COLORADO
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

July 13, 2022

Weld County Publice Trustee
1400 N. 175 Avenue
PO Box 458
Greeley, CO 80632

Subject: Releases of Deeds of Trust
Contract No. CT2015-060 (C150337)

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between Well Augmentation Subdistrict of the Central Colorado Water Conservancy District and the Colorado Water Conservation Board (CWCB). Also attached for your handling are the original Deed of Trusts along with the Promissory notes stamped "PAID IN FULL". Payments in the amount of $28.00 each (total check for $84.00), for fees, is enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope.

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

Sincerely,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section
jessica.halvorsen@state.co.us
303-866-3441 X3247

Enclosures

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL [X] / PARTIAL [ ]
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

June 22, 2022	Date
Well Augmentation Subdistrict of the Central Colorado Water Conservancy District	Original Grantor (Borrower)
	Current Address of Original Grantor, Assuming Party, or Current Owner
[ ] Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
June 22, 2017	Date of Deed of Trust
August 31, 2017	Date of Recording and/or Re-Recording of Deed of Trust
4331994	Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	

TO THE PUBLIC TRUSTEE OF

Weld COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

7/5/22
Signature/Date

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on 7/5/2022 (date) by*
Kirk Russell
Finance Section Chief
9/17/2022 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

DOUGLAS W. MAHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144036361
MY COMMISSION EXPIRES SEPT. 17, 2022
(Notary Seal)

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

(Public Trustee use only; use appropriate label) (Public Trustee's Seal)

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.)

4331994 Pages: 1 of 2
08/31/2017 02:31 PM R Fee:$18.00
Carly Koppes, Clerk and Recorder, Weld County, CO

APPENDIX A-1, AMENDMENT NO. 2 LOAN CONTRACT CT2015-060 (C150337) AMENDMENT TO DEED OF TRUST (1)

Date:	June 22, 2017
Grantor (Borrower):	Well Augmentation Subdistrict of the Central Colorado Water Conservancy District
Beneficiary (Lender):	Colorado Water Conservation Board
Address:	1313 Sherman Street, Room 718, Denver, Colorado, 80203
Date of Deed of Trust:	April 24, 2013
Recorded Date of Deed of Trust:	June 14, 2013
County of Recording ("County"):	Weld
Deed of Trust Recording Information:	3940199
Loan Contract Number:	CT2015-060 (C150337)
Revised Promissory Note:	$1,651,904.79, 1.75%, 30 Years

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

The BORROWER agreed in AMENDMENT NO. 1 to the ORIGINAL CONTRACT to convey, as COLLATERAL, an undivided one hundred percent (100%) interest in eighty (80) shares of capital stock in The Lupton Meadows Ditch Company. This amendment reflects the change of the stock certificate number. The transferred stock certificate number of 0755, in the name of CWCB as Lien Holder and Well Augmentation Subdistrict of the Central Colorado Water Conservation District as Equity Owner, replaces stock certificate number 0652 in the name of Mildred Mae Sarchet, LLC.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This AMENDMENT TO DEED OF TRUST, APPENDIX A-1 to AMENDMENT 2 to the ORIGINAL CONTRACT NO. CT2015-060 *shall replace and supersede* the ORIGINAL DEED OF TRUST attached as APPENDIX A to AMENDMENT 1 to the ORIGINAL CONTRACT recorded June 14, 2013, reception number 3940199, in Weld County and incorporated herein by reference, *shall supplement and operate in conjunction with* the Amendment to Deed of Trust, attached to the Loan Contract Amendment No. 2 as Appendix A-2.

2. The Grantor has executed a revised PROMISSORY NOTE, in the amount of $1,651,904.79 to secure the repayment of the indebtedness, evidenced by LOAN CONTRACT NO. CT2015-060 (150337) to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said PROMISSORY NOTE, or until the loan is paid in full.

3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.

