



COLORADO

Colorado Water Conservation Board

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

January 29, 2025

Logan County Public Trustee
315 Main Street
Sterling, CO 80751

Subject: Releases of Deeds of Trust
Contract No. C150191

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

Thank you for your assistance in this matter.

Sincerely,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section
jessica.halvorsen@state.co.us

Enclosures



Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

January 15, 2025

Date

(1) BCK Heath Property, LLC, (2) AP Springer Farms, LLC, (3) Jack L. Cox Trust, (4) Mark A. Kross, (5) Stephanie A. Mokler, (6) June I. Kross, (7) Robert V. Sanderson all on behalf of Buffalo Farms Water Development, LLC

Original Grantor (Borrower)

5638 Ridgeway Drive

Current Address of Original Grantor, Assuming Party, or Current Owner

Fort Collins, CO 80528

☐ Check here if current address is unknown

Colorado Water Conservation Board

Original Beneficiary (Lender)

January 6, 2006

Date of Deed of Trust

September 18, 2006

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

678735

Recording Information

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

TO THE PUBLIC TRUSTEE OF

Logan

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, Room 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, Room 718, Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before me on 1-15-25 (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

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

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)



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Deed of Trust

DATE: January 6, 2006

GRANTORS: (1) BCK Heath Property, LLC
(2) AP Springer Farms, LLC
(3) Jack L. Cox Trust
(4) Mark A. Kross
(5) Stephanie A. Mokler
(6) June I. Kross
(7) Robert V. Sanderson
all on behalf of
Buffalo Farms Water Development, LLC

BENEFICIARY: COLORADO WATER CONSERVATION BOARD

COUNTY: LOGAN

PRINCIPAL LOAN AMOUNT: \$277,245

LOAN CONTRACT: Loan Contract No. C150191, dated January 1, 2005,
and amended January 6, 2006

TERMS OF REPAYMENT: 2.25% per annum for 20 years

COLLATERAL: An undivided one-hundred percent interest in a parcel
known as 10678 U.S. Highway 6, Merino, Colorado,
covering approximately five acres, located in the NE¼
of Section 26, Township 6 North, Range 54 West of the
6th P.M., Logan County, Colorado; more particularly
described as follows: commence at NW corner of NE¼
of Section 26; thence N88D45'36"E 162.44'; thence
S7D14'15"W 704.96'; thence S1D56'15"E 81.80' to the
point of beginning; then S89D17'20"E 655.75'; thence
S0D42'40"W 336.20'; thence N89D17'20"W 640.19';
thence N1D56'15"W 336.56' to point of beginning 26-
06-54.

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

FACTUAL RECITALS

1. The GRANTORS, except for Jack L. Cox Trust, are members of Buffalo Farms Water Development, LLC ("BORROWER"). Grantor Jack L. Cox Trust is not a Borrower or Guarantor of the Loan Contract No. C150191. The BORROWER has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with TERMS OF REPAYMENT and in accordance with the Promissory Note or until loan is paid in full.
2. The GRANTORS are desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

Appendix F

Loan Contract C150191 Amendment No. 1



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The GRANTORS, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

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

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

Until payment in full of the indebtedness, the GRANTORS shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

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

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense

Appendix F

Loan Contract C150191 Amendment No. 1



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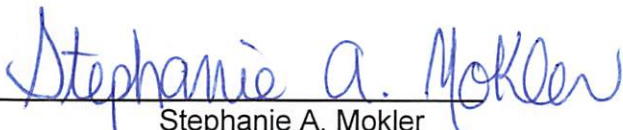
thereof; that all the covenants and agreements contained herein and in the Promissory Note and LOAN CONTRACT shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Executed the day and date first written above.

