COLORADO
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203
303-866-3441

December 31, 2024

North Poudre Irrigation Company
PO Box 100
Wellington, CO 80549

Loan Compliance Confirmation – C153496

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. C153496. 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

Mimi Winter, Finance Manager
Finance Section

Attachments

cc: CWCB Files

REQUEST FOR RELEASE OF DEED OF TRUST AND RELEASE

Date:	September 12, 2001
Grantor (Borrower):	The North Poudre Irrigation Company
Original Beneficiary: (Lender):	State of Colorado for the use and benefit of the Department of Natural Resources, Water Conservation Board
Date of Deed of Trust::	July 24, 2000
Recording Date of Deed of Trust:	July 24, 2000
County of Recording:	Larimer County
Reception No.	2000049550 3 pages

TO THE PUBLIC TRUSTEE OF LARIMER COUNTY: Please execute this release, as the Grantor and Lender have agreed to release this collateral and use substitute collateral in accordance with the Amendment No. 3 to Contract C153496 dated July 31, 1987.

Current Owner and Holder of the Evidence of Debt Served by Deed of Trust (Lender): State of Colorado for the use and benefit of the Department of Natural Resources, Water Conservation Board

By _____
Rod Kuharich, Director

State of Colorado, City and County of Denver

The foregoing request for release was acknowledged before me on Oct. 18 2001, by Rod Kuharich as Director of the Colorado Water Conservation Board. Witness My Hand and Seal.

Date Commission Expires My Commission Expires August 3, 2003 Notary Public Catherine Gonzales

RELEASE OF DEED OF TRUST

KNOW ALL PERSONS, that the above referenced Grantor, by Deed of Trust, conveyed certain real property described in said Deed of Trust, to the Public Trustee of the County, referenced above, in the State of Colorado to be held in trust to secure the payment of the indebtedness referred to therein.

NOW THEREFORE, at the written request to the legal holder of the said indebtedness, and in consideration of the premises and the agreement between the Grantee and the Lender to substitute collateral, I as the Public Trustee in the County first referenced above, do hereby remise, release and quitclaim unto the present owner or owners of said real property, and unto the heirs, successors and assigns of such owner or owners forever, all the right, title and interest which I have under and by virtue of the aforesaid Deed of Trust in the real estate described therein, to have and to hold the same, with all the privileges and appurtenances thereunto belonging forever, and further I do hereby fully and absolutely release, cancel and forever discharge said Deed of Trust.

PAID IN FULL

_____
Public Trustee

State of Colorado, County of Larimer

The foregoing request for release was acknowledged before me on _____2001 by _____ _____ as the Public Trustee of Larimer County, Colorado. Witness My Hand and Seal.

Date Commission Expires_____ _____Notary Public

Original Note and Deed of Trust Returned to: CWCB
Attn: Jan Illian, Construction Fund Section
1313 Sherman Street, Room 721
Denver, CO 80203

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 INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

September 4, 2024	Date
The North Poudre Irrigation Company	Original Grantor (Borrower)
PO Box 100	Current Address of Original Grantor, Assuming Party, or Current Owner
Wellington, CO 80549	
[ ] Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
October 1, 2001	Date of Deed of Trust
December 18, 2001	Date of Recording and/or Re-Recording of Deed of Trust
2001115700	Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	

TO THE PUBLIC TRUSTEE OF
Larimer COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: ***(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)***

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

9/11/24
Signature/Date

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

State of Colorado . County of Denver
The foregoing Request for Release was acknowledged before me on 9-11-2024 (date) by*
Kirk Russell
Finance Section Chief
3-27-27 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

Notary Public Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

Public Trustee

Deputy Public Trustee

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

COLORADO WATER CONSERV. BOARD
DEPT. OF NATURAL RESOURCES
1313 SHERMAN ST. RM 721
DENVER, CO 80203
ATTN: STEVE BIONDO

Deed of Trust

This indenture, made this 1st day of October 2001, between The North Poudre Irrigation Company, whose address is 3729 Cleveland Avenue, P.O. Box 100, Wellington, Colorado 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. C153496, dated July 31, 1987, as amended, ("Contract") for a loan in the amount of $404,501.99 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, and

And whereas, the GRANTOR is desirous of securing the performance of these loan contract obligations under said Loan 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: Fossil Creek Dam and Reservoir located in Sections 10 and 15, Township 6 North, Range 68 West, PM, 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 county, 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

3

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 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

RCPTN # 2000049550 07/24/2000 16:07:00 # PAGES - 3 FEE - $15.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - $.00

Deed of Trust

This indenture, made this 24th day of July 2000, between the North Poudre Irrigation Company, whose address is P. O. Box 100, Wellington, Colorado, 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 Loan Contract No. C153496, dated July 31, 1987, as amended, ("Contract"), for a loan 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, and

Whereas, the GRANTOR is desirous of securing the performance of these loan contract obligations under said Loan 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:

An undivided fifty percent (50%) interest in the following portions of the Clark Lake Dam located in Larimer County:

1. 120,000 ± cubic yards of dirt fill.
2. 350 ± cubic yards of drainage blanket.
3. All inlet works, including a wet well and gates.
4. 180 ± linear feet of a 36-inch diameter outlet pipe.
5. 5,000 ± cubic yards of retention beams.
6. 12 ± cubic yards of concrete placed in the energy dissipator.
7. 700 ± cubic yards of concrete placed in the emergency spillway.
8. 5,000 ± cubic yards of riprap.
9. 50,000 ± square yards of topsoil and seeding.
10. 8,500 ± square yards of road surface gravel.

(Collectively or hereinafter referred to as the "Property").

PAID IN FULL

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 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

Return to Hill and Hill, P.C.
160 W Mountain Ave
P.O. Box 421 Fort Collins, Colo 80522

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 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.

PAID IN FULL

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.

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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.

The North Poudre Irrigation Company
A Colorado Nonprofit Corporation

By Duane Aranci
Duane Aranci, President

(SEAL)

ATTEST: Sharon Seaworth
Sharon Seaworth, Corporate Secretary

PAID IN FULL

State of Colorado)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 24th day of July 2000, by Duane Aranci as President and Sharon Seaworth as Corporate Secretary. Witness my hand and official seal.
on July 17, 2000,

Alden V. Hill
Notary Public

My commission expires

My Commission Expires 01/19/2004

ALDEN V. HILL
NOTARY
PUBLIC
STATE OF COLORADO

Return to
Hill & Neil, P.C.
Ft Collins, Co.

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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.

THE NORTH POUDRE IRRIGATION COMPANY COLORADO

(SEAL)

The North Poudre Irrigation Company,
a Colorado nonprofit corporation

By Gary E Simpson
Gary Simpson, President

ATTEST

By Sharon Seaworth
Sharon Seaworth, Corporate Secretary

State of Colorado)
) SS
County of LARIMER)

The foregoing instrument was acknowledged before me this 3rd day of October 2001, by Gary Simpson and Sharon Seaworth, as President and Corporate Secretary, respectively, of The North Poudre Irrigation Company. Witness my hand and official seal.

