



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

July 10, 2024

North Poudre Irrigation Company
PO Box 100
Wellington, CO 80549

Loan Compliance Confirmation - C153637

Attached for your records are the original documents relative to the agreement between the North Poudre Irrigation Company, and the Colorado Water Conservation Board (CWCB), Loan Contract No. C153637. 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



Deed of Trust

This indenture, made this 8th day of May 2002, between The North Poudre Irrigation Company, a Colorado nonprofit corporation, whose address is P. O. Box 100, Wellington, CO 80549, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Larimer, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed Contract No. C153637, dated February 9, 1993, amended March 20, 1997, ("Contract") for a loan in the principal sum of \$1,761,096.10 with loan contract performance obligations to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the date of first disbursement of funds under the Contract at the interest rate of 2% per annum, payable in 40 annual installments, in accordance with the Repayment Provisions of said Contract, or until loan is paid in full.

And whereas, the GRANTOR is desirous of securing payment of these loan contract obligations under said Contract to the State of Colorado.

Now, therefore, 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, to wit:

The North Poudre Reservoirs #5 and #6, all appurtenant structures thereto and all lands upon which these reservoirs lie, described as North Poudre Reservoir No. 5, also known as Bee Lake, located in parts of Sections 5 and 6, Township 8 North, Range 68 West of the 6th P. M., and part of Section 31, Township 9 North, Range 68 West of the 6th P. M., Larimer County, Colorado, And North Poudre Reservoir No. 6, located in parts of Sections 5, 6, 7, and 8, Township 8 North, Range 68 West of the 6th P. M., and a portion in Section 1, Township 8 North, Range 69 West of the 6th P. M., Larimer County, Colorado, (collectively or hereinafter referred to as the "Property").

To have and to hold the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said

①

[illegible][illegible]

10. The Commission has been informed that the Government of the Republic of Armenia has agreed to accept the findings of the Commission's investigation and to take the necessary measures to ensure that the rights of the victims are protected and that the perpetrators are held accountable. The Commission has also been informed that the Government of the Republic of Armenia has agreed to provide financial support for the victims and their families.

The first of these is the fact that the majority of the population of the United States is now living in urban areas. This is a result of the process of urbanization, which has been going on since the beginning of the 20th century. The second is the fact that the majority of the population is now living in the South and West. This is a result of the process of migration, which has been going on since the beginning of the 20th century. The third is the fact that the majority of the population is now living in the middle class. This is a result of the process of social mobility, which has been going on since the beginning of the 20th century.

1. The first step in the process of the development of the new curriculum is the identification of the needs of the community. This is done through a series of interviews and focus group discussions with the community members. The second step is the identification of the resources available in the community. This is done through a series of interviews and focus group discussions with the community members. The third step is the identification of the gaps in the existing curriculum. This is done through a series of interviews and focus group discussions with the community members. The fourth step is the development of the new curriculum. This is done through a series of interviews and focus group discussions with the community members. The fifth step is the implementation of the new curriculum. This is done through a series of interviews and focus group discussions with the community members.

[illegible]

2

County of Larimer, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents, it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained Property 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, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon

3

senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

And that in case of any default, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request, and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said Property 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 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, by the corporate secretary and president and on 21 May 2002 and 24 May 2002 acknowledged before the notary public.

(SEAL)

By: Gary L Simpson
Gary Simpson, President

ATTEST:

County of Larimer)
) SS
State of Colorado)

The foregoing instrument was acknowledged before me this 24th day of May 2002, by Gary Simpson and Sharon Seaworth, as President and Corporate Secretary, respectively, of The North Poudre Irrigation Company. Witness my hand and official seal.

on 21 May 2002

Notary Public

My commission expires

My Commission Expires 01/19/2004

Return to:

Colorado Water Conservation Board
Attn: Water Supply Planning and Finance Section
1313 Sherman Street, Room 721
Denver, CO 80203

AGENCY NAME: Water Conservation Board

AGENCY NUMBER: PDA

ROUTING NUMBER: 97 PDA 01042

CONTRACT AMENDMENT # 1

THIS AMENDMENT, made this 20 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 **North Poudre Irrigation 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 424, Appropriation Code 802, Contract Encumbrance No. C153637.
- 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 February 9, 1993, Contract Encumbrance No. C153637, hereinafter referred to as ORIGINAL CONTRACT, incorporated herein by reference, wherein the STATE agreed to loan money in the total amount of \$1,800,000, and the CONTRACTOR agreed to repay the loan in accordance with the terms of the ORIGINAL CONTRACT.
- D. The CONTRACTOR borrowed only the amount of \$1,761,096.10, and not the authorized amount of \$1,800,000, and therefore the STATE and CONTRACTOR agree to amend the ORIGINAL CONTRACT to reflect the actual amount borrowed.

NOW THEREFORE, it is hereby agreed 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, 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 changed in the following respects only:

a. **Paragraph A.13, page 5** is changed to read as follows:

13.a. Promissory note provisions. *The CONTRACTOR understands that this contract is also a promissory note for the repayment of funds loaned according to the terms set forth herein. The Contractor agrees to repay to the State the principal amount of \$1,761,096.10 with interest at the rate of 2% per annum, said repayment to be made in 40 annual installments of \$64,378.18, which includes principal and interest. Each payment shall be due and payable on May 1st of every year beginning May 1, 1996, and continuing until the entire principal sum and all accrued interest has been paid and shall be made payable to the Colorado Water Conservation Board at the offices of said Board in Denver, Colorado.*

13.b. Prepayment provisions. *The CONTRACTOR 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.*

13.c. **Collection costs.** If the principal or accrued interest under this contract is not paid when due, the CONTRACTOR agrees to 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.

b. **Paragraph I, page 9** is changed to read as follows:

I. Upon complete 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 to execute a release of deed of trust to convey to the CONTRACTOR all of the STATE'S right, title, and interest in and to the property described in Paragraph A.14, and to execute a UCC-3 form to terminate all of the STATE'S rights in and to the revenues pledged to repay this loan.

c. **Paragraph M, page 10** is amended by the addition of the following:

M. To reflect the adjusted loan amount, the Contractor shall execute an Amended Security Agreement, attached as Attachment 1 and incorporated herein. Furthermore, the Contractor acknowledges that the State shall perfect its security interest by filing a UCC Form with the Colorado Secretary of State.

