

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

October 20, 2021

Boulder County Public Trstee PO Box 417 Boulder, CO 80306

Subject:

Releases of Deeds of Trust

Contract No. CT2016-2452

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

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

Sincerely,

Jessica Halvorsen Loan & Grant Program Assistant

Finance Section

jessica.halvorsen@state.co.us

303-866-3441 X3247

Enclosures



Original Note and Deed of Trust Returned to: WHEN RECORDED RETURN TO:	
CWCB 1313 Sherman Street, Room 718	
Denver, CO 80203	
Prepared/Received by: Jessica Halvorsen	
REQUEST FOR FULL X / PARTIAL	
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF IN	NDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	
October 5, 2021	Date
St. Vrain and Left Hand Water Conservancy District, a Title 37 Water	Original Grantor (Borrower)
Conservancy District acting by and through its Water Activity Enterprise	
9595 Nelson Rd, Suite 203 Longmont, CO 80501	Current Address of Original Grantor, Assuming Party, or Current Owner
Check here if current address is unknown	Assuming Farty, or Current Owner
Colorado Water Conservation Board	Original Beneficiary (Lender)
December 14, 2015	Date of Deed of Trust
January 28, 2016	Date of Recording and/or Re-Recording of Deed of Trust
03498123	Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE OF	
Boulder COUNTY (The County of the Public Trustee who is the	ne appropriate grantee to whom the above Deed of Trust should
grant an interest in the property described in the Deed of T	rust.)
Full Release State of Colorado, Colorado Water Conservation Board, 1313 Sh. Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Current Owner, Holder of the Indebtedness and Successor in Interest from the Current Owner, Holder of the Indebtedness and Successor in Interest from the Current Owner, Holder of the Indebtedness and Successor in Interest from the Current Owner, Holder of the Indebtedness of Current Owner, Holder of Current Owner, Holder of Current Owner,	
Thank and Address of Current Owner, Honder of the Independences and Successor in Interest from C	Department of Financial Resources, Secured by Decid of Financial
Kirk Russell, Finance Section Chief, CWCB, 1313 Sherma Name, Title and Address of Officer, Agent, or Attorney of C	
Name, Title and Address of Officer, Agent, or Attorney of C	Signature/Date 10/12/21
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Cheer (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 MIREMON (Notary Notary Public State of Colorado Notary ID # 20104038240 My Commission Expires 05-18-2
RELEASE OF DEED OF TR	Notary Public Witness my hand and official seal
	Notary Public Witness my hand and official seal
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be be referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in appurtenances thereto belonging.	Notary Public Witness my hand and official seal **UST** In real property described in the Deed of Trust to the neld in trust to secure the payment of the indebtedness of partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby ally and absolutely release, cancel and forever discharge
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be be referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully or has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in	Notary Public Witness my hand and official seal **UST** In real property described in the Deed of Trust to the neld in trust to secure the payment of the indebtedness of partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby ally and absolutely release, cancel and forever discharge
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be be referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully or has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in	Notary Public Witness my hand and official seal **DUST* In real property described in the Deed of Trust to the held in trust to secure the payment of the indebtedness of partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby lly and absolutely release, cancel and forever discharge the Deed of Trust, together with all privileges and

(If applicable: Notary Seal)



01/28/2016 10:23 AM Boulder County Clerk, CO RF: \$21.00

03498123 Page: 1 of 3 DF: \$0.00

Deed of Trust

DATE: Dece

December 14, 2015

GRANTOR:

St. Vrain and Left Hand Water Conservancy District, a Title 37 Water

Conservancy District acting by and through its Water Activity

Enterprise

BENEFICIARY:

Colorado Water Conservation Board

COUNTY:

Boulder

PRINCIPAL LOAN AMOUNT:

\$4,545,000

CONTRACT No.:

CT2016-2452

TERMS OF REPAYMENT:

30 YEARS- no payments and zero interest for the first three years followed by 27 years of amortized payments at the interest rate of

3.20% per annum

COLLATERAL:

An undivided one-hundred percent interest in 200 acre-foot units of Colorado-Big Thompson Project Water contractual rights. Contract ID: 3713 (47); 3712 (50); 3711 (5); 3710 (10); 1505 (10); 2997 (18); 3004 (15); 5298 (25); 5559 (10); 6662 (10) administered through the

Northern Water Conservancy District.