Kim Schreiner
Notary Public

My commission expires: 3/31/04

KIM SCHREINER NOTARY PUBLIC STATE OF COLORADO

Form 6-AC-02A (R 5/85)
WFRPB

AC88/1003

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
88005

CANCELLED AND RELEASED
Angela Dozlich, Public Trustee
Larimer County, Colorado by CG.
stamped 12-27-01 Angela Dozlich

PROJECT
CONTRACT

$488,280

THIS CONTRACT, made this 31st day of July 198 7, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and *2 The North Poudre Irrigation Company, P. O. Box 100, Wellington, CO 80549, hereinafter referred to as the Contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5417X, Contract Encumbrance Number C/53496; and ABL Account Number 14170, Org. Unit 77-77-777,

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

WHEREAS, pursuant to the provisions of 37-60-119, Colorado Revised Statutes, the State is authorized to loan money for the construction of water projects for the benefit of the people of the State; and

WHEREAS, the Contractor is an irrigation company in the State of Colorado and wishes to improve, or cause to be improved, its Clark Lake dam, hereinafter called the project, for the stockholders of The North Poudre Irrigation Company in Larimer County, Colorado, at an estimated cost of Five Hundred Thousand Dollars ($500,000); and

PAID IN FULL

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

WHEREAS, on July 20, 1987, the State and the Contractor entered into an agreement (attached as Exhibit A and incorporated by reference herein and hereinafter referred to as the termination contact) which terminated a feasibility report contract (attached as Exhibit B and incorporated by reference herein) previously entered into between the parties.

WHEREAS, the termination contract provided that the Contractor would pay the State Fifteen Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($15,177.40) under the terms and conditions of that contract in consideration of the State's partial financing of the feasibility report for the project; and

WHEREAS, the State has now agreed 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 the State and the Contractor agree that the repayment of the feasibility report funding shall be consolidated with the repayment of the project loan; and

WHEREAS, pursuant to House Bill No. 1042, Fifty-Fifth General Assembly of the State of Colorado, duly enacted into law, the Colorado Water Conservation Board has been authorized to loan a sum not to exceed Five Hundred Thousand Dollars ($500,000) for construction of the project;

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

A. The Contractor agrees that it shall:

1. Employ an engineering firm to prepare project plans and specifications for the project. Both the engineering firm and

*(See instructions on reverse of last page.)

the project plans and specifications must be approved by the State before initiation of construction on the project, including any real estate and water rights acquisitions, can commence.

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, when required by the State, be selected through competitive public bidding, said project to be completed within three (3) years of the date of this contract in accordance with the project plans and specifications and any necessary modification thereof approved by the State. The State must approve, in writing, all contracts before they can become effective. The above-specified time may be extended by the State if such time is insufficient because of acts of God or other acts or circumstances beyond the control of the Contractor.

3. Require all 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 or sustained in connection with the performance of any contract or by conditions created thereby, or based upon any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

4. Require all Construction Firms and their subcontractors to maintain the following:

a. Workmen's compensation and employers' liability insurance.

b. Automobile liability insurance for all vehicles.

c. Comprehensive general liability insurance 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).

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

5. Execute a warranty deed which shall convey the following real property to the Board as security for the loan:

An undivided fifty percent (50%) of the following:

a. 120,000± cubic yards of dirt fill

b. 350± cubic yards of drainage blanket

c. All inlet works, including a wet well and gates

d. 180± linear feet of a 36-inch-diameter outlet pipe

e. 5,000± cubic yards of retention berms

f. 12± cubic yards of concrete placed in the energy dissipator

g. 700± cubic yards of concrete placed in the emergency spillway

h. 5,000± cubic yards of riprap

i. 50,000± square yards of topsoil and seeding

j. 8,500± square yards of road surface gravel

The deed will be recorded by the Contractor in the proper county or counties and all recording fees shall be paid by the Contractor. The retainage shall not be paid to the Contractor until a warranty deed has been executed, recorded, and filed with the Colorado Water Conservation Board.

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

7. Without expense to the State, manage, operate, and maintain the project 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 as a result of the State's interest in the project facilities and any other property identified in paragraph A.5. above. The Contractor shall maintain general liability insurance covering the management, operation, and maintenance of the project 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).

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

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

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

10. 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.

11. Repay to the State the total principal sum of One Million One Hundred Sixty-Five Thousand Six Hundred Dollars ($1,165,600), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Twenty-Nine Thousand One Hundred Forty Dollars ($29,140) 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. However, in the event the Contractor does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Contractor delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Contractor pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

12. 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 the full under the terms of paragraph A.11. above. The State shall be the sole insured of this policy. 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.

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

14. 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.

15. 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.11. 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.5. above) deeded to the State; and/or (e) take any other appropriate legal action. All remedies described herein may be simultaneously or selectively and successively enforced. The provisions of this contract may be enforced by the State at its option without regard to prior waivers by it of previous defaults by the Contractor, through judicial proceedings to require specific performance of this contract or by such other proceedings in law or equity as may be deemed necessary by the State to insure compliance with provisions of

this contract and the laws and regulations under which this contract is entered into.

C. The State agrees that it shall:

1. Loan to the Contractor for the purpose of this contract an amount not to exceed Four Hundred Eighty-Eight Thousand Two Hundred Eighty Dollars ($488,280). Said Four Hundred Eighty-Eight Thousand Two Hundred Eighty Dollars ($488,280) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing June 1, 1987, and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

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

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

PAID IN FULL

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

E. The parties to this contract intend that the relationship between them contemplated by this contract is that of 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 and state laws that have been or may hereafter be established.

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

H. In its sole discretion, the State may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Contractor's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a)

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

I. Upon completion of the repayment to the State in the sum of One Million One Hundred Sixty-Five Thousand Six Hundred Dollars ($1,165,600), as set forth in paragraph A.11. 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.5. 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. All notices, correspondence, or other documents required by this contract shall be delivered or mailed to the following addresses:

(a) For the State
Mr. J. William McDonald, Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Nick Ioannides

(b) For the Contractor
The North Poudre
Irrigation Company
P.O. Box 100
Wellington, CO 80549
Attn: Robert L. Stieben

PAID IN FULL

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, provendor 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.*

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

PAID IN FULL

(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 committment 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

6 a. 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 a 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 extend 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: THE NORTH POUDRE IRRIGATION COMPANY
(Full Legal Name)

Robert L. Stieben 6/11/87

Position (Title) Pres.

84-0281680
Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Ben Dumler
Corporate Secretary, or Equivalent, Town/City/County Clerk

STATE OF COLORADO ROY ROMER
GOVERNOR

By
EXECUTIVE DIRECTOR

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By
J. WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL DUANE WOODARD
RAH
By
A.H. JEWELL, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A. STROUP
By

Contract
~~Note~~ is no longer secured by
Deed of Trust dated: 7-24-00
Recorded on: 7-24-00
Recording #: 2000049550
Book: ___ Page: ___ Deed of Trust
fully released: 12-27-01
By: Angela Danlich
Public Trustee, Larimer County

AGENCY NAME: Water Conservation Board
AGENCY NUMBER: PDA
ROUTING NUMBER: 02 PDA 00029

Contract Amendment No. 3

THIS AMENDMENT, made this 1st day of October 2001, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board (CWCB), hereinafter referred to as the STATE, and The North Poudre Irrigation Company, a Colorado nonprofit corporation, 3729 Cleveland Avenue, P.O. Box 100, Wellington, Colorado 80549, 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 under Contract Encumbrance Number C153496.

B. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies.

PAID IN FULL

C. The State and the Contractor entered into a contract dated July 31, 1987, Contract Encumbrance Number C153496, and amended on November 27, 1989 and December 17, 1990, hereinafter referred to as the Original Contract and incorporated herein by reference, wherein the State agreed to loan money in the total amount of $404,501.99 and the Contractor agreed to repay the loan in accordance with the terms of the Original Contract.

