



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, October 19, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the October 5, 2021 meeting.

Acknowledge the receipt of the Sheriff's Fee Report for the month of September, 2021.

Acknowledge the receipt of the Clerk and Recorder's Fee Report for the month of September, 2021.

Acknowledge the receipt of the Treasurer's Report for the month of September, 2021.

Unfinished Business

Consideration of the approval of Resolution 2021-35 for a Subdivision Exemption on behalf of Logan County Economic Development Corporation to create a 10.27-acre parcel from a 185.2-acre parcel in the NW 1/4 of Section 30, Township 8 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of a contract between Logan County and Polymer & Energy Limited for the sale of a 10-acre parcel of land in the Northwest Quarter of Section 30, Township 8 North, Range 51 West of the 6th Principal Meridian.

New Business

Consideration of the approval of a Fitness Passport Service Agreement between Logan County dba Heritage Center and Optum Health Care Solutions, LLC to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's Clients.

Consideration of the approval of a petition for abatement of taxes on behalf of Chad Bamford In the amount of \$5,965.92 for Tax Year 2020 and \$5,950.45 for Tax Year 2019.

The Board will open bids for the Logan County Annex CoWork Space Expansion Project.

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

- Iliff Exit Billboard - \$3,600.00
- Interstates 80 & 76 Travel Guide - \$1,990.00
- NADS In-Room Guest Directory - \$450.00
- 2022 Marketing Partnership Proposal - \$9,000
- 2022 Digital Marketing Proposal - \$18,000.
- Herrmann Global 2022 Marketing Campaign - \$5,250.

Consideration of the approval of Resolution 2021-38 for a Subdivision Exemption on behalf of Brad Hofmeister to create a 5.09-acre parcel from a 648-acre parcel in an Agricultural (A) zone district in the (S1/2SW1/4) of Section 32, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-39 for a Subdivision Exemption on behalf of Richard O. and Sydney Ann Walker to create a 7.07-acre parcel from a 148-acre parcel in an Agricultural (A) zone district in the West Half of the Southwest Quarter (W1/2SW1/4) of Section 18, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2021-40 for a Subdivision Exemption on behalf of Mike Harms to create a 7.57-acre parcel from a 1,287-acre parcel in an Agricultural (A) zone district in a parcel of land known as parcel 1, containing 333,000 sq. ft. (7.57 Acres), more or less, in the West Half of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, in Logan County, Colorado

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-20 for use of the county's right-of-way along County Road 49 for an electrical distribution.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-21 for use of the county's right-of-way along County Road 47 for an electrical distribution

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, November 2, 2021, at 9:30 a.m. at the Logan County Courthouse.

The Board of County Commissioners will hold a budget hearing for the Logan County 2022 Budget and the Logan County Pest District 2022 budget on Tuesday, November 2, 2021 at 9:30 a.m. The proposed budget is available on the Logan County website:

<https://logancounty.colorado.gov>

Executive Session as Needed

Adjournment

October 5, 2021

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
Pamela M. Bacon	Logan County Clerk – Absent
Rachelle Stebakken	Logan County Deputy Clerk
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	Logan County Emergency Manager
Vernon Pottas	
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. Hearing none, Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the September 21, 2021 meeting.
- Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of September, 2021.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of September, 2021.
- Acknowledge the receipt of the Treasurer's report for the month of September, 2021.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton continued with Unfinished Business:

Commissioner McBride moved to postpone definitely until October 19 at 9:30 a.m. Resolution 2021-35 for a Subdivision Exemption on behalf of Logan County Economic Development Corporation to create a 10.27-acre parcel from a 185.2-acre parcel in the NW ¼ of Section 30, Township 8 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:

Commissioner Bauder moved to approve Resolution 2021-36 for a Special Use Permit on behalf of Ranch to Bowl, LLC for the commercial processing and distribution of agricultural products on property described as a tract of land located in the Southeast Quarter (SE1/4) of Section 4, Township 9 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner McBride seconded and the motion carried 3-0.

- Vernon Pottas with Ranch to Bowl answered questions for the Board.