4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

5. Executed on the date first written above.

GRANTOR: Well Augmentation Subdistrict
of the Central Colorado Water Conservancy District

(SEAL) WELL AUGMENTATION SUBDISTRICT – CCWCD CORPORATE SEAL 2004 COLORADO

By _____
Signature

Name Randy Ray

Title Executive Director

Date 6/22/17

ATTEST:

By _____
Signature

Name Randall Knutson

Title Board President

Date 6/22/17

NOTARY REQUIRED

State of Colorado)
) ss.
County of Weld)

The foregoing instrument was acknowledged before me on 6/22/17, 2016, by Randall Knutson (Name) as President (Title) and Randie Ray (Name) as Vice President (Title) of the Well Augmentation Subdistrict of the Central Colorado Water Conservancy District.

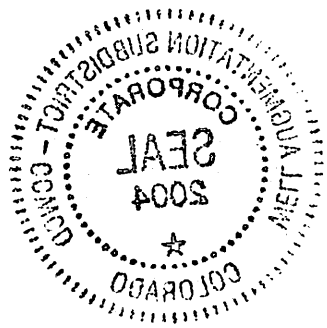
Witness my hand and official seal.

TAMMY A. BUSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134030345
MY COMMISSION EXPIRES MAY 13, 2021

_____
Notary Public

My commission expires May 13, 2021

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



TAMMY J BUSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134030345
MY COMMISSION EXPIRES MAY 13, 2021

APPENDIX B-1, AMENDMENT NO. 2 TO LOAN CONTRACT CT2015-060
AMENDMENT TO PROMISSORY NOTE

Date:	June 22, 2017
Borrower:	Well Augmentation Subdistrict of the Central Colorado Water Conservancy District
Total Loan Amount:	$1,651,904.79
Interest Rate:	1.75%
Term of Repayment:	30 years
Loan Contract No.:	CT2015-060 (C150337)
Loan Payment:	$71,246.25
Payment Initiation Date:	June 1, 2017
Maturity Date:	June 1, 2047

PAID IN FULL

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.

1. This Amendment to Promissory Note *shall replace and supersede* the Original Promissory Note attached to the Original Contract and incorporated by reference.

2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.

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 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 Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain

COPY

revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.

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.

PAID IN FULL

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

(SEAL)

WELL AUGMENTATION SUBDISTRICT – CCWCD
CORPORATE SEAL 2004
COLORADO

Attest:

By Randall C Knutson
Signature

Name Randall Knutson

Title Board President

Date 6/22/17

BORROWER: Well Augmentation Subdistrict of the Central Colorado Water Conservancy District

By RAR
Signature

Name RANDY RAY

Title EXECUTIVE DIRECTOR

Date 6/22/17

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL [X] / PARTIAL [ ]
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

June 22, 2022 — Date
Well Augmentation Subdistrict of the Central Colorado Water Conservancy District — Original Grantor (Borrower)
Current Address of Original Grantor, Assuming Party, or Current Owner
[ ] Check here if current address is unknown
Colorado Water Conservation Board — Original Beneficiary (Lender)
June 22, 2017 — Date of Deed of Trust
August 31, 2017 — Date of Recording and/or Re-Recording of Deed of Trust
4331995 — Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF
Weld COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

7/5/22
Signature/Date

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on 7/5/2022 (date) by*
Kirk Russell
Finance Section Chief
9/17/2022 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

DOUGLAS W. MAHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144036361
MY COMMISSION EXPIRES SEPT. 17, 2022

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

(Public Trustee use only; use appropriate label) (Public Trustee's Seal)

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.)

Rev. 07/08

4331995 Pages: 1 of 2
08/31/2017 02:31 PM R Fee:$18.00
Carly Koppes, Clerk and Recorder, Weld County, CO

APPENDIX A-2, AMENDMENT NO. 2 LOAN CONTRACT CT2015-060 (C150337) AMENDMENT TO DEED OF TRUST (2)

Date:	June 22, 2017
Grantor (Borrower):	Well Augmentation Subdistrict of the Central Colorado Water Conservancy District
Beneficiary (Lender):	Colorado Water Conservation Board
Address:	1313 Sherman Street, Room 718, Denver, Colorado, 80203
Date of Deed of Trust:	April 24, 2013
Recorded Date of Deed of Trust:	June 14, 2013
County of Recording ("County"):	Weld
Deed of Trust Recording Information:	3940199
Loan Contract Number:	CT2015-060 (C150337)
Revised Promissory Note:	$1,651,904.79, 1.75%, 30 Years