D. At its January 27, 1999 meeting, the CWCB approved a loan to the Contractor for rehabilitation projects on Reservoir No. 4, Reservoir No. 5, and Indian Creek Reservoir in an amount up to $1,107,000, at an interest rate of 4.04% per annum for a duration of 20 years. As a condition of its approval of that loan, the Board requested that the Contractor provide substitute collateral to better secure the principal balance on four existing Construction Fund loans with contract nos. C153385, C153449, C153496, and C153572.

E. The parties agree to amend the contract to provide the substitute collateral and to secure it with a Deed of Trust.

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 the Original Contract, as amended, 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, as amended, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

3. It is agreed the Original Contract, as amended is and shall be modified, altered, and changed in the following respects only:

   a. Paragraph A.5 is modified by the addition of the following sentence:

      The CWCB hereby agrees to provide a request for release of deed of trust and release, executed and recorded, attached hereto as **Appendix 1** and incorporated herein to release the property encumbered by the deed of trust to the Contractor in consideration of the Contractor providing substitute collateral to assure repayment of the loan.

   b. Paragraph A.5 is modified by the addition of the following sentence:

      Part of the security provided for this loan, as evidenced by the Deed of Trust, executed by the Contractor, attached as **Appendix 2** and incorporated herein, shall be an undivided one hundred percent (100%) interest in Fossil Creek Dam and Reservoir, as more particularly described in the attached Deed of Trust, hereinafter referred to as "collateral."

   c. Paragraph A.11 is replaced by the following:

      The Contractor promises to pay the State the principal sum of Four Hundred and Four Thousand Five Hundred One and 99/100 Dollars ($404,501.99) plus interest at the rate of five percent (5%) per annum for a term of forty (40) years. Principal and interest shall be payable in equal installments of $23,573.63, with the first payment due and payable May 1, 1990, and annually thereafter until all principal and interest have been paid in full, with all such principal and interest required to be paid within 40 years. Payments shall be made payable to the Colorado Water Conservation Board and mailed to 1313 Sherman Street, Room 721, Denver, Colorado 80203. The outstanding loan amount 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. All payments received shall be applied first to accrued interest and then to reduce the principal amount. As of the date of this amendment, the outstanding principal balance on this loan was $350,034.82.

      PAID IN FULL

   d. Paragraph I of to the Original Contract is revised to read as follows:

      Upon complete repayment to the STATE of the entire principal and all accrued interest, the STATE agrees to convey to the Contractor all of the STATE'S right, title, and interest in and to the project by deed or other proper conveyance and 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 the Deed of Trust.

   e. The Special Provisions are amended by the addition of the following:

      11. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency

determination or reduced to judgment as certified by the controller.

4. 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.
5. Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
6. This amendment shall not be deemed valid or effective until it shall have been approved by the controller of the State of Colorado or such assistant as he may designate.

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

CONTRACTOR: The North Poudre Irrigation Company, a Colorado nonprofit corporation

By Gary E Simpson
Gary Simpson, President

Federal ID Number: 84-0281680

Attest (Seal)

By Sharon Seaworth
Sharon Seaworth, Corporate Secretary

State of Colorado
Bill Owens, Governor

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

APPROVALS

KEN SALAZAR, ATTORNEY GENERAL

By Robert D. Russ

Arthur L. Barnhart, STATE CONTROLLER

By Marlene Anderson

Effective Date 11/16/01

COPY

COLORADO WATER CONSERV. BOARD
DEPT. OF NATURAL RESOURCES
1313 SHERMAN ST. RM 721
DENVER, CO 80203
ATTN: STEVE BIONDO

Deed of Trust

This indenture, made this 1st day of October 2001, between The North Poudre Irrigation Company, whose address is 3729 Cleveland Avenue, P.O. Box 100, Wellington, Colorado 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. C153496, dated July 31, 1987, as amended, ("Contract") for a loan in the amount of $404,501.99 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, and

And whereas, the GRANTOR is desirous of securing the performance of these loan contract obligations under said Loan 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: Fossil Creek Dam and Reservoir located in Sections 10 and 15, Township 6 North, Range 68 West, PM, 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 county, 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

PAID IN FULL

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.

PAID IN FULL

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

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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 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

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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.

THE NORTH POUDRE IRRIGATION COMPANY (SEAL) COLORADO

The North Poudre Irrigation Company,
a Colorado nonprofit corporation

By Gary E Simpson
Gary Simpson, President

ATTEST

By Sharon Seaworth
Sharon Seaworth, Corporate Secretary

PAID IN FULL

State of Colorado)
) SS
County of LARIMER)

The foregoing instrument was acknowledged before me this 3rd day of October 2001, by Gary Simpson and Sharon Seaworth, as President and Corporate Secretary, respectively, of The North Poudre Irrigation Company. Witness my hand and official seal.

Kim Schreiner
Notary Public

My commission expires: 3/31/04

KIM SCHREINER NOTARY PUBLIC STATE OF COLORADO

Form 6-AC-02A (R 5/85)
W/FRPB
Clark Lake Dam

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
91319

AMENDMENT #2
PROJECT
CONTRACT

Reduce Encumbrance $ 11,720.00
From: 416,221.99
To: 404,501.99

THIS CONTRACT, made this 17th day of December 1990, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and *2 The North Poudre Irrigation Company, P.O. Box 100, Wellington, CO 80549, hereinafter referred to as the contractor /Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5417X, Contract Encumbrance Number 153496; and
ABL Account No. 14170, Org. Unit 77-77-777,

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

WHEREAS, a contract was entered into on July 31, 1987, Contract Encumbrance Number C-153496 (The Original Contract), between the State and the Contractor; and

WHEREAS, construction of the project was completed at a cost less than the amount encumbered by the Original Contract; and

WHEREAS, a contract amendment was entered into on November 27, 1989, Contract Encumbrance Number C-153496 (hereinafter referred to as the Amendment #1 Contract), between the State and the Contractor which reduced the Original Contract encumbrance by Seventy-Two Thousand Fifty-Eight Dollars and One Cent ($72,058.01) to a final encumbrance amount of Four Hundred Sixteen Thousand Two Hundred Twenty-One Dollars and Ninety-Nine Cents ($416,221.99); and

PAID IN FULL

WHEREAS, in May, 1990, the Contractor made the first payment in accordance with the Repayment Schedule shown on Attachment B to the Amendment #1 Contract, which was computed on an initial principal amount of Four Hundred Sixteen Thousand Two Hundred Twenty-One Dollars and Ninety-Nine Cents ($416,221.99); and

WHEREAS, a subsequent audit of the Contractor's records raised the question of whether the initial principal amount of Four Hundred Sixteen Thousand Two Hundred Twenty-One Dollars and Ninety-Nine Cents ($416,221.99) was correct; and

WHEREAS, further examination of the State's records shows that due to a mathematical error in the amount of Eleven Thousand Seven Hundred Twenty Dollars ($11,720) on the State's part the principal amount in the Amendment #1 Contract should have been Four Hundred Four Thousand Five Hundred One Dollars and Ninety-Nine Cents ($404,501.99).

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the Original Contract, Contract Encumbrance Number C-153496, Contract Routing Number 88005, dated July 31, 1987, and to the Amendment #1 Contract, Contract Encumbrance Number C-153496, Contract Routing Number 90242, dated November 27, 1989, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.

2. This contract amendment is a supplement to the Original Contract and to the Amendment #1 Contract, collectively attached hereto as Appendix A, which is by this reference incorporated and made a part hereof; and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this contract amendment as though they were expressly rewritten, incorporated, and included herein.