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: North Poudre Irrigation Company

By Manuel Pineda
Manuel Pineda, President

Federal ID Number: 84-0281680

Attest (Seal)

By Sharon Seaworth
Sharon Seaworth, Corporate Secretary

State of Colorado
Roy Romer, Governor

By Peter Evans, Acting 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:\Contracts\NorthPoudre Amend Word\2/26/97
C. Richard Pennington
Assistant Attorney General

North Poudre Irrigation Company State Services Section Page 2 of 2

STATE CONTROLLER

By APPROVALS:
STATE CONTROLLER
CLIFFORD W. HALL
BY Chris A. Sipele

Contract Amendment #1

Deed of Trust

This indenture, made this 8th day of may 2002, between The North Poudre Irrigation Company, a Colorado nonprofit corporation, whose address is P. O. Box 100, Wellington, CO 80549, hereinafter referred to as GRANTOR, and the Public Trustee of the County of Larimer, State of Colorado, hereinafter referred to as PUBLIC TRUSTEE,

Witnesseth, that whereas, GRANTOR has executed Contract No. C153637, dated February 9, 1993, amended March 20, 1997, ("Contract") for a loan in the principal sum of \$1,761,096.10 with loan contract performance obligations to be repaid to the STATE OF COLORADO for the use and benefit of the Department of Natural Resources, Water Conservation Board, whose address is 1313 Sherman Street, Room 721, Denver, Colorado 80203, with interest thereon from the date of first disbursement of funds under the Contract at the interest rate of 2% per annum, payable in 40 annual installments, in accordance with the Repayment Provisions of said Contract, or until loan is paid in full.

And whereas, the GRANTOR is desirous of securing payment of these loan contract obligations under said Contract to the State of Colorado.

Now, therefore, 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, to wit:

The North Poudre Reservoirs #5 and #6, all appurtenant structures thereto and all lands upon which these reservoirs lie, described as North Poudre Reservoir No. 5, also known as Bee Lake, located in parts of Sections 5 and 6, Township 8 North, Range 68 West of the 6th P. M., and part of Section 31, Township 9 North, Range 68 West of the 6th P. M., Larimer County, Colorado, And North Poudre Reservoir No. 6, located in parts of Sections 5, 6, 7, and 8, Township 8 North, Range 68 West of the 6th P. M., and a portion in Section 1, Township 8 North, Range 69 West of the 6th P. M., Larimer County, Colorado, (collectively or hereinafter referred to as the "Property").

To have and to hold the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust nevertheless, that in case of default in the payment of said note, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements contained in the Contract, the beneficiary hereunder may declare a violation of any of the covenants contained in the Contract and elect to advertise said Property for sale, and demand such sale by filing a notice of such election and demand for sale with the PUBLIC TRUSTEE. Upon receipt of such notice of election and demand for sale, the PUBLIC TRUSTEE shall cause a copy of the same to be recorded in the recorder's office of the county in which said Property is situated, it shall and may be lawful for the PUBLIC TRUSTEE to sell and dispose of the same (en masse or in separate parcels, as the said PUBLIC TRUSTEE may think best), and all the right, title and interest of the GRANTOR, its successors or assigns therein, at public auction at such time and at such location as shall be designated in the PUBLIC TRUSTEE's Notice of Sale, for the highest and best price the same will bring in cash, four weeks public notice having been previously given of the time and place of such sale, advertisement once each week for five consecutive weeks, in some newspaper of general circulation at that time published in said

2

County of Larimer, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the GRANTOR at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said Property at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser of the Property at such sale, a certificate in writing describing the Property purchased, and the sum paid therefor, and the time when the purchaser (or other person entitled thereto) shall be entitled to the deed therefor, unless the same shall be redeemed as is provided by law; and said PUBLIC TRUSTEE shall, upon demand by the person holding the said certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the Property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person a deed to the Property purchased, which said deed shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said PUBLIC TRUSTEE and shall convey and quitclaim to such person entitled to such deed, the Property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the GRANTOR, its successors and assigns made therein, and shall recite the sum for which the said Property was sold and shall refer to the power of sale therein contained, and to the sale made by virtue thereof; and in case of an assignment of such certificate of purchase, or in case of the redemption of the Property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed; but the notice of sale need not be set out in such deed and the PUBLIC TRUSTEE shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at ten per cent per annum, rendering the surplus, if any, unto the GRANTOR, its legal representatives or assigns; which sale and said deed so made shall be a perpetual bar, both in law and equity, against the GRANTOR, its successors and assigns, and all other persons claiming the Property, or any part thereof, by, from, through or under the GRANTOR, or any of them. The holder of said note may purchase Property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

And the GRANTOR, for itself and its successors or assigns covenants and agrees to and with the PUBLIC TRUSTEE, that at the time of the unsealing of and delivery of these presents, it is well seized of the Property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said Property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado, or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same is free and clear of all liens and encumbrances whatever, and the above bargained Property 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, the GRANTOR shall and will Warrant and Forever Defend.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the Property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep the Property insured in accordance with the requirements of the Contract. Should the GRANTOR fail to insure the Property in accordance with the Contract or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon

3

senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of ten percent (10%) per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the Property if not paid by the GRANTOR. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any further payments required by this paragraph. In the event of the sale or transfer of the Property, the beneficiary, at its option, may declare the entire balance of the note immediately due and payable.

And that in case of any default, whereby the right of foreclosure occurs hereunder, the PUBLIC TRUSTEE, the State as holder of the note, or the holder of a certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the Property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession shall at once be delivered to the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase on request, and on refusal, the delivery of the Property may be enforced by the PUBLIC TRUSTEE, the State as holder of the note, or the holder of said certificate of purchase by an appropriate civil suit or proceeding, and the PUBLIC TRUSTEE, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said Property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the GRANTOR or of the then owner of said Property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived - and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

And, that in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements contained herein and in the Contract, by the GRANTOR, its successors or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said Property 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 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.

