



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

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

June 5, 2024

Rainbow Park Water Company
PO Box 454
Florence, CO 81226

Loan Compliance Confirmation - C153707

Attached for your records are the original documents relative to the agreement between the Rainbow Park Water Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153707. 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 by email at mimi.winter@state.co.us. If we can be of any further assistance to you in the near future, please let us know.

Sincerely,

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files



AGENCY NAME: Water Conservation Board
AGENCY NUMBER: PDA
ROUTING NUMBER: 97 PDA 01044

CONTRACT AMENDMENT #1

THIS AMENDMENT, made this 27th day of March 1997, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (CWCB), hereinafter referred to as the STATE, and the **RAINBOW PARK WATER COMPANY**, hereinafter referred to as the CONTRACTOR.

FACTUAL RECITALS

- A. Authority exists in the law, and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, Contract Encumbrance Number C153707.
- B. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.
- C. The STATE and the CONTRACTOR entered into a contract dated November 17, 1995, Contract Encumbrance Number C153707, hereinafter referred to as ORIGINAL CONTRACT and incorporated herein by reference, wherein the STATE agreed to loan money in the total amount of \$130,000, and the CONTRACTOR agreed to repay the loan in accordance with the terms of the ORIGINAL CONTRACT.
- D. The CONTRACTOR'S PROJECT was substantially completed as of June 1, 1996. The ORIGINAL CONTRACT required the CONTRACTOR to apply funds received from the Consolidated Farm Services Agency ("CFSA") to the principal of this loan within 30 days of receipt of said funds. The CONTRACTOR has applied the CFSA funds directly to the costs of the PROJECT, resulting in the CONTRACTOR borrowing a total amount of \$64,918.62.

NOW THEREFORE, the parties hereby agree that

1. Consideration for this Amendment to the ORIGINAL CONTRACT consists of the payments which 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. It is agreed the ORIGINAL CONTRACT is and shall be modified in the following respects only:

Paragraph A.8.d is amended by the addition of the following:

The CONTRACTOR has applied its cost-share funds received from the CFSA directly to the costs of the PROJECT, resulting in a total loan amount of \$64,918.62. Payments shall be made in thirty (30) annual installments of Three Thousand Seven Hundred Fifty-four Dollars and Twenty-five Cents (\$3,754.25), which amount includes principal and interest. The first annual installment is due June 1, 1997, one year from the date that the PROJECT was substantially completed.

4. The effective date of this Amendment is the date first written above.
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.
6. 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.
7. This amendment shall not be deemed valid or effective until it shall have been approved by the controller of the State of Colorado or such assistant as he may designate.

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

CONTRACTOR: The Rainbow Park Water
Company

By *Fayne L. Long*
Fayne L. Long, President

Federal ID Number: 84-0299149

Attest (Seal)

By *Josephine Belmonte*
Corporate Secretary

State of Colorado
Roy Romer, Governor

By *Robert H. Evans* Acting CWCB Director
For the Executive Director
Department of Natural Resources
COLORADO WATER CONSERVATION BOARD
Daries C. Lile, P.E., Director

APPROVALS

ATTORNEY GENERAL

By *Gale A. Norton*
Attorney General

C. Richard Pennington
C. Richard Pennington
Assistant Attorney General
State Services Section

STATE CONTROLLER

By *Clifford W. Hall*
Clifford W. Hall

C:\Contracts\Word\Rainbow Amd1(2/24/97)

DEPARTMENT OR AGENCY NAME Water Conservation Board
DEPARTMENT OR AGENCY NUMBER PDA
ROUTING NUMBER <i>960186</i>

\$ 130,000

LOAN CONTRACT

THIS CONTRACT, made this 17 day of November 1995, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (CWCB), hereinafter referred to as the STATE, and **RAINBOW PARK WATER COMPANY, 1029 East 5th. St., Florence, Colorado 81226**, hereinafter referred to as the BORROWER and/or CONTRACTOR.

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 payment in Fund Number 424, Organization YYYY, Appropriation 511, Program WRTC, Object Code 5120, Contract Encumbrance Number C153707; and

2. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies; and

3. Pursuant to the provisions of Sections 37-60-119 and 37-60-120, 15 CRS (1990) the STATE is authorized to loan money for the construction of water projects for the benefit of the people of the STATE provided that the BORROWER assures repayment of that money; and

4. The BORROWER is a duly constituted Colorado mutual ditch non-profit corporation formed under Section 7-42-101 et. seq. CRS located in *Fremont* County, the State of Colorado; and

5. The BORROWER has applied to the STATE for a loan to be used for *replacing approximately 3.5 miles of the ditch with a buried pipeline*, hereinafter referred to as the PROJECT; and

