

**LOAN CONTRACT AMENDMENT NO. 1**

<b><u>State Agency</u></b> Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b><u>Amendment No. 1 Contract Number</u></b> CMS 181060 CT2021-3846
<b><u>Borrower</u></b> Rio Grande Water Conservation District, Subdistrict Number 5 acting by & through the water activity enterprise for Subdistrict Number 5	<b><u>Original Contract Number</u></b> CMS 167659 CT2021-3846
<b><u>Current Contract Maximum Amount</u></b> \$6,080,200.00	<b><u>Contract (Original) Performance Beginning Date</u></b> <b><u>Contract (Original) Performance End Date</u></b> Start Date: 01/16/21 End Date: 01/16/2056
<b><u>Project Name</u></b> Saguache Pipeline <b><u>Reason for Modification</u></b> RGWCD intended to construct a 3-mile long pipeline to connect 3 groundwater wells to Saguache Creek. After further analysis, it was decided to purchase properties closer to Saguache Creek, construct two new wells, and install a much shorter pipeline.	<b><u>Loan Contract Terms</u></b> 1.20% for 30 years <b><u>Loan Contract Repayment Schedule</u></b> Loan not in repayment at this time

**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.

Rio Grande Water Conservation District Subdistrict Number 5 acting by and through the water activity enterprise for Subdistrict Number 5 <u>Chris Chen</u> (Signature) Name: <u>Chris Chen</u> Title: <u>Program Manager</u> Date: <u>3/16/2023</u> <b>ATTEST:</b> <u>Amber Pacheco</u> (Signature) Name: <u>Amber Pacheco</u> Title: <u>Deputy General Manager</u> Date: <u>3/16/2023</u>	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board DocuSigned by: <u>Kirk Russell</u> 546EA29BD43244E... (Signature) Name: Kirk Russell, P.E., Section Chief Date: <u>April 13, 2023   9:30 PM MDT</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

**STATE CONTROLLER**  
 Robert Jaros, CPA, MBA, JD  
 By: Ion Cotsapas  
 70E3DF1B09EE4E8...  
 Name: Ion Cotsapas  
 Title: DNR Procurement Director

Amendment Effective Date: April 14, 2023 | 2:58 PM MDT

**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 March 2021, for the Saguache Pipeline Project. The parties have agreed to amend the contract to increase the final loan amount. The amount of the current loan contract is increased by \$1,187,760.00 from \$4,892,440.00 to \$6,080,200.00. The total loan amount is hereby modified accordingly.

**5. MODIFICATIONS**

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

- A. The Original Contract Maximum loan contract amount shown on the Signature and Cover Page for this Amendment is hereby deleted and replaced with the Current Contract Maximum Amount of \$6,080,200.00. The loan terms shall remain at 1.20% for 30 years.
- B. Amendment to Promissory Note, Appendix A, in the revised loan amount and incorporated herein, shall replace and supersede the Original Promissory Note attached to the Original Loan Contract as Appendix 3.
- C. Amendment to Security Agreement, Appendix B, in the revised loan amount and incorporated herein, shall supplement and operate in conjunction with the Original Security Agreement, attached to the Original Loan Contract as Appendix 5.
- D. 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 with Natural Persons” is deleted.
  - iii. The Special Provision titled “Public Contracts with Natural Persons” is deleted.

**6. RESOLUTION**

The Borrower has adopted a Board of Director’s Resolution, irrevocable for the term of this loan, authorizing the Borrower to enter into this contract amendment to borrow the additional loan amount, to establish and collect assessments sufficient to pay the annual loan payments, to pledge said assessments for repayment of the loan, and to

execute documents necessary to convey a security interest in said assessments and collateral, if necessary, to the CWCB, and attached as Appendix C.

**7. BOND COUNSEL OPINION LETTER**

Prior to the execution of this Amendment by the CWCB, the Borrower shall submit to the CWCB a letter from its bond counsel stating that it is the bond counsel's opinion that (1) the person(s) signing for the Borrower was duly elected or appointed and has authority to sign such documents on behalf of the Borrower and to bind the Borrower; (2) the Borrower's governing body has validly adopted a resolution approving this Amendment; (3) there are no provisions in the any state or local law that prevent this Amendment from binding the Borrower; and (4) this Amendment will be valid and binding against the Borrower if entered into by the CWCB.