Commissioner McBride moved approve Resolution 2021-37 amending the Logan County, Colorado Zoning Regulations adopted by Resolution on the 10th Day of October 1973; rezoning parts of said county and amending the District Zoning Map. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to postpone definitely until October 19, 2021 at 9:30 a.m. a contract between Logan County and Polymer & Energy Limited for the sale of a 10-acre parcel of land in the Northwest Quarter of Section 30, Township 8 North, Range 51 West of the 6th Principal Meridian. Commissioner McBride seconded and the motion carried 3-0.


Other Business

County Offices will be closed Monday, October 11, 2021 in observance of Columbus Day.

The next meeting will be scheduled for Tuesday, October 19, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:41 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: October 19, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS						
Sep-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
9/8/2021	841	22676	2021-478	\$ 35.00	\$ 15.00	\$ 20.00
9/30/2021	843	CASH	2021-536	\$ 40.00	\$ 17.50	\$ 22.50
10/1/2021	844	26132	2021-538	\$ 35.00	\$ 15.00	\$ 20.00
10/1/2021	845	4516	2021-457	\$ 35.00	\$ 15.00	\$ 20.00
10/4/2021	846	5715	2021-583	\$ 45.00	\$ 15.00	\$ 30.00
				Total Owed to County		\$ 112.50

* emailed to
Jennifer 10-07-2021
@ 1:00pm
(2)

CIVIL PAYMENTS CREDIT CARDS					
Sep-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
9/3/2021		2021-466/467/468	\$ 55.00		\$ 55.00
9/7/2021		2021-469	\$ 35.00		\$ 35.00
9/7/2021	840	2021-473	\$ 35.00	\$ 15.00	\$ 20.00
9/9/2021		2021-477	\$ 45.00		\$ 45.00
9/9/2021		2021-459	\$ 35.00		\$ 35.00
9/13/2021		2021-470	\$ 35.00		\$ 35.00
9/14/2021		2021-490/491	\$ 45.00		\$ 45.00
9/15/2021		2021-496	\$ 35.00		\$ 35.00
9/15/2021		2021-497/498	\$ 45.00		\$ 45.00
9/15/2021		2021-488	\$ 80.00		\$ 80.00
9/20/2021		2021-506/507/508	\$ 75.00		\$ 75.00
9/29/2021		2021-505	\$ 12.50		\$ 12.50
9/28/2021		2021-517/519/521/522	\$ 65.00		\$ 65.00
9/29/2021		2021-531/532/535	\$ 138.00		\$ 138.00
9/29/2021		2021-518/520/525/524/527/528/529/530/533/534	\$ 225.00		\$ 225.00
9/29/2021	842	2021-513	\$ 35.00	\$ 15.00	\$ 20.00
9/29/2021		2021-514/515	\$ 35.00		\$ 35.00
9/30/2021		2021-541	\$ 35.00		\$ 35.00
10/1/2021		2021-543	\$ 45.00		\$ 45.00
10/1/2021		2021-544	\$ 45.00		\$ 45.00
10/1/2021		2021-526	\$ 80.00		\$ 80.00
10/4/2021		2021-575/576/577	\$ 55.00		\$ 55.00
				Total Owed to County	\$ 1,260.50

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/					
Sep-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
9/7/2021			\$ 8.45		\$ 8.45
9/7/2021			\$ 12.00		\$ 12.00
9/10/2021			\$ 12.00		\$ 12.00
9/13/2021			\$ 12.00		\$ 12.00
9/14/2021			\$ 12.00		\$ 12.00
9/17/2021			\$ 12.00		\$ 12.00
9/21/2021			\$ 12.00		\$ 12.00
9/30/2021			\$ 12.00		\$ 12.00
9/24/2021			\$ 50.00		\$ 50.00
				Total Owed to County	\$ 142.45