6. At its November 9, 1993, meeting, the CWCB approved a loan to the BORROWER in an amount not to exceed *One Hundred Thirty Thousand Dollars (\$130,000)*, hereinafter referred to as MAXIMUM LOAN AMOUNT, at an interest rate of *four percent (4%)* per annum, and for a duration of *thirty (30)* years; and

7. The STATE conditioned the approval of this loan upon the BORROWER also obtaining a portion of the costs of this PROJECT from the Consolidated Farm Services Agency (CFSA) formerly the Agricultural Stabilization and Conservation Service (ASCS). The BORROWER has provided evidence of compliance with this condition; and

8. Pursuant to *Chapter 265, Colorado Session Laws, 1994 (Section 1 of Senate Bill 94-029)*, the Colorado General Assembly authorized CWCB to loan to the BORROWER an amount not to exceed *One Hundred Thirty Thousand Dollars (\$130,000)* for a term of *thirty (30)* years for the construction of the PROJECT; and

9. Pursuant to the BORROWER's articles of incorporation, bylaws, and statutory authority, the BORROWER has authority to contract to borrow money provided that a resolution approving said actions has been duly adopted by its stockholders or board of directors and to levy assessments assuring repayment of the loan to the STATE in accordance with the terms of this contract; and

10. The STATE now desires, by this contract, to loan money to the BORROWER for this PROJECT upon mutually agreeable terms and conditions.

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

A. The BORROWER agrees as follows:

1. **Construction Fund Program procedures.** The following items are procedures the BORROWER will follow during the construction phase of the PROJECT.

a. **Preparation of plans and specifications.** This PROJECT will be completed in accordance with the plans and specifications of the Natural Resources Conservation Service (NRCS), formerly the Soil Conservation Service (SCS).

b. **Bidding.** CWCB staff must approve bidding for the PROJECT. BORROWER may prepare the notice of award and the notice to proceed with construction to the contractor; however, both notices must be approved by the CWCB staff before they are issued. The BORROWER shall conduct a pre-construction conference and the CWCB staff will have the opportunity to review and approve the construction schedule.

c. **Performance of work.** The BORROWER shall contract for the construction of the work with responsible and capable firms, hereinafter referred to as CONSTRUCTION FIRMS, which CONSTRUCTION FIRMS shall be selected by the BORROWER and found acceptable by the STATE before work under this contract begins. The BORROWER may perform portions of the construction work, provided that STATE approval is obtained in advance of this work being performed. All work must be completed in accordance with NRCS plans and specifications.

d. **As-built drawings.** Upon completion of the PROJECT, the BORROWER will provide as-built drawings of the PROJECT to the CWCB staff for approval and filing.

2. **Time for PROJECT completion.** The BORROWER shall commence with construction of the PROJECT as soon as practicable to effect completion within three (3) years of the date of this contract. The PROJECT shall be constructed in accordance with the PROJECT plans and specifications, and with any modifications thereof approved by the STATE. The time for completion of the PROJECT may be extended subject to the mutual agreement of the STATE and the BORROWER. The BORROWER must provide, in writing, request of extension sixty (60) days prior to the end of the three (3) year period for completion. The BORROWER further recognizes that time is of the essence in the performance of all of its obligations under this contract.

3. **Indemnification of the STATE.** 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 a violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. **Liability insurance during construction.** The BORROWER shall require the CONSTRUCTION FIRM and its subcontractors to maintain during the term of their contracts for construction of the PROJECT the following:

- a. Workmen's compensation in the required statutory amounts, and employers' liability insurance in the amount of \$100,000.
- b. Automobile liability insurance for all vehicles and comprehensive general liability insurance, both in at least the following amounts:
 - (i) For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars (\$500,000).
 - (ii) For any injury to two or more persons in any single occurrence, the sum of One Million Dollars (\$1,000,000).
 - (iii) For any damage to property, the sum of Five Hundred Thousand Dollars (\$500,000) for each occurrence.

Said general liability insurance shall name the BORROWER and the STATE as additional insured. No payments shall be made to the BORROWER under this contract unless copies of current certificates of all such insurance have been obtained by the BORROWER and filed with the STATE. Such filing of current certificates shall be accomplished before the beginning of construction. Notices of renewals of said policies shall also be filed with the STATE as they occur.

