



COLORADO

Colorado Water
Conservation Board

Department of Natural Resources

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

August 23, 2023

Lower Sacramento Creek Reservoir Company
2686 S. Yukon Court
Lakewood, CO 80227

Loan Compliance Confirmation - C150195

Attached for your records are the original documents relative to the agreement between the Lower Sacramento Creek Reservoir Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C150195. 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

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files



PROMISSORY NOTE

Date: January 1, 2007

Borrower: Lower Sacramento Creek Reservoir Company

Principal Amount: \$284,621

Interest Rate: 3.75% per annum

Term of Repayment: 20 years

Loan Contract No.: C150195, dated January 1, 2007

Loan Payment: \$20,481.92

Payment Initiation Date: October 1, 2005

Maturity Date: October 1, 2025

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. This Promissory Note replaces and supersedes the Promissory Note dated May 1, 2005, in the principal amount of \$375,013.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation, 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.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. 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.
6. 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.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. 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 and Deed of Trust ("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

Appendix A to Loan Contract C150195 Amendment No. 1

CWCB, including the right to accelerate the maturity of this Note in certain events.

9. 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.
10. 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.
11. This Note shall be governed in all respects by the laws of the State of Colorado.



Attest:

By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

BORROWER: Lower Sacramento
Creek Reservoir Company

By George Oliver
George Oliver, President

PAID IN FULL

Deed of Trust

DATE: May 1, 2005
GRANTOR: LOWER SACRAMENTO CREEK RESERVOIR COMPANY
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: PARK
PRINCIPAL LOAN AMOUNT: \$375,013
LOAN CONTRACT: Loan Contract No. C150195, dated May 1, 2005
TERMS OF REPAYMENT: 3.75% per annum for 20 years
COLLATERAL: An undivided one-hundred percent interest in the Lower Sacramento Creek Reservoir more particularly described in the attachment hereto, together with all improvements thereon, including but not limited to gates, ditches, canals, and all other structures and fixtures, and any easements, rights-of-way, or other property or property interests held and used in connection with the operation of said reservoir.

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 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.



Lower Sacramento Creek Reservoir Company, a
Colorado nonprofit corporation

By John R. McGill
John McGill, President

ATTEST: William M. Blatchley
William M. Blatchley, Secretary/Treasurer



626701 05/01/2006 11:54A

3 of 3 R 16.00 D 0.00 DEBRA A GREEN PARK CO

County of Denver)
) SS
State of Colorado)

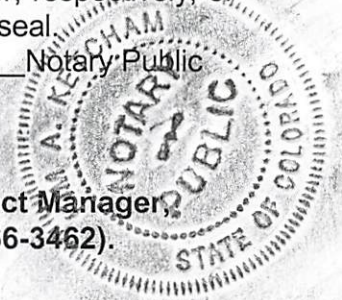
The foregoing instrument was acknowledged before me this 26th day of April 2005, by John McGill and William M. Blatchley, as President and Secretary/Treasurer, respectively, of Lower Sacramento Creek Reservoir Company. Witness my hand and official seal

Kim A. Ketcham

Notary Public

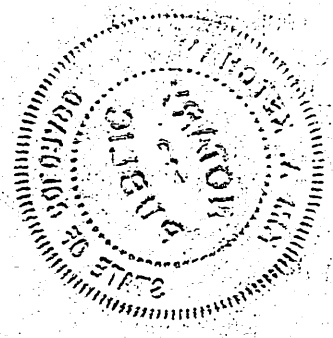
My commission expires Nov 7, 2008

Return recorded deed of trust to: CWCB Finance Section, Attn: Contract Manager,
1580 Logan Street, Suite 750, Denver CO 80203 (Phone Number 303-866-3462).



State of Illinois
County of Cook

I, the undersigned, Clerk of the County of Cook, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook.



In testimony whereof, I have hereunto set my hand and the seal of the County of Cook, at Chicago, Illinois, this 1st day of January, 1900.

1900

1900

Attest: My hand and the seal of the County of Cook, at Chicago, Illinois, this 1st day of January, 1900.



Amendment No. 1 to Deed of Trust

Date: January 1, 2007
Grantor (Borrower): Lower Sacramento Creek Reservoir Company
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: May 1, 2005
Recording Date of Deed of Trust: May 1, 2006
County of Recording ("County"): Park
Deed of Trust Recording Information: 626701 (3 pages)
Loan Contract: C150195, dated May 1, 2005, amended
January 1, 2007
Promissory Note: \$284,621, 3.75%, 20 years, dated
January 1, 2007

This Amendment to the 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 Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Based upon lower project costs, the principal amount of the loan has been reduced.

Grantor and Beneficiary have agreed to amend the Original Deed of Trust to \$284,621 to reflect the revised principal and annual loan payment amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. The second full paragraph of the Original Deed of Trust is hereby amended to read as follows:

The Grantor has executed a Promissory Note dated January 1, 2007, to secure the repayment of the indebtedness evidenced by Contract No. C150195, dated May 1, 2005, as amended on January 1, 2007, for the total principal sum of \$284,621, 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 721, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. 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.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Appendix C to Loan Contract C150195 Amendment No. 1



638467
2 of 2

3/15/2007 1:12 PM
AMEND RS\$11.00 DS\$0.00

Debra A Green
Park County Clerk

Executed on the date first written above.



GRANTOR: Lower Sacramento Creek Reservoir
Company

By George Oliver
George Oliver, President

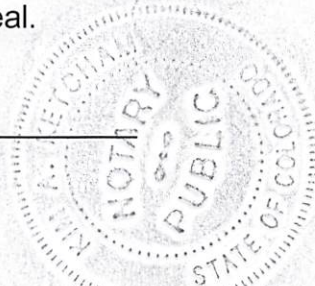
ATTEST:

By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

State of Colorado)
County of Jefferson) ss.

The foregoing instrument was acknowledged before me on Jan 4th, 2006⁷, by George Oliver as President and William M. Blatchley as Secretary-Treasurer of the Lower Sacramento Creek Reservoir Company. Witness my hand and official seal.

Kim A. Ketchum
Notary Public



My commission expires Nov 8, 2008

Return recorded document to: CWCB Finance Section, Attn: Contract Manager,
Colorado Water Conservation Board, 1580 Logan Street, Suite 750, Denver CO 80203
(Phone Number 303-866-3462)

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

April 12, 2023
Lower Sacramento Creek Reservoir Company
2686 S. Yukon Court
Lakewood, CO 80227

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)

May 1, 2005

Date of Deed of Trust

May 1, 2006

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

626701

Recording Information

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

TO THE PUBLIC TRUSTEE OF

Park 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 April 19, 2023 (date) by*
Kirk Russell
Finance Section Chief

JESSICA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027

March 27, 2027 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

Jessica Gibbs
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
R. Measner
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.)

1000

2230-10-10

SECRET
CLINTON VILLAGE
07040100Z JAN 62
R0801704ZSOS GI VILLAGE
TSOS, TS KAPPAK ZSHHXXA X0022MHHO VM



PROMISSORY NOTE

Date: May 1, 2005
Borrower: Lower Sacramento Creek Reservoir Company
Principal Amount: \$375,013
Interest Rate: 3.75% per annum
Term of Repayment: 20 years
Loan Contract No.: C150195, dated May 1, 2005
Loan Payment: \$26,986.72
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.
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 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 and a Deed of Trust ("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, 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

Appendix 2 to Loan Contract C150195

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.

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



Attest:

By William M. Blatchley
William M. Blatchley, Secretary/Treasurer

BORROWER: Lower Sacramento Creek
Reservoir Company, a Colorado nonprofit
corporation

By John R. McGill
John McGill, President

PAID IN FULL

Attachment 1

Deed of Trust dated May 1, 2005

Grantor: Lower Sacramento Creek Reservoir Company

Beneficiary: Colorado Water Conservation Board

DESCRIPTION OF COLLATERAL

A tract of land located in part of Section 32, T.9S, R.77W, of the 6th P.M., County of Park, State of Colorado, more particularly described as follows:

Beginning at N1/4 corner of said Section 32, thence S00°05'57"E along the north-south center of section line of said Section 32 for a distance of 400.00' to the true point of beginning, thence S00°05'57"E continuing along the said north-south center of section line of said Section 32 for a distance of 245.02', to a point on the northerly right-of-way of Platte Drive, thence westerly along said northerly right-of-way for the following 5 courses to the left along the arc of a curve whose delta is 00°55'43" and whose radius is 211.12' for a distance of 3.42', and whose chord bears S83°03'19"W for a distance of 3.42', thence S82°36'45"W for a distance of 132.30' to a point on the south line of the N1/2 NW1/4 Section 32, thence N88°46'10"W along the said south line N1/2 NW1/4 Section 32 for a distance of 900.56', thence leaving the south line of the said N1/2 NW1/4 Section 32 and to the right along the arc of a non-tangent curve whose delta is 28°52'03" and whose radius is 178.55' for a distance of 89.96', and whose chord bears N52°48'49"W for a distance of 89.01', thence N38°22'47" for a distance of 117.67', thence N39°00'04"E leaving said right-of-way for a distance of 568.44', thence S67°13'09"E for a distance of 890.20' to a point on the north-south center of section line of said Section 32, the true point of beginning. Containing 10.87 acres, more or less. All bearings are referenced to a breakdown of said Section 32 by Broyles & Fenster.