CHP CREDIT CARDS			
Sep-21			
Date		Amount	Amount Owed to County
8/31/2021		\$ 63.00	\$ 63.00
9/10/2021		\$ 152.50	\$ 152.50
9/10/2021		\$ 152.50	\$ 152.50
8/31/2021		\$ 152.50	\$ 152.50
9/8/2021		\$ 152.50	\$ 152.50
9/13/2021		\$ 63.00	\$ 63.00
9/13/2021		\$ 63.00	\$ 63.00
9/13/2021		\$ 152.50	\$ 152.50
9/15/2021		\$ 63.00	\$ 63.00
9/22/2021		\$ 63.00	\$ 63.00
9/24/2021		\$ 152.50	\$ 152.50
9/24/2021		\$ 152.50	\$ 152.50
9/24/2021		\$ 152.50	\$ 152.50
9/27/2021		\$ 152.50	\$ 152.50
9/27/2021		\$ 152.50	\$ 152.50
9/27/2021		\$ 152.50	\$ 152.50
9/27/2021		\$ 152.50	\$ 152.50
9/28/2021		\$ 63.00	\$ 63.00
9/29/2021		\$ 63.00	\$ 63.00
10/1/2021		\$ 63.00	\$ 63.00
		Total Owed to County	\$ 2,181.50

CIVIL CHECKS \$ 112.50
CIVIL CREDIT CARDS \$ 1,260.50
RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 142.45
CHP CREDIT CARDS \$ 2,181.50
TOTAL PAID TO GENERAL FUND \$ 3,696.95 Check#847
DEPOSIT TAKEN TO BANK OF COLORADO \$ 190.00

Clerk Fees Collected 2021

September

	2020	2021	
<u>Recording Fees Retained</u>	17,519.48	15,289.60	
<u>Motor Vehicle Fees Retained</u>	306,473.69	285,580.66	
Total \$	323,993.17	\$ 300,870.26	\$23,122.91

<u>Fees & Taxes Distributed</u>			
State of Colorado	254,073.22	262,024.56	
City of Sterling	36,374.17	29,989.86	
Town of Fleming	2,322.69	2,413.43	
Total \$	292,770.08	\$ 294,427.85	\$1,657.77

Fees Retained Year to Date	\$3,099,301.55
----------------------------	----------------

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
SEPTEMBER 2021**

COUNTY FUNDS	8/31/21 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	9/30/21 BALANCE
COUNTY GENERAL	\$ 14,550,718.46	\$ 88,738.53	\$ 58,810.34	\$ 402,524.24	\$ -	\$ (786,408.05)	\$ (3,821.33)	\$ 14,310,562.19
ROAD & BRIDGE	\$ 6,258,461.81	\$ 21,742.80	\$ 16,836.54	\$ 910,549.63	\$ -	\$ (316,508.89)	\$ (10,409.21)	\$ 6,880,672.68
CONTINGENT	\$ 656,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,999.55
CAPITAL EXPENDITURES	\$ 613,181.33	\$ 2,117.71	\$ 1,403.07	\$ 32,837.56	\$ -	\$ (40,102.00)	\$ (42.36)	\$ 609,395.31
JUSTICE CENTER	\$ 860,204.91	\$ -	\$ -	\$ 7.77	\$ -	\$ -	\$ -	\$ 860,212.68
TELEVISION FUND	\$ 148,259.12	\$ 635.01	\$ 420.90	\$ 1,373.55	\$ -	\$ (12,482.44)	\$ (12.70)	\$ 138,193.44
PEST CONTROL	\$ 325,650.70	\$ 2,866.88	\$ 1,104.47	\$ 223.12	\$ -	\$ (33,901.31)	\$ (57.33)	\$ 295,886.53
LODGING TAX	\$ 140,537.80	\$ -	\$ -	\$ 25,932.39	\$ -	\$ (9,143.11)	\$ -	\$ 157,327.08
SOLID WASTE	\$ 2,004,102.14	\$ -	\$ 0.23	\$ 67,511.94	\$ -	\$ (49,257.54)	\$ -	\$ 2,022,356.77
SOLID WASTE CLOSURE	\$ 665,184.18	\$ -	\$ -	\$ 5,699.92	\$ -	\$ -	\$ -	\$ 670,884.10
CONSERVATION TRUST	\$ 311,865.27	\$ -	\$ -	\$ 18,221.25	\$ -	\$ -	\$ -	\$ 330,086.52
FAIR FUND	\$ 220,686.98	\$ -	\$ -	\$ 5,558.25	\$ -	\$ (95,002.52)	\$ -	\$ 131,242.71
CAPITAL IMPROVEMENT	\$ 3,372,127.84	\$ -	\$ -	\$ 204,792.01	\$ -	\$ (35,593.73)	\$ (4,093.11)	\$ 3,537,233.01
AMBULANCE FUND	\$ 239,413.43	\$ -	\$ -	\$ 51,938.94	\$ -	\$ (33,202.61)	\$ -	\$ 258,149.76
% TAX COLLECTED TO DATE								99.84%
TOTALS	\$ 30,367,393.52	\$ 116,100.93	\$ 78,575.55	\$ 1,727,170.57	\$ -	\$ (1,411,602.20)	\$ (18,436.04)	\$ 30,859,202.33

STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

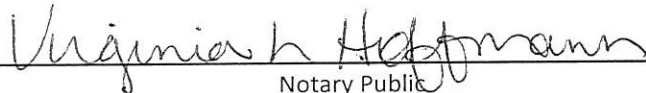
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 446,890.78 for the month of SEPTEMBER 2021 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of SEPTEMBER 2021 is \$ 20,048.27 which includes fees for the County and all taxing authorities.



Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 7 th day of OCTOBER 2021, 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



RESOLUTION

NO. 2021-35

BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO

SUBDIVISION EXEMPTION PROPOSED BY LOGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR A PARCEL OF LAND OWNED BY LOGAN COUNTY.

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Logan County Economic Development Corporation has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created on land which is owned by Logan County and is legally described as follows:

Property Description Parcel 1

A parcel of land known as Parcel 1, containing 447,541 sq. ft. (10.27 acres), more or less, in the Northwest Quarter of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88°25'43" East, a distance of 622.29 feet, thence North 01°34'17" West, a distance of 186.42 feet, to the point of beginning;

thence North 00°00'00" East, a distance of 500.00 feet;
thence North 82°36'21" East, a distance of 675.02 feet;
thence South 24°25'24" East, a distance of 286.53 feet;
thence South 29°11'26" East, a distance of 373.41 feet;
thence South 90°00'00" West, a distance of 970.00 feet, more or less, to the point of beginning.

The above described parcel contains 447,541 sq. ft. (10.27 acres), more or less.

Property Description 60 Feet Wide Access and Utility Easement (For the Benefit of Parcel 1)

A 60 feet wide access and utility easement, containing 65,796 sq. ft. (1.51 acres), more or less, in the West half of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said easement being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88°25'43" East, a distance of 1591.92 feet, thence North 01°34'17" West, a distance of 159.82 feet, to the point of beginning;

thence North 29°11'26" West, a distance of 373.41 feet;
thence North 24°25'24" West, a distance of 286.53 feet;
thence North 65°34'36" East, a distance of 60.00 feet;
thence South 24°25'24" East, a distance of 284.03 feet;
thence South 29°11'26" East, a distance of 374.84 feet;
thence South 21°42'16" East, a distance of 284.25 feet;
thence South 15°57'23" East, a distance of 158.66 feet, to a point on the North right

of way of U.S. Highway 6;
thence along said North right of way line, on the arc of a curve to the right, a radius of 5639.58 feet, a central angle of 00°36'35", a distance of 60.02 feet, (a chord bearing South 75°32'29" West, a distance of 60.02 feet);
thence departing said North right of way line, North 15°57'23" West, a distance of 154.08 feet;
thence North 21°42'17" West, a distance of 277.31 feet, more or less, to the point of beginning.

The above described easement contains 65,796 sq. ft. (1.51 acres), more or less.

