



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, November 15, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the November 1, 2022 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of October 2022

Acknowledge the receipt of the Sheriff's Fee Report for the month of October 2022

Acknowledge the receipt of the Treasurer's Report for the month of October 2022

Approval of an application for renewal of a Fermented Malt Beverage license on behalf of PJ Marina LLC at 24005 County Rd 330 Sterling, CO 80751

Unfinished Business
New Business

The Board will conduct a Budget Hearing to consider the Proposed Logan County Budget for fiscal year 2023.

The Board will conduct a Budget Hearing to consider the Proposed Logan County Pest District Budget for fiscal year 2023.

Consideration of the approval of the following: Logan County Lodging Tax Board Projects

- Tourism Recovery Marketing Grant matching funds - \$7,500.00.
- 2023 Visitors Center Budget - \$11,800.00

Consideration of the approval of an Intergovernmental Agreement between the Logan County and the Logan County Sheriff's Office and the Town of Merino to provide limited fingerprinting services specifically related to processing Town permits, including but not limited to liquor license permits, that require applicants to pass a background check using a fingerprint test.

Consideration of the approval of a lease agreement for seven new 2022 Caterpillar 140-15 Motor Graders between Logan County and Caterpillar Financial Services Corporation.

Consideration of the approval of Resolution 2022-32 extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

Consideration of the approval of Resolution 2022-33 extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, November 29, 2022, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Thursday and Friday, November 24th and 25th, in observance of Thanksgiving.

Executive Session as Needed
Adjournment

November 1, 2022

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Administrative Support Specialist
Debbie Unrein	Logan County Finance Manager
Marilee Johnson	Logan County Tourist Center
Jerry Caseboldt	Logan County Emergency Manager
Roger Hollard	Stratus Sterling LLC
Richard Dean	Stratus Sterling LLC
Shane Nichols	
Julie Nichols	
Susan Michels	
Carol Waterman	
Jack Darling	
Linda Gebauer	
Nicole Bailey	
Chris Klobberdanz	
Trae Miller	
George Good	
Jeff Rice	Journal-Advocate

Chairman Pelton called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda.

Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the October 18, 2022, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's report and Certification of pay form for the month of October 2022.
- Acknowledge the receipt of the Sheriff's Fee Report for the Month of September 2022.

Commissioner Bauder moved to approve the consent agenda. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:

Commissioner McBride moved to approve Resolution 2022-28 to amend the IRC Section 125 Flexible Benefits Plan to allow a participant to redirect on a non-tax basis, a portion of the gross compensation for reimbursement of health expenses to the extent that such expenses do not exceed \$3,050.00 per plan year. Also

amended is the maximum Health Flexible Spending Account (FSA) carryover, it will be \$610.00. This carryover amount is in addition to employee's election for the new plan year. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-29 establishing permitting criteria and procedures for roadside memorials within a county road right-of-way in Logan County. Commissioner Pelton seconded and the motion carried 2-0. Commissioner McBride abstained from discussion and voting.

Commissioner McBride moved to approve an agreement between Xcel Energy and Logan County and issuance of right of way permit number ROW 2022-12 for the use of the county right of way under Willow Road for an electrical distribution. Commissioner Bauder seconded, and the motion carried 3-0.

Rob Quint, of the Logan County Planning and Zoning Office explained the request of Stratus Sterling, LLC for a conditional use permit to operate an aggregate mining pit in an industrial zone district located in the southeast quarter (SE1/4) of Section 32, Township 8 North Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

Roger Hollard of Stratus Sterling LLC Companies purchased the property in April of this year with the intention of looking at aggregate mining possibilities as well as other industrial opportunities. There is an old sugar factory, a rail spur opportunity, and a farm opportunity but the biggest opportunity is the aggregate mining. They are working through various endeavors to create economic development opportunities.

The EPA is currently doing some assessments on the factory structure as to what it might take to mediate that structure to rehabilitate it or take it down whatever it may be. IHC Scott's Tony Roberts was called away today on an OSHA incident and could not attend the meeting today. He is the expert on mining and was going to talk to the intensions on the mining.

Within the application is a phased plan. One of the early questions was, should they seek approval from the county before the state mining permit is obtained. The state process is fairly perfunctory, and what it really comes down to is local control. They felt it would be best to reach out to the county first and get a feel for what the county would like to see.

The site was tested by IHC Scott. They found a lot of very usable aggregates, a lot of sand and some smaller rock, nothing real big. This creates an opportunity to use the aggregate statewide and locally. There are a lot of very usable aggregates such as sand and small rock that can be used locally as well as statewide. With the rail spur opportunity with Burlington Northern or Union Pacific Railroad, they have the opportunity to take the aggregate out on rail.

The intent is to mine the pits and deposit the aggregate at a collection area near the factory building for distribution from that point. Once done, the pits will become adjudicated for water storage, either by lining the pit or by doing a slurry wall around the pit to make sure they are compliant with all legal requirements with augmentation of water, use of water, etc.

Commissioner McBride asked about the impact of the operation on the city park nearby. Mr. Hollard said the intent is that it will not be a 24-hour 7-day a week operation. It will operate from 7 a.m. to 7 p.m. five to six days a week or whatever boundaries that the county puts on it. Mining of this character produces noise and dust until it is closed in and there is a water pit level. The contractor will use appropriate measures to contain the dust and will keep water onsite to keep the dust down. The mining itself will be dry mined until they get to the

groundwater which will require augmentation and other protections of the waters. The loading will all be done via conveyor belts up toward the aggregate site where it will be put on trucks to be moved offsite.

Commissioner Bauder asked if the mine will produce silica sand. Mr. Hollard did not have an answer to that question. The intention is that there will not need to be any crushing or grinding of the aggregate onsite. Commissioner Bauder stated that when you use silica sand you need to wear a ventilator facemask and that she would be concerned about the neighborhood. The dust would be so fine and there is a nursing home not that far away. Jeff Reeves commented from the audience that silica is present in all sands depending on the gradation of it.

