



## COLORADO

### Colorado Water Conservation Board

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

February 4, 2022

Pueblo County Public Trustee  
215 W. 10<sup>th</sup> St.  
Pueblo, CO 81003

Subject: CWCB Loan Contract C153808 - Release of Deed of Trust

This refers to the attached Request for Full Release of Deed of Trust relative to an agreement between Arkansas Groundwater and Reservoir Association 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. Please note that there are two amendments that have been recorded and need to be released as well. Per Doug Naylen the original DOT release will also release the Amendments. Amendment No. 01, reception number 1546951 recorded on 1/21/2004 and Amendment No. 2, reception number 1852991 recorded on 9/13/2010. 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](mailto: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

January 27, 2022

Arkansas Groundwater and Reservoir Association  
205 South Main Street  
Fowler

☐ Check here if current address is unknown

Colorado Water Conservation Board

March 6, 1998

March 16, 1998

1209163

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

Pueblo

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

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before  
me on Jan 31, 2022 (date) by\*

Kirk Russell

Finance Section Chief

11/6/2022

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.)

## Deed of Trust

**This indenture**, made this 6th day of March 1998, between the Arkansas Groundwater Users Association, whose address is 100 West 1st Street, Manzanola, CO 81058, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Pueblo, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

**Witnesseth**, that whereas, GRANTOR has executed a promissory note, set forth in Contract No. C153808 (the Contract) for a loan in the principal sum of \$590,590 to be repaid to the STATE OF COLORADO, Colorado Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the date of first disbursement of funds under the Contract at the effective interest rate of 3% per annum, payable in 40 annual installments, in accordance with the terms of the Promissory Note, or until loan is paid in full.

**And whereas**, the GRANTOR is desirous of securing payment of the principal and interest of said promissory note to the State of Colorado.

**Now, therefore**, 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, to wit: 1,007 shares of stock of the Excelsior Irrigating Company, evidenced by Certificate No. 7. The shares represent the Grantor's pro rata interest in the following water rights: 20 c.f.s. decreed to the Bessemer Ditch as Priority No. 55 (Admin. # 13635) by the Pueblo County District Court in Civil Action 2535 on March 23, 1896 with an appropriation date of May 1, 1887, and transferred to the Excelsior Ditch on September 15, 1905 in Civil Action 9532, and 40 c.f.s. decreed to the Rocky Ford Highline Canal as Priority No. 60 (Admin. # 14616) by the Pueblo County District Court in Civil Action 2535 on March 23, 1896 with an appropriation date of January 6, 1890, and transferred to the Excelsior Ditch on September 15, 1905 in Civil Action 9532, (collectively or hereinafter referred to as the "Property").

**To have and to hold the same**, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said county, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand



by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrance, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained 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, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

And that in case of any default, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the



1209163 03/16/1998 12:34P B3096 P823 TD  
2 of 3 R 16.00 D 0.00 Pueblo Cty Clk & Rec.

holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its personal representatives or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said 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 Contract shall extend to and be binding upon the heirs 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.

ATTEST(SEAL):

Arkansas Groundwater Users Association, a  
Colorado nonprofit corporation

By Clifford G. Walter  
Clifford G. Walter, Vice-President

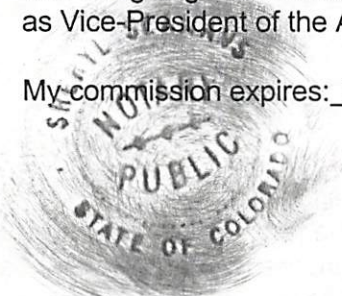
By Keith Beattie  
Keith Beattie, Corporate Secretary

State of Colorado )  
County of Otero ) SS

The foregoing instrument was acknowledged before me this 6th day of March 1998, by Clifford G. Walter as Vice-President of the Arkansas Groundwater Users Association. Witness my hand and official seal.

My commission expires: 12/23/2001

[Signature] Notary Public



1209163 03/16/1998 12:34P B3096 P824 TD  
3 of 3 R 16.00 D 0.00 Pueblo Cty Clk & Rec.