Description of collateral taken from Exhibit A to Warranty Deed recorded December 2, 1991, Book 470, Page 39, Reception No. 399180, County of Park, State of Colorado.

PAID IN FULL

AMENDMENT NO. 1 TO SECURITY AGREEMENT

DEBTOR: LOWER SACRAMENTO CREEK RESERVOIR
COMPANY

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

DATE OF ORIGINAL SECURITY AGREEMENT: MAY 1, 2005

Original Promissory Note: \$375,013, dated May 1, 2005, interest at the rate of 3.75% per annum with annual payment for a period of 20 years or until paid in full.

ORIGINAL LOAN CONTRACT: C150195, DATED MAY 1, 2005

1. The Parties have amended the ORIGINAL LOAN CONTRACT and Promissory Note to decrease the loan amount from \$375,013 to \$284,621 and hereby amend the original Security Agreement to document the change of loan amount.
2. The Parties expressly agree that this Amendment is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

Amended Loan Contract: C150195, dated January 1, 2007

Replacement Promissory Note: \$284,621, dated January 1, 2007, interest at the rate of 3.75% per annum with annual payments for a period of 20 years or until paid in full

Date of Amended Security Agreement: January 1, 2007



ATTEST:

By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

DEBTOR: Lower Sacramento Creek Reservoir
Company

By George Oliver
George Oliver, President

BORROWER: LOWER SACRAMENTO CREEK
RESERVOIR COMPANY
Contract No. C150195
Original Loan Amount \$375,013
Adjustment (Increase/Decrease):
\$90,392
Adjusted Loan Amount \$284,621

Agency Name: Water Conservation Board
Agency Number PDA
Routing Number: 07 PDA 00049

LOAN CONTRACT AMENDMENT No. 1

(STANDARD CONTRACT – WAIVER #160 – APPROVED NOVEMBER 10, 2003)

This Amendment, made this January 1, 2007, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB"), and the Lower Sacramento Creek Reservoir Company, 2525 S. Wadsworth Blvd. No. 306, Lakewood, CO 80227, a Colorado nonprofit corporation ("BORROWER" or "CONTRACTOR").

FACTUAL RECITALS

- A. Authority exists in the law, and funds have been budgeted, appropriated, and otherwise made available for payment in Contract Encumbrance Number C150195.
- B. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
- C. The CWCB and the BORROWER entered into Contract Encumbrance Number C150195, dated May 1, 2005 ("ORIGINAL CONTRACT"), incorporated herein by reference, wherein the CWCB agreed to loan money in the total amount up to \$375,013, and the BORROWER agreed to repay the loan in accordance with the terms of the ORIGINAL CONTRACT.
- D. The Project was substantially complete as of October 1, 2005.
- E. Of the \$375,013 loan amount available, only \$284,621 was disbursed to the BORROWER for the PROJECT.
- F. The parties agree to amend the contract to reduce the final loan amount.

PAID IN FULL

NOW THEREFORE, it is hereby agreed that

- 1. Consideration for this Amendment to the ORIGINAL CONTRACT consists of the payments that shall be made pursuant to this Amendment and ORIGINAL CONTRACT and the promises and agreements herein set forth.
- 2. It is expressly agreed by the parties that this Amendment is supplemental to the ORIGINAL CONTRACT, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
- 3. The BORROWER agrees that it shall execute the following document, all of which shall set forth the revised loan amount of \$284,621:
 - a. Promissory Note, attached as Appendix A and incorporated herein, which shall

Loan Contract C150195 Amendment No. 1

replace and supersede the Promissory Note in the amount of \$375,013 dated May 1, 2005, attached to the ORIGINAL CONTRACT as Appendix 2.

- b. Amended Security Agreement, attached hereto as Appendix B and incorporated herein, which shall supplement and operate in conjunction with the Security Agreement dated May 1, 2005, attached to the ORIGINAL CONTRACT as Appendix 4.
- c. Amended Deed of Trust, attached hereto as Appendix C and incorporated herein, which shall supplement and operate in conjunction with the Deed of Trust dated May 1, 2005, attached to the ORIGINAL CONTRACT as Appendix 5.

Except for the SPECIAL PROVISIONS, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the ORIGINAL CONTRACT, the provisions of this Amendment shall in all respects supersede, govern, and control. The SPECIAL PROVISIONS shall always be controlling over other provisions in the contract or amendments. The representations in the SPECIAL PROVISIONS concerning the absence of bribery or corrupt influences and personal interest of STATE employees are presently reaffirmed.

PAID IN FULL

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** 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.

3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. **CHOICE OF LAW.** 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 this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid

to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. [*Not Applicable to Intergovernmental Contracts*]. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages. Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

Effective Date of Special Provisions: August 7, 2006

PAID IN FULL

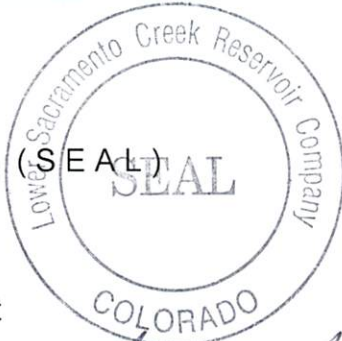
Loan Contract C150195 Amendment No. 1

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

BORROWER: Lower Sacramento Creek
Reservoir Company, a Colorado
nonprofit corporation

By George Oliver
George Oliver, President

84-1090279
FEIN



Attest

By William M. Blatchley
William M. Blatchley, Secretary-
Treasurer

State of Colorado
Bill Owens, Governor

By Mike Seifert
For the Executive Director
Department of Natural Resources
Colorado Water Conservation Board
Rod Kuharich, Director

Pre-Approved Form

By Chris Bass
CWCB Contract Manager

PAID IN FULL

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

Leslie M. Shenefelt, State Controller

By Flannery

Effective Date 1-26-07

Loan Contract C150195 Amendment No. 1

AMENDMENT NO. 1 TO SECURITY AGREEMENT

DEBTOR: LOWER SACRAMENTO CREEK RESERVOIR
COMPANY

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

DATE OF ORIGINAL SECURITY AGREEMENT: MAY 1, 2005

Original Promissory Note: \$375,013, dated May 1, 2005, interest at the rate of 3.75% per annum with annual payment for a period of 20 years or until paid in full.

ORIGINAL LOAN CONTRACT: C150195, DATED MAY 1, 2005

1. The Parties have amended the ORIGINAL LOAN CONTRACT and Promissory Note to decrease the loan amount from \$375,013 to \$284,621 and hereby amend the original Security Agreement to document the change of loan amount.
2. The Parties expressly agree that this Amendment is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

PAID IN FULL

Amended Loan Contract: C150195, dated January 1, 2007

Replacement Promissory Note: \$284,621, dated January 1, 2007, interest at the rate of 3.75% per annum with annual payments for a period of 20 years or until paid in full

Date of Amended Security Agreement: January 1, 2007



By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

DEBTOR: Lower Sacramento Creek Reservoir
Company

By George Oliver
George Oliver, President

Amendment No. 1 to Deed of Trust

Date: January 1, 2007
Grantor (Borrower): Lower Sacramento Creek Reservoir Company
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: May 1, 2005
Recording Date of Deed of Trust: May 1, 2006
County of Recording ("County"): Park
Deed of Trust Recording Information: 626701 (3 pages)
Loan Contract: C150195, dated May 1, 2005, amended
January 1, 2007
Promissory Note: \$284,621, 3.75%, 20 years, dated
January 1, 2007

This Amendment to the 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 Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Based upon lower project costs, the principal amount of the loan has been reduced.

Grantor and Beneficiary have agreed to amend the Original Deed of Trust to \$284,621 to reflect the revised principal and annual loan payment amount.