Commissioner Pelton noted his concerns with maintenance of Edith Avenue and County Road 26 and the narrow railroad crossing. The county cannot widen County Road 26 because of the irrigation ditch on one side and houses on the other. Part of County Road 26 is paved and the other part of it is gravel. It is heavily used and very hard to maintain and will be even harder to maintain if there is more truck traffic on it. He would like to see a condition of the permit that Stratus would have to take some of the responsibility of maintaining that road. Mr. Hollard stated that at the Planning Commission meeting, the contractor had stated that they would not use County Road 26 and would stay away from it. Mr. Hollard agreed that the condition in the conditional use permit would be agreeable to a maintenance schedule or that they would repair any of the county public improvements that could be repaired by them or put them on a maintenance schedule. The total dust created is a concern.

Commissioner Pelton was also concerned that the land be reclaimed at the end of the project. The agricultural area will be taken out of production. It will need to be reclaimed in a manner that the state laws require. Contractor IHC Scott out of Utah is a privately held billion-dollar contractor. In the Colorado region their sales are around half a billion dollars. They will lease the property from Stratus Sterling, LLC and are very familiar with what is necessary and required for reclamation. There will likely be water pits for water storage.

Commissioner McBride asked what other conditions that the Planning Commission had added to the permit.

Rob Quint added several statements. Tony from IHC Scott attended the Planning Commission meeting and explained the entire operation and the staging areas and which roads would be used, etc. It is a disadvantage for the applicant that he is not here today because he is very good at explaining all of that. Normally, the process is that applicants have their state permit in-hand before applying to the county for a county permit. After discussions with the County Attorney, it was agreed that Stratus Sterling, LLC could present to the Commissioners prior to obtaining a state permit if they put a condition (to get the state permit) on it. Part of the condition that the Planning Commission put on the use permit at their meeting was that after their state permit was obtained that they would like Roger Hollard and Tony to come back before the Planning Commission again and explain the whole process and a detailed plan and what the State of Colorado is requiring. The public would be invited to this meeting.

County Attorney Alan Samber stated to the Board that he did not know how they could approve the permit today, leaving open ended conditions to be tacked on to it later. His suggestion is to hear the public comments today and take it under advisement, but don't act on it formally to approve or deny today. The Board can give the applicant tentative approval, subject to further review if that is what they need to be assured that the application will be looked upon favorably in this county to begin the state process.

Commissioner Bauder asked about water rights and if they have rights for water storage. Mr. Hollard said that they are working through that issue. They have acquired 64 shares of the Sterling Number One Ditch which is not adjudicated for storage. The intent was to bring this before the commissioners to see "what the

temperature” was before taking it to the state as it takes a tremendous amount of money to acquire a state permit. They want to be a good partner with the city and county and make sure all of the county’s concerns are adequately addressed.

Commissioner Pelton opened the public meeting and entered into the record Exhibit 1A, a letter from Mr. Randy Stahley in opposition to the application. Copies of the letter were shared with the audience.

Jeff Reeves, Logan County Road and Bridge Manager explained the issues with Edith Avenue and County Road 26. It will need additional paving and re-stabilization. The length of the permit will be 99 years however the length of probable mining will be 15-20 years.

Carol Waterman, a resident of County Road 26 spoke in opposition to the application. Mrs. Waterman felt that the company pushed the Planning Commission to send the application to the Commissioners. The chairman of the Planning Commission kept saying that they needed more information. Ms. Waterman is concerned that the operation will affect her well water and the ground water. If they build a berm around the pit and it runs water off onto her property, it is against the law, and she intends to sue. Ms. Waterman also mentioned the road and the dust, the noise, and the city property down by the river. According to the ditch company bylaws, the ditch cannot be moved, and the water must be used for irrigation. They are taking ag property out of production.

Susan Michels, a resident of County Road 26 spoke. She said that they talked about expanding the (rail) spur on County Road 26. She would like to see plan for the expansion and how it will affect the county road and where it is going to go. If other industries come into that land besides the gravel pit, lighting pollution will be a concern. There will be more spotlights and security lights. This will have a big impact on the residences on County Road 26.

Linda Gebauer stated she is a resident of the City of Sterling living across from Columbine Park. Mrs. Gebauer spoke in opposition to the application as she is concerned about dust and noise. Since they are not using County Road 26, she assumes they will be coming down Front Street and making a turn to go down Highway 6. Front Street is a mess as it is. Division, and Delmar Streets, are not taken care of by the city like they should be. This gravel pit dust and noise will affect Columbine Park, and the park is an asset for Sterling. Once the state signs off on it the permit, it will go to the county to sign off on it. Mrs. Gebauer feels it should be put to a public vote.

Trae Miller, Logan County Economic Development Corporation Executive Director spoke in favor of the application. He stated that Stratus Sterling, LLC has been a wonderful community partner throughout the whole process. There are a lot of aspects of the project that they did not need to take on, in his opinion, that they that they chose to take on. That includes going through the EPA assessment process and working through the Brownfield program with the EPA. It is a huge community benefit that really opens up more of a can of worms for them than they needed to take on. It is important to start to look at how we address that and their willingness to allow that to happen is a big deal.

Mr. Miller argued that Stratus’ application is bringing a heavy industrial property back into production. This property has traditionally been used for industrial purposes for well over 100 years. It has been idle and now has a chance to see some of that use come back. There is significant economic benefit with linking up with this project. This property is zoned for heavy industrial use and though a gravel pit requires a conditional use permit, there are a lot of industrial manufacturing processes that will be used by the likes of anybody interested in this property. Over the last seven plus years, there have been a lot of projects with interest in this property both rail related uses, and other things. There have been multiple challenges with the site itself as most of those

things haven't worked. It is important to keep in mind that it is zoned heavy industrial use. The property has been on the market since 2008 – 2010.

Commissioner McBride asked if there were any water rights to the project. Mr. Hollard stated that there are Sterling Number One Ditch water rights. Ditch company water rights are very strict in that the water must be used for irrigation. If there is water storage it is up to the state. Regarding ground water, the intent of the contractor is to build a slurry wall around the outside perimeter of the pit so that the ground water in the pit stays separate from the groundwater outside of the pit. The slurry wall is an impervious wall that goes down to bedrock.