5. Liability insurance after construction. The BORROWER shall, without expense or legal liability to the STATE, manage, operate, and maintain the PROJECT continuously in an efficient and economical manner. The BORROWER agrees to indemnify and hold the STATE harmless from any liability incurred by the STATE as a result of the STATE's interest in the PROJECT facilities and any other property identified in the collateral provisions of this contract. Until complete repayment of the loan is made to the STATE, the BORROWER shall maintain comprehensive general liability insurance covering the management, operation, and maintenance of the PROJECT in at least the following amounts:

- a. For any injury to one person in any single occurrence, the sum of One Hundred Fifty Thousand Dollars (\$150,000).
- b. For any injury to two or more persons in any single occurrence, the sum of One Million Dollars (\$1,000,000).
- c. For any damage to property, the sum of Five Hundred Thousand Dollars (\$500,000) for each occurrence.

Said general liability insurance shall name the STATE as additional insured. A copy of a certificate of said liability insurance must be filed with the STATE sixty (60) days prior to the completion of the PROJECT. Evidence of renewal of said liability insurance is to be submitted with the annual payment which is discussed below.

6. BORROWER's authority to contract. The BORROWER shall, pursuant to its articles of incorporation, by-laws, and statutory authority, have its stockholders or board of directors adopt an order or resolution, irrevocable during the life of this loan, authorizing the President and Secretary, on behalf of the BORROWER, to do the following:

- a. Contract for this loan with the STATE, and to pay the indebtedness on behalf of the BORROWER, and
- b. Levy annual assessments sufficient to repay the annual amounts due under this contract, and

c. Place money collected from assessments each year in a special fund separate and apart from other BORROWER revenues to assure repayment of this loan to the STATE, and

d. Sign a security interest in the revenues pledged herein in favor of the STATE to secure the repayment of this loan to the STATE.

Such resolution shall be attached hereto as **Appendix A** and included herein prior to the STATE's performance under this contract.

7. Warranties. The BORROWER warrants the following:

a. By acceptance of the loan money pursuant to the terms of this contract and by the BORROWER's representation herein, the BORROWER shall be estopped from asserting for any reason that it is not authorized or obligated to repay the loan money to the STATE as required by this contract.

b. 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.

c. It has not employed or retained any company or person, other than a bona fide employee working solidly for the BORROWER, to solicit or secure this contract and that it 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.

8. Promissory note provisions. The BORROWER understands that this contract is also a promissory note for the repayment of funds loaned according to the terms set forth herein.

a. **Principal amount.** The principal amount of the loan shall be the total amount of funds advanced by the STATE to the BORROWER under the terms of this contract, not to exceed the MAXIMUM LOAN AMOUNT of **\$130,000**.

b. **Interest rate.** The interest on the principal shall accrue at the rate of four percent (4%) per annum on all funds advanced to BORROWER.

c. **Duration.** The repayment period of this loan shall be thirty (30) years.

d. **Loan payment.** If the amount borrowed is the MAXIMUM LOAN AMOUNT, payments would be made in thirty (30) annual installments of *Seven Thousand Five Hundred Seventeen Dollars & Ninety-One Cents (\$7,517.91)*, which amount includes principal and interest. The first installment shall be due and payable on the first day of the month, one year after the month that the STATE declares that the PROJECT has been substantially completed, and yearly thereafter until the entire principal sum and any accrued interest shall have been paid. Installment payments are to be made payable to the CWCB at the address given below. The BORROWER shall apply to the principal amount of this loan the CFSA cost-sharing funds within 30 days of receipt of the funds. Then, the remaining principal shall be amortized over a term not greater than the remaining term of this loan.

a. **Interest during construction.** The BORROWER shall repay to the STATE interest which will be calculated monthly at an equivalent rate of four percent (4%) per annum on each loan advance disbursed to the BORROWER during construction. Said accumulated interest shall be paid to the STATE as a single lump sum on the first day of the month following the month that the STATE declares that the PROJECT has been substantially completed. The actual interest

which will accumulate during construction is unknown and cannot be calculated until the conclusion of construction.

f. **Prepayment conditions.** The BORROWER may prepay all or any of the loan at any time, without penalty. These payments will be applied first to any accrued interest and then to reduce the principal amount. In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest is less than it would have been had the periodic payments been made as stated above.

9. **Collateral.** The BORROWER is providing the following security for this loan: **536 shares of stock in the Union Ditch and Water Company, owned by the BORROWER, and evidenced by stock certificates numbered 1557, 1656, and 3785**, each of which BORROWER warrants is not encumbered in any way. The stocks entitle the holder thereof to a specified volume of water from the Union Ditch and Water Company. In order to protect both the STATE's and the BORROWER's interest in the collateral, the conditions listed below will be followed:

- a. CWCB's name shall replace that of the BORROWER on the certificates and in the books of Union Ditch and Water Company in the event the BORROWER defaults under this loan contract.
- b. The STATE's security interest in the certificates will be evidenced by a UCC Security Agreement and Financing Statement. Said UCC document shall be the same as described in Paragraph A.13.b, and shall include both the collateral and the pledge of revenues.
- c. The STATE shall give physical custody of the stock certificates to the State Treasurer's Office
- d. The BORROWER shall retain both the responsibility for paying assessments and the privilege of voting such shares;

