

### COLORADO

#### Colorado Water Conservation Board

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

October 16, 20204

Teller County Publice Trustee PO Box 367 Clear Creek, CO 80813

Subject:

Releases of Deeds of Trust

Contract No. C150341

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between the Pisgah Reservoir and Ditch Company and the Colorado Water Conservation Board (CWCB). Also attached for your handling are the original Deeds of Trust along with the Promissory note stamped "PAID IN FULL"., fee's are enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope. Should you have any questions, please contact me.

Thank you for your assistance in this matter.

Sincerely,

1 1 St Ca Halvanseu

Jessica Halvorsen

Loan & Grant Program Assistant

Finance Section

jessica.halvorsen@state.co.us

**Enclosures** 



Original Note and Deed of Trust WHEN RECORDED RETURN			
CWCB 1313 Sherman Street, Room 71 Denver, CO 80203	8		
Prepared/Received by: Jessica	a Halvorsen		
REQUEST FOR FULL	X / PARTIAI		
	TRUST AND R	ELEASE BY OWNER OF I	NDEBTEDNESS WITH PRODUCTION OF EVIDENCE
September 19, 2024			Date
Pisgah Reservoir and Ditch C	ompany, a Colorado	Nonprofit Corporation	Original Grantor (Borrower)
917 Elm Avenue Rocky Ford, CO 81067			Current Address of Original Grantor, Assuming Party, or Current Owner
	Check here if c	urrent address is unknown	-
Colorado Water Conservation	united to the same of the same	dirent address is direntown	Original Beneficiary (Lender)
October 30, 2012			Date of Deed of Trust
January 25, 2013			Date of Recording and/or Re-Recording of Deed of Trust
659891			Recording Information
County Rept. No. and/or Film No.	and/or Book/Page No. an	d/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE OF	7		
Teller		ounty of the Public Trustee who is t property described in the Deed of	he appropriate grantee to whom the above Deed of Trust should
	grant an interest in the	property described in the Deed of	itust.)
			nerman Street, Ste. 718 Denver, CO 80203 the Department of Natural Resources, Secured by Deed of Trust
Kirk Russell, Finan		s of Officer, Agent, or Attorney of	in Street, Ste. 718 Denver, CO 80203
	rane, the and radies.	Value of American Agent, of American Agent	9/21/24
State of _Colorado		enver	SIJESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO
The foregoing Request for Reme on 26-26-26		dged before (date) by*	NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027
Kirk Russell Finance Section Chi	- £		0
*If applicable, insert title of officer and na			
	Date Commiss		A USSICA Stoles
	Date Commiss ame of current owner and ho	lder	Notary Public Witness my hand and official seal
	Date Commiss ame of current owner and ho  REL amed above, by Deed	LEASE OF DEED OF TRI of Trust, granted certain rea	Notary Public Witness my hand and official seal  UST all property described in the Deed of Trust to the Public
Trustee of the County referenced therein; and WHEREAS, the indebtedness has been fully or partially satisfied NOW THEREFORE, in consi I, as the Public Trustee in the County	Date Commiss  The Commiss arms of current owner and hore arms of the State of the writing according to the writing of the premise the premise of the prem	LEASE OF DEED OF TRUE of Trust, granted certain reactions of Colorado, to be held in trust of the current of the current of the sea and the payment of the subserve of the sub	Notary Public Witness my hand and official seal  UST all property described in the Deed of Trust to the Public to secure the payment of the indebtedness referred to partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; atutory sum, receipt of which is hereby acknowledged release, cancel and forever discharge the Deed of Trust
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659891
Pase 1 of 2
Judith Jamison, Clerk & Recorder
Teller County, Colorado RP \$0.00
01-25-2013 08:00 AM Recording Fee \$16.00

### **Deed of Trust**

**DATE:** October 30, 2012

GRANTOR: Pisgah Reservoir and Ditch Company, a Colorado Nonprofit Corporation

BENEFICIARY: COLORADO WATER CONSERVATION BOARD

COUNTY: TELLER

PRINCIPAL LOAN AMOUNT: \$162,958

LOAN CONTRACT: LOAN CONTRACT No. C150341
TERMS OF REPAYMENT: 1.75% per annum for 30 years

COLLATERAL: An undivided one-hundred percent interest in the slide gate at the existing

intake structure and gate operator in the existing valve house. Location is Section 30 and 31, Township 14 South, Range 70 West, 6<sup>th</sup> P.M., County of

Teller, State of Colorado.

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

#### FACTUAL RECITALS

- 1. The Grantor has executed a Promissory Note of even date and amount, set forth in the Loan Contract, for a loan in the Principal Loan Amount to be repaid to the Beneficiary, with Terms of Repayment and in accordance with the Promissory Note or until loan is paid in full.
- 2. The Grantor is desirous of securing payment of the Principal Loan Amount and interest of said Promissory Note to the Beneficiary.

The Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the above described Collateral.

To have and to hold the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of said PROMISSORY NOTE, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said PROMISSORY NOTE or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said PROMISSORY NOTE, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

The Grantor covenants that at the time of the delivery of these presents, it is well seized of the Collateral in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The Grantor fully waives and releases all rights and claims it may have in or to said Collateral as a Homestead Exemption or other exemption, now or hereafter provided by law. The Grantor further covenants that the Collateral is free and clear of all liens and encumbrances whatever and that the Grantor shall warrant and forever defend the Collateral in the quiet and peaceable possession of the Public Trustee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments

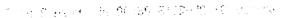
levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the PROMISSORY NOTE immediately due and payable.

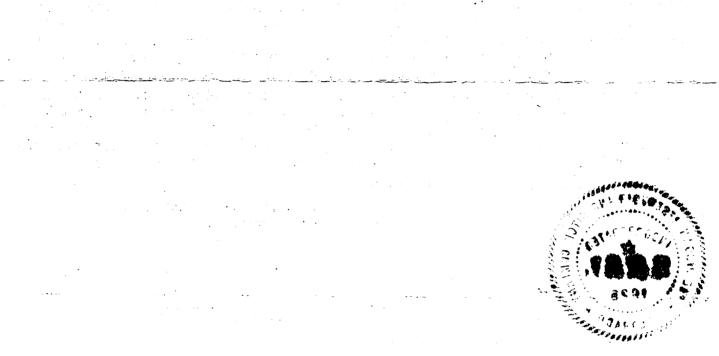
In case of default in any of said payments of the principal or interest, according to the terms of said PROMISSORY NOTE or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

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

xecuted the day and date first written above. BORROWER: Pisgah Reservoir and Ditch Co. A Colorado Non-Profit Corporation Secretary Name and Title County of Otero SS State of Colorado John Schweizer, Jr. The foregoing instrument was acknowledged before me this 12 day of November 2012, by / (Name) and Wayne W. Whatteler as President (Title) and Secretary (Title), respectively, Pisgah Reservoir and 17 (Company). Witness my hand and official seal. Notary Public My commission expires Return recorded DEED OF TRUST to: CWCB Finance Section, Attn: Contract Manager, 1580 Logan Denver CO 80203 (Phone Number 303-866-3441)

Appendix 5 to Loan Contract C150341







### PROMISSORY NOTE

Date: November 7, 2012 OCTOBER 30, 2012

PAID IN FULL

Borrower: Pisgah Reservoir and Ditch Company

Principal Amount: \$ 162,958

Interest Rate: 1.75% per annum

Term of Repayment: 30 years

substantially completed.

Loan Contract No.: C150341

Loan Payment: \$7,028.34

Payment Initiation Date\*:

Maturity Date\*:

Payment Initiation Date and Maturity Date fields are filled in after the project has been

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.

- 2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
- 4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
- 5. This PROMISSORY NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
- 6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 7. This PROMISSORY NOTE is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by: a SECURITY AGREEMENT(s) and DEED(s) OF TRUST ("SECURITY INSTRUMENTS") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this PROMISSORY NOTE in certain events.
- 8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the

Security Instruments securing this PROMISSORY NOTE occurs, the CWCB may declare the entire outstanding principal balance of the PROMISSORY NOTE, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.

- 9. The BORROWER and any co-signer or guarantor hereby agree that if this PROMISSORY NOTE or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
- 10. This PROMISSORY NOTE shall be governed in all respects by the laws of the State of Colorado.

BORROWER: Pisgah Reservoir and Ditch Co.

A Colgrado Nonprofit Corporation

Signature<sup>4</sup>

NAME:

John Schweizer, Jr.

TITLE:

President

DATE:

December 3, 2012

Attest:

(SEAL)

Signature

NAME:

Wayne W. Whittaker

TITLE:

Secretary

DATE:

