

Exclusive Negotiation Agreement

This Exclusive Negotiation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 ("Town"), and Hines Interests Limited Partnership, a Delaware limited partnership with an address of 2800 Post Oak Boulevard, Houston, TX 77056 ("Developer") (each a "Party and collectively the "Parties").

Whereas, the Town is the owner of certain real property legally described **Exhibit A**, attached hereto and incorporated herein by this reference;

Whereas, the Property is approximately 255 acres of real property situated between Weld County Road 7 to the west and I-25 to the east, and between Weld County Road 10 to the north and Erie Parkway to the south;

Whereas, the Town issued a Request for Qualifications ("RFQ") to identify a preferred development partner for the Property, in coordination with the larger 1,100-acre I-25 Erie Gateway development area;

Whereas, Developer submitted a response to the RFQ, and on February 22, 2022, the Town's Board of Trustees selected Developer as the Town's preferred development partner for the Property;

Whereas, the Parties now wish to enter into negotiations for the conveyance of the Property, subject to the approval of Planned Development ("PD") zoning for the Property, as well as the establishment of a new Urban Renewal Plan Area for the larger I-25 Erie Gateway development area, which includes the Property; and

Whereas, these discussions will establish a mutually agreeable framework for a public-private partnership that will lead to the successful development of the Property.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a timeframe for Developer's preliminary evaluation of the feasibility of developing the Property and the Parties' negotiation of future agreements regarding the development of the Property.
2. **Term.** The term of this Agreement shall commence on the Effective Date and expire upon the earliest to occur of: (a) Developer and the Town entering into a binding purchase and sale agreement for the conveyance of the Property by the Town to Developer (whether one or more as set forth below, a "Purchase and Sale Agreement"); (b) the date that is 12 months from the Effective Date; and (c) the early termination of this Agreement for any reason set forth herein. Notwithstanding the foregoing, provided this Agreement is not terminated by its term or for any other reason prior to the date 12

months from the Effective Date, the Town Administrator is authorized to extend the term on behalf of the Town for up to a cumulative total of an additional 6 months without additional approval from the Town's Board of Trustees.

3. Obligations of the Parties. During the term of this Agreement, the Parties shall have the following obligations:

a. *Exclusive Negotiations.* The Town shall negotiate exclusively with Developer for the conveyance and development of the Property, and the Town shall not publicly identify the Property as being available, or "for sale", to other developers or parties. The Parties shall use reasonable, good faith efforts to agree to terms to a letter of intent (the "LOI"), outlining, among other things, the financial terms and conditions for the Purchase and Sale Agreement, and relevant terms of any development agreement for the development and construction of the Property (a "Development Agreement"). The terms of the LOI shall not be binding on the Parties.

b. *Due Diligence.* The Town shall provide Developer any and all documents, reports, studies and other items in the Town's possession that affect the Property, so that Developer may ascertain and confirm the suitability of the Property for Developer's potential use in accordance with the planning process set forth herein.

c. *Planning.*

i. The Parties agree to participate and cooperate in a planning process to rezone the Property as Planned Development ("PD"), as well as a new urban renewal area for the larger I-25 Erie Gateway development area. The process will be coordinated by the Town. With Developer's cooperation and feedback, the Town shall further develop or cause the development of programming for uses of the Property that includes a concept plan (collectively, the "Programming Plan") based on the projected PD within 6 months of the Effective Date. The final Programming Plan shall require Developer's prior written approval. If the Parties do not agree to a final Programming Plan within the above-referenced 4-month period, Developer shall have the right to terminate this Agreement, at which time neither Party shall have any remaining obligations to the other except for those which expressly survive termination hereof.

ii. The Town will be responsible for the following costs: planning and engineering consultants to prepare the Programming Plan and PD documents, estimated to be approx. \$350,000; consultants to create the new urban renewal area, estimated to be \$30,000; consultants to help identify a current land valuation for Town-owned property and assist in negotiations, estimated to be \$30,000; preparation of any of concept plans, drawings, engineering, planning or design work for the Property; and any testing, examinations, inspections or investigations of the Property. Developer shall not be required to incur any costs in connection

its performance of this Agreement; however, for avoidance of doubt, Developer shall be responsible for its own attorney's fees generated in connection herewith.