GRANTOR: Mark A. Kross

By 
Mark A. Kross

GRANTOR: Stephanie A. Mokler

By 
Stephanie A. Mokler

GRANTOR: June I. Kross

By 
June I. Kross

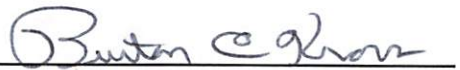
GRANTOR: Robert V. Sanderson

By 
Robert V. Sanderson

GRANTOR: Jack L. Cox Trust

By 
Jack L. Cox, Trustee

GRANTOR: BCK Heath Property, LLC, a Colorado limited liability company

By 
Burton C. Kross, Manager and Sole Member



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GRANTOR: AP Springer Farms LLC, a Colorado limited liability company

By

Adam Springer, Manager
Adam Springer, Manager

County of Larimer

)

) ss

State of Colorado

)

The foregoing instrument was acknowledged before me this 31 day of January, 2006, by Mark A. Kross, Stephanie A. Mokler, June I. Kross, Robert V. Sanderson, Jack L. Cox, and Burton C. Kross. Witness my hand and official seal.

Melissa Unter

Notary Public

My commission expires

8/6/2006

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My Commission Expires 8/6/2006

Appendix F
Loan Contract C150191 Amendment No. 1



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GRANTOR: AP Springer Farms LLC, a Colorado limited liability company

Attest:

By

Phillip Springer
Phillip Springer, Member

County of BRAZOS

)

) ss

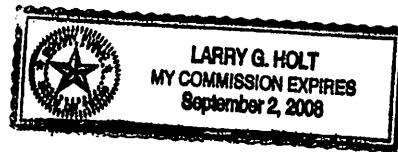
State of Texas

)

The foregoing signature was acknowledged before me this 31 day of JULY, 2006, by Phillip Springer as Member of AP Springer Farms, LLC. Witness my hand and official seal.

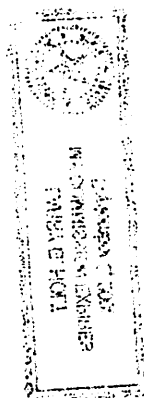
Larry G. Holt Notary Public

My commission expires _____



#3

58



Rein Enns.

#26 SCANNED, INDEXED
AND COMPARED

9:45

Colorado Water Conservation Board
1580 Larimer Street Suite 250
Denver CO 80202

PROMISSORY NOTE

Date: January 6, 2006
Borrower: Buffalo Farms Water Development, LLC
Principal Amount: \$277,245
Interest Rate: 2.25% per annum
Term of Repayment: 20 years
Loan Contract No.: C150191, dated January 1, 2005
Loan Payment: \$17,367.20
Payment Initiation Date*: August 1, 2006
Maturity Date*: August 1, 2026

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

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this promissory note.
2. This Promissory Note replaces and supersedes the Promissory Note dated January 1, 2005, in the principal amount of \$195,435.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1580 Logan Street, Suite 750, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.

PAID IN FULL

Appendix B Loan Contract C150191 Amendment No. 1

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

BORROWER:

(SEAL)

By D. Kevin Vollmer
D. Kevin Vollmer, Manager

Attest:

By Michael Goss
Michael Goss, Manager

PAID IN FULL

Appendix B
Loan Contract C150191 Amendment No. 1

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

January 15, 2025

Buffalo Farms Water Development, LLC

5638 Ridgeway Drive

Fort Collins, CO 80528

☐ Check here if current address is unknown

Colorado Water Conservation Board

January 1, 2005

September 18, 2006

678734

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

Date

Original Grantor (Borrower)

Current Address of Original Grantor,
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

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

Recording Information

TO THE PUBLIC TRUSTEE OF

Logan

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, Room 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, Room 718, Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on 1-15-25 (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

Signature/Date

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

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

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



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Deed of Trust

DATE: January 1, 2005
GRANTOR: BUFFALO FARMS WATER DEVELOPMENT, LLC
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: LOGAN
PRINCIPAL LOAN AMOUNT: \$195,435
LOAN CONTRACT: Loan Contract No. C150191, dated January 1, 2005
TERMS OF REPAYMENT: 2.25% per annum for 20 years
COLLATERAL: TWO ITEMS OF PLEDGED PROPERTY:

