

COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

August 23, 2023

Farmers Extension Ditch & Highland Lake Lateral Company
PO Box 159
Johnstown, CO 80534

Loan Compliance Confirmation - C153371

Attached for your records are the original documents relative to the agreement between the Farmers Extension Ditch & Highland Lake Lateral Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153371. The documents have been stamped "PAID IN FULL" denoting that the Company has satisfied the terms of the agreement in full.

Should you have any questions, please contact me at Telephone No. (303) 866-3441, ext 3205 or email at mimi.winter@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files





COLORADO

Colorado Water Conservation Board

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

August 16, 2023

Weld County Clerk & Recorder
PO Box 459
Greeley, CO 80632

8-30-22
County Clerk does not
Record Quit Claim Warranty
Deeds. Sent back to mail
to Borrower PIF.

Subject: Quit Claim Deed - C153371

This refers to the attached Deed of Trust relative to an agreement between the Farmers Extension Ditch & Highland Lake Lateral Company and the Colorado Water Conservation Board (CWCB). Payment in the amount of \$23.00, for recording fees, is enclosed along with the Warranty Deed of Trust for your handling. The original recorded Warranty Deed of Trust should be returned to CWCB in the enclosed self-addressed stamped envelope.

Should you have any questions, please contact me at (303) 866-3441, ext. 3247. Thank you for your assistance in this matter.

Sincerely,



Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section
303-866-3441 X 3427
jessica.halvorsen@state.co.us

Enclosures



44-38-2

FOR COOL 1/10/10 WYBAC

1/10/10 WYBAC 1/10/10
1/10/10 WYBAC 1/10/10
1/10/10 WYBAC 1/10/10

1/10/10 WYBAC

QUIT CLAIM DEED

The Colorado Water Conservation Board ("Grantor"), whose address is 1313 Sherman Street, Room 718, Denver, Colorado, 80203, City and County of Denver, State of Colorado, hereby quit claims to Farmers Extension Ditch & Highland Lake Lateral Company. ("Borrower"), whose address is PO Box 159 Johnstown, CO 80534, County of Weld State of Colorado, the following property, to wit:

All of the State of Colorado, Colorado Water Conservation Board's rights and interest in the property recorded in the Warranty Deed dated December 19, 1985 and recorded January 23, 1986 recording number 02040269, Weld County, Colorado.

Executed this 27th day of July 2023.


GRANTOR:

STATE OF COLORADO
Department of Natural Resources,
Colorado Water Conservation Board

By Kirk Russell
Kirk Russell, P. E., Section Chief

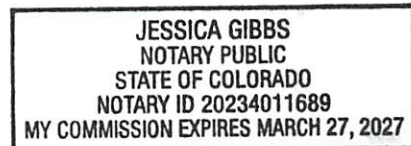
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of July 2023, by Kirk Russell, as Section Chief, of the Colorado Water Conservation Board, on behalf of the State of Colorado. Witness my hand and official seal.



Notary Public

My commission expires March 27, 2021



MY COMMISSION EXPIRES MARCH 27, 2003
NOTARY ID 5023401486
STATE OF COLORADO
NOTARY PUBLIC
JESSICA GROSS

Notary Public

AR2040269

WARRANTY DEED

THIS DEED, Made this 19th day of December, 1985, between HIGHLAND LAKE LATERAL DITCH COMPANY and FARMERS EXTENSION DITCH COMPANY, of the County of Weld and State of Colorado, of the first part, and STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, of the State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and Other Good and Valuable Consideration (Actual Consideration Less Than \$500.00)--DOLLARS to the said parties of the first part in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns forever, all the following, situate, lying and being in the County of Weld and State of Colorado, to wit:

All property shown on the attached
Exhibit A, which is incorporated
herein by reference.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained for and described with the appurtenances, unto the said party of the second part, its heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that the time of the deliver of these presents, they are well seized of the premises above conveyed, as of good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns against all and every person or persons lawfully claimed or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

RECEIVED FROM: [redacted] ON: 01/01/2011 AT: 10:00 AM
 FROM: [redacted] TO: [redacted]
 SUBJECT: [redacted]
 [redacted]
 [redacted]
 [redacted]

[illegible]

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

1. The first of these is the fact that the United States has a large and growing population of people who are not citizens of the United States. This is a result of the large number of people who have immigrated to the United States in recent years, and the fact that many of these people are not naturalized citizens.