(As represented on official Subdivision Exemption Plat 2021-35); and

WHEREAS, Logan County Economic Development Corporation proposes to create a parcel, consisting of 10.27 acres, more or less, subdivided from a 185.22 acre parcel in an Agricultural (A) zone district, for development and use as a commercial business operation; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on September 17, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 19, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Logan County Economic Development Corporation for a Subdivision Exemption for the creation of a 10.27 acre parcel, more or less, and a 60 feet wide access and utility easement for the benefit of the above-described parcel, as described above and as represented on official Subdivision Plat 2021-35, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(Aye)(Nay)
Joseph A. McBride, Commissioner

(Aye)(Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 19th day of October, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 7-21-2021

1. Name of Subdivision Exemption Logan County Land Fill Parcel 1
Logan County EDC
2. Name of Applicant TRAE MILLER Phone 970-520-1283
Address 160 College Ave. Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent NA Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Logan County Comm. Phone 970-522-0888
Address 315 Main Street Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor WILCAT SURVEYING Phone 308-279-2072
Address 307 Church St. PO Box 27 Harrisburg NE 68345
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the North side of Highway 6
2.7 miles EAST of Highway 61
(Direction) (Street)
9. Postal Delivery Area _____ School District _____
10. Total Acreage 10.27 Zone _____ Number of Lots 1
11. Tax Map Designation: Section/Township/Range NW 1/4 Section 30, T8N, R51W Lot(s) 60V. Lots 2 & 3
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property? NO
If so, list Case No. and Name NA
13. Is Deed recorded in Torrens System: Number NO IT'S ORIGINAL AFFIDAVIT
14. Is Deed recorded in General System: Book 984 Page 409
15. Current Land Use: COUNTY LAND FILL PROPERTY
16. Proposed Use of Each Parcel: RECYCLE CENTER

17. Proposed Water and Sewer Facilities: _____

18. Proposed Public Access to each new parcel: See Access EASEMENT

19. Reason for request of this exemption (may use additional pages): _____

List all contiguous holdings in the same ownership: All County owned property In Logan County

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

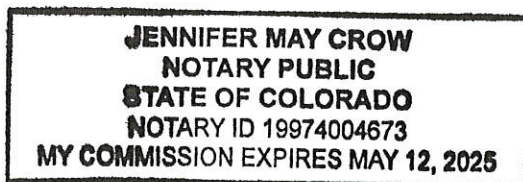

(Applicant Signature)

Mailing Address:

160 College Ave

Sterling CO 80751

MY COMMISSION EXPIRES: 5/12/2025



FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for
recording fee. Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

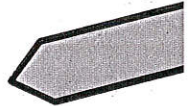
Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____



Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: October 5, 2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Polymer & Energy Limited, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** _____.

2.2. No Assignability. This Contract Is Not assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, Logan County, Colorado, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Logan, Colorado:

A parcel of land known as Parcel 1, containing 447,541 sq. ft. (10.27 acres), more or less, in the Northwest Quarter of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the West Quarter corner of Section 30, Township 8 North, Range 51 West, of the 6th Principal Meridian, thence along the South line of the Northwest Quarter of said Section 30, North 88 degrees 25 minutes 43 seconds East, a distance of 622.29 feet, thence North 01 degrees 34 minutes 17 seconds West, a distance of 186.42 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, a distance of 500.00 feet; thence North 82 degrees 36 minutes 21 seconds East, a distance of 675.02 feet; thence South 24 degrees 25 minutes 24 seconds East, a distance of 286.53 feet; thence South 29 degrees 11 minutes 26 seconds East, a distance of 373.41 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 970.00 feet, more or less, to the point of beginning.

known as No. _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

None

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

None

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

52 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3,
 53 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:
 54 None
 55 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that
 56 if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household
 57 purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been
 58 registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must
 59 complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing
 60 service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well
 61 Permit # is None.
 62 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
 63 None
 64 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
 65 conveyed as part of the Purchase Price as follows:
 66 None
 67 If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
 68 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.
 69 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 70 § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the
 71 applicable legal instrument at Closing.
 72 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:
 73 None

