



COLORADO

Colorado Water Conservation Board

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

August 31, 2022

Jefferson County Public Trustee
100 Jefferson County Parkway
Suite 2510/1540
Golden, CO 80419

Subject: CWCB Loan Contract C153349 - Release of Deed of Trust

This refers to the attached Request for Full Release of Deed of Trust relative to an agreement between Brook Forest Water District and the Colorado Water Conservation Board (CWCB). Also attached for your handling is the Amended Deed of Trust, dated November 1, 2002 along with the Promissory note stamped "PAID IN FULL" Payment in the amount of \$28.00, 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 at Telephone No. (303) 866-3441 ext. 3247. 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

August 10, 2022
Brook Forest Water District
9249 So. Broadway Suite 200-344
Highlands Ranch, CO 80129

Date
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)

November 1, 2002

Date of Deed of Trust
Date of Recording and/or Re-Recording of Deed
of Trust

January 31, 2003
F1665098

Recording Information

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF

Jefferson 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 08/10/2022 (date) by*
Kirk Russell
Finance Section Chief

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

09/17/2022 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

DATE: November 1, 2002
GRANTOR: BROOK FOREST WATER DISTRICT
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: JEFFERSON COUNTY
PRINCIPAL LOAN AMOUNT: \$114,530.79
LOAN CONTRACT: Loan Contract No. C153349, dated July 15, 1982, Amended November 1, 2002
TERMS: Interest at 4.23% per annum and repayment period of 20 years

2009
1609

COLLATERAL: An undivided fifty percent (50%) interest in and to the real property described as follows: a tract of land in the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, Jefferson County, Colorado, and more particularly described as follows: Commencing at the NW/C of said Section 32, a 3 inch BLM brass cap, whence an 8" x 16" x 26" stone monument in place since at least 1953, said to be the SW/C of said NW/4 NW/4, bears South 2° 16' West 1284.16 feet, thence South 59°03'49" East 519.84 feet to a point on the center line of the asphalt pavement of Cub Creek Road and the TRUE POINT OF BEGINNING, said road being of prescriptive usage and maintained by Jefferson County; thence South 12°15' West 672.00 feet to a 3/8 inch capped rod; thence South 28°00' West 405.2 feet more or less to a point in the South line of the NW/4 of the NW/4 of Section 32, Township 5 South, Range 71 West; thence along said South line a distance of 124.5 feet more or less to a point in said line; thence North 44°52'40" East 491.7 feet more or less to a 3/8 inch capped rod; thence North 11°48'42" East 342.01 feet to a 3/8 inch capped rod; thence North 18°17'29" West 346.76 feet to a point on said center line of Cub Creek Road; thence, within said road but not along said center line, South 89°54'08" West 99.81 feet to the TRUE POINT OF BEGINNING, containing 5.24 acres more or less, excepting, however, an easement for ingress and egress over and across the above described property. Said easement being described as follows: a 25 foot access easement (being 12.5 feet either side of centerline) through the Maxwell Creek Dam and Reservoir, Section 32, Township 5 South, Range 71 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows: Beginning at a point on the Northerly boundary line of said Maxwell Creek Dam and Reservoir, said point being in Brook Forest Road and North 89°54'08" East a distance of 57.00 feet from the Northwest corner of said Maxwell Creek Dam and Reservoir from which the Northwest corner of said Section 32 bears North 62°01'18" West, a distance of 569.44 feet; thence leaving said boundary line and following the centerline of said easement South 27°00'22" West, a distance of 132.00 feet to a point of curvature; thence along a curve to the right having a central angle of 54°23'22" and a radius of 36.10 feet, an arc distance of 34.27 feet, a chord bearing of South 54°12'03" West and a chord distance of 33.00 feet, more or less, to a point on the Westerly boundary line of said Maxwell Creek Dam and Reservoir, said point being South 12°15'00" West, a distance of 140.00 feet from said Northwest corner, said point being the Point of Terminus.

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

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 as shown above and in accordance with the Promissory Note or until loan is paid in full.

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.

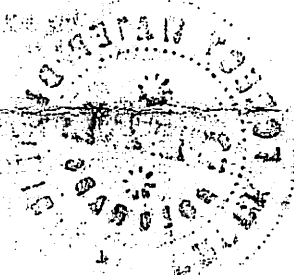
Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In

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the event of the sale or transfer of the COLLATERAL, 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 COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

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

Executed the day and date first written above.

Brook Forest Water District

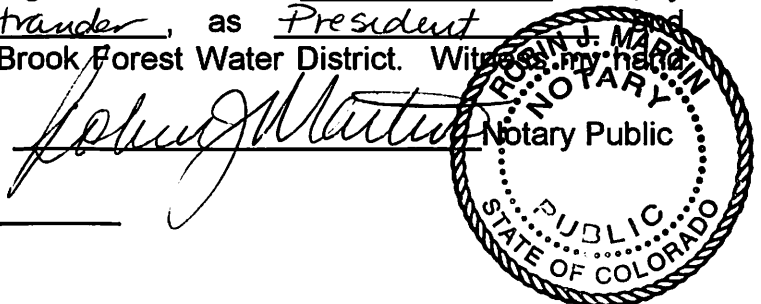
By Norm Reuter, PRESIDENT
Name, Title

By Judy Ostrander, Secretary
Name, Title

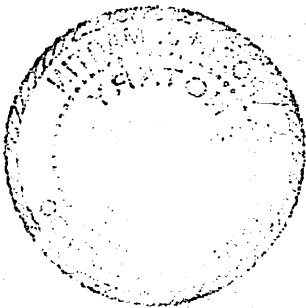
County of Jefferson)
State of Colorado) SS
)

The foregoing instrument was acknowledged before me this December 18 2002, by Norm Reuter and Judy Ostrander, as President and Secretary, respectively, of Brook Forest Water District. Witness my hand and official seal.

My commission expires 9/2/04



R Colo Water



PROMISSORY NOTE

Date: November 1, 2002
Borrower: Brook Forest Water District
Principal Amount: \$114,530.79
Interest Rate: 4.23% per annum
Term of Repayment: 20 years
Loan Contract No. : C153349, dated July 15, 1981, amended November 1, 2002
Loan Payment: \$8,603.20
Payment Initiation Date*: July 1, 2003
Maturity Date*: July 1, 2022

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.
2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable on the Payment Initiation Date, and annually thereafter until all principal and interest have been paid in full, with all such principal and interest required to be paid on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 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. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
5. All payments received shall be applied first to accrued interest and then to reduce the principal amount.
6. 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 Deed of Trust of even date and amount and covers certain real property of the BORROWER. The LOAN CONTRACT and Deed of Trust grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
7. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Deed of Trust 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

PAID IN FULL

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.

8. The BORROWER hereby agrees 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.
9. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Brook Forest Water District

(S E A L)

By Norm Retsch PRESIDENT
Name, Title

Attest:

By Judy Anderson, Secretary
Name, Title

PAID IN FULL