10. **Remedies for default.** Upon default in the payments herein set forth to be made by the BORROWER, or default in the performance of any covenant or agreement contained herein, and such default persists for ninety (90) days, the STATE, at its option, may

- a. declare the entire principal amount and accrued interest then outstanding immediately due and payable;
- b. for the account of the BORROWER, incur and pay reasonable expenses for repair, maintenance, and operation of the PROJECT herein described and such expenses as may be necessary to cure the cause of default;
- c. take possession of the PROJECT, repair, maintain, and operate or lease it;
- d. act upon the collateral, the security interest, and the promissory note;
- e. take any other appropriate legal action.

All remedies described herein may be simultaneously or selectively and successively enforced. The provisions of this contract may be enforced by the STATE 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 STATE to ensure compliance with provisions of this contract and the laws and regulations under which this contract is entered into.

11. **No sale or conveyance of any collateral until the loan is repaid.** The BORROWER shall not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of any

collateral for this loan, including the PROJECT, or any portion thereof, including but not limited to the assessment revenues pledged to repay the loan herein, so long as any of the principal and any accrued interest required by the promissory note provisions of the contract remain unpaid without the prior written concurrence of the STATE.

12. **This contract controls if there is a conflict.** In the event of conflict between the terms of this contract and conditions as set forth in any of the appendices, the provisions of this contract shall control.

13. **Pledge of revenues.** The BORROWER agrees that the specific revenues to be pledged to repay the STATE shall include, but not be limited to, an assessment levied for that purpose as authorized by resolution of the BORROWER. Furthermore, BORROWER agrees that

a. **Revenues for this loan are to be kept separate.** The BORROWER hereby pledges such revenues to repay the STATE loan, agrees that these revenues will be set aside and kept in a separate bank account, warrants that these revenues will not be used for any other purpose, and agrees to provide the STATE a perfected security interest such that the STATE has priority over all other competing claims for such secured revenues.

b. **Establish security interest in the revenues.** The BORROWER agrees that in order to provide a security interest for the STATE irrevocably pledging such revenues, it will provide a Uniform Commercial Code Security Agreement and Financing Statement, such document completed and properly executed, incorporated herein as **Appendix B**. No monies shall be advanced prior to BORROWER providing this form.

c. **UCC agreement renewal.** The BORROWER will, within thirty (30) days prior to the end of the fourth year that this contract is in effect and every five (5) years thereafter, deliver to the STATE a fully and properly executed Continuation Statement (Form UCC-3) of the security interest (UCC Security Agreement and Financing Statement) required by this contract.

d. **Levy charges and fees for repayment of the loan.** The BORROWER shall, pursuant to its statutory authority, its articles of incorporation, and by-laws, and as authorized by its resolution, annually seek from its shareholders sufficient assessment, and to take all other necessary actions consistent therewith to levy assessments sufficient to pay this contract loan as well as sufficient funds for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves, in a timely manner and as required by the terms and conditions herein. Should the shareholders fail to set any such assessments, the BORROWER shall establish adequate assessments for the purpose of repaying its obligations under this contract pursuant to §7-42-104(2) 3A C.R.S. (1986). In addition, in the event the assessments levied by the BORROWER become insufficient to assure repayment to the STATE as required by the terms and conditions herein, then the BORROWER, upon written notice thereof from the STATE, shall immediately take all necessary action consistent with the statutes, its articles of incorporation, by-laws, and resolutions, including but not be limited to adjusting additional assessments to raise sufficient revenue to assure repayment of the loan to the STATE.

14. **Progress reports.** The BORROWER shall, with the assistance of the CONSULTANT, prepare a progress report which contains a statement of the actual PROJECT construction costs expended for that month and shall forward said statement to the STATE.

15. **Periodic inspections.** The BORROWER shall permit a designated representative of the STATE to make periodic inspections of PROJECT construction, operations, and accounts. Any such inspections by the STATE are solely for the purpose of verifying compliance with the terms and conditions of the contract and shall not be construed nor interpreted as an approval of the actual design and/or construction of any element of the PROJECT.

16. **Adhere to applicable laws.** The BORROWER shall strictly adhere to all applicable federal, state, and local laws and regulations that have been or may hereafter be established.

17. **No discrimination of services.** The services of said PROJECT will be made available within its capacity and in accordance with all pertinent statutes, rules and regulations, and operational guidelines to all persons in the BORROWER's service area without discrimination as to race, color, religion, or national origin at reasonable charges (including assessments or fees), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the BORROWER, as may be modified from time to time.