[illegible]

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

ATTEST:

HIGHLAND LAKE LATERAL DITCH COMPANY

Virginia M. Frei
VIRGINIA M. FREI, Secretary

BY Clayton Claus
CLAYTON CLAUS, President

ATTEST:

FARMERS EXTENSION DITCH COMPANY

Elizabeth G. Whitmore
ELIZABETH WHITMORE, Secretary

BY Glen Anderson
GLEN ANDERSON, President

[illegible]

The foregoing instrument was acknowledged before me this 19th day of December, 1985, by Clayton Claus, President of Highland Lake Lateral Ditch Company.

Witness my hand and official seal.

NOTARY commission expires: June 6, 1986

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19th day of December, 1985, by Glen Anderson, President of Farmers Extension Ditch Company.

Witness my hand and official seal.

My commission expires: June 6, 1986.

Notary Public

In witness whereof, the said parties of the first part have
affixed their hands and seals the day and year first above
written.

WITNESSES: JAMES H. HARRIS, JAMES H. HARRIS

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

JAMES H. HARRIS, Secretary

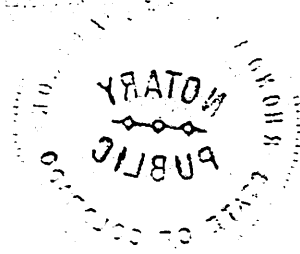
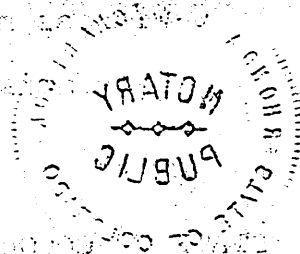


EXHIBIT A

- a. 18,720 \pm yards of 95% Proctor Density earth fill between stations 10+00 and 48+46.
- b. 4,070 \pm cubic yards of 90% Proctor Density earth fill between stations 10+00 and 48+46.
- c. 109 \pm reinforced concrete between stations 17+80 and 38+50.
- d. 105 \pm linear feet of 15-inch diameter reinforced concrete pipe between stations 17+80 and 38+50.
- e. 4 No. 12x15-inch metal Parshall Flumes located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.
- f. 4 No. 15-inch diameter slide gates located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.
- g. 1550 \pm linear feet 6-inch diameter plastic subsurface perforated drain pipe located between stations 17+74 and 33+24.
- h. 836 \pm nonreinforced concrete ditch lining located between stations 10+00 and 48+46.

8 1100 REC 02040269 01/23/86 11:34 29.00 3/003
8 1128 MARY ANN FEUERSTEIN CLERK & RECORDER WEID CO, CO

m 3pg
get # 1317 4/

RECEIVED
JAN 31 1986
COLORADO WATER
CONSERVATION BOARD

RETURN TO:
SCHEY & SCHEY, P.C.
P. O. BOX 267
LONGMONT, CO 80502-0267

AC 82/1023

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
7977

\$220,000

CONTRACT

THIS CONTRACT, made this 16th day of February 19 82 by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and '2 Farmers Extension Ditch and Highland Lake Lateral, Box 550, Johnstown, Colorado 80534, hereinafter referred to as the contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5318X, Contract Encumbrance Number C/5337, and ABL Account Number 13183, Org. Unit 77-77-777

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, pursuant to the provisions of 37-60-119, Colorado Revised Statutes 1973, as amended, the State is authorized to construct certain water projects for the benefit of the people of the State; and

WHEREAS, the Contractor is a mutual ditch company in the State of Colorado and wishes to undertake repairs of its irrigation system, hereinafter called the project, for the Farmers Extension Ditch and Highland Lake Lateral shareholders in Weld County, Colorado, at an estimated cost of Two Hundred Twenty Thousand Dollars (\$220,000); and

WHEREAS, the Contractor has completed phases I and II of this project and at this time is prepared to enter into phase III of the project; and

WHEREAS, a feasibility investigation of said project was conducted and it was found that such a project is economically feasible; and

WHEREAS, the State has agreed to construct said project and to sell the same to the Contractor upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, pursuant to Senate Bill No. 67, Fifty-Second General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to expend a sum not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) for construction of the project;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed by the parties hereto as follows:

A. The Contractor agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the proposed project. Both the engineering firm and the project plans and specifications shall be approved by the State.