DEPARTMENT	AGENCY NAME
Water Conservation Board	
DEPARTMENT OR AGENCY NUMBER	
PDA	
ROUTING NUMBER	

\$1,800,000

CONTRACT

THIS CONTRACT, made this 9th day of February 199³7, by and between the State of Colorado for the use and benefit of the Department of Natural Resources
(Colorado Water Conservation Board)
hereinafter referred to as the State, and The North Poudre Irrigation Company,
P.O. Box 100, Wellington, CO 80549,
hereinafter referred to as the contractor/Contractor or Borrower.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 424, Organization YYYY, Appropriation 802, Program WTRC, Object Code 5120, Contract Encumbrance Number; C153637; and

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

WHEREAS, pursuant to the provisions of Sections 37-60-119 and 37-60-120, Colorado Revised Statutes, 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 Contractor assures repayment of that money; and

WHEREAS, the Contractor is a duly constituted mutual ditch company in the State of Colorado and it wishes to improve, or cause to be improved, its reservoirs numbers 5 and 6 dams, hereinafter sometimes called the project, for the benefit of the stockholders of the North Poudre Irrigation Company in Larimer County, Colorado, at an estimated cost of One Million Eight Hundred Thousand Dollars (\$1,800,000); and

WHEREAS, the State now desires by this project contract to loan money for the construction of said project upon mutually agreeable terms and conditions, subject to the availability of funding for that purpose; and

WHEREAS, pursuant to the Contractor's By-Laws, the Contractor has authority to contract to borrow money provided that a Resolution be duly passed by the its Board of Directors and to levy assessments assuring repayment of the State according to the terms of the contract; and

WHEREAS, pursuant to Section 1 of Chapter 32, Session Laws of Colorado 1987, as amended by Senate Bill 92-87, 1992 Session, the State has been authorized to loan One Million Eight Hundred Thousand Dollars (\$1,800,000) for construction of the project.

WHEREAS, the Contractor or Borrower understands that this Contract is also a promissory note for the repayment of funds loaned to the Borrower according to the terms set forth herein.

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

A. The Contractor agrees that it shall:

1. Employ an engineering firm (hereinafter referred to as the Consultant) to prepare project plans and specifications for the project. Both the Consultant and the project plans and specifications must be approved in writing by the State before construction on the project can commence. For purposes of this paragraph, "construction" includes any real estate and water rights acquisitions.

2. Contract for the construction of said project to a responsible and capable firm or firms (hereinafter referred to as Construction Firm or Firms), which Construction Firms shall be selected by the Contractor through competitive public bidding. The State must approve in writing all contracts before they can become effective.

3. Cause construction of the project to be completed within two (2) years of the date of this contract, in accordance with the project plans and specifications and any necessary modification(s) thereof approved by the State. This time may be extended by the State in writing if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor. The Contractor must produce documented justification of any such acts or circumstances.

4. Require all Construction Firms and their subcontractors to indemnify the State and the Contractor against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by 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.

5. Require all Construction Firms and their subcontractors to maintain during the term of their contracts for project construction the following:

a. Workmen's compensation and employers' liability insurance in the required statutory amounts.

b. Automobile liability insurance for all vehicles, and comprehensive general liability insurance, both in at least the following amounts:

(1) For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars (\$500,000).

(2) For any injury to two or more persons in any single occurrence, the sum of One Million Dollars (\$1,000,000).

(3) For any damage to property, the sum of Four Hundred Thousand Dollars (\$400,000) for each occurrence.

Said general liability insurance shall name the Contractor and the State as a co-insured. No payments shall be made to the Contractor under this contract unless copies of current certificates of all such insurance have been obtained by the Contractor 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.

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

7. Without expense to the State, manage, operate, and maintain the project continuously in an efficient and economical manner, and assume all legal liability for such management, operation, and maintenance. The Contractor 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 paragraph A.14. below. The Contractor shall maintain comprehensive general liability insurance covering the management, operation, and maintenance of the project from the time it accepts the

SECURITY AGREEMENT

DEBTOR: North Poudre Irrigation Company
P. O. Box 100
Wellington, CO 80549

FEDERAL TAX NUMBER: 84-0281680
COUNTY: Larimer (CODE: 06)

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

COLLATERAL
CLASSIFICATION: Contract Rights (030)

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: *ALL REVENUES DERIVED FROM ASSESSMENTS ON STOCK TO REPAY THE INDEBTEDNESS ON THE AMOUNT LOANED TO DEBTOR BY SECURED PARTY, AS DESCRIBED IN PLEDGE OF REVENUES PROVISIONS IN CONTRACT #C153637, as amended, (CONTRACT).*

To secure payment of the indebtedness evidenced by certain Promissory Note Provisions of CONTRACT between the above named parties herewith, payable to the SECURED as follows: *\$1,761,096.10 with interest at the rate of 2% per annum payable in 40 annual installments of \$64,378.18, or until all principal and interest are paid in full.*

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. 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. That, if DEBTOR is a corporation, its certificate and articles of incorporation and by-laws do not prohibit any term or condition of this agreement.
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. 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 DEBTOR will not use the COLLATERAL in violation of any applicable statutes, regulations, ordinances, articles of incorporation or by-laws.

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 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 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. 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.

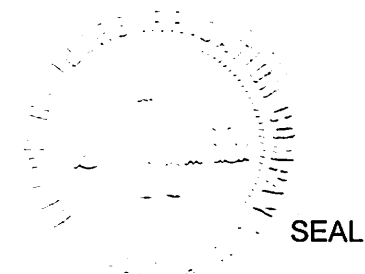
No default shall be waived by SECURED PARTY except in writing, and no waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said SECURED PARTY 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 4th day of March 1997.

DEBTOR:

By: Manuel Pinda
Manuel Pinda, President



ATTEST:

By: Sharon Seaworth
Sharon Seaworth, Corporate Secretary

constructed project as substantially completed until it completes repayment to the State, in at least the following amounts:

- a. For any injury to one person in any single occurrence, the sum of Five Hundred Thousand Dollars (\$500,000).
- 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 Four Hundred Thousand Dollars (\$400,000) for each occurrence.

Said general liability insurance shall name the State as a co-insured. A copy of a certificate of said liability insurance must be filed with the State prior to the start of the operation of the project system. Such certificate shall be incorporated herein as part of this contract.

8. Make the services of said project available within its capacity to all qualified persons in the Contractor's service area without discrimination as to race, color, religion, or natural origin at reasonable charges (including assessments, taxes, or fees), whether for one or more classes of service, in accordance with a schedule of such charges formally adopted by the Contractor through its elected officials, as may be modified from time to time. The initial rate schedule must be approved in writing by the State before any such charges are initially assessed. Thereafter, the Contractor may, subject to the approval of the State, make such modifications to the rate schedule as the Contractor deems necessary to efficiently and economically provide for the financial requirements of the system, including repayment of the State, as long as the rate schedule remains reasonable and non-discriminatory.

