



COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

October 2, 2017

Mr. Larry Morris, President
Thunderbird Water and Sanitation District
PO Box 90157
Sedalia, CO 80135

Re: Lambert Ranch Water Right Purchase
Loan Contract Number CT2015-049 (C150320)

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Mr. Morris:

This letter is to advise you that the Project referenced above will be substantially completed on November 1, 2017. In accordance with the Loan Contract, the Company owes \$13,476.93 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). At your request \$6,219.88 of that amount will be rolled into the loan at substantial completion, leaving a balance of \$7,257.05 due on November 1, 2017. Please make this "interest only payment" check payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check.

The total amount disbursed under this contract is \$318,150.00 (\$315,000.00 plus \$3,150.00 for the 1% service fee). The first annual loan payment will be due on November 1, 2018, in the amount of \$23,931.19 as presented in the attached Promissory Note and Loan Repayment Schedule.

Please note, in accordance with the Borrower's Liability Insurance Provision of the Loan Contract, a renewed insurance certificate must be submitted to the CWCB annually and a Reserve Account must be maintained during the entire repayment period.

It has been a pleasure working with you on the successful completion of this project. Please don't hesitate to call if you have any questions regarding this matter.

Sincerely,

Kirk Russell, P.E., Chief
CWCB Finance Section

Loan Contract Amount = \$318,150.00
Expended Amount = \$318,150.00

cc: Patti Wells, CWCB Board Member, Metro Basin



**Colorado Water Conservation Board
Project Expenditure Schedule**

Thunderbird WSD Lambert Ranch Water Rights Purchase

Thunderbird Water and Sanitation District
5780 West Sioux Drive
Sedalia, CO 80135
c/o Mr. Larry Morris

Ph. 3035256835
Fax
larrymorris@msn.com

Original
Loan Contract No.: CT2015-049
Authorization: \$318,150.00
Contract Amount \$315,000.00
Loan Service Fee % 1.00%
Loan Service Fee \$3,150.00
Total Loan Amount \$318,150.00
Interest: 4.25%
Term (Years): 20
Conditions: Up to 100%
IDC Calculation Date: 11/1/2017

Amended

Final
\$315,000.00
\$3,150.00
\$318,150.00
4.25%
20
Up to 100%

Contract Expires: 9/22/2017

Substantial Completion Date November 1, 2017

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 318,150.00		
1	9/28/2015	Water Rights Purchase	\$ 265,500.00	\$ 265,500.00	\$ 52,650.00	\$ 23,849.50	\$ 23,849.50
1P	9/1/2016	IDC Payment Received	\$ -	\$ 265,500.00	\$ 52,650.00	\$ (10,479.98)	\$ 13,169.52
2	9/1/2017	Engineering	\$ 43,280.12	\$ 308,780.12	\$ 9,369.88	\$ 307.41	\$ 13,476.93
Final	11/1/2017	IDC Rolled Into Loan	\$ 6,219.88	\$ 315,000.00	\$ 3,150.00	\$ (6,219.88)	\$ 7,257.05
Final	11/1/2017	Loan Service Fee @ 1%	\$ 3,150.00	\$ 318,150.00	\$ -	\$ -	\$ 7,257.05

COLORADO WATER CONSERVATION BOARD

LOAN REPAYMENT SCHEDULE

Borrower	Thunderbird Water and Santiation District
-----------------	--

FINAL

Loan Contract Number	CT 2015-049 (C150320)
Principal	\$318,150.00
Interest Rate	4.25%
Frequency	Annual
Term (In Years)	20
First Payment Due	November 1, 2018
Payment Amount	\$23,931.19