December 3, 2012



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national management

PAID IN FULL

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Original National Devil of Court Determined	
Original Note and Deed of Trust Returned to: WHEN RECORDED RETURN TO: CWCB	
1313 Sherman Street, Room 718 Denver, CO 80203	
Prepared/Received by: Jessica Halvorsen	
REQUEST FOR FULL X / PARTIAL  RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
September 19, 2024	Date
Pisgah Reservoir and Ditch Company, a Colorado Nonprofit Corporation 917 Elm Avenue	<ul> <li>Original Grantor (Borrower)</li> <li>Current Address of Original Grantor,</li> </ul>
Rocky Ford, CO 81067	Assuming Party, or Current Owner
Check here if current address is unknown	 n
Colorado Water Conservation Board	Original Beneficiary (Lender)
February 13, 2015	Date of Deed of Trust
7	Date of Recording and/or Re-Recording of Deed
May 5, 2015 679218	of Trust Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE OF	
Teller	s the appropriate grantee to whom the above Deed of Trust should
grant an interest in the property described in the Deed o	Trust.)
Full Release	I IS LISTED THIS WILL BE DEEMED A FULL
	Sherman Street, Ste. 718 Denver, CO 80203
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from	Sherman Street, Ste. 718 Denver, CO 80203 in the Department of Natural Resources, Secured by Deed of Trust
Full Release  State of Colorado, Colorado Water Conservation Board, 1313 S	Sherman Street, Ste. 718 Denver, CO 80203  In the Department of Natural Resources, Secured by Deed of Trust  than Street, Ste. 718 Denver, CO 80203  Tourrent Owner and Horder  9/26/24
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State of Colorado, Colorado Water Conservation Board, 1313 Solution Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm Name, Title and Address of Officer, Agent, or Attorner of The foregoing Request for Release was acknowledged before me on Chief (date) by*  Kirk Russell  Finance Section Chief  3 - 21 - 2	Sherman Street, Ste. 718 Denver, CO 80203 In the Department of Natural Resources, Secured by Deed of Trust  man Street, Ste. 718 Denver, CO 80203  Current Owner and Hoffer  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Notary Public  Witness my hand and official seal  RUST  eal property described in the Deed of Trust to the Public ust to secure the payment of the indebtedness referred to a partially paid and/or the purpose of the Deed of Trust to owner and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged, y release, cancel and forever discharge the Deed of Trust with all privileges and appurtenances thereto belonging.  Public Trustee
State of Colorado, Colorado Water Conservation Board, 1313 Shame and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Shern  Name, Title and Address of Officer, Agent, or Attorner of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE of Name, Title and Address of Officer, Agent, or Attorner of Name, Title and Address of Officer, Agent, or Attorner of Officer, Agent, or Attorner of Officer, Agent, or Attorner of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE of Officer and name of Current owner and holder  RELEASE OF DEED OF TITLE	Sherman Street, Ste. 718 Denver, CO 80203 In the Department of Natural Resources, Secured by Deed of Trust  Than Street, Ste. 718 Denver, CO 80203  Tourrent Owner and Holder  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Witness my hand and official seal  RUST  Teal property described in the Deed of Trust to the Public ast to secure the payment of the indebtedness referred to a cover and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged, by release, cancel and forever discharge the Deed of Trust with all privileges and appurtenances thereto belonging.

Rev. 07/08

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679218
Page 1 of 2
Krystal Brown, Clerk & Recorder
Tollar County, Colorado RP \$0.00
05-05-2015 01:36 PM Recording Fee \$16.00

### APPENDIX C, AMENDMENT No.1 TO LOAN CONTRACT C150341 AMENDMENT TO THE DEED OF TRUST

Date: February 13, 2015

Grantor (Borrower): Pisgah Reservoir and Ditch Company, a Colorado

nonprofit corporation

Beneficiary (Lender): Colorado Water Conservation Board

Date of Deed of Trust: October 30, 2012

Recording Date of Deed of Trust: January 25, 2014

County of Recording ("County"): Teller

Deed of Trust Recording Information: 659891, 2 pages

Loan Contract: C150341

Promissory Note: \$549,091 at 1.75% per annum for 30 years

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect the revised loan contract total amount.

NOW THEREFORE, the CWCB and Grantor agree that:

- 1. This DEED OF TRUST, APPENDIX C to AMENDMENT 1 to CONTRACT No. C150341 shall supplement and operate in conjunction with the DEED OF TRUST dated October 30, 2012, attached to the ORIGINAL CONTRACT as APPENDIX 5 and incorporated herein by reference.
- 2. The Grantor has executed a PROMISSORY NOTE, in the amount of \$549,091 to secure the repayment of the indebtedness, evidenced by LOAN CONTRACT NO. C150341 and AMENDMENT NO.1 TO LOAN CONTRACT NO. C150341, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said PROMISSORY NOTE, or until the loan is paid in full.
- 3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
- 4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Appendix C to Amendment No.1 Loan Contract C150341 Page 1 of 2

#### 5. Executed on the date first written above.

VEE ALL	GRANTOR: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation
NOTARL PUBLIC	By John Schweize &. Signature
COLORAD	Name John Schweizer, Jr.
41111111	Title_ President
ATTEST:	Date 2-13-15
By Vayne W. Whiltaker Signature	_
Olgitataro	GUTIERA
Name Wayne W. Whittaker	- JOTARY
Title Secretary-Treasurer	_
Date	- PUBLIC OF
	OF COLOR
State of Colorado	) ) ss.
County of Otero	)
The foregoing instrument was acknowledged John Schweizer. Jr (Name) as Pres	d before me on Fub. 13 , 2014, by sident (Title) and
Wayne W. Whittake (Name) as Secret and Ditch Company. Witness my hand and	official seal. (Title) of the Pisgah Reservoir
	Owby Contiener
My commission expires 10/01/2015	<u>-</u>