**8. 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.

**Appendix A, Amendment No. 1 to Loan Contract CT2021-3846**  
**Amendment to Promissory Note**

Date: 3/16/, 2023  
Borrower: Rio Grande Water Conservation District, Subdistrict Number 5  
acting by and through the water activity enterprise for Subdistrict Number 5  
Total Loan Amount: \$6,080,200.00  
Interest Rate: 1.20% per annum  
Term: Thirty (30) years or until loan is paid in full  
Loan Contract No.: CT2021-3846  
Annual Loan Payment: \$242,539.37  
Payment Initiation Date: \_\_\_\_\_  
(to be filled in at Substantial Completion of Project)  
Maturity Date: \_\_\_\_\_  
(to be filled in at Substantial Completion of Project)

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 Amendment to Promissory Note (Note).

1. This Note, in the **revised loan amount of \$6,080,200.00**, shall replace and supersede the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of 4,892,440.00.
2. Principal and interest shall be payable in equal Annual Loan Payments, as set forth above, 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.
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 5% of the annual payment if the CWCB does not receive the Annual Loan 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 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. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
7. This 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 Instrument") of even date and amount and cover certain revenues 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 Note in certain events.

8. If any annual payment is not paid when due or any default under the Loan Contract or the Security Instruments securing this 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 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.
9. 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.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

Rio Grande Water Conservation District,  
Subdistrict Number 5  
acting by and through the water activity  
enterprise for Subdistrict Number 5

Attest:

By Amber Pacheco  
Signature  
Name Amber Pacheco  
Title Deputy General Manager  
Date 3/16/2023

By Chris Ivers  
Signature  
Name Chris Ivers  
Title Program Manager  
Date 3/16/2023

**Appendix B, Amendment No.1 to Loan Contract CT2021-3846  
Amendment to Security Agreement**

Debtor: Rio Grande Water Conservation District, Subdistrict Number 5  
acting by and through the water activity enterprise for  
Subdistrict Number 5  
Secured Party: Colorado Water Conservation Board  
Revised Loan Amount: \$6,080,200.00  
Term: Thirty (30) years or until loan is paid in full  
Interest Rate: 1.20% per annum  
Loan Contract Number: CT2021-3846

1. The Parties have amended the Original Loan Contract and Promissory Note to: \$6,080,200.00 and hereby amend the original Security Agreement, Appendix 5, to the Original Loan Contract to document the change.
2. The Parties expressly agree that this Amendment to Security Agreement is supplemental to the Security Agreement and all terms, conditions, and provisions thereof, are to apply to this Amendment to Security Agreement as though they were expressly rewritten, incorporated, and included herein.
3. Collateral for the loan remains the same.

Rio Grande Water Conservation District, Subdistrict  
Number 5  
acting by and through the water activity enterprise for  
Subdistrict Number 5

Attest:  
By Amber Pacheco  
Signature  
Name Amber Pacheco  
Title Deputy General Manager  
Date 3/16/2023

By Chris Ivers  
Signature  
Name Chris Ivers  
Title Program Manager  
Date 3/16/2023

## Appendix C

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIO GRANDE WATER CONSERVATION DISTRICT**

*(To Affirm the Resolution to Apply for a Loan from the  
Colorado Water Conservation Board)*

#### **R E C I T A L S**

WHEREAS, the Rio Grande Water Conservation District was created pursuant to section 37-48-102, C.R.S.; and,

WHEREAS, pursuant to section 37-48-108, C.R.S., the Rio Grande Water Conservation District is authorized to establish special improvement districts; and

WHEREAS, pursuant to the request of certain water users in the Saguache Creek basin and section 37-48-123, the District filed a Petition to establish Special Improvement District No. 5 of the Rio Grande Water Conservation District ("Subdistrict No. 5") in the District Court, Saguache County and the District approved said petition on December 18, 2017; and,

WHEREAS, Subdistrict No. 5 as a local government entity is authorized to establish a water enterprise pursuant to Article 45.1 of Title 37 of the Colorado Revised Statutes and Subdistrict No. 5 has established such enterprise; and,