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

The BORROWER has agreed in this AMENDMENT NO. 2 to the ORIGINAL CONTRACT, to convey as COLLATERAL, an undivided one hundred percent (100%) interest in one (1) share of capital stock in The Platte Valley Irrigation Company evidenced by Stock Certificate Number 1299, in the name of CWCB as Lien Holder and Well Augmentation Subdistrict of the Central Colorado Water Conservation District as Equity Owner.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This AMENDMENT TO DEED OF TRUST, APPENDIX A-2 to AMENDMENT 2 to the ORIGINAL CONTRACT NO. CT2015-060 *shall replace and supersede* the ORIGINAL DEED OF TRUST attached as APPENDIX A to AMENDMENT 1 to the ORIGINAL CONTRACT recorded June 14, 2013, reception number 3940199, in Weld County and incorporated herein by reference, and *shall supplement and operate in conjunction with* the Amendment to Deed of Trust, attached to the Loan Contract Amendment No. 2 as Appendix A-1.

2. The Grantor has executed a PROMISSORY NOTE, in the amount of $1,651,904.79 to secure the repayment of the indebtedness, evidenced by LOAN CONTRACT NO. CT2015-060 (150337) to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said PROMISSORY NOTE, or until the loan is paid in full.

3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of

trust, the provisions of this amendment shall in all respects supersede, govern, and control.

4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

5. Executed on the date first written above.

GRANTOR: Well Augmentation Subdistrict of the Central Colorado Water Conservancy District

(S E A L)

WELL AUGMENTATION SUBDISTRICT - CCWCD
CORPORATE SEAL 2004
COLORADO

By RR
Signature

Name Randy Ray

Title EXECUTIVE DIRECTOR

Date 6/22/17

ATTEST:

By Randall C Knutson
Signature

Name Randall Knutson

Title Board President

Date 6/22/17

NOTARY REQUIRED

State of Colorado)
) ss.
County of Weld)

The foregoing instrument was acknowledged before me on 6/22/17 TR 2016, by Randall Knutson (Name) as President (Title) and Randie Ray (Name) as Executive Director (Title) of the Well Augmentation Subdistrict of the Central Colorado Water Conservancy District.

Witness my hand and official seal.

TAMMY J RUSCH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134030345
MY COMMISSION EXPIRES MAY 13, 2021

Tammy Rusch
Notary Public

My commission expires May 13, 2021

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

AUGMENTATION SUBDISTRICT - COMCO
CORPORATE
SEAL
2004
COLORADO

APPENDIX B-1, AMENDMENT NO. 2 TO LOAN CONTRACT CT2015-060
AMENDMENT TO PROMISSORY NOTE

Date:	June 22, 2017
Borrower:	Well Augmentation Subdistrict of the Central Colorado Water Conservancy District
Total Loan Amount:	$1,651,904.79
Interest Rate:	1.75%
Term of Repayment:	30 years
Loan Contract No.:	CT2015-060 (C150337)
Loan Payment:	$71,246.25
Payment Initiation Date:	June 1, 2017
Maturity Date:	June 1, 2047

PAID IN FULL

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.

1. This Amendment to Promissory Note *shall replace and supersede* the Original Promissory Note attached to the Original Contract and incorporated by reference.

2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.

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 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 Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain

COPY

revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.

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.

PAID IN FULL

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

(SEAL)

WELL AUGMENTATION SUBDISTRICT - CCWCD
CORPORATE SEAL 2004
COLORADO

Attest:

By Randall C Knutson
Signature

Name Randall Knutson

Title Board President

Date 6/22/17

BORROWER: Well Augmentation Subdistrict of the Central Colorado Water Conservancy District

By RCR
Signature

Name RANDY RAY

Title EXECUTIVE DIRECTOR

Date 6/22/17

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL [X] / PARTIAL [ ]
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

