



COLORADO

Colorado Water Conservation Board

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

January 21, 2022

Hinsdale Public Trustee
PO Box 336
Lake City, CO 81235

Subject: CWCBC Loan Contract C153318 - Release of Deed of Trust

This refers to the attached Request for Full Release of Deed of Trust relative to an agreement between San Luis Valley Irrigation District and the Colorado Water Conservation Board (CWCBC). 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 CWCBC 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,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section

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 ☒ / 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

November 30, 2021

San Luis Valley Irrigation District

PO Box 637

Center, CO 81125

☐ Check here if current address is unknown

Colorado Water Conservation Board

November 19, 2001

November 30, 2001

91920

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

Hinsdale

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

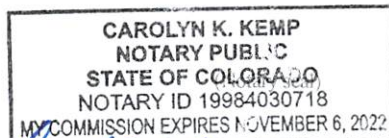
The foregoing Request for Release was acknowledged before
me on Dec 16, 2021 (date) by*

Kirk Russell

Finance Section Chief

Nov 6, 2022 Date Commission Expires

*If applicable, insert title of officer and name of current owner and holder



Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

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



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Deed of Trust
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DEED OF TRUST

THIS DEED OF TRUST, dated this 19th day of NOVEMBER 2001, between THE SAN LUIS VALLEY IRRIGATION DISTRICT, the Grantor herein, whose address is 296 Miles Street, Center, Colorado, County of Saguache and State of Colorado, and the PUBLIC TRUSTEE of the County of Hinsdale, in which the property described below is situated, in the State of Colorado,

WITNESS:

WHEREAS, the Grantor, to secure the repayment of the indebtedness evidenced by the repayment language, set forth in Contract No. C153318, dated September 14, 1979 ("Contract"), for loan in the principal sum of \$90,000.00, to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado, 80203, the Beneficiary herein, payable in forty (40) annual installments, in accordance with said repayment language, or until loan is paid in full, was to have granted and conveyed the Property described in paragraph A.2. of the Contract to the Public Trustee.

WHEREAS, it now appears that said grant and conveyance to the Public Trustee was never executed.

WHEREAS, the Grantor has made the annual installments in accordance with the repayment language.

NOW THEREFORE, the Grantor does hereby grant and convey unto said Public Trustee the following described Property, situate in the County of Hinsdale, State of Colorado, to wit:

An undivided ten percent (10%) interest in and to the Rio Grande Reservoir together with all inlet and outlet ditches and structures appurtenant thereto or used in connection therewith as more completely described on Attachment 1, (collectively or hereinafter referred to as the "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 note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, 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 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 said 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 note, rendering the overplus (if any) unto the Grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the Property sold. The Beneficiary may purchase said property or any part thereof at such sale.

The Grantor covenants that at the time of the execution of the Contract and delivery of these presents, it was seized of said Property in fee simple, and that said Property was free of encumbrance by any beneficiary other than the beneficiary named herein.

The Grantor also covenants that he will pay all taxes and assessments against said Property and amounts due on prior encumbrances. If Grantor shall fail to pay insurance premiums, the same and all amounts shall become additional indebtedness due hereunder, and in case of foreclosure,

THE STATE OF NEW YORK
IN SENATE
January 10, 1906.

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1895.

ALBANY:
J. B. LIPPINCOTT & COMPANY, PRINTERS,
1895.

THE LAND OFFICE
OF THE STATE OF NEW YORK
HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF
A COPY OF THE REPORT OF THE COMMISSIONERS OF THE
LAND OFFICE, IN RESPONSE TO A RESOLUTION PASSED BY
THE SENATE MAY 1, 1895, AND TO STATE THAT THE
SAME HAS BEEN FILED IN THE OFFICE OF THE
COMMISSIONER OF THE LAND OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY
HAND AND SEAL OF OFFICE, THIS 10TH DAY OF
JANUARY, 1906.

JOHN W. ALLEN,
COMMISSIONER OF THE LAND OFFICE.

ALBANY, N. Y.,
JANUARY 10, 1906.

THE STATE OF NEW YORK
IN SENATE
January 10, 1906.



