



## COLORADO

### Colorado Water Conservation Board

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

April 21, 2021

Henrylyn Irrigation District  
29490 County Road 14  
Longmont, CO 80643

Subject: Loan Contract No. C150358  
Loan Compliance Confirmation

Attached for your records are the original documents relative to the agreement between the Henrylyn Irrigation District, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C150358. The documents have been stamped "PAID IN FULL" denoting that the terms of the agreement have been satisfied in full by the District.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3245 or email at [lauren.miremont@state.co.us](mailto: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



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 16, 2021

Henrylyn Irrigation District

29490 County Road 14

Keenesburg, CO 80643

☐ Check here if current address is unknown

Colorado Water Conservation Board

August 9, 2013

November 12, 2003

3977517

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,

Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed  
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Weld

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

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before  
me on March 16, 2021 (date) by\*

Kirk Russell

Finance Section Chief

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

Deputy Public Trustee

APR 05 2021

(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.)

10/2/11

LAUREN CASS MIREMONT  
Notary Public  
State of Colorado  
Notary ID # 200803240  
My Commission Expires 03-18-2014

# Deed of Trust

DATE: August 9, 2013  
GRANTOR: Henrylyn Irrigation District  
BENEFICIARY: COLORADO WATER CONSERVATION BOARD  
COUNTY: WELD  
PRINCIPAL LOAN AMOUNT: 2,967,279  
LOAN CONTRACT: LOAN CONTRACT No. C150358  
TERMS OF REPAYMENT: 1.75% per annum for 30 years  
COLLATERAL: An undivided thirty (30%) percent interest in certain real property known as prospect Reservoir, located in located in Section 25, 26, 35 and 36 in Township 1 North, Range 64 West of the 6<sup>th</sup> P.M., together with all improvements thereon, including but not limited to gates, ditches, canals, and all other structures and fixtures, and any easements, rights-of-way, or other property or property interests held and used in connection with the operation of said reservoir.

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 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 PROMISSORY 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.

3977517      Pages: 2 of 3  
11/12/2013 03:40 PM R Fee:\$21.00  
Steve Moreno, Clerk and Recorder, Weld County, CO



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Executed the day and date first written above.



Henrylyn Irrigation District, organized and existing  
as an irrigation district pursuant to C.R.S. §37-41-  
101 to §37-41-160

By David E Bell President  
Name, Title

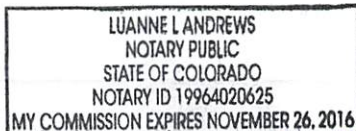
Date: 8/14/13

By Rod Baumgartner Manager  
Name, Title

Date: 8-14-2013

County of Weld )  
State of Colorado ) SS  
)

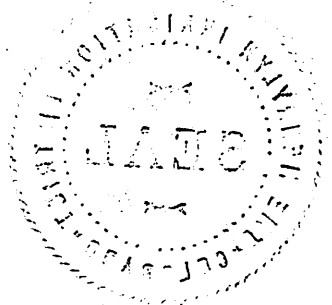
The foregoing instrument was acknowledged before me this 14 day of August 2013, by  
Rod Baumgartner (Name) and David E. Bell (Name), as Manager (Title) and President (Title),  
respectively, of Henrylyn Irrigation District. Witness my hand and official seal.



Luanne L. Andrews Notary Public

My commission expires 11-26-2016

Return recorded DEED OF TRUST to: CWCB Finance Section, Attn: Contracts Manager,  
1313 Sherman Street, Suite 721, Denver CO 80203 (Phone Number 303-866-3441)



MY COMMISSION EXPIRES NOVEMBER 26, 2016  
NOTARY IN COLORADO  
STATE OF COLORADO  
NOTARY PUBLIC  
TIMOTHY ANDREWS



# PROMISSORY NOTE

Date: August 9, 2013  
Borrower: Henrylyn Irrigation District  
Principal Amount: \$2,967,279  
Interest Rate: 1.75% per annum  
Term of Repayment: 30 years  
Loan Contract No.: C150358  
Loan Payment: \$127,978.02  
Payment Initiation Date\*: \_\_\_\_\_  
Maturity Date\*: \_\_\_\_\_

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

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.
2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. 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.
5. This PROMISSORY NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This PROMISSORY 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 and Deed of Trust, ("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 PROMISSORY NOTE in certain events.
8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the

**PAID IN FULL**

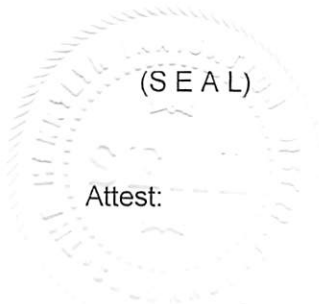
**Appendix 2 to Loan Contract C150358**

Security Instruments securing this PROMISSORY NOTE occurs, the CWCB may declare the entire outstanding principal balance of the PROMISSORY NOTE, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.

9. The BORROWER and any co-signer or guarantor hereby agree that if this PROMISSORY NOTE or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.

10. This PROMISSORY NOTE shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Henrylyn Irrigation District,  
organized and existing as an irrigation district  
pursuant to C.R.S. §37-41-101 to §37-41-160



Attest:

By Rod Baumgartner  
Signature

NAME: Rod Baumgartner

TITLE: Secretary/Manager

DATE: 8/14/2013

By David E. Bell  
Signature

NAME: David E. Bell

TITLE: President/Director

DATE: 8/14/2013

**PAID IN FULL**





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 16, 2021

Henrylyn Irrigation District

29490 County Road 14

Keenesburg, CO 80643

☐ Check here if current address is unknown

Colorado Water Conservation Board

June 16, 2014

July 22, 2014

4032493

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,  
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed  
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Weld

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

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before  
me on March 16, 2021 (date) by\*

Kirk Russell

Finance Section Chief

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

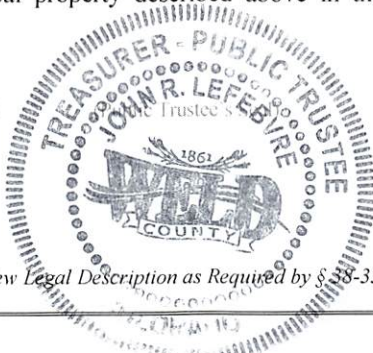
### RELEASE OF DEED OF TRUST

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

Deputy Public Trustee

APR 05 2021

(If applicable: Notary Seal)

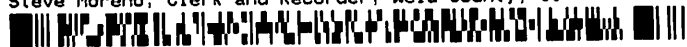
(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)



1252

LAUREL CASS M. REMONT  
Notary Public  
State of Colorado  
Notary ID # 2016008240  
My Commission Expires 09-16-2024

1



**APPENDIX C, AMENDMENT NO.1 TO LOAN CONTRACT C150358  
AMENDMENT TO THE DEED OF TRUST**

Date: June 14, 2014  
Grantor (Borrower): Henrylyn Irrigation District  
Beneficiary (Lender): Colorado Water Conservation Board  
Date of Deed of Trust: August 9, 2013  
Recording Date of Deed of Trust: November 12, 2013  
County of Recording ("County"): Weld County  
Deed of Trust Recording Information: #3977517 (3 pages)  
Loan Contract: C150358  
Promissory Note: \$1,824,204.41, 1.75%, 30 Years

This Amendment to the 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.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This DEED OF TRUST, APPENDIX C, AMENDMENT 1 to CONTRACT C150358 shall supplement and operate in conjunction with the DEED OF TRUST dated August 14, 2013, 2013, attached to the ORIGINAL CONTRACT as APPENDIX 5 and incorporated herein by reference.
2. The Grantor executed a Promissory Note dated August 9, 2013, to secure the repayment of the indebtedness evidenced by Contract No. C150358 dated September 18, 2013, as amended with Amendment No. 1 to Loan Contract No. C150358. The amended Promissory Note, Appendix A, Amendment No. 1 to Loan Contract No. C150358 with an amended total amount of \$1,824,204.41 is 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 annual installments, in accordance with said amended 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.