3. The only modifications, alterations, or changes in the Amendment #1 Contract shall be that Attachment B shall be replaced in its entirety by Appendix B and paragraphs A.11., C.1. and I. shall be modified to read as follows:

A. The Contractor agrees that it shall:

11. Repay to the State the total principal sum of Nine Hundred Thirty-Nine Thousand Fifty-Seven Dollars and Sixty-Eight Cents ($939,057.68), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in forty (40) annual installments of Twenty-Four Thousand Two Hundred Fifty-Five Dollars and Ten cents ($24,255.10) for the first year, Twenty-Three Thousand Five Hundred Seventy-Three Dollars and Sixty-Three Cents ($23,573.63) for years 2 through 39 and Nineteen Thousand Four Dollars and Fifty-Six Cents ($19,004.56) for year 40, as shown in Appendix B, 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. However, in the event the Contractor does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Contractor delays in drawing funds. Said installment payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Contractor pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

PAID IN FULL

C. The state agrees that it shall:

1. Loan to the Contractor for the purpose of this contract an amount not to exceed Four Hundred Four Thousand Five Hundred One Dollars and Ninety-Nine Cents ($404,501.99). Said Four Hundred Four Thousand Five Hundred One Dollars and Ninety-Nine Cents ($404,501.99) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing June 1, 1987, and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

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

I. Upon completion of the repayment to the State in the sum of Nine Hundred Thirty-Nine Thousand Fifty-Seven Dollars and Sixty-Eight Cents ($939,057.68), as set forth in paragraph A.11. 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.5. by deed or other proper conveyance.

4. The effective date of this contract amendment is seven (7) days after the day it is dated.

5. In the event of any conflict, inconsistency, variance, and incongruity between the provisions of this contract amendment and the Original Contract or the Amendment #1 Contract, the provisions of this contract amendment shall in all respects supersede, govern, and control.

PAID IN FULL

Form 6-AC-02B

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, provendor 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.

Form 6-AC-02C

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contractor 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: THE NORTH POUDRE IRRIGATION COMPANY
(Full Legal Name)

Manuel Pineda

Position (Title) President

84-0281680
Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Director, Secretary
Corporate Secretary, or Equivalent, Town/City/County Clerk

STATE OF COLORADO
ROY ROMER, GOVERNOR

By David W. Walker
For the Executive Director
DEPARTMENT OF NATURAL RESOURCES
(COLO. WATER CONSERVATION BOARD
DAVID W. WALKER, DIRECTOR)

ATTORNEY GENERAL GALE A. NORTON

By
DAVID M. KAYE
First Assistant Attorney General
General Legal Services

APPROVALS

CONTROLLER

By
CLIFFORD W. HALL

Repayment Schedule

The North Poudre Irrigation Company
Once-a-Year Payment Clark Lake Reservoir

Principal $404,501.99
Interest 5.00%
Term 40 Years

Payment $23,573.63

Period	Principal	Payment	Interest	Principal Repayment
1	$404,501.99	$24,255.10	$20,225.10	$4,030.00
2	400,471.99	23,573.63	20,023.60	3,550.03
3	396,921.96	23,573.63	19,846.10	3,727.53
4	393,194.42	23,573.63	19,659.72	3,913.91
5	389,280.51	23,573.63	19,464.03	4,109.61
6	385,170.91	23,573.63	19,258.55	4,315.09
7	380,855.82	23,573.63	19,042.79	4,530.84
8	376,324.98	23,573.63	18,816.25	4,757.38
9	371,567.59	23,573.63	18,578.38	4,995.25
10	366,572.34	23,573.63	18,328.62	5,245.02
11	361,327.33	23,573.63	18,066.37	5,507.27
12	355,820.06	23,573.63	17,791.00	5,782.63
13	350,037.43	23,573.63	17,501.87	6,071.76
14	343,965.67	23,573.63	17,198.28	6,375.35
15	337,590.32	23,573.63	16,879.52	6,694.12
16	330,896.21	23,573.63	16,544.81	7,028.82
17	323,867.38	23,573.63	16,193.37	7,380.26
18	316,487.12	23,573.63	15,824.36	7,749.28
19	308,737.85	23,573.63	15,436.89	8,136.74
20	300,601.11	23,573.63	15,030.06	8,543.58
21	292,057.53	23,573.63	14,602.88	8,970.76
22	283,086.77	23,573.63	14,154.34	9,419.29
23	273,667.48	23,573.63	13,683.37	9,890.26
24	263,777.22	23,573.63	13,188.86	10,384.77
25	253,392.45	23,573.63	12,669.62	10,904.01
26	242,488.44	23,573.63	12,124.42	11,449.21
27	231,039.23	23,573.63	11,551.96	12,021.67
28	219,017.56	23,573.63	10,950.88	12,622.75
29	206,394.81	23,573.63	10,319.74	13,253.89
30	193,140.91	23,573.63	9,657.05	13,916.59
31	179,224.33	23,573.63	8,961.22	14,612.42
32	164,611.91	23,573.63	8,230.60	15,343.04
33	149,268.87	23,573.63	7,463.44	16,110.19
34	133,158.69	23,573.63	6,657.93	16,915.70
35	116,242.99	23,573.63	5,812.15	17,761.48
36	98,481.51	23,573.63	4,924.08	18,649.56
37	79,831.95	23,573.63	3,991.60	19,582.03
38	60,249.91	23,573.63	3,012.50	20,561.14
39	39,688.78	23,573.63	1,984.44	21,589.19
40	18,099.58	19,004.56	904.98	18,099.58

PAID IN FULL

3532E*

Form 6-AC-02A (R 5/85)
W/FRPB
Clark Lake Dam

AC 902329

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
90242

APPENDIX A

AMENDMENT #1
PROJECT
CONTRACT

REDUCE ENCUMBRANCE $ 72,058.01
FROM: 488,280.00
TO: 416,221.99

THIS CONTRACT, made this 22th day of November 1989, by and between the State of Colorado for the use and benefit of the Department of '1 Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and '2 The North Poudre Irrigation Company, P. O. Box 100, Wellington, CO 80549, hereinafter referred to as the contractor /Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5417X, Contract Encumbrance Number C153496; and ABL Account No. 14170, Org. Unit 77-77-777,

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

WHEREAS, a contract was entered into on July 31, 1987, Contract Encumbrance Number C-153496 (the Original Contract) between the State and the Contractor; and

WHEREAS, construction of the project has now been completed at an amount less than what was anticipated when the Original Contract was written; and

WHEREAS, it is now necessary to reduce the money made available to the amount of money which was necessary to complete construction.

NOW THEREFORE, it is hereby agreed that:

PAID IN FULL

1. Consideration for this amendment to the Original Contract, Contract Encumbrance Number 153496, Contract Routing Number 88005, dated July 31, 1987, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.

2. This contract amendment is a supplement to the Original Contract (Attachment A), which is by this reference incorporated and made a part hereof; and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this contract amendment as though they were expressly rewritten, incorporated, and included herein.

