
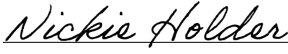



## LOAN CONTRACT AMENDMENT NO. 1

<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 196092 CT2021-3115
<b><u>Borrower and Address</u></b> Lookout Mountain Water District	<b><u>Original Contract Number</u></b> 164730
<b><u>Current Contract Maximum Amount</u></b> \$ 3,353,920.52	<b><u>Contract Performance Beginning Date</u></b> February 19, 2021
<b><u>Project Name</u></b> Upper & Lower Beaver Brook Reservoir Rehabilitation	<b><u>Contract Performance End Date</u></b> December 1, 2024
<b><u>Reason for Modification</u></b> Total loan amount is reduced upon substantial completion	<b><u>Loan Contract Terms</u></b> 2.05% for 30 years <b><u>Loan Contract Repayment Schedule</u></b> Payment Initiation Date: December 1, 2024 Loan Maturity Date: December 1, 2054

### 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.

<p style="text-align: center;"><b>BORROWER</b></p> <div style="text-align: center;">               _____              Lookout Mountain Water District (Signature)         </div> <p>Name: Barb Nevins _____</p> <p>Title: Board President _____</p> <p>Date: 12/19/2024 _____</p> <p><b><u>ATTEST:</u></b></p> <div style="text-align: center;">               _____              (Signature)         </div> <p>Name: Nickie Holder _____</p> <p>Title: Administrator _____</p> <p>Date: 12/19/2024 _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor                  Colorado Department of Natural Resources                  Dan Gibbs, Executive Director                  Colorado Water Conservation Board</p> <div style="text-align: center;">               _____              (Signature)         </div> <p style="text-align: center;">Name: Kirk Russell, P.E., Section Chief</p> <p style="text-align: center;">Date: <u>January 7, 2025</u>   <u>1:25 PM MST</u></p>
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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

*Ion Cotsapas*

By: \_\_\_\_\_

Name: Ion Cotsapas

Title: DNR Procurement Director

Amendment Effective Date: January 9, 2025 | 10:40 AM MST

**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 November 2020, for the Upper & Lower Beaver Brook Reservoir Rehabilitation project. The project was completed, and the parties agree to amend the contract to reduce the final loan amount. The amount of the current loan contract is decreased by \$181,079.48 from \$3,535,000.00 to \$3,353,920.52 in consideration of substantial completion of the project. 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 amount is hereby deleted and replaced with the Current Contract Maximum loan amount, \$3,353,920.52, shown on the Signature and Cover Page for this Amendment. The loan terms shall remain at 2.05% 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 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.

**Appendix A, Amendment No. 1 to Loan Contract CT2021-3115**  
**Amendment to Promissory Note**

Date: 12/19/2024  
Borrower: Lookout Mountain Water District  
Total Loan Amount: \$3,353,920.52  
Interest Rate: 2.05% per annum  
Term: 30 years or until loan is paid in full  
Loan Contract No.: CT2021-3115  
Annual Loan Payment: \$150,783.81  
Payment Initiation Date: 12/01/2024  
  
Maturity Date: 12/01/2054

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 \$3,353,920.52**, *shall replace and supersede* the Original Promissory Note, attached as Appendix 3 to the Original Loan Contract, in the amount of 3,535,000.00.
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 Instruments") 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.

Attest:

By Nickie Holder

Signature

Name Nickie Holder \_\_\_\_\_

Title Administrator \_\_\_\_\_

Date 12/19/2024 \_\_\_\_\_

Borrower:

By Barb Nevins  
Signature

Name Barb Nevins \_\_\_\_\_

Title Board President \_\_\_\_\_

Date 12/19/2024 \_\_\_\_\_

**Appendix B, Amendment No.1 to Loan Contract CT2021-3115**  
**Amendment to Security Agreement**

Debtor: Lookout Mountain Water District  
Secured Party: Colorado Water Conservation Board  
Revised Loan Amount: \$3,353,920.52  
Term: 30 years or until loan is paid in full  
Interest Rate: 2.05% per annum  
Loan Contract Number: CT2021-3115

- 1. The Parties have amended the Original Loan Contract and Promissory Note to decrease the total loan amount by \$181,079.48 from \$3,535,000.00 to \$3,353,920.52 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.