9. Pursuant to its By-Laws, adjust its operating costs and service charges and levy assessments from time to time as necessary, upon written notice from the State, to provide sufficient funds for adequate operation and maintenance, emergency repair services, obsolescence reserves, and debt reserves, and to assure repayment of the project loan to the State as provided herein.

10. Pursuant to its Articles of Incorporation and to its By-Laws, have its Board of Directors take all necessary actions consistent therewith to adopt an order or a resolution authorizing the Contractor to contract this loan debt, and

PL MP authorizing the President and the Secretary to pay the indebtedness. Such orders shall be attached hereto as Exhibit A and included herein. The Contractor, through a majority vote of its stockholders, shall also authorize the deed of trust security interest required by the State in paragraph A.14. below. Such authorization shall be attached hereto and incorporated herein as Exhibit B. The above conditions must be performed by the Contractor prior to the State performance under this contract.

11. Pursuant to its Articles of Incorporation and to its By-Law, including, but not limited to, Article 4, the Contractor, through its stockholders or Board of Directors, shall take all necessary actions consistent therewith to levy assessments to raise sufficient funds to pay this contract loan debt in a timely manner and as required by the terms and conditions herein to assure repayment of the project loan to the State. In the event that the assessment(s) levied by the Contractor, or the revenues resulting therefrom, are or become insufficient to assure repayment to the State as required by the terms and conditions herein, then the Contractor, upon written notice thereof from the State, shall immediately take all necessary action consistent with its By-Laws, including but not limited to additional assessments, to raise sufficient revenue to assure repayment of the project loan to the State.

12. Provide the State with such periodic reports as the State may require and permit periodic inspections of its operations and accounts by a designated representative of the State.

PAID IN FULL
13. Repay to the State the total sum of Two Million Six Hundred Thirty-Two Thousand Thirteen Dollars (\$2,632,013), which includes the project loan amount with interest at the rate of Two percent (2%) per annum, said repayment to be made in constant annual installments of Sixty-Five Thousand Eight Hundred Dollars and Thirty-Five Cents (\$65,800.35) each, for Forty (40) years, as shown in Exhibit C, attached hereto and incorporated by reference herein, which first installment shall be due and payable on the first day of the month next succeeding the month in which the State determines that the project has been substantially completed, and yearly thereafter until the entire principal sum shall have been paid. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado.

MP 14. As security for the loan to be made to it by the State, execute a deed of trust within thirty (30) days of the substantial completion of the project that shall convey to the State an undivided one hundred percent (100%) of the following:

The North Poudre Reservoir numbers 5 and 6, all appurtenant structures thereto and all lands upon which these reservoirs lie.

ml 15. To the extent reasonably available, Obtain and maintain general fire and hazard insurance on the project in an amount not less than the outstanding amount of the loan made by the State to the Contractor until the Contractor has repaid the loan in full under the terms of paragraph A.13. above. The State shall be the sole insured of this policy. The Contractor shall submit certificates of insurance evidencing such insurance policies to the State at the signing of this contract. Notices of renewals of said policies shall also be filed with the State as they occur. The outstanding loan amount payable to the State shall be reduced in the amount of any payments made to the State under this insurance coverage. If only a portion of the outstanding loan amount is paid to the State under this policy, the number of installment payments shall remain unchanged; however, the amount of each payment shall be reduced.

16. Comply with the Construction Fund Program Procedures attached hereto as Exhibit D and incorporated by reference herein.

17. Comply with the provisions of section 37-60-120, Colorado Revised Statutes, and any other applicable statutes, procedures, requirements, rules, or regulations which the State has.

PAID IN FULL
18. Not sell, convey, assign, grant, transfer, mortgage, pledge, encumber, or otherwise dispose of the project or any portion thereof, so long as any of the annual installments required by paragraph A.13. above remain unpaid, without the prior written concurrence of the State.

B. Upon default in the payments herein set forth to be made by the Contractor, or default in the performance of any covenant or agreement contained herein, the State, at its option, may: (a) declare the entire principal amount then outstanding immediately due and payable; (b) for the account of the Contractor, incur and pay reasonable expenses for repair, maintenance, and operation of the 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 security (described in paragraph A.14. above) conveyed to the State; (e) take action to enforce paragraphs A.11. and 13. above; and/or (f) 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 by it of previous

defaults by the Contractor, through judicial proceedings to require specific performance of this contract, or by such other proceedings in law or equity as may be deemed necessary by the State to ensure compliance with provisions of this contract and the laws and regulations under which this contract is entered into.

C. The State agrees that it shall:

1. Loan to the Contractor for the construction of the project an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000). Said One Million Eight Hundred Thousand Dollars (\$1,800,000) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Commencing ten (10) days from the date of this contract and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the Consultant referred to in paragraph A.1. above, an estimate of the funds required for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

c. Project construction costs eligible for payment by the State shall be limited to the cost of:

(1) Preparing final designs and specifications for the project.

(2) Preparing bid and construction contract documents.

(3) Preparing environmental assessment or environmental impact statements, and otherwise complying with the Federal National Environmental Policy Act.

(4) Complying with all Federal, State, and local regulatory requirements, including the obtaining of all required permits.

(5) Land and water rights acquisitions needed for the project, including the necessary appraisals and evaluations.

(6) Fish and wildlife mitigation measures required by Federal, State, or local laws and regulations.

(7) Actual construction as called for in the bid documents and in Change Orders approved by the Consultant, the Contractor, the Construction Firm, and the State.

(8) Engineering services for construction management, including design and construction management for State-approved Change Orders.

(9) Legal services for:

(a) Reviewing engineering services contracts.

(b) Reviewing this contract.

(c) Reviewing construction contract documents.

(d) Acquiring the land and water rights needed for the project.

(e) 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.

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

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

E. 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 Contractor shall be, or shall be deemed to be, an employee, agent, or servant of the State. The Contractor will

be solely and entirely responsible for its acts and the acts of its agents, employees, servants, engineering firms, construction firms, and subcontractors during the performance of this contract.

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

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

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

PAID IN FULL

I. Upon completion of repayment to the State in the amount of Two Million Six Hundred Thirty-Two Thousand Thirteen Dollars (\$2,632,013.00), as set forth in paragraph A.13. above of this contract, the State agrees to convey to the Contractor all of the State's right, title, and interest in and to the project and any other property described in paragraph A.14. above by deed or other proper conveyance.