Jeff Reeves stated that there will likely be discharge monitoring reports required and groundwater monitoring reports required to make sure water wells are not affected. This will be similar to the landfill water well monitoring reports. The county could put a condition on the permit to make sure the gravel pits get reclaimed after the mining is finished. This would also be in the state permit requirements or guidelines in the state permitting. The state mining permits are complicated and are stringent on protecting the environment.

Susan Michels asked if the EPA was also looking at the land around the sugar factory building. Some of the previous owners' tractors had fallen into tanks. It took large tractors to pull those tractors out of the tanks. She was standing with the owners while the tractors were being pulled out of the tanks. Mr. Hollard stated that they recognize the fact that the building itself is the obvious problem and that there are a lot of subsurface problems as well. Through this process, they worked with their own environmental consultants prior to the EPA, to test the property, to look at groundwater issues and they believe that there is a variety of things that are "toward the factory". The old tin building that sits east of the factory - that whole area up through there up to the northwest - they are not going to touch that area. They will be looking at that for reclamation and future industrial uses. There is always that potential for contamination out in the field. If they run into a below ground storage tank that was previously not identified in the area, it will have to be determined how to deal with it.

Commissioner Pelton asked if there is a possibility that one of the four phases might not be used due to the close proximity to the housing on County Road 26. Mr. Hollard answered that there is a high probability that the through the state process and working back through the county the project will be modified to meet both the state requirements and the county needs. The intent is not to mine the entire property, only a significant portion of it to make it economically feasible. The project can be modified as necessary, whether it is eliminating a phase or pulling the setback further away from County Road 26.

Carol Waterman noted that property values in the area will be devalued by \$50,000-\$75,000 and asked the Board members if they would like a gravel pit across the road from their houses.

Commissioner Bauder asked about the noise. Mr. Hollard answered that the noise will mainly be from machinery on gravel and electric motors for conveyors for loading. The operations will not be 24/7 operations.

Mr. Hollard noted that they would like to move forward with a state application as they have already lost a lot of time. They would agree to another meeting with the county to allow Tony from IHC Scott to attend and answer questions that he cannot answer today. Commissioner Pelton noted that moving forward that public meetings involving the residents in the neighborhood of County Road 26 and the City of Sterling would be important.

Linda Gebauer suggested visual aides at a public meeting and that she would like to see what a gravel pit and the equipment used will look like. She would also like to know how they will get truck drivers to haul the gravel with the labor shortage. Mr. Hollard agreed on the public outreach. They need the direction from the

Commissioners to move forward towards a state permit. The cost of the state permit will cost approximately \$1 million to the company. The cost of personnel will be up to IHC Scott. They are in this business and know how to operate it.

Commissioner Pelton noted that it will be important to involve the City of Sterling because they will be using their roads. Mr. Hollard noted that they have had meetings with the City of Sterling. They intend to be a good neighbor.

Speaker unintelligible – wants incentive for property owners.

Commissioner Pelton closed the public hearing.

Commissioner McBride moved to table indefinitely Resolution 2022-30, the request for a conditional use permit (CUP) #257 on behalf of Stratus Sterling LLC to operate an aggregate mining pit known as the Stratus Sterling LLC Pit in an industrial zone district located in the southeast quarter (SE1/4) of Section 32, Township 8 North Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded, and the motion carried 3-0.

Rob Quint explained the application of Patricia Collins for a special use permit to operate a RV Park for a family situation on her property. Commissioner Pelton opened a public hearing concerning the special use permit. No members of the audience spoke for or against the application.

Commissioner Bauder moved to approve Resolution 2022-31 granting Patricia Collins a special use permit to operate a RV Park, with related equipment and structures, on the property described as follows: A tract of land in the Southeast corner of said Section a tract of land in the SE1/4 of Section 2, Township 11 North, Range 53 West of the 6th P.M., County of Logan, State of Colorado. Also known by street address as: 35361 County Road 35, Peetz, CO 80747. Commissioner McBride seconded and the motion carried 3-0.

Other Business

The next meeting will be scheduled for Tuesday, November 15, 2022, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Friday, November 11, on observance of Veteran's Day. We take this opportunity to honor all those who have served our country in any branch of the military and give them our deepest gratitude and thanks.

There being no further business to come before the Board, the meeting adjourned at 10:46 a.m.

Submitted by:

Administrative Support Specialist

Approved: November 15, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR OCTOBER 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC	246.11	@ \$1.17	\$287.95
City of Sterling Packers	SF	484.85	@ \$23.17	\$11,233.97
City of Sterling Dump Trucks	CL	7.14	@ \$23.17	\$165.43
General Public		49.63	@ \$23.17	\$1,149.93
Commerial (Packers & Roll Offs)	C	831.42	@ \$23.17	\$19,264.00
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	2.33	@ \$36.17	\$84.28
Industrial Waste	All other ID	421.04	@ \$36.17	\$15,229.02
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	88.67	@ \$46.34	\$4,108.97
Industrial Waste Out of County	IDOC	18.14	@ \$72.34	\$1,312.25
Rural Free Certificates	NC	94.13	NC	
All County Vehicles	NCC	1.21	NC	
TOTAL TONS		2244.67		
\$10.00 MINIMUM DIFFERENTIAL				\$550.96
\$20.00 MINIMUM DIFFERENTIAL				\$4.65
E-Waste Recycling		50		\$48.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		46	@ \$5.00	\$230.00
Truck Tires (CHG)		9	@ \$8.00	\$72.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		2	@ \$12.00	\$24.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)			NC	
Appliances (CHG)		4	@ \$5.00	\$20.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		898		
TOTAL OC & IDOC				\$5,425.87
TOTAL IN COUNTY				\$48,359.54
GRAND TOTAL				\$53,785.41

SIGNED BY:

DATE:

[Signature]
11/1/2022

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Oct-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	296.11	897.96	\$7,532.14
CHARGE	1210.46	2469.24	\$34,515.12
CITY OF STERLING	738.10	1499.22	\$11,738.15
TOTAL	2244.67	\$4,866.42	\$53,785.41
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	2244.67		

SIGNED BY:

DATE:

