMBER
CONTRACT ROUTING NUMBER

Extra Copy

DEP 1

only copy we have

\$109,000.00

CONTRACT

THIS CONTRACT, made this 1st day of February 1981, by and between the State of Colorado for the use and benefit of the Department of Military Affairs, Division of Disaster Emergency Services, and the Department of Natural Resources, Colorado Water Conservation Board, hereinafter referred to as the State, and Farmers Irrigating Ditch and Reservoir Company, 325 East 7th Street, Loveland, Colorado 80537 hereinafter referred to as the contractor,

WHEREAS, 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 _____, G/L Account Number _____, Contract Encumbrance Number _____; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Governor of the State of Colorado declared that an emergency disaster existed in the State of Colorado under Proclamations of May 10, 1980 and May 30, 1980, which state of disaster was renewed on June 30, 1980; and

WHEREAS, by Executive Order dated May 30, 1980, and renewed on June 30, 1980, the Governor suspended the operation of regulatory statutes, rules, regulations, and orders relating to the implementation of procedures developed by the Division of Disaster Emergency Services for disbursing monies for repairs to irrigation systems located in Larimer, Weld, Logan, Morgan, Sedgwick, and Washington Counties and in particular, CRS 1973, 37-60-121, 122, and 123, as amended, which relate to the Colorado Water Conservation Board Construction Fund, and CRS 1973, 24-30-202, as amended, together with all rules, regulations, and orders promulgated thereunder which relate to fiscal procedures for execution of contracts by the State; and

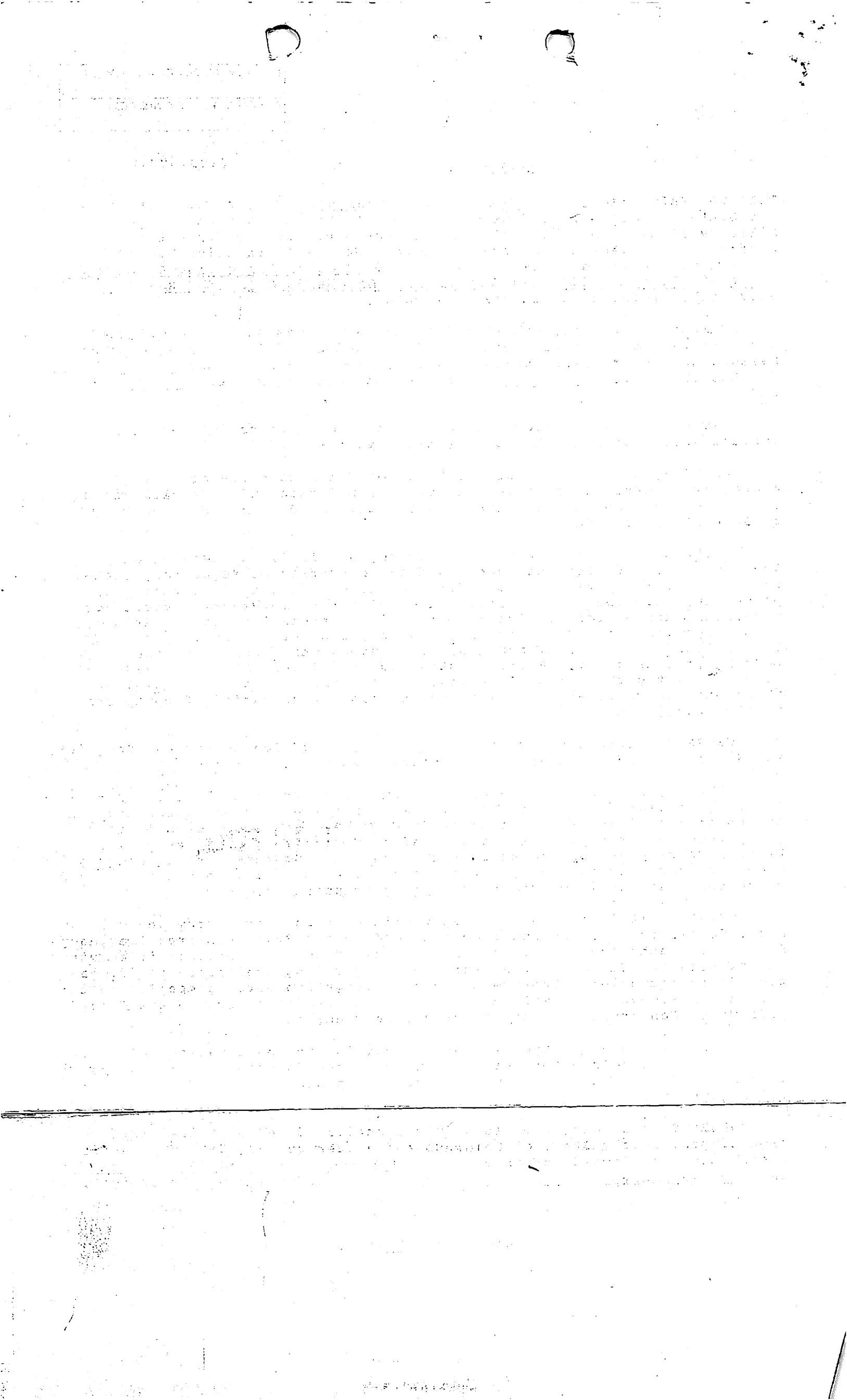
WHEREAS, irrigation systems in Larimer, Weld, Logan, Morgan, Sedgwick, and Washington Counties are in immediate need of repair; and