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.

Appendix 5

Page 1 of 3



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.

Executed the day and date first written above.

St. Vrain and Left Hand Water Conservancy District, a Title 37 Water Conservancy District acting by and through its Water Activity Enterprise

By De me Grueleers, Corolles Vame, Title

Date: 12/14/15 ATTEST: Date: 12/14/15 County of State of Colorado The foregoing instrument was acknowledged before me this 44 day of Dec 2015, by Dennis Haselbush (Name), Sec. (Title) and Yanctients (Name), President (Title), William of St. Vrain and Left Hand Water Conservancy District. Witness my hand and official seal. My commission expires / -> PATRICIA S. YANCHUNAS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 2004036138 OMMISSION EXPIRES 12/11/2016

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

PROMISSORY NOTE

Date: D

December 14, 2015

Borrower:

St. Vrain and Left Hand Water Conservancy District, a Title 37 Water Conservancy District acting by and through its Water

Activity Enterprise

Principal Amount:

\$4,545,000.00

Interest Rate:

zero interest for first three years, followed by 3.20% for remaining

27 years

Term of Repayment:

30 years - no payments for first three years followed by 27 years of

amortized payments

Contract No.:

CT2016-2452

Loan Payment:

\$0 first three years of loan, followed by 27 remaining payments

of \$253,918.00

Payment Initiation Date*:

March 1, 2016

Maturity Date*:

March 1, 2046

- * Payment Initiation Date and Maturity Date fields are filled in after the contract has been executed.
- 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 on the first of the month four (4) years from the 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.
- 3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, 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 of even date and amount and cover

certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and SECURITY AGREEMENT grant additional rights to the CWCB.

- 8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the 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.

(S	EAL)
Attest:	

BORROWER: St. Vrain and Left Hand Water Conservancy District, a Title 37 Water Conservancy District acting by and through its Water Activity Enterprise