Attest:  
  
By Nickie Holder  
Signature  
Name Nickie Holder  
Title Administrator  
  
Date 12/19/2024\_\_\_\_\_

Borrower:  
  
By Barb Nevins  
Signature  
Name Barb Nevins\_\_\_\_\_  
Title Board President\_\_\_\_\_  
Date 12/19/2024\_\_\_\_\_



## COLORADO

### Colorado Water Conservation Board

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

December 10, 2024

Ms. Barbara Nevins, President  
Lookout Mountain Water District  
PO Box 17780  
Golden, CO 80402

Re: Upper and Lower Beaver Brook Dam Rehabilitation Project  
Loan Contract Number CT2021-3115

#### NOTICE OF PROJECT SUBSTANTIAL COMPLETION

Dear Ms. Nevins:

This letter is to advise you that the Project referenced above was substantially completed on December 1, 2024. In accordance with the Loan Contract, the District owes \$91,709.20 for interest accrued during the construction phase of the Project (see attached Project Expenditure Schedule). Mail Please make this "interest only payment" check payable to the Colorado Water Conservation Board and include the Loan Contract Number on the check. Mail it to the address above, attention Mimi Winter.

The final total loan amount under this contract is \$3,353,920.52 (\$3,320,713.39 plus \$33,207.13 for the 1% service fee). An adjustment in the amount of \$181,079.48 will be made to the contract for funds no longer needed; Kaylee Salazar, Contracts Manager will initiate the contract amendment process to reflect the adjusted amount. She can be reached at [kaylee.salazar@state.co.us](mailto:kaylee.salazar@state.co.us). The first annual loan payment will be due on December 1, 2025, in the amount of \$150,783.81 as presented in the attached Loan Repayment Schedule.

Please note, in accordance with the Borrower's Loan Contract, audited annual financials must be submitted to the CWCB 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 contact us if you have any questions.

Sincerely,

Kirk Russell, P.E. Chief  
CWCB Finance Section

Loan Contract Amount = \$3,535,000.00  
Final Total Loan Amount = \$3,353,920.52

cc: Jessica Brody, CWCB Board Member, Metro Basin



Colorado Water Conservation Board  
Project Expenditure Schedule

**Upper & Lower Beaver Brook Dam Rehabilitation**

**Lookout Mountain Water District**  
**1202 Bergen Parkway**  
**Evergreen , CO 80439**  
**c/o Kyle Schroeder**

**Ph. 303-548-7375**  
**Fax**  
**kschroeder@team-ate.com**

	Original	Amended	Final
Loan Contract No.:	<b>CT2021-3115</b>		
Authorization:	\$3,535,000.00		
Contract Amount	\$3,500,000.00		\$ 3,320,713.39
Loan Service Fee %	1.00%		
Loan Service Fee	\$35,000.00		\$ 33,207.13
Total Loan Amount	\$3,535,000.00		\$ 3,353,920.52
Interest:	2.05%		2.05%
Term (Years):	30		30
Conditions:	Up to 100%		Up to 100%
IDC Calculation Date:	12/1/2024		

Substantial Completion Date

12/1/2024

Contract Expires:

2/19/2024

Pay Req. No.	Date	Description	Amount Disbursed	Cumulative Loan Balance	Balance Available to Loan	Interest	Accrued Interest
					\$ 3,535,000.00		
1	6/18/2021	Engineering and Construction	\$ 189,240.00	\$ 189,240.00	\$ 3,345,760.00	\$ 13,413.23	\$ 13,413.23
2	7/20/2021	Engineering and Construction	\$ 212,473.39	\$ 401,713.39	\$ 3,133,286.61	\$ 14,678.13	\$ 28,091.36
3	9/20/2021	Engineering and Construction	\$ 275,000.00	\$ 676,713.39	\$ 2,858,286.61	\$ 18,040.00	\$ 46,131.36
4	10/22/2021	Design and Construction	\$ 100,000.00	\$ 776,713.39	\$ 2,758,286.61	\$ 6,380.27	\$ 52,511.63
5	11/19/2021	Engineering and Construction	\$ 1,615,000.00	\$ 2,391,713.39	\$ 1,143,286.61	\$ 100,501.67	\$ 153,013.30
6	12/17/2021	Engineering and Construction	\$ 629,000.00	\$ 3,020,713.39	\$ 514,286.61	\$ 38,153.59	\$ 191,166.89
	12/28/2022	IDC interim payment	-	\$ 3,020,713.39	\$ 514,286.61	(\$ 72,237.68)	\$ 118,929.21
	7/11/2023	IDC interim payment through 6/30/23	-	\$ 3,020,713.39	\$ 514,286.61	(\$ 30,707.82)	\$ 88,221.39
7	5/8/2024	Construction	\$ 300,000.00	\$ 3,320,713.39	\$ 214,286.61	\$ 3,487.81	\$ 91,709.20
Final	12/1/2024	Loan Service Fee @ 1%	\$ 33,207.13	\$ 3,353,920.52	\$ 181,079.48	-	\$ 91,709.20
CT	12/1/2024	Contract Adjustment - funds not needed	(\$ 181,079.48)	\$ 3,353,920.52	(\$ 0.00)	-	\$ 91,709.20