WHEREAS, pursuant to the Disaster Emergency Proclamations and Directives of the Division of Disaster Emergency Services issued thereunder, the office of the Director of the Colorado Water Conservation Board is to repair, rebuild, or replace flood damaged or destroyed facilities of irrigation ditch company applicants located within the State Disaster declared Counties requiring emergency action to restore essential services provided by these quasi public carriers as rapidly as possible; and

WHEREAS, it is agreed that funds will be transferred from the Colorado Water Conservation Board Construction Fund to the State Disaster Emergency Fund under authority of the Governor. These funds will be identified within the Disaster Emergency Fund for use in providing assistance to irrigation ditch companies. Repayments by the irrigation ditch companies to the Disaster Emergency Fund will automatically be credited back to the Colorado Water Conservation Board Construction Fund; and

WHEREAS, the guidelines for assistance in the conservation and utilization of Colorado's water resources through the Colorado Water Conservation Board Construction Fund will be used to process applications from ditch company applicants; and

WHEREAS, the Contractor is a duly constituted and organized irrigation company in the State of Colorado and agrees to undertake the repair, replacement or reconstruction of the Diversion Works and 500 feet of Canal in Larimer County, a principal component of the irrigation



system owned by the Contractor which repair, replacement or reconstruction, which includes the work items and materials described on the letter Report attached hereto as Appendix "A", is estimated to cost approximately, Two Hundred Thirty-Five Thousand Dollars (\$235,000); and

WHEREAS, the State, through the Colorado Water Conservation Board, has agreed to repair, replace or reconstruct the said project and to sell the same to the Contractor upon mutually agreeable terms and conditions; and

WHEREAS, pursuant to policy established by the Colorado Water Conservation Board and from funds appropriated by the General Assembly, the State will expend the sum of One Hundred Nine Thousand Dollars (\$109,000) for the repair, replacement and reconstruction of the project; and

WHEREAS, the Contractor has available from its own sources sufficient funds to repair, replace or reconstruct the remainder of the project.

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby agreed by the parties hereto as follows:

A: The Contractor agrees that it will:

1. Cause said project to be constructed within one year of the date of this contract in accordance with project plans and specifications approved by the State and any necessary modification hereof prepared by it and also approved by the State, or unless such time is extended by the State, or unless such time is insufficient because of the acts of God or other acts or failure to act beyond the control of the Contractor.