3. The only modifications, alterations, or changes in the Original Contract shall be that Exhibit C shall be replaced in its entirety by Attachment B and paragraphs A.11., C.1. and I. shall be modified to read as follows:

A. The Contractor agrees that it shall:

11. Repay to the State the total principal sum of Nine Hundred Seventy Thousand Two Hundred Sixty-Six Dollars ($970,266), which includes the project loan amount and the feasibility report amount, together with interest at the rate of five percent (5%) per annum, said repayment to be made in constant annual installments of Twenty-Four Thousand Two Hundred Fifty-Six Dollars and Sixty-Five Cents ($24,256.65) each, for forty (40) years, as shown in Attachment B, 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. However, in the event the Contractor does not draw funds commencing on the date specified in paragraph C.1.a. below, the obligation to repay shall be postponed for the same number of months as the Contractor delays in drawing funds. Said installment

payments shall be made payable to the Colorado Water Conservation Board, payable at the offices of said Board in Denver, Colorado. The Contractor pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

C. The state agrees that it shall:

1. Loan to the Contractor for the purpose of this contract an amount not to exceed Four Hundred Sixteen Thousand Two Hundred Twenty-One Dollars and Ninety-Nine Cents ($416,221.99). Said Four Hundred Sixteen Thousand Two Hundred Twenty-One Dollars and Ninety-Nine Cents ($416,221.99) shall be made available to the Contractor in accordance with the following terms and conditions:

a. Beginning with the monthly period commencing June 1, 1987, and for every month thereafter until said project has been completed, the Contractor shall prepare, with the assistance of the engineering firm referred to in paragraph A.1. above, an estimate of the funds required from the State for project construction during that month and shall forward said estimate to the State not less than fifteen (15) days prior to the beginning of such month.

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

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

I. Upon completion of the repayment to the State in the sum of Nine Hundred Seventy Thousand Two Hundred Sixty-Six Dollars ($970,266), as set forth in paragraph A.11. 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.5. by deed or other proper conveyance.

4. The effective date of this contract amendment is five (5) days after the day it is dated.

5. In the event of any conflict, inconsistency, variance, and incongruity between the provisions of this contract amendment and the Original Contract, the provisions of this contract amendment shall in all respects supersede, govern, and control.

Form 6-AC-02B

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.

PAID IN FULL

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, provendor 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.*

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.

Form 6-AC-02C

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contractor 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

Manuel Pineda

Position (Title) President

84-0281680

Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Lei Proctor

Corporate Secretary, or Equivalent, Town/City/County Clerk

STATE OF COLORADO

ROY ROMER, GOVERNOR

By J. William McDonald

For the Executive Director

DEPARTMENT OF NATURAL RESOURCES

(COLO. WATER CONSERVATION BOARD

J. WILLIAM McDONALD, DIRECTOR)

ATTORNEY GENERAL

By

General Legal Services

APPROVALS

CONTROLLER CLIFFORD W. HALL

By

AC88/1002

Form 6-AC-02A (R 5/85)
Attachment to Project Contract
The No. Poudre Irrig. Co.
Clark Lake Dam

EXHIBIT A

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
88006

No Encumbrance
Terminates C-153440

TERMINATION
CONTRACT

THIS CONTRACT, made this 20th day of July 198 7, by and between the State of Colorado for the use and benefit of the Department of [1] Natural Resources (Colorado Water Conservation Board), hereinafter referred to as the State, and [2] The North Poudre Irrigation Company, P. O. Box 100, Wellington, CO 80549, hereinafter referred to as the Contractor.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number N/A, G/L Account Number N/A, Contract Encumbrance Number N/A; and

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

WHEREAS, the State and the Contractor entered into a contract on August 1, 1985 (attached as Exhibit B and incorporated by reference herein), which contract shall hereinafter be referred to as the "feasibility report contract," in which the State agreed to pay the Contractor Eleven Thousand Seven Hundred Twenty Dollars ($11,720) for the purpose of partially funding a feasibility report concerning the repair of Clark Lake dam of the irrigation company; and

WHEREAS, the feasibility report contract provided in part the following terms:

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Fifteen Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($15,177.40) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how, or by whom, the subject water project is financed or paid for so long as construction is initiated within the specified time.

PAID IN FULL

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5 above, then the said sum of Fifteen Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($15,177.40) shall be payable in ten (10) equal installments of One Thousand Five Hundred Seventeen Dollars and Seventy-Four Cents ($1,517.74) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter.

WHEREAS, the State and the Contractor intend to enter into a contract (hereinafter referred to as the "project contract") in which the State will loan the Contractor money for the purpose of repairing the Clark Lake dam; and

WHEREAS, initiation of construction to repair the Clark Lake dam would create an obligation on the part of the Contractor to make payments under the terms, specifically paragraph Nos. 5 and 6, of the existing feasibility report contract; and

WHEREAS, the parties agree that it would be mutually beneficial to terminate the Contractor's obligation under the feasibility report contract and to integrate repayment of the Eleven Thousand Seven Hundred Twenty Dollars ($11,720) (which represents the principal amount provided by the State for the purpose of partially funding the feasibility report for repairs

of the Clark Lake dam project) with the Contractor's repayment of the loan which will be made pursuant to the project contact;

NOW, THEREFORE it is hereby agreed that

1. The feasibility report contract entered into between the State and the Contractor on August 1, 1985 (attached as Exhibit B and incorporated by reference herein), Contract No. C-153440, is hereby terminated, and the remaining obligations of the State and the Contractor under the terms of that contract are no longer enforceable.

2. The Contractor agrees to the following terms for the repayment of Eleven Thousand Seven Hundred Twenty Dollars ($11,720), which represents the principal amount provided by the State as partial financing for the feasibility report under the terms of the feasibility report contract:

a. The Eleven Thousand Seven Hundred Twenty Dollars ($11,720) referred to above will be added to that amount loaned to the Contractor by the State under the project contract for the construction of the repairs of the Clark Lake dam project.

PAID IN FULL

b. The total amount described in paragraph 2.a. above and interest for the full term will be repaid under the terms of the project contract to be entered into between the State and the Contractor.

3. This termination of the feasibility report contract will not be effective until such time as a valid and enforceable project contract is in effect for the construction of the repairs of the Clark Lake dam project.

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, provendor 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.

PAID IN FULL

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.*

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 committment 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

6 a. 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 a 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 extend 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: THE NORTH POUDRE IRRIGATION COMPANY
(Full Legal Name)

Robert L. Stieben 6/5/87

Position (Title) Pres.

84-0281680
Social Security Number or Federal I.D. Number

(If Corporation:)

Attest (Seal)

By Ben Dunler
Corporate Secretary, or Equivalent, Town/City/County Clerk

STATE OF COLORADO ROY ROMER
~~RICHARD D. LAMM,~~ GOVERNOR

By
~~AS~~ EXECUTIVE DIRECTOR.

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By David W. Wolcott
for J. WILLIAM McDONALD, DIRECTOR

APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By RAH
A.H. JEWELL, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A. STROUP

By

Form 6-AC-02A

Ae 86/1000

DEPARTMENT OR AGENCY NUMBER
34-04-00
CONTRACT ROUTING NUMBER
86048

EXHIBIT B

$11,720

FEASIBILITY REPORT CONTRACT

THIS CONTRACT, made this 1st day of August 1985, by and between the State of Colorado for the use and benefit of the Department of *1 Natural Resources (Colorado Water Conservation Board),

hereinafter referred to as the State, and *2 The North Poudre Irrigation Company, P. O. Box 100, Wellington, CO 80549

hereinafter referred to as the contractor,

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 4008, G/L Account Number 5417X, Contract Encumbrance Number ~~C153439~~ and C153440 ABL Account Number 14170, Org. Unit 77-77-777,

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

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

WHEREAS, The North Poudre Irrigation Company has made application to the State for the improvement of its existing facility, such improvement of the facility is hereinafter sometimes referred to as the project; and

WHEREAS, the Contractor is an irrigation company within the State of Colorado;

NOW THEREFORE, it is hereby agreed that:

PAID IN FULL

1. The Contractor shall have a feasibility report prepared and directed to the problem of repairing Clark Lake dam of the irrigation company in accordance with a proposal for a project feasibility report prepared by the consulting engineering firm of Kruback Engineering Associates, Inc. (the Consultant), and approved by the State, received on June 7, and July 5, 1985, which proposal is attached hereto as Exhibit A and made a part of this contract.

