

**Appendix C, Amendment No.1 to Loan Contract CT2019-2253
Amendment to Deed of Trust**

Date: October 28, 2019
Grantor (Borrower): Chilcott Ditch Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Date of Original Deed of Trust: August 13, 2018
Recorded Date of Original Deed of Trust: September 24, 2018
County of Recording ("County"): El Paso
Deed of Trust Recording Information: Reception Number 218111216 (3 pages)
Loan Contract Number: CT2019-2253
Promissory Note: \$266,217.97, 2.55%, 20 years, annual payment
\$17,157.88
Pledged Property: No change to property pledged per original Deed of
Trust

This Amendment to 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 Loan Contract and Promissory Note to decrease the total loan contract amount by \$238,782.03 from \$505,000.00 to \$266,217.97, in consideration of substantial completion of the Project.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2019-2253 *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in El Paso County, Reception Number 218111216, recorded on September 24, 2018 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$266,217.97 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2019-2253, Amendment No. 1, 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 718, Denver, CO 80203, payable in annual installments, in accordance with said Promissory Note, or until the loan is paid in full.
3. 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.
4. Any provisions of the Original Deed of Trust not expressly modified herein remain in full force and effect.

Chuck Broerman
12/17/2019 03:07:18 PM
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Rec \$18.00 Pages

El Paso County, CO



219160104

5. Executed on the date first written above.

Grantor: Chilcott Ditch Company

By 
Signature

Name JAMES W. TAYLOR

Title PRESIDENT

Date 10/28/19

ATTEST:

By 
Signature

Name JESSIE J. SHAFFER

Title TRUSTEE

Date 10/28/19

NOTARY REQUIRED

State of Colorado)
County of EL PASO) ss.


The foregoing instrument was acknowledged before me on October 28, 2019, by

James W Taylor (Name) as President (Title)

and

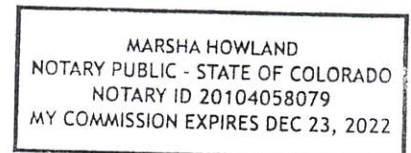
Jessie J. Shaffer (Name) as Trustee (Title)

of Chilcott Ditch Company. Witness my hand and official seal.


Notary Public

My commission expires on 12-23-22

(SEAL)



(Colorado Water Conservation Board will record Amendment to Deed of Trust with the County.)