WHEREAS, the Enterprise is authorized to borrow money and incur indebtedness pursuant to section 37-50-107(1)(c), C.R.S.; and,

WHEREAS, the Board of Managers of Subdistrict No. 5 previously directed Enterprise staff and consultants to pursue and apply for a loan from the Colorado Water Conservation Board in the amount of six million, eighty thousand, two hundred dollars (\$6,080,200.00); and,

WHEREAS, the Board of Managers, after consultation with Enterprise Staff and consultants determined its current fee structure and revenue is sufficient to meet the repayment terms of such a loan; and,

WHEREAS, Enterprise staff and consultants did apply for such loan and such loan application was approved by the Colorado Water Conservation Board; and,

WHEREAS, the Enterprise Board has affirmed the request to apply for and approve such loan from the Colorado Water Conservation Board by written resolution; and,

WHEREAS, Subdistrict No. 5 and its water activity enterprise is a subset of the District itself and all contracts entered into by Subdistrict No. 5 and/or its water activity enterprise must be approved by the Board of Directors of the District.

## RESOLUTION

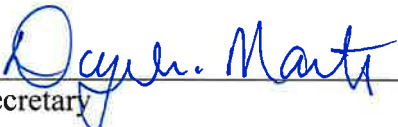
NOW, THEREFORE, be it resolved by the Board of Directors of the Rio Grande Water Conservation District that:

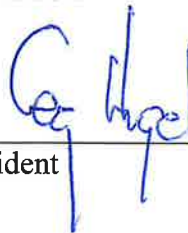
1. The Subdistrict No. 5 Enterprise Board has previously authorized Enterprise staff and consultants to request a loan in the amount of six million, eighty thousand, two hundred dollars (\$6,080,200.00).
2. The Board of Directors, acting for and on behalf of Subdistrict No. 5 and its water activity enterprise hereby accepts the terms of said loan as provided by the Colorado Water Conservation Board and authorizes the acceptance of the loan on behalf of the Enterprise.

RESOLVED this \_\_ day of February 2023, at the office of the Rio Grande Water Conservation District, 8805 Independence Way, Alamosa, CO.

ATTEST:

BOARD OF DIRECTORS OF THE  
RIO GRANDE WATER CONSERVATION  
DISTRICT

  
Secretary

  
President



**RESOLUTION OF THE BOARD OF MANAGERS OF SPECIAL IMPROVEMENT  
DISTRICT NO. 5 OF THE RIO GRANDE WATER CONSERVATION DISTRICT  
WATER ACTIVITY ENTERPRISE**

*(To Affirm the Resolution to Apply for a Loan from the  
Colorado Water Conservation Board)*

**R E C I T A L S**

WHEREAS, the Rio Grande Water Conservation District was created pursuant to section 37-48-102, C.R.S.; and,

WHEREAS, pursuant to section 37-48-108, C.R.S., the Rio Grande Water Conservation District is authorized to establish special improvement districts; and,

WHEREAS, pursuant to the request of certain water users in the Saguache Creek basin and section 37-48-123, the District filed a Petition to establish Special Improvement District No. 5 of the Rio Grande Water Conservation District ("Subdistrict No. 5") in the District Court, Saguache County and the District approved said petition on December 18, 2017; and,

WHEREAS, Subdistrict No. 5 as a local government entity is authorized to establish a water enterprise pursuant to Article 45.1 of Title 37 of the Colorado Revised Statutes and Subdistrict No. 5 has established such enterprise; and,

WHEREAS, the Enterprise is authorized to borrow money and incur indebtedness pursuant to section 37-50-107(1)(c), C.R.S.; and,

WHEREAS, the Board of Managers of Subdistrict No. 5 previously directed Enterprise staff and consultants to pursue and apply for a loan from the Colorado Water Conservation Board in the amount of six million, eighty thousand, two hundred dollars (\$6,080,200.00); and,

WHEREAS, the Board of Managers, after consultation with Enterprise Staff and consultants determined its current fee structure and revenue is sufficient to meet the repayment terms of such a loan; and,

WHEREAS, Enterprise staff and consultants did apply for such loan and such loan application was approved by the Colorado Water Conservation Board; and,

WHEREAS, the Board wishes to memorialize said previous request, application, and approval in a written Resolution.