NOW THEREFORE, the CWCB and Grantor agree that:

PAID IN FULL

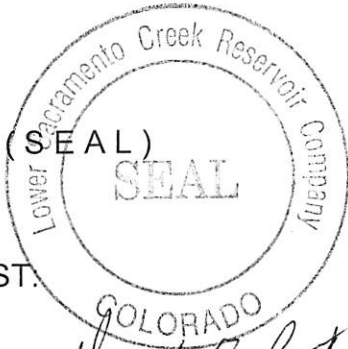
1. The second full paragraph of the Original Deed of Trust is hereby amended to read as follows:

The Grantor has executed a Promissory Note dated January 1, 2007, to secure the repayment of the indebtedness evidenced by Contract No. C150195, dated May 1, 2005, as amended on January 1, 2007, for the total principal sum of \$284,621, 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 721, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. 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.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Appendix C to Loan Contract C150195 Amendment No. 1

Executed on the date first written above.



GRANTOR: Lower Sacramento Creek Reservoir Company

By George Oliver
George Oliver, President

ATTEST.

By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

State of Colorado)
County of Jefferson) ss.

The foregoing instrument was acknowledged before me on Jan 4, 2007, by George Oliver as President and William M. Blatchley as Secretary-Treasurer of the Lower Sacramento Creek Reservoir Company. Witness my hand and official seal.

Kim A. Ketchum
Notary Public

My commission expires Nov 8, 2008

Return recorded document to: CWCB Finance Section, Attn: Contract Manager, Colorado Water Conservation Board, 1580 Logan Street, Suite 750, Denver CO 80203 (Phone Number 303-866-3462)

PAID IN FULL

PROMISSORY NOTE

Date: January 1, 2007

Borrower: Lower Sacramento Creek Reservoir Company

Principal Amount: \$284,621

Interest Rate: 3.75% per annum

Term of Repayment: 20 years

Loan Contract No.: C150195, dated January 1, 2007

Loan Payment: \$20,481.92

Payment Initiation Date: October 1, 2005

Maturity Date: October 1, 2025

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. This Promissory Note replaces and supersedes the Promissory Note dated May 1, 2005, in the principal amount of \$375,013.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation, 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.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. 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.
6. 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.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. 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 and Deed of Trust ("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

Appendix A to Loan Contract C150195 Amendment No. 1

CWCB, including the right to accelerate the maturity of this Note in certain events.

9. 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.
10. 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.
11. This Note shall be governed in all respects by the laws of the State of Colorado.



Attest:

By William M. Blatchley
William M. Blatchley, Secretary-Treasurer

BORROWER: Lower Sacramento
Creek Reservoir Company

By George Oliver
George Oliver, President

PAID IN FULL

ACTION: C SCREEN: CLIN USERID: IOA130

01/26/07 02:32:51 PM

*** CONTRACT LOGGING INQUIRY TABLE ***

FY: 07 AGCY: PDA ROUT #: 00049 CNTR/PO: C TYPE: DD TOTAL AMT: 0.00
START DATE: 01 20 07 END DATE: 10 31 25 OWNER: A ENC TOTAL: -90,392.00
DESC: LOAN AMENDMENT SEL METHD: 9 RFP/BID#:
CC/CM: N PROJ#: 150195 BILL#: PAGE: 0 AG BILL CODE: NR WC IJUI
VENDOR CODE: 841090279 LOWER SACRAMENTO CREEK RESERVO ENT DAT: 01 17 07
ROUTING--HR: PUR/BLD: AG: SCO: USER: 1 REF#: MY 19
PRGM CONTACT: VAUGHN MCWILLIAMS PH: 303 866 3462 FAX:
ACCT CONTACT: RICK BROUGH PH: 303 866 2532 FAX:

SQ		-DATE (MONTH/DAY)-	SENT	ERROR	
#	ORGN/UNIT	RECV	REVIEW	SENT	TO ACT CODE
1	DNR PURCH	01 17	01 26	01 26	DS
2	DNR ACCOUNT	01 26	01 26	01 26	TL A
3	DNR PURCH	01 26		01 26	PDA

COMMENTS
C150195 AMENDMENT NO. 1
DECREASE/RISK EVAL=AUTO LOW

01-*L031 ALL LINES CHANGED

PAID IN FULL

ACTION: R SCREEN: CLI2 US ID: IOT009 01/17/07 11:20:44 AM
*** CONTRACT LOGGING INQUIRY TABLE ***

FY: 07 AGCY: PDA ROUT #: 00049 CNTR/PO: C TYPE: DD TOTAL AMT: 0.00
START DATE: 01 20 07 END DATE: 10 31 25 OWNER: A ENC TOTAL: -90,392.00
HR AUTH: SEL METHD: 9 RFP/BID#: 0
CC/CM: N PROJ#: 150195 BILL#: PAGE: 0 AG BILL CODE: NR WC IJUI
VENDOR CODE: 841090279 LOWER SACRAMENTO CREEK RESERVO ENTRY DATE: 01 17 07
PRGM CONTACT: VAUGHN MCWILLIAMS PH: 303 866 3462 FAX:

SQ	-DATE (MONTH/DAY) -	SENT	ERROR	
# ---AUTH----	RECV REVW SENT	TO ACT	CODE	COMMENTS

PERSONNEL

PUR/ST BLDG

ATTRNY GNRL

SCO

PAID IN FULL

FUNCTION:
STATUS: PEND3
H-

DO D: PO PDA C150195
BATID:
PURCHASE ORDER INPUT FORM

01/17/07 11:11:53 AM
ORG: 001-001 OF 001

PO DATE: 01 17 07 ACCTG PRD: 07 07 BUDGET FY: 07
ACTION: M PO TYPE: 1 COMMENTS: 05 PDA 00080
VENDOR: 841090279 NAME: LOWER SACRAMENTO CREEK RESERVO
I/G IND: SELLER FUND: SELLER AGENCY:
CALCULATED DOC TOTAL: 90,392.00 DOC TOTAL: 90,392.00
LN REF RQ SUB APR SUB T
NO AGY / NUMBER / LN FND AGY ORG ORG CDE PGM FUNC OBJ OBJ GBL JOB/PROJ X

RPTC FEE CD UNITS DESCRIPTION AMOUNT I/D P/F

01- 01 424 PDA YYYY MC5 WTRC 5882 L195
0195 LOAN RESERVOIR REHAB 90,392.00 D
02- PDA
03- PDA

H--*S403-READY FOR APPROVAL 3

Adrian
1-26-07

PAID IN FULL

FUNCTION:
STATUS: PEND3
H-

D ID: PO PDA C150195
BATID:
PURCHASE ORDER INPUT FORM

01/17/07 11:21:26 AM
ORG: 001-001 OF 001

PO DATE: 01 17 07 ACCTG PRD: 07 07 BUDGET FY: 07
ACTION: M PO TYPE: 1 COMMENTS: 07 PDA 00049
VENDOR: 841090279 NAME: LOWER SACRAMENTO CREEK RESERVO
I/G IND: SELLER FUND: SELLER AGENCY:
CALCULATED DOC TOTAL: 90,392.00 DOC TOTAL: 90,392.00
LN REF RQ SUB APR SUB T
NO AGY / NUMBER / LN FND AGY ORG ORG CDE PGM FUNC OBJ OBJ GBL JOB/PROJ X

RPTC FEE CD UNITS DESCRIPTION AMOUNT I/D P/F

01- 01 424 PDA YYYY MC5 WTRC 5882 L195
0195 LOAN RESERVOIR REHAB 90,392.00 D
02- PDA
03- PDA

H--*S403-READY FOR APPROVAL 3

*PO mod
to decrease
amount +
Amend Contract*

PAID IN FULL

ACTION: R SCREEN: OPOH US ID: IOT009

01/17/07 11:06:31 AM

OPEN PO HEADER TABLE

KEY IS VENDOR CODE, PO ID

01-

VENDOR CODE:	841090279	PO ID:	PDA C150195
VENDOR NAME:	LOWER SACRAMENTO CREEK RESERVO		
BUDGET FY:	07	PO TYPE:	1
COMMENTS:	05 PDA 00080	OFFSET RES ACT:	3130
PO DATE:	07 14 06	PO CLOSING DATE:	
PO AMOUNT:	90,392.00	CLOSED AMOUNT:	0.00
ROLL FORWARD:		OUTSTANDING AMOUNT:	90,392.00
I/G IND:			

02-

VENDOR CODE:	PO ID:
VENDOR NAME:	
BUDGET FY:	PO TYPE:
COMMENTS:	OFFSET RES ACT:
PO DATE:	PO CLOSING DATE:
PO AMOUNT:	CLOSED AMOUNT:
ROLL FORWARD:	OUTSTANDING AMOUNT:
I/G IND:	