NAME: Dennis Yanchungs

TITLE: Board President

DATE: 12/14/15

NAME: William Haselbush
TITLE: Board Secretary

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 X / PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF IN OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	EDEBTEDNESS WITH PRODUCTION OF EVIDENCE
October 5, 2021 St. Vrain and Left Hand Water Conservancy District, acting by and through its water activity enterprise 9595 Nelson Rd, Suite 203	Date Original Grantor (Borrower) Current Address of Original Grantor,
Longmont, CO 80501	Assuming Party, or Current Owner
Check here if current address is unknown Colorado Water Conservation Board	Original Beneficiary (Lender)
February 11, 2019	Date of Deed of Trust Date of Recording and/or Re-Recording of Deed
March 27, 2019 03704328 County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	of Trust Recording Information
TO THE PUBLIC TRUSTEE OF	
Boulder COUNTY (The County of the Public Trustee who is the grant an interest in the property described in the Deed of T	e appropriate grantee to whom the above Deed of Trust should rust.)
PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUS by the Deed of Trust has been fully or partially paid and/or the purpose of the regard to the property encumbered by the Deed of Trust as described therein as to that portion of the real property described as: (IF NO LEGAL DESCRIP FULL RELEASE)	Deed of Trust has been fully or partially satisfied in
Full Release	
State of Coloredo Coloredo Water Conservation Board 1212 Sh	Jarman Street Ste 718 Denver CO 80203
State of Colorado, Colorado Water Conservation Board, 1313 Shame and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and State of Current Owner, Holder of the Indebtedness and Indebtedne	
Kirk Russell, Finance Section Chief, CWCB, 1313 Sherma	n Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of C	Signature/Date
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Charles (date) by* Kirk Russell Finance Section Chief	LAUREN CASS MIREMONT Notary Public
*If applicable, insert title of officer and name of current owner and holder	State of Colorado Notary ID # 20104038240 My Commission Expires 05-18-2024 Witness my hand and official seal
*If applicable, insert title of officer and name of current owner and holder *RELEASE OF DEED OF TR WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be be referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in appurtenances thereto belonging.	Notary ID # 20104038240 My Commission Expires 05-18-2024 Witness my hand and official seal UST In real property described in the Deed of Trust to the held in trust to secure the payment of the indebtedness of the partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby ally and absolutely release, cancel and forever discharge
*If applicable, insert title of officer and name of current owner and holder *RELEASE OF DEED OF TR WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be in referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in	Notary ID # 20104038240 My Commission Expires 05-18-2024 Witness my hand and official seal UST In real property described in the Deed of Trust to the held in trust to secure the payment of the indebtedness of the partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby ally and absolutely release, cancel and forever discharge
*If applicable, insert title of officer and name of current owner and holder RELEASE OF DEED OF TR WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain Public Trustee of the County referenced above, in the State of Colorado, to be be referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment acknowledged, I, as the Public Trustee in the County named above, do hereby full the Deed of Trust or that portion of the real property described above in appurtenances thereto belonging.	Notary ID # 20104038240 My Commission Expires 05-18-2024 Witness my hand and official seal UST In real property described in the Deed of Trust to the held in trust to secure the payment of the indebtedness owner and holder of the indebtedness; to of the statutory sum, receipt of which is hereby ally and absolutely release, cancel and forever discharge the Deed of Trust, together with all privileges and

(If applicable: Notary Seal)



03/27/2019 03:03 PM Boulder County Clerk, CO RF: \$18.00

03704328 Page: 1 of 2 DF: \$0.00

Appendix C, Amendment No.1 to Loan Contract CT2016-2452 Amendment to Deed of Trust

Date: February 11, 2019

Grantor (Borrower): St. Vrain and Left Hand Water Conservancy District, acting by and

through the water activity enterprise

Beneficiary (Lender): Colorado Water Conservation Board

Lender Address: 1313 Sherman Street, Room 718, Denver,

Colorado, 80203

Date of Original Deed of Trust: December 14, 2015

Recorded Date of Original Deed of Trust: January 28, 2016

County of Recording ("County"): Boulder

Deed of Trust Recording Information: Reception Number 03498123 (3 pages)

Loan Contract Number: CT2016-2452

Promissory Note: \$4,545,000.00, Zero percent (0%) for five (5) years

followed by twenty-seven (27) years at 3.20% interest,

Annual Loan Payment is \$253,918.00

Pledged Property: No change to property pledged per original Deed of

Trust

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

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by the Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the Original Loan Contract and Promissory Note to change the loan term from the existing three (3) years to five (5) year at 0% interest followed by twenty-seven (27) years at a blended interest of 3.20% and hereby amend the original Deed of Trust to document the change.

NOW THEREFORE, the CWCB and Grantor agree that:

- 1. This Amendment to Deed of Trust, Appendix C to Amendment No. 1, Contract Number CT2016-2452 shall supplement and operate in conjunction with the Deed of Trust attached to the Original Contract as Appendix 5, recorded in Boulder County, dated January 28, 2016, Reception Number 03498123, three pages and incorporated herein by reference.
- 2. The Grantor has executed an amended Promissory Note, in the amount of \$4,545,000.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2016-2452, Amendment No. 1, 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 718, Denver, CO 80203, payable in annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
- 3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the Original Deed of Trust the provisions of this amendment shall in all respects supersede, govern, and control.
- 4. Any provisions of the Original Deed of Trust not expressly modified herein remain in full force and effect.