April Welch
11/1/2022

* Emailed to Jennifer
11-07-2022 @ 10:20 AM
8

CIVIL PAYMENTS						
Oct-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/20/2022	933	5111	2022-584	\$ 40.00	\$ 15.00	\$ 25.00
10/25/2022	934	14955	2022-581	\$ 43.00	\$ 15.00	\$ 28.00
11/1/2022	936	324154	2022-613	\$ 50.00	\$ 25.00	\$ 25.00
				Total Owed to County		\$ 78.00

CIVIL PAYMENTS CREDIT CARDS					
Oct-22					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/11/2022		2022-549	\$ 25.00		\$ 25.00
10/13/2022		2022-566/567	\$ 45.00		\$ 45.00
10/13/2022		2022-562	\$ 45.00		\$ 45.00
10/18/2022		2022-579	\$ 46.00		\$ 46.00
10/18/2022		2022-563	\$ 20.00		\$ 20.00
10/19/2022		2022-583	\$ 40.00		\$ 40.00
10/20/2022		2022-586	\$ 40.00		\$ 40.00
10/21/2022		2022-587	\$ 35.00		\$ 35.00
10/21/2022		2022-588	\$ 17.50		\$ 17.50
10/26/2022		2022-597	\$ 18.00		\$ 18.00
10/28/2022		2022-602	\$ 35.00		\$ 35.00
10/31/2022	935	2022-578	\$ 43.00	\$ 15.00	\$ 28.00
Total Owed to County					\$ 394.50

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/					
Oct-22					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/25/2022			\$ 50.00		\$ 50.00
10/31/2022			\$ 50.00		\$ 50.00
10/27/2022			\$ 15.00		\$ 15.00
		Total Owed to County			\$ 115.00

CHP CREDIT CARDS			
Oct-22			
Date		Amount	Amount Owed to County
10/7/2022		\$ 63.00	\$ 63.00
10/11/2022		\$ 63.00	\$ 63.00
10/11/2022		\$ 63.00	\$ 63.00
10/13/2022		\$ 63.00	\$ 63.00
10/14/2022		\$ 63.00	\$ 63.00
10/20/2022		\$ 63.00	\$ 63.00
10/20/2022		\$ 63.00	\$ 63.00
10/24/2022		\$ 63.00	\$ 63.00
10/24/2022		\$ 63.00	\$ 63.00
10/24/2022		\$ 63.00	\$ 63.00
10/31/2022		\$ 78.00	\$ 78.00
11/1/2022		\$ 63.00	\$ 63.00
11/1/2022		\$ 63.00	\$ 63.00
		Total Owed to County	\$ 834.00

CIVIL CHECKS \$ 78.00
 CIVIL CREDIT CARDS \$ 394.50
 VIN/FINGERPRINTS/REVENUE CREDIT CARDS \$ 115.00
 CHP CREDIT CARDS \$ 834.00
 TOTAL PAID TO GENERAL FUND \$ 1,421.50 Check#937
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 133.00

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
OCTOBER 2022**

COUNTY FUNDS	9/30/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	10/31/22 BALANCE
COUNTY GENERAL	\$ 15,349,808.73	\$ 36,457.41	\$ 61,231.23	\$ 249,811.45	\$ -	\$ (2,024,870.81)	\$ (2,820.37)	\$ 13,669,617.64
ROAD & BRIDGE	\$ 8,123,565.46	\$ 4,909.63	\$ 9,453.63	\$ 696,128.07	\$ -	\$ (337,118.43)	\$ (7,961.16)	\$ 8,488,977.20
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,213,646.99	\$ 1,853.81	\$ 3,151.21	\$ 595.50	\$ -	\$ (95,354.17)	\$ (37.11)	\$ 1,123,856.23
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TELEVISION FUND	\$ 132,011.04	\$ 280.68	\$ 472.77	\$ -	\$ -	\$ (2,618.03)	\$ (5.61)	\$ 130,140.85
PEST CONTROL	\$ 331,264.47	\$ 1,533.06	\$ 1,236.65	\$ 3,687.37	\$ -	\$ (11,649.42)	\$ (30.68)	\$ 326,041.45
LODGING TAX	\$ 148,209.86	\$ -	\$ -	\$ 10,279.01	\$ -	\$ (11,500.03)	\$ -	\$ 146,988.84
SOLID WASTE	\$ 1,900,638.68	\$ -	\$ -	\$ 36,943.67	\$ -	\$ (88,491.85)	\$ -	\$ 1,849,090.50
SOLID WASTE CLOSURE	\$ 732,239.25	\$ -	\$ -	\$ 3,508.77	\$ -	\$ -	\$ -	\$ 735,748.02
CONSERVATION TRUST	\$ 407,139.87	\$ -	\$ -	\$ 15.96	\$ -	\$ -	\$ -	\$ 407,155.83
FAIR FUND	\$ 258,180.48	\$ -	\$ -	\$ 177.78	\$ -	\$ (3,831.67)	\$ -	\$ 254,526.59
CAPITAL IMPROVEMENT	\$ 5,099,866.24	\$ -	\$ -	\$ 209,355.06	\$ -	\$ (259,499.07)	\$ (4,182.63)	\$ 5,045,539.60
AMBULANCE FUND	\$ 95,426.38	\$ -	\$ -	\$ 59,228.95	\$ -	\$ (93,087.24)	\$ -	\$ 61,568.09
% TAX COLLECTED TO DATE								100.46%
TOTALS	\$ 34,463,997.00	\$ 45,034.59	\$ 75,545.49	\$ 1,269,731.59	\$ -	\$ (2,928,020.72)	\$ (15,037.56)	\$ 32,911,250.39

STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

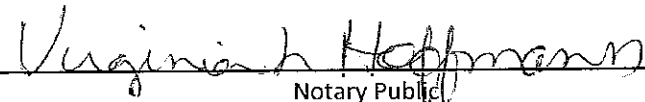
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$188,596.67 for the month of OCTOBER 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of OCTOBER 2022 is \$ 15,624.19 which includes fees for the County and all taxing authorities.