(Return recorded document to: CWCB Finance Section, Attn: Peg Mason Contracts Manager, 1313 Sherman Street, Suite 718, Denver CO 80203, Phone Number 303-866-3441 ext. 3227)

# AMENDMENT NO.1 TO LOAN CONTRACT C150341 AMENDMENT TO THE PROMISSORY NOTE

Date:

February 13, 2015

Borrower:

Pisgah Reservoir and Ditch Company

Principal Amount:

\$549,091

Interest Rate:

1.75% per annum

Term of Repayment:

30 years

Original Loan Contract No.:

CT2015-027 (C150341)

Loan Payment:

\$23,682.16

Payment Initiation Date\*:

Maturity Date\*:

PAI	U	FU	ILL

* Payment Initiation Date and	Maturity Date	fields are	filled in a	after the	project h	as been
substantially completed.						

- 1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.
- 2. This Promissory Note replaces and supersedes the Original Promissory Note dated November 07, 2012, in the principal amount of \$162,958.
- 3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
- The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
- This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
- 7. All payments received shall be applied first to late charges, if any, next to accrued

Appendix A to Amendment No. 1 Loan Contract C150341 Page 1 of 2

- 7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 8. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
- 9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.
- 10. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
- 11. This Note shall be governed in all respects by the laws of the State of Colorado.

(SEAL)

Attest:

BORROWER: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation

y John Simona Signature Title

Date 2-13-15

PAID IN FULL

Signature/Title Secretary

Date 2-13-15

Appendix A to Amendment No. 1 Loan Contract C150341 Page 2 of 2 Appropriate agent was a second of the second

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PAID IN FULL

r old Insulvented to A sibresing Loan Contract Classification Loan Contract

Original Note and Deed of Trus WHEN RECORDED RETURN CWCB	TO:		
1313 Sherman Street, Room 7 Denver, CO 80203	18		
Prepared/Received by: Jessic	a Halvorsen		
REQUEST FOR FULL RELEASE OF DEED OF DEBT PURSUANT TO § 38-3		RELEASE BY OWNER OF IT	NDEBTEDNESS WITH PRODUCTION OF EVIDENCE
September 19, 2024			Date
Pisgah Reservoir and Ditch C	Company, a Colora	ndo Nonprofit Corporation	Original Grantor (Borrower)
917 Elm Avenue Rocky Ford, CO 81067			Current Address of Original Grantor, Assuming Party, or Current Owner
			-
		f current address is unknown	
Colorado Water Conservatio	n Board		Original Beneficiary (Lender)
July 23, 2015			Date of Deed of Trust
September 8, 2015			Date of Recording and/or Re-Recording of Deed of Trust
682379			Recording Information
County Rept. No. and/or Film No.	and/or Book/Page No.	and/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE O	F		
Teller			ne appropriate grantee to whom the above Deed of Trust should
	grant an interest in	the property described in the Deed of T	rust.)
			nerman Street, Ste. 718 Denver, CO 80203 the Department of Natural Resources, Secured by Deed of Trust
Kirk Russell, Fina	ince Section Chi	ief, CWCB, 1313 Sherma	n Street, Ste. 718 Denver, CO 80203
		dress of Officer, Agent, or Attorney of C	Signature/Date  JESSICA GIBBS
State of Colorado The foregoing Request for R me on	elease was acknow ief Date Comm	(date) by*	NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Notary Public Witness my hand and official seal
	R	ELEASE OF DEED OF TRU	IST
Trustee of the County referenced therein; and WHEREAS, the indebtednes has been fully or partially satisfie NOW THEREFORE, in cons I, as the Public Trustee in the Cou	ammed above, by Del above, in the State as secured by the Del according to the ideration of the pre- anty named above, of	eed of Trust, granted certain read of Colorado, to be held in trust leed of Trust has been fully or written request of the current of mises and the payment of the stado hereby fully and absolutely in	all property described in the Deed of Trust to the Public to secure the payment of the indebtedness referred to partially paid and/or the purpose of the Deed of Trust wner and holder of the indebtedness; atutory sum, receipt of which is hereby acknowledged, release, cancel and forever discharge the Deed of Trust ith all privileges and appurtenances thereto belonging.
			Public Trustee
(Public Trustee use only; use	appropriate label)	(Public Trustee's Seal)	
			Deputy Public Trustee
			(If applicable: Notary Seal)
(If applicable, Name and Address of Pe	rson Creating New Lea	gal Description as Required by 8-38-3	
		,	en and services according present in the Company of

682379 Page 1 of 2 Krustal Brown, Clerk & Recorder Teller County, Colorado RP \$0.00 09-08-2015 02:30 PM Recording Fee \$16.00

### APPENDIX C-1, AMENDMENT No.2 TO LOAN CONTRACT CT2015-027 (150341) **AMENDMENT TO THE DEED OF TRUST**

s ~ EN/ED

Date: July 23, 2015

Grantor (Borrower): Pisgah Reservoir and Ditch Company, a Colorado

nonprofit corporation

SEP 1 7 2015

Beneficiary (Lender): Colorado Water Conservation Board

Date of Deeds of Trust: Original DOT: October 30, 2012,

√ater on Board

Amended DOT: February 13, 2015

Recorded Date of Deeds of Trust: Original DOT: January 25, 2013.

