



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

June 21, 2021

Ms. Kathy Ericson, President
Lateral Ditch ML47, Inc.
PO Box 637
Clifton, CO 81520
Chattykathy195416@gmail.com

Re: Lateral Ditch Pipeline Project
Loan Contract Number CT2021-0515

NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Ms. Ericson:

This letter is to advise you that the Project referenced above was substantially completed on June 1, 2021. In accordance with the Loan Contract, the Company owes \$3,279.64 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). 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 expended amount under this contract is \$692,548.62 (\$685,691.70 plus \$6,856.92 for the 1% service fee). An adjustment in the amount of \$14,451.38 will be made to the contract for funds no longer needed. Peg Mason, Contracts Manager, will follow up with an executed "Option Letter" reflecting the adjusted amount. The first annual loan payment will be due on June 1, 2022, in the amount of \$29,857.91 as shown on the attached Loan Repayment Schedule and Promissory Note.

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 = \$707,000.00
Expended Amount = \$692,548.62

ec: Gail Schwartz, CWCB Board Member, Colorado River Basin



Colorado Water Conservation Board
Project Expenditure Schedule

Lateral Ditch Pipeline

Lateral Ditch ML47, Inc.
PO Box 637
Clifton, CO 81520
c/o Kathy Ericson

Ph. 970-434-3033
Fax
Chattykathy195416@gmail.com

	Original	Amended	Final
Loan Contract No.:	CT2021-515		
Authorization:	\$707,000.00		
Contract Amount	\$700,000.00		\$ 685,691.70
Loan Service Fee %	1.00%		
Loan Service Fee	\$7,000.00		\$ 6,856.92
Total Loan Amount	\$707,000.00		\$ 692,548.62
Interest:	1.65%		1.65%
Term (Years):	30		30
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	6/1/2021		

Substantial Completion Date

6/1/2021

Contract Expires:

12/30/2023

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 707,000.00		
1	1/26/2021	Construction	\$ 238,515.07	\$ 238,515.07	\$ 468,484.93	\$ 1,358.56	\$ 1,358.56
2	2/12/2021	Construction	\$ 287,029.43	\$ 525,544.50	\$ 181,455.50	\$ 1,414.31	\$ 2,772.87
3	3/23/2021	Construction	\$ 160,147.20	\$ 685,691.70	\$ 21,308.30	\$ 506.77	\$ 3,279.64
Final	6/1/2021	Loan Service Fee @ 1%	\$ 6,856.92	\$ 692,548.62	\$ 14,451.38	-	\$ 3,279.64
CT	6/1/2021	Funds not Needed	(\$ 14,451.38)	\$ 692,548.62	\$ 0.00	-	\$ 3,279.64



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Loan Repayment Schedule

Borrower | Lateral Ditch ML47, Inc.

Loan Contract Number | CT2021-515

FINAL Loan Amount | \$685,691.70

1% Service Fee | \$6,856.92

Interest During Construction Added | \$0.00

FINAL Total Loan Amount | \$692,548.62

Interest Rate | 1.600000 %

Term | 30

First Payment Due | June 1, 2022

Annual Payment Amount | \$29,857.91

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee / IDC (PMT=0)	06/01/2021	\$0.00	\$-6,856.92	\$0.00	\$6,856.92	\$692,548.62
Due Pmt	06/01/2022	\$29,857.91	\$18,777.13	\$11,080.78	\$0.00	\$673,771.49
Due Pmt	06/01/2023	\$29,857.91	\$19,077.57	\$10,780.34	\$0.00	\$654,693.92
Due Pmt	06/01/2024	\$29,857.91	\$19,382.81	\$10,475.10	\$0.00	\$635,311.11
Due Pmt	06/01/2025	\$29,857.91	\$19,692.93	\$10,164.98	\$0.00	\$615,618.18
Due Pmt	06/01/2026	\$29,857.91	\$20,008.02	\$9,849.89	\$0.00	\$595,610.16
Due Pmt	06/01/2027	\$29,857.91	\$20,328.15	\$9,529.76	\$0.00	\$575,282.01
Due Pmt	06/01/2028	\$29,857.91	\$20,653.40	\$9,204.51	\$0.00	\$554,628.61
Due Pmt	06/01/2029	\$29,857.91	\$20,983.85	\$8,874.06	\$0.00	\$533,644.76
Due Pmt	06/01/2030	\$29,857.91	\$21,319.59	\$8,538.32	\$0.00	\$512,325.17
Due Pmt	06/01/2031	\$29,857.91	\$21,660.71	\$8,197.20	\$0.00	\$490,664.46
Due Pmt	06/01/2032	\$29,857.91	\$22,007.28	\$7,850.63	\$0.00	\$468,657.18
Due Pmt	06/01/2033	\$29,857.91	\$22,359.40	\$7,498.51	\$0.00	\$446,297.78
Due Pmt	06/01/2034	\$29,857.91	\$22,717.15	\$7,140.76	\$0.00	\$423,580.63
Due Pmt	06/01/2035	\$29,857.91	\$23,080.62	\$6,777.29	\$0.00	\$400,500.01
Due Pmt	06/01/2036	\$29,857.91	\$23,449.91	\$6,408.00	\$0.00	\$377,050.10
Due Pmt	06/01/2037	\$29,857.91	\$23,825.11	\$6,032.80	\$0.00	\$353,224.99
Due Pmt	06/01/2038	\$29,857.91	\$24,206.31	\$5,651.60	\$0.00	\$329,018.68
Due Pmt	06/01/2039	\$29,857.91	\$24,593.61	\$5,264.30	\$0.00	\$304,425.07
Due Pmt	06/01/2040	\$29,857.91	\$24,987.11	\$4,870.80	\$0.00	\$279,437.96
Due Pmt	06/01/2041	\$29,857.91	\$25,386.90	\$4,471.01	\$0.00	\$254,051.06
Due Pmt	06/01/2042	\$29,857.91	\$25,793.09	\$4,064.82	\$0.00	\$228,257.97
Due Pmt	06/01/2043	\$29,857.91	\$26,205.78	\$3,652.13	\$0.00	\$202,052.19
Due Pmt	06/01/2044	\$29,857.91	\$26,625.07	\$3,232.84	\$0.00	\$175,427.12
Due Pmt	06/01/2045	\$29,857.91	\$27,051.08	\$2,806.83	\$0.00	\$148,376.04
Due Pmt	06/01/2046	\$29,857.91	\$27,483.89	\$2,374.02	\$0.00	\$120,892.15
Due Pmt	06/01/2047	\$29,857.91	\$27,923.64	\$1,934.27	\$0.00	\$92,968.51
Due Pmt	06/01/2048	\$29,857.91	\$28,370.41	\$1,487.50	\$0.00	\$64,598.10
Due Pmt	06/01/2049	\$29,857.91	\$28,824.34	\$1,033.57	\$0.00	\$35,773.76
Due Pmt	06/01/2050	\$29,857.91	\$29,285.53	\$572.38	\$0.00	\$6,488.23
Due Pmt	06/01/2051	\$6,592.04	\$6,488.23	\$103.81	\$0.00	\$0.00

