

OPTION LETTER

State Agency

Colorado Department of Natural Resources
Colorado Water Conservation Board (CWCB)
1313 Sherman St., Room 718
Denver, CO 80203

Contract Performance Beginning Date

June 16, 2021

Current Contract Expiration Date

May 01, 2055

Borrower

Rio Grande Water Conservation District
Subdistrict Number 5 acting by and through the
water activity enterprise for Subdistrict Number
5

Current Contract Maximum Amount

Total for All State Fiscal Years	\$6,079,509.41
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Option Letter Number

1

Original Contract Number

CMS 167659
CT2021-3846

Option Contract Number

CMS 198791

1. OPTIONS:

- A. Option to decrease total Contract amount and revise Contract expiration date upon CWCB *Notice of Project Substantial Completion*.

2. REQUIRED PROVISIONS:

- A. The amount of the current Loan Contract Amount is decreased by \$690.59 from \$6,080,200.00 to \$6,079,509.41 in consideration of substantial completion of the Project. The Total Loan Amount is hereby modified accordingly.
- B. This Change does not include a change to the annual payment and interest rate.
- C. This Option Letter and supporting documentation shall become part of and be incorporated into this Contract for the total duration of the Loan Contract.
- D. This Option Letter include the written *Notice of Project Substantial Completion*.
- E. The Contract Maximum Amount on the Contract Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO

Jared S. Polis, Governor
Colorado Department of Natural Resources
Colorado Water Conservation Board (CWCB)



By: Kirk Russell, P.E., Section Chief

Date: April 28, 2025 | 3:22 PM MDT

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD



By: Ion Cotsapas, DNR Contracts Director

Option Effective Date: April 30, 2025 | 1:20 PM MDT

In accordance with §24-30-202, C.R.S., this Option is
not valid until signed and dated above by the State
Controller or an authorized delegate.



COLORADO

Colorado Water Conservation Board

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

April 15, 2025

Mr. Chris Ivers, Program Manager
Rio Grande Water Conservation District - Subdistrict No. 5
8805 Independence Way
Alamosa, CO 81101
chris@rgwcd.org

Re: Saguache Pipeline Project
Loan Contract Number CT2021-3846

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Ivers:

This letter is to advise you that the Project referenced above will be substantially completed on May 1, 2025. In accordance with the Loan Contract, the Rio Grande Water Conservation District, Special Improvement District Number 5 (Subdistrict No. 5) owes \$95,543.42 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). Please make this "interest only payment" check payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check. Mail it to the address above, attention Mimi Winter.

The final total loan amount under this contract is \$6,079,509.41 (\$6,019,316.25 plus \$60,193.16 for the 1% service fee). An adjustment in the amount of \$690.59 will be made to the contract for funds no longer needed; however, the annual payment will remain as shown on the original Promissory Note. Kaylee Salazar, Contracts Manager, will follow up with an executed 'Option Letter' reflecting the adjusted amount. The first annual loan payment will be due on May 1, 2026, in the amount of \$242,539.37 as presented in the attached Loan Repayment Schedule and Promissory Note.

Please note, in accordance with the Borrower's Loan Contract, audited annual financials must be submitted to the CWCB and a Reserve Account must be maintained during the entire repayment period.

It has been a pleasure working with you on the successful completion of this project. Please don't hesitate to contact us if you have any questions. Amended

Sincerely,

Kirk Russell, P.E. Chief
CWCB Finance Section

Loan Contract Amount = \$6,080,200.00
Final Total Loan Amount = \$6,079,509.41

cc: Nathan Coombs, CWCB Board Member, Rio Grande River Basin



Colorado Water Conservation Board
Project Expenditure Schedule

Saguache Pipeline

**Rio Grande Water Conservation District Subdistrict
No. 5
8805 Independence Way
Alamosa , CO 81101
c/o Chris Ivers**

**Ph. 719-588-4585
Fax
chris@rgwcd.org**

	Original	Amended	Final
Loan Contract No.:	CT2021-3846		
Authorization:	\$4,892,440.00	\$6,080,200.00	
Contract Amount	\$4,844,000.00	\$6,020,000.00	\$ 6,019,316.25
Loan Service Fee %	1.00%	1.00%	
Loan Service Fee	\$48,440.00	\$60,200.00	\$ 60,193.16
Total Loan Amount	\$4,892,440.00	\$ 6,080,200.00	\$ 6,079,509.41
Interest:	1.20%	1.20%	1.20%
Term (Years):	30	30	30
Conditions:	Up to 100%		0
IDC Calculation Date:	5/1/2025		