Loan Payment No.	Annual Payment Due Date	Annual Payment Amount	Principal	Interest	Principal BALANCE
					\$ 318,150.00
1	1-Nov-18	\$23,931.19	\$ 10,409.81	\$ 13,521.38	\$ 307,740.19
2	1-Nov-19	\$23,931.19	\$ 10,852.23	\$ 13,078.96	\$ 296,887.96
3	1-Nov-20	\$23,931.19	\$ 11,313.45	\$ 12,617.74	\$ 285,574.51
4	1-Nov-21	\$23,931.19	\$ 11,794.27	\$ 12,136.92	\$ 273,780.24
5	1-Nov-22	\$23,931.19	\$ 12,295.53	\$ 11,635.66	\$ 261,484.71
6	1-Nov-23	\$23,931.19	\$ 12,818.09	\$ 11,113.10	\$ 248,666.62
7	1-Nov-24	\$23,931.19	\$ 13,362.86	\$ 10,568.33	\$ 235,303.76
8	1-Nov-25	\$23,931.19	\$ 13,930.78	\$ 10,000.41	\$ 221,372.98
9	1-Nov-26	\$23,931.19	\$ 14,522.84	\$ 9,408.35	\$ 206,850.14
10	1-Nov-27	\$23,931.19	\$ 15,140.06	\$ 8,791.13	\$ 191,710.08
11	1-Nov-28	\$23,931.19	\$ 15,783.51	\$ 8,147.68	\$ 175,926.57
12	1-Nov-29	\$23,931.19	\$ 16,454.31	\$ 7,476.88	\$ 159,472.26
13	1-Nov-30	\$23,931.19	\$ 17,153.62	\$ 6,777.57	\$ 142,318.64
14	1-Nov-31	\$23,931.19	\$ 17,882.65	\$ 6,048.54	\$ 124,435.99
15	1-Nov-32	\$23,931.19	\$ 18,642.66	\$ 5,288.53	\$ 105,793.33
16	1-Nov-33	\$23,931.19	\$ 19,434.97	\$ 4,496.22	\$ 86,358.36
17	1-Nov-34	\$23,931.19	\$ 20,260.96	\$ 3,670.23	\$ 66,097.40
18	1-Nov-35	\$23,931.19	\$ 21,122.05	\$ 2,809.14	\$ 44,975.35
19	1-Nov-36	\$23,931.19	\$ 22,019.74	\$ 1,911.45	\$ 22,955.61
20	1-Nov-37	\$23,931.22	\$ 22,955.61	\$ 975.61	\$ -
TOTALS		\$478,623.83	\$318,150.00	\$160,473.83	\$0.00

APPENDIX A, AMENDMENT NO.1 TO LOAN CONTRACT CT2015-049 (C150320)
AMENDMENT TO PROMISSORY NOTE

Date: September 10, 2015
Borrower: Thunderbird Water and Sanitation District
Principal Amount: \$318,150
Interest Rate: 4.25% per annum
Term of Repayment: 20 years
Original Loan Contract No.: CT2015-049 (C150320)
Loan Payment: \$23,931.19
Payment Initiation Date*: November 1, 2017
Maturity Date*: November 1, 2037

Payment Initiation Date and Maturity Date fields are filled in after the project has been substantially completed.

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this PROMISSORY NOTE.
2. This PROMISSORY NOTE, to amend Payment Initiation Date and Maturity Date fields, replaces and supersedes the PROMISSORY NOTE dated September 8, 2011, in the principal amount of \$318,150.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This Promissory Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.

8. This Promissory Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Promissory Note in certain events.
9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Promissory Note occurs, the CWCB may declare the entire outstanding principal balance of the Promissory 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 thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this PROMISSORY NOTE.
10. The BORROWER and any co-signer or guarantor hereby agree that if this Promissory 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.
11. This Promissory Note shall be governed in all respects by the laws of the State of Colorado.

(SEAL)

Attest:

By 
Signature
Name Michael New

Title Assistant Secretary

Date September 10, 2015

BORROWER: Thunderbird Water and
Sanitation District

By 
Signature

Name Larry G. Morris

Title President

Date September 10, 2015