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

K. The Contractor agrees and understands that Sections 37-60-119 through 37-60-122, C.R.S., as amended, require that the loan of money by the State to the Contractor for this water project be conditioned upon the repayment of the loan to the State. The Contractor hereby agrees to take any and all actions necessary to guarantee such repayment as provided herein including, without being limited to, the actions specified in this contract.

L. The Contractor agrees that the specific revenues to be pledged to repay the State shall include, without being limited to, an assessment levied for that purpose as authorized by Resolution of the Contractor. The Contractor hereby pledges such assessment revenues to repay the State loan, warrants that these revenues will not be used for any other purpose, and agrees to provide the State a perfected security interest in the form provided by the State irrevocably pledging such revenues on the date of execution of this contract.

M. The Contractor warrants that it has duly passed, or will pass, a Resolution (Exhibit A) by its Board of Directors, as provided in its Board of Directors, as provided in its By-Laws, authorizing: (a) the Contractor to enter into this contract with the State to borrow the principal sum of One Million Eight Hundred Thousand Dollars (\$1,800,000); (b) to make and levy assessment(s) sufficient to pay off this contract loan pursuant to its terms and to discharge this lawful indebtedness; (c) to set aside this assessment revenue in a special fund separate and apart from other Contractor revenues to assure repayment of this revenue to the State; and (d) to sign a security interest in such assessment revenues in favor of the State to secure the repayment. Copies of such security interest (Uniform Commercial Code--Security Agreement and Uniform Commercial Code--Financing Statement) shall be attached hereto and incorporated herein as Exhibits E and F, respectively. The Resolution of the Contractor and the security interest of the Contractor are conditions precedent to State performance.

N. The Contractor warrants that in the event of a default by the Contractor in the repayment to the State, and upon written notice thereof from the State, the Contractor shall, pursuant to its By-Laws, immediately take all necessary actions to levy an additional assessment and to pledge additional revenues in a sufficient amount and in a timely manner to cure the default and to repay the State as required by the contract. Such additional revenues shall be deemed covered by the existing security interest.

O. The Contractor warrants that the security interest executed by the Contractor in favor of the State to secure repayment of this loan is a valid security interest which shall be binding against the Contractor and that the Contractor has perfected this security interest such that the State has priority over all other competing claims for such secured revenues.

P. The Contractor warrants that by acceptance of the loan money pursuant to the terms of this contract and by the Contractor's representation herein, the Contractor 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.

Q. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

1. For the State:

Daries C. Lile, Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Frank Akers

2. For the Contractor:

The North Poudre Irrigation
Company
P.O. Box 100
Wellington, CO 80449
Attn: Manuel Pineda
President

PAID IN FULL

npoudre.k

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

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

FUND AVAILABILITY

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

BOND REQUIREMENT

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

INDEMNIFICATION

4. 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.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402, CRS 1982 Replacement Vol.), 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.

PAID IN FULL

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.
- (3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.
- (4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of race, creed, color, sex, national origin, or ancestry.
- (6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt either directly or indirectly, to commit any act defined in this contract to be discriminatory.

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

(8) The contractor will include the provisions of paragraph (1) through (8) 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.

COLORADO LABOR PREFERENCE

6a. Provisions of 8-17-101 & 102, CRS 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 (section 8-19-101 and 102, CRS).

GENERAL

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

8. 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 hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has a 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:

(Full Legal Name) The North Poudre Irrigation
Company

By Manuel Pineda
Manuel Pineda, President

Position (Title) _____

84-0281680

Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)
By Li Proctor

Corporation Secretary, or equivalent Town/City/County Clerk

ATTORNEY GENERAL GALE A. NORTON
ATTORNEY GENERAL

By DAVID M. KAYE

FIRST ASSISTANT ATTORNEY GENERAL
GENERAL LEGAL COUNSEL

STATE OF COLORADO
ROY ROMER, GOVERNOR

By Clifford W. Hall

For the Executive Director
DEPARTMENT OF NATURAL RESOURCES
(COLO. WATER CONSERVATION BOARD
DARIES C. LILE, P.E., DIRECTOR)

APPROVALS

CONTROLLER

By Clifford W. Hall

CLIFFORD W. HALL

CHITWOOD W. HALL



RESOLUTION

BE IT RESOLVED by Manuel Pineda, Duane Aranci, Dennis Marsh, Dorothy Schild and Dennis Bode, as all of the Board of Directors of The North Poudre Irrigation Company, as follows:

1. That the President and Secretary of The North Poudre Irrigation Company have authority to enter into a contract with the Department of Natural Resources, Colorado Water Conservation Board of the State of Colorado for the improvement of Reservoirs Nos. 5 and 6.

2. The President and Secretary or Manager of The North Poudre Irrigation Company are authorized to give a Deed as a security interest required by the State of Colorado in accordance with the contractual requirement that a Deed of Trust be given within thirty (30) days from the substantial completion of the project and which will convey to the State of Colorado an undivided one hundred percent (100%) of the following:

The North Poudre Irrigation Company Reservoirs 5 and 6, all appurtenant structures thereto, and all lands on which these reservoirs lie.

3. North Poudre is further specifically authorized to borrow the principal sum of One Million Eight Hundred Thousand Dollars (\$1,800,000), and North Poudre shall make and levy assessments sufficient to pay off the contract loan pursuant to its terms and discharge the lawful indebtedness with the Department of Natural Resources, Colorado Water Conservation Board, State of Colorado, and, if required, North Poudre shall set aside the assessment revenue allocated to this project in a special fund separate and apart from other contract or revenues to assure repayment of this revenue to the State of Colorado.

4. The President and Secretary or Manager are authorized to sign a security interest in such assessment revenues in favor of the State of Colorado to secure the repayment.

PASSED this 9th day of February, 1993.

The North Poudre Irrigation Company

By: Manuel Pineda
President

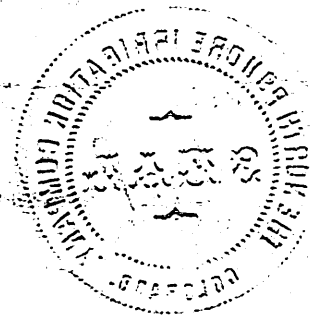
ATTEST:

Si Proctor
Secretary

avh:np.res

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

RECEIVED
JAN 10 1968



RESOLUTION #2-1993

Be it resolved by the shareholders of The North Poudre Irrigation Company as follows:

The actions of the Directors and Officers on behalf of the company during the fiscal and calendar year last past are ratified and approved. The North Poudre Irrigation Company shall indemnify the Directors and Officers and hold them harmless from any personal liability for their actions as Directors and Officers as provided by Colorado law.