5. Executed on the date first written above.

GRANTOR: HENRYLYN IRRIGATION  
DISTRICT, AN IRRIGATION DISTRICT  
PURSUANT TO C.R.S. §37-41-101 TO  
§37-41-160



By David E Bell  
Signature  
Name David E Bell  
Title president  
Date June 16, 2014

ATTEST:

By [Signature]  
Signature

Name Rob Saenger  
Title Manager  
Date June 16, 2014

State of Colorado )  
County of Weld ) ss.

The foregoing instrument was acknowledged before me on June 16, 2014, by  
Rob Saenger (Name) as manager (Title) and  
David Bell (Name) as president (Title) of the Henrylyn Irrigation  
District. Witness my hand and official seal.

Susan K Kitzman  
Notary Public  
State Of Colorado  
Notary ID 20044041221  
My Commission Expires December 24, 2016

[Signature]  
Notary Public

My commission expires

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

**APPENDIX A, AMENDMENT NO. 1 TO LOAN CONTRACT C150358  
AMENDMENT TO THE PROMISSORY NOTE**

Date: June 16, 2014  
Borrower: Henrylyn Irrigation District  
Principal Amount: \$1,824,204.41  
Interest Rate: 1.75% per annum  
Term of Repayment: 30 years  
Loan Contract No.: C150358  
Loan Payment: \$78,677.49  
Payment Initiation Date\*: June 1, 2014  
Maturity Date\*: June 1, 2044

**PAID IN FULL**

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

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.
2. This Promissory Note replaces and supersedes the Promissory Note dated August 9, 2013, in the principal amount of \$2,967,279.00.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. 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.
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 ("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 Promissory 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.



Attest:

By

Lois Baumgartner  
Signature/Title  
Manager

Date

June 16 2014

BORROWER: Henrylyn Irrigation District,  
an irrigation district pursuant  
to C.R.S. §37-41-101 to §37-41-160

By

David E. Bell  
Signature/Title

Date

June 16 2014

**PAID IN FULL**

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE Henrylyn Irrigation DISTRICT**

The Board of Directors of Henrylyn Irrigation DISTRICT (District), at a meeting held Aug., 2013, at Hickman, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of the Prospect Reservoir Dam Facing Project in the amount of \$2,967,279 or such actual amount, more or less, as may be needed by the District and available from the CWCB including the CWCB loan origination fee of 1% of the loan amount.

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

1. to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of \$2,967,279, or such actual amount, more or less, as needed to finance the project costs, including the CWCB loan origination fee of 1%, and
2. to levy and collect assessment revenues in an amount sufficient to pay the annual amounts due under the LOAN CONTRACT, and to pledge said revenues and the District's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other DISTRICT revenues, and
4. to make the annual payments required by the PROMISSORY NOTE and to make annual deposits to a debt service reserve fund, and
5. to pledge the revenues from assessments and an undivided thirty percent (30%) interest in Prospect Reservoir as COLLATERAL for the loan and execute all documents, including a PROMISSORY NOTE and SECURITY AGREEMENT, necessary to convey a security interest in said property to the CWCB,
6. to execute all documents as required by the LOAN CONTRACT, including, but not limited to, a PROMISSORY NOTE and SECURITY AGREEMENT, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan, and
8. to provide the election results, to CWCB, from the special election of the legal electors in the district, held on July 15, 2013, authorizing and approving this loan.

**CERTIFICATION**

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

GIVEN UNDER OUR HANDS AND THE SEAL OF THE DISTRICT THE 14 DAY OF August 2013.

(SEAL)

ATTEST:

By Rod Baumgartner  
Signature of Secretary

NAME: Rod Baumgartner

TITLE: Manager

DATE: 8/14/2013

By David E. Bell  
Signature

NAME: David E. Bell

TITLE: President

DATE: 8/14/2013

# **SECURITY AGREEMENT**

(PLEDGE OF REVENUES)

DATE: AUGUST 9, 2013

DEBTOR: HENRYLYN IRRIGATION DISTRICT

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

PROMISSORY NOTE: \$2,967,279

TERMS OF REPAYMENT: 1.75% PER ANNUM FOR 30 YEARS

LOAN CONTRACT: C150358

COLLATERAL: All revenues derived from assessments and all of DEBTOR'S right to receive said assessment revenues to repay the loan as described in PLEDGED PROPERTY provisions of the LOAN CONTRACT and DEBTOR'S Resolutions adopted \_\_\_\_\_.

To secure payment of the loan evidenced by the PROMISSORY NOTE payable in accordance with the TERMS OF REPAYMENT, or until all principal, interests, and late charges, if any, are paid in full, the DEBTOR grants to SECURED PARTY a security interest in the above described COLLATERAL.

## **DEBTOR EXPRESSLY WARRANTS AND COVENANTS:**

1. That except for the security interest granted hereby and any other security interests described in Section 5 of the LOAN CONTRACT PROJECT SUMMARY, DEBTOR is the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at any time claiming the same or any interest therein.
2. That the execution and delivery of this agreement by DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be attached or replevined.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature that may be levied or assessed against the COLLATERAL.
6. That the DEBTOR'S articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL, provided that DEBTOR keeps the COLLATERAL in an account separate from other revenues of DEBTOR and does not use the COLLATERAL for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.



**DEBTOR SHALL BE IN DEFAULT under this agreement upon any of the following events or conditions:**

- a. default in the payment or performance of any obligation contained herein or in the PROMISSORY NOTE or LOAN CONTRACT;
- b. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against DEBTOR; or
- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished.

UPON SUCH DEFAULT and at any time thereafter, SECURED PARTY shall have the remedies of a secured party under Section 11-57-208, Colorado Revised Statutes, as amended. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL available to SECURED PARTY at a place to be designated by SECURED PARTY, which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorney's fees and legal expenses.

The SECURED PARTY shall give the DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR shall be considered in default for purposes of this Security Agreement. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but SECURED PARTY shall retain its rights of set-off against DEBTOR. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and DEBTOR consents to venue and personal jurisdiction in said Court.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its successors or assigns.

(SEAL)  
Attest:  
By Rod Baumgartner  
Signature

DEBTOR: Henrylyn Irrigation District,  
organized and existing as an irrigation district  
pursuant to C.R.S. §37-41-101 to §37-41-160

By David E Bell  
Signature

NAME: Rod Baumgartner

TITLE: Manager

DATE: 8/14/2013

NAME: David E. Bell

TITLE: President

DATE: 8/14/2013

**Appendix 4 to Loan Contract C150358**



## CONTRACT AMENDMENT

Amendment #1	Original Loan Contract #C150358 Original CMS #60693	Amendment CMS Number #69949
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### 1) PARTIES

This Amendment No. 1 (AMENDMENT) to the above-referenced ORIGINAL CONTRACT (hereinafter called the ORIGINAL CONTRACT) is entered into by and between the **Henrylyn Irrigation District**, 617 Birch Street, Hudson, Colorado 80642, an irrigation district pursuant to C.R.S. §37-41-101 to §37-41-160 (BORROWER), and the STATE OF COLORADO (hereinafter called the "STATE") acting by and through the Department of Natural Resources, Colorado Water Conservation Board, (hereinafter called "CWCB").

### 2) EFFECTIVE DATE AND ENFORCEABILITY

This AMENDMENT shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "EFFECTIVE DATE"), but shall be effective and enforceable thereafter in accordance with its provisions.