Substantial Completion Date

5/1/2025

Contract Expires:

6/16/2026

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 6,080,200.00		
1	4/10/2023	Hazard Ranch Land Purchase	\$ 2,529,770.19	\$ 2,529,770.19	\$ 3,550,429.81	\$ 62,544.24	\$ 62,544.24
2	4/27/2023	Powerline Installation	\$ 286,423.06	\$ 2,816,193.25	\$ 3,264,006.75	\$ 6,921.24	\$ 69,465.48
3	10/2/2023	Construction	\$ 60,623.00	\$ 2,876,816.25	\$ 3,203,383.75	\$ 1,150.01	\$ 70,615.49
4	8/1/2024	Water rights purchase - North Star Farms	\$ 2,469,000.00	\$ 5,345,816.25	\$ 734,383.75	\$ 22,160.12	\$ 92,775.61
5	12/27/2024	Well drilling & Installation	\$ 673,500.00	\$ 6,019,316.25	\$ 60,883.75	\$ 2,767.81	\$ 95,543.42
CT	5/1/2025	Contract Adjustment - Funds not needed	(\$ 690.59)	\$ 6,019,316.25	\$ 60,193.16	-	\$ 95,543.42
Final	5/1/2025	Loan Service Fee @ 1%	\$ 60,193.16	\$ 6,079,509.41	(\$ 0.00)	-	\$ 95,543.42

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COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