Approved this 1st day of February, 1993, at the annual meeting, at Fort Collins, Colorado. Certified to be a true copy of the Resolution.

The North Poudre Irrigation Company

By: *Si Proctor*

Secretary

Repayment Schedule

North Pourde Irrig. Co.

Yrly. Payment

Principal \$1,800,000.00

Payment

\$65,800.35

Interest 0.02

Term 40 Years

Cont. C-153

\$2,632,013.84

Period	Principal	Payment	Interest	Principal Repayment
1	\$1,800,000.00	\$65,800.35	\$36,000.00	\$29,800.35
2	\$1,770,199.65	\$65,800.35	\$35,403.99	\$30,396.35
3	\$1,739,803.30	\$65,800.35	\$34,796.07	\$31,004.28
4	\$1,708,799.02	\$65,800.35	\$34,175.98	\$31,624.37
5	\$1,677,174.66	\$65,800.35	\$33,543.49	\$32,256.85
6	\$1,644,917.80	\$65,800.35	\$32,898.36	\$32,901.99
7	\$1,612,015.81	\$65,800.35	\$32,240.32	\$33,560.03
8	\$1,578,455.78	\$65,800.35	\$31,569.12	\$34,231.23
9	\$1,544,224.55	\$65,800.35	\$30,884.49	\$34,915.85
10	\$1,509,308.70	\$65,800.35	\$30,186.17	\$35,614.17
11	\$1,473,694.53	\$65,800.35	\$29,473.89	\$36,326.46
12	\$1,437,368.07	\$65,800.35	\$28,747.36	\$37,052.98
13	\$1,400,315.09	\$65,800.35	\$28,006.30	\$37,794.04
14	\$1,362,521.04	\$65,800.35	\$27,250.42	\$38,549.93
15	\$1,323,971.12	\$65,800.35	\$26,479.42	\$39,320.92
16	\$1,284,650.19	\$65,800.35	\$25,693.00	\$40,107.34
17	\$1,244,542.85	\$65,800.35	\$24,890.86	\$40,909.49
18	\$1,203,633.36	\$65,800.35	\$24,072.67	\$41,727.68
19	\$1,161,905.68	\$65,800.35	\$23,238.11	\$42,562.23
20	\$1,119,343.45	\$65,800.35	\$22,386.87	\$43,413.48
21	\$1,075,929.97	\$65,800.35	\$21,518.60	\$44,281.75
22	\$1,031,648.23	\$65,800.35	\$20,632.96	\$45,167.38
23	\$986,480.84	\$65,800.35	\$19,729.62	\$46,070.73
24	\$940,410.11	\$65,800.35	\$18,808.20	\$46,992.14
25	\$893,417.97	\$65,800.35	\$17,868.36	\$47,931.99
26	\$845,485.98	\$65,800.35	\$16,909.72	\$48,890.63
27	\$796,595.36	\$65,800.35	\$15,931.91	\$49,868.44
28	\$746,726.92	\$65,800.35	\$14,934.54	\$50,865.81
29	\$695,861.11	\$65,800.35	\$13,917.22	\$51,883.12
30	\$643,977.99	\$65,800.35	\$12,879.56	\$52,920.79
31	\$591,057.20	\$65,800.35	\$11,821.14	\$53,979.20
32	\$537,078.00	\$65,800.35	\$10,741.56	\$55,058.79
33	\$482,019.21	\$65,800.35	\$9,640.38	\$56,159.96
34	\$425,859.25	\$65,800.35	\$8,517.19	\$57,283.16
35	\$368,576.09	\$65,800.35	\$7,371.52	\$58,428.82
36	\$310,147.27	\$65,800.35	\$6,202.95	\$59,597.40
37	\$250,549.87	\$65,800.35	\$5,011.00	\$60,789.35
38	\$189,760.52	\$65,800.35	\$3,795.21	\$62,005.14
39	\$127,755.38	\$65,800.35	\$2,555.11	\$63,245.24
40	\$64,510.14	\$65,800.35	\$1,290.20	\$64,510.14

SCHEDULE A
COLORADO WATER CONSERVATION BOARD
CONSTRUCTION FUND PROGRAM PROCEDURES

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

EXHIBIT D

UCC Financing Statement Amendment

Initial Financing Statement

File #: 20192114219

File Date: 12/11/2019 03:16:59 PM

Filing office: Secretary of State

This amendment is a termination.

Optional Information

Optional filer reference data/miscellaneous information:

C153637 paid off 5/1/24

COLORADO UCC FINANCING STATEMENT

Filing Fee: \$15

Follow Instructions (front and back) Carefully

A. NAME & PHONE OF CONTACT (optional) Steve Biondo 303-866-3495	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) [COLORADO WATER CONSERVATION BOARD ATTN: WATER SUPPLY PLANNING AND FINANCE 1313 SHERMAN STREET, ROOM 721 DENVER, COLORADO 80203]	

20032110113 C
\$ 15.00
SECRETARY OF STATE
10-08-2003 15:38:39

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 NORTH Poudre IRRIGATION COMPANY (THE)				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS P.O. BOX 100		CITY WELLINGTON	STATE CO	POSTAL CODE 80549 COUNTRY USA
ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION DNC	1f. JURISDICTION OF ORGANIZATION CO	1g. ORGANIZATIONAL ID#, if any CO19871033067 <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 STATE OF COLORADO - COLORADO WATER CONSERVATION BOARD				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1313 SHERMAN STREET, ROOM 721		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 \$1,761,096.10 IN ACCORDANCE WITH LOAN CONTRACT NO. C153637 AND PROMISSORY NOTE DATED MARCH 20, 1997.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> 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) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA LOAN CONTRACT NO. C153637	

COLORADO UCC-1

Approved by Central Indexing System Board
Total Fee \$16 (\$15 Filing + \$1 Surcharge)

FILED COPY

19972037147 C

\$ 16.00

SECRETARY OF STATE

05-08-97 09:53:00

1st DEBTOR

SSN/FED Tax ID:
NAME:

STREET:
CITY, STATE, ZIP:
CONTRACT NO:

check one: ☒ Business ☐ Personal
84-0281680
NORTH POUDRE IRRIGATION
COMPANY
P. O. BOX 100
WELLINGTON, COLORADO 80549
C-153637

For Filing Officer Only

County Where 1st Debtor Resides

(Use 2 Digit Code From Instruction Page)

06

Check if Applicable

2nd DEBTOR

SSN/FED Tax ID:
NAME:
STREET:
CITY, STATE, ZIP:

additional debtor(s) on attachment
check one: ☐ Business ☐ Personal

This statement is to be filed in the real estate
records **only**.