B. The STATE agrees as follows:

1. **Agreement to loan money.** The STATE agrees to loan to the BORROWER an amount not to exceed that specified in the promissory note provisions of this contract.

2. **Disbursements.** After receipt of the monthly progress report or monthly payment estimate report for the coming month from the BORROWER, and review and acceptance of the items therein as eligible expenses as described below, the STATE will pay to the BORROWER the amount of the report or such portion that has been approved by the STATE. Such payment shall be made within thirty (30) days from the approval of each monthly progress report.

3. **Release after loan is repaid.** Upon completion of repayment to the STATE of the entire principal and any accrued interest as specified in the promissory note provisions of this contract, the STATE agrees release its interest in the collateral and to convey to the BORROWER all of the STATE's right, title, and interest in and to the PROJECT and any other property described in **Appendix B**.

c. The STATE and the BORROWER mutually agree as follows:

1. **Designated agent of the STATE.** The CWCB, which includes its agents and employees, is hereby designated as the agent of the STATE for the purpose of this contract.

2. **Contract is not assignable.** This contract is not assignable by the BORROWER except with the prior written approval of the STATE.

3. **Contract relationship.** The parties to this contract intend that the relationship between them contemplated by 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 STATE. The BORROWER will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the performance of this contract.

4. **Complete integration of all understandings.** This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent notation, 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.

5. **Eligible expenses.** PROJECT construction costs eligible for financing by the STATE shall be limited to the cost of:

- 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 STATE, the BORROWER, the CONSULTANT and the CONSTRUCTION FIRM.
- g. Engineering services for construction management, including design and construction management for STATE-approved change orders.
- h. Legal services for reviewing engineering services contracts, reviewing this contract, reviewing construction contract documents, acquiring the land and water rights needed for the PROJECT, and for complying with all federal, state, and local regulatory requirements. Legal services must be approved by the STATE in writing before they are rendered to be eligible for payment by the STATE.

6. **STATE may release contract at its option.** In its sole discretion, the STATE may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the BORROWER's obligations under this contract with valuable consideration, upon such terms and conditions as the STATE may determine to be:

- a. advisable to further the purposes of this contract or to protect the STATE's financial interest therein, and
- b. consistent with both the statutory purposes of this contract and the limitations of the statutory authority under which it is made.

7. **Casualty and eminent domain.** If, at any time, during the term of this contract, (a) the BORROWER's PROJECT facilities and/or property pledged as collateral for this loan, 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. Any net proceeds remaining after such work has been completed shall be paid to the BORROWER. If the net 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.

8. **Captions.** That 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 contained herein.

9. **STATE's approval.** This contract requires review and approval of plans, specifications, and various other technical and legal documents. The STATE'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 the BORROWER by the STATE on any such documents, BORROWER and its CONSULTANT preparing any such documents shall be solely responsible for the accuracy and completeness of any of the construction documents.

10. **Addresses for mailing.** All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

For the STATE:

Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203
Attn: William P. Stanton

For the BORROWER:

Rainbow Park Water Company
1029 E. 5th. St.
Florence, CO 81226
Attn: Fayne Long, President

D. **Special provisions (1993 version)**

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

2. **Fund availability.** 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. **Bond requirement.** If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this STATE, the CONTRACTOR shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the STATE official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the CONTRACTOR or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such CONTRACTOR or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the CONTRACTOR arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

4. **Indemnification.** To the extent authorized by law, 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.

5. **Discrimination and affirmative action.** The CONTRACTOR agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all STATE contracts or sub-contracts.

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

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

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

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

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

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

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

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

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

6. **Colorado labor preference**

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

b. When construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (CRS 8-19-101 and 102).

7. **General.** 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, defence or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. 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.

9. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), and that no violation of such provisions is present.

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

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

Contractor: RAINBOW PARK WATER COMPANY

By

Printed name & title Fayne L. Long - President
of Rainbow Park Company
EJ 84-0299149
Social Security Number or Federal ID Number

If Corporation:

Attest (Seal)

By

David R. Wheeler - Vice President
Corporate Secretary or Equivalent, Town/City/County Clerk

ATTORNEY GENERAL

By Gale A. Norton
Attorney General

C. Richard Pennington
Assistant Attorney General
State Services Section

State of Colorado
Roy Romer, Governor

By

Robert Evans
For the Executive Director
DEPARTMENT OF NATURAL RESOURCES
COLORADO WATER CONSERVATION BOARD
Daries C. Lile, P.E., Director

APPROVALS

APPROVALS:
STATE CONTROLLER
CLERK W. HALL

By

Chris A. Arizola

C:\WP51\DOC\CONTRACT\RAINBOW.con

PAID IN FULL

[Handwritten signature]