1. The first condition is that the system must be in a state of equilibrium. This means that the system must be in a state where the net force acting on it is zero. If the system is not in equilibrium, then the forces will not be balanced, and the system will accelerate.

**R. FONCAR**  
**JORNEY A**  
**TH MAIN**  
**FORD C**

~~CONFIDENTIAL~~

[illegible]

1. *Pharmaceuticals* (1998) 10: 115-122.



# PROMISSORY NOTE

Principal Amount: \$590,590  
Term: 40 Years  
Loan Contract No.: C153808

Interest Rate: 3%  
Loan Payment: \$25,550.33  
Date: February 20 1998

1. **FOR VALUE RECEIVED**, The Arkansas Groundwater Users Association ("BORROWER") promises to pay the State of Colorado Water Conservation Board ("STATE"), the principal sum of \$590,590 with annual payments of \$25,550.33 based on the interest rate of 3% percent per annum on the outstanding principal balance for a term of 40 years, or until paid in full, pursuant to Loan Contract No. C153808 ("LOAN CONTRACT").
2. The first installment shall be due one year from the date the STATE determines that the PROJECT described in the LOAN CONTRACT has been substantially completed, and annually thereafter until the entire principal sum and any accrued interest shall have been paid in full.
3. All payments received shall be applied first to accrued interest and then to the retirement of the principal. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203.
4. This Note may be prepaid in whole or in part at any time without premium or penalty, with prepayments applied first to any accrued interest and then to reduce the principal amount. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
5. This Note is issued pursuant to the LOAN CONTRACT between the STATE and the BORROWER. The LOAN CONTRACT creates security interests in favor of the STATE to secure the prompt payment of all amounts which may become due hereunder. The security interests, evidenced by Security Agreements, a Deed of Trust and a Stock Assignment, cover certain revenues, accounts and water rights of the BORROWER. The LOAN CONTRACT, Security Agreements, Deed of Trust and Stock Assignment grant additional rights to the STATE, including the right to accelerate the maturity of this Note in certain events.
6. If any payment of principal or interest is not paid promptly when due or any default under the LOAN CONTRACT the Security Agreements or Deed of Trust securing this Note occurs, the STATE may declare the entire outstanding principal balance of the Note, and all accrued interest, immediately due and payable, without notice or demand, and the indebtedness shall bear interest at the rate of 15% per annum from the date of default.
7. The BORROWER, any guarantor, and any other person who is now or may hereafter become primarily or secondarily liable for the payment of this Note or any portion thereof hereby agree that if this Note or interest thereon is not paid when due or 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.
8. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Arkansas Groundwater Users Association,  
a Colorado nonprofit corporation

By Clifford G. Walter  
Clifford G. Walter, Vice-President

Attest (SEAL):

By Keith Beattie  
Keith Beattie, Corporate Secretary

Appendix 2 to Loan Contract No. C153808

STATE OF  
COLORADO

Halvorsen - DNR, Jessica &lt;jessica.halvorsen@state.co.us&gt;

**RE: Arkansas Ground Water Users Association - DOT Release Question**

1 message

**Naylon, Douglas** <naylond@pueblocounty.us>  
To: "Halvorsen - DNR, Jessica" <jessica.halvorsen@state.co.us>

Thu, Feb 3, 2022 at 10:01 AM

You're welcome 😊

*Doug Naylon**Chief Deputy Public Trustee**Pueblo County Courthouse**215 W 10<sup>th</sup> Street, Room 110**Pueblo, CO 81003*

**From:** Halvorsen - DNR, Jessica <jessica.halvorsen@state.co.us>  
**Sent:** Thursday, February 3, 2022 10:00 AM  
**To:** Naylon, Douglas <naylond@pueblocounty.us>  
**Subject:** Re: Arkansas Ground Water Users Association - DOT Release Question

Thank you for your help!