This statement is to be filed in UCC **and** real
estate records.

The debtor is a transmitting utility.

1st SECURED PARTY

NAME:
STREET:
CITY, STATE, ZIP:

additional secured party on attachment
COLORADO WATER
CONSERVATION BOARD
1313 SHERMAN STREET, ROOM 721
DENVER, COLORADO 80203

EFS Filing? ☐ Yes ☐ No

(If non EFS filing, fill in collateral codes only)

(If EFS filing, enter County Code and effective
dates)

(If EFS filing and all years covered, leave dates
blank)

Collateral County From To
Code Code Date Date

ASSIGNED PARTY

NAME:
STREET:
CITY, STATE, ZIP:

additional assigned party on attachment

RETURN COPY TO:

NAME:
STREET:
CITY, STATE, ZIP:

030 _____

COMPLETE DESCRIPTION OF COLLATERAL

Fold Here

(Description required only if collateral codes do not adequately describe collateral. Only first 250 characters will be entered into CIS data base)

Debtor Signature(s) (Optional)

Printed Name(s)

Title

Secured Party Signature(s) (Optional)

Printed Name(s)

Title

Contact Phone and FAX

5/8/97
pi

#C153637

STATE OF COLORADO

UNIFORM COMMERCIAL CODE — SECURITY AGREEMENT

08 715 66
84-028168

Debtor:

Name: The North Poudre Irrigation Company

Address:

Residence: No. Street City StateBusiness: P.O. Box 100 Wellington CO 80549
No. Street City StateSecured Party: State of Colorado for the use and benefit of the
Name: Colorado Water Conservation BoardAddress: 1313 Sherman Street, Rm. 721 Denver CO 80203
No. Street City State

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"):

All revenues derived from assessments on stock to repay indebtedness on North Poudre Reservoir Nos. 5 & 6 as approved by the stockholders or the Board of Directors, pursuant to CRS § 7-42-104, as amended, as allocated to repay the indebtedness.

To secure payment of the indebtedness evidenced by _____ certain promissory note ____ of even date herewith, payable to the Secured Party, or order, as follows:

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.

3. That Debtor's residence is as stated above, and the Collateral will be kept at

P.O. Box 100 Wellington Larimer CO 80549
No. and Street City County State

4. If any of the Collateral is crops, oil, gas, or minerals to be extracted or timber to be cut, or goods which are or are to become fixtures, said Collateral concerns the following described real estate situate in the _____ County of _____ and State of Colorado, to wit:

Exhibit "F"

5. Promptly to notify Secured Party of any change in the location of the Collateral.
6. To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
7. Not to 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.
8. That the Collateral is in good condition, and that he will, at his 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.
9. That he will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
10. 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 cancelling 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:

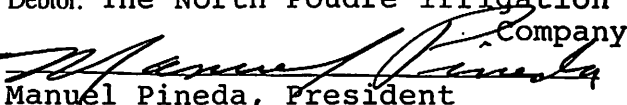
- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) the making or furnishing of any warranty, representation or statement to Secured Party by or on behalf of Debtor which proves to have been false 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 laws 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 may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, 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 his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

Date this 9th day of February, 19 93.

Debtor: The North Poudre Irrigation
Company

Manuel Pineda, President

Secured Party:*

 - Quentin C. Wells

UCC OCR

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (UCC-1)

002

INSTRUCTIONS ON BACK

1ST DEBTOR NAME (Personal)

Last

First

M.I.

THE NORTH Poudre IRRIGATION COMPANY

1ST DEBTOR NAME (Business)

ADDRESS

P.O. Box 100

S.S. NO./TAX I.D.

84-0281680

CITY

Wellington,

STATE

CO

ZIP CODE

80549

FOR OFFICE USE ONLY

THIS DOCUMENT MUST BE TYPED

COLORADO UCC-1

SECRETARY OF STATE

1560 Broadway • Denver, Colorado 80202 ANY QUESTIONS CALL (303) 894-2243

962002971 C \$16.00

SECRETARY OF STATE

01-11-96 11:06

FILED COPY

2ND DEBTOR NAME (Personal)

Last

First

M.I.

2ND DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

3RD DEBTOR NAME (Personal)

Last

First

M.I.

3RD DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

1ST SECURED PARTY NAME

The State of Colorado (Water Conservation Board)

ADDRESS

1313 Sherman Street, Rm. 721

CITY

Denver,

STATE

CO

ZIP CODE

80203

2ND SECURED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

ASSIGNED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

CHECK IF APPLICABLE

☐PRODUCTS OF COLLATERAL
ARE ALSO COVERED☐THIS STATEMENT IS TO BE FILED FOR RECORD
IN THE REAL ESTATE RECORDS☐THE DEBTOR IS A
TRANSMITTING UTILITY

THIS STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL

(Please check
appropriate
box)☐

already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;

☐

which is proceeds of the original collateral described below in which a security interest was perfected;

☐

as to which the filing has lapsed; or

☐

acquired after a change of name, identity or corporate structure of the debtor.

COLLATERAL USED

Use additional sheets 8 1/2 x 11 if more space is needed. (WARNING: If collateral is crops, fixtures, timber or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions on back.) This Financing Statement covers the following types (or items) of property:

All revenues derived from assessments on stock to repay indebtedness on North Poudre Reservoir Nos. 5 & 6 as approved by the stockholders or the Board of Directors, pursuant to C.R.S. §7-42-104, as amended, as allocated to repay the indebtedness.