2. Fifteen (15) copies of the final report called for in this contract shall be furnished to the State not later than October 1, 1985, unless such time is extended by mutual agreement of the parties hereto in writing.

3. As compensation for the services of the Contractor, the State shall pay to the Contractor the sum of Eleven Thousand Seven Hundred Twenty Dollars ($11,720) in the manner following:

a. Sixty percent (60%), to wit, Seven Thousand Thirty-Two Dollars ($7,032) of the total amount due in two (2) monthly installments of Three Thousand Five Hundred Sixteen Dollars ($3,516) each, commencing on September 1, 1985.

b. The remaining forty percent (40%), to wit, Four Thousand Six Hundred Eighty-Eight Dollars ($4,688) within forty (40) days following receipt and acceptance of the written report specified in paragraph 2 of this contract.

4. The total cost of services to be rendered for the Contractor by the Consultant is Twenty-Three Thousand Four Hundred Forty Dollars ($23,440) and the Contractor shall pay the sum of Eleven Thousand Seven Hundred Twenty Dollars ($11,720) as agreed to by letter dated July 16, 1985, which is hereby attached and made a part of this contract as Exhibit B; and in no event shall this payment be the liability of the State of Colorado.

5. In consideration of the State assuming a portion of the cost of the preparation of the said project feasibility report, the Contractor shall pay to the State the sum of Fifteen Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($15,177.40) provided that construction of the subject water project is initiated within ten (10) years of the date of this contract. The Contractor shall fulfill this obligation irrespective of how or by whom or to what specifications or plans the subject project is financed, paid, or constructed for so long as construction of the project is initiated within the specified time.

6. In the event the Contractor must make payment pursuant to the terms of paragraph 5 above, then the said sum of Fifteen Thousand One Hundred Seventy-Seven Dollars and Forty Cents ($15,177.40) shall be payable in ten (10) equal yearly installments of One Thousand Five Hundred Seventeen Dollars and Seventy-Four Cents ($1,517.74) each, the first installment to be due and payable upon the January 1st next succeeding the initiation of construction on the said water project. Subsequent payments shall be due and payable on January 1st of each year thereafter.

7. This contract is personal in nature and assignment of performance by the Contractor to another is prohibited unless prior approval in writing is granted by the State.

8. The Contractor is an independent contractor and as such is not entitled to any benefits of the State personnel system.

PAID IN FULL

9. The Contractor, in consideration for the State's promises herein set forth, promises to indemnify, save and hold harmless and defend the State, and all of its employees and agents, acting officially or otherwise, from any and all liability, claims, demands, actions, debts, and attorney fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of and injuries to, or death of all persons whatsoever, which may occur, or is sustained in connection with the performance of this contract, 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.

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

a. For the State

Director
Colorado Water Conservation Board
721 State Centennial Building
1313 Sherman Street
Denver, CO 80203
Attn: Nick Ioannides

b. For the Contractor

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

Attn: Robert Stieben

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 enter ing 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, provendor 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.

MINIMUM WAGE

4. Except as otherwise provided by law, if this contract is in excess of one hundred fifty thousand dollars and requires or involves the employment of laborers or mechanics in the construction, alteration or repair of any building or other public works (except highways, highway bridges, underpasses and highway structures of all kinds or contracts for any purpose to which the state department of highways or the chief engineer is a party) within the geographical limits of the State, the rate of wages for all laborers and mechanics employed by the contractor or any subcontractor on the building or other public works covered under the contract shall not be less than the prevailing rate of wages for work of a similar nature in the county, city and county, or municipality of the State in which the building or other public works is located. The prevailing rate of wages and the resolution of any disputes resulting therefrom shall be as prescribed by 8-16-101 CRS, as amended.

DISCRIMINATION AND AFFIRMATIVE ACTION

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

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 advertisings; 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 committment 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.

Form 6-AC-02C

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

COLORADO LABOR PREFERENCE

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

GENERAL

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

PAID IN FULL

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

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

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

THE NORTH POUDRE IRRIGATION COMPANY
(Full Legal Name)

Contractor By: Robert L. Stieben

Position (Title) President

Federal I.D. Number 84-0281680

(If Corporation:)

Attest: (Seal)

By Ben Dumler
Secretary

STATE OF COLORADO
RICHARD D. LAMM, GOVERNOR

By
EXECUTIVE DIRECTOR.
DAVID H. GETCHES

DEPARTMENT OF NATURAL RESOURCES

COLORADO WATER CONSERVATION BOARD

By David W. Walker

APPROVALS

ATTORNEY GENERAL DUANE WOODARD

By
A.M. SERVICE, JR.
First Assistant Attorney General
General Legal Services

CONTROLLER JAMES A. STROUP

By

*See instructions on reverse side.

EXHIBIT A

KRUBACK ENGINEERING ASSOCIATES, INC.

903 CLEVELAND AVENUE
LOVELAND, COLORADO 80537

667-8010 LOVELAND

493-8010 FT. COLLINS

CIVIL AND GEOTECHNICAL ENGINEERING • LAND SURVEYING • LAND PLANNING

RECEIVED
JUL 05 1985
COLORADO WATER CONSERVATION BOARD

June 28, 1985

P-84-3797

PAID IN FULL

Mr. Nick Ioannides
Colorado Water Conservation Board
1313 Sherman Street
Denver, Colorado 80216

RE: . . North Poudre Irrigation Company, Clark Lake Proposal for Feasibility Study

Dear Nick:

Concerning our proposal for the Feasibility Study for Clark Lake dated May 28, 1985, we do not plan to eliminate any of the work required in the "Guidelines" except those specifically indicated. All general information required for each chapter plus each item listed in the proposal will be included. In general, we plan to conduct and complete all work listed in the "Guidelines" as would be required to produce an acceptable report for this reservoir.

If you have any further questions, please feel free to call us.

Sincerely,

KRUBACK ENGINEERING ASSOCIATES, INC.

Duane H. Smith

Duane H. Smith, P.E.
Associate

DHS/em

cc: NPIC
Mr. Robert Stieben

EXHIBIT A

KRUBACK ENGINEERING ASSOCIATES, INC.

LOVELAND, COLORADO

PROPOSAL

FOR

ENGINEERING SERVICES

AT

CLARK LAKE

FOR

THE NORTH POUDRE IRRIGATION COMPANY

PROJECT NUMBER

P-84-3797

MAY 28, 1985

TABLE OF CONTENTS

PAID IN FULL

PREFACE

Kruback Engineering Associates, Inc. submits the following proposal for the "Feasibility Study" for the renovation of the dam impounding Clark Lake. This study will follow the "Guidelines" of the Colorado Water Conservation Board (CWCB) to determine the feasibility of the project with regard to economic and engineering justification. Our work plan will be directed to follow the outline of the CWCB; so as to provide a final report providing the required information for each of the eight (8) chapters listed in the "Guideline". Our work plan will, in general, be geared to ensure that:

(1) the project is responsive;

(2) the project as planned will adequately service the intended purposed;

(3) the services proposed to be performed throughout the project and the benefits it will produce will justify the cost;

(4) the project is consistent with the local, county, and state code requirements;

(5) and the project is planned, designed, and constructed with the future needs of the North Poudre Irrigation Company well in mind; so as to provide a facility that is not soon outdated or not needed in the near future.

In projects such as these, it is easy to become nearsighted and not adequately plan for the future but to only attack the current problems. It is our goal to plan the project and direct the conclusions toward providing a facility that will be responsive to the future needs of the shareholders of the North Poudre Irrigation Company.