02-*S304 ACTION NOT AUTH FOR AGCY/SEC1

PAID IN FULL

ACTION: R SCREEN: OPOL US ID: IOT009

01/17/07 11:06:41 AM

OPEN PO LINE TABLE

KEY IS VENDOR CODE, PO AGENCY, PO NUMBER, LINE NO

01-

VENDOR CODE: 841090279 PO AGENCY: PDA PO NUMBER: C150195

LINE NO: 01 LINE DESC: LOAN RESERVOIR REHAB

FUND: 424 I/G REF FUND: AGENCY: PDA I/G REF AGY:

ORG/SUB ORG: YYYY APPR CODE: MC5 PROGRAM: WTRC FUNCTION:

OBJ/SUB OBJ: 5882 GBL: L195 RPTG CAT: 0195 JOB NO:

PROJECT: TEXT FLAG: PO LINE AMT: 90,392.00

PO LINE CLSD AMT: 0.00 PO LINE EXP AMT: 0.00

OUTSTANDING: 90,392.00

LAST REF TRAN#/DATE:

REF RQ:

PAID IN FULL

BORROWER: LOWER SACRAMENTO CREEK
RESERVOIR COMPANY
Contract No. C150195
Project Amount \$371,300
Loan Service Fee \$3,713
Loan Amount \$375,013

Agency Name: Water Conservation Board
Agency Number PDA
Routing Number 05 PDA 00080

LOAN CONTRACT

(STANDARD CONTRACT – WAIVER #160 – APPROVED NOVEMBER 10, 2003)

THIS CONTRACT, made this May 1, 2005, is by and between the State of Colorado for the use and benefit of The Department of Natural Resources, Colorado Water Conservation Board ("CWCB" or "STATE"), and Lower Sacramento Creek Reservoir Company, 2525 S. Wadsworth Blvd. No. 306, Lakewood, CO 80227, a Colorado nonprofit corporation ("BORROWER").

FACTUAL RECITALS

1. Authority exists in the law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for encumbering and subsequent payment of this contract under: Contract Encumbrance No. C150195, Fund Number 424, Appropriation Code MC5, Organization YYYY, GBL L195, Program WTRC, Object Code 5882, Reporting Category 0195.
2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
3. The **PROJECT Summary**, attached as **Appendix 1** and incorporated herein, contains BORROWER Information (Section 1), the PROJECT Description (Section 2), CWCB's authority for making this loan (Section 3), and CWCB Approval and Legislative Authorization which identifies the amount of the loan and the terms of repayment (Section 4).
4. The CWCB now desires, by this contract, to loan money to the BORROWER for this PROJECT upon mutually agreeable terms and conditions.

THEREFORE, in consideration of the mutual and dependent covenants contained herein, the parties agree as follows:

A. LOAN PROVISIONS

1. **Loan Service Fee.** The amount of the loan (LOAN AMOUNT) shall include (1) the amount of the funds loaned by the CWCB to the BORROWER for the PROJECT and (2) a service fee of one percent (1%) of the PROJECT amount. In the event that the BORROWER does not use the LOAN AMOUNT authorized, the parties shall amend this contract to revise the LOAN AMOUNT including adjustment of the service fee to reflect 1% of the actual LOAN AMOUNT disbursed to the BORROWER.
2. **Contract Amendment Service Fees.** Under certain circumstances, the BORROWER shall be assessed a fee for amending the contract.

- a. A service fee shall be imposed on the BORROWER for amendments processed for the benefit of the BORROWER and necessary for the BORROWER's course of business but not necessary for the CWCB, including, but not limited to, a change in borrower name (novation), assignment of contract, substitution of collateral, loan payment deferrals in excess of 3 per loan, and loan consolidation. Amendments in the course of CWCB business, including, but not limited to, loan payment deferrals (up to 3 per loan), changes in terms of loan repayment and amendments to adjust the interest rate pursuant to Paragraph A.13 herein, will be processed at no additional charge to the borrower.
- b. The amount charged shall be in accordance with the fee rate structure set forth in the CWCB Loan Service Charge Policy in effect at the time the BORROWER shall request an amendment. The current fee for an amendment is \$1,000.
- c. The BORROWER shall remit the service fee to the CWCB prior to initiation of the amendment. Any service fee remitted to the CWCB cannot be refunded
3. **Promissory Note Provisions.** The CWCB agrees to loan to the BORROWER an amount not to exceed the LOAN AMOUNT and the BORROWER agrees to repay the loan in accordance with the terms as set forth in the Promissory Note, attached hereto as **Appendix 2** and incorporated herein. The Promissory Note shall identify the LOAN AMOUNT. If the amount of loan funds disbursed by the CWCB to the BORROWER differs from the LOAN AMOUNT, the parties agree to amend this contract, including its appendices where necessary, to revise the LOAN AMOUNT.
4. **Interest Prior to PROJECT Completion.** As the loan funds are disbursed by the CWCB to the BORROWER, interest shall accrue at the rate set by the CWCB for this loan. The CWCB shall calculate the amount of the interest that accrued prior to PROJECT's substantial completion (as determined by the CWCB) and notify BORROWER of such amount. The BORROWER shall repay that amount to the CWCB either within ten (10) days from the date of notification from the CWCB, or, at the CWCB's discretion, said interest shall be deducted from the final disbursement of loan funds that the CWCB makes to the BORROWER.
5. **Return of Unused Loan Funds.** Any loan funds disbursed but not expended for the PROJECT in accordance with the terms of this contract shall be remitted to the CWCB within 30 calendar days from notification from the CWCB of either (1) completion of the PROJECT or (2) determination by the CWCB that the PROJECT will not be completed.
6. **BORROWER's Authority To Contract.** The BORROWER warrants that it has full power and authority to enter into this contract. The execution and delivery of this contract and the performance and observation of its terms, conditions and obligations have been duly authorized by all necessary actions of the BORROWER. The BORROWER's authorizing resolution(s) are attached as **Appendix 3** and incorporated herein.
7. **Attorney's Opinion Letter.** Prior to the execution of this contract by the CWCB, the BORROWER shall submit to the CWCB a letter from its attorney stating that it is the attorney's opinion that
- a. the contract has been duly executed by officers of the BORROWER who are duly

- elected or appointed and are authorized to execute the contract and to bind the BORROWER;
- b. the resolutions of the BORROWER authorizing the execution and delivery of the contract were duly adopted by the BORROWER's board of directors and/or stockholders
 - c. there are no provisions in the BORROWER's articles of incorporation or bylaws or any state or local law that prevent this contract from binding the BORROWER; and
 - d. the contract will be valid and binding against the BORROWER if entered into by the CWCB.
8. **Pledge of Property.** The BORROWER irrevocably pledges to the CWCB for purposes of repayment of this loan: (1) revenues from assessments levied for that purpose as authorized by the BORROWER's resolution(s); (2) all of the BORROWER's rights to receive said assessment revenues, and (3) the Lower Sacramento Creek Reservoir as more particularly described in **Appendix 5**; hereinafter collectively referred to as the "Pledged Property."
- a. **Segregation of Pledged Revenues.** The BORROWER shall set aside and keep the pledged revenues in an account separate from other BORROWER revenues, and warrants that these revenues will not be used for any other purpose.
 - b. **Establish Security Interest.** The BORROWER has duly executed a Security Agreement, attached hereto as **Appendix 4** and incorporated herein, to provide a security interest to the CWCB in the Pledged Property. The CWCB shall have priority over all other competing claims for said Pledged Property, except for the liens of the BORROWER's existing loans as listed in Section 5 (Schedule of Existing Debt) of the **Project Summary**, which sets forth the position of the lien created by this contract in relation to any existing lien(s).
 - c. **Revenue Assessments.** Pursuant to its statutory authority, articles of incorporation and bylaws, the BORROWER shall take all necessary actions consistent therewith during the term of this contract to levy assessments sufficient to pay this loan as required by the terms of this contract and the Promissory Note, to cover all expenditures for operation and maintenance and emergency repair services, and to maintain adequate debt service reserves. In the event the assessments levied by the BORROWER become insufficient to assure such repayment to the CWCB, the BORROWER shall immediately take all necessary action consistent with its statutory authority, its articles of incorporation and bylaws including, but not limited to, levying additional assessments to raise sufficient revenue to assure repayment of this loan.
 - d. **Debt Service Reserve Account.** To establish and maintain the debt service reserve account, the BORROWER shall deposit an amount equal to one-tenth of an annual payment into its debt service reserve fund on the due date of its first annual loan payment and annually thereafter for the first ten years of repayment of this loan. In the event that the BORROWER applies funds from this account to repayment of the loan, the BORROWER shall replenish the account within ninety (90) days of withdrawal of the funds.

