

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

October 5, 2021

Larimer County Public Trustee PO Box 12250 Fort Collins, CO 80522

Subject:

CWCB Loan Contract CT2017-2253 - Release of Deed of Trust

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

Should you have any questions, please contact me at Telephone No. (303) 866-3441 ext. 3247 or by email jessica.halvorsen@state.co.us .Thank you for your assistance in this matter.

Sincerely,

essica Halvorsen

Loan & Grant Program Assistant

SICU Halveron

Finance Section

Enclosures



Larimer  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 AS 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 Automey of Cirrent Owner and Folder  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name, Title and Address of Officer, Agent, or Automey of Cirrent Owner and Folder  The foregoing Request for Release was acknowledged before me on Street of Colorado (date) by *  Wither States of Colorado (date) by		
Prepared Received by: Jessica Halvorsen  REQUEST FOR FULL X / PARTIAL RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE  OF DEAT PURSUANT TO \$3-39-102(1) (i), COLORADO REVISED STATUTES  October 5, 2021  Cottober 5, 2021  Date Original Grantor (Borrower)  Colorado Weld Irrigation Company, A Colorado NonProfit Corporation  To Elain Avenue  Colorado Water Conservation Board  Colorado Water Conservation Board  Original Beneficiary (Lender)  Date of Deed of Trust  Date of Peed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in grant or interest in so a full release or in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of furnat for the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the purpose of the Deed of Trust has been fully or partially satisfied in the Deed of Trust has been fully or partially satisfied in the Deed of Trust has been fully or partially satisfied in the Deed of Trust has been fully or partially satisfied in the Deed of Trust has been fully or partially satisfied according to the virties request of the current owner and holder of the indebtedness secured to therein; and  WHEREAS, the	WHEN RECORDED RETURN TO:	
Prepared/Received by: Jessica Halvorsen  REQUEST FOR FULL X / PARTIAL RELEASE DY DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE.  October 5, 2021  Lariner and Weld Irrigation Company, A Colorado NonProfit Corporation  Colorado Part Press (10, 10, 10, 10, 10, 10, 10, 10, 10, 10,	1313 Sherman Street, Room 718	
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDESTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 88-89-102 (1) (a); COLORADO REVISED STATUTES  OF DEBT PURSUANT TO § 88-89-102 (1) (a); COLORADO REVISED STATUTES  OF DEBT PURSUANT TO § 88-89-102 (1) (a); COLORADO REVISED STATUTES  OF DEBT PURSUANT TO § 88-89-102 (1) (a); COLORADO REVISED STATUTES  OF DEBT PURSUANT TO § 88-89-102 (1) (a); COLORADO REVISED STATUTES  Date OF Dead of Trust Address of Original Grantor, Cassuming Party, or Current Owner Assuming Party, or Current Owner Party or Current Owner Party or Current Owner Party or Current Owner Party of Review Party of Review Party or Current Owner Party of Review Party or Current Owner Party of Review Party of Review Party of Review Party of Party		
Larimer and Weld Irrigation Company, A Colorado NonProfit Corporation  106 Ein Avenue  Clorado Water Conservation Board  Colorado Water Conservation Board  Colorado Water Conservation Board  Colorado Water Conservation Board  Original Beneficiary (Lender)  Date of Deed of Trust Date of Deed of Trust Date of Recording and/or Re-Recording of Deed of Trust County Rept. No. and/or Book/Page No. and/or Torrens Rep. No.  TO THE PUBLIC TRUSTEE OF  Larimer  GOUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an inderest 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 gaid 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  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 and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources. Secured by Deed of Trust and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources. Secured by Deed of Trust and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources. Secured by Deed of Trust and Address of Colorado  State of Colorado  State of Colorado  County of Denver  The foregoing Request for Release was acknowledged before me on Rept. Secured to Provide Address of Colorado (and the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedn	RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF IN	IDEBTEDNESS WITH PRODUCTION OF EVIDENCE
Colorado Water Conservation Board  State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name and Address of Current Cower, Holder of the Indebtedness and Successor in Interest in the the Department of Natural Resources, Secured by Ded of Trust Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name, Title and Address of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness and Successor in Interest in the Department of Natural Resources, Secured by Ded of Trust and Address of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Ded of Trust and Address of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Ded of Trust and Address of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Ded of Trust and Address of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness of Officer, Agent, or Anomes of Current Cower, Holder of the Indebtedness of Officer, Agent, or Anomes of C		