WORK PLAN

The objective of our "Work Plan" is to provide a solid approach to the project and a schedule of activities to ensure an organized approach to the project. Our "Work Plan" will adhere to the following sequence.

1. Make an initial review of Clark Lake utilizing all existing information in order to identify problem areas and scope of work required.
2. Identify potentially critical conditions and initiate investigations to reach the primary conclusions in that regard.
3. Prepare a schedule of activities such that all parties will be informed as to how and when critical activities will be completed.
4. Develop alternate preliminary designs and quantity estimates as needed to identify the most satisfactory and economical design configuarations.
5. Prepare all maps, exhibits, and economic analyses as required to support the most feasible design configurations.
6. Prepare the "Feasibility Report" per the CWCB guidelines such that all information needed to make the final decisions on the project is provided and presented in a useable format.

APPROACH TO THE WORK

Our plan is to conduct a continuous process of coordination and analysis which will direct specific work activities toward achieving an optimum dam configuration while maximizing benefits. The premise is that we will assume no factors are favorable until an assumption is supported by all available data, particularly field investigations, and that each assumption has been reviewed by the North Poudre Irrigation Company and determined to be feasible from their point of view. After each component of study for a particular phase, a preliminary analysis will be briefed into a final report listing favorable and unfavorable circumstances with regard to the work.

The field investigation program that we recommend is to conduct borings in the dam area while installing piezometers and conducting the appropriate laboratory tests to verify the suitability of in situ soils materials. The borings in the dam area will include soils sampling, and drilling and sampling of the rock formations such that the geology of the formations may be verified. Permeability tests will be conducted to determine water loss through the formations by conducting falling head permeability tests in the open standpipe piezometers. High water losses are not expected in the overburden soils or the rock formation. Thus, water pressure permeability tests (packer tests) are not anticipated to be required. Laboratory permeability tests

will be conducted on the sand layer that is present in the dam foundation.

Our design report will provide information regarding recommendations to the North Poudre Irrigation Company by outlining the options considered, the investigation conducted, and the results of design analysis for each option.

SCOPE OF WORK

The scope of work involved will be as outlined in the "Guildelines" listed by the Colorado Water Conservation Board for the feasibility reports. The scope of work will be directed to provide all information required for all eight (8) chapters of the Colorado Water Conservation Board guidelines. A Cost estimate is attached which outlines the proposed scope of work and the associated costs broken down for each chapter of the feasibility report. Also included is a projected project schedule through submittal to the State Engineer's Office - Design Review Branch for review and approval. This schedule is based on initiation of the project by mid June, 1985 such that the Feasibility Report can be completed and submitted to the CWCB by October 1985.

PAID IN FULL

SCOPE OF WORK

FEASIBILITY REPORT FOR CLARK LAKE

CHAPTER I: GENERAL INFORMATION

Scope: All items listed in Chapter I, sections (a),(b), and (c) will be included in the report. The project map and location map will be derived from existing NPIC maps and/or USGS topographic maps. The climate information will be obtained from Colorado State University weather monitoring stations.

Cost:	Engineering - 5 hours @ $45.00	$ 225.00
	Drafting - 6 hours @ $28.00	168.00
	Report Preparation	77.00
	Subtotal	$ 470.00

Note: Report preparation includes miscellaneous costs of reproduction, reprographics, and typing.

CHAPTER II: THE DISTRICT

PAID IN FULL

Scope: All items listed in Chapter II, sections (a),(b),(c),(d), and (e) will be included in the report. Most of the information in items (a),(b),(c), and (e) will be taken from information supplied for Reservoir No. 15. Item (d) will be taken from NPIC's financial report for 1984.

Cost:	Engineering - 8 hours @ $45.00	$ 360.00
	Report Preparation	80.00
	Subtotal	$ 440.00

CHAPTER III: LAND

Scope: Items (a),(b), and (c) will be included in the scope of work. The land classification in item (a) will be taken from SCS maps and from data gathered for the Reservoir No. 15 report. Item (b) will be reproduced from existing North Poudre maps with their service area highlighted. Item (c) will be taken from the Feasibility Report for Reservoir No. 15.

Cost:	Engineering - 8 hours @ $45.00	$ 360.00
	Report Preparation	80.00
	Subtotal	$ 440.00

CHAPTER IV: WATER

Scope: Items (d),(e), and (f) will be included in the scope of work. Item (d) will be a summary of all water decrees for said reservoir and a description of priority dates. Item (e) will define the reservoir operation and the utilization of the water from the reservoir. Item (f) will briefly describe the quality of the water stored in the reservoir based on general principles rather than actual water quality testing. For Clark Reservoir, significant silting of the reservoir has occurred and this aspect will be studied in detail to predict future problems.

Cost:	Engineering - 40 hours @ $45.00	$ 1,800.00
	Report Preparation	75.00
	Subtotal	$ 1,875.00

CHAPTER V; PLAN OF DEVELOPMENT

Scope: Items (a) through (g) will all be included in the scope of work. This section will provide the most extensive and intensive portion of the Feasibility Report. This section provides the basis for which all the other chapters will fit together to provide an overall view of the feasibility of the project. Lack of information in this phase can distort the economic information contained in the other chapters and can distort the overall view of the "Feasibility" of the project. This section will contain all geotechnical, hydrologic, and structural design and details for the project. Cross-section surveying and several borings have been completed previously in other studies conducted on this reservoir dam. The scope of work proposed will be needed in addition to the existing data to finish the design.

Cost: Subsurface Investigation (4 additional borings)

$ 1,200.00

Installation of 3 piezometers $ 675.00

Laboratory Testing (consisting of consolidated-undrained triaxial tests, permeability tests, pinhole tests, classification tests, swell-consolidation tests, natural moistures and densities)

$ 4,250.00

Slope Stability Analysis

Engineering-12 hrs. @ $45.00	$	540.00
30 hrs. @ $30.00		900.00
Drafting - 6 hrs. @ $28.00		168.00
Report Preparation		92.00
	$	1,700.00

Seepage Study

Engineering-	36 hrs.	@ $30.00	$ 1,080.00
	12 hrs.	@ $45.00	540.00
Drafting -	10 hrs.	@ $28.00	280.00
			$ 1,900.00

Hydrology Study

Engineering-	48 hrs.	@ $45.00	$ 2,160.00
	28 hrs.	@ $30.00	840.00
			$ 3,000.00

Outlet and Spillway Design

Engineering-	24 hrs.	@ $30.00	$ 720.00

Geotechnical Report
(assemble all data from drilling, testing, and design together to provide a report of all phases of the geotechnical study)

Engineering-	24 hrs.	@ $45.00	$ 1,080.00
	26 hrs.	@ $34.00	884.00
Drafting -	18 hrs.	@ $28.00	504.00
Typing -	16 hrs.	@ $24.00	384.00
Report Preparation			148.00
			$ 3,000.00

PAID IN FULL

Subtotal $16,445.00

CHAPTER VI: ESTIMATED COSTS

Scope: Items (a),(b), and (c) will be considered in the scope of this report. This portion of the report will be developed based on the scope of work determined in Chapter V. Construction costs for each alternative considered will be developed based on present construction costs for similar types of construction. The cost estimates will be detailed to try to accurately describe the expected costs. Rough, highly inflated costs will not be the objective. Rather a good estimate that is an average of the costs actually expected. Contingencies will be developed as such and will not be included in the base estimate.

