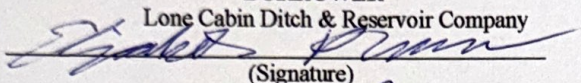
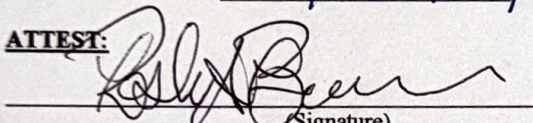
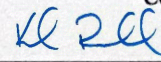
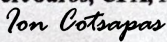


**LOAN CONTRACT AMENDMENT NO. 4**

<b>State Agency</b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Amendment No. #4 Contract Number</b> CMS 195549
<b>Borrower and Address</b> Lone Cabin Ditch & Reservoir Company	<b>Original Contract Number</b> C153517
<b>Current Contract Maximum Amount</b> \$ 92,700.00	<b>Contract Date:</b> 07/13/1988
<b>Project Name</b> Lone Cabin Dam Rehabilitation	
<b>Reason for Modification</b> The amortization schedule is modified to reflect the interest portion of the annual payment continuing to be due on the existing annual payment dates while the principal amount will not be paid for a period of three years. The loan terms shall remain the same.	<b>Loan Contract Terms</b> 3.00% for 40 years <b>Loan Contract Repayment Schedule</b> Payment Initiation Date: June 1, 1990 Loan Maturity Date: December 1, 2031

**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.

<b>BORROWER</b> Lone Cabin Ditch & Reservoir Company  (Signature) Name: <u>Elizabeth Plummer</u> Title: <u>President</u> Date: <u>12/16/24</u> <b>ATTEST:</b>  (Signature) Name: <u>Roslyn Bauer</u> Title: <u>Secretary Treasurer</u> Date: <u>12/16/24</u>	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board  (Signature) Name: Kirk Russell, P.E., Section Chief Date: <u>December 23, 2024   1:06 PM MST</u>
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 <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Name: <u>Ion Cotsapas</u> Title: <u>DNR Procurement Director</u> Amendment Effective Date: <u>December 23, 2024   1:23 PM MST</u>	

# **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 July 13, 1988, for the Lone Cabin Dam Rehabilitation project. The project was completed and the parties agree to amend the contract to modify the Loan Payment amount reflected in the Original Contract as amended by Amendment No. 1, Amendment No. 2, and Amendment No.3. The loan agreement is hereby modified accordingly.

# **5. MODIFICATIONS**

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

## **A. Paragraph A.11 of the Original Contract is amended to include the following:**

- i. Repay to the State the loan amount outstanding of \$25,483.84 together with interest the rate of 3.00% per annum, said repayment to be made in accordance with the schedule below:

Annual Loan Payment- Year 34 - Year 36:	\$764.52
12/01/2025-12/01/2027	

Annual Loan Payment- Year 37 - Year 39:	\$6,855.84
12/01/2028-12/01/2030	

Annual Loan Payment- Year 40:	\$6,855.86
12/01/2031	

Each installment shall be due and payable on December 1<sup>st</sup> of every year until the entire principal sum and all accrued interest has been paid and shall be made payable to the Colorado Water Conservation Board, at the offices of said Board in Denver, Colorado. The Contractor pledges its full faith and credit in support of this obligation and warrants that it has taken all steps necessary to pledge its full faith and credit for this obligation.

## **B. The Special Provisions contained in the Contract are hereby modified as follows:**

- i. The Special Provision titled “Prohibited Terms” is replaced in its entirety with:

“PROHIBITED TERMS. Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.”

- ii. The Special Provision titled “Public Contracts for Services” is deleted.
- iii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.

**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.