### 3) FACTUAL RECITALS

The Henrylyn Irrigation District was approved for a loan, from the CWCB, totaling \$2,967,279.00 on September 18, 2013 to finance the Prospect Reservoir Dam Facing Project (PROJECT). The PROJECT was substantially completed as of June 1, 2014. The Parties agree to amend the contract to reduce the final loan amount. The total amount disbursed under this contract was \$1,824,204.41. An adjustment of \$1,143,074.59 will be made to the contract for the funds no longer needed.

### 4) CONSIDERATION

Consideration for this AMENDMENT to the ORIGINAL CONTRACT consists of the payments that shall be made pursuant to this AMENDMENT and ORIGINAL CONTRACT and the promises and agreements herein set forth.

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this AMENDMENT.

### 5) LIMITS OF EFFECT

This AMENDMENT is incorporated by reference into the ORIGINAL CONTRACT, and the ORIGINAL CONTRACT and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

### 6) MODIFICATIONS.

The ORIGINAL CONTRACT NO. **C150358** and all prior amendments thereto, if any, are modified as follows:

- a) Amend the contract to reduce the final loan amount. The loan contract was substantially completed as of June 1, 2014. The total amount disbursed under this contract was \$1,824,204.41. A decrease of \$1,143,074.59 will be made to the contract amount for the funds no longer needed.
- b) The BORROWER agrees that it shall execute the following documents, all of which shall set forth the revised loan amount of \$1,824,204.41:
  - I. AMENDED PROMISSORY NOTE, attached as **APPENDIX A, AMENDMENT NO.1 TO LOAN CONTRACT NO. C150358 in the amount of \$1,824,204.41** and incorporated herein, which shall replace and supersede the original PROMISSORY NOTE dated August 9, 2013, in the amount of \$2,967,279, attached to the ORIGINAL CONTRACT as APPENDIX 2.
  - II. AMENDED SECURITY AGREEMENT, attached hereto as **APPENDIX B, AMENDMENT NO. 1 TO LOAN CONTRACT NO. C150358** and incorporated herein, which shall supplement and operate in conjunction with the original SECURITY AGREEMENT dated August 9, 2013,

attached to the ORIGINAL CONTRACT as APPENDIX 4.

- III. Amended DEED OF TRUST, attached hereto as **ATTACHMENT D, AMENDMENT NO. 1 TO LOAN CONTRACT No. C150358 in the amount of \$1,824,204.41** and incorporated herein, which shall supplement and operate in conjunction with the original DEED OF TRUST dated August 9, 2013, in the amount of \$2,967,279 attached to the ORIGINAL CONTRACT as APPENDIX 5.

**7) EFFECTIVE DATE OF AMENDMENT**

The effective date hereof is upon approval of the State Controller or their delegate.

**8) ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the ORIGINAL CONTRACT, the provisions of this AMENDMENT shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the ORIGINAL CONTRACT or any amendment shall always control other provisions in the ORIGINAL CONTRACT or any amendments.

**9) AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

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**PAID IN FULL**



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

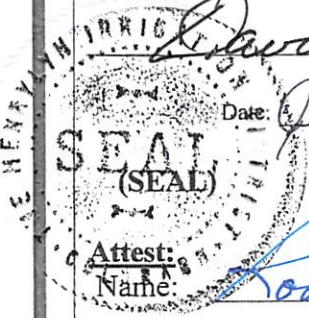
\* Persons signing for Borrower hereby swear and affirm that they are authorized to act on Borrower's behalf and acknowledge that the State is relying on their representations to that effect.

**BORROWER**

Henrylyn Irrigation District,  
an irrigation district pursuant  
to C.R.S. §37-41-101 to §37-41-160

Name: David E Bell

Title: President

  
\*Signature

Date: June 16, 2014

Attest:

Name: Rod Baumgartner

Title: Manager

\*Signature

Date: June 16, 2014

**STATE OF COLORADO**

John W. Hickenlooper, Governor  
Department of Natural Resources  
Mike King, Executive Director,

BY: [Signature]

Name: Kirk Russell, P.E., Chief  
Finance Section  
Colorado Water Conservation Board

DATE: 6/23/14

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid and the loan funds under this contract are not available until the State Controller, or such assistant as he may delegate, has signed it.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: [Signature]

Susan Borup, Controller  
Department of Natural Resources

Date: 6/24/14

**APPENDIX B, AMENDMENT NO. 1 TO LOAN CONTRACT C150358  
AMENDMENT TO THE SECURITY AGREEMENT**

DEBTOR: HENRYLYN IRRIGATION DISTRICT

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

DATE OF ORIGINAL SECURITY AGREEMENT: AUGUST 9, 2013

ORIGINAL PROMISSORY NOTE: \$2,967,279 DATED AUGUST 9, 2013 INTEREST RATE OF 1.75% PER ANNUM WITH AN ANNUAL PAYMENT OF \$127,978.02 FOR A PERIOD OF 30 YEARS OR UNTIL PAID IN FULL.

ORIGINAL LOAN CONTRACT: C150358, DATED SEPTEMBER 18, 2013

1. The Parties have amended the ORIGINAL LOAN CONTRACT and Promissory Note to decrease the loan amount from \$2,967,279.00.00 to \$1,824,204.41 and hereby amend the original Security Agreement to document the change of loan amount.
2. The Parties expressly agree that this Amendment is supplemental to the Security Agreement 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. C150358

Replacement Promissory Note: Principal Amount is \$1,824,204.41, with an annual loan payment of \$78,677.49 for thirty (30) years or until the loan is paid in full at an interest rate of 1.75%.

Date of Amended Security Agreement: June 16, 2014



DEBTOR: Henrylyn Irrigation District, an irrigation district pursuant to C.R.S. §37-41-101 to §37-41-160

By David E Bell  
Signature/Title

ATTEST:

By Scott Baumgartner  
Signature/Title Manager

Date June 16 2014

Date June 16 2014



**APPENDIX A, AMENDMENT NO. 1 TO LOAN CONTRACT C150358**  
**AMENDMENT TO THE PROMISSORY NOTE**

Date: June 16, 2014  
Borrower: Henrylyn Irrigation District  
Principal Amount: \$1,824,204.41  
Interest Rate: 1.75% per annum  
Term of Repayment: 30 years  
Loan Contract No.: C150358  
Loan Payment: \$78,677.49  
Payment Initiation Date\*: June 1, 2014  
Maturity Date\*: June 1, 2044

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

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.
2. This Promissory Note replaces and supersedes the Promissory Note dated August 9, 2013, in the principal amount of \$2,967,279.00.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. 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.
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 ("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 Promissory 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.



Attest:

By

[Signature]  
Signature/Title  
Manager

Date

June 16 2014

BORROWER: Henrylyn Irrigation District,  
an irrigation district pursuant  
to C.R.S. §37-41-101 to §37-41-160

By

[Signature]  
Signature/Title

Date

June 16 2014



BORROWER: HENRYLYN IRRIGATION DISTRICT  
CONTRACT NO. C150358  
PROJECT AMOUNT \$2,937,900  
LOAN SERVICE FEE \$29,379  
LOAN AMOUNT \$2,967,279

AGENCY NAME: Water Conservation Board  
AGENCY NUMBER: PDA  
CONTRACT FORM DATE: 071213  
CWCB CMS #60693

## LOAN CONTRACT

(STANDARD CONTRACT – WAIVER #160 – APPROVED NOVEMBER 10, 2003)

THIS CONTRACT, made between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB" or "STATE"), and Henrylyn Irrigation District, 617 Birch Street, Hudson, CO, 80642, organized and existing as an irrigation district pursuant to C.R.S. §37-41-101 to §37-41-160 ("BORROWER" OR "DISTRICT").