State Services Section
Assistant Attorney General
C. Richard Pennington
Honorable
Cable A. Norton

[Faint, illegible text]

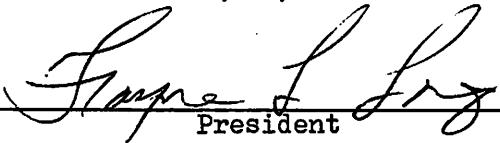
RESOLUTION OF THE BOARD OF DIRECTORS OF THE RAINBOW PARK WATER COMPANY

Concerning a loan in amount of \$130,000 from the State of Colorado Water Conservation Board (hereafter referred to as the STATE), for the purpose of placing the remaining portions of the ditch in pipeline for the Rainbow Water Company, the following resolutions were (unanimously) adopted by the Board of Directors of the Rainbow Water Company (hereafter referred to as the COMPANY), at a meeting of the Board of Directors held September 12, 1994, at Florence, Colorado.

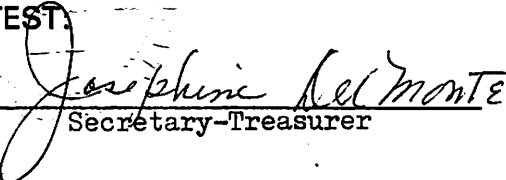
- a. RESOLVED, that the Board of Directors hereby authorizes the COMPANY to contract for this loan debt, and authorizes the President and Secretary to pay the indebtedness on behalf of the COMPANY, and
- b. RESOLVED, that the Board of Directors hereby authorizes the COMPANY to execute the deed of trust as security required by the STATE, as specified in the Security Interest provisions of the loan contract to be entered into, and
- c. RESOLVED, that the Board of Directors hereby authorizes the COMPANY to make and levy assessment(s) sufficient to pay off this contract loan pursuant to its terms and to discharge this lawful indebtedness, and
- d. RESOLVED, that the Board of Directors hereby authorizes the COMPANY to set aside this assessment revenue in a special fund separate and apart from other COMPANY revenues to assure repayment of this revenue to the STATE, and
- e. RESOLVED, that the Board of Directors hereby authorizes the COMPANY to sign a security interest in such assessment revenues in favor of the STATE to secure the repayment.

Dated this 1st day of September, ¹⁹⁹⁵~~1994~~

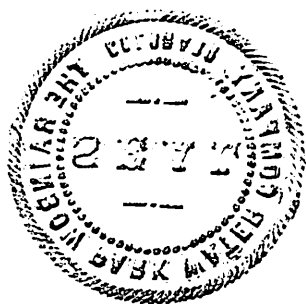
Rainbow Water Company

By 
Title: President

ATTEST:


Secretary-Treasurer

ATTACHMENTS\Company.res



STATE OF COLORADO

UNIFORM COMMERCIAL CODE - SECURITY AGREEMENT & FINANCING STATEMENT

COLORADO SECRETARY OF STATE

1560 Broadway, Suite 200 - Denver, CO 80202-5169

DEBTOR: RAINBOW PARK WATER COMPANY

1029 E. 5th Street

Florence, Colorado 81226

FILED COPY

SSN/FED TAX ID# FJ- 84 -0299149

962002978 C \$16.00

SECRETARY OF STATE

01-11-96 11:06

SECURED PARTY: STATE OF COLORADO for the use and benefit of
The Department of Natural Resources, Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, CO 80203

COLLATERAL

CLASSIFICATION: ☒ CONTRACT RIGHTS ☒ OTHER

DEBTOR, for consideration, hereby grants to SECURED PARTY a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor, hereinafter called the COLLATERAL: COLLATERAL-1 - DEBTOR'S revenues as described in the Pledge of Revenue Provisions, and COLLATERAL-2 - stock certificates described in the Collateral Provisions in Loan Contract #C153 107, dated NOVEMBER 17, 1995.

To secure payment of the indebtedness evidenced by certain Promissory Note Provisions in said Loan Contract between the above named parties herewith, payable to the SECURED PARTY, or order, as follows: annual payments in the amount of \$7,517.91 for 30 years or until all principal and interest are paid in full, or as otherwise agreed to in said Loan Payment clause of said Promissory Note Provisions.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby DEBTOR is, or to the extent that this agreement states that the COLLATERAL is to be acquired after the date hereof, will be, 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 anytime claiming the same or any interest therein.

2. The COLLATERAL is used or bought primarily for:

☐ Personal, family or household purposes;

☐ Use in farming operations;

☐ Use in business;

☒ Other.

3. That DEBTOR'S address is as stated above, and COLLATERAL-1 will be kept at the above address, and COLLATERAL-2 will be kept by the State Treasurer's Office.