- 1) A 14% interest in those augmentation water benefits that are generated by the Buffalo Farms Water Development, LLC Recharge Project, the subject of this Loan Contract, except that the annual augmentation water benefits conveyed shall not exceed the actual the amount of augmentation water needed to fully cover the depletions of the well located on the property consisting of approximately 128 acres and more particularly described in the DEED OF TRUST, APPENDIX 5A to the LOAN CONTRACT. All operation and maintenance expenses for the Buffalo Farms Water Development, LLC Recharge Project shall be the responsibility of Buffalo Farms Water Development, LLC; and
- 2) A 14% interest in the PROJECT, the subject of this Loan Contract, including the recharge well, pipe, pipeline appurtenances, and related easements and rights-of-way.

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

FACTUAL RECITALS

3. The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with TERMS OF REPAYMENT and in accordance with the Promissory Note or until loan is paid in full.
4. The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

To have and to hold the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of said Promissory Note, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said Promissory Note or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the



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proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said Promissory Note, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

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

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

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

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

Executed the day and date first written above.

DEBTOR: Buffalo Farms Water Development,
LLC, a Colorado limited liability
company


SEAL

By D. Kevin Vollmer
D. Kevin Vollmer, Manager



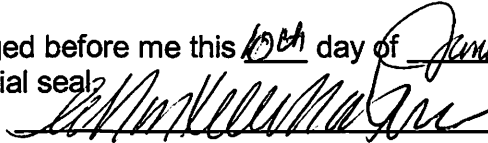
678734 09/18/2006 09:43A B966 P790 DT
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ATTEST:

By 
Michael Goss, Manager

County of Logan)
State of Colorado) SS

The foregoing instrument was acknowledged before me this 10th day of January 2005, by Michael Goss. Witness my hand and official seal.

 Notary Public

My commission expires 12-19-06

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



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AMENDMENT NO. 1 TO DEED OF TRUST

Date: January 6, 2006
Grantor (Borrower): Buffalo Farms Water Development, LLC
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: January 1, 2005
County of Recording ("County"): Logan
Loan Contract: C150191, dated January 1, 2005,
amended January 6, 2006
Promissory Note: \$277,245, 2.25%, 20 Years, dated
January 6, 2006

This Amendment to the Deed of Trust is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust, Appendix 5b to Contract No. 150191 dated January 1, 2005, secured repayment of the indebtedness evidenced by Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Based upon increases in construction costs, Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the revised loan payment amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. Paragraph 3 of the Original Deed of Trust is hereby amended to read as follows:

The Grantor has executed a Promissory Note dated January 6, 2006, to secure the repayment of the indebtedness evidenced by Contract No. C150191, dated January 6, 2006, as amended on January 6, 2006 for the total principal sum of \$277,245, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1580 Logan Street, Suite 750, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.



678734 09/18/2006 09:45A B966 P790 DT
5 of 5 R 26.00 D 0.00 N 0.00 Logan County CO

Executed on the date first written above.



By D. Kevin Vollmer
D. Kevin Vollmer, Manager

ATTEST:

By Michael Goss
Michael Goss, Manager

County of ~~Logan~~ MORGAN)
) SS
State of Colorado)

The foregoing instrument was acknowledged before me this 23 day of JAN. 2006, by D. Kevin Vollmer and Michael Goss, as Managers. Witness my hand and official seal.

Patricia A. Harver Notary Public

My commission expires 02-16-06

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



#2.

Retn Envr.

SCANNED, INDEXED
AND COMPARED

#26

9:45

Colorado Water Conservation Board
1580 Logan Street Suite 150
Denver CO 80203

PROMISSORY NOTE

Partial Release
Executed on this Note and
Deed of Trust on 3-17-2021
Antonia Bartlett
Public Trustee/Deputy
Logan County, Co.