LCM

06.18.2021



APPENDIX 3, PROMISSORY NOTEDate: 12/1, 2020

Borrower: Lateral Ditch ML47, Inc.

Total Loan Amount: \$707,000.00

Interest Rate: 1.60% per annum

Term of Repayment: 30 years

Loan Contract Number: CT2021-515

Annual Loan Payment: \$29,857.91

Payment Initiation Date*: June 1, 2021
(To be filled in at Substantial Completion of Project)Maturity Date*: June 1, 2051
(To be filled in at Substantial Completion of Project)* 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 Contract and this Promissory Note.
2. Principal and interest shall be payable in annual equal payments as set forth in "Annual Loan Payment" above, with the first payment due and payable one year from the Payment Initiation Date (the date the CWCB determines that the Project is substantially complete), 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.
3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 718, Denver, Colorado 80203.
4. The CWCB may impose a late charge in the amount of five percent (5%) of the annual payment if the CWCB does not receive the annual payment within sixty (60) calendar days of the due date. At the discretion of the CWCB, and if the Borrower requests in writing with sufficient justification, the late fee may be waived by the CWCB. CWCB will review the request from the Borrower, and may, in its sole discretion, choose to waive the late fee.
5. 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.
6. This Promissory Note is issued pursuant to the Contract between the CWCB and the Borrower. The 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, Deed of Trust and Stock Assignment ("Security Instruments") of even date and amount herewith and cover the Pledged Revenues and Pledged Property. The Contract and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Promissory Note in certain events.
7. If any annual payment is not paid when due or any default under the Contract or the Security Instruments

securing this Promissory Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the

indebtedness shall bear interest at the rate of seven percent (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 sixty (60) days of receipt of such notice before the Borrower shall be considered in default for purposes of this Promissory Note.

8. The Borrower hereby agrees that if this 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.
9. This Promissory Note is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State thereunto enabling. Specifically, but not by way of limitation, the Contract and this Promissory Note are authorized pursuant to and under the authority of Title 31, Article 35; Title 37, Article 45.1; and Title 11, Article 57, Part 2, C.R.S., and in full conformity therewith. Pursuant to Section 11-57-210, C.R.S., and Section 31-35-413, C.R.S., this recital shall be conclusive evidence of the validity and the regularity of the issuance of this Promissory Note and the Promissory Note shall be incontestable for any cause whatsoever after its delivery for value.

Lateral Ditch ML47, Inc.

By: Kathy Ericson
Signature

Name: Kathy ERICSON

Title: President

Date: 12/1/2020

Attest:

By: Molly Walton
Signature

Name: Molly Walton

Title: Secretary ML47 INC.

Date: 12-1-20



Lateral Ditch Pipeline Project

Lateral Ditch ML47 Inc
Substantially Complete June 1, 2021

The ML47 Lateral Ditch serves 25 irrigators. It was originally an open, concrete-lined ditch. The new piped ditch will deliver water more efficiently and with fewer losses.



Project Description

Lateral Ditch ML47, Inc. is a nonprofit corporation that operates and maintains a lateral serving 25 irrigators along 33 ½ Road who grow hay, corn, alfalfa, hemp, as well as water lawns and pastures. The lateral was primarily a concrete lined ditch, which occasionally experienced flooding when trash blew in and blocked the flow, and had developed significant cracks that leached water. ML47 improved the headgate at the Grand Valley Irrigation Canal, and piped the ditch with a pressurized system to increase efficiency, safety, and improve the quality of water returning to the Colorado River while also reducing water loss, maintenance costs, and the risks and liabilities of flooding. During the construction period, ML47 received a grant from the River District's new Partnership Program, met the match requirements of their WSRF grant, and was granted the remaining funds necessary to pay down their loan from the US Bureau of Reclamation.

P R O J E C T D A T A		
Sponsor: Lateral Ditch ML47 Inc	County: Mesa	Water Source: Colorado River
Type of Project: Ditch Piping	Board Approval Date: May 2020	
Loan Terms: (Original) \$707,000.00 @ 1.60% (Final) \$692,548.62 @ 1.60%		
Design Engineer: NRCS		
Contractor: Dirtworks Construction, LLC		