

1313 Sherman Street, Room 718 Denver, CO 80203

May 28, 2025

Mesa County Publice Trustee PO Box 20,000 Grand Junction, CO 81502

Subject:

Releases of Deeds of Trust

Contract No. C150345

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between the Twenty Two Road Lateral, Inc. and the Colorado Water Conservation Board (CWCB). 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 CWCB in the enclosed self-addressed stamped envelope. Should you have any questions, please contact me.

Thank you for your assistance in this matter.

Sincerely,

Jessica Halvorsen

Loan & Grant Program Assistant

MICA Halversu

Finance Section

jessica.halvorsen@state.co.us

Enclosures



February 22, 2013 2645333 County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No. TO THE PUBLIC TRUSTEE OF Mesa COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust.) PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedroy the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfic to the property encumbered by the Deed of Trust acceptance or, in the event of a partial release portion of the real property described as: (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEME RELEASE) State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Room 718 Denver, Conservation and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by December 2015. Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Room 718, Denver, CO 80 Name, Title and Address of Officer, Agent, or Automey of Corrent Owner and Molder Signature Date State of Colorado County of Denver The General Repugnet for Palagen was adapted and before STATE OF COLORADO STATE OF COLORADO	WHEN RECORDED RETURN TO: CWCB 1313 Sherman Street, Room 718 Denver, CO 80203 Prepared/Received by: Jessica Halvorsen REQUEST FOR FULL X / PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	
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WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust of Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness the payment of the payment o	Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest of Kirk Russell, Finance Section Chief, CWCB, 1313 Sherr Name, Title and Address of Officer, Agent, or Attorned The foregoing Request for Release was acknowledged before me on (date) by* Kirk Russell Finance Section Chief	man Street, Room 718, Denver, CO 80203 ey of Corrent 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
WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the D 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.	Kirk Russell, Finance Section Chief, CWCB, 1313 Sherr Name, Title and Address of Officer, Agent, or Attorned State of Colorado County of Denver The foregoing Request for Release was acknowledged before me on County of Cate) by* Kirk Russell Finance Section Chief 3-21-21 Date Commission Expires If applicable, insert title of officer and name of current owner and holder RELEASE OF DEED OF WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certainstee of the County referenced above, in the State of Colorado, to be held in	man Street, Room 718, Denver, CO 80203 ey of Corrent 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 TRUST in real property described in the Deed of Trust to the Public
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or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances theret	Kirk Russell, Finance Section Chief, CWCB, 1313 Sherr Name, Title and Address of Officer, Agent, or Attorne State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Kirk Russell Finance Section Chief Date Commission Expires The applicable, insert title of officer and name of current owner and holder RELEASE OF DEED OF WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certainstee of the County referenced above, in the State of Colorado, to be held in rein; and WHEREAS, the indebtedness secured by the Deed of Trust has been full to been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of its the Public Trustee in the County named above, do hereby fully and absoluthat portion of the real property described above in the Deed of Trust, together the county together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the	man Street, Room 718, Denver, CO 80203 ey of Corrent Owner and Holder Signature/Date JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027 Witness my hand and official seal TRUST in real property described in the Deed of Trust to the Public in trust to secure the payment of the indebtedness referred to ly or partially paid and/or the purpose of the Deed of Trust rent owner and holder of the indebtedness; the statutory sum, receipt of which is hereby acknowledged, attely release, cancel and forever discharge the Deed of Trust ther with all privileges and appurtenances thereto belonging.
or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances theret Public Trustee	Kirk Russell, Finance Section Chief, CWCB, 1313 Sherr Name, Title and Address of Officer, Agent, or Attorne State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Kirk Russell Finance Section Chief Date Commission Expires The applicable, insert title of officer and name of current owner and holder RELEASE OF DEED OF WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certainstee of the County referenced above, in the State of Colorado, to be held in rein; and WHEREAS, the indebtedness secured by the Deed of Trust has been full to been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of its the Public Trustee in the County named above, do hereby fully and absoluthat portion of the real property described above in the Deed of Trust, together the county together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the	man Street, Room 718, Denver, CO 80203 ey of Corrent Owner and Holder Signature/Date JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027 Witness my hand and official seal TRUST in real property described in the Deed of Trust to the Public in trust to secure the payment of the indebtedness referred to the statutory sum, receipt of which is hereby acknowledged, attely release, cancel and forever discharge the Deed of Trust her with all privileges and appurtenances thereto belonging. Public Trustee
(Public Trustee use only; use appropriate label) (Public Trustee's Seal)	Kirk Russell, Finance Section Chief, CWCB, 1313 Sherr Name, Title and Address of Officer, Agent, or Attorne State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on Kirk Russell Finance Section Chief Date Commission Expires The applicable, insert title of officer and name of current owner and holder RELEASE OF DEED OF WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certainstee of the County referenced above, in the State of Colorado, to be held in rein; and WHEREAS, the indebtedness secured by the Deed of Trust has been full to been fully or partially satisfied according to the written request of the current NOW THEREFORE, in consideration of the premises and the payment of its the Public Trustee in the County named above, do hereby fully and absoluthat portion of the real property described above in the Deed of Trust, together the county together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust, together the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the county named above in the Deed of Trust named the	man Street, Room 718, Denver, CO 80203 ey of Corrent Owner and Holder Signature/Date JESSICA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027 Witness my hand and official seal TRUST in real property described in the Deed of Trust to the Public in trust to secure the payment of the indebtedness referred to the rent owner and holder of the indebtedness; the statutory sum, receipt of which is hereby acknowledged, ately release, cancel and forever discharge the Deed of Trust her with all privileges and appurtenances thereto belonging. Public Trustee Deputy Public Trustee



