

# LOAN CONTRACT AMENDMENT NO. 1

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718, Denver, CO 80203	<b>Amendment No. 1 Contract Number</b> CMS 164015 CT2016-2795
<b>Borrower and Address</b> Orchard Ranch Ditch Company	<b>Original Contract Number</b> CMS 86942 CT2016-2795
<b>Current Contract Maximum Amount</b> \$136,677.22 (includes 1% origination fee)	<b>Contract Performance Beginning Date</b> 06/29/2016
<b>Project Name</b> Orchard Ranch Ditch Piping Project	<b>Contract Performance End Date</b> 09/01/2020
<b>Reason for Modification</b> Decrease total loan amount due to substantial completion of project	<b>Loan Contract Terms</b> 1.95% for 30 years <b>Loan Contract Repayment Schedule</b> Payment Initiation Date: 09/01/2020 Loan Maturity Date: 09/01/2050

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>Orchard Ranch Ditch Company</b></p> <p style="text-align: center;"><u>Robert E. Morris</u> (Signature)</p> <p>Name: <u>Robert E. Morris</u></p> <p>Title: <u>ARES</u></p> <p>Date: <u>10-8-20</u></p> <p><b>ATTEST:</b></p> <p style="text-align: center;"><u>Loree Gutierrez</u> (Signature)</p> <p>Name: <u>Loree Gutierrez</u></p> <p>Title: <u>Secretary</u></p> <p>Date: <u>10-8-2020</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b>          Jared S. Polis, Governor          Colorado Department of Natural Resources          Dan Gibbs, Executive Director          Colorado Water Conservation Board</p> <p style="text-align: center;"><u>Kirk Russell</u> (Signature)</p> <p>Name: Kirk Russell, P.E., Section Chief</p> <p>Date: <u>October 21, 2020   2:08 PM PDT</u></p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate

**STATE CONTROLLER**  
**Robert Jaros, CRA, MBA, JD**

By: Ion Cotsapas  
 Name: Ion Cotsapas

Title: DNR Contracts Director

Amendment Effective Date: October 29, 2020 | 11:22 AM PDT

**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract (the "Contract") shown on the Signature and Cover Page for this Amendment is entered into by and between the Borrower ("Borrower" or "Authority"), and the State ("CWCB").

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

The Borrower was approved for a CWCB loan contract, in January 2016, for the Orchard Ranch Ditch Piping Project. The Project was completed and the parties agree to amend the contract to reduce the final loan amount. The amount of the current loan contract is decreased by \$14,822.78 from \$151,500.00 to \$136,677.22 in consideration of substantial completion of the project. The amounts include the 1% origination fee. The total loan amount is hereby modified accordingly.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The original loan contract amount is hereby deleted and replaced with the Current Contract Maximum Amount of \$136,677.22 shown on the Signature and Cover Page for this Amendment. The loan terms shall remain at 1.95% for 30 years.
- B. Amendment to Promissory Note, Appendix A, in the revised loan amount and incorporated herein, shall replace and supersede the Original Promissory Note attached to the Original Loan Contract as Appendix 3.
- C. Amendment to Security Agreement, Appendix B, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Security Agreement, attached to the Original Loan Contract as Appendix 5.
- D. Amendment to Deed of Trust, Appendix C, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Deed of Trust, attached to the Original Contract as Appendix 6. The Amendment to Deed of Trust (Appendix C) shall be recorded with the Delta County Clerk and Recorder.


**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

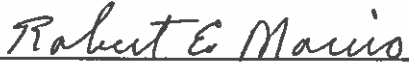


8. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and 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 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.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

Attest:

By   
Signature  
Name Loree Gutierrez  
Title Secretary  
Date 10-8-2020

Orchard Ranch Ditch Company

By   
Signature  
Name ROBERT E. MORRIS  
Title Pres  
Date 10-8-20

## Appendix B, Amendment No.1 to Loan Contract CT2016-2795 Amendment to Security Agreement

Debtor: Orchard Ranch Ditch Company  
Secured Party: Colorado Water Conservation Board  
Revised Loan Amount: \$136,677.22  
Term: 30 years or until loan is paid in full  
Interest Rate: 1.95% per annum  
Loan Contract Number: CT2016-2795

1. The Parties have amended the Original Loan Contract and Promissory Note to decrease the total loan amount by \$14,822.78 from \$151,500.00 to \$136,677.22 and hereby amend the original Security Agreement to document the change.
2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, unless specifically modified below, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.
3. Collateral for the loan remains the same.

Attest:

By Loree Gutierrez

Signature

Name Loree Gutierrez

Title Secretary

Date 10-8-2020

Orchard Ranch Ditch Company

By Robert E. Morris  
Signature

Name ROBERT E. MORRIS

Title PRS

Date 10-8-20

**Appendix C, Amendment No.1 to Loan Contract CT2016-2795  
Amendment to Deed of Trust**

Date: 10-8, 2020  
Grantor (Borrower): Orchard Ranch Ditch Company  
Beneficiary (Lender): Colorado Water Conservation Board  
Lender Address: 1313 Sherman Street, Room 718, Denver,  
Colorado, 80203  
Recorded Date of Original Deed of Trust: July 11, 2016  
County of Recording ("County"): Delta  
Deed of Trust Recording Information: Reception Number 688665 ( 3 pages)  
Loan Contract Number: CT2016-2795  
Promissory Note: \$136,677.22, 1.95%, 30 years, \$6,060.75 annual  
payment  
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 reduce the final loan amount. The amount of the current loan contract is decreased by \$14,822.78 from \$151,500.00 to \$136,677.22 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 CT2016-2795, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Delta County, Reception Number 688665 recorded on July 11, 2016 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$136,677.22 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2016-2795, 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.

5. Executed on the date first written above.

Grantor: Orchard Ranch Ditch Company

By Robert E. Morris  
Signature

Name ROBERT E. MORRIS

Title PRES.

Date 10-8-20

ATTEST:

By Loree Gutierrez  
Signature

Name Loree Gutierrez

Title Secretary

Date 10-8-2020

**NOTARY REQUIRED**

State of Colorado )  
County of Delta ) ss.

The foregoing instrument was acknowledged before me on October 8<sup>th</sup>, 2020, by

Robert E. Morris (Name) as President (Title)

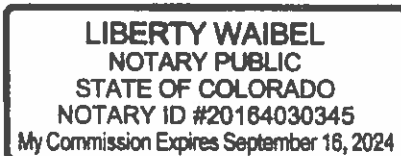
and

Loree Gutierrez (Name) as Secretary (Title)

of the Orchard Ranch Ditch Company. Witness my hand and official seal.

Liberty Waibel  
Notary Public

My commission expires on September 16<sup>th</sup> 2024 (SEAL)



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