2. Subcontract the construction of said project to a responsible and capable firm, said project to be completed within two (2) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all subcontracts before they become effective. The above-mentioned time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

3. Require all Subcontractors to indemnify the State and the Contractor against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of any subcontract or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Require all Subcontractors to maintain liability insurance in at least the following amounts:

a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).

b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the Contractor and the State as co-insureds. No payments shall be made under this contract unless a copy of a certificate of said liability insurance has been filed with the Colorado Water Conservation Board.

5. Convey or cause title to be conveyed by deed or other proper conveyance to the Colorado Water Conservation Board, Department of Natural Resources, State of Colorado, the following portions of the proposed project facilities within thirty (30) days of their completion:

a. 18,720 \pm yards of 95% Proctor Density earth fill between stations 10+00 and 48+46.

b. 4,070 \pm cubic yards of 90% Proctor Density earth fill between stations 10+00 and 48+46.

c. 109 \pm reinforced concrete between stations 17+80 and 38+50.

d. 105 \pm linear feet of 15-inch diameter reinforced concrete pipe between stations 17+80 and 38+50.

e. 4 No. 12x15-inch metal Parshall Flumes located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.

f. 4 No. 15-inch diameter slide gates located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.

g. 1550 \pm linear feet 6-inch diameter plastic subsurface perforated drain pipe located between stations 17+74 and 33+24.

h. 836 \pm nonreinforced concrete ditch lining located between stations 10+00 and 48+46.

6. Permit periodic inspection of construction by authorized representatives of the State during and after construction.

7. Without expense to the State, 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. The Contractor shall maintain general liability insurance covering its management, operation, and maintenance of the project system until it has completed purchase of the project system from the State in at least the following amounts:

The first part of the report is a general
description of the area. It is a
large area of land, mostly
undeveloped, with some small
settlements and a few roads.

The second part of the report is a
description of the land use. It is
mostly agricultural, with some
forestry and some small-scale
industry.

The third part of the report is a
description of the population. It is
mostly rural, with some small
towns and a few cities. The
population is growing rapidly.

The fourth part of the report is a
description of the economy. It is
mostly agricultural, with some
forestry and some small-scale
industry.

The fifth part of the report is a
description of the environment. It is
mostly rural, with some small
towns and a few cities. The
environment is being degraded.

The sixth part of the report is a
description of the social conditions. It is
mostly rural, with some small
towns and a few cities. The
social conditions are poor.

The seventh part of the report is a
description of the infrastructure. It is
mostly rural, with some small
towns and a few cities. The
infrastructure is poor.

The eighth part of the report is a
description of the future. It is
mostly rural, with some small
towns and a few cities. The
future is uncertain.

The ninth part of the report is a
description of the conclusion. It is
mostly rural, with some small
towns and a few cities. The
conclusion is that the area is
in need of development.

The tenth part of the report is a
description of the appendix. It is
mostly rural, with some small
towns and a few cities. The
appendix contains some additional
information.

The eleventh part of the report is a
description of the bibliography. It is
mostly rural, with some small
towns and a few cities. The
bibliography contains some
references to other works.

The twelfth part of the report is a
description of the index. It is
mostly rural, with some small
towns and a few cities. The
index contains some information
about the report.

a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).

b. For any injury to two or more persons in any single occurrence, the sum of Four Hundred Thousand Dollars (\$400,000).

Said liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the Colorado Water Conservation Board prior to the start of the operation of the project system.

8. Make the services of said project available within its capacity to all persons in the Contractor's service area without discrimination as to race, color, religion, or natural origin at reasonable charges 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 rate schedule must be approved by the State. Thereafter, the Contractor may, subject to the approval of the State, make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system as long as the rate schedule remains reasonable and non-discriminatory.

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

10. Expand the system from time to time to meet reasonable growth or service requirements in the area within its jurisdiction.

11. 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.

12. 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 Three Hundred Eighty Thousand Six Hundred Eighty-Eight Dollars (\$380,688) payable in forty (40) annual installments of Nine Thousand Five Hundred Seventeen Dollars and Twenty Cents (\$9,517.20) each, which first installment shall be due and payable on February 15, 1984, and yearly thereafter until the entire principal sum shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

13. Obtain and maintain general fire and hazard insurance on the project system in an amount not less than the amount owing to the State for purchase of the project system until the Contractor has purchased the project system. The State shall be the sole insured of this policy. The purchase price payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage; if only a portion of the purchase price is paid to the State under this policy, the number of installment payments shall remain unchanged, however the amount of each payment shall be reduced.