June 22, 2022	Date
Well Augmentation Subdistrict of the Central Colorado Water Conservancy District	Original Grantor (Borrower)
	Current Address of Original Grantor, Assuming Party, or Current Owner
[ ] Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
April 24, 2013	Date of Deed of Trust
June 14, 2013	Date of Recording and/or Re-Recording of Deed of Trust
3940199	Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	

TO THE PUBLIC TRUSTEE OF

Weld COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

7/5/22
Signature/Date

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on 7/5/2022 (date) by*
Kirk Russell
Finance Section Chief
9/17/2022 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

DOUGLAS W. MAHAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144036361
MY COMMISSION EXPIRES SEPT. 17, 2022

(Notary Seal)

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

(Public Trustee use only; use appropriate label) (Public Trustee's Seal)

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.)

 Rev. 07/08

3940199 Pages: 1 of 3
06/14/2013 11:13 AM R Fee:$21.00
Steve Moreno, Clerk and Recorder, Weld County, CO

Deed of Trust

DATE:	APRIL 24, 2013
GRANTOR:	WELL AUGMENTATION SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT
BENEFICIARY:	COLORADO WATER CONSERVATION BOARD
COUNTY:	WELD
PRINCIPAL LOAN AMOUNT:	3,030,000
LOAN CONTRACT:	LOAN CONTRACT No. C150337
TERMS OF REPAYMENT:	1.75% per annum for 30 years
COLLATERAL:	An undivided one-hundred percent interest in eighty shares of the capital stock of the Lupton Meadows Ditch Company evidenced by certificate number 0652. See attached legal description (Deed of Trust, Exhibit 1).

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

FACTUAL RECITALS

1. The GRANTOR has executed a PROMISSORY NOTE of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with TERMS OF REPAYMENT and in accordance with the PROMISSORY NOTE or until loan is paid in full.
2. The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said PROMISSORY NOTE to the BENEFICIARY.

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

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

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully

waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the COLLATERAL is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

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

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

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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Executed the day and date first written above.

(SEAL)

WELL AUGMENTATION SUBDISTRICT - CCWCD
CORPORATE SEAL 2004
COLORADO

Well Augmentation Subdistrict of the Central Colorado Water Conservancy District

By_____
Signature

Name: Gary Herman

Title: President

ATTEST:

By_____
Signature

Name: Randy W. Ray

Title: Executive Director

County of Weld)
) SS
State of Colorado)

The foregoing instrument was acknowledged before me this 25th day of April 2013, by Gary Herman and Randy W. Ray, as President and Executive Director, respectively, of WELL AUGMENTATION SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT. Witness my hand and official seal.

_____ Notary Public

My commission expires June 2, 2015

LYNN KRAMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034018159
MY COMMISSION EXPIRES JUNE 2, 2015

(SEAL)

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

FANN KRAMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034016258
MY COMMISSION EXPIRES JUNE 5, 2006

PROMISSORY NOTE

Date:	February 19, 2013
Borrower:	Well Augmentation Subdistrict of the Central Colorado Water Conservancy District
Principal Amount:	$3,030,000
Interest Rate:	1.75% per annum
Term of Repayment:	30 years
Loan Contract No.:	C150337
Loan Payment:	$130,683.16

Payment Initiation Date*: _____

Maturity Date*: _____

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

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.

2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.

PAID IN FULL

3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.

4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.

5. This PROMISSORY NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.

7. This PROMISSORY NOTE is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests

are evidenced by a Security Agreement(s), Deed(s) of Trust, and/or Assignment(s) ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB.

8. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.

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

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

BORROWER:

Well Augmentation Subdistrict of the Central Colorado Water Conservancy District, a quasi-municipal corporation and political subdivision of the State of Colorado organized and existing as a water conservancy district pursuant to C.R.S. §37-45-101, et.seq.

WELL AUGMENTATION SUBDISTRICT – CCWCD
CORPORATE SEAL 2004
COLORADO

(SEAL)

By Gary Herman
Signature

NAME: Gary Herman

TITLE: President

DATE: 2/19/13

Attest:

By
Signature

NAME: Rarly W. Ray

TITLE: Executive Director

DATE: 2/19/13

PAID IN FULL