9. **Collateral.** The collateral for this loan is described in Section 6 (Collateral) of the **Project Summary**, and secured by the instrument(s) attached hereto as **Appendix 5** and incorporated herein.
10. **Collateral During Loan Repayment.** The BORROWER shall not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the Collateral or the Pledged Property so long as any of the principal, accrued interest, and late charges, if any, on this loan remain unpaid, without the prior written concurrence of the CWCB. In the event of any such sale, transfer or encumbrance without the CWCB's written concurrence, the CWCB may at any time thereafter declare all outstanding principal, interest, and late charges, if any, on this loan immediately due and payable.
11. **Release After Loan Is Repaid.** Upon complete repayment to the CWCB of the entire principal, all accrued interest, and late charges, if any, as specified in the Promissory Note, the CWCB agrees to release and terminate any and all of the CWCB's right, title, and interest in and to the Collateral and the Pledged Property.
12. **Warranties.**
- a. The BORROWER warrants that, by acceptance of the loan under this contract and by its representations herein, the BORROWER shall be estopped from asserting for any reason that it is not authorized or obligated to repay the loan to the CWCB as required by this contract.
 - b. The BORROWER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BORROWER, to solicit or secure this contract and has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this contract.
 - c. The BORROWER warrants that the Pledged Property and Collateral for this loan are not encumbered by any other deeds of trust or liens of any party other than the CWCB or in any other manner, except for any existing lien(s) identified in Section 5 (Schedule of Existing Debt) of the **Project Summary**, which sets forth the position of the lien created by this contract in relation to any existing lien(s). Documentation establishing the relative priorities of said liens, if necessary, is attached to the **Project Summary** and incorporated herein.
13. **Change of Ownership of Water Shares During Term of Contract.** If the interest rate for this loan is based on the CWCB's agricultural or blended agricultural and municipal and/or commercial and/or industrial rates, the BORROWER agrees to notify the CWCB of any change of the ownership of the water rights represented by its shares from irrigation to municipal or commercial or industrial use. The interest rate shall be revised when said change in ownership would increase the original interest rate by 0.5% or more. The parties shall amend this contract, including a revised promissory note, to effect said change in interest rate.

14. **Remedies For Default.** Upon default in the payments to be made by the BORROWER under this contract, or default in the performance of any covenant or agreement contained herein, the CWCB, at its option, may:

- a. suspend this contract and withhold further loan disbursements pending corrective action by the BORROWER, and if the BORROWER does not cure the default as provided for below, permanently cease loan disbursements and deem the PROJECT substantially complete;
- b. declare the entire principal amount, accrued interest, and late charges, if any, then outstanding immediately due and payable;
- c. exercise its rights under any appendices to this contract, including, but not limited to, the Promissory Note, Security Agreement, and/or any instrument securing collateral; and/or
- d. take any other appropriate action.

The CWCB shall provide written notice to the BORROWER of any such default and shall give the BORROWER an opportunity to cure within thirty (30) days of receipt of such notice. All remedies described herein may be simultaneously or selectively and successively enforced. The CWCB may enforce the provisions of this contract at its option without regard to prior waivers of previous defaults by the BORROWER, 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 CWCB to ensure compliance with provisions of this contract and the laws and regulations under which this contract is executed. The CWCB's exercise of any or all of the remedies described herein shall not relieve the BORROWER of any of its duties and obligations under this contract.

15. **Operation of PROJECT.** The BORROWER shall, without expense or legal liability to the CWCB, manage, operate, and maintain the PROJECT continuously in an efficient and economical manner.

16. **BORROWER'S Liability Insurance.**

- a. Upon execution of this contract and continuing until complete repayment of the loan is made to the CWCB, the BORROWER shall maintain commercial general liability insurance, with a company that is satisfactory to the CWCB, with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury.
- b. Prior to the disbursement of any loan funds, the BORROWER shall provide the CWCB with an Acord Form 27 evidencing said insurance and shall provide the CWCB with documentation of renewals of said insurance.

17. **Additional Contract Requirements.** Any additional contract requirements are set forth in Additional Contract Requirement (Section 7) of the **Project Summary**.

B. PROJECT PROVISIONS

1. **Construction Fund Program Procedures.** During the completion of the PROJECT, the BORROWER shall adhere to the CWCB Construction Fund Program Procedures (Section 8), of the **Project Summary**.
2. **Eligible Expenses.** The PROJECT expenses for which the BORROWER is eligible for loan disbursements are listed in Eligible Expenses (Section 9) of the **Project Summary**.
3. **Loan Disbursements.** The CWCB shall disburse loan funds in accordance with the Disbursement Schedule (Section 10) of the **Project Summary**.
4. **Time for Performance.** The BORROWER recognizes that time is of the essence in the performance of all of its obligations under this contract. Therefore, the BORROWER shall complete the PROJECT within the time specified in Time for Performance (Section 11) of the **Project Summary**.
5. **Indemnification By The Construction Firm.** The BORROWER shall require all Construction Firms and their subcontractors to indemnify the STATE and the BORROWER 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 any acts or omissions of those parties or sustained in connection with the performance of any contract related to the PROJECT 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.
6. **Liability Insurance During Construction.** During construction of the PROJECT, the BORROWER shall require the construction firm(s) and any subcontractors to maintain the following insurance coverage in the limits shown during the term of their contracts for the construction of the PROJECT. The BORROWER shall provide the CWCB with an Acord Form 27 evidencing said insurance prior to commencement of construction, maintained until construction is complete, and shall provide the CWCB with documentation of renewals of said insurance. No payments shall be made to the BORROWER unless all insurance certificates are current.

PAID IN FULL

 - a. Builder's risk insurance for construction in progress for all perils of loss including fire, wind, hail, and vandalism in an amount equal to the completed value of the PROJECT.
 - b. Worker's compensation and employer's liability insurance in the required statutory amounts.
 - c. Automobile liability insurance that includes coverage for all owned, non-owned and hired vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage.
 - d. Commercial general liability insurance with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate. This insurance coverage shall include products/completed operations and bodily injury/property

14. **Remedies For Default.** Upon default in the payments to be made by the BORROWER under this contract, or default in the performance of any covenant or agreement contained herein, the CWCB, at its option, may:

- a. suspend this contract and withhold further loan disbursements pending corrective action by the BORROWER, and if the BORROWER does not cure the default as provided for below, permanently cease loan disbursements and deem the PROJECT substantially complete;
- b. declare the entire principal amount, accrued interest, and late charges, if any, then outstanding immediately due and payable;
- c. exercise its rights under any appendices to this contract, including, but not limited to, the Promissory Note, Security Agreement, and/or any instrument securing collateral; and/or
- d. take any other appropriate action.

The CWCB shall provide written notice to the BORROWER of any such default and shall give the BORROWER an opportunity to cure within thirty (30) days of receipt of such notice. All remedies described herein may be simultaneously or selectively and successively enforced. The CWCB may enforce the provisions of this contract at its option without regard to prior waivers of previous defaults by the BORROWER, 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 CWCB to ensure compliance with provisions of this contract and the laws and regulations under which this contract is executed. The CWCB's exercise of any or all of the remedies described herein shall not relieve the BORROWER of any of its duties and obligations under this contract.

15. **Operation of PROJECT.** The BORROWER shall, without expense or legal liability to the CWCB, manage, operate, and maintain the PROJECT continuously in an efficient and economical manner.

16. **BORROWER's Liability Insurance.**

- a. Upon execution of this contract and continuing until complete repayment of the loan is made to the CWCB, the BORROWER shall maintain commercial general liability insurance, with a company that is satisfactory to the CWCB, with minimum limits of \$1,000,000 combined single limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury.
- b. Prior to the disbursement of any loan funds, the BORROWER shall provide the CWCB with an Acord Form 27 evidencing said insurance and shall provide the CWCB with documentation of renewals of said insurance.

17. **Additional Contract Requirements.** Any additional contract requirements are set forth in Additional Contract Requirement (Section 7) of the **Project Summary**.

damage.