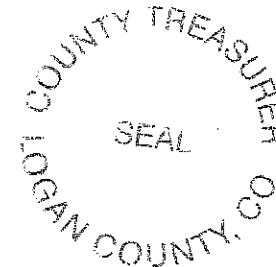
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 7th day of NOVEMBER 2022, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2023


Notary Public

VIRGINIA L. HOFFMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914013081
MY COMMISSION EXPIRES SEPTEMBER 19, 2023



Submit to Local Licensing Authority

**PJ MARINA LLC
 12427 CO ROAD 35
 Sterling CO 80751**

Fees Due	
Renewal Fee	362.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 362.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name PJ MARINA LLC		Doing Business As Name (DBA) PJ MARINA LLC	
Liquor License # 03-11192	License Type Liquor Store (county)		
Sales Tax License Number 36734858	Expiration Date 02/06/2023	Due Date 12/23/2022	
Business Address 24005 COUNTY ROAD 330 Sterling CO 80751			Phone Number 9704662279
Mailing Address 12427 CO ROAD 35 Sterling CO 80751		Email JAMES.FIX63@GMAIL.COM	
Operating Manager James Fix	Date of Birth 11/14/1963	Home Address 12427 CO RD35 STERLING CO 80751	Phone Number (970)466-2279
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease 04/24			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>James P. Fox</i>	Title <i>MANAGER</i>
Signature <i>[Signature]</i>	Date

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date <i>11/2/2022</i>
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, JAMES P. FIX am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of PJ MARINA, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>PJ MARINA, LLC</u>		Social Security Number/Tax Identification Number <u>82-4468089</u>	
Address <u>24005 COUNTRY ROAD 330</u>			
City <u>STERLING CO</u>		State <u>CO</u>	Zip <u>80751</u>
Home Phone Number <u>(970) 521-0426</u>		Business/Work Phone Number <u>(970) 466-2279</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>JAMES P. FIX</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>11/2/2022</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

***** Please print and review all 3 pages and bring to the meeting *****

Date: 11/3/22

Event / Project: Tourism Recovery Marketing Grant matching funds

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) TBD

Mailing Address:

Date(s) of Activity: 2023-2024

Amount requested: \$7,500 (10% match for grant received of \$75,000)

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Marilee Johnson
LOGAN COUNTY
315 Main Street, Commissioners Office
Sterling, CO 80751

10/14/2022

Re: APP-400928

Dear LOGAN COUNTY,

Thank you for your application to the Tourism Recovery Marketing Grant program offered by the Colorado Tourism Office. I am pleased to inform you that LOGAN COUNTY's project, Free Range Travel, was approved in the amount of \$75,000.00. Congratulations!

The Colorado Tourism Office will make an official announcement of the Tourism Recovery Marketing Grant recipients on October 25, 2022. **Until that time this information is under embargo and we ask that you refrain from publicly announcing your award until after October 25, 2022.** A Tourism Recovery Marketing Grant press release template is attached to aid organizations in publicly announcing your award at the appropriate time. Please let us know if you have any questions about this timeline.

Our office received significant interest in the Tourism Recovery Marketing Grant program and received over \$3.2 million in requests. The review committee was especially impressed with your project and following review committee approval, your project was approved by the Economic Development Administration (EDA) as an eligible use of funds.

You will receive an email from the Program Manager, Elizabeth O'Rear, detailing the next steps. Please note that expenses may not be incurred until all necessary documentation, including a grant agreement detailing the project budget and timeline, is approved by our Procurement Department and a Commitment Voucher is issued.

The Tourism Recovery Marketing Grant is funded through the Travel, Tourism, and Outdoor Recreation program from the EDA using American Rescue Plan Act (ARPA) dollars. The Colorado Tourism Office is allocating \$1.8 million in competitive funding through this program for destination marketing and promotional campaigns that support the economic recovery of the travel and tourism industry in the state and attract visitors to Colorado cities and towns that are still recovering from the pandemic. Issuing of funds is contingent upon full execution of the sub-award agreement and certifying that your entity as a sub-recipient will comply with the procurement regulations in 2 CFR Part 200.

Congratulations again, and please contact Elizabeth O'Rear, elizabeth.orear@state.co.us, if you have any questions!

Sincerely,

Timothy Wolfe, Colorado Tourism Office Director

- » fulfillment costs

INELIGIBLE USE OF FUNDS:

- » items for resale or promotional items, including gift cards
- » food or alcoholic beverages

Application

APPLICATION PROCESS

VERIFY

Verify your eligibility by reading through the guidelines carefully.

CONFIRM / REGISTER

Confirm your entity's valid UEI Number with SAM.gov or register with [SAM.gov](https://sam.gov). Existing registered entities can find their Unique Entity ID by following the steps [here](#). Proof of SAM.gov active account (screenshot) or account registration initiation (email confirmation) will be required for application. We understand the SAM.gov account registration process will take time. Applicants must be registered and active in SAM.gov before an award can be made.

PREPARE

Prepare your application by reviewing this list of Tourism Recovery Marketing Grant [Application questions](#) and required supporting documents (DOXC).

REVIEW

Applicants are strongly encouraged to review federal procurement regulations ([Dept. of Commerce Standard Terms and Conditions](#) and [2 CFR Part 200](#)) prior to submitting an application. If awarded, subrecipients will need to ensure they meet these requirements prior to contract performance.

SUBMIT

Submit your full application in the Office of Economic Development &

International Trade (OEDIT) grant portal. Instructions for navigating the grant portal are available.

Applications will be reviewed and status notifications will be sent eight to ten weeks after the application closes.

APPLICATION QUESTIONS

The application questions can be found on the Tourism Recovery Marketing Grant [Application document](#) (DOCX).

SUPPORTING DOCUMENTS

- » Detailed budget outlining all marketing and promotional costs for grant purposes and identifying grant and grant recipient cash match amount for all line-item expenses
- » Detailed timeline which includes all milestones and deliverables
- » Letter(s) of Commitment showing evidence of required 10% cash match. Letter(s) of commitment must be on official letterhead and include the amount of cash committed by the organization.