Deed of Trust

DATE: January 28, 2013

GRANTOR: TWENTY TWO ROAD LATERAL, INC.

BENEFICIARY: COLORADO WATER CONSERVATION BOARD

COUNTY: MESA

PRINCIPAL LOAN AMOUNT: \$517,848

LOAN CONTRACT: LOAN CONTRACT No. C150345

TERMS OF REPAYMENT: 2.35% per annum for 30 years

COLLATERAL: WATER RIGHTS consisting of 182 shares of Grand Valley Irrigation

Company (GVIC) owned by the Twenty Two Road Lateral, Inc.

and

An undivided one-hundred percent interest in the PROJECT located at Section 19, 30, 31, 25, 36, Township T1N, Range R1W and R2W consisting of approximately 16,200 LF of plastic irrigation pipe and appurtenances, including flow meters and valves and any easements, rights-of ways, or other property or property interests held and used in

connection with the access and operation of said ditch/pipeline.

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

FACTUAL RECITALS

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

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

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

thereof at such sale.

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

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the Collateral; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the Collateral insured in accordance with the requirements of the Loan Contract. In the event of the sale or transfer of the Collateral, the Beneficiary, at its option, may declare the entire balance of the Promissory Note immediately due and payable.

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

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

Executed the day and date first written above	e.	
(SEAL)	Twenty Two Road Lateral, Inc. a Colorado Non-Profit Corporation	
(SLAL)	By Agen R. Ufounger	
ATTEST:	√ Signature	
0 0 0	Name: <u>Glen Younger</u>	
By Cherles Count Signature	Title: President	
S	Date: <u>/-28-2013</u>	
Name: Charles W. Blount		
Title: <u>Treasurer</u>		
Date: /-28-2013		
County of Platter)	SS S	
State of Colorado)		
The foregoing instrument was acknowledged Younger and Charles W. Blount as Presid Lateral, Inc. Witness my hand and official se	d before me this 28 day of away 2013, by Glen dent and Treasurer, respectively, of Twenty Two Road eal.	
Notary Public Masox		
My commission expires July 11, 20	P. MASON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20034023618 MY COMMISSION EXPIRES JULY 17, 2015	

Return recorded DEED OF TRUST to: CWCB Finance Section, Attn: Peg Mason, Contracts Manager, 1580 Logan Street, Suite 600, Denver CO 80203 (Phone Number 303-866-3441 ext. 3227).