*MW*





# COLORADO

## Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

### Loan Repayment Schedule

Borrower | Lookout Mountain Water District

Loan Contract Number | CT2021-3115

FINAL Loan Amount | \$3,320,713.39

1% Service Fee | \$33,207.13

Interest During Construction Added | \$0.00

FINAL Total Loan Amount | \$3,353,920.52

Interest Rate | 2.050000 %

Term | 30

First Payment Due | December 1, 2025

Annual Payment Amount | \$150,783.81

Line status	Pmt Date	Payment	Principal	Interest	Column fees	True Balance
Service Fee / IDC	12/01/2024	\$0.00	\$-33,207.13	\$0.00	\$33,207.13	\$3,353,920.52
Due Pmt	12/01/2025	\$150,783.81	\$82,028.44	\$68,755.37	\$0.00	\$3,271,892.08
Due Pmt	12/01/2026	\$150,783.81	\$83,710.02	\$67,073.79	\$0.00	\$3,188,182.06
Due Pmt	12/01/2027	\$150,783.81	\$85,426.08	\$65,357.73	\$0.00	\$3,102,755.98
Due Pmt	12/01/2028	\$150,783.81	\$87,177.31	\$63,606.50	\$0.00	\$3,015,578.67
Due Pmt	12/01/2029	\$150,783.81	\$88,964.45	\$61,819.36	\$0.00	\$2,926,614.22
Due Pmt	12/01/2030	\$150,783.81	\$90,788.22	\$59,995.59	\$0.00	\$2,835,826.00
Due Pmt	12/01/2031	\$150,783.81	\$92,649.38	\$58,134.43	\$0.00	\$2,743,176.62
Due Pmt	12/01/2032	\$150,783.81	\$94,548.69	\$56,235.12	\$0.00	\$2,648,627.93
Due Pmt	12/01/2033	\$150,783.81	\$96,486.94	\$54,296.87	\$0.00	\$2,552,140.99
Due Pmt	12/01/2034	\$150,783.81	\$98,464.92	\$52,318.89	\$0.00	\$2,453,676.07
Due Pmt	12/01/2035	\$150,783.81	\$100,483.45	\$50,300.36	\$0.00	\$2,353,192.62
Due Pmt	12/01/2036	\$150,783.81	\$102,543.36	\$48,240.45	\$0.00	\$2,250,649.26
Due Pmt	12/01/2037	\$150,783.81	\$104,645.50	\$46,138.31	\$0.00	\$2,146,003.76
Due Pmt	12/01/2038	\$150,783.81	\$106,790.73	\$43,993.08	\$0.00	\$2,039,213.03
Due Pmt	12/01/2039	\$150,783.81	\$108,979.94	\$41,803.87	\$0.00	\$1,930,233.09
Due Pmt	12/01/2040	\$150,783.81	\$111,214.03	\$39,569.78	\$0.00	\$1,819,019.06
Due Pmt	12/01/2041	\$150,783.81	\$113,493.92	\$37,289.89	\$0.00	\$1,705,525.14
Due Pmt	12/01/2042	\$150,783.81	\$115,820.54	\$34,963.27	\$0.00	\$1,589,704.60
Due Pmt	12/01/2043	\$150,783.81	\$118,194.87	\$32,588.94	\$0.00	\$1,471,509.73
Due Pmt	12/01/2044	\$150,783.81	\$120,617.86	\$30,165.95	\$0.00	\$1,350,891.87
Due Pmt	12/01/2045	\$150,783.81	\$123,090.53	\$27,693.28	\$0.00	\$1,227,801.34
Due Pmt	12/01/2046	\$150,783.81	\$125,613.88	\$25,169.93	\$0.00	\$1,102,187.46
Due Pmt	12/01/2047	\$150,783.81	\$128,188.97	\$22,594.84	\$0.00	\$973,998.49
Due Pmt	12/01/2048	\$150,783.81	\$130,816.84	\$19,966.97	\$0.00	\$843,181.65
Due Pmt	12/01/2049	\$150,783.81	\$133,498.59	\$17,285.22	\$0.00	\$709,683.06
Due Pmt	12/01/2050	\$150,783.81	\$136,235.31	\$14,548.50	\$0.00	\$573,447.75
Due Pmt	12/01/2051	\$150,783.81	\$139,028.13	\$11,755.68	\$0.00	\$434,419.62
Due Pmt	12/01/2052	\$150,783.81	\$141,878.21	\$8,905.60	\$0.00	\$292,541.41
Due Pmt	12/01/2053	\$150,783.81	\$144,786.71	\$5,997.10	\$0.00	\$147,754.70
Due Pmt	12/01/2054	\$150,783.67	\$147,754.70	\$3,028.97	\$0.00	\$0.00