Enton, CO 80615  Check here if current address is unknown Colorado Water Conservation Board  Original Beneficiary (Lender)  Date of Peed of Trust Date of Recording and/or Re-Recording of Deed of Trust Date of Recording and/or Re-Recording of Deed of Trust PLEASE EXECUTE AND RECORD A RELEASE OF 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 exercised 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 exercised as:  (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A PULL 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 Manue, Indead of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Manue, Indead of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Manue, Indead of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Manue, Indead of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Manue, Indead of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Manue, Indead of the Indebtedness of Officer, Agent, or Attempts of Department of Natural Resources, Secured by Deed of Trust Manue, Indead of Trust Manue, Inde		o .
Colorado Water Conservation Board  Colorado Water Conservation Board  Original Beneficiary (Lender)  Date of Deed of Trust Date of Recording and/or Re-Recording of Deed of Trust Date of Recording and/or Re-Recording of Deed of Trust County Rept. No. and/or Film No. and/or Book-Page No. and/or Torrens Reg. No.  TO THE PUBLIC TRUSTEE OF Larimer  COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust about Original Beneficiary (Lender)  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 partial and or the purpose of the Deed of Trust has been fully or partially partial release, only that portion of the real property described as:  (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A 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 And Description of the Public Trustee of Colorado.  State of Colorado Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name, Tale and Address of Officer, Agent, or Altomory Officing Owner and Holder  The foregoing Request for Release was acknowledged before me on Colorado Colorado County of Denver  WHEREAS, the Grantor(s) named above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness secured by the 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; NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is herefored to therein; and  WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of		
November 10, 2016   Date of Deed of Trust		Assuming Party, or Current Owner
Date of Recording and/or Re-Recording of Deed of Trust 20170008424  County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.  TO THE PUBLIC TRUSTEE OF  Larimer  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 as 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 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 AFULL 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 Should have been appropriate to the Colorado.  State of Colorado Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203  Name, Title and Address of Officer, Agent, or Alterney of Gringty Gwong and Folds  State of Colorado Country of Denver  The foregoing Request for Release was acknowledged before me on Holder of the Country 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 Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the Country referenced above, in the State of Colorado, to be held in trust to secure		Original Beneficiary (Lender)
State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203	November 10, 2016	Date of Deed of Trust
20170008424 County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.  TO THE PUBLIC TRUSTEE OF Laritmer  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 ABOVE. The indebtedness secured 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 ABOVE. THIS WILL BE		
To the Public Trustee of  Larimer  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 the property described 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 AS TRULL 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 Gregat Owney and Molete  State of Colorado  County of Denver  The foregoing Request for Release was acknowledged before me on Regulation of the property described above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced 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:  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, to gether with all privileges and appurtenances thereto belonging.		