d. *Development Agreement.* Upon the Parties' execution of the LOI, the Parties shall negotiate in good faith a Development Agreement for the Property, which will include the following, at a minimum: relevant terms set forth in the LOI; a concept plan; a site infrastructure plan addressing traffic and transportation facilities, parks and open space facilities, and other public improvements necessary for the development of the Property; a financing plan, with a description of sources and uses of public and private funds for the construction of private infrastructure and of necessary structures and improvements; a schedule for the development of the Property, with a goal of commencing construction by no later than January 1, 2025; and, unless addressed in a separate Purchase and Sale Agreement, a plan for conveyance of the Property, which conveyance may occur in phases.

e. *Purchase and Sale Agreement.* Upon the Parties' execution of the LOI, the Parties shall negotiate in good faith, one or more Purchase and Sale Agreements, which will convey the Property from the Town to Developer. As referenced above, the terms of the LOI shall be included in the Purchase and Sale Agreement. The conveyance of the Property is anticipated to be in phases, and the Purchase and Sale Agreements may be included in the Development Agreement, instead of being standalone agreements.

4. Access to Property.

a. *Grant.* During the term of this Agreement, the Town grants to Developer and its agents, contractors, engineers, surveyors, attorneys, and employees the right to enter the Property to conduct and make any and all customary studies, tests, examinations and inspections, or investigations (collectively, the "Inspections") of or concerning the Property (including without limitation engineering and feasibility studies, evaluation of drainage and flood plain, soil tests for bearing capacity and percolation, environmental reports, and surveys, including topographical surveys).

b. *Compliance with Law.* While on the Property, Developer and its agents, contractors, engineers, surveyors, attorneys, and employees shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §

2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

c. *Insurance.* Prior to accessing the Property, Developer shall procure and maintain, and shall cause any subcontractor to procure and maintain commercial general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy. Developer shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

d. *Indemnification.* Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to accessing the Property (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to the Claims. Notwithstanding the foregoing, Developer's indemnification obligation set forth in this section shall not apply to: (a) any pre-existing condition on the Property that Developer merely discovers during any of its Inspections; and (b) the Town's negligence or willful misconduct.

5. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the Parties with respect to the subject matter hereof.

i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

j. *Quasi-Judicial Authority.* Nothing in this Agreement shall constitute a waiver of the Town's quasi-judicial authority, and Developer acknowledges that the execution of this Agreement in no way guarantees the approval of any land use applications related to the Property. Developer hereby waives any right to challenge the Town's denial of a land use application solely on the basis that this Agreement constitutes pre-judgment or any similar basis.

[Signature Pages Follow]

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A
Legal Description

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL I:

A parcel on land located in the Northwest 1/4 and the East 1/2 of Section 15, Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, described as follows:

Commencing at the Northwest corner of said Section 15, from which the West 1/4 corner of said Section 15 bears S 00°03'00" E, 2643.00 feet; Thence S 89°50'47" E, 1375.15 feet along the North line of the Northwest 1/4 of said Section 15; Thence S 00°09'13" W, 30.00 feet to the South right of way line of Weld County Road No. 10 and the True Point of Beginning;

Thence Southeasterly 434.48 feet along the arc of a curve being parallel and 100 feet Southwesterly of the Southwesterly right of way line of the Union Pacific Railroad to a point tangent, said arc having a radius of 2561.11 feet, a central angle of 09°43'12", and being subtended by a chord that bears S 49°15'42" E, 433.96 feet;

Thence S 44°24'07" E, 1415.64 feet along a line parallel with and 100.00 feet Southwesterly of the Southwesterly right of way line of the Union Pacific Railroad to the East line of the Northwest 1/4 of said Section 15;

Thence S 00°11'06" W, 1317.03 feet along the East line of the Northwest 1/4 of said Section 15 to the center 1/4 corner of said Section 15;

Thence S 00°10'41" W, 2164.83 feet along the East line of the Southwest 1/4 of said Section 15 to the Southeasterly line of a tract of land described in Book 815, Reception No. 1736519 of the records of Weld County, Colorado;

Thence S 68°19'20" W, 416.98 feet along the Southeasterly line of that tract of land described in said Book 815, Reception No. 1736519 to the East line of said tract of land;

Thence S 00°22'21" W, 291.59 feet along the East line of that tract of land described in said Book 815, Reception No. 1736519 to the North right of way line of Weld County Road No. 8;

