



07/13/2020 09:58 AM

RF: \$18.00

Boulder County Clerk, CO

03/9/20

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DF: \$0.00

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**Appendix C, Amendment No.1 to Loan Contract CT2019-3463  
Amendment to Deed of Trust**

Date: March 18, 2020  
Grantor (Borrower): Left Hand Ditch Company  
Beneficiary (Lender): Colorado Water Conservation Board  
Lender Address: 1313 Sherman Street, Room 718, Denver,  
Colorado, 80203  
Date of Original Deed of Trust: February 19, 2019  
Recorded Date of Original Deed of Trust: May 15, 2019  
County of Recording ("County"): Boulder  
Deed of Trust Recording Information: Reception Number 03712493(3 pages)  
Loan Contract Number: CT2019-3463  
Promissory Note: \$772,650.00; 2.50%; 30 years  
Pledged Property: No change to pledged property per original Deed of  
Trust

This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the Boulder 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 Deed of Trust to increase the total loan amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2019-3463, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Boulder County, Reception Number 03712493 recorded on May 15, 2019 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$772,650.00 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2019-3463, 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.

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5. Executed on the date first written above.

Grantor: Left Hand Ditch Company

By John M. Schlager  
Signature

Name John M. Schlager

Title President

Date 3-18-20

ATTEST:

By Cory D. Heil  
Signature

Name Cory D. Heil

Title Secretary

Date 3/18/20

**NOTARY REQUIRED**

State of Colorado )

County of Boulder ) ss.

The foregoing instrument was acknowledged before me on March 18<sup>th</sup>, 2020 by

John M. Schlager (Name) as President (Title)

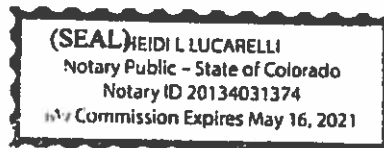
and

Cory D. Heil (Name) as Secretary (Title)

of Left Hand Ditch Company. Witness my hand and official seal.

Heidi L. Lucarelli  
Notary Public

My commission expires on May 16<sup>th</sup> 2021



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