### FACTUAL RECITALS

1. Authority exists in the law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this CONTRACT under: Contract Encumbrance No. C150358, Fund Number 424, Appropriation Code M14, Organization YYYY, GBL H358, Program WTRC, Object Code 5560, Reporting Category 0358; Required approval, clearance, and coordination have been accomplished from and with appropriate agencies; and
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies; and
3. The DISTRICT held a special election, on July 15, 2013, of the legal electors in the district to authorize and ratify this CONTRACT and the legal electors in the district authorized and approved this CWCB loan; and
4. On July 17, 2013 the CWCB approved a loan request from the BORROWER for the Prospect Reservoir Dam Facing Project ("PROJECT"), to increase the stability and erosion protection of the dam; and
5. The **PROJECT SUMMARY** attached as **APPENDIX 1** and incorporated herein, contains BORROWER Information (Section 1), the Project Description (Section 2), CWCB's authority for making this loan (Section 3), and CWCB Approval and Legislative Authorization which identifies the amount of the loan and the terms of repayment (Section 4); and
6. The CWCB now desires, by this CONTRACT, to loan money to the BORROWER for this PROJECT upon mutually agreeable terms and conditions.

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

## A. LOAN PROVISIONS

1. **Loan Service Fee.** The amount of the loan (LOAN AMOUNT) shall include (1) the amount of the funds loaned by the CWCB to the BORROWER for the PROJECT and (2) a service fee of one percent (1%) of the PROJECT amount. In the event that the BORROWER does not use the LOAN AMOUNT authorized, the parties shall amend this CONTRACT to revise the LOAN AMOUNT including adjustment of the service fee to reflect 1% of the actual LOAN AMOUNT disbursed to the BORROWER.
2. **Contract Amendment Service Fees.** Under certain circumstances, the BORROWER shall be assessed a fee for amending the CONTRACT.
  - a. A service fee shall be imposed on the BORROWER for amendments processed for the benefit of the BORROWER and necessary for the BORROWER's course of business but not necessary for the CWCB, including, but not limited to, a change in BORROWER name, assignment of contract, substitution of collateral, loan payment deferments in excess of 3 per loan, and loan consolidation. Amendments in the course of CWCB business, including, but not limited to, loan payment deferments (up to 3 per loan), changes in terms of loan repayment and amendments to adjust the interest rate pursuant to Paragraph A.c. , herein, will be processed at no additional charge to the BORROWER.
  - b. The amount charged shall be in accordance with the fee rate structure set forth in the CWCB Loan Service Charge Policy in effect at the time the BORROWER shall request an amendment. The current fee for an amendment is \$1,000.
  - c. The BORROWER shall remit the service fee to the CWCB prior to initiation of the amendment. Any service fee remitted to the CWCB cannot be refunded
3. **Promissory Note Provisions.** The CWCB agrees to loan to the BORROWER an amount not to exceed the LOAN AMOUNT and the BORROWER agrees to repay the loan in accordance with the terms as set forth in the **PROMISSORY NOTE**, attached hereto as **APPENDIX 2** and incorporated herein. The PROMISSORY NOTE shall identify the LOAN AMOUNT. If the amount of loan funds disbursed by the CWCB to the BORROWER differs from the LOAN AMOUNT, the parties agree to amend this CONTRACT, including its appendices where necessary, to revise the LOAN AMOUNT.
4. **Interest Prior to PROJECT Completion.** As the loan funds are disbursed by the CWCB to the BORROWER, interest shall accrue at the rate set by the CWCB for this loan. The CWCB shall calculate the amount of the interest that accrued prior to PROJECT's substantial completion (as determined by the CWCB) and notify BORROWER of such amount. The BORROWER shall repay that amount to the CWCB either within ten (10) days from the date of notification from the CWCB, or, at the CWCB's discretion, said interest shall be deducted from the final disbursement of loan funds that the CWCB makes to the BORROWER.
5. **Return of Unused Loan Funds.** Any loan funds disbursed but not expended for the PROJECT in accordance with the terms of this CONTRACT shall be remitted to the CWCB within 30 calendar days from notification from the CWCB of either (1) completion of the



PROJECT or (2) determination by the CWCB that the PROJECT will not be completed.

6. **BORROWER's Authority To Contract.** The BORROWER warrants that it has full power and authority to enter into this CONTRACT. The execution and delivery of this CONTRACT and the performance and observation of its terms, conditions and obligations have been duly authorized by all necessary actions of the BORROWER. The **BORROWER'S AUTHORIZING RESOLUTION(s) OR ORDINANCE(s)** are attached as **APPENDIX 3** and incorporated herein.
7. **Attorney's Opinion Letter.** Prior to the execution of this CONTRACT by the CWCB, the BORROWER shall submit to the CWCB a letter from its bond counsel stating that it is the attorney's opinion that
  - a. the CONTRACT has been duly executed by officers of the BORROWER who are duly elected or appointed and are authorized to execute the CONTRACT and to bind the BORROWER;
  - b. the resolutions or ordinances of the BORROWER authorizing the execution and delivery of the CONTRACT were duly adopted by the governing bodies of the BORROWER; and
  - c. there are no provisions in the Colorado Constitution or any other state or local law that prevent this CONTRACT from binding the BORROWER; and
  - d. the CONTRACT will be valid and binding against the BORROWER if entered into by the CWCB; and
  - e. the special election held by the BORROWER to obtain voter approval of this loan met all requirements of the Colorado Constitution or any other state or local law.
8. **PLEDGE OF PROPERTY.** The BORROWER irrevocably pledges to the CWCB for purposes of repayment of this loan: (1) revenues from assessments levied for that purpose as authorized by the BORROWER's resolution(s) and (2) all of the BORROWER's rights to receive said assessment revenues, hereinafter collectively referred to as the "PLEDGED PROPERTY".
  - a. **Segregation of Pledged Revenues.** The BORROWER shall set aside and keep the pledged revenues in an account separate from other BORROWER revenues and warrants that these revenues will not be used for any other purpose.
  - b. **Establish Security Interest.** The BORROWER has duly executed a **SECURITY AGREEMENT**, attached hereto as **APPENDIX 4** and incorporated herein, to provide a security interest to the CWCB in the PLEDGED PROPERTY. The CWCB shall have priority over all other competing claims for said PLEDGED PROPERTY, except for the liens of the BORROWER's existing loans as listed in Section 5 (Schedule of Existing Debt) of the PROJECT SUMMARY, which sets forth the position of the lien created by this CONTRACT in relation to any existing lien(s).
  - c. **Revenue Assessments.** Pursuant to its statutory authority, articles of incorporation and bylaws, the BORROWER shall take all necessary actions consistent therewith during the term of this CONTRACT to levy assessments sufficient to pay this loan as

required by the terms of this CONTRACT and the PROMISSORY NOTE, to cover all expenditures for operation and maintenance and emergency repair services, and to maintain adequate debt service reserves. In the event the assessments levied by the BORROWER become insufficient to assure such repayment to the CWCB, the BORROWER shall immediately take all necessary action consistent with its statutory authority, its articles of incorporation and bylaws including, but not limited to, levying additional assessments to raise sufficient revenue to assure repayment of this loan.