Amended DOT: May 5, 2015

County of Recording ("County"): Teller

Deeds of Trust Recording Information: Original DOT: 659891, 2 pages

Amended DOT: 679218, 2 pages

Loan Contract Number:

CT2015-027 (C150341)

Promissory Note: \$1,172,261.00 at 1.75% per annum for 30

vears

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect the revised loan contract total amount.

NOW THEREFORE, the CWCB and Grantor agree that:

- 1. This DEED OF TRUST, APPENDIX C-1 to AMENDMENT 2 to CONTRACT No. CT2015-027 (C150341) shall supplement and operate in conjunction with the ORIGINAL DEED OF TRUST dated October 30, 2012, attached to the ORIGINAL CONTRACT as APPENDIX 5 and the AMENDED DEED OF TRUST dated February 13, 2015, attached to AMENDMENT 1 as APPENDIX A, in the total loan amount of \$757,500.00, and incorporated herein by reference.
- 2. The Grantor has executed a PROMISSORY NOTE, in the amount of \$1,172,261.00 to secure the repayment of the indebtedness, evidenced by LOAN CONTRACT NO. CT2015-027 (C150341) as amended by AMENDMENT No. 1 to the ORIGINAL LOAN CONTRACT, and AMENDMENT No. 2 to the ORIGINAL LOAN CONTRACT and to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said PROMISSORY NOTE, or until the loan is paid in full.
- 3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust. the provisions of this amendment shall in all respects supersede, govern, and control.

- 4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.
- 5. Executed on the date first written above.

	GRANTOR: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation
(SEAL)  NOTARY  NOTARY	By John Shweizer &, Signature
PUBLIC	Name John Schweizer, Jr.
OF COLOR MUNICIPALITY	Title_ President
ATTEST:	DateJuly 23, 2015
By Wayne Whitlake Signature	
NameWayne W. Whittaker	_
Title Secretary	_
DateJuly 23, 2015	
State of Colorado  County ofOtero	) ) ss. )
The foregoing instrument was acknowledged	d before me onJuly 23, 2015, by
John Schweizer, Jr (Name) as Pres	sident (Title) and
Wayne W. Whittaker (Name) asSec	retary (Title) of the Pisgah Reservoir
and Ditch Company. Witness my hand and	official seal.
	Notary Public
My commission expires 10 415	<b></b>
(Colored - Water Orange (C. D. J. W.	

(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)

## APPENDIX A-1, AMENDMENT No. 2 TO LOAN CONTRACT CT2015-027 (C150341) AMENDMENT TO THE PROMISSORY NOTE

Date: July 23, 2015

Borrower: Pisgah Reservoir and Ditch Company, a Colorado nonprofit

PAID IN FULL

corporation

Principal Amount: \$1,172,261.00

Interest Rate: 1.75% per annum

Term of Repayment: 30 years

Original Loan Contract No.: CT2015-027 (C150341)

Loan Payment: \$50,559.33

Payment Initiation Date\*:

Maturity Date\*:

- \* Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.
- 1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.
- This Promissory Note replaces and supersedes the Original Promissory Note dated November 07, 2012, APPENDIX 2 to the Original Contract and the AMENDED Promissory Note dated February 13, 2015, APPENDIX A to AMENDMENT 1, in the total loan amount of \$549,091.00.
- 3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
- 5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
- 6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.

- 7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 8. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
- 9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.
- 10. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
- 11. This Note shall be governed in all respects by the laws of the State of Colorado.

	BORROWER: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation
(SEAL)	By John Schweise In
Attest:	Signature
By Magne W. Whettaker	Name John Schweizer, Jr.
Signature	TitlePresident
Name Wayne W. Whittaker	
Title Secretary	Date
DateJuly 23, 2015	