Thence N 89°59'21" E, 99.45 feet along the North right of way line of Weld County Road No. 8 to the Westerly line of that tract of land described as Reception No. 2673664 of the records of Weld County, Colorado;

Thence N 00°22'21" E, 227.00 feet along the Westerly line of that tract of land as described at said Reception No. 2673664;

Thence N 68°19'20" E, 2193.00 feet along the Westerly line of that tract of land as described at said Reception No. 2673664;

Thence N 13°47'20" E, 1065.21 feet along the Westerly line of that tract of land as described at said Reception No. 2673664 to the Southwesterly right of way line of the Union Pacific Railroad;

Thence Northwesterly 297.53 feet along the arc of a curve concave to the Northeast and along the Southwesterly right of way line of the Union Pacific Railroad to a point tangent, said arc having a radius of 1772.26 feet, a central angle of 09°37'08", and being subtended by a chord that bears N 49°12'41" W, 297.18 feet;

Thence N 44°24'07" W, 3839.45 feet along the Southwesterly right of way line of the Union Pacific Railroad to a point of curve to the left;

Thence Northwesterly, 317.06 feet along the arc of said curve and along the Southwesterly right of way line of the Union Pacific Railroad to the South right of way line of Weld County Road No. 10, said arc having a radius of 2661.11 feet, a central angle of 06°49'36", and being subtended by a chord that bears N 47°48'55" W, 316.88 feet;

Thence N 89°50'47" W, 165.45 feet along the South right of way line of Weld County Road No. 10 to the True Point of Beginning,
County of Weld,
State of Colorado.

PARCEL II:

A parcel of land located in the Northwest 1/4 and the East 1/2 of Section 15, Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, described as follows:

Commencing at the Northwest corner of said Section 15, from which the West 1/4 corner of said Section 15 bears S 00°03'00" E, 2643.00 feet; Thence S 89°50'47" E, 2128.42 feet along the North line of the Northwest 1/4 of said Section 15; Thence S 00°09'13" W, 30.00 feet to the South right of way line of Weld County Road No. 10 and the True Point of Beginning;

Thence S 44°24'07" E, 3743.35 feet along the Northeasterly right of way line of the Union Pacific Railroad to a point of curve to the left;

Thence Southeasterly, 379.17 feet along the arc of said curve and along the Northeasterly right of way line of the Union Pacific Railroad to a line parallel with and 330.00 feet Westerly of the East line of the Southeast 1/4 of said Section 15, said arc having a radius of 1372.26 feet, a central angle of 15°49'54", and being subtended by a chord that bears S 52°19'03" E, 377.97 feet;

Thence N 00°21'04" E, 294.80 feet along a parallel line with and 330.00 feet Westerly of the East line of the Southeast 1/4 of said Section 15 to the North line of the Southeast 1/4 of said Section 15;

Thence N 00°21'01" E, 1315.36 feet along a line parallel with and 330.00 feet Westerly of the East line of the Northeast 1/4 of said Section to the South line of a parcel of land described in Reception No. 2720822 of the records of Weld County, Colorado.

Thence N 89°36'48" W, 0.43 feet along the South line of said parcel of land described at Reception No. 2720822 to the West line of said parcel;

Thence N 00°23'13" E, 1253.41 feet along the West line of said parcel of land described at Reception No. 2720822 to the Southeast corner of a parcel of land described at Reception No. 2720823 of the records of Weld County, Colorado;

Thence N 85°57'42" W, 547.19 feet along the Southerly line of said parcel described at Reception No. 2720823 to the South right of way line of Weld County Road No. 10;

Thence N 89°56'24" W, 1820.14 feet along said right of way line to the East line of the Northwest 1/4 of said Section 15;

Thence N 89°50'47" W, 570.21 feet along the South right of way line of Weld County Road No. 10 to the

Northeasterly right of way line of the Union Pacific Railroad and the True Point of Beginning,
County of Weld,
State of Colorado.