C. GENERAL PROVISIONS

1. **Periodic Inspections.** Throughout the term of this contract, the BORROWER shall permit a designated representative of the CWCB to make periodic inspections of the PROJECT. Such inspections shall cover the condition of the PROJECT, operating records, maintenance records, and financial records. These inspections are solely for the purpose of verifying compliance with the terms and conditions of this contract and shall not be construed nor interpreted as an approval of the actual design, construction or operation of any element of the PROJECT facilities.
2. **Applicable Laws.** The BORROWER shall strictly adhere to all applicable federal, state, and local laws and regulations that are in effect or may hereafter be established throughout the term of this contract.
3. **Designated Agent Of The CWCB.** The CWCB's employees are designated as the agents of the CWCB for the purpose of this contract.
4. **Assignment.** The BORROWER may not assign this contract except with the prior written approval of the CWCB.
5. **Contract Relationship.** The parties to this contract intend that the relationship between them under this contract is that of lender-borrower, not employer-employee. No agent, employee, or servant of the BORROWER shall be, or shall be deemed to be, an employee, agent, or servant of the CWCB. The BORROWER shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the term of this contract.
6. **Integration of Terms.** This contract 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 STATE fiscal rules, unless expressly provided for herein.
7. **Controlling Terms.** In the event of conflicts or inconsistencies between the terms of this contract and conditions as set forth in any of the appendices, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: (1) Colorado Special Provisions, (2) the remainder of this contract, and (3) the Appendices.
8. **Casualty and Eminent Domain.** If, at any time, during the term of this contract, (a) the BORROWER'S PROJECT facilities, including buildings or any portion thereof, are damaged or destroyed, in whole or in part, by fire or other casualty, or (b) title to or use of the PROJECT facilities or any part thereof shall be taken under the exercise of the power of eminent domain, the BORROWER shall cause the net proceeds of any insurance claim or

condemnation award to be applied to the prompt replacement, repair and restoration of the PROJECT facilities or any portion thereof, or to repayment of this loan. Any net proceeds remaining after such work has been completed or this loan has been repaid, shall be retained by the BORROWER. If the net insurance proceeds are insufficient to pay the full cost of the replacement, repair and restoration, the BORROWER shall complete the work and pay any cost in excess of the net proceeds. In the event BORROWER chooses to repay the loan, BORROWER shall remain responsible for the full loan amount outstanding regardless of the amount of such insurance proceeds or condemnation award.

9. **Captions.** The captions and headings contained in this contract are for convenience and reference only and shall not be construed so as to define or limit the terms or provisions contracted herein.
10. **CWCB's Approval.** This contract requires review and approval of plans, specifications, and various other technical and legal documents. The CWCB's review of these documents is only for the purpose of verifying BORROWER's compliance with this contract and shall not be construed or interpreted as a technical review or approval of the actual design or construction of the PROJECT. Notwithstanding any consents or approvals given to the BORROWER by the CWCB on any such documents, BORROWER and any of its consultants, by preparing any such documents, shall be solely responsible for the accuracy and completeness of any of said documents.
11. **Waiver.** The waiver of any breach of a term of this contract shall not be construed as a waiver of any other term, or of any subsequent breach of the same term.
12. **Addresses for mailing.** All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the addresses shown in the Section 1 (BORROWER Information) of the **Project Summary**, for the BORROWER and to the address below for the CWCB:

Colorado Water Conservation Board
Attn: Construction Fund Section
1313 Sherman Street, Room 721
Denver, CO 80203

SPECIAL PROVISIONS (1/1/05 version). State Fiscal Rule 3-1 requires the inclusion of these Special Provisions in every STATE contract, including grants.

1. **CONTROLLER'S APPROVAL.** CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. **FUND AVAILABILITY.** CRS 24-30-202 (5.5)

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

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

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.

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

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed

to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

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

Revised: 1/1/05

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

BORROWER: Lower Sacramento Creek
Reservoir Company, a Colorado nonprofit
corporation

State of Colorado
Bill Owens, Governor

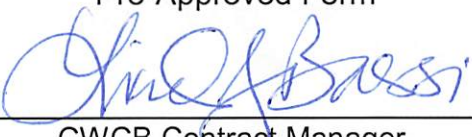
By 
John McGill, President

By 
For the Executive Director
Department of Natural Resources
Colorado Water Conservation Board
Rod Kuharich, Director

Attest
By 
William M. Blatchley,
Secretary/Treasurer



(SEAL)
SEAL
Lower Sacramento Creek Reservoir Company
COLORADO

Pre-Approved Form
By 
CWCB Contract Manager

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

Leslie M. Shenefelt, State Controller

By Planni C. Stump
Effective Date 6-23-05

PAID IN FULL

Project Summary
– Lower Sacramento Creek Reservoir Company–
Contract No. C150195

SECTION 1 –BORROWER INFORMATION

Name: Lower Sacramento Creek Reservoir Company
Address: 2525 S. Wadsworth Blvd., No. 306, Lakewood, CO 80227
Federal Identification No.: 84-1090279
Contact: William M. Blatchley, Secretary/Treasurer & General
Manager
Phone Number: (303) 989-6932 Fax Number: (303) 989-9446
E-mail address: wmbatch@earthlink.net
Type of Entity: a Colorado nonprofit corporation

Section 2 – Project Description

- A. Description of PROJECT: The BORROWER applied to the CWCB for a loan to be used to install a liner and enlarge the Lower Sacramento Creek Reservoir to its decreed storage amount, located in Park County, hereinafter referred to as the PROJECT, at an estimated total cost of \$495,072.
- B. Description of Feasibility Study: The CWCB has reviewed a feasibility study report on the PROJECT entitled "Feasibility of Reconstruction of the Lower Sacramento Creek Reservoir," dated January 2005, compiled by William M. Blatchley, which is incorporated herein by reference, and, based upon the feasibility report, the CWCB determined the PROJECT to be technically and financially feasible.

SECTION 3 – CWCB'S AUTHORITY

Construction Fund: This loan is made pursuant to the provisions of §§ 37-60-119 and 37-60-120, C.R.S., which authorize the CWCB to loan money for water projects from the CWCB Construction Fund for the benefit of the people of the state, provided that the borrower assures repayment of that money.

Section 37-60-122(1)(b) C.R.S., authorizes the CWCB to make loans of up to \$5,000,000 from the CWCB's Construction Fund and the State Severance Tax Trust Fund Perpetual Base Account Fund without prior approval from the General Assembly

SECTION 4 - BOARD APPROVAL AND LEGISLATIVE AUTHORIZATION (IF NEEDED)

At its March 22, 2005 meeting, the CWCB approved a Small Project Loan from the Construction Fund to the BORROWER in an amount up to \$371,300 for PROJECT costs, not to exceed 90% of the cost of the PROJECT, with a loan origination fee of 1% in accordance with CWCB Policy No. 16, at an interest rate of 3.75% per annum for a repayment term of 20 years.

SECTION 5 – SCHEDULE OF EXISTING DEBT

No existing debt

Appendix 1 to Loan Contract C150195

SECTION 6 - COLLATERAL

The collateral provided for this loan, as evidenced by the executed Deed of Trust, in the form attached as **Appendix 5** and incorporated herein, shall be an undivided one hundred percent (100%) interest in the Lower Sacramento Creek Reservoir, as more particularly described in the attached **Appendix 5**, Deed of Trust ("Collateral").

SECTION 7 – ADDITIONAL CONDITIONS & CONTRACT REQUIREMENTS

No additional conditions or contract requirements

SECTION 8 – CONSTRUCTION FUND PROGRAM PROCEDURES

- A. The BORROWER shall employ an engineer, registered in the state of Colorado to prepare plans and specifications for the PROJECT.
- B. The BORROWER'S and the Engineering Consultant's Agreements and the plans and specifications must be submitted to the CWCB staff for verification of compliance with the terms of this Contract when available prior to bidding. Any modifications to the plans and specifications must be approved in writing by the CWCB staff.
- C. For plans and specifications for all jurisdictional dams and reservoirs, as defined by § 37-87-105 C.R.S., the BORROWER shall provide a letter of approval from the State Engineer's Office prior to construction.
- D. CWCB staff must be present at bid opening and must approve the award of the construction contract.
- E. The BORROWER shall contract for the construction of the work with responsible and capable Construction Firms, which said Construction Firms shall be selected by the BORROWER and found acceptable by the CWCB staff.
- F. The BORROWER must provide a copy of the executed construction contract documents consisting of the contractor's proposal, construction contract, performance bond, payment bond, notice of award, notice to proceed, sample change order, and sample field order, as well as the advertisement for bid and bid bond at bidding. After the CWCB staff verifies that these documents comply with the terms of this contract, the BORROWER may issue the notice to proceed to the Construction Firms.
- G. The BORROWER shall conduct a pre-construction conference at which time the CWCB staff shall have the opportunity to review and approve the construction schedule.
- H. If the CWCB staff determines that the PROJECT requires a resident inspector during construction, the BORROWER shall employ an inspector who has been approved by the CWCB staff.
- I. The BORROWER shall construct the PROJECT in accordance with the approved plans and specifications.
- J. Upon completion of the PROJECT construction, the BORROWER shall provide as-built

Appendix 1 to Loan Contract C150195

drawings of the PROJECT to the CWCB staff, or, if required by § 37-87-105, C.R.S., the BORROWER shall provide the as-built drawings to the State Engineer's Office for approval and filing.