74 **3. DATES AND DEADLINES.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	n/a
		Title	
2	§ 8.1	Record Title Deadline	30 days prior to closing
3	§ 8.2	Record Title Objection Deadline	20 days prior to closing
4	§ 8.3	Off-Record Title Deadline	30 days prior to closing
5	§ 8.3	Off-Record Title Objection Deadline	20 days prior to closing
6	§ 8.4	Title Resolution Deadline	10 days prior to closing
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.3	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Objection Deadline	n/a
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	n/a
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	n/a
12	§ 5.2	Loan Objection Deadline	n/a
13	§ 5.3	Buyer's Credit Information Deadline	n/a
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
15	§ 5.4	Existing Loan Documents Deadline	n/a
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
17	§ 5.4	Loan Transfer Approval Deadline	n/a
18	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
19	§ 6.2	Appraisal Deadline	n/a
20	§ 6.2	Appraisal Objection Deadline	n/a
21	§ 6.2	Appraisal Resolution Deadline	n/a
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	n/a
23	§ 9.3	New ILC or New Survey Objection Deadline	n/a
24	§ 9.4	New ILC or New Survey Resolution Deadline	n/a

Item No.	Reference	Event	Date or Deadline
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	20 days prior to closing
26	§ 10.3	Inspection Resolution Deadline	10 days prior to closing
27	§ 10.5	Property Insurance Objection Deadline	n/a
28	§ 10.6	Due Diligence Documents Delivery Deadline	n/a
29	§ 10.6	Due Diligence Documents Objection Deadline	n/a
30	§ 10.6	Due Diligence Documents Resolution Deadline	n/a
31	§ 10.6	Environmental Inspection Objection Deadline	20 days prior to closing
32	§ 10.6	ADA Evaluation Objection Deadline	n/a
33	§ 10.7	Conditional Sale Deadline	n/a
34	§ 11.1	Tenant Estoppel Statements Deadline	n/a
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	n/a
Closing and Possession			
36	§ 12.3	Closing Date	* see Addendum
37	§ 17	Possession Date	Upon Closing
38	§ 17	Possession Time	Upon Closing
39	§ 28	Acceptance Deadline Date	October 5, 2021
40	§ 28	Acceptance Deadline Time	5:00 p.m. MDT

75 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
76 blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision,
77 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
78 no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

79 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

80 **4. PURCHASE PRICE AND TERMS.**

81 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 17,715	
2	§ 4.3	Earnest Money		\$ 1,000
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7	Addenda	Quarterly Installments Prior to Closing		12,540
8				
9	§ 4.4	Cash at Closing		\$ 4,175
10		TOTAL	\$ 17,715	\$ 17,715

82 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller Concession may
83 be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in
84 the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession
85 include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee,
86 cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
87 elsewhere in this Contract.

88 **4.3. Earnest Money.** The Earnest Money set forth in this section, in the form of a cashier's check, will be payable to
89 and held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit
90 must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for
91 its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
92 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits
93 transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer
94 acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this
95 transaction will be transferred to such fund.

96 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
97 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

98 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to
99 the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided
100 in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute
101 and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
102 days of Seller's receipt of such form.

103 **4.4. Form of Funds; Time of Payment; Available Funds.**

104 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
105 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
106 check, savings and loan teller's check and cashier's check (Good Funds).

107 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
108 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at
109 Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this
110 Contract, ☒ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount
111 stated as Cash at Closing in § 4.1.

112 **4.5. New Loan.**

113 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan
114 costs, loan discount points, prepaid items and loan origination fees, as required by lender.

115 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
116 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

117 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
118 ☐ Conventional ☐ Other _____.

119 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption
120 Balance set forth in § 4.1, presently payable at \$_____ per _____ including principal and interest presently at the rate of _____%
121 per annum, and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐ Property Insurance
122 Premium and ☐ _____.

123 Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not
124 exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If
125 the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash
126 required from Buyer at Closing to be increased by more than \$_____, then Buyer has the Right to Terminate under § 25.1, on or
127 before **Closing Date**, based on the reduced amount of the actual principal balance.

128 Seller ☐ Will ☐ Will Not be released from liability on said loan. If applicable, compliance with the requirements for
129 release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an
130 appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to
131 exceed \$_____.

132 **4.7. Seller or Private Financing.**

133 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on
134 sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a
135 licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics
136 of financing, including whether or not a party is exempt from the law.

137 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing,
138 ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before
139 **Seller or Private Financing Deadline**.