Date: January 1, 2005
Borrower: Buffalo Farms Water Development, LLC
Principal Amount: \$195,435
Interest Rate: 2.25% per annum
Term of Repayment: 20 years
Loan Contract No.: C150191, dated January 1, 2005
Loan Payment: \$12,242.45
Payment Initiation Date*: _____
Maturity Date*: _____

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

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

Appendix 2 to Loan Contract C15X

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

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

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

BORROWER: Buffalo Farms Water
Development, LLC, a Colorado limited liability
company

(SEAL)

By D. Kevin Vollmer
D. Kevin Vollmer, Manager

Attest:

By Michael Goss
Michael Goss, Manager

PAID IN FULL

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

January 15, 2025

Michael J. and Tamara R. Goss

5638 Ridgeway Drive

Fort Collins, CO 80528

☐ Check here if current address is unknown

Colorado Water Conservation Board

January 1, 2005

September 18, 2006

678733

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

Date

Original Grantor (Borrower)

Current Address of Original Grantor,
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

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

Recording Information

TO THE PUBLIC TRUSTEE OF

Logan

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, Room 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, Room 718, Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on 1-15-25 (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

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

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

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

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

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

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

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



678733 09/18/2006 09:45A B966 P789 DT
1 of 6 R 31.00 D 0.00 N 0.00 Logan County CO

Deed of Trust

Partial Release

Executed on this Note and

Deed of Trust on

Public Trustee/Deputy
Logan County, Co.

3-17-2021
Antonia Bartlett

DATE: January 1, 2005
GRANTOR: MICHAEL J. AND TAMARA R. GOSS
BENEFICIARY: COLORADO WATER CONSERVATION BOARD
COUNTY: LOGAN
PRINCIPAL LOAN AMOUNT: \$195,435
LOAN CONTRACT: Loan Contract No. C150191, dated January 1, 2005
TERMS OF REPAYMENT: 2.25% per annum for 20 years
COLLATERAL: An undivided one-hundred percent interest in certain real property comprising approximately 134 acres of sprinkler-irrigated farmland located in W1/2SW1/4 Section 13, E1/2NE1/4SE1/4 of Section 14, and W1/2NW1/4 of Section 24, T6N, R54W, 6th P.M., Logan County, Colorado, as more particularly described in Attachment 1.

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

FACTUAL RECITALS

1. The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with TERMS OF REPAYMENT and in accordance with the Promissory Note or until loan is paid in full.
2. The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

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

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all

rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

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

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

Executed the day and date first written above.

Michael Goss, a Colorado individual

By Michael J. Goss
Michael J. Goss

Tamara R. Goss, a Colorado individual

By Tamara R. Goss
Tamara R. Goss

(SEAL)

County of Logan

)
) SS
)

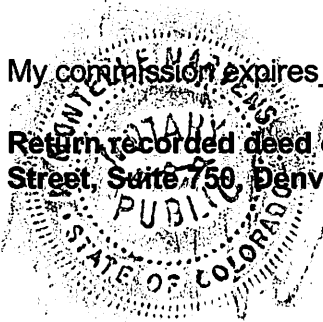
State of Colorado

The foregoing instrument was acknowledged before me this 10th day of January 2005, by Michael Goss and Tamara R. Goss. Witness my hand and official seal.

Michael J. Goss Notary Public

My commission expires 12-19-06

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





678733 09/18/2006 09:45A B966 P789 DT

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Attachment 1

Deed of Trust dated January 1, 2005

Grantor: Michael J. and Tamara R. Goss

Beneficiary: Colorado Water Conservation Board

DESCRIPTION OF COLLATERAL

The tract of land located in the Southwest $\frac{1}{4}$ of Section 13, the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 14, and in the Northwest $\frac{1}{4}$ of Section 24, all in Township 6 North, Range 54 West, of the 6th Principal Meridian, Logan County, Colorado and being more particularly described as follows:

Beginning at the Northwest corner of said Section 24 and considering the West line of the Northwest $\frac{1}{4}$ of Section 24 to bear North $00^{\circ}42'40''$ West with all bearings herein relative thereto:

Thence North $01^{\circ}09'22''$ West, 509.91 Feet;

Thence North $43^{\circ}15'23''$ West, 487.39 Feet;

Thence North $10^{\circ}01'47''$ West, 761.90 Feet;

Thence North $00^{\circ}02'15''$ West, 1016.87 Feet;