- K. Upon completion of the PROJECT construction, the BORROWER shall arrange a final inspection for the CWCB staff.
- L. The BORROWER shall pay all of the expenses related to the PROJECT when such bills are due.

SECTION 9 – ELIGIBLE EXPENSES. The following items are eligible for loan disbursements.

- A. Preparing final designs and specifications for the PROJECT.
- B. Preparing bid and construction contract documents.
- C. Preparing environmental assessment or environmental impact statements, and otherwise complying with the Federal National Environmental Policy Act.
- D. Complying with all federal, state, and local regulatory requirements, including the obtaining of all required permits.
- E. Fish and wildlife mitigation measures required by federal, state, or local laws and regulations.
- F. Actual construction as called for in the design documents and in change orders approved by the CWCB and the BORROWER.
- G. Engineering services for construction management, including design and construction management for CWCB-approved change orders.
- H. Interest during completion of the PROJECT pursuant to Paragraph A.4 of the Contract.
- I. Legal services for reviewing engineering services contracts, reviewing this Contract, reviewing construction contract documents, and for complying with all federal, state, and local regulatory requirements.
- M. PROJECT-related expenses incurred prior to the Effective Date of this contract in accordance with the Board approval of this loan.

SECTION 10 – DISBURSEMENT SCHEDULE

For Project costs: The BORROWER shall prepare a periodic progress report which contains a statement of the PROJECT costs expended for that period and shall forward said statement to the CWCB. After receipt of the periodic progress report from the BORROWER, and review and acceptance of the items therein as eligible expenses as described below, the CWCB will pay to the BORROWER the amount set forth in the report or such portion that has been approved by the CWCB. Such payment shall be made within thirty (30) days from the CWCB's approval of each progress report.

SECTION 11 – TIME FOR PERFORMANCE

PROJECT Beginning: Upon Effective Date of this Contract (the date this contract is signed by the State Controller or his designee).

Appendix 1 to Loan Contract C150195

PROJECT Finish: Two (2) years from the Effective Date of this Contract

PAID IN FULL

MINUTES

ANNUAL MEETING

LOWER SACRAMENTO CREEK RESERVOIR COMPANY

August 26, 2004

The annual meeting of the Lower Sacramento Creek Reservoir Company held on this date at 2525 South Wadsworth Blvd., Lakewood, Colorado was called to order at 4:00 P.M. by John McGill, President.

In attendance were John McGill for Sun Mountain (175 shares), William Blatchley for Mountain Mutual Reservoir Company (932 shares), George Oliver for Valley Of The Sun (1311), Charlie Fick and Judy Ahrens for Venture 73 (127 shares), J R Ratliff for Foxtail Pines (873 shares), and FC Spruce Hill, LLC (166 shares) by proxy. A total of 3418 shares of 3700 were present to constitute a quorum of 92%.

Minutes of the previous constituted meeting of August 28, 2003 were read and approved. Treasurer's report on the finances of the previous year were read and approved.

A report on the operation of the company was given. No significant change from the normal was reported.

There was an extended discussion on which option to use in repairing the reservoir and what length of time to request a loan from the Colorado Water Conservation Board. As a result of the discussion the following two motions were made and passed with unanimous votes.

1. Line the sides and bottom of the reservoir and use only the minimum area of rip rap as required by the State Engineer Office Division of Dam Safety.

2. Ask for a loan of \$400,000 with a 20 year payback.

A motion was made and seconded to make two assessments this year as follows. The first one in the amount of \$2.00 per share will be due by October 31, 2004 and a second special assessment of \$27.00 per share will be due by April 1, 2005. The motion passed.

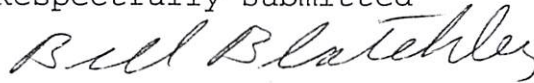
The selection of Blatchley Associates, Inc. as the operator of the company was approved at an annual rate of \$2,000.

A motion was made, seconded, and passed to purchase \$1,000,000 of liability insurance for \$850.

The following persons were elected to the Board of Directors for the following year. John McGill as president, George Oliver as vice president, William Blatchley as secretary/treasurer, Merlin Ahrens, and J R Ratliff.

The meeting was adjourned at 5:30 P.M.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Bill Blatchley".

William M. Blatchley
Secretary

PAID IN FULL

MINUTES
BOARD OF DIRECTORS MEETING
LOWER SACRAMENTO CREEK RESERVOIR COMPANY

January 6, 2005

A called meeting of the Lower Sacramento Creek Reservoir Company was held on this date at 2525 South Wadsworth Blvd., Lakewood, Colorado was called to order at 3:00 by John McGill, President.

In attendance were John McGill, George Oliver, William Blatchley, Merlin Ahrens, and J. R. Ratliff, which constituted the entire board. In addition, Kip White of KRW, Consulting, Inc. and six non-voting lot owners were in attendance.

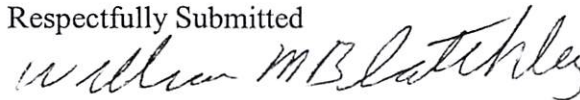
The purpose of the meeting was to receive an update on the rehabilitation status of the Lower Sacramento Creek Reservoir. In the process of refining the feasibility study data it was revealed that the reservoirs capacity was only 26 acre feet instead of the 37 acre feet as surveyed in 1980. To help the company determine the best plan of action, KRW prepared an estimated cost to create two scenarios of repair, 30 acre-feet and 40.5 acre-feet. See the attached memo. The cost of the two scenarios was \$12,414 per acre-foot and \$13,992 per acre-foot respectively.

Because the full capacity of all shareholders except Mountain Mutual Reservoir Company (MMRC) was essential the Board voted unanimously to instruct KRW to prepare plans for a capacity of 37 acre-feet less the number of shares that MMRC might choose to relinquish. This new estimate will be used as part of the loan application to the Colorado Water Conservation Board.

The Board voted unanimously to make the loan application to the CWCB based on the maximum construction cost of \$600,000 for a 20 year loan and 25% down payment by the company. The Reservoir and future assessments will be used as collateral for the payments. The intent is to have the application in before the deadline for the next meeting of the CWCB.

The meeting was adjourned at 5:00.

Respectfully Submitted



William M. Blatchley
Secretary

RESOLUTIONS OF THE SHAREHOLDERS OF LOWER SACRAMENTO CREEK RESERVOIR COMPANY

The Shareholders of Lower Sacramento Creek Reservoir Company (Company), at a Shareholders' meeting held Apr 26, 2005, at Lakewood, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of installing a liner and enlarging the Lower Sacramento Creek Reservoir in the amount of \$375,013 or such actual amount, more or less, as may be needed by the Company and available from the CWCB including the CWCB loan origination fee of 1% of the loan amount.

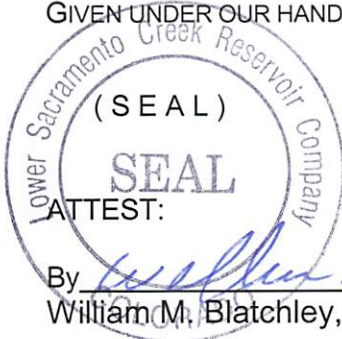
At said meeting, the Shareholders charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the Board of Directors and officers, RESOLVED as follows:

1. to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of \$375,013, or such actual amount, more or less, as needed to finance the project costs, including the CWCB loan origination fee of 1%, and
2. to levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. to pledge the Lower Sacramento Creek Reservoir, as collateral for the loan and execute all documents, including a security agreement and deed of trust, necessary to convey a security interest in said property to the CWCB,
6. to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement and a Promissory Note, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

THE UNDERSIGNED, RESPECTIVELY, THE PRESIDENT AND SECRETARY OF THE COMPANY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S SHAREHOLDERS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 26th DAY OF April, 2005.



By William M. Blatchley
William M. Blatchley, Secretary/Treasurer

By John R. McGill
John McGill, President

RESOLUTIONS OF THE BOARD OF DIRECTORS OF Lower Sacramento Creek Reservoir COMPANY

The Board of Directors of Lower Sacramento Creek Reservoir Company (Company), at a Board of Directors' meeting held Apr 26, 2005, at Lakewood, Colorado, adopted the following resolutions concerning a secured loan from the State of Colorado Water Conservation Board (CWCB), for the purpose of installing a liner and enlarging the Lower Sacramento Creek Reservoir in the amount of \$375,013 or such actual amount, more or less, as may be needed by the Company and available from the CWCB including the CWCB loan origination fee of 1% of the loan amount.