140 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
141 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost
142 and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**,
143 if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

144 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
145 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its
146 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or**
147 **Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

149 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

150 **5.1. Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
151 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
152 by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

153 **5.2. Loan Objection.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
154 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
155 availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer.
156 Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to
157 Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE**
158 **BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except
159 as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

160 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole
161 benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole
162 subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's
163 expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit
164 condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and
165 documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in
166 this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1,
167 on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion,
168 Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

169 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
170 documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole
171 benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has
172 the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any unsatisfactory
173 provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is
174 required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set
175 forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such
176 deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to
177 be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

178 **6. APPRAISAL PROVISIONS.**

179 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged
180 on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set
181 forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property
182 to be valued at the Appraised Value.

183 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
184 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

185 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
186 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
187 **Objection Deadline**, notwithstanding § 8.3 or § 13:

188 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

189 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
190 Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

191 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
192 **Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
193 **Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written
194 withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

195 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
196 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
197 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
198 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
199 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the
200 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or
201 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

202 6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
203 ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management
204 company, lender's agent or all three.

205 ~~7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community~~
206 ~~and subject to such declaration.~~

207 7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON
208 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
209 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
210 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
211 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
212 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
213 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
214 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
215 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
216 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
217 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
218 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
219 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
220 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
221 THE ASSOCIATION.

222 7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:

223 7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
224 agreements, rules and regulations, party wall agreements;

225 7.2.2. Minutes of most recent annual owners' meeting;

226 7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
227 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
228 collectively, Governing Documents); and

229 7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
230 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
231 any (collectively, Financial Documents).

232 7.3. Association Documents to Buyer.

233 7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association
234 Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the
235 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
236 Buyer's receipt of the Association Documents, regardless of who provides such documents.

237 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to
238 Terminate under § 25.1, on or before Association Documents Objection Deadline, based on any unsatisfactory provision in any
239 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
240 Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
241 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
242 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing
243 Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
244 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
245 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

246 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

247 8.1. Evidence of Record Title.

248 ☒ 8.1.1. Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance
249 company to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline, Seller must furnish
250 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
251 Price, or if this box is checked, ☐ an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be
252 issued and delivered to Buyer as soon as practicable at or after Closing.

253 ☐ 8.1.2. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance
254 company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must furnish to
255 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
256 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

257 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ Will ☒ Will Not contain Owner's
258 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
259 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
260 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
261 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
262 will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

263 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
264 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
265 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
266 object under § 8.4 (Right to Object to Title, Resolution).

267 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
268 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such
269 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
270 Documents).

271 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
272 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
273 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
274 party or parties obligated to pay for the owner's title insurance policy.

275 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
276 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

277 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
278 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
279 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
280 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
281 Title Documents are not received by Buyer, on or before the **Record Title Deadline**, or if there is an endorsement to the Title
282 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
283 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
284 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
285 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
286 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
287 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
288 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
289 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
290 Commitment and Title Documents as satisfactory.

291 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
292 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
293 governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
294 and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect
295 the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,
296 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
297 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective
298 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by
299 Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and
300 object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
301 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object
302 to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
303 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

304 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
305 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
306 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

307 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
308 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
309 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller
310 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
311 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
312 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
313 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
314 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

315 8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or
316 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

317 8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
318 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
319 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
320 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
321 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
322 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
323 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
324 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING
325 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
326 RECORDER, OR THE COUNTY ASSESSOR.

327 Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline, based on any
328 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

329 8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve
330 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
331 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
332 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
333 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
334 of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.

335 8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed
336 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
337 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
338 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
339 various laws and governmental regulations concerning land use, development and environmental matters.

340 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE
341 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER
342 OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR
343 WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,
344 GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS
345 MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE
346 MINERAL ESTATE, OIL, GAS OR WATER.

347 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
348 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
349 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
350 RECORDER.

351 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
352 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
353 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
354 OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

355 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
356 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
357 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
358 AND GAS CONSERVATION COMMISSION.

359 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from,
360 or not covered by the owner's title insurance policy.

361 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
362 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

363 9. NEW ILC, NEW SURVEY.

364 9.1. New ILC