Original Note and Deed of Trust Returned to: WHEN RECORDED RETURN TO: CWCB	
1313 Sherman Street, Room 718 Denver, CO 80203	
Prepared/Received by: Jessica Halvorsen	
REQUEST FOR FULL X / PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
September 19, 2024	Date
Pisgah Reservoir and Ditch Company, a Colorado Nonprofit Corporation	Original Grantor (Borrower)
Rocky Ford, CO 81067	Current Address of Original Grantor, Assuming Party, or Current Owner
Check here if current address is unknown	1
Colorado Water Conservation Board	_ Original Beneficiary (Lender)
January 14, 2016	Date of Deed of Trust
February 24, 2016	Date of Recording and/or Re-Recording of Deed of Trust
686176	Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE OF	
Teller COUNTY (The County of the Public Trustee who is grant an interest in the property described in the Deed of	the appropriate grantee to whom the above Deed of Trust should FTrust.)
Full Release	
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from	
Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm Name, Title and Address of Officer, Agent, or Attorney	
K	9/26/24 Signature/Date
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on	JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Notary Public  Witness my hand and official seal
RELEASE OF DEED OF TR	DUST
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain restricted of the County referenced above, in the State of Colorado, to be held in trustherein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully of has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of the I, as the Public Trustee in the County named above, do hereby fully and absolutely or that portion of the real property described above in the Deed of Trust, together	eal property described in the Deed of Trust to the Public ist to secure the payment of the indebtedness referred to r partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged, release, cancel and forever discharge the Deed of Trust
	Public Trustee
(Public Trustee use only; use appropriate label) (Public Trustee's Seal)	
	Deputy Public Trustee
	Deputy Public Trustee  (If applicable: Notary Seal)

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Rev. 07/08

686176 Page 1 of 2 Krystal Brown, Clerk & Recorder Teller County, Colorado RP \$0.00 02-24-2016 11:30 AM Recording Fee \$16.00

### APPENDIX C-2, AMENDMENT No. 3 TO LOAN CONTRACT CT2015-027 (150341) **AMENDMENT TO THE DEED OF TRUST**

Date: January 14, 2016

Grantor (Borrower): Pisgah Reservoir and Ditch Company, a Colorado

nonprofit corporation

Beneficiary (Lender): Colorado Water Conservation Board

Date of Deeds of Trust: Original DOT: October 30, 2012,

Amendment No. 1 DOT: February 13, 2015

Amendment No. 2 DOT: July 23, 2015

Recorded Date of Deeds of Trust: Original DOT: January 25, 2013,

Amendment No. 1 DOT: May 5, 2015

Amendment No.2 DOT: September 8, 2015

County of Recording ("County"): Teller

Deeds of Trust Recording Information: Original DOT: 659891, 2 pages

Amendment No. 1 DOT: 679218, 2 pages Amendment No. 2 DOT: 682379, 2 pages

Loan Contract Number: CT2015-027 (C150341)

Promissory Note: \$1,172,261.00 at 1.75% per annum for 30

vears

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The ORIGINAL DEED OF TRUST was recorded to secure repayment of the indebtedness evidenced by the LOAN CONTRACT and PROMISSORY NOTE between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect a change to collateral.

NOW THEREFORE, the CWCB and Grantor agree that:

- 1. This DEED OF TRUST, Appendix C-2 to Amendment No. 3 to CONTRACT No. CT2015-027 (C150341) supplement and operate in conjunction the ORIGINAL DEED OF TRUST, dated October 30, 2012, the AMENDED DEED OF TRUST, Appendix C, Amendment No. 1 to the ORIGINAL CONTRACT, dated February 13, 2015, and the AMENDED DEED OF TRUST, Appendix C-1, Amendment No. 2 to the ORIGINAL CONTRACT, dated July 23, 2015 and incorporated herein by reference.
- The Grantor has agreed to pledge the Mount Pisgah Reservoir, commonly known. as Wrights Reservoir. Parcel ID 1387.303000100, located in Section 30 and the NW1/4 of Section 31, all in Township 14 South, Range 70 West of the 6th P.M.. Teller Counter.
- 3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
- 4. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

(SEAL)	GRANTOR: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation  By Signature
	Name _ John Schweizer, Jr.
	Title President
ATTEST:	Date_ January 14, 2016
By Wayne W. Whittaker Signature	
Name_ Wayne W. Whittaker	_
Title Secretary	•
Date January 14, 2016	• · · · · · · · · · · · · · · · · · · ·
State of Colorado	)
County of Otero	) ss. )
The foregoing instrument was acknowledged	before me on 14 th of Oon 2016, by
John Schweizer, Jr(Name) as Pre	
	sident (Title) and Wayne W. Whittaker tary (Title) of the Pisgah Reservoir
and Ditch Company. Witness my hand and	
My commission expires 10/10/2019	Ambr Crutierez NOTARLES NOTARL

5. Executed on the date first written above.

(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)