4. Promptly to notify SECURED PARTY of any changes in the location of the COLLATERAL.

5. To pay all taxes and assessments of every nature which may be levied or assessed against the COLLATERAL.

6. 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.

7. That the COLLATERAL is in good condition, and that the DEBTOR will, at its own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the COLLATERAL on account of such replacement or repairs, and that the SECURED PARTY may examine and inspect the COLLATERAL at any time, wherever located.

8. That DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations or ordinances.

APPENDIX B

9. The DEBTOR will keep the COLLATERAL at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the SECURED PARTY may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies or underwriters as the SECURED PARTY may approve, losses in all cases to be payable to the SECURED PARTY and the DEBTOR as their interest may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the SECURED PARTY; and the DEBTOR shall furnish the SECURED PARTY with certificates of such insurance or other evidence satisfactory to the SECURED PARTY as to compliance with the provisions of this paragraph. The SECURED PARTY may act as attorney for the DEBTOR in making, adjusting and settling claims under or canceling such insurance and endorsing the DEBTOR'S name on any drafts drawn by insurers of the COLLATERAL.

UNTIL DEFAULT DEBTOR may have possession of the COLLATERAL and use it in any lawful manner, and upon default SECURED PARTY shall have the immediate right to the possession of the COLLATERAL.

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

- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) 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;
- (c) loss, theft, damage, destruction, sale or encumbrance to or of any of the COLLATERAL, or the making of any levy seizure or attachment thereof or thereon;
- (d) death, dissolution, termination or 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 any guarantor or surety for DEBTOR.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, SECURED PARTY may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. SECURED PARTY may require DEBTOR to assemble the collateral and deliver or make it 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.

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 said 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 said SECURED PARTY shall retain its rights of set-off against DEBTOR.

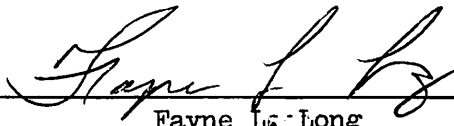
All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of DEBTOR shall bind its heirs, executors or administrators or its successors or assigns. If there be more than one DEBTOR, their liabilities hereunder shall be joint and several.

Dated this 1st day of September, 1995.

DEBTOR: RAINBOW PARK WATER COMPANY

SECURED PARTY: STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board

By: _____

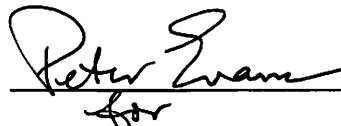


Fayne L. Long

President - Rainbow Park Water Co

Printed name & title

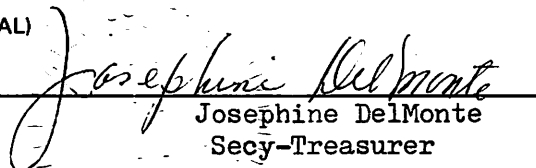
By: _____



Daries C. Lile, Director

ATTEST

(SEAL)



Josephine DelMonte
Secy-Treasurer

UCC Financing Statement

Colorado Secretary of State

Date and Time: 02/28/2019 02:25:01 PM

Master ID: 20192016959

Validation Number: 20192016959

Amount: \$8.00

Debtor: (Organization)

Name: RAINBOW PARK WATER COMPANY

Address1: PO BOX 454

Address2:

City: FLORENCE

State: CO

ZIP/Postal Code: 81226

Province:

Country: United States

Secured Party: (Organization)

Name: STATE OF COLORADO - COLORADO WATER CONSERVATION BOARD

Address1: 1313 SHERMAN ST ROOM 718

Address2:

City: DENVER

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States

Collateral

Description:

SECURED PARTY'S REVENUES PLEDGED TO REPAY LOAN OF \$64,918.62 IN ACCORDANCE WITH LOAN CONTRACT NO. C153707 AND PROMISSORY NOTE, DATED NOVEMBER 17, 1995.

Optional Information

Optional filer reference data/miscellaneous information:

RENEWAL OF LAPSED FILING #20132067367

lapsed -
No amendment needed
closed out

UCC Financing Statement

Colorado Secretary of State

Date and Time: 08/01/2013 07:50:15 AM

Master ID: 20132067367

Validation Number: 20132067367

Amount: \$8.00

Debtor: (Organization)

Name: RAINBOW PARK WATER COMPANY

Organizational ID: 19871056192

Address1: PO Box 454

Address2:

City: Florence

State: CO

ZIP/Postal Code: 81226

Province:

Country:

Type of organization: Nonprofit Corporation

Jurisdiction of organization: CO

Secured Party: (Organization)

Name: State of Colorado - Colorado Water Conservation Board

Address1: 1580 Logan St

Address2: Ste 600

City: Denver

State: CO

ZIP/Postal Code: 80203

Province:

Country: United States

Collateral

Description:

SECURED PARTY'S REVENUES PLEDGED TO REPAY LOAN OF \$64,918.62 IN ACCORDANCE WITH LOAN CONTRACT NO. C153707 AND PROMISSORY NOTE, DATED NOVEMBER 17, 1995.



