



**Appendix C, Amendment No.1 to Loan Contract CT2022-2886  
Amendment to Deed of Trust**

Date: 3/19/2024  
Grantor: Billings Ditch Company  
Beneficiary: Colorado Water Conservation Board  
Lender Address: 1313 Sherman Street, Room 718, Denver,  
Colorado, 80203  
Total Loan Amount: \$126,250.00  
Loan Contract Number: CT2022-2886  
Recorded Date of Original Deed of Trust: 02/10/2022  
County of Recording ("County"): Rio Grande County  
Deed of Trust Recording Information: Reception Number 202200445861 (3 pages)  
Pledged Property: No change to property pledged per original Deed of  
Trust  
Reason for Amendment to Deed of Trust: Reduce the Total Loan Amount by \$46,460 from  
\$172,710 to \$126,250.

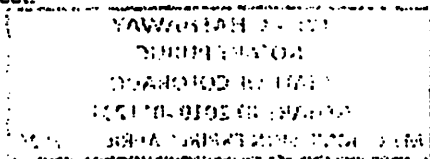
This Amendment to Original Deed of Trust is between the Grantor and the Public Trustee of the Rio Grande County, State of Colorado.

The Original Deed of Trust was recorded, in Grande County, 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 decrease the Total Loan Amount by \$46,460 from \$172,710 to \$126,250 in consideration of substantial completion of the Project.

NOW THEREFORE, the Beneficiary and Grantor agree that:

1. This Amendment to Deed of Trust, Appendix C, Amendment No. 1 to Contract Number CT2022-2886, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix 6, recorded in Rio Grande County, Reception Number 202200445861, recorded on February 10, 2022 and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$126,250 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2022-2886, 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 to Deed of Trust and any of the provisions of the Original Deed of Trust the provisions of this Amendment to Deed of Trust 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:

By Segundo Diaz  
Signature

Name SEGUNDO DIAZ

Title PRESIDENT

Date 4/3/24

ATTEST:

By Lyla Hathaway Nikita Cooper  
Signature

Name Lyla Hathaway Nikita Cooper

Title Secretary Assistant Secretary

Date 4/3/24

**NOTARY REQUIRED**

State of Colorado )

County of Rio Grande ) ss.

The foregoing instrument was acknowledged before me on April 3, 2024

Segundo Diaz (Name) as President (Title)

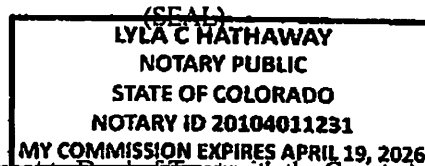
and

Nikita Cooper (Name) as Assistant Secretary (Title)

of Monte Vista. Witness my hand and official seal.

Lyla C Hathaway  
Notary Public

My commission expires on April 19, 2026



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