2. Convey to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, by appropriate deed or conveyance an undivided one-half interest to facilities to be repaired, replaced or reconstructed in the Diversion Works and 500 feet of Canal, together with land and rights of the said facilities, all located in Larimer County, State of Colorado.

3. Permit periodic inspection of construction by the authorized representatives of the State during construction and permit the State to review and approve or disapprove any contract for the construction of the project or the performance of work pursuant to such contracts or sub-contracts, except that this provision shall not apply to work heretofore accomplished by the Contractor.

4. Without expense to the State, manage, operate and maintain the project system continuously and in an efficient and economical manner, and assume all legal and financial liability for such management, operation and maintenance.

5. Make the services of such project available within its capacity to all stockholders of the Contractor without discrimination as to race, color, religion, or natural origin at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, as may be formally adopted by the Contractor through its board of directors, and as may be modified from time to time by the Contractor. The initial rate schedule must be approved by the State. Thereafter, the Contractor may make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory and subject to the approval by the State.

6. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair services, obsolescence reserves, debt service, and debt reserves.

7. Provide the state with such periodic reports as it may require and permit periodic inspections of its operation and accounts by a designated representative of the State. The Colorado Water Conservation Board,



THE FIRST PART OF THE BOOK IS A HISTORY OF THE
CITY OF NEW YORK FROM ITS FOUNDATION
TO THE PRESENT TIME. IT IS A
COMPREHENSIVE AND INTERESTING
WORK, AND IS WELL WORTH A
READ.

THE SECOND PART OF THE BOOK IS A
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its agents and employees, is hereby designated as the agent of the State for the purposes of this contract.

8. Purchase from the State all of the State's right, title, and interest in said project and any facilities thereof at a total purchase price of One Hundred Eighty-Eight Thousand Six Hundred Dollars (\$188,600) payable in annual installments of Forty-Seven Hundred Fifteen Dollars (\$4,715) each, which first installment shall be due and payable on February 1, 1982, and yearly thereafter until the entire principal sum shall have been paid. Said annual installment payment shall be made payable to the Division of Disaster Emergency Services in the offices of said Services in Golden, Colorado. Such payments, will automatically be credited back to the Colorado Water Conservation Board Construction Fund.

B. Upon default in the payments herein set forth to be made by the Contractor, or in the performance of any covenant or agreement contained herein, the State, at its option, may (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Contractor incur and pay reasonable expenses for repair, maintenance, and operation of the water system herein described and such other reasonable expenses as may be necessary to cure the cause of default; and/or (c) take possession of the system, repair, maintain, and operate or lease it. The provisions of this contract may be enforced by the State, at its option without regard to prior waivers by it of previous defaults by the Contractor 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 insure compliance with provisions of this contract and the laws and regulations under which this contract is made.

C. The State agrees that it will:

1. Make available to the Contractor for the purpose of this contract the sum of One Hundred Nine Thousand Dollars (\$109,000). Said One Hundred Nine Thousand Dollars (\$109,000) shall be made available to the Contractor in accordance with the following terms, schedule and conditions.

(a) Beginning with the monthly period commencing February 1, 1981 and for every month thereafter until the project has been completed, the Contractor shall prepare an estimate of the funds required from the State for project construction during that month and shall forward said estimates to the State not less than fifteen (15) days prior to the beginning of such month.

(b) Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.

2. Assist the Contractor in such technical assistance as the State deems appropriate in constructing and operating the project and in coordinating the project with local official comprehensive plans and with any state or area plans for the area in which the project is located.

D. Upon completion of the payment of the full purchase price to the State in the sum of One Hundred Eighty-Eight Thousand Six Hundred Dollars (\$188,600) as set forth in paragraph A.8. of this contract, to convey to the Contractor all of the State's right, title, and interest in and to the project by deed or other conveyance.