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Deed of Trust
Page 2 of 2

Grantor will pay a reasonable attorney's fee.

Should the Beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said Property, the Grantor agrees that all court costs and a reasonable attorney's fee paid by the Beneficiary shall become additional indebtedness due hereunder; and the Grantor does hereby release and waive all claims in said Property as a homestead exemption or other exemption now or hereafter provided by law.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, then all principal sum hereby secured and interest thereon may at the option of the Beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said Property will thereupon be delivered to the Beneficiary, and on failure to deliver such possession the Beneficiary shall be entitled to a receiver for said Property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed by its President, and its seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

SAN LUIS VALLEY IRRIGATION DISTRICT

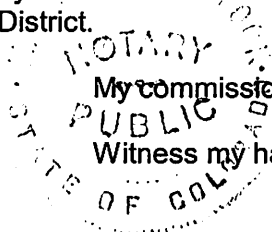
By: David W. Graham
David W. Graham, President

ATTEST:

By: Janet L. Evans
Jan Evans, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF SAGUACHE)

The foregoing instrument was acknowledged before me this 19th day of November 2001, by David W. Graham as President and Jan Evans as Secretary of the San Luis Valley Irrigation District.



My commission expires:

2-28-04

Witness my hand and official seal.

Marcin [Signature]
Notary Public

1. The following are the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1914:

2. The above information is being furnished to you for your information only. It is not to be used for any other purpose without the express written consent of the FBI. This information is being furnished to you under the provisions of the Freedom of Information Act, 5 U.S.C. 552, and is not to be released to the public without the express written consent of the FBI.

ESTIMATED TOTAL INVENTORY 9.00

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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ATTACHMENT TO DEED OF TRUST FOR CONTRACT #C153318

San Luis Valley Irrigation District
Rio Grande Reservoir

Legal Description

Rio Grande Reservoir located in Sections 5, 6, 7, 8, 9, 10, 13, 14, 15, and 16, Township 40 North, Range 4 West, N.M.P.M., and Sections 31 and 32, Township 41 North, Range 4 West, N.M.P.M., Hinsdale County, Colorado.

ATTACHMENT TO DEED OF TRUST FOR CANTONMENT ALIEN

San Luis Valley Irrigation District
Rio Grande Reservoir

Legal Description

San Luis Valley Reservoir located in Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13,
Township 40 North, Range 4 West, T.40N.R.4W., and Sections 31 and 32,
Township 41 North, Range 4 West, T.41N.R.4W., Hinsdale County, Colorado.

An undivided ten (10) percent interest in and to the Rio Grande Reservoir together with all inlet and outlet ditches and structures appurtenant thereto or used in connection therewith.

3. Permit periodic inspection of construction by the authorized representatives of the State during construction and permit the State to review and approve or disapprove any contracts for the construction of the project or the performance of work pursuant to such contracts or subcontracts.

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

5. Make the services of said project available within its capacity to all persons in the Contractor's service area entitled to service by law without discrimination as to race, color, religion, or natural origin at reasonable charges pursuant to law, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, formally adopted by the Contractor through its board of directors, as may be modified from time to time by the Contractor. The initial assessment shall be fixed in accordance with statutes governing irrigation districts. Thereafter, the Contractor may make such modifications to the assessment as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the district as long as the assessment remains reasonable and non-discriminatory, so as to provide for the payment to the State called for by this agreement.

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

7. Provide the State with such periodic reports as it may require and permit periodic inspections of its operations and accounts by a designated representative of the State. The Colorado Water Conservation Board, its agents, and employees, is hereby designated as the agent of the State for the purposes of this contract.

8. To purchase from the State all of the State's right, title and interest in said project and any facilities thereof at a total purchase price of One Hundred Fifty-Five Thousand Seven Hundred Thirty-Six Dollars (\$155,736), payable in forty (40) annual installments of Three Thousand Eight Hundred Ninety-Three Dollars and Forty Cents (\$3,893.40) each, which first installment shall be due and payable on August 1, 1981, and yearly thereafter until the entire principal sum shall have been paid. Said installment payment shall be made payable to the Colorado Water Conservation Board, payable at the offices of said board in Denver, Colorado.

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