ORIGINAL SIGNATURES REQUESTED ON 2ND COPY IF FILED WITH COUNTY CLERK

THE NORTH Poudre IRRIGATION COMPANY

Debtor(s) Signature(s)

Secured Party Signature(s)

1ST DEBTOR NAME (Personal)

THE NORTH BOURNE INVESTIGATION COMPANY

1ST DEBTOR NAME (Business)

Address

P.O. Box 190

City

Wellington

State

CO

Zip Code

80524

S.S. NO. TAX ID

84-0381-20

FOR OFFICE USE ONLY

THIS DOCUMENT MUST BE TYPED

COLORADO UCC-1

SECRETARY OF STATE

1500 Broadway, Denver, Colorado 80202 - ANY QUESTIONS CALL (303) 866-2243

98202971 C \$18.00

SECRETARY OF STATE

01-11-96 11:02

FILED COPY

2ND DEBTOR NAME (Personal)

2ND DEBTOR NAME (Business)

Address

City

State

Zip Code

M.I.

First

Last

3RD DEBTOR NAME (Personal)

3RD DEBTOR NAME (Business)

Address

City

State

Zip Code

M.I.

First

Last

1ST SECURED PARTY NAME

Address

City

State

Zip Code

M.I.

First

Last

2ND SECURED PARTY NAME

Address

City

State

Zip Code

M.I.

First

Last

ASSIGNED PARTY NAME

Address

City

State

Zip Code

M.I.

First

Last

CHECK IF APPLICABLE

PRODUCTS OF COLLATERAL

ARE ALSO COVERED

THIS STATEMENT IS GIVEN BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL

IF THE REAL ESTATE RECORDS

IN THE REAL ESTATE RECORDS

THIS STATEMENT IS TO BE FILED FOR RECORD

THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

IF THE DEBTOR IS A

TRANSMITTING UTILITY

All revenues derived from assessments on stock to repay indebtedness on North Bourne Research, Inc. 5-8 as approved by the stockholders of the Board of Directors, pursuant to U.S.S. 87-42-104, as amended, are assigned to repay the indebtedness.

ORIGINAL SIGNATURES REQUESTED ON 2ND COPY IF FILED WITH COUNTY CLERK

THE NORTH BOURNE INVESTIGATION COMPANY

Signature

Signature

Signature

Signature

Signature

Signature

INSTRUCTIONS ON BACK

FORM COMMERCIAL CODE - FINANCIAL STATEMENT (UCC-1)

1ST DEBTOR NAME (Personal)

Last

First

M.I.

1ST DEBTOR NAME (Business)

The North Poudre Irrigation Company

ADDRESS

P.O. Box 100

S.S. NO./TAX I.D.

84-0281680

CITY

Wellington

STATE

CO

ZIP CODE

80549

84-0281680

FOR OFFICE USE ONLY

THIS DOCUMENT MUST BE TYPED

COLORADO UCC-1

SECRETARY OF STATE

1560 Broadway • Denver, Colorado 80202 ANY QUESTIONS CALL (303) 894-2243

2ND DEBTOR NAME (Personal)

Last

First

M.I.

2ND DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

3RD DEBTOR NAME (Personal)

Last

First

M.I.

3RD DEBTOR NAME (Business)

ADDRESS

S.S. NO./TAX I.D.

CITY

STATE

ZIP CODE

1ST SECURED PARTY NAME

State of Colo. for the use and benefit of the Colo. Water Conservation Board

ADDRESS

1313 Sherman Street, Room 721

CITY

Denver

STATE

CO

ZIP CODE

80203

2ND SECURED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

ASSIGNED PARTY NAME

ADDRESS

CITY

STATE

ZIP CODE

CHECK IF APPLICABLE

☐ PRODUCTS OF COLLATERAL
ARE ALSO COVERED☐ THIS STATEMENT IS TO BE FILED FOR RECORD
IN THE REAL ESTATE RECORDS☐ THE DEBTOR IS A
TRANSMITTING UTILITY

THIS STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL

(Please check
appropriate
box)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state;
- ☐ which is proceeds of the original collateral described below in which a security interest was perfected;
- ☐ as to which the filing has lapsed; or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

COLLATERAL USED

Use additional sheets 8 1/2 x 11 if more space is needed. (WARNING: If collateral is crops, fixtures, timber or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions on back.) This Financing Statement covers the following types (or items) of property:

All revenues derived from assessments on stock to repay indebtedness
on The North Poudre Number 2 Dam as approved by the stockholders
or the Board of Directors, pursuant to CRS §7-42-104, as amended.

ORIGINAL SIGNATURES REQUESTED ON 2ND COPY IF FILED WITH COUNTY CLERK

Manuel Medina, President

Robert L. Stecker, Manager

Debtor(s) Signature(s)

Dwight W. Wachs

Secured Party Signature(s)

STATE OF COLORADO

UNIFORM COMMERCIAL CODE — SECURITY AGREEMENT

Debtor:

Name: The North Poudre Irrigation Company

Address:

Residence: _____
No. Street City State
 Business: P.O. Box 100 Wellington CO 80549
No. Street City State

Secured Party: State of Colorado for the use and benefit of the
Colorado Water Conservation Board

Name: _____
 Address: 1313 Sherman Street, Rm. 721 Denver CO 80203
No. Street City State

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"):

All revenues derived from assessments on stock to repay indebtedness on North Poudre Reservoir Nos. 5 & 6 as approved by the stockholders or the Board of Directors, pursuant to CRS § 7-42-104, as amended, as allocated to repay the indebtedness.

To secure payment of the indebtedness evidenced by _____ certain promissory note _____ of even date herewith, payable to the Secured Party, or order, as follows:

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.

3. That Debtor's residence is as stated above, and the Collateral will be kept at

P.O. Box 100 Wellington Larimer CO 80549
No. and Street City County State

4. If any of the Collateral is crops, oil, gas, or minerals to be extracted or timber to be cut, or goods which are or are to become fixtures, said Collateral concerns the following described real estate situate in the _____ County of _____ and State of Colorado, to wit:

5. Promptly to notify Secured Party of any change in the location of the Collateral.
6. To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
7. Not to 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.
8. That the Collateral is in good condition, and that he will, at his 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.
9. That he will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
10. 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 cancelling 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:

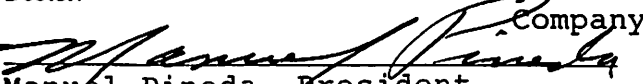
- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) the making or furnishing of any warranty, representation or statement to Secured Party by or on behalf of Debtor which proves to have been false 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 laws 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 may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, 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 his heirs, executors or administrators or his or its successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

Date this 9th day of February, 19 93.

Debtor: The North Poudre Irrigation
Company

Manuel Pineda, President

Secured Party:*