*MW*





Upper and Lower Beaver Brook Dam Rehabilitation

Lookout Mountain Water District

Substantially Complete December 1, 2024



Project Description

The Lookout Mountain Water District owns and operates the Upper Beaver Brook (UBB) Reservoir (397 AF), Lower Beaver Brook (LBB) Reservoir (31 AF), and Lookout Mountain Reservoir (101 AF) - diverting an annual average of 185 AF - for the benefit of its 1,600 residential and commercial customers.

In November of 2020, the District received a \$3,500,000 loan from the CWC to support the rehabilitation of both the Upper and Lower Beaver Brook reservoirs. Construction on the dam of the LBB Reservoir - which serves a forebay for the District's water treatment plant - began in May of 2021 and finished at beginning of 2022. Soon after completion of the LBB, elevated pH water was observed seeping from the dam that exceeded the Army Corp's requirements. The District worked with the Army Corp to develop a mitigation and monitoring program in 2024 to the Corp's satisfaction.

Demolition and reconstruction on the UBB outlet works began in the May 2023 and concluded in August 2023. Due to the depth of the outlet works below water, a coffer dam was not a feasible option. The District contracted with an underwater diving company that specializes in the high altitude underwater construction to perform the work.

P R O J E C T   D A T A		
Sponsor: Lookout Mountain Water District	County: Jefferson	Water Source: Beaver Brook
Type of Project: Dam Rehabilitation		Board Approval Date: November 2020
Loan Terms: 30 years @ 2.05% (Original) \$3,535,000.00 (Final) \$3,353,920.52		
Design Engineer: GEI Consultants Inc.		
Contractors: Zak Dirt Inc. for LBB; Marine Diving Solutions for UBB		

## Certificate Of Completion

Envelope Id: 6079E48D-258A-4ACC-BD15-2A0A83BE3B80

Status: Completed

Subject: DNR Pre-Review/Approval: CMS 196092, A#1 Lookout Mountain WD-Beaver Brook Dam Rehab, CT2021-3115

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 & Canada)

## Record Tracking

Status: Original

Holder: Kaylee Salazar

Location: DocuSign

1/2/2025 8:18:13 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: 1/2/2025 9:21:16 AM

dnr\_edo\_reviewcontract@state.co.us

Viewed: 1/7/2025 1:10:14 PM

DNR

Signed: 1/7/2025 1:10:18 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 35.150.113.0

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kirk Russell

Sent: 1/7/2025 1:10:20 PM

kirk.russell@state.co.us

Viewed: 1/7/2025 1:23:26 PM

CWCB, Finance Section Chief

Signed: 1/7/2025 1:25:12 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 73.14.186.48

**Electronic Record and Signature Disclosure:**

Accepted: 1/7/2025 1:23:26 PM

ID: 0a6b393b-4529-48a2-ac2d-90e82fa41da3

Kaylee Salazar

**Completed**

Sent: 1/7/2025 1:25:13 PM

kaylee.salazar@state.co.us

Viewed: 1/8/2025 2:42:31 PM

Security Level: Email, Account Authentication (None)

Using IP Address: 165.127.23.2

Signed: 1/8/2025 2:42:34 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ion Cotsapas

Sent: 1/8/2025 2:42:35 PM

dnr\_edo\_allcontroller@state.co.us

Viewed: 1/9/2025 10:40:44 AM

DNR Procurement Director

Signed: 1/9/2025 10:40:48 AM

DNR Procurement Director

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 67.162.159.117

**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
Joshua Godwin joshua.godwin@state.co.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/9/2025 10:40:50 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/2/2025 9:21:16 AM
Certified Delivered	Security Checked	1/9/2025 10:40:44 AM
Signing Complete	Security Checked	1/9/2025 10:40:48 AM
Completed	Security Checked	1/9/2025 10:40:50 AM
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.