NONPROFITS must also provide:

- » Current Certificate of Good Standing from the [Colorado Secretary of State](#)
- » Bylaws
- » Articles of Incorporation
- » Documentation (letter) that the nonprofit is acting in cooperation with officials of a political subdivision of the State

MATCHING FUNDS

Applicants must provide evidence of the required 10% cash match – matching dollars may not come from the State's General Fund, Federal funds, Colorado Tourism Office funds, or other grant funds, neither directly received, nor received through a third party. In-kind contributions do not satisfy matching requirements.

Selection Criteria

Applications are first vetted through an internal compliance review to ensure eligibility and all required materials have been submitted. Incomplete applications may be rejected.

This is a competitive award program, and not all applicants receive funding. The CTO will appoint a committee to review applications. CTO will award grants based on application scores, availability of grant funding, and EDA final approval.

The committee will score applications on these criteria:

- » strength of tourism recovery-focused marketing campaign (25%)
- » demonstrated recovery need (25%)
- » provides measurable tourism impact (20%)
- » implementation capacity (20%)
- » budget and timeline (10%)

Project Requirements

- » CTO grant funds cannot be used to match an existing or future grant opportunity, including CTO co-op marketing opportunity
- » creative assets must be approved by the CTO prior to production, publication, placement, and/or distribution

The applicant can financially match the project cost at a higher amount if the cost exceeds grant dollar limitations.

ACKNOWLEDGEMENT

Marketing materials that are funded in part by CTO funds need

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

***** Please print and review all 3 pages and bring to the meeting *****

Date: 11/3/22

Event / Project: 2023 Visitor Center Budget

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) various vendors

Mailing Address:

Date(s) of Activity: 2023 operation of the Visitor Center (see attached budget)

Amount requested: \$11,800

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

TOURIST INFORMATION CENTER
2023 Proposed Budget

	<u>2022 APPROVED</u>	<u>2023 PROPOSED</u>
Internet / TV / Telephone	\$ 1,800.00	\$ 1,800.00
Coffee Service	\$ -	\$ -
Postage	\$ 500.00	\$ 500.00
Supplies	\$ 2,500.00	\$ 2,500.00
Website Hosting / Tourism Engine	\$ 3,000.00	\$ 3,000.00
Tourism / Marketing / PR / Misc	\$ 4,000.00	\$ 4,000.00
 TOTAL	 <u>\$ 11,800.00</u>	 <u>\$ 11,800.00</u>

INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement with the Logan County Sheriff's Office for Fingerprinting Services ("**IGA**")

The IGA is entered into pursuant to Colorado Revised Statute ("**C.R.S.**") § 29-20-105 and is made and effective on October 10, 2022, by and among the Board of County Commissioners of Logan County, Colorado, and the Logan County Sheriff (collectively the "**County**") and the Town of Merino ("**Town**").

The County, through the Sheriff's Office, agrees to provide limited fingerprinting services for the Town specifically related to processing Town permits, including but not limited to liquor license permits, that require applicants to pass a background check using a fingerprint test (the "**Service**").

For the Service, the following process will be followed:

1. If an applicant for a Town permit requires fingerprints to be taken as part of the permitting process, such applicant will make an appointment with Idenigo in Sterling, Colorado ("**Fingerprint Service**"). Such applicant shall be personally responsible for paying for the Fingerprint Service;
2. Upon the completion of the applicant's Fingerprint Service, Idenigo shall send the results to the Logan County Sheriff's Office ("**Fingerprint Results**");
3. The Logan County Sheriff's Office shall review the results and notify the Town on County letterhead whether such applicant's Fingerprint Results resulted in a pass or fail to proceed with the Town permitting process. The Town **WILL NOT** receive any other information, including any specific results or findings from the Fingerprint Results other than the information described in this paragraph above; and
4. The Logan County Sheriff's Office shall retain the Fingerprint Results within their office as required pursuant to Colorado and Federal retention laws, if applicable.

The Town's contact information for sending such results as is contemplated in paragraph 3 of the process enumerated above is as follows:

The Town of Merino
206 Colorado Ave.
Merino, CO 80741
MerinoClerk@Gmail.com

This Intergovernmental Agreement may be signed by the parties in counterparts.

BOARD OF COUNTY COMMISSIONERS OF
LOGAN COUNTY, COLORADO

By: _____
Title: Logan County BoCC Chairman

ATTEST:

Logan County Clerk

LOGAN COUNTY SHERIFF'S OFFICE,
COLORADO

By: _____
Title: Logan County Sheriff

ATTEST:

Logan County Clerk

The Town of Merino

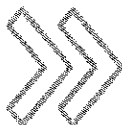
By: _____
Title: Town of Merino Mayor

ATTEST:

Town of Merino Clerk

NEXT

Complete these five items to get started.



Complete and sign all documents in this package.

Submit completed and signed documents by clicking FINISH at the end of your documents.

Open and review your executed document package after you receive your confirmation email confirming all parties have signed.

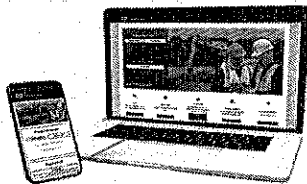
Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT



a. Contract Number: 001-70092537

b. Serial/Customer Number: EB200697, EB200696, EB200692, EB200695, EB200698, EB200693, EB200691

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click ENROLL/MANAGE AUTO PAY in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m.

CST Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



CAT® CARD

The fast, easy way to pay for equipment, parts, rentals, service, and attachments wherever the job takes you —with no annual fee, competitive rates, flexible payment terms and more. Use your Cat Card at participating Cat dealers and Cat Rental Stores to get what you need and get back to work. Learn more at catcard.com.