14. Comply with Construction Fund Program Procedures attached hereto as Schedule A.

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15. Comply with the provisions of Section 5 of S.B. 439, 1981 Session of the Colorado General Assembly.

B. 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 system herein described and such expenses as may be necessary to cure the cause of default; and/or (c) take possession of the system, 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 proceedings to require specific performance of this contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of this contract and the laws and regulations under which this contract is made.

C. The State agrees that it shall:

1. Make available to the Contractor for the purpose of this contract not to exceed the sum of Two Hundred Twenty Thousand Dollars (\$220,000). Said Two Hundred Twenty Thousand Dollars (\$220,000) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing February 16, 1982, and for every month thereafter until said project has been completed, the Contractor shall prepare with the assistance of the consulting engineer referred to in paragraph A.1. above an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

b. Upon receipt and approval by the State of such monthly estimate, the State will, within forty (40) days from the receipt of such estimate, pay over to the Contractor the amount of the monthly estimate or such portion thereof as has been approved by the State.

c. No payments will be made under this contract until the project plans and specifications referred to in paragraph A.1. above are approved by the State.

2. Provide the Contractor with such technical assistance as the State deems appropriate in planning, constructing, and operating the project and in coordinating the project with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

D. This contract is not assignable by the Contractor except with written approval of the State.

E. The parties to this contract intend that the relationship between them contemplated by this contract is that of employer-independent contractor. No agent, employee, or servant of the contractor shall be or shall be deemed to be an employee, agent, or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Subcontractors during the performance of this contract.

F. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws that have been or may hereafter be established.

G. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the state fiscal rules.

H. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Contractor's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purposes of this contract or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

I. Upon completion of the payment of the full purchase price to the State in the sum of Three Hundred Eighty Thousand Six Hundred Eighty-Eight Dollars (\$380,688) as set forth in paragraph A.12. of this contract, the State agrees to convey to the Contractor all of the State's right, title, and interest in and to the project by deed or other proper conveyance.

J. The Colorado Water Conservation Board, its agents and employees, is hereby designated as the agent of the State for the purpose of this contract.

PAID IN FULL

IN FULL

IN FULL

IN FULL

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's annual message to Congress.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 3, 1862. It contains information about the state of the Treasury and the financial condition of the country.

3. The third part of the document is a report from the Secretary of the Interior, dated January 3, 1862. It contains information about the state of the Interior and the progress of the various departments.

4. The fourth part of the document is a report from the Secretary of the War, dated January 3, 1862. It contains information about the state of the War and the progress of the various departments.

5. The fifth part of the document is a report from the Secretary of the Navy, dated January 3, 1862. It contains information about the state of the Navy and the progress of the various departments.

6. The sixth part of the document is a report from the Secretary of the Army, dated January 3, 1862. It contains information about the state of the Army and the progress of the various departments.

7. The seventh part of the document is a report from the Secretary of the Marine Corps, dated January 3, 1862. It contains information about the state of the Marine Corps and the progress of the various departments.

8. The eighth part of the document is a report from the Secretary of the Coast and Geodetic Survey, dated January 3, 1862. It contains information about the state of the Coast and Geodetic Survey and the progress of the various departments.

9. The ninth part of the document is a report from the Secretary of the Smithsonian Institution, dated January 3, 1862. It contains information about the state of the Smithsonian Institution and the progress of the various departments.

10. The tenth part of the document is a report from the Secretary of the United States Geological Survey, dated January 3, 1862. It contains information about the state of the United States Geological Survey and the progress of the various departments.

11. The eleventh part of the document is a report from the Secretary of the United States Fish Commission, dated January 3, 1862. It contains information about the state of the United States Fish Commission and the progress of the various departments.

12. The twelfth part of the document is a report from the Secretary of the United States Forest Service, dated January 3, 1862. It contains information about the state of the United States Forest Service and the progress of the various departments.

13. The thirteenth part of the document is a report from the Secretary of the United States Land Office, dated January 3, 1862. It contains information about the state of the United States Land Office and the progress of the various departments.

14. The fourteenth part of the document is a report from the Secretary of the United States Patent Office, dated January 3, 1862. It contains information about the state of the United States Patent Office and the progress of the various departments.

15. The fifteenth part of the document is a report from the Secretary of the United States Copyright Office, dated January 3, 1862. It contains information about the state of the United States Copyright Office and the progress of the various departments.

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than ten thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order made payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond.

