

**Appendix C, Amendment No.1 to Loan Contract CT2023-2022
Amendment to Deed of Trust**

Date: 5-20-2024,
Grantor (Borrower): Sunnyside Park Ditch Company
Beneficiary (Lender): Colorado Water Conservation Board
Lender Address: 1313 Sherman Street, Room 718, Denver,
Colorado, 80203
Total Loan Amount: \$510,915.02
Loan Contract Number: CT2023-2022
Recorded Date of Original Deed of Trust: 10/17/2022
County of Recording ("County"): Chaffee County
Deed of Trust Recording Information: Reception Number 483923 (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 \$143,564.98 from
\$654,480.00 to \$510,915.02.

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

The Original Deed of Trust was recorded, in Chaffee 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 \$143,564.98 from \$654,480.00 to \$510,915.02 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 CT2023-2022, *shall supplement and operate* in conjunction with the Deed of Trust attached to the Original Contract as Appendix C, recorded in Chaffee County, Reception Number 483923, recorded on October 17, 2022, and incorporated herein by reference.
2. The Grantor has executed an amended Promissory Note, in the amount of \$510,915.02 to secure the repayment of the indebtedness, evidenced by Loan Contract Number CT2023-2022, 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 Brady Everett
Signature

Name BRADY EVERETT

Title PRESIDENT

Date 5-20-2024

ATTEST:

By Kathy Rohrich
Signature

Name Kathy Rohrich

Title Treasurer

Date 5.20.2024

NOTARY REQUIRED

State of Colorado)
County of Chaffee) ss.

The foregoing instrument was acknowledged before me on May 20, 2024 by

Brady Everett (Name) as President (Title)

and

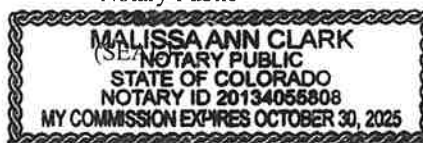
Kathy Rohrich (Name) as Treasurer (Title)

of Sunnyside Park
Eden Company. Witness my hand and official seal.

Malissa Ann Clark

Notary Public

My commission expires on Oct. 30, 2025



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