**R E S O L U T I O N**


NOW, THEREFORE, be it resolved by the Board of the Enterprise that:

1. The Board has previously authorized Enterprise staff and consultants to request a loan in the amount of six million, eighty thousand, two hundred dollars (\$6,080,200.00).

2. The Board hereby accepts the terms of said loan as provided by the Colorado Water Conservation Board and authorizes the acceptance of the loan on behalf of the Enterprise.

RESOLVED this \_\_ day of February 2023, at the office of the Rio Grande Water Conservation District, 8805 Independence Way, Alamosa, CO.

ATTEST:

  
Secretary

BOARD OF MANAGERS SPECIAL  
IMPROVEMENT DISTRICT NO. 5 OF THE  
RIO GRANDE WATER CONSERVATION  
DISTRICT WATER ACTIVITY  
ENTERPRISE

  
President

**Certificate Of Completion**

Envelope Id: 4D923645BF4E440A921C60B21833439C

Status: Completed

Subject: DNR Pre-Review/Approval: CMS 181060 Rio Grande Loan Amend #1- Saguache Pipeline CT2021-3846

Source Envelope:

Document Pages: 10

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kaylee Salazar

AutoNav: Enabled

kaylee.salazar@state.co.us

Envelopeld Stamping: Enabled

IP Address: 165.127.23.2

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Kaylee Salazar

Location: DocuSign

4/13/2023 10:54:38 AM

kaylee.salazar@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: DNR

Location: DocuSign

**Signer Events****Signature****Timestamp**

DNR PRE-REVIEW

**Completed**

Sent: 4/13/2023 11:07:01 AM

dnr\_edo\_reviewcontract@state.co.us

Viewed: 4/13/2023 2:13:16 PM

DNR

Signed: 4/13/2023 2:13:20 PM

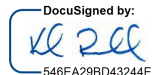
Security Level: Email, Account Authentication (None)

Using IP Address: 165.127.23.2

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kirk Russell

DocuSigned by:



546EA29BD43244E...

Sent: 4/13/2023 2:13:21 PM

kirk.russell@state.co.us

Viewed: 4/13/2023 2:32:46 PM

Finance Chief

Signed: 4/13/2023 9:30:22 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 165.127.23.2

**Electronic Record and Signature Disclosure:**

Accepted: 4/13/2023 2:32:46 PM

ID: efae8dce-dc3f-416c-a5c6-f3def65bdbc

Kaylee Salazar

**Completed**

Sent: 4/13/2023 9:30:23 PM

kaylee.salazar@state.co.us

Viewed: 4/14/2023 8:47:21 AM

Security Level: Email, Account Authentication (None)

Using IP Address: 107.115.239.63

Signed using mobile

Signed: 4/14/2023 8:47:38 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ion Cotsapas

DocuSigned by:



70E3DF1B09EE4E8...

Sent: 4/14/2023 8:47:40 AM

dnr\_edo\_allcontroller@state.co.us

Viewed: 4/14/2023 2:58:29 PM

DNR Procurement Director

Signed: 4/14/2023 2:58:34 PM

DNR Procurement Director

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 165.127.23.2

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Cole bedford cole.bedford@state.co.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/14/2023 2:58:36 PM
Chris Ivers chris@rgwcd.org Program Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/9/2021 10:06:00 AM ID: 96b27a92-bc13-4eb4-9d41-375a708a2108	COPIED	Sent: 4/14/2023 2:58:37 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2023 11:07:02 AM
Envelope Updated	Security Checked	4/13/2023 7:51:59 PM
Certified Delivered	Security Checked	4/14/2023 2:58:29 PM
Signing Complete	Security Checked	4/14/2023 2:58:34 PM
Completed	Security Checked	4/14/2023 2:58:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, DNR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact DNR:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [lilo.santos@state.co.us](mailto:lilo.santos@state.co.us)

#### **To advise DNR of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [lilo.santos@state.co.us](mailto:lilo.santos@state.co.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from DNR**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [lilo.santos@state.co.us](mailto:lilo.santos@state.co.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with DNR**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [lilo.santos@state.co.us](mailto:lilo.santos@state.co.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DNR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DNR during the course of your relationship with DNR.