- d. **Debt Service Reserve Account.** To establish and maintain the debt service reserve account, the BORROWER shall deposit an amount equal to one-tenth of an annual payment into its debt service reserve fund on the due date of its first annual loan payment and annually thereafter for the first ten years of repayment of this loan. In the event that the BORROWER applies funds from this account to repayment of the loan, the BORROWER shall replenish the account within ninety (90) days of withdrawal of the funds.
9. **Collateral.** The COLLATERAL for this loan is described in Section 6 (COLLATERAL) of the PROJECT SUMMARY, and secured by the SECURITY INSTRUMENT(S)
10. **Collateral During Loan Repayment.** The BORROWER shall not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the COLLATERAL or the PLEDGED PROPERTY so long as any of the principal, accrued interest, and late charges, if any, on this loan remain unpaid, without the prior written concurrence of the CWCB. In the event of any such sale, transfer or encumbrance without the CWCB's written concurrence, the CWCB may at any time thereafter declare all outstanding principal, interest, and late charges, if any, on this loan immediately due and payable.
11. **Release After Loan Is Repaid.** Upon complete repayment to the CWCB of the entire principal, all accrued interest, and late charges, if any, as specified in the PROMISSORY NOTE, the CWCB agrees to release and terminate any and all of the CWCB's right, title, and interest in and to the COLLATERAL and the PLEDGED PROPERTY.
12. **Additional Debts or Bonds.** The BORROWER shall not issue any indebtedness payable from the PLEDGED ASSESSMENT REVENUES and having a lien thereon which is superior to the lien of this loan. The BORROWER may issue parity debt only with the prior written approval of the CWCB, provided that:

- i. The BORROWER is currently and at the time of the issuance of the parity debt in substantial compliance with all of the obligations of this CONTRACT, including, but not limited to, being current on the annual payments due under this CONTRACT and in the accumulation of all amounts then required to be accumulated in the BORROWER's debt service reserve fund;
- ii. The BORROWER provides to the CWCB a Parity Certificate from an independent certified public accountant certifying that, based on an analysis of the BORROWER's revenues, for 12 consecutive months out of the 18 months immediately preceding the date of issuance of such parity debt, the BORROWER's revenues are sufficient to pay its annual operating and

**Loan Contract C150358**



maintenance expenses, annual debt service on all outstanding indebtedness having a lien on the pledged revenues, including this loan, the annual debt service on the proposed indebtedness to be issued, and all required deposits to any reserve funds required by this CONTRACT or by the lender(s) of any indebtedness having a lien on the pledged revenues. The analysis of revenues shall be based on the BORROWER'S current rate structure or the rate structure most recently adopted. No more than 10% of total revenues may originate from tap and/or connection fees.

The BORROWER acknowledges and understands that any request for approval of the issuance of additional debt must be reviewed and approved by the CWCB Director prior to the issuance of any additional debt.

**13. Warranties.**

- a. The BORROWER warrants that, by acceptance of the loan under this CONTRACT and by its representations herein, the BORROWER shall be estopped from asserting for any reason that it is not authorized or obligated to repay the loan to the CWCB as required by this CONTRACT.
- b. The BORROWER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BORROWER, to solicit or secure this CONTRACT and has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this CONTRACT.
- c. The BORROWER warrants that the PLEDGED PROPERTY and COLLATERAL for this loan are not encumbered by any other deeds of trust or liens of any party other than the CWCB or in any other manner, except for any existing lien(s) identified in Section 5 (Schedule of Existing Debt) of the PROJECT SUMMARY which sets forth the position of the lien created by this CONTRACT in relation to any existing lien(s). Documentation establishing the relative priorities of said liens, if necessary, is attached to the PROJECT SUMMARY and incorporated herein.

**14. Change of Ownership of Water Shares During Term of Contract.** If the interest rate for this loan is based on the CWCB's agricultural or blended agricultural and municipal and/or commercial and/or industrial rates, the BORROWER agrees to notify the CWCB of any change of the ownership of the water rights represented by its shares from irrigation to municipal or commercial or industrial use. The interest rate shall be revised when said change in ownership would increase the original interest rate by 0.5% or more. The parties shall amend this CONTRACT, including a revised PROMISSORY NOTE, to effect said change in interest rate.

**15. Remedies For Default.** Upon default in the payments to be made by the BORROWER under this CONTRACT, or default in the performance of any covenant or agreement contained herein, the CWCB, at its option, may:

- a. suspend this CONTRACT and withhold further loan disbursements pending corrective

action by the BORROWER, and if the BORROWER does not cure the default as provided for below, permanently cease loan disbursements and deem the PROJECT substantially complete;

- b. declare the entire principal amount, accrued interest, and late charges, if any, then outstanding immediately due and payable;
- c. exercise its rights under any appendices to this CONTRACT, including, but not limited to, the PROMISSORY NOTE, SECURITY AGREEMENT, DEED OF TRUST and/or any instrument securing COLLATERAL; and/or
- d. take any other appropriate action.

The CWCB shall provide written notice to the BORROWER of any such default and shall give the BORROWER an opportunity to cure within thirty (30) days of receipt of such notice. All remedies described herein may be simultaneously or selectively and successively enforced. The CWCB may enforce the provisions of this CONTRACT at its option without regard to prior waivers of previous defaults by the BORROWER, through judicial proceedings to require specific performance of this CONTRACT, or by such other proceedings in law or equity as may be deemed necessary by the CWCB to ensure compliance with provisions of this CONTRACT and the laws and regulations under which this CONTRACT is executed. The CWCB's exercise of any or all of the remedies described herein shall not relieve the BORROWER of any of its duties and obligations under this CONTRACT.

16. **Operation of PROJECT.** The BORROWER shall, without expense or legal liability to the CWCB, manage, operate, and maintain the PROJECT continuously in an efficient and economical manner.

17. **BORROWER's Liability Insurance.**

**PAID IN FULL**

- a. Upon execution of this CONTRACT and continuing until complete repayment of the loan is made to the CWCB, the BORROWER shall maintain commercial general liability insurance, with a company that is satisfactory to the CWCB, with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury.
- b. Prior to the disbursement of any loan funds, the BORROWER shall provide the CWCB with an Acord Form 25 evidencing said insurance and shall provide the CWCB with documentation of renewals of said insurance.

18. **Additional Contract Requirements.** Any additional contract requirements are set forth in Additional Contract Requirement (Section 7) of the PROJECT SUMMARY.

## **B. PROJECT PROVISIONS**

1. **Construction Fund Program Procedures.** During the completion of the PROJECT, the BORROWER shall adhere to the CWCB Construction Fund Program Procedures (Section 8), of the PROJECT SUMMARY.



2. **Eligible Expenses.** The PROJECT expenses for which the BORROWER is eligible for loan disbursements are listed in Eligible Expenses (Section 9) of the PROJECT SUMMARY.
3. **Loan Disbursements.** The CWCB shall disburse loan funds in accordance with the Disbursement Schedule (Section 10) of the PROJECT SUMMARY.
4. **Time for Performance.** The BORROWER recognizes that time is of the essence in the performance of all of its obligations under this CONTRACT. Therefore, the BORROWER shall complete the PROJECT within the time specified in Time for Performance (Section 11) of the PROJECT SUMMARY.
5. **Indemnification By The Construction Firm.** The BORROWER shall require all construction firms and their subcontractors to indemnify the STATE and the BORROWER against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of those parties or sustained in connection with the performance of any contract related to the PROJECT or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.
6. **Liability Insurance During Construction.** During construction of the PROJECT, the BORROWER shall require the construction firm(s) and any subcontractors to maintain the following insurance coverage in the limits shown during the term of their contracts for the construction of the PROJECT. The BORROWER shall provide the CWCB with an Acord Form 25 evidencing said insurance prior to commencement of construction, maintained until construction is complete, and shall provide the CWCB with documentation of renewals of said insurance. No payments shall be made to the BORROWER unless all insurance certificates are current.
  - a. Worker's compensation and employer's liability insurance in the required statutory amounts.
  - b. Automobile liability insurance that includes coverage for all owned, non-owned and hired vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage.
  - c. Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate. This insurance coverage shall include products/completed operations and bodily injury/property damage.

## **C. GENERAL PROVISIONS**

1. **Periodic Inspections.** Throughout the term of this CONTRACT, the BORROWER shall permit a designated representative of the CWCB to make periodic inspections of the PROJECT. Such inspections shall cover the condition of the PROJECT, operating records, maintenance records, and financial records. These inspections are solely for the

purpose of verifying compliance with the terms and conditions of this CONTRACT and shall not be construed nor interpreted as an approval of the actual design, construction or operation of any element of the PROJECT facilities.