PARCEL III:

A parcel of land located in the Southeast 1/4 of Section 15 and the Southwest 1/4 of Section 15, all in Township 1 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 15, being marked by a found 2-1/2 inch diameter illegible brass cap in asphalt pavement, thence S 89°56'36" W along the South line of said Southeast 1/4 of Section 15, with all bearings contained herein relative thereto, a distance of 2680.30 feet to the Southwest corner of said Southeast 1/4 of Section 15, being marked by a found 3-1/4 inch diameter aluminum cap stamped L.S. 8953 in Range Box;

Thence N 00°10'41" E along the West line of said Southeast 1/4 of Section 15 a distance of 30.00 feet to a point on the northerly right of way line of Weld County Road No. 8, and the True Point of Beginning;

Thence S 89°59'21" W along said northerly right of way line of Weld County Road No. 8, parallel with and 30.00 feet North of, by perpendicular measurement, the South line of the Southwest of Section 15, a distance of 288.55 feet to a found 5/8 inch diameter rebar with 1-1/2 inch diameter aluminum cap stamped L.S. 28285 marking the Southwest corner of tract of land described at Reception No. 2673664, County Public Records;
Thence departing said northerly right of way line of Weld County Road No. 8, along the westerly and northwesterly lines of said tract of land described at Reception No. 2673664 the following three(3) courses and distances:

1. Thence N 00°22'21" E, a distance of 227.00 feet to a found 5/8 inch diameter rebar with 1-1/2 inch diameter aluminum cap stamped L.S. 28285;
2. Thence N 68°19'20" E, a distance of 2193.00 feet to a found 5/8 inch diameter rebar with 1-1/2 inch diameter aluminum cap stamped L.S. 28285;
3. Thence N 13°47'20" E, a distance of 1065.21 feet to a found 5/8 inch diameter rebar with 1-1/2 inch diameter aluminum cap stamped L.S. 28285 marking a point on the monumented southwesterly right of way line of the Union Pacific Railroad;

Thence Southeasterly along the arc of a curve to the left, non-tangent to the previously described course, said curve having a central angle of 13°17'55", a radius of 1772.26 feet, a distance of 411.35 feet, the long chord of which bears S 60°29'03" E, 410.43 feet to a point on the westerly right of way line of Interstate Highway No. 25, Reception No. 3241716, County Public Records, said point lying 330.00 feet west of the east line of the Southeast 1/4 of Section 15;

Thence along said westerly right of way line of Interstate Highway No. 25 Reception No. 3241716, the following two (2) courses:

1. Thence S 00°21'10" W, parallel with and 330.00 feet west of, by perpendicular measurement, the east line of the Southeast 1/4 of Section 15, a distance of 96.35 feet to a found 3-1/4 inch diameter aluminum cap stamped L.S. 23524;
2. Thence S 09°55'03" W, a distance of 1655.07 feet found 3-1/4 inch diameter aluminum cap stamped L.S. 23524 marking a point on the northerly right of way line of Weld County Road No. 8;

Thence along said northerly right of way line of Weld County Road No. 8, Reception No. 3241716, the following two (2) courses:

1. Thence S 80°39'08" W, a distance of 594.57 feet to a found 1/2 inch diameter rebar with plastic cap stamped L.S. 7242;
2. Thence S 88°13'42" W, a distance of 1490.16 feet to the True Point of Beginning,

County of Weld,
State of Colorado.

Certificate Of Completion

Envelope Id: FDFCCC275B134334BCF15E98F695F98A	Status: Completed
Subject: Please DocuSign: ENA - I-25 Erie Gateway - Hines and Town of Erie (Final Draft - 07.07.22).pdf	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kelsey Hanson
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	khanson@erieco.gov
	IP Address: 50.206.104.130

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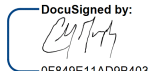
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7/7/2022 9:20:23 AM	khanson@erieco.gov	

Signer Events

Chad Murphy
chad.murphy@hines.com
President

Security Level: Email, Account Authentication
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Signature

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Signature Adoption: Uploaded Signature Image
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Signed: 7/7/2022 9:35:08 AM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 9:34:51 AM
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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**

Julian Jacquin
jjacquin@erieco.gov

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Electronic Record and Signature Disclosure:

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	7/7/2022 9:35:08 AM
Completed	Security Checked	7/7/2022 9:35:09 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (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 Town of Erie:

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: docusign@erieco.gov

To advise Town of Erie 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 docusign@erieco.gov 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 Town of Erie

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 townclerk@erieco.gov 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 Town of Erie

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 docusign@erieco.gov 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 Town of Erie 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 Town of Erie during the course of your relationship with Town of Erie.