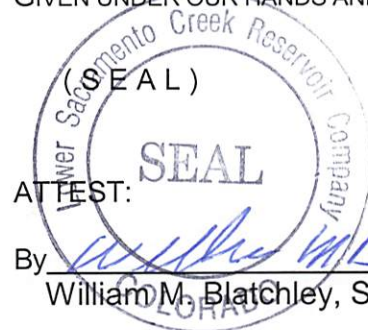
At said meeting, the Board charged that these resolutions are irrevocable during the term of the loan and, pursuant to the Company's bylaws, authorized the President and Corporate Secretary, RESOLVED as follows.

1. to enter into and comply with the terms of a contract with the Colorado Water Conservation Board for a loan in the amount of \$375,013, or such actual amount, more or less, as needed to finance the project costs, including the CWCB loan origination fee of 1%, and
2. to levy and collect assessments from the shareholders in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge assessment revenues and the Company's right to receive said revenues for repayment of the loan, and
3. to place said pledged revenues in a special account separate and apart from other COMPANY revenues, and
4. to make the annual payments required by the promissory note and to make annual deposits to a debt service reserve fund, and
5. to pledge the Lower Sacramento Creek Reservoir, as collateral for the loan and execute all documents, including a security agreement and deed of trust, necessary to convey a security interest in said property to the CWCB,
6. to execute all documents as required by the loan contract, including, but not limited to, a Security Agreement and a Promissory Note, and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the loan.

CERTIFICATION

THE UNDERSIGNED, THE PRESIDENT AND THE CORPORATE SECRETARY HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE COMPANY'S BOARD OF DIRECTORS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE COMPANY'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE COMPANY THE 26th DAY OF April 2005.



By John R. McGill
John McGill, President

SECURITY AGREEMENT

(PLEDGE OF REVENUES)

DATE: MAY 1, 2005

DEBTOR: LOWER SACRAMENTO CREEK RESERVOIR COMPANY

SECURED PARTY: COLORADO WATER CONSERVATION BOARD

PROMISSORY NOTE: \$375,013, DATED MAY 1, 2005

TERMS OF REPAYMENT: 3.75% PER ANNUM FOR 20 YEARS

LOAN CONTRACT: C150195, DATED MAY 1, 2005

COLLATERAL: All revenues derived from assessments on stock and all of Debtor's right to receive said assessment revenues to repay the loan as described in Pledge of Property provisions of the LOAN CONTRACT and Debtor's Resolutions adopted _____, 2005.

To secure payment of the loan evidenced by the PROMISSORY NOTE payable in accordance with the TERMS OF REPAYMENT, or until all principal, interest, and late charges, if any, are paid in full, the DEBTOR grants to SECURED PARTY a security interest in the above described COLLATERAL.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby and any other security interests described in Section 5 of the Loan Contract Project Summary, DEBTOR is the owner of the COLLATERAL free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the COLLATERAL against all claims and demands of all persons at any time claiming the same or any interest therein.
2. That the execution and delivery of this agreement by DEBTOR will not violate any law or agreement governing DEBTOR or to which DEBTOR is a party.
3. To not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the COLLATERAL and not to permit the same to be attached or replevined.
4. That by its acceptance of the loan money pursuant to the terms of the CONTRACT and by its representations herein, DEBTOR shall be estopped from asserting for any reason that it is not authorized to grant a security interest in the COLLATERAL pursuant to the terms of this agreement.
5. To pay all taxes and assessments of every nature which may be levied or assessed against the COLLATERAL.
6. That the DEBTOR's articles of incorporation and by-laws do not prohibit any term or condition of this agreement.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL, provided that DEBTOR keeps the COLLATERAL in an account separate from other revenues of DEBTOR and does not use the COLLATERAL for any purpose not permitted by the CONTRACT. Upon default, SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.

DEBTOR SHALL BE IN DEFAULT under this agreement upon any of the following events or conditions:

- a. default in the payment or performance of any obligation contained herein or in the Promissory Note or Loan Contract;
- b. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law of, by or against DEBTOR; or
- c. the making or furnishing of any warranty, representation or statement to SECURED PARTY by or on behalf of DEBTOR which proves to have been false in any material respect when made or furnished.

UPON SUCH DEFAULT and at any time thereafter, SECURED PARTY shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. SECURED PARTY may require DEBTOR to deliver or make the COLLATERAL available to SECURED PARTY at a place to be designated by SECURED PARTY, which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorney's fees and legal expenses.

The SECURED PARTY shall give the DEBTOR written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the DEBTOR shall be considered in default for purposes of this Security Agreement. No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security SECURED PARTY may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement; but SECURED PARTY shall retain its rights of set-off against DEBTOR. In the event court action is deemed necessary to enforce the terms and conditions set forth herein, said action shall only be brought in the District Court for the City and County of Denver, State of Colorado, and DEBTOR consents to venue and personal jurisdiction in said Court.

All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its successors or assigns.



ATTEST:

By William M. Blatchley
William M. Blatchley, Secretary/Treasurer

DEBTOR: Lower Sacramento Creek
Reservoir Company, a Colorado
nonprofit corporation

By John R. McGill
John McGill, President

Deed of Trust

DATE: May 1, 2005
GRANTOR: LOWER SACRAMENTO CREEK RESERVOIR COMPANY
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: PARK
PRINCIPAL LOAN AMOUNT: \$375,013
LOAN CONTRACT: Loan Contract No. C150195, dated May 1, 2005
TERMS OF REPAYMENT: 3.75% per annum for 20 years
COLLATERAL: An undivided one-hundred percent interest in the Lower Sacramento Creek Reservoir more particularly described in the attachment hereto, together with all improvements thereon, including but not limited to gates, ditches, canals, and all other structures and fixtures, and any easements, rights-of-way, or other property or property interests held and used in connection with the operation of said reservoir.

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

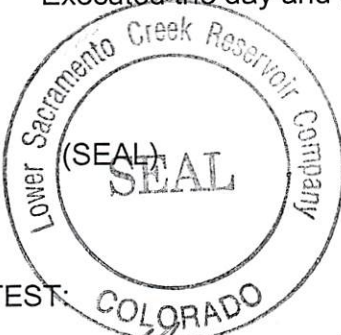
seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, 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 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.



Lower Sacramento Creek Reservoir Company, a
Colorado nonprofit corporation

By John R. McGill
John McGill, President

ATTEST: COLORADO

By William M. Blatchley
William M. Blatchley, Secretary/Treasurer



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County of Denver

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State of Colorado

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The foregoing instrument was acknowledged before me this 26th day of April 2005, by John McGill and William M. Blatchley, as President and Secretary/Treasurer, respectively, of Lower Sacramento Creek Reservoir Company. Witness my hand and official seal.

Kim A. Ketcham

Notary Public

My commission expires Nov 7, 2008

Return recorded deed of trust to: CWCB Finance Section, Attn: Contract Manager,
1580 Logan Street, Suite 750, Denver CO 80203 (Phone Number 303-866-3462).



PAID IN FULL

Attachment 1

Deed of Trust dated May 1, 2005

Grantor: Lower Sacramento Creek Reservoir Company

Beneficiary: Colorado Water Conservation Board

DESCRIPTION OF COLLATERAL

A tract of land located in part of Section 32, T.9S, R.77W, of the 6th P.M., County of Park, State of Colorado, more particularly described as follows:

Beginning at N1/4 corner of said Section 32, thence S00°05'57"E along the north-south center of section line of said Section 32 for a distance of 400.00' to the true point of beginning, thence S00°05'57"E continuing along the said north-south center of section line of said Section 32 for a distance of 245.02', to a point on the northerly right-of-way of Platte Drive, thence westerly along said northerly right-of-way for the following 5 courses to the left along the arc of a curve whose delta is 00°55'43" and whose radius is 211.12' for a distance of 3.42', and whose chord bears S83°03'19"W for a distance of 3.42', thence S82°36'45"W for a distance of 132.30' to a point on the south line of the N1/2 NW1/4 Section 32, thence N88°46'10"W along the said south line N1/2 NW1/4 Section 32 for a distance of 900.56', thence leaving the south line of the said N1/2 NW1/4 Section 32 and to the right along the arc of a non-tangent curve whose delta is 28°52'03" and whose radius is 178.55' for a distance of 89.96', and whose chord bears N52°48'49"W for a distance of 89.01', thence N38°22'47" for a distance of 117.67', thence N39°00'04"E leaving said right-of-way for a distance of 568.44', thence S67°13'09"E for a distance of 890.20' to a point on the north-south center of section line of said Section 32, the true point of beginning. Containing 10.87 acres, more or less. All bearings are referenced to a breakdown of said Section 32 by Broyles & Fenster.

Description of collateral taken from Exhibit A to Warranty Deed recorded December 2, 1991, Book 470, Page 39, Reception No. 399180, County of Park, State of Colorado.

PAID IN FULL