Thence North $89^{\circ}58'21''$ East, 465.48 Feet;

Thence South $71^{\circ}28'13''$ East, 158.22 Feet;

Thence North $89^{\circ}53'58''$ East, 923.67 Feet;

Thence South $06^{\circ}07'35''$ East, 2578.61 Feet;

Thence South $88^{\circ}45'08''$ East, 205.97 Feet;

Thence South $24^{\circ}49'30''$ West, 435.81 Feet;

Thence South $28^{\circ}19'50''$ West, 220.09 Feet;

Thence South $35^{\circ}08'37''$ West, 703.22 Feet;

Thence South $35^{\circ}10'46''$ West, 1096.33 Feet;

Thence North $88^{\circ}16'03''$ West, 193.54 Feet to a point on the West line of the Northwest $\frac{1}{4}$ of said Section 24;

Thence along said West line of the Northwest $\frac{1}{4}$ of Section 24, North $00^{\circ}42'40''$ West, 2039.61 Feet to the point of beginning.

The above described tract contains 133.776 acres, more or less.

Note: The above described survey is taken from an Area Survey dated January 13, 2005 by Robert D. Thomas, P.L.S. 11399, and incorporated by reference into the Colorado Water Conservation Board Loan Contract No. C150191, dated January 1, 2005



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AMENDMENT NO. 1 TO DEED OF TRUST

Date: January 6, 2006
Grantor (Borrower): Michael J. and Tamara R. Goss
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: January 1, 2005
County of Recording ("County"): Logan
Loan Contract: C150191, dated January 1, 2005,
amended January 6, 2006
Promissory Note: \$277,245, 2.25%, 20 Years, dated
January 6, 2006

This Amendment to the Deed of Trust is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust, Appendix 5a to Contract No. 150191 dated January 1, 2005, secured repayment of the indebtedness evidenced by Loan Contract and Promissory Note between the Grantor and the Beneficiary.

Based upon increases in construction costs, Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the revised loan payment amount.

NOW THEREFORE, the CWCB and Grantor agree that:

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

The Grantor, through the Buffalo Farms Water Development, LLC, an entity of which the Grantor is a member, has executed a Promissory Note dated January 6, 2006, to secure the repayment of the indebtedness evidenced by Contract No. C150191, dated January 6, 2006, as amended on January 6, 2006 for the total principal sum of \$277,245, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1580 Logan Street, Suite 750, Denver, CO 80203, payable in 20 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

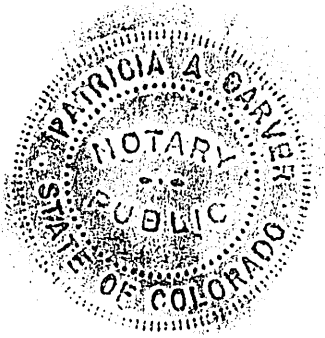
Appendix D

Loan Contract C150191 Amendment No. 1



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6 of 6 R 31.00 D 0.00 N 0.00 Logan County CO

Executed on the date first written above.



Michael Goss, a Colorado individual

By

Michael J. Goss
Michael J. Goss

Tamara R. Goss, a Colorado individual

By

Tamara R. Goss
Tamara R. Goss

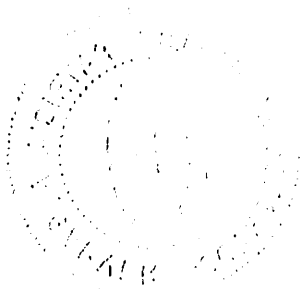
County of ~~Logan~~ MORGAN)
) SS
State of Colorado)

The foregoing instrument was acknowledged before me this 23 day of Jan.
2006, by Michael Goss and Tamara R. Goss. Witness my hand and official seal.

Patricia A. Carver Notary Public

My commission expires 02-16-06

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



#1

6p

Rtln Ensn

#31. ✓ SCANNED, INDEXED
AND COMPARED

9:45

Colorado Water Conservation Board
1580 Logan Street, Suite 750
Denver CO 80203.