TO THE PUBLIC TRUSTEE OF  Larimer  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 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 protino of the real property described as:  (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED AS 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 As Market Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 748/Denver, CO 80203  Name, Trile and Address of Officer, Agent, or Attorney of Green flowing and Holder  State of Colorado  County of Denver  The foregoing Request for Release was acknowledged before me on Kirk Russell  Finance Section Chief  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; NOW THEREFORE, in consideration of the premises and the payment of the statutory sun, receipt within its 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 sun, receipt within its hereby acknowledged, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust, to that portion of the real property described above in the Deed of Trust, together wit		Recording Information
Larimer  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 AS 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 Grent Owner and Holder  State of Colorado  Country of Denver  The foregoing Request for Release was acknowledged before me on Comment of the Country of Commitssion Expires  (date) by*  Signature/Date  LAUREN CASS MIREMON 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 Country 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 sun, consideration of the premises and t	County   Rept. 190, and/of Film 190, and/of Book/Fage 190, and/of Toffens Reg. 190.	
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 AS 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 Greet Government of Natural Resources, Secured by Deed of Trust and Address of Officer, Agent, or Attorney of Greet Government of Natural Resources, Secured by Deed of Trust of the Colorado  County of Denver  The foregoing Request for Release was acknowledged before  The foregoing Request for Release and name of current owner and holder  WHEREAS, the Grantor(s) named above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to the		
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)  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. 748 Denver, CO 80203  Name, Title and Address of Officer, Agent, or Attorney of Carrent Owner, and Holder  State of Colorado  County of Denver  The foregoing, Request for Release was acknowledged before me on Kirk Russell  Finance Section Chief  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; 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 paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially p	Larimer	
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Kirk Russell (date) by*  Kirk Russell (date) by*  Finance Section Chief  Date Commission Expires  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and 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**  Public Trustee**  **IF APPLICATION NOTES	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 Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman	nerman Street, Ste. 718 Denver, CO 80203 the Department of Natural Resources, Secured by Deed of Trust on Street. Ste. 718/Denver, CO 80203
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Kirk Russell (date) by*  Kirk Russell (date) by*  Finance Section Chief  *If applicable, insert full of officer and name of current owner and holder  *If applicable, insert full of officer and name of current owner and holder  *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  Public Trustee  (Public Trustee use only; use appropriate label)		Signature/Date
The foregoing Request for Release was acknowledged before me on Kirk Russell (date) by*  Kirk Russell (date) by*  Finance Section Chief  Date Commission Expires  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder  *If applicable, insert fitle of officer and name of current owner and holder of the indebtedness referred to therein; and  *If applicable, insert fitle of officer and name of current owner and holder of the indebtedness;  NOW THEREAS, 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 paid and/or the purp		
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  (Public Trustee use only; use appropriate label)	The foregoing Request for Release was acknowledged before me on Kirk Russell  Finance Section Chief  Date Commission Expires	Notary ID # 20104038240 My Commission Expires 05-18-20
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  (Public Trustee use only; use appropriate label)	RELEASE OF DEED OF TR	UST
(Public Trustee use only; use appropriate label) (Public Trustee's 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 hereferred 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 of 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 the county named above.	n real property described in the Deed of Trust to the held in trust to secure the payment of the indebtedness 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 ly and absolutely release, cancel and forever discharge
AND THE PROPERTY OF THE PROPER		Public Trustee
Deputy Public Trustee	(Public Trustee use only; use appropriate label) (Public Trustee's Seal)	
		Deputy Public Trustee
		Deputy Public Trustee  (If applicable: Notary Seal)