Loan Repayment Schedule

Borrower | Rio Grande Water Conservation District

Loan Contract Number | CT2021-3846

FINAL Loan Amount | \$6,019,316.25

1% Service Fee | \$60,193.16

Interest During Construction Added | \$0.00

FINAL Total Loan Amount | \$6,079,509.41

Interest Rate | 1.200000 %

Term | 30

First Payment Due | May 1, 2026

Annual Payment Amount | \$242,539.37

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee / IDC	05/01/2025	\$0.00	\$-60,193.16	\$0.00	\$60,193.16	\$6,079,509.41
Due Pmt	05/01/2026	\$242,539.37	\$169,585.26	\$72,954.11	\$0.00	\$5,909,924.15
Due Pmt	05/01/2027	\$242,539.37	\$171,620.28	\$70,919.09	\$0.00	\$5,738,303.87
Due Pmt	05/01/2028	\$242,539.37	\$173,679.72	\$68,859.65	\$0.00	\$5,564,624.15
Due Pmt	05/01/2029	\$242,539.37	\$175,763.88	\$66,775.49	\$0.00	\$5,388,860.27
Due Pmt	05/01/2030	\$242,539.37	\$177,873.05	\$64,666.32	\$0.00	\$5,210,987.22
Due Pmt	05/01/2031	\$242,539.37	\$180,007.52	\$62,531.85	\$0.00	\$5,030,979.70
Due Pmt	05/01/2032	\$242,539.37	\$182,167.61	\$60,371.76	\$0.00	\$4,848,812.09
Due Pmt	05/01/2033	\$242,539.37	\$184,353.62	\$58,185.75	\$0.00	\$4,664,458.47
Due Pmt	05/01/2034	\$242,539.37	\$186,565.87	\$55,973.50	\$0.00	\$4,477,892.60
Due Pmt	05/01/2035	\$242,539.37	\$188,804.66	\$53,734.71	\$0.00	\$4,289,087.94
Due Pmt	05/01/2036	\$242,539.37	\$191,070.31	\$51,469.06	\$0.00	\$4,098,017.63
Due Pmt	05/01/2037	\$242,539.37	\$193,363.16	\$49,176.21	\$0.00	\$3,904,654.47
Due Pmt	05/01/2038	\$242,539.37	\$195,683.52	\$46,855.85	\$0.00	\$3,708,970.95
Due Pmt	05/01/2039	\$242,539.37	\$198,031.72	\$44,507.65	\$0.00	\$3,510,939.23
Due Pmt	05/01/2040	\$242,539.37	\$200,408.10	\$42,131.27	\$0.00	\$3,310,531.13
Due Pmt	05/01/2041	\$242,539.37	\$202,813.00	\$39,726.37	\$0.00	\$3,107,718.13
Due Pmt	05/01/2042	\$242,539.37	\$205,246.75	\$37,292.62	\$0.00	\$2,902,471.38
Due Pmt	05/01/2043	\$242,539.37	\$207,709.71	\$34,829.66	\$0.00	\$2,694,761.67
Due Pmt	05/01/2044	\$242,539.37	\$210,202.23	\$32,337.14	\$0.00	\$2,484,559.44
Due Pmt	05/01/2045	\$242,539.37	\$212,724.66	\$29,814.71	\$0.00	\$2,271,834.78
Due Pmt	05/01/2046	\$242,539.37	\$215,277.35	\$27,262.02	\$0.00	\$2,056,557.43
Due Pmt	05/01/2047	\$242,539.37	\$217,860.68	\$24,678.69	\$0.00	\$1,838,696.75
Due Pmt	05/01/2048	\$242,539.37	\$220,475.01	\$22,064.36	\$0.00	\$1,618,221.74
Due Pmt	05/01/2049	\$242,539.37	\$223,120.71	\$19,418.66	\$0.00	\$1,395,101.03
Due Pmt	05/01/2050	\$242,539.37	\$225,798.16	\$16,741.21	\$0.00	\$1,169,302.87
Due Pmt	05/01/2051	\$242,539.37	\$228,507.74	\$14,031.63	\$0.00	\$940,795.13
Due Pmt	05/01/2052	\$242,539.37	\$231,249.83	\$11,289.54	\$0.00	\$709,545.30
Due Pmt	05/01/2053	\$242,539.37	\$234,024.83	\$8,514.54	\$0.00	\$475,520.47
Due Pmt	05/01/2054	\$242,539.37	\$236,833.12	\$5,706.25	\$0.00	\$238,687.35
Due Pmt	05/01/2055	\$241,551.60	\$238,687.35	\$2,864.25	\$0.00	\$0.00

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**Appendix A, Amendment No. 1 to Loan Contract CT2021-3846
Amendment to Promissory Note**

Date: 3/16/, 2023
 Borrower: Rio Grande Water Conservation District, Subdistrict Number 5
 acting by and through the water activity enterprise for Subdistrict Number 5
 Total Loan Amount: \$6,080,200.00
 Interest Rate: 1.20% per annum
 Term: Thirty (30) years or until loan is paid in full
 Loan Contract No.: CT2021-3846
 Annual Loan Payment: \$242,539.37
 Payment Initiation Date: 5/1/2025
 (to be filled in at Substantial Completion of Project)
 Maturity Date: 5/1/2055
 (to be filled in at Substantial Completion of Project)

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 Amendment to Promissory Note (Note).

1. This Note, in the **revised loan amount of \$6,080,200.00**, shall replace and supersede the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of 4,892,440.00.
2. Principal and interest shall be payable in equal Annual Loan Payments, as set forth above, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street Room 718, 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 Loan Payment within sixty (60) calendar days of the due date. At the discretion of the CWCB, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCB. CWCB will review the request from the Borrower, and may, in its sole discretion, choose to waive the late fee.
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 ("Security Instrument") of even date and amount and cover certain revenues 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 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 sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.
9. The Borrower hereby agrees 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.

Rio Grande Water Conservation District,
Subdistrict Number 5
acting by and through the water activity
enterprise for Subdistrict Number 5

Attest:

By Amber Pacheco
Signature

Name Amber Pacheco

Title Deputy General Manager

Date 3/16/2023

By Chris Ivers
Signature

Name Chris Ivers

Title Program Manager

Date 3/16/2023



COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

Saguache Pipeline Project
Rio Grande Water Conservation District
Subdistrict No. 5
Substantially Complete May 1, 2025

The Project included the purchase of water rights for use under the Subdistrict's Annual Replacement Plan. Water pumped under the purchased rights is transported through a pipeline which allows for augmentation directly into Saguache Creek.