Jessica Halvorsen

Loan &amp; Grant Program Assistant

**COLORADO**Colorado Water  
Conservation Board

Department of Natural Resources

P 303-866-3441 x 3247 | F 303-866-4474

1313 Sherman St., Room 718, Denver, CO 80203

[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us) | [cwcb.state.co.us](http://cwcb.state.co.us)



On Thu, Feb 3, 2022 at 9:58 AM Naylor, Douglas <[naylond@pueblounty.us](mailto:naylond@pueblounty.us)> wrote:

Correct if the release form is only one page

*Doug Naylor*

*Chief Deputy Public Trustee*

*Pueblo County Courthouse*

*215 W 10<sup>th</sup> Street, Room 110*

*Pueblo, CO 81003*



**From:** Halvorsen - DNR, Jessica <[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us)>

**Sent:** Thursday, February 3, 2022 9:57 AM

**To:** Naylor, Douglas <[naylond@pueblounty.us](mailto:naylond@pueblounty.us)>

**Subject:** Re: Arkansas Ground Water Users Association - DOT Release Question

I will only need to send the Original DOT at \$28.00?

Jessica Halvorsen

Loan & Grant Program Assistant

[Redacted signature line]

P 303-866-3441 x 3247 | F 303-866-4474

1313 Sherman St., Room 718, Denver, CO 80203

[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us) | [cwcb.state.co.us](http://cwcb.state.co.us)

[Redacted footer line]

On Thu, Feb 3, 2022 at 9:55 AM Naylor, Douglas <[naylond@pueblocounty.us](mailto:naylond@pueblocounty.us)> wrote:

You may note the amendments recording info on the one release form releasing the original DOT if you would like.

*Doug Naylor*

*Chief Deputy Public Trustee*

*Pueblo County Courthouse*

*215 W 10<sup>th</sup> Street, Room 110*

*Pueblo, CO 81003*



**From:** Halvorsen - DNR, Jessica <[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us)>

**Sent:** Thursday, February 3, 2022 9:52 AM

**To:** Naylor, Douglas <[naylond@pueblocounty.us](mailto:naylond@pueblocounty.us)>

**Subject:** Re: Arkansas Ground Water Users Association - DOT Release Question

So, I only need to release the original DOT? We have 2 amendments that go with this loan. Will they automatically be released when the original DOT is released? With other counties I've always had to release the Amendments as well. I apologize for my confusion on this but we have 3 recordings total with this loan.

Jessica Halvorsen

Loan & Grant Program Assistant

Image removed by sender.

P 303-866-3441 x 3247 | F 303-866-4474

1313 Sherman St., Room 718, Denver, CO 80203

[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us) | [cweb.state.co.us](http://cweb.state.co.us)

[ ] [ ] [ ] [ ]

On Thu, Feb 3, 2022 at 9:43 AM Naylor, Douglas <[naylond@pueblounty.us](mailto:naylond@pueblounty.us)> wrote:

Hello,

We do not release amendments to the DOT.

The amendment is released with the original DOT.

Thank you,

*Doug Naylor*

*Chief Deputy Public Trustee*

*Pueblo County Courthouse*

*215 W 10<sup>th</sup> Street, Room 110*

*Pueblo, CO 81003*



**From:** Halvorsen - DNR, Jessica <[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us)>

**Sent:** Thursday, February 3, 2022 7:56 AM

**To:** Naylor, Douglas <[naylond@pueblounty.us](mailto:naylond@pueblounty.us)>

**Subject:** Arkansas Ground Water Users Association - DOT Release Question

Hello Mr. Naylond

I have a DOT Amendment, reception number 1852991 that I need to get released. I don't have a promissory note to go with this Amendment. Can you please let me know what paperwork I need to send it to get this released? I really appreciate your help.

Thank you,

Jessica Halvorsen

Loan & Grant Program Assistant



[REDACTED]

P 303-866-3441 x 3247 | F 303-866-4474

1313 Sherman St., Room 718, Denver, CO 80203

[jessica.halvorsen@state.co.us](mailto:jessica.halvorsen@state.co.us) | [cwc.state.co.us](http://cwc.state.co.us)

[REDACTED]