Original Note and Deed of Trust Returned to: WHEN RECORDED RETURN TO: CWCB	
1313 Sherman Street, Room 718 Denver, CO 80203	
Prepared/Received by: Jessica Halvorsen	
REQUEST FOR FULL X / PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
September 19, 2024	Date
Pisgah Reservoir and Ditch Company, a Colorado Nonprofit Corporation	Original Grantor (Borrower) Current Address of Original Grantor,
917 Elm Avenue Rocky Ford, CO 81067	Assuming Party, or Current Owner
Check here if current address is unknown	_
Colorado Water Conservation Board	Original Beneficiary (Lender)
March 16, 2017	Date of Deed of Trust
	Date of Recording and/or Re-Recording of Deed
April 5, 2017 696583	of Trust Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	
TO THE PUBLIC TRUSTEE OF	
Teller  COUNTY (The County of the Public Trustee who is grant an interest in the property described in the Deed of	the appropriate grantee to whom the above Deed of Trust should Trust.)
Full Ralesse	
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from	herman Street, Ste. 718 Denver, CO 80203 the Department of Natural Resources, Secured by Deed of Trust
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm	the Department of Natural Resources, Secured by Deed of Trust an Street, Ste 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from	an Street, Ste 718 Denver, CO 80203  Current Owner and Holder  Signature/Date
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm	the Department of Natural Resources, Secured by Deed of Trust an Street, Ste 718 Denver, CO 80203
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm  Name, Title and Address of Officer, Agent, or Attorner of the Indebtedness and Successor in Interest from State of Colorado  Name, Title and Address of Officer, Agent, or Attorner of the Indebtedness and Successor in Interest from State of Colorado  Name, Title and Address of Officer, Agent, or Attorner of the Indebtedness and Successor in Interest from State Officer, Agent, or Attorner of Colorado  State of Colorado  County of Denver  The foregoing Request for Release was acknowledged before me on (date) by*  Kirk Russell  Finance Section Chief  Date Commission Expires  *If applicable, insert title of officer and hame of current owner and holder	Street, Ste 718 Denver, CO 80203  Current Owner and Holder  Signature/Date  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Notary Public  Witness my hand and official seal
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm  Name, Title and Address of Officer, Agent, or Attorner of The foregoing Request for Release was acknowledged before me on  Kirk Russell  Finance Section Chief  Date Commission Expires	Signature/Date  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner. Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm  Name. Title and Address of Officer. Agent, or Attorner of  State of Colorado County of Denver  The foregoing Request for Release was acknowledged before me on Kirk Russell  Finance Section Chief  Date Commission Expires  *If applicable, insert title of officer and hame of current owner and holder  RELEASE OF DEED OF TR  WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain re  Trustee of the County referenced above, in the State of Colorado, to be held in trutherein; and  WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of the st., as the Public Trustee in the County named above, do hereby fully and absolutely or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust.	Street, Ste 71.8 Denver, CO 80203  Current Owner and Holder  Signature/Date  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Notary Public  Wirness my hand and official seal  CUST  eal property described in the Deed of Trust to the Public set to secure the payment of the indebtedness referred to owner and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release, cancel and forever discharge the Deed of Trust or release.
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm  Name, Title and Address of Officer, Agent, or Attorney of  The foregoing Request for Release was acknowledged before me on  Kirk Russell  Finance Section Chief  Date Commission Expires  *If applicable, insert title of officer and hame of current owner and holder  RELEASE OF DEED OF TR  WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain re therein; and  WHEREAS, the indebtedness secured by the Deed of Trust has been fully or has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of thes. I, as the Public Trustee in the County named above, do hereby fully and absolutely	Signature/Date  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Witness my hand and official seal  RUST  all property described in the Deed of Trust to the Public set to secure the payment of the indebtedness referred to a partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged or release, cancel and forever discharge the Deed of Trust with all privileges and appurtenances thereto belonging Public Trustee
State of Colorado, Colorado Water Conservation Board, 1313 S  Name and Address of Current Owner. Holder of the Indebtedness and Successor in Interest from  Kirk Russell, Finance Section Chief, CWCB, 1313 Sherm  Name, Title and Address of Officer. Agent, or Attorner of  State of Colorado County of Denver  The foregoing Request for Release was acknowledged before me on Kirk Russell  Finance Section Chief  Date Commission Expires  *If applicable, insert title of officer and hame of current owner and holder  RELEASE OF DEED OF TR  WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain re  Trustee of the County referenced above, in the State of Colorado, to be held in trutherein; and  WHEREAS, the indebtedness secured by the Deed of Trust has been fully on has been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of the st., as the Public Trustee in the County named above, do hereby fully and absolutely or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or that portion of the real property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust, together or the property described above in the Deed of Trust.	Signature/Date  JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027  Witness my hand and official seal  RUST  all property described in the Deed of Trust to the Public st to secure the payment of the indebtedness referred to a partially paid and/or the purpose of the Deed of Trust owner and holder of the indebtedness; statutory sum, receipt of which is hereby acknowledged or release, cancel and forever discharge the Deed of Trust with all privileges and appurtenances thereto belonging

Rev. 07/08

**696583**Page 1 of 2
Krystal Brown, Clerk & Recorder
Teller County, Colorado RP \$0.00
04-05-2017 11:40 AM Recording Fee \$18.00