2. **Applicable Laws.** The BORROWER shall strictly adhere to all applicable federal, state, and local laws and regulations that are in effect or may hereafter be established throughout the term of this CONTRACT.
3. **Designated Agent Of The CWCB.** The CWCB's employees are designated as the agents of the CWCB for the purpose of this CONTRACT.
4. **Assignment.** The BORROWER may not assign this CONTRACT except with the prior written approval of the CWCB.
5. **Contract Relationship.** The parties to this CONTRACT intend that the relationship between them under this CONTRACT is that of lender-borrower, not employer-employee. No agent, employee, or servant of the BORROWER shall be, or shall be deemed to be, an employee, agent, or servant of the CWCB. The BORROWER shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the term of this CONTRACT.
6. **Integration of Terms.** This CONTRACT is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to STATE fiscal rules, unless expressly provided for herein.
7. **Controlling Terms.** In the event of conflicts or inconsistencies between the terms of this CONTRACT and conditions as set forth in any of the appendices, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (1) Colorado Special Provisions, provided that the parties hereby agree that, for the purposes of such Special Provisions, (a) "Contractor" shall mean BORROWER (2) the remainder of this CONTRACT, and (3) the Appendices.
8. **Casualty and Eminent Domain.** If, at any time, during the term of this CONTRACT, (a) the BORROWER'S PROJECT facilities, including buildings or any portion thereof, are damaged or destroyed, in whole or in part, by fire or other casualty, or (b) title to or use of the PROJECT facilities or any part thereof shall be taken under the exercise of the power of eminent domain, the BORROWER shall cause the net proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair and restoration of the PROJECT facilities or any portion thereof, or to repayment of this loan. Any net proceeds remaining after such work has been completed or this loan has been repaid, shall be retained by the BORROWER. If the net insurance proceeds are insufficient to pay the full cost of the replacement, repair and restoration, the BORROWER shall complete the work and pay any cost in excess of the net proceeds. In the event BORROWER chooses to repay the loan, BORROWER shall remain responsible



for the full loan amount outstanding regardless of the amount of such insurance proceeds or condemnation award.

9. **Captions.** The captions and headings contained in this CONTRACT are for convenience and reference only and shall not be construed so as to define or limit the terms or provisions contracted herein.
10. **CWCB's Approval.** This CONTRACT requires review and approval of plans, specifications, and various other technical and legal documents. The CWCB's review of these documents is only for the purpose of verifying BORROWER's compliance with this CONTRACT and shall not be construed or interpreted as a technical review or approval of the actual design or construction of the PROJECT. Notwithstanding any consents or approvals given to the BORROWER by the CWCB on any such documents, BORROWER and any of its consultants, by preparing any such documents, shall be solely responsible for the accuracy and completeness of any of said documents.
11. **Waiver.** The waiver of any breach of a term of this CONTRACT shall not be construed as a waiver of any other term, or of any subsequent breach of the same term.
12. **Addresses for mailing.** All notices, correspondence, or other documents required by this CONTRACT shall be delivered or mailed to the addresses shown in the Section 1 (BORROWER Information) of the PROJECT SUMMARY, for the BORROWER and to the address below for the CWCB:

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

**PAID IN FULL**

### Special Provisions

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** 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.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not 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 shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.



**9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental**

**agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

**11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating**

**to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural

person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

SPs Effective  
1/1/09

**[END OF SPECIAL PROVISIONS]**

**Loan Contract C150358**

Page 11 of 12

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this CONTRACT with original signatures.

\* Persons signing for BORROWER hereby swear and affirm that they are authorized to act on BORROWER's behalf and acknowledge that the State is relying on their representations to that effect.

**BORROWER:**

Henrylyn Irrigation District, organized and existing as an irrigation district pursuant to C.R.S. §37-41-101 to §37-41-160

BY: David E. Bell

Signature

NAME: David E. BellTITLE: President/DirectorDATE: 8/14/2013

Attest (Seal)

BY: Rod Baumgartner

Signature

NAME: Rod BaumgartnerTITLE: Secretary/ManagerDATE: 8/14/2013**STATE OF COLORADO**

John W. Hickenlooper, Governor  
Department of Natural Resources  
Mike King, Executive Director

BY: Kirk RussellName: Kirk Russell, P.E., Chief

Finance & Administration Section  
Colorado Water Conservation Board

DATE: 9/4/13**Pre-Approved Form Contract Reviewer**BY: Linda Bassi

Linda Bassi, CWCB Contracts Reviewer

DATE: 9/3/13**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid and there are no loan funds available until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

By Susan Borup

Susan Borup, Controller, Department of Natural Resources

Effective Date 9/18/13**Loan Contract C150358**



## Project Summary–Henrylyn Irrigation District– Contract No. C150358

### SECTION 1 –BORROWER INFORMATION

Name: Henrylyn Irrigation District  
Address: 617 Birch Street, Hudson, CO 80642  
Contact: Rod Baumgartner, Secretary/Manager  
Phone Number: 303-536-4702  
E-mail address: manager@henrylyn.com  
Type of Entity: Organized and existing as an irrigation district pursuant to C.R.S. §37-41-101 to §37-41-160.

### Section 2 – Project Description

- A. Description of PROJECT: The BORROWER applied to the CWCB for a loan to be used to rehabilitate the upslope of the dam to increase both the erosion protection and the stability of the dam, located in Weld County, hereinafter referred to as the PROJECT, at an estimated total cost of \$3,264,400.
- B. Description of Feasibility Study: The CWCB has reviewed a feasibility study report dated May 2013 on the PROJECT. The feasibility study, titled "*Feasibility Study for Prospect Reservoir Dam Facing Project*," prepared by Duane Smith, P.E. with Smith Geotechnical with assistance from Engineering Analytics, Inc., is incorporated herein by reference. The study was prepared in accordance with the CWCB guidelines. Based upon the feasibility report, the CWCB determined the PROJECT to be technically and financially feasible.

### SECTION 3 – CWCB'S AUTHORITY

**Construction Fund:** This loan is made pursuant to the provisions of §§ 37-60-119 and 37-60-120, C.R.S., which authorize the CWCB to loan money for water projects from the CWCB Construction Fund for the benefit of the people of the state, provided that the borrower assures repayment of that money.

Section 37-60-122(1)(b), C.R.S., authorizes the CWCB to make loans of up to \$10,000,000 from the CWCB's Construction Fund and the State Severance Tax Trust Fund Perpetual Base Account Fund without prior approval from the General Assembly.

### SECTION 4 - BOARD APPROVAL

At its July 2013 meeting, the CWCB approved a Small Project Loan from the Construction Fund to the BORROWER in an amount up to \$2,937,900 for PROJECT costs, with \$29,379 for the loan origination fee of 1% of the cost of the PROJECT, in accordance with CWCB Policy No. 16, resulting in a total loan amount of \$2,967,279 at an interest rate of 1.75% per annum for a repayment term of 30 years.

### SECTION 5 – SCHEDULE OF EXISTING DEBT

The DISTRICT currently has a total outstanding long-term debt of \$2,370,549 made up of

## Appendix 1 to Loan Contract C150358



two existing CWCB loans. The first is CWCB Loan Contract #C153328 for \$653,000, with a remaining principal amount of \$219,952 and annual payments of \$28,249 through 2021. Collateral for this loan is a conveyance of an undivided ten percent (10%) interest in Prospect Reservoir. The second is CWCB Loan Contract #C150252 for \$2,184,327, with a remaining principal amount of \$2,150,597 and an annual payment of \$100,915 through 2043. Collateral for this loan is annual assessment revenues, conveyance of an undivided ten percent (10%) interest in the Horse Creek Reservoir and an undivided ten percent (10%) interest in Prospect Reservoir. These loans are in good standing.

#### **SECTION 6 - COLLATERAL**

The COLLATERAL provided for this loan, as evidenced by the executed SECURITY AGREEMENT (Appendix 4) and DEED OF TRUST (APPENDIX 5) and incorporated herein, shall be a pledge of assessment revenues and an undivided thirty percent (30%) in Prospect Reservoir, as more particularly described in the attached DEED OF TRUST ("COLLATERAL").