Project Description

The Rio Grande Water Conservation District, Special Improvement District Number 5 (Subdistrict No. 5) purchased agricultural water rights associated with four irrigation wells historically used for center pivot irrigation by North Star Farms. The Subdistrict will use these water rights as a source of augmentation water, which is required under Subdistrict's Annual Replacement Plan due to groundwater pumping within the Subdistrict. The Subdistrict currently serves approximately 246 wells within the Subdistrict's boundaries.

In addition to the purchase of water rights, under the Project the Subdistrict also installed a new groundwater well to pump the water at a location better suited for augmentation. Construction included approximately 725 feet of pipeline to allow for delivery of the augmentation water directly into Saguache Creek.

P R O J E C T D A T A		
<i>Sponsor:</i> Rio Grande Water Conservation District - Subdistrict No. 5	<i>County:</i> Saguache	<i>Water Source:</i> Saguache Creek
<i>Type of Project:</i> Water Right Purchase	<i>Board Approval Date:</i> March 2021	
<i>Loan Terms:</i> 30yrs @ 1.20% (Original) \$4,892,440 (Amended) \$6,080,200 (Final) \$6,079,509.41		
<i>Design Engineer:</i> Davis Engineering		
<i>Contractor:</i> Cooper Drilling & Robbins Construction		

Certificate Of Completion

Envelope Id: C3FA9CEA-0573-40D0-B112-04365DE2715D

Status: Completed

Subject: DNR Pre-Review/Approval: CMS 198791, CT2021-3846, OL#1, RGWCD Sub. 5-Saguache Pipeline Project

Source Envelope:

Document Pages: 9

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelopeld Stamping: Enabled

IP Address: 10.103.81.9

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Record Tracking

Status: Original

Holder: Kaylee Salazar

Location: DocuSign

4/28/2025 11:45:44 AM

kaylee.salazar@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: DNR

Location: Docusign

Signer Events

Signature

Timestamp

DNR PRE-REVIEW

Completed

Sent: 4/28/2025 11:52:19 AM

dnr_edo_reviewcontract@state.co.us

Viewed: 4/28/2025 1:32:45 PM

DNR

Signed: 4/28/2025 1:32:48 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 35.150.119.172

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kirk Russell

kirk.russell@state.co.us

CWCB, Finance Section Chief

Security Level: Email, Account Authentication (None)

Sent: 4/28/2025 1:32:49 PM

Viewed: 4/28/2025 3:19:19 PM

Signed: 4/28/2025 3:22:02 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.14.186.48

Electronic Record and Signature Disclosure:

Accepted: 4/28/2025 3:19:19 PM

ID: 9b2e8ba6-8ead-44f5-a1fa-6b2205fc84af

Kaylee Salazar

Completed

Sent: 4/28/2025 3:22:03 PM

kaylee.salazar@state.co.us

Viewed: 4/29/2025 1:50:48 PM

Security Level: Email, Account Authentication (None)

Signed: 4/29/2025 1:50:50 PM

Using IP Address: 165.127.23.2

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ion Cotsapas

dnr_edo_allcontroller@state.co.us

DNR Procurement Director

DNR Procurement Director

Security Level: Email, Account Authentication (None)

Sent: 4/29/2025 1:50:51 PM

Viewed: 4/30/2025 1:20:37 PM

Signed: 4/30/2025 1:20:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.162.159.117

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/28/2025 11:52:19 AM
Certified Delivered	Security Checked	4/30/2025 1:20:37 PM
Signing Complete	Security Checked	4/30/2025 1:20:39 PM
Completed	Security Checked	4/30/2025 1:20:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DNR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lilo.santos@state.co.us

To advise DNR of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lilo.santos@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lilo.santos@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lilo.santos@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify DNR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DNR during the course of your relationship with DNR.