Rev. 07/08

## **DEED OF TRUST**

DATE: November 10, 2016

GRANTOR: LARIMER AND WELD IRRIGATION COMPANY, A COLORADO NONPROFIT

**CORPORATION** 

BENEFICIARY: COLORADO WATER CONSERVATION BOARD

COUNTY: LARIMER

TOTAL LOAN AMOUNT: \$681,750.00 LOAN CONTRACT NUMBER: CT2017-2253

TERMS OF REPAYMENT: 1.50% INTEREST FOR 30 YEARS

PLEDGED PROPERTY: AN UNDIVIDED ONE-HUNDRED PERCENT INTEREST IN THE HEADGATE

STRUCTURE LOCATED IN THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4, SECTION 34, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE 6TH P.M.,

**LARIMER COUNTY** 

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

### **FACTUAL RECITALS**

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

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

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

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the PLEDGED PROPERTY in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said PLEDGED PROPERTY as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further

covenants that the PLEDGED PROPERTY is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the PLEDGED PROPERTY in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed the day and date first written above.

	GRANTOR: Larimer and Weld Irrigation Company
(SEAL)	a Colorado nonprofit corporation
	D. Howard
	By Signature
SE AL	Sphale
	Name Lyn Fagenberg
Action Control of	Title President
§ Comment	Date
ATTEST:	Date
P I I II	
Signature	
Name Russ Leffler	
Title Director	
Date	
Dutc	
Notary Possined	
Notary Required	
State of Colorado	)
County of Weld )	) ss.
The foregoing instrument was acknowledge	ed before me on Nov. 10 2016 by
Lynn Fugaberg (Name) as Presid	ent (Title) and
	(Title) of the Larimer and Weld Irrigation
Company.	(Title) of the Larimer and Weld Irrigation
Witness my hand and official seal.	
NOTARY PUBLIC	Fullands & Medan
STATE OF COLOPADO NOTARY ID # 20144945197	Notary Public Signature
MY COMMISSION EXPIRES FEBRUARY 24, 2019	notary rubile signature
My commission expires Feb. 24, 200	(SEAL)
my commodor expires	(SEAL)

(Colorado Water Conservation Board will record Amendment to DEED OF TRUST with the County.)

### **PROMISSORY NOTE**

DATE:

NOVEMBER 10, 2016

BORROWER:

LARIMER AND WELD IRRIGATION COMPANY, A COLORADO NONPROFIT

CORPORATION

TOTAL LOAN AMOUNT:

\$681,750.00

INTEREST RATE:

1.50% PER ANNUM

TERM OF REPAYMENT:

30 YEARS

LOAN CONTRACT NUMBER:

CT2017-2253

ANNUAL LOAN PAYMENT:

\$28,387.52

PAYMENT INITIATION DATE\*:

(to be filled in at Substantial Completion of Project)

MATURITY DATE\*:

(to be filled in at Substantial Completion of Project)

- 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 annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the 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 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

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

and accountsof 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 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.
- 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 Promissory Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: LARIMER AND WELD IRRIGATION
Company, a Colorado nonprofit
CORPORATION

(SEAL)

Attest:

Signature

TITLE:

DATE:

TITLE:

Director

DATE: 11/10/16

PAID IN FULL

### STATE OF COLORADO

Water Conservation Board 303-866-3441

CATEGORY: PDSP C2	VENDO	R NAME:	LARIMER CO	DUNTY PUBLIC TRUSTEE	CHECK NO	8003049657	0
	VENDOR CODE: VC0000000000				ISSUE DAT	E: 10/15/2021	
	NVOICE			PAYMENT REQ	UEST		
NUMBER		LINE	DATE	NUMBER	LINE		AMOUNT
10/06/21 Larimer & Weld Irrigation Co CT20	17-2253 DO	1 T Release	10/06/2021 \$28.00	GAX PDAA 202200000000000000	120 0,1		28.00
Check payable to Larimer County	Public Truste	е					
						TOTAL	28.00 N NEGOTIABLE





COLORADO

Office of the State Controller

Wells Fargo Bank, N.A.

SECURITY FEATURES INCLUDED, DETAILS ON BACK.

No. 8003049657 Issue Date: 10-15-2021

66-156 531

\$\*\*\*\*\*\*\*28.00

PAY Twenty Eight And 00/100 Dollars

TO THE ORDER OF:

BENALTHEN AND BENALTHEN BONALTHEN BONALTHEN

LARIMER COUNTY PUBLIC TRUSTEE PO BOX 2027 FORT COLLINS CO 80522-2027

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



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

# Approved Contract Amendment No.1-Larimer and Weld-CT2017-2253

1 message

Mason - DNR, Peg <peg.mason@state.co.us> To: Jessica Halvorsen - DNR <jessica.halvorsen@state.co.us> Fri, Sep 24, 2021 at 11:28 AM

Hi Jessica-

Attached is an approved amendment for Larimer and Weld- CT2017-2253. This is a loan Close-Out. We have reduced the contract total amount to zero. They never started the Project. Attached you will find the Amendment No.1 with all original appendices "canceled" and the supporting documents for deauthorization. The deauthorization, by the Board, took place on November 18, 2020.

Would you please check in the hard file and laserfiche to see if the Deed of Trust was ever recorded? I do not have anything that shows that it was. But it is a 2017 doc so it could have been. If it was, the Deed of Trust will need to be released. If it wasn't then no action needs to be taken.

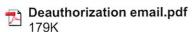
Thanks!

Peg

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

release Dot Lavimer County \$1 28.00

3 attachments





AMEND1-SIGNED-CT2017-2253.pdf 3245K