

**Appendix C, Amendment No.1 to Loan Contract CT2019-2241
Amendment to Deed of Trust**

Date: 2/26, 2020
Grantor (Borrower): Missouri Heights Mountain Meadow Irrigation Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Recorded Date of Original Deed of Trust: August, 31, 2018
County of Recording ("County"): Eagle
Deed of Trust Recording Information: Reception Number 201814939 (3 pages)
Loan Contract Number: CT2019-2241
Promissory Note: \$178,971.72, 2.05%, 30 years,
\$8,046.12 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 \$124,028.28 from \$303,000.00 to \$178,971.72 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 CT2019-2241, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Eagle County, Reception Number 201814939 recorded on August 31, 2018 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$178,971.72 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2019-2241, 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: Missouri Heights Mountain Meadow Irrigation Company

By 
Signature

Name MICHAEL M SPAYD

Title VICE PRESIDENT

Date 2/26/21

ATTEST:

By 
Signature

Name LESLIE G. LEWIS

Title TREASURER

Date 2/26/21

NOTARY REQUIRED

State of Colorado)
County of Eagle) ss.

The foregoing instrument was acknowledged before me on Feb 26, 2021, by
Michael M Spayd (Name) as Vice President (Title)

and

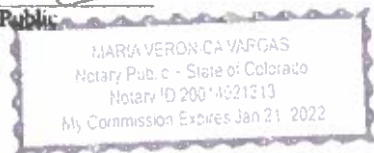
Leslie G Lewis (Name) as Treasurer (Title)

of the Missouri Heights Mountain Meadow Irrigation Company. Witness my hand and official seal.

My commission expires on 1/21/2022

Notary Public

(SEAL)



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