E. 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 Contractor's obligation under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

SPECIAL PROVISIONS

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 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 ten 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 and file with the official whose signature appears below for the State, 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 for the due and 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, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, 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, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

MINIMUM WAGE

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

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 (24-34-301, CRS 1973, as amended), 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:

(1) 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 advertisements; 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.

(2) 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.

(3) The contractor will send to each labor union or representative of workers with which he has 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.

(4) 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.

(5) 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.

(6) 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.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it sets out the policy of the new administration.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 1, 1861. It contains a detailed account of the financial state of the country.

3. The third part of the document is a report from the Secretary of the Interior, dated January 1, 1861. It contains a detailed account of the state of the public lands and the progress of the various departments under his control.

4. The fourth part of the document is a report from the Secretary of the Navy, dated January 1, 1861. It contains a detailed account of the state of the navy and the progress of the various departments under his control.

5. The fifth part of the document is a report from the Secretary of the War, dated January 1, 1861. It contains a detailed account of the state of the army and the progress of the various departments under his control.

6. The sixth part of the document is a report from the Secretary of the State, dated January 1, 1861. It contains a detailed account of the state of the foreign relations of the United States and the progress of the various departments under his control.

7. The seventh part of the document is a report from the Secretary of the Education, dated January 1, 1861. It contains a detailed account of the state of the public education system and the progress of the various departments under his control.

8. The eighth part of the document is a report from the Secretary of the Agriculture, dated January 1, 1861. It contains a detailed account of the state of the agriculture of the United States and the progress of the various departments under his control.

9. The ninth part of the document is a report from the Secretary of the Commerce, dated January 1, 1861. It contains a detailed account of the state of the commerce of the United States and the progress of the various departments under his control.

10. The tenth part of the document is a report from the Secretary of the Coinage, dated January 1, 1861. It contains a detailed account of the state of the coinage of the United States and the progress of the various departments under his control.

(7) 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 cancelled, 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor 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 sub-contractor 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. Provisions of 8-17-101, & 102, CRS 1973 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.

GENERAL

7. The laws of the State of Colorado and rules and regulations issued 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. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. 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 Agreement on the day first above written.

FARMERS IRRIGATING AND RESERVOIR
COMPANY

Contractor

Position

President

84-0490492

EMPLOYER I.D. NO.

STATE OF COLORADO

RICHARD D. LAMM, GOVERNOR

By

EXECUTIVE DIRECTOR, D. MONTE PASCOE

DEPARTMENT

OF

NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By

WILLIAM MCDONALD, DIRECTOR

DIVISION OF DISASTER EMERGENCY SERVICES

By

JOHN P. BYRNE, DIRECTOR

the first of these is the fact that the
government has been unable to secure
the necessary funds to carry out its
policy of non-interference in the
internal affairs of the country.

The second of these is the fact that
the government has been unable to
secure the necessary funds to carry out
its policy of non-interference in the
internal affairs of the country.

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The tenth of these is the fact that
the government has been unable to
secure the necessary funds to carry out
its policy of non-interference in the
internal affairs of the country.

DEGOOD AND KAUFMAN
325 EAST 7TH STREET
LOVELAND, COLORADO 80537
TELEPHONE 303 - 667-2131

F. RAY DEGOOD
WILLIAM G. KAUFMAN
PETER E. SCHOON, JR.

February 3, 1981

P. O. BOX 657

Colorado Water Conservation Board
823 State Centennial Building
1313 Sherman Street
Denver, Colorado 80203

Attn: Fred E. Daubert

Dear Fred:

Reference is made to our conference at your office January 27, 1981 and documents filed with you on that date.