MINIMUM WAGE

4. Except as otherwise provided by law, if this contract provides for the payment of more than five thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public work, (except highways, highway bridges, underpasses and highway structures of all kinds) within the geographical limits of the State, the rate of wage for all laborers and mechanics employed by the contractor or any subcontractor on the building or public work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil subdivision of the State in which the building or other public work is located. Disputes respecting prevailing rates will be resolved as provided in 8-16-101, CRS 1973, as amended.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-301, CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the study. The investigator must first identify the problem that is being investigated. This is done by the investigator who is responsible for the study. The investigator must first identify the problem that is being investigated. This is done by the investigator who is responsible for the study.

(7) In the event of contractor's non-compliance with the non-compliance clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every sub-contract and sub-contractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6. Provisions of 8-17-101, & 102, CRS 1973 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S. 1973, as amended, and that no violation of such provisions is present.

9. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FARMERS EXTENSION DITCH
AND HIGHLAND LAKE LATERAL

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

Contractor

By

D. MONTE PASCOE
EXECUTIVE DIRECTOR

Position

DEPARTMENT
OF

NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

EMPLOYER I. D. NUMBER

By

APPROVALS

J. WILLIAM McDONALD, DIRECTOR

ATTORNEY GENERAL

J. D. MacFARLANE

CONTROLLER

JAMES A. STROUP

By

By

A. M. JEWELL, JR.

Assistant Solicitor General
General Legal Services

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SCHEDULE A

COLORADO WATER CONSERVATION BOARD
CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.
2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.
3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).
4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.
5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).
6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.
7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.
8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.
9. Final inspection and acceptance of as-built project by Board staff.
10. Submittal of as-built drawings to Board staff for approval and filing.

PAID IN FULL

WARRANTY DEED**COPY**

THIS DEED, Made this 19th day of December, 1985, between HIGHLAND LAKE LATERAL DITCH COMPANY and FARMERS EXTENSION DITCH COMPANY, of the County of Weld and State of Colorado, of the first part, and STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES, of the State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and Other Good and Valuable Consideration (Actual Consideration Less Than \$500.00)--DOLLARS to the said parties of the first part in hand paid by said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its heirs and assigns forever, all the following, situate, lying and being in the County of Weld and State of Colorado, to wit:

All property shown on the attached
Exhibit A, which is incorporated
herein by reference.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained for and described with the appurtenances, unto the said party of the second part, its heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that the time of the deliver of these presents, they are well seized of the premises above conveyed, as of good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature soever and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns against all and every person or persons lawfully claimed or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

ATTÉST :

Virginia M. Frei
VIRGINIA M. FREI, Secretary

HIGHLAND LAKE LATERAL DITCH COMPANY

BY

Clayton Claus
CLAYTON CLAUS, President

ATTEST:

Elizabeth G. Whitmore
ELIZABETH WHITMORE, Secretary

BY

Glen Anderson
GLEN ANDERSON, President

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this 19th day of December, 1985, by Clayton Claus, President of Highland Lake Lateral Ditch Company.

Witness my hand and official seal.

Witness
NOTARY PUBLIC
STATE OF RHODE ISLAND

Commission expires: June 6, 1986

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19th day of December, 1985, by Glen Anderson, President of Farmers Extension Ditch Company.

Witness my hand and official seal.

My commission expires: June 6, 1986

NOTARY
PUBLIC
STATE OF COLORADO

Notary Public

EXHIBIT A

- a. 18,720 \pm yards of 95% Proctor Density earth fill between stations 10+00 and 48+46.
- b. 4,070 \pm cubic yards of 90% Proctor Density earth fill between stations 10+00 and 48+46.
- c. 109 \pm reinforced concrete between stations 17+80 and 38+50.
- d. 105 \pm linear feet of 15-inch diameter reinforced concrete pipe between stations 17+80 and 38+50.
- e. 4 No. 12x15-inch metal Parshall Flumes located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.
- f. 4 No. 15-inch diameter slide gates located as follows: 2 No. at station 17+80 and 1 No. at station 38+50 and station 48+46.
- g. 1550 \pm linear feet 6-inch diameter plastic subsurface perforated drain pipe located between stations 17+74 and 33+24.
- h. 836 \pm nonreinforced concrete ditch lining located between stations 10+00 and 48+46.

PAID IN FULL

RETURN TO: act]53371
SCHEY & SCHEY, P.C.
P.O. BOX 357
TONGMONT, CO 80505-0357