T+F Colorado Water Consevation Board 1580 Logan Street # 600 Denver CD 80203

20,00 1.00

PROMISSORY NOTE

Date:	January 28, 2013
Borrower:	Twenty Two Road Lateral, Inc.
Principal Amount:	\$517,848
Interest Rate:	2.35% per annum
Term of Repayment:	30 years
Loan Contract No.:	C150345
Loan Payment:	\$24,249.38
Payment Initiation Date*:	
Maturity Date*:	

- * Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.
- FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.
- 2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
- 4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
- 5. This PROMISSORY NOTE may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
- 6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
- 7. This PROMISSORY NOTE is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement(s), 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 PROMISSORY NOTE in certain events.
- 8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the

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

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

BORROWER: Twenty Two Road Lateral, Inc., a Colorado Non-Profit Corporation

(SEAL)

Attest:

NAME: Glen Younger

TITLE: President

DATE: 1-28-2013

Signature

NAME: Charles W. Blount

TITLE: Treasurer

DATE: (-18-2015

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 X / PARTIAL RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF IN OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES	NDEBTEDNESS WITH PRODUCTION OF EVIDENCE
Of BEBT PERSONAL TO \$ 50-52-102 (1) (II), COLONIADO REVISEE STATETES	
May 28, 2025 Twenty Two Road Lateral, Inc. a Colorado nonprofit corporation	Date Original Grantor (Borrower)
871 22 Road Grand Junction, CO 81505	Current Address of Original Grantor, Assuming Party, or Current Owner
Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
July 24, 2014	Date of Deed of Trust Date of Recording and/or Re-Recording of Deed
September 15, 2014 2701747	of Trust Recording Information
County Rcpt. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	, •••••
TO THE PUBLIC TRUSTEE OF	
Mesa COUNTY (The County of the Public Trustee who is the grant an interest in the property described in the Deed of T	e appropriate grantee to whom the above Deed of Trust should rust.)
Full Release	
State of Colorado, Colorado Water Conservation Board, 1313 She Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor in Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor Interest from the Colorado Current Owner, Holder of the Indebtedness and Successor Interest from the Colorado Current Owner, Holder of the Colorado Current Owner, Holder of the Indebtedness and Successor Interest from the Colorado Current Owner, Holder of the Colorado Current Owner, Holder Owner,	erman Street, Room 718 Denver, CO 80203 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 C	Current Owner and Holder
State of Colorado , County of Denver The foregoing Request for Release was acknowledged before me on	JESSIGA GIBBS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234011689 MY COMMISSION EXPIRES MARCH 27, 2027
*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 TRU	JST
WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real Trustee of the County referenced above, in the State of Colorado, to be held in trust therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully or has been fully or partially satisfied according to the written request of the current of NOW THEREFORE, in consideration of the premises and the payment of the standard trustee in the County named above, do hereby fully and absolutely for that portion of the real property described above in the Deed of Trust, together we	to secure the payment of the indebtedness referred to partially paid and/or the purpose of the Deed of Trust wner and holder of the indebtedness; atutory sum, receipt of which is hereby acknowledged release, cancel and forever discharge the Deed of Trust
	Public Trustee
(Public Trustee use only; use appropriate label) (Public Trustee's Seal)	ruone Hustee
	Deputy Public Trustee
	(If applicable: Notary Seal)
(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-3	

RECEPTION #: 2701747, BK 5641 PG 882 09/15/2014 at 01:03:53 PM, 1 OF 2, R \$15.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

APPENDIX C, AMENDMENT No.1 TO LOAN CONTRACT C150345 AMENDMENT TO THE DEED OF TRUST

Date: July 24 2014

Grantor (Borrower): Twenty Two Road Lateral, Inc. a Colorado nonprofit

corporation

Beneficiary (Lender): Colorado Water Conservation Board

Date of Deed of Trust: January 28, 2013 Recording Date of Deed of Trust: February 22, 2013

County of Recording ("County"): Mesa County

Deed of Trust Recording Information: #2645333 (3 pages), BK 5435, PG 422

Loan Contract: C150345

Promissory Note: \$117,609.02, 2.35%, 30 Years

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

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

Grantor and Beneficiary have agreed to amend the ORIGINAL DEED OF TRUST to reflect the revised term of repayment.