Cost:

Engineering -	10 hours @ $45.00	$ 450.00
	10 hours @ $30.00	300.00
Quantity Take-Offs-		
	28 hours @ $28.00	784.00
Report Preparation		111.00
	Subtotal	$ 1,645.00

CHAPTER VII: PROJECT EVALUATION

Scope: As stated in the "Guideline", the purpose of this chapter will be to provide a comprehensive Project Evaluation showing the project benefit and the ability of the NPIC to pay for the project. The benefit-cost ratios for the project will be developed for this chapter with a discussion of the general benefits of the project shown versus the consequences to the NPIC by not proceeding with the project. As the project's purpose is to secure NPIC water rights for Clark Lake and to ensure the safety of the reservoir dam, this is what the project evaluation will be directed toward. Although some benefit could be shown for possible future M & I water, benefit to Fish and Wildlife, Recreation, and Drainage, the primary purpose of Clark Lake is to provide irrigation water

thus the project evaluation will be limited to irrigation only.

Cost:	Engineering - 24 hours @ $45.00	$ 1,080.00
	Report Preparation	70.00
	Subtotal	$ 1,150.00

CHAPTER VIII: FINANCIAL PROGRAM

Scope: This chapter will address items (c) and (d) of the CWCB "Guidelines" to demonstrate the project feasibility. An explanation of NPIC's method of providing revenues and a detailed schedule will be developed to show NPIC's financial program to payout the project costs.

Cost:	Engineering - 20 hours @ $45.00	$ 900.00
	Report Preparation	75.00
	Subtotal	$ 975.00

GRAND TOTAL $23,440.00

PAID IN FULL

FEE SCHEDULE

Project Manager - Duane H. Smith	$ 45.00/hour
Geotechnical Engineer, P.E. - James R.Dubler	45.00/hour
Project Engineer, P.E. - Michael Keegan	40.00/hour
Project Surveyor, R.L.S. - David Poeschl	40.00/hour
Senior Engineer/Geologist - Thomas Finley	34.00/hour
Junior Engineer, E.I.T. - Catherine Kuchta	30.00/hour
Designer-Draftsman - Ernie Waterman Robert Sorensen Eugene Limon	28.00/hour
Laboratory Technician - Dan Krigbaum Steve Biegler	28.00/hour
Clerk/Typist - Jere Holmes	24.00/hour
Two-Man Survey Crew	54.00/hour
Three-Man Survey Crew	70.00/hour

PAID IN FULL

ROBERT L. STIEBEN, President

BEN DUMLER, Secretary Manager

EXHIBIT B

The North Poudre Irrigation Company

P. O. Box 100 Phone 568-3612 and 568-3966
Wellington, Colorado 80549

July 16, 1985

Colorado Water Conservation Board
Department of Natural Resources
721 State Centennial Bldg.
1313 Sherman Street
Denver, Colorado 80203

Attention: Nick Ionnides

Re: Renovation of Clark Reservoir

Gentlemen:

This is to indicate North Poudre is willing to pay one-half of the feasibility study for the rehabilitation of Clark Reservoir, not to exceed the sum of $11,720.00 unless further written authorization to spend above this amount is given by North Poudre. The reason for this limitation is that this is North Poudre's understanding of its share of the cost.

If the engineers believe that the cost of the study is going to be greater, we would want your approval of the increase, as you are obviously affected, and North Poudre would want to give written approval so that it knows at all times what its obligations are on the study and so there is no increase without the approval of the Colorado Water Conservation Board and North Poudre.

If you need further information from us with regard to this matter, please let me know promptly and send a copy to the attorneys for the company at the same time.

Very truly yours,

The North Poudre Irrigation Co.

Robert L. Stieben

Robert L. Stieben, President

RLS:geb
cc: Hill, Hill and Manges, P.C.
The North Poudre Irrigation Co.

EXHIBIT B

Repayment Schedule Clark Lake Dam

Principal $500,000.00 Payment $29,140.00
Interest 5.00%
Term 40 Years

Year	Principal	Payment	Interest Repayment	Principal Repayment
1	$500,000.00	$29,140.00	$25,001.15	$4,138.85
2	495,861.15	29,140.00	24,794.20	4,345.80
3	491,515.35	29,140.00	24,576.90	4,563.10
4	486,953.25	29,140.00	24,348.73	4,791.27
5	482,160.99	29,140.00	24,109.16	5,030.84
6	477,130.15	29,140.00	23,857.61	5,282.39
7	471,847.75	29,140.00	23,593.48	5,546.52
8	466,301.23	29,140.00	23,316.14	5,823.86
9	460,477.37	29,140.00	23,024.93	6,115.07
10	454,362.29	29,140.00	22,719.16	6,420.84
11	447,941.46	29,140.00	22,398.11	6,741.89
12	441,199.56	29,140.00	22,060.99	7,079.01
13	434,120.56	29,140.00	21,707.03	7,432.97
14	426,687.58	29,140.00	21,335.36	7,804.64
15	418,882.95	29,140.00	20,945.11	8,194.89
16	410,688.06	29,140.00	20,535.35	8,604.65
17	402,083.41	29,140.00	20,105.10	9,034.90
18	393,048.51	29,140.00	19,653.33	9,486.67
19	383,561.84	29,140.00	19,178.98	9,961.02
20	373,600.81	29,140.00	18,680.90	10,459.10
21	363,141.71	29,140.00	18,157.92	10,982.08
22	352,159.64	29,140.00	17,608.79	11,531.21
23	340,628.43	29,140.00	17,032.21	12,107.79
24	328,520.64	29,140.00	16,426.79	12,713.21
25	315,807.43	29,140.00	15,791.10	13,348.90
26	302,458.52	29,140.00	15,123.62	14,016.38
27	288,442.16	29,140.00	14,422.77	14,717.23
28	273,724.92	29,140.00	13,686.88	15,453.12
29	258,271.80	29,140.00	12,914.18	16,225.82
30	242,045.98	29,140.00	12,102.86	17,037.14
31	225,008.84	29,140.00	11,250.96	17,889.04
32	207,119.80	29,140.00	10,356.47	18,783.53
33	188,336.27	29,140.00	9,417.25	19,722.75
34	168,613.51	29,140.00	8,431.06	20,708.94
35	147,904.58	29,140.00	7,395.57	21,744.43
36	126,160.15	29,140.00	6,308.30	22,831.70
37	103,328.44	29,140.00	5,166.66	23,973.34
38	79,355.10	29,140.00	3,967.94	25,172.06
39	54,183.04	29,140.00	2,709.28	26,430.72
40	27,752.32	29,140.00	1,387.68	27,752.32

PAID IN FULL

3200E

SCHEDULE A
COLORADO WATER CONSERVATION BOARD
CONSTRUCTION FUND PROGRAM PROCEDURES

1. Board approval of engineering firm and engineering agreement between engineering firm and project sponsor.

2. Preparation of detailed plans and specifications for authorized projects by consulting engineering firm.

3. Approval of detailed plans and specifications by Board staff (plans and specifications for storage dams and reservoirs must also be approved by State Engineer's office).

4. Board staff approval of bidding for the project. Board staff present at bid opening for construction.

5. Project sponsor may issue the notice of award and the notice to proceed with construction to the contractor (both notices must be approved by the Board staff before they are issued).

6. Conduct a pre-construction conference. Approval of construction schedule by Board staff.

7. Construction commences. The Board staff makes periodic inspections during construction. All change orders must be approved by the Board staff in advance and before any construction on change items can commence. Emergency items cleared by telephone.

8. The consulting engineer certifies that the project has been completed according to approved drawings and specifications and arranges for final inspection.

9. Final inspection and acceptance of as-built project by Board staff.

10. Submittal of as-built drawings to Board staff for approval and filing.