These documents were prepared especially for:

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751-8718

Dealer: WAGNER EQUIPMENT CO., E25Z
Date: 11/07/2022 Time: 11:44:50 AM Comments:

Customer Executed Documents	Comments
<input type="checkbox"/> Government - Local	
<input type="checkbox"/> Lease Return Conditions	
<input type="checkbox"/> Delivery Supplement	
<input type="checkbox"/> Insurance- Liability and Physical Damage	
<input type="checkbox"/> Advance Payment (cross out if N/A)	
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	
<input type="checkbox"/> Title applied for (cross out if N/A)	
<input type="checkbox"/> Customer Information Verification	
<input type="checkbox"/> Any necessary Riders/Amendments	
<input type="checkbox"/> CVA DOC SELECTION FORM PROMISE TO PAY ADDENDUM (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	
<input type="checkbox"/> PROMISE TO PAY ADDENDUM TO TAX LEASE (Customer Accepted CVA before Doc Gen)	
<input type="checkbox"/> Other	
<input type="checkbox"/> Request for Minutes	
<input type="checkbox"/> Opinion of Counsel	
<input type="checkbox"/> Governmental Resolution to Lease, Purchase, and/or Finance	
<input type="checkbox"/> Non ? Appropriations Addendum	

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	
<input type="checkbox"/> Dealer Invoice	
<input type="checkbox"/> All Credit Conditions Met	

*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751-8718

In reliance on your selection of the equipment described on Schedule A (each, a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

LOCATION OF UNITS: 12603 CR 33
STERLING, CO 80751-8718

You acknowledge that the Units described on Schedule A were delivered to you in good working condition and that you accepted them on the date indicated.

The Lease Return Conditions agreement ("Return Agreement") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled "Terms and Conditions", which make up part of this Lease, and all the other Lease Documents, including Schedule A and each Return Agreement.

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE:

LOGAN COUNTY ROAD & BRIDGE

Signature _____

Name (Print) _____

Title _____

Date _____

TERMS AND CONDITIONS

3. Lease Term The Lease Term will start on the date we sign the Lease and will continue for 84 months, unless earlier terminated or canceled as permitted herein.

4. Rent You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease.** You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.

5. Late Charges If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.

6. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. **WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS."** WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

7. Possession, Use, and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our

prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

8. Taxes Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.

9. Tax Indemnity This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

10. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur,

you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

11. Waiver and Indemnity You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached

US Tax Lease (CAT Value Option)

from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. Notwithstanding anything to the contrary, you acknowledge and authorize us to receive the return of any unearned premiums, including without limitation any refunds resulting from cancellation, nonrenewal, voidance or adjustment of your insurance policy financed with us, if the policy is underwritten by Caterpillar Insurance Company or its affiliates. You agree that such unearned premiums are being forwarded on your behalf, credited to you and will be applied by us to any unpaid balances on your account.

13. Events of Default Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty. (i) There is a breach in any respect of any covenant or agreement in Section 18 hereof.

14. Remedies (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal

process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damages amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to

offset any obligation that you have with us or our affiliates with such refund.

15. Return of Unit On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. Purchase Option At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "AS IS, WHERE IS, WITH ALL FAULTS." Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in Table A and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. Your Assurances and Representations Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "Caterpillar"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Lease (including any addendum hereto), (2) to recover the Unit if necessary, and/or (3) to improve or manage Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault

codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

You agree that messages regarding active transactions you have with us may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed / texted or not), or message sent through a social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information, including any mobile number submitted as a contact, with us if it changes during the duration of this Lease. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

Caterpillar publishes its Data Governance Statement ("Data Governance Statement") covering matters relating to data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the Units. In addition, Caterpillar's Global Data Privacy Statement ("Privacy Statement") describes how Caterpillar collects, processes and shares information that relates to an identified or identifiable individual ("Personal Information") and rights that individuals might have under applicable data privacy laws. By entering into this Lease, Lessee agrees: (1) that it has received and reviewed the Data Governance Statement online at <https://www.caterpillar.com/datagovernance> and the Privacy Statement online at <https://www.caterpillar.com/dataprivacy>; (2) to the collection, use, disclosure and sharing of information, including personal information, as set forth in the Data Governance Statement and the Privacy Statement; and (3) that it will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing the individual's information to us or our affiliates. Lessee (or individuals representing Lessee) may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

- 18. Sanctions** None of (a) you, or any of your respective directors, officers or employees, subsidiaries, or any Guarantor, or any beneficial owner of you or any Guarantor, or any person holding a controlling interest in you or any Guarantor (each, a "Relevant Person"), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from this Lease (including any addendum hereto) and the leasing hereunder, is currently or at any time a Sanctioned Person.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, or (II) any person owned or controlled by any such person or persons in aggregate.

No Unit or other proceeds received under the terms of this Lease will be used by you or any Guarantor, or any other Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the Unit, in violation of, or which shall cause us or our affiliates to be in violation of, any applicable laws,

rules, or regulations relating to (A) bribery or corruption, (B) anti-money laundering, (C) terrorism, (D) economic or financial sanctions, or (E) trade embargoes.

- 19. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

- 20. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

- 21. No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751-8718

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE

LOGAN COUNTY ROAD & BRIDGE

Signature _____

Name (Print) _____

Title _____

Date _____

Purchase Agreement
Contract Number 001-70092537



This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 140-15 CATERPILLAR Motor Grader	EB200697		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200696		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200692		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200695		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200698		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200693		\$	\$304,859.86
(1) 140-15 CATERPILLAR Motor Grader	EB200691		\$	\$304,859.86

Lessee:
LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751-8718

Subtotal	\$2,134,019.02
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$2,134,019.02
Unit(s) Delivery Point:	
12603 CR 33	
STERLING, CO 80751-8718	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

WAGNER EQUIPMENT CO.

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Colorado (the "State") authorize LOGAN COUNTY ROAD & BRIDGE (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into certain contracts or related documents (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, of LOGAN COUNTY ROAD & BRIDGE, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70092537) (the "Lease")
Between LOGAN COUNTY ROAD & BRIDGE ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Colorado (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

LOGAN COUNTY ROAD & BRIDGE

Name(Print):	_____	Date:	_____
Signature:	_____	Address:	_____
Title:	_____		_____



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 140-15	Caterpillar Motor Grader	EB200697		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200696		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200692		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200695		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200698		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200693		\$304,859.86	\$22,792.00	\$363.70
1. 140-15	Caterpillar Motor Grader	EB200691		\$304,859.86	\$22,792.00	\$363.70
See attached for additional equipment description						

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 84 months will be \$159,544.00, which is \$22792.00 per year based upon the total equipment value of \$2,134,019.02.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$2,545.91 per scheduled equipment payment. The finance charge is calculated at 8.74% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$22792.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: LOGAN COUNTY ROAD & BRIDGE

Dealer Name: WAGNER EQUIPMENT CO.