NOW THEREFORE, the CWCB and Grantor agree that:

- This DEED OF TRUST, APPENDIX C, AMENDMENT 1 to CONTRACT C150345 shall supplement and operate in conjunction with the DEED OF TRUST dated January 28, 2013, 2013, attached to the ORIGINAL CONTRACT as APPENDIX 5 and incorporated herein by reference.
- 2. The Grantor executed a Promissory Note dated January 28, 2013, to secure the repayment of the indebtedness evidenced by Contract No. C150345 dated January 30, 2013, as amended with Amendment No. 1 to Loan Contract No. C150345. The amended Promissory Note, Appendix A, Amendment No. 1 to Loan Contract No. C150345 with an amended total amount of \$117,609.02 is to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 721, Denver, CO 80203, payable in annual installments, in accordance with said amended Promissory Note, or until the loan is paid in full.
- In the event of any conflict, inconsistency, variance, or contradiction between the
 provisions of this amendment and any of the provisions of the original deed of trust,
 the provisions of this amendment shall in all respects supersede, govern, and
 control.
- Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Appendix C, Amendment No.1 to Loan Contract C150345 Page 1 of 2 5. Executed on the date first written above.

GRANTOR: TWENTY TWO ROAD LATERAL, INC., A COLORADO NONPROFIT CORPORATION

(SEAL) ATTEST: By Wewls To Blown Signature	By Alen R. Younger Signature Name GLEN R. YOUNGER Title PRES Date July 24, 2014
Name Charles W. Blownt Title Treasurer Date Tuly 24, 2014 State of Colorado County of wesa))) ss.
The foregoing instrument was acknowledged Charles W 120 nt (Name) as Tree Colon R (Name) as Pres Lateral, Inc. Witness my hand and official seal. LISA A. MILLER NOTARY PUBLIC STATE OF COLORADO NOTARY ID #20044032152 My Commission Expires September 9, 2016 My commission expires 9.9.2016	Notary Public Two Road

Return recorded document to: CWCB Finance Section, Attn: Peg Mason Contracts Manager, 1313 Sherman Street, Suite 721, Denver CO 80203 (Phone Number 303-866-3441 ext. 3227)

Attachment C, Amendment No. 1 to Loan Contract C150345 Page 2 of 2

APPENDIX A, AMENDMENT NO. 1 TO LOAN CONTRACT C150345 AMENDMENT TO THE PROMISSORY NOTE

Date:

July 24, 2014

Borrower:

Twenty Two Road Lateral, Inc.

Principal Amount:

\$117,609.02

Interest Rate:

2.35% per annum

Term of Repayment:

30 years

Loan Contract No.:

C150345

Loan Payment:

\$5,507.30

Payment Initiation Date*:

June 1, 2014

Maturity Date*:

June 1, 2044

PAID IN FULL

- * 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 28, 2013, in the principal amount of \$517,848.00.
- 3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
- 4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, 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.

Appendix A to Amendment No. 1 Loan Contract C150345 Page 1 of 2

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

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

(SEAL)

Attest:

By Charles & Gant Transcres
Signature/Title

Date July 24, 2014

BORROWER: Twenty Two Road Lateral, Inc., a Colorado nonprofit corporation

By Hen R. Munger. Pres Signatule/Title

Date July 24, 2014

Appendix A to Amendment No. 1 Loan Contract C150345 Page 2 of 2