Appendix C Page 1 of 2

Contract Number CT2016-2452



Grantor: St. Vrain and Left Hand Water Conservancy District acting by and through the water activity enterprise
By Signature
Name Sian Cronin
Title Crecetine Operation
Date 2-11-19
ATTEST:
By Lenne Jonkera
Name Denvis Janchenas
Title President
Date 2-11-19
NOTARY REQUIRED
State of Colorado)
County of Boulder) ss.
The foregoing instrument was acknowledged before me on February 11, 2019, by
Donnis Yanchung (Name) as President (Title)
and
Sean Cronin (Name) as Executive Dir (Title)
of the St. Vrain and Left Hand Water Conservancy District, acting by and through the water activity enterprise. Witness my hand and official seal.
DONNA LEE Notary Public – State of Colorado Notary ID 20174018653 My Commission Expires May 2, 2021 Notary Public
My commission expires on $\frac{Way d - 202}{}$ (SEAL)

5. Executed on the date first written above.

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

Appendix A, Amendment No. 1 to Loan Contract CT2016-2452 Amendment to Promissory Note

Date: February 11, 2019

Borrower: St. Vrain and Left Hand Water Conservancy District, acting by and

through the water activity enterprise

Total Loan Amount: \$4,545,000.00

Interest Rate: Zero percent (0%) for five (5) years followed by twenty-seven (27) years

at 3.20% interest per annum

Term of Repayment: 32 years or until loan is paid in full

Loan Contract No.: CT2016-2452 Annual Loan Payment: \$253,918.00

Payment Initiation Date: March 1, 2016

(Contract Execution Date) (to be filled in at Substantial Completion of Project)

Maturity Date: March 1, 2048
(to be filled in at Substantial Completion of Project)

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.

- This Amendment to Promissory Note shall replace and supersede the Original Promissory Note, attached as Appendix 2 to the Original Loan Contract and incorporated by reference.
- 2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable on March 1, 2022 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.
- Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street Room 718, 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 sixty (60) calendar days of the due date.
- 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.
- 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 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 Note in certain events.

Appendix A Page 1 of 2

- 8. 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 sixty (60) 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 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 Note shall be governed in all respects by the laws of the State of Colorado.

St. Vrain and Left Hand Water Conservancy District, acting by and through the water activity enterprise

Attest:

Signature

Name Jenking Yandunas

Title Husident

Date 2-11-19

Signature

Sean Cr

Date 2-11-19

PAID IN FULL

STATE OF COLORADO

Water Conservation Board 303-866-3441

	1			TVALIGIT BOATA COC COC CTTT				
CATEGORY: PDSP C2	VENDOR NAME: BOULDER COUNTY PUB			OUNTY PUBLIC TRUSTEE	CHECK NO:	O : 8003049658		
	VENDO	R CODE:	VC00000000	VC0000000412461		: 10/15/2021		
	NVOICE			PAYMENT REQU	EST			
NUMBER		LINE	DATE	NUMBER	LINE		AMOUNT	
10/08/21 St. Vrain & Left Hand WCD CT201	6 2452 2 DO	1	10/08/2021	GAX PDAA 20220000000000001	21 0,1		56.00	
			:5 \$30.00					
Check Payable to Boulder County	Public Trust	ee						
<u> </u>								
						TOTAL	56.00	
							NEGOTIABLE	



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COLORADO

@C1473@C1473@C1473@C1473@C1475@C1475@C1475@C14

Office of the State Controller

Wells Fargo Bank, N.A.

Issue Date: 10-15-2021 No. 8003049658

PAY Fifty Six And 00/100 Dollars

TO THE ORDER OF:

BOULDER COUNTY PUBLIC TRUSTEE PO BOX 471 BOULDER CO 80306-0471

Warrant on the Treasurer of the State of Colorado PDSP Water Conservation Board 303-866-3441

\$*******56.00

STATE TREASURER