### APPENDIX C-3, AMENDMENT No. 4 TO LOAN CONTRACT CT2015-027 (150341) AMENDMENT TO THE DEED OF TRUST

Date: March 16, 2017

Grantor (Borrower): Pisgah Reservoir and Ditch Company, a Colorado nonprofit

corporation

Beneficiary (Lender): Colorado Water Conservation Board

Recorded Dates of Previous Deeds of Trust: Original DOT: January 25, 2013,

Amendment No. 1 DOT: May 5, 2015 Amendment No. 2 DOT: September 8, 2015 Amendment No. 3 DOT: February 24, 2016

Deeds of Trust Recording Information: Original DOT: 659891, 2 pages

Amendment No. 1 DOT: 679218, 2 pages Amendment No. 2 DOT: 682379, 2 pages Amendment No. 3 DOT: 686176, 2 pages

County of Recording ("County"): Teller

Loan Contract Number: CT2015-027 (C150341)

Promissory Note: \$990,176.11 at 1.75% per annum for 30 years

This Amendment to the ORIGINAL DEED OF TRUST is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by the Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect a change to collateral.

#### NOW THEREFORE, the CWCB and Grantor agree that:

- This DEED OF TRUST, Appendix C-3 to Amendment No. 4 to CONTRACT No. CT2015-027 (C150341) shall supplement and operate in conjunction with the Original Deed of Trust attached to the Original Contract as Appendix 5, the Amended Deed of Trust, Appendix C to Contract Amendment No. 1, the Amended Deed of Trust, Appendix C-1 to Contract Amendment No. 2, and the Amended Deed of Trust, Appendix C-2 to Contract Amendment No. 3. All incorporated herein by reference.
- 2. The Grantor has executed a Promissory Note, in the amount of \$990,176.11 to secure the repayment of the indebtedness, evidenced by Loan Contract No. CT2015-027 (C150341), as amended by AMENDMENT No. 1 to the Original Loan Contract, AMENDMENT No. 2 to the Original Loan Contract, AMENDMENT No. 3 to the Original Loan Contract and AMENDMENT No. 4 to the Original Loan Contract and to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 718, Denver, CO 80203, payable in annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
- 3. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
- Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

<ol><li>Executed on the date first written above.</li></ol>	
GRANTOR: Pisgah Reserva Colorado nonprofit corporado Name John Schweizer	have gas
ATTEST:	
Title President of t	the Board
By Signature  Date March 16, 201	7
Name George Peter Hanzas	ED CUTIEDOES
NOTAL NOTAL	EM GUTIERREZ PARY PUBLIC E OF COLORADO RY ID 20114063442 SION EXPIRES OCT. 6, 2019
State of Colorado ) County of (text)	
The foregoing instrument was acknowledged before me on	10 No 2018 by
John Schwitzer (Name) as Prosident (Title) and	23025 - 41 27
George Honzas (Name) as Searchally (Title) of the Pisga	h Reservoir
and Ditch Company. Witness my hand and official seal.	
ander Crube Notary F	Public
My commission expires 10 6 19	

(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)



AMBER GUTIERREZ
NOTARY PUBLIC
STATE OF COLCRADO
NOTARY 15 20114063442
MY COMMISSION EXPIRES OCT 6, 2019

## APPENDIX A-1, AMENDMENT No. 4 TO LOAN CONTRACT CT2015-027 (C150341) AMENDMENT TO PROMISSORY NOTE

Date:

March 16, 2017

Borrower:

Pisgah Reservoir and Ditch Company, a Colorado nonprofit

PAID IN FULL

corporation

Principal Amount:

\$990,176.11

Interest Rate:

1.75% per annum

Term of Repayment:

30 years

Original Loan Contract No.:

CT2015-027 (C150341)

Loan Payment:

\$42,706.05

Payment Initiation Date\*:

October 1, 2016

Maturity Date\*:

October 1, 2046

- \* Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.
- 1. For Value Received, the Borrower promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the Loan Contract and this Promissory Note.
- 2. This Amendment to Promissory Note, Appendix A-2, in the revised loan amount, shall replace and supersede the Original Promissory Note attached to the Original Contract as Appendix 2 and dated November 07, 2012, the Amendment to Promissory Note Appendix A attached to Contract Amendment No. 1 and dated February 13, 2015, and Appendix A-1 attached to Contract Amendment 2, and dated July 23, 2015.
- Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
- The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
- 6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.

Appendix A-2 to Amendment No. 4 Page 1 of 2

- All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 8. This Note is issued pursuant to the Loan Contract between the CWCB and the Borrower. The Loan Contract creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the Borrower. The Loan Contract and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.
- 9. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the Borrower written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.
- 10. The Borrower and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
- 11. This Note shall be governed in all respects by the laws of the State of Colorado.

	Borrower: Pisgah Reservoir and Ditch Company, a Colorado nonprofit corporation
(SEAL) Attest:	By fohn Schweizer Jr.  Signature Name John Schweizer Jr.
Signature Name George Peter Hanzas	Title President of the Board
Title Secretary  Date March 16, 2017	Date March 16, 2017

