

**RESOLUTION 2015-02 OF THE BOARD OF DIRECTORS
OF ST. VRAIN AND LEFT HAND WATER CONSERVANCY DISTRICT,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

The Board of Directors of the St. Vrain and Left Hand Water Conservancy District (District), acting by and through its Water Activity Enterprise, at a meeting held on December 14, 2015, at the District's office in Longmont, Colorado, adopted the following resolutions concerning a secured loan (Loan) from the State of Colorado Water Conservation Board (CWCB), for the purpose of the Emergency Rock'n WP Ranch Lake No. 4 Repair Project (Project) in the amount of \$4,545,000 or such actual amount, more or less, as may be needed by the District and available from the CWCB including the CWCB loan origination fee of 1% of the loan amount.

At said meeting, the Board charged that these resolutions are irrevocable during the term of the Loan and, pursuant to the District's bylaws, authorized the District's President and Secretary, RESOLVED as follows:

1. to enter into and comply with the terms of a contract with the CWCB for a loan in the amount of \$4,545,000, or such actual amount, more or less, as needed to finance the Project's costs, including the CWCB loan origination fee of 1% (Loan Contract); and
2. to levy and collect Water Activity Enterprise fees in an amount sufficient to pay the annual amounts due under the Loan Contract, and to pledge said revenues, excluding such revenue required for the Water Activity Enterprise's operations (Pledged Revenues) and the District's right to receive the Pledged Revenues for repayment of the loan; and
3. to place the Pledged Revenues in a special account separate and apart from other District revenues; and
4. to make the annual payments required by the Promissory Note (Appendix 2 to the Loan Contract) and to make annual deposits to a debt service reserve fund; and
5. to pledge the Water Activity Enterprise fees revenues backed by a rate covenant evidenced by annual financial reporting and C-BT units valued at a minimum of 110% of the Loan amount, as Collateral for the Loan, and
6. to execute all documents as required by the Loan Contract, including, but not limited to, a Promissory Note, a Security Agreement (Appendix 4 to the Loan Contract), and a Deed of Trust (Appendix 5 to the Loan Contract); and
7. to take such other actions and to execute such other documents as may be necessary to consummate and implement the Loan.

CERTIFICATION

THE UNDERSIGNED, THE PRESIDENT AND THE SECRETARY, HEREBY CERTIFY THAT THE FOREGOING ARE TRUE AND CORRECT COPIES OF RESOLUTIONS DULY ADOPTED AT A MEETING OF THE DISTRICT'S BOARD OF DIRECTORS DULY CALLED AND HELD AS ABOVE RECITED, PURSUANT TO THE DISTRICT'S BYLAWS, AND THAT SAID RESOLUTIONS HAVE NOT BEEN AMENDED OR RESCINDED.

GIVEN UNDER OUR HANDS AND THE SEAL OF THE DISTRICT THE 14th DAY OF DECEMBER, 2015.

(SEAL)

ATTEST:

By William Heselhus
Signature of Secretary

DATE: 12/14/15

By Dennis Yanchunas
Signature

NAME: Dennis Yanchunas

TITLE: President

DATE: 12/14/15