Search Business
Entities

E-File Periodic Reports

Registered Agent
Search

Obtain Certificate of
Good Standing

Search Our Site

Documents
Forms

Business
Center

Information
Forms

Unigo/Bailly
Forms & Links

Colorado Secretary of State

Entity Detail



View [History and Documents](#).

Name: **RAINBOW PARK WATER
COMPANY**

Entity ID: **19871056192**

Entity Type: **WATER COMPANY**

Filing Date: **04/19/1912**

Status: **GOOD**

State of
Incorporation: **CO**

Term: **PERPETUAL**

Inactive Date: **N/A**

Last Report: **Report not filed**

Last Report
Filing ID: **none**

Name
Reservation **N/A**
Expires:

WC

Registered Agent

Name:
NONE LISTED

Physical Address:

Description

PO Box:

None

Principal Address:

COLORADO UCC FINANCING STATEMENT

Filing Fee: \$15

Follow Instructions (front and back) Carefully

A. NAME & PHONE OF CONTACT (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
[COLORADO WATER CONSERVATION BOARD ATTN: WATER SUPPLY PLANNING & FINANCE 1580 LOGAN STREET, SUITE 750 DENVER, COLOARDO 80203]	

20072035831 C
\$ 18.00
SECRETARY OF STATE
04-09-2007 14:43:56

ABOVE SPACE FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR				
1a. ORGANIZATION'S NAME RAINBOW PARK WATER COMPANY				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS PO BOX 454		CITY FLORENCE	STATE CO	POSTAL CODE 81226-0454 COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION WC	1f. JURISDICTION OF ORGANIZATION CO	1g. ORGANIZATIONAL ID#, if any CO19871056192 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR				
2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR				
3a. ORGANIZATION'S NAME COLORADO WATER CONSERVATION BOARD				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1580 LOGAN STREET, SUITE 750		CITY DENVER	STATE CO	POSTAL CODE 80203 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SECURED PARTY'S REVENUES PLEDGED TO REPAY LOAN OF \$64,918.62. IN ACCORDANCE WITH LOAN CONTRACT NO. C153707 AND PROMISSORY NOTE DATED NOVEMBER 17, 1995.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Optional)

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

LOAN CONTRACT NO. C153707

COLORADO UCC-2 CONTINUATION

Approved by Central Indexing System Board

Total Fee \$6 (\$5 Filing + \$1 Surcharge)

Use only this form for continuations between 7/1/96 & 12/31/97

ORIGINAL UCC FILING NUMBER

Original Filing Number: 962002978 C

Date & Time of Filing: 1/11/96 11.06

Filing Officer of Original Document:

County Page Number:

DEBTOR NAME ON ORIGINAL DOCUMENT

(Put additional debtor(s) on
attachment)

Check one: ☒ Business ☐ Personal

SSN/FED Tax ID:

84-0299149

NAME:

RAINBOW PARK WATER COMPANY

STREET:

1029 EAST 5TH STREET

CITY, STATE, ZIP:

FLORENCE, COLORADO 81226

SECURED PARTY OF RECORD

(Put additional secured
parties on attachment)

NAME:

STATE OF COLORADO

STREET:

COLORADO WATER CONSERVATION BOARD

CITY, STATE, ZIP:

1313 SHERMAN STREET, ROOM 721

DENVER, COLORADO 80203

RETURN COPY TO:

NAME:

STATE OF COLORADO

ATTN:

COLORADO WATER CONSERVATION BOARD

STREET

1313 SHERMAN STREET, ROOM 721

CITY, STATE, ZIP:

DENVER, COLORADO 80203

FILED COPY

19972116505 M

\$ 6.00

SECRETARY OF STATE

12-18-97 15:25:52

For Filing Officer Use Only

County Where 1st Debtor Resides

(Use 2 Digit Code from Instruction Page)

14 FREMONT

EFS Filing? ☐ Yes ☐ N

(If non EFS filing, fill in collateral codes

(If EFS filing, enter County Code and eff

(If EFS filing and all years covered, leav

Collateral Code	County Code	From Date
030		
560		

COMPLETE DESCRIPTION OF COLLATERAL

Fold Here

CONTRACT ENCUMBRANCE NUMBER

C-153707

Dated

11/17/95

AMENDMENT #1

3/27/97

2/1/98