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70092537 Dealer Name: WAGNER EQUIPMENT CO.
Customer's Name: LOGAN COUNTY ROAD & BRIDGE
Address: 12603 CR 33
STERLING, CO 80751-8718

I have entered into the above agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

See attached for additional equipment description

Insurance Agency		Insurance Agent's Name
Street Address		
City	State	Zip
Agent's Phone Number	Fax Number	E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
- ☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

<u>Model #</u>	<u>Equipment Description</u>	<u>Serial #</u>	<u>VIN#</u>	<u>Value Including Tax</u>
1. 140-15	2022 Caterpillar Motor Grader	EB200697		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200696		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200692		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200695		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200698		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200693		\$304,859.86
1. 140-15	2022 Caterpillar Motor Grader	EB200691		\$304,859.86

CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: LOGAN COUNTY ROAD & BRIDGE

Physical Address: 12603 CR 33
STERLING, CO, 80751-8718

Mailing Address: 12603 CR 33
STERLING, CO, 80751-8718

Equipment Location: 12603 CR 33
STERLING, CO, 80751-8718

Business Phone: _____

E-mail Address: _____

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

☐ I decline Auto Pay authorization at this time

☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

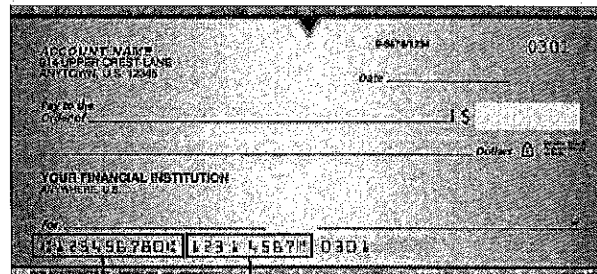
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

WAGNER EQUIPMENT CO.
18000 E SMITH RD
AURORA, CO 80011-3511

Reference:

LOGAN COUNTY ROAD & BRIDGE

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

This Schedule A forms part of the Cat Value Option between the parties named below for the Contract Number set out above.

1. PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751-8718

2. EQUIPMENT DESCRIPTION SCHEDULE

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY RENT This is due per period, as stated below in section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 17 of the Master Agreement)	MAX ANNUAL HOURS/MILEAGE Maximum annual usage of Unit (see Return Agreement)	DELIVERY DATE Enter date machine was delivered to you.
1 New 2022 Caterpillar 140-15 Motor Grader	EB200697	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200696	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200692	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200695	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200698	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200693	\$3,615.36	\$106,785.00	1500	
1 New 2022 Caterpillar 140-15 Motor Grader	EB200691	\$3,621.35	\$106,785.00	1500	

3. ADDITIONAL COLLATERAL

None

SIGNATURES

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature _____ Signature _____

Name (Print) _____ Name (Print) _____

Title _____ Title _____

Date _____ Date _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200695

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Autoshift Transmission, Ripper, Scarifier Mid Mount

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$31.82. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200691

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by **\$31.87**. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200692

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$31.82. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200693

Unit Configuration and Attachments: Joystick, Air Conditioning, Tires, Cab // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$31.82. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)



This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200696

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by **\$31.82**. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque converters) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)



This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200697

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$31.82. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70092537 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 140-15 Serial No.: EB200698

Unit Configuration and Attachments: Air Conditioning, Tires, Cab, Joystick // Scarifier Mid Mount, Autoshift Transmission, Ripper

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1500	Current Hours:	1	Total Allowable Unit Hours:	10501
----------------------------	------	----------------	---	-----------------------------	-------

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$31.82. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature: _____

Name (Print): _____

Title: _____

Date: _____

RESOLUTION

NO. 2022 -32

A Resolution of the Board of County Commissioners of Logan County, Colorado, extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

WHEREAS, Logan County previously adopted a temporary moratorium on the issuance of permits related to community solar garden facilities in the form of Resolution 2022-11; and

WHEREAS, county staff and the Logan County Planning Commission continue the process of developing regulations that address the complex regulatory issues involved and needs additional time to develop and approve regulations that address those issues; and

WHEREAS, extending the temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of community solar garden facilities will allow county staff and the Planning Commission to further study the relevant issues and develop appropriate regulations relating thereto; and

WHEREAS, extending the moratorium for a reasonable amount of time is deemed necessary to properly investigate, develop, adopt and implement regulations that are in the best interests of the health, safety and welfare of the citizens of Logan County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The temporary moratorium imposed by Resolution 2022-11 is hereby extended until March 1, 2023 unless sooner repealed.
2. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.
3. The Board of County Commissioners hereby finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 15th day of November, 2022.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Byron H. Pelton, Chairman

_____(Aye) (Nay)
Joseph A. McBride

_____(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, Logan County Clerk and Recorder, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, sitting in regular session on the 15th day of November, 2022.

Clerk and Recorder

RESOLUTION

NO. 2022 -33

A Resolution of the Board of County Commissioners of Logan County, Colorado, extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.

WHEREAS, Logan County previously adopted a temporary moratorium on the issuance of permits related to wind power generating facilities in the form of Resolution 2022-10; and

WHEREAS, the Logan County Planning Commission continues its process of developing regulations that address the complex regulatory issues involved and needs additional time to develop and approve regulations that address those issues; and

WHEREAS, extending the temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of wind power generating facilities will allow county staff and the Planning Commission to further study the relevant issues and develop appropriate regulations relating thereto; and

WHEREAS, extending the moratorium for a reasonable amount of time is deemed necessary to properly investigate, develop, adopt and implement regulations that are in the best interests of the health, safety and welfare of the citizens of Logan County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The temporary moratorium imposed by Resolution 2022-10 is hereby extended until March 1, 2023 unless sooner repealed.
2. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.
3. The Board of County Commissioners hereby finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 15th day of November, 2022.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Byron H. Pelton, Chairman

_____(Aye) (Nay)
Joseph A. McBride

_____(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, Logan County Clerk and Recorder, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, sitting in regular session on the 15th day of November, 2022.

Clerk and Recorder