#### **SECTION 7 – ADDITIONAL CONDITIONS & CONTRACT REQUIREMENTS**

No additional conditions or contract requirements

#### **SECTION 8 – CONSTRUCTION FUND PROGRAM PROCEDURES**

- A. The BORROWER shall employ an engineer, registered in the state of Colorado to prepare plans and specifications for the PROJECT.
- B. Engineering Contracts and the plans and specifications must be submitted to the CWCB staff for verification of compliance with the terms of this CONTRACT when available prior to bidding. Any modifications to the plans and specifications must be approved in writing by the CWCB staff.
- C. For plans and specifications for all jurisdictional dams and reservoirs, as defined by § 37-87-105 C.R.S., the BORROWER shall provide a letter of approval from the State Engineer's Office prior to construction.
- D. The BORROWER shall extend an invitation to CWCB to be present at the bid opening.
- E. The BORROWER shall contract for the construction of the work with responsible and capable Construction Firms, which said Construction Firms shall be selected by the BORROWER and found acceptable by the CWCB staff.
- F. The BORROWER must provide a copy of the executed construction contract documents consisting of the contractor's proposal, construction contract, performance bond, payment bond, notice of award, notice to proceed, sample change order, and sample field order, as well as the advertisement for bid and bid bond at bidding. After the CWCB staff verifies that these documents comply with the terms of this CONTRACT, the BORROWER may issue the notice to proceed to the Construction Firms.
- G. The BORROWER shall conduct a pre-construction conference at which time the

CWCB staff shall have the opportunity to review and approve the construction schedule.

- H. If the CWCB staff determines that the PROJECT requires a resident inspector during construction, the BORROWER shall employ an inspector who has been approved by the CWCB staff.
- I. The BORROWER shall construct the PROJECT in accordance with the approved plans and specifications.
- J. Upon completion of the PROJECT construction, the BORROWER shall provide as-built drawings of the PROJECT to the CWCB staff, or, if required by § 37-87-105, C.R.S., the BORROWER shall provide the as-built drawings to the State Engineer's Office for approval and filing.
- K. Upon completion of the PROJECT construction, the BORROWER shall arrange a final inspection for the CWCB staff.
- L. The BORROWER shall pay all of the expenses related to the PROJECT when such bills are due.

**SECTION 9 – ELIGIBLE EXPENSES.** The following items are eligible for loan disbursements.

- A. Preparing final designs and specifications for the PROJECT.
- B. Preparing bid and construction contract documents.
- C. Preparing environmental assessment or environmental impact statements, and otherwise complying with the Federal National Environmental Policy Act.
- D. Complying with all federal, state, and local regulatory requirements, including the obtaining of all required permits.
- E. Fish and wildlife mitigation measures required by federal, state, or local laws and regulations.
- F. Actual construction as called for in the design documents and in change orders approved by the CWCB and the BORROWER.
- G. Engineering services for construction management, including design and construction management for CWCB-approved change orders.
- H. Interest during completion of the PROJECT pursuant to Paragraph A.4 of the CONTRACT.
- I. Legal services for reviewing engineering services contracts, reviewing this CONTRACT, reviewing construction contract documents, and for complying with all federal, state, and local regulatory requirements.
- M. PROJECT-related expenses incurred prior to the Effective Date of this CONTRACT in accordance with the approval of this loan.

#### **10 – DISBURSEMENT SCHEDULE**

For Project costs: The BORROWER shall prepare a periodic progress report which contains a statement of the PROJECT costs expended for that period and shall forward said statement to the CWCB. After receipt of the periodic progress report

### **Appendix 1 to Loan Contract C150358**

from the BORROWER, and review and acceptance of the items therein as eligible expenses as described below, the CWCB will pay to the BORROWER the amount set forth in the report or such portion that has been approved by the CWCB. Such payment shall be made within thirty (30) days from the CWCB's approval of each progress report.

**SECTION 11 – TIME FOR PERFORMANCE**

PROJECT Beginning: Upon Effective Date of this CONTRACT (the date this CONTRACT is signed by the State Controller or his designee).

PROJECT Finish: Three (3) years from the Effective Date of this Contract

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**PAID IN FULL**



# PROMISSORY NOTE

Date: August 9, 2013  
Borrower: Henrylyn Irrigation District  
Principal Amount: \$2,967,279  
Interest Rate: 1.75% per annum  
Term of Repayment: 30 years  
Loan Contract No.: C150358  
Loan Payment: \$127,978.02  
Payment Initiation Date\*: \_\_\_\_\_  
Maturity Date\*: \_\_\_\_\_

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

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.
2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. 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.
5. This PROMISSORY NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This PROMISSORY 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 and Deed of Trust, ("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 PROMISSORY NOTE in certain events.
8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the

**Appendix 2 to Loan Contract C150358**

Security Instruments securing this PROMISSORY NOTE occurs, the CWCB may declare the entire outstanding principal balance of the PROMISSORY NOTE, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.

9. The BORROWER and any co-signer or guarantor hereby agree that if this PROMISSORY NOTE or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.

10. This PROMISSORY NOTE shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Henrylyn Irrigation District,  
organized and existing as an irrigation district  
pursuant to C.R.S. §37-41-101 to §37-41-160

(S E A L)

By David E Bell  
Signature

Attest:

NAME: David E. Bell

TITLE: President/Director

DATE: 8/14/2013

By Rod Baumgartner  
Signature

NAME: Rod Baumgartner

TITLE: Secretary/Manager

DATE: 8/14/2013

**PAID IN FULL**



RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE Henrylyn Irrigation DISTRICT

The Board of Directors of Henrylyn Irrigation DISTRICT (District), at a meeting held Aug., 2013, at Hudson, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of the Prospect Reservoir Dam Facing Project in the amount of \$2,967,279 or such actual amount, more or less, as may be needed by the District and available from the CWCB including the CWCB loan origination fee of 1% of the loan amount.

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

1. to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of \$2,967,279, or such actual amount, more or less, as needed to finance the project costs, including the CWCB loan origination fee of 1%, and
2. to levy and collect assessment revenues in an amount sufficient to pay the annual amounts due under the LOAN CONTRACT, and to pledge said revenues and the District's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other DISTRICT revenues, and
4. to make the annual payments required by the PROMISSORY NOTE and to make annual deposits to a debt service reserve fund, and
5. to pledge the revenues from assessments and an undivided thirty percent (30%) interest in Prospect Reservoir as COLLATERAL for the loan and execute all documents, including a PROMISSORY NOTE and SECURITY AGREEMENT, necessary to convey a security interest in said property to the CWCB,
6. to execute all documents as required by the LOAN CONTRACT, including, but not limited to, a PROMISSORY NOTE and SECURITY AGREEMENT, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan, and
8. to provide the election results, to CWCB, from the special election of the legal electors in the district, held on July 15, 2013, authorizing and approving this loan.

CERTIFICATION

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

GIVEN UNDER OUR HANDS AND THE SEAL OF THE DISTRICT THE 14 DAY OF August 2013.

(S E A L)

By David E. Bell  
Signature

ATTEST:

By Rod Baumgartner  
Signature of Secretary

NAME: David E. Bell

TITLE: President

DATE: 8/14/2013

NAME: Rod Baumgartner

TITLE: Manager

DATE: 8/14/2013



# SECURITY AGREEMENT

(PLEDGE OF REVENUES)

DATE: AUGUST 9, 2013

DEBTOR: HENRYLYN IRRIGATION DISTRICT

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

PROMISSORY NOTE: \$2,967,279

TERMS OF REPAYMENT: 1.75% PER ANNUM FOR 30 YEARS

LOAN CONTRACT: C150358

COLLATERAL: All revenues derived from assessments and all of DEBTOR's right to receive said assessment revenues to repay the loan as described in PLEDGED PROPERTY provisions of the LOAN CONTRACT and DEBTOR's Resolutions adopted Aug 14, 2013

To secure payment of the loan evidenced by the PROMISSORY NOTE payable in accordance with the TERMS OF REPAYMENT, or until all principal, interests, and late charges, if any, are paid in full, the DEBTOR grants to SECURED PARTY a security interest in the above described COLLATERAL.

## DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby and any other security interests described in Section 5 of the LOAN CONTRACT PROJECT SUMMARY, DEBTOR is the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at any time claiming the same or any interest therein.
2. That the execution and delivery of this agreement by DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be attached or replevined.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature that may be levied or assessed against the COLLATERAL.
6. That the DEBTOR's articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL, provided that DEBTOR keeps the COLLATERAL in an account separate from other revenues of DEBTOR and does not use the COLLATERAL for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.

**DEBTOR SHALL BE IN DEFAULT** under this agreement upon any of the following events or conditions:

- a. default in the payment or performance of any obligation contained herein or in the PROMISSORY NOTE or LOAN CONTRACT;
- b. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against DEBTOR; or
- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished.

UPON SUCH DEFAULT and at any time thereafter, SECURED PARTY shall have the remedies of a secured party under Section 11-57-208, Colorado Revised Statutes, as amended. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL available to SECURED PARTY at a place to be designated by SECURED PARTY, which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorney's fees and legal expenses.

The SECURED PARTY shall give the DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR shall be considered in default for purposes of this Security Agreement. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement, but SECURED PARTY shall retain its rights of set-off against DEBTOR. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and DEBTOR consents to venue and personal jurisdiction in said Court.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its successors or assigns.

DEBTOR: Henrylyn Irrigation District,  
organized and existing as an irrigation district  
pursuant to C.R.S. §37-41-101 to §37-41-160

(SEAL)  
Attest:  
By Rod Baumgartner  
Signature

By David E Bell  
Signature

NAME: Rod Baumgartner

NAME: David E. Bell

TITLE: Manager

TITLE: President

DATE: 8/14/2013

DATE: 8/14/2013

**Appendix 4 to Loan Contract C150358**



# Deed of Trust

DATE: August 9, 2013  
GRANTOR: Henrylyn Irrigation District  
BENEFICIARY: COLORADO WATER CONSERVATION BOARD  
COUNTY: WELD  
PRINCIPAL LOAN AMOUNT: 2,967,279  
LOAN CONTRACT: LOAN CONTRACT No. C150358  
TERMS OF REPAYMENT: 1.75% per annum for 30 years  
COLLATERAL: An undivided thirty (30%) percent interest in certain real property known as prospect Reservoir, located in located in Section 25, 26, 35 and 36 in Township 1 North, Range 64 West of the 6<sup>th</sup> P.M., together with all improvements thereon, including but not limited to gates, ditches, canals, and all other structures and fixtures, and any easements, rights-of-way, or other property or property interests held and used in connection with the operation of said reservoir.

**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 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 PROMISSORY 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.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed the day and date first written above.

Henrylyn Irrigation District, organized and existing  
as an irrigation district pursuant to C.R.S. §37-41-  
101 to §37-41-160

(SEAL)

By David E Bell President  
Name, Title

ATTEST:

Date: 8/14/13

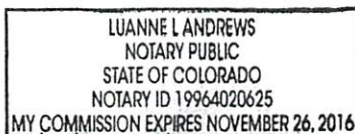
By Rod Baumgartner Manager  
Name, Title

Date: 8-14-2013

**PAID IN FULL**

County of Weld )  
State of Colorado ) SS  
)

The foregoing instrument was acknowledged before me this 14 day of August 2013, by  
Rod Baumgartner (Name) and David E. Bell (Name), as Manager (Title) and President (Title),  
respectively, of Henrylyn Irrigation District. Witness my hand and official seal.



Luanne L. Andrews Notary Public

My commission expires 11-26-2016

Return recorded DEED OF TRUST to: CWCB Finance Section, Attn: Contracts Manager,  
1313 Sherman Street, Suite 721, Denver CO 80203 (Phone Number 303-866-3441)

**Appendix 5 to Loan Contract C150358**

Page 3 of 3

# UCC Financing Statement Amendment

## Colorado Secretary of State

Date and Time: 03/10/2021 12:05:48 PM

Master ID: 20192110057

Validation Number: 20212022740

Amount: \$8.00

### Initial Financing Statement

File #: 20192110057

File Date: 11/27/2019 01:53:13 PM

Filing office: Secretary of State

This amendment is a termination.

### Authorizing Party (Secured Party): (Organization)

Name: STATE OF COLORADO WATER CONSERVATION BOARD

Address1: 1313 SHERMAN ST RM718

Address2:

City: DENVER

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States



# UCC Financing Statement

**Colorado Secretary of State**

Date and Time: 11/27/2019 01:53:13 PM

Master ID: 20192110057

Validation Number: 20192110057

Amount: \$8.00

## Debtor: (Organization)

Name: HENRYLYN IRRIGATION DISTRICT

Address1: 29490 COUNTY RD 14

Address2:

City: KEENESBURG

State: CO

ZIP/Postal Code: 80643

Province:

Country: United States

## Secured Party: (Organization)

Name: STATE OF COLORADO WATER CONSERVATION BOARD

Address1: 1313 SHERMAN ST RM718

Address2:

City: DENVER

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States

## Collateral

### Description:

SECURED PARTYS REVENUES PLEDGED TO REPAY LOAN OF \$1,824,204.41 IN ACCORDANCE WITH LOAN CONTRACT NO. C150358 AND PROMISSORY NOTE, DATED JUNE 16,2014

## Optional Information

### Optional filer reference data/miscellaneous information:

RENEWAL OF LAPSED FILING #20142066774

# UCC Financing Statement Amendment

**Colorado Secretary of State**

Date and Time: 07/14/2014 16:47:34 PM

Master ID: 20142002593

Validation Number: 20142066774

Amount: \$8.00

**Initial Financing Statement**

File #: 20142002593

File Date: 01/09/2014 11:41:12 AM

Filing office: Secretary of State

**Collateral**

This amendment restates collateral

**Description:**

Secured party's revenue pledged to repay loan of \$1,824,204.41 in accordance with loan contract no. C150358 and prommisory note, dated June 16, 2014.

**Authorizing Party (Secured Party): (Organization)**

Name: STATE OF COLORADO- COLORADO WATER CONSERVATION BOARD

Address1: 1313 SHERMAN ST

Address2: ROOM 721

City: DENVER

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States

**Authorizing Party (Debtor): (Organization)**

Name: HENRYLYN IRRIGATION DISTRICT

Address1: 617 BIRCH STREET

Address2:

City: HUDSON

State: CO

ZIP/Postal Code: 80642

Province:

Country: United States

# UCC Financing Statement

## Colorado Secretary of State

Date and Time: 01/09/2014 11:41:12 AM

Master ID: 20142002593

Validation Number: 20142002593

Amount: \$8.00

### Debtor: (Organization)

Name: HENRYLYN IRRIGATION DISTRICT

Address1: 617 BIRCH STREET

Address2:

City: HUDSON

State: CO

ZIP/Postal Code: 80642

Province:

Country: United States

### Secured Party: (Organization)

Name: STATE OF COLORADO- COLORADO WATER CONSERVATION BOARD

Address1: 1313 SHERMAN ST

Address2: ROOM 721

City: DENVER

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States

### Collateral

#### Description:

SECURED PARTY'S REVENUE PLEDGED TO REPAY LOAN OF \$2,967,279 IN ACCORDANCE WITH LOAN CONTRACT NO. C150358 AND PROMISSORY NOTE DATED AUGUST 9, 2013.