According to your request, the below represents expenses incurred to date by reason of the 1980 Big Thompson Flood:

Actual Expenditures for Services performed within 60 days subsequent to the April 30, 1980 flood for partial repairs:

Coulson Excavating Company	\$74,111.54	
Rychener Backhoe	5,167.50	
Collins Cashway	<u>182.26</u>	\$79,461.30

Expenditures due and payable:

Loveland Excavating	1,838.91	
County of Larimer (Statement of actual amount not received; amount is in dispute)	<u>5,500.00</u>	7,338.91

Low Bids for construction work repairing & replacing diversion structure headgate, measuring structure & ditch, together with related construction:

Coulson Excavating	63,000.00	
Ideal Construction Service, Inc.	<u>60,840.00</u>	123,840.00

Contingency:		5,000.00
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Change order submitted by Ideal (itemized on copy attached)		2,800.00
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Anticipated engineering fees (Bruns, Inc.)		12,202.44
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Administrative and legal costs and expenses incurred by reason of the 1980 Big Thompson Flood		<u>5,500.00</u>
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TOTAL:		<u>\$236,142.65</u>
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PAID IN FULL

The above total does not include additional anticipated billing from Bruns, Inc. for continuing engineering services. Neither do the above figures include other administrative expenses already incurred and to be incurred in the future by the Farmers Irrigating Ditch and Reservoir Company as a direct result of the 1980 Big Thompson Flood. Still, the above itemized expenses substantially exceed the sum of \$235,000.00 upon which the loan from the Colorado Water Conservation Board in the amount of \$63,000.00 was based.

I hope that the above will be sufficient for your purposes toward the pursuit of final consummation of the loan in the amount of \$63,000.00.

According to documents filed on January 27, 1981, the contractors project completion of the project during the month of February, 1981. As a consequence, we would most appreciate the disbursement of the total sum of \$109,000.00 as proceeds from the emergency loan acquired through the Colorado Water Conservation Board.

Thank you for your past and continued aid in the above matters.

Very truly yours,

DeGood and Kaufman

BY: *F. Ray DeGood*
F. Ray DeGood *fy*

FRD/jg

PAID IN FULL

PA

APR 13 1981
CONSERVATION BOARD

SUBORDINATION AGREEMENT

WHEREAS, on December 15, 1980, THE FARMERS IRRIGATING DITCH AND RESERVOIR COMPANY of Loveland, Colorado, executed and delivered a Real Estate Mortgage and Chattel Security Agreement to the Wichita Bank for Cooperatives, and

WHEREAS, this Mortgage was duly recorded in the real estate records in the office of the County Clerk and Recorder of Larimer County, Colorado, on February 9, 1981, as filing number 399196 in Book 2101 at Page 1044, and

WHEREAS, THE FARMERS IRRIGATING DITCH AND RESERVOIR COMPANY has contracted to convey an undivided half-interest in part or all of the property described in such Mortgage to the Colorado Water Conservancy Board, subject to a Repurchase Agreement, as contained in the contract between said parties dated February 1, 1981, this transaction also being evidenced by a deed from THE FARMERS IRRIGATING DITCH AND RESERVOIR COMPANY dated April 8, 1981.

NOW, THEREFORE, for good and valuable consideration, the Wichita Bank for Cooperatives hereby subordinates its lien pursuant to the foregoing Mortgage to the interest acquired by the Colorado Water Conservancy Board, pursuant to the aforesaid contract and deed.

IN WITNESS WHEREOF, this instrument is executed this 8th day of April, 1981.

WICHITA BANK FOR COOPERATIVES



By David L. Andra
Vice President

David L. Andra
Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 1981, personally appeared David L. Andra, to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above shown.

Jan C. Morgan
Notary Public

My commission expires 6-13-83.



APR 1 1981

CONSERVATION BOARD

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]
DATE: [Illegible]
TO: [Illegible]
FROM: [Illegible]

1. [Illegible]
2. [Illegible]
3. [Illegible]
4. [Illegible]
5. [Illegible]

6. [Illegible]
7. [Illegible]
8. [Illegible]
9. [Illegible]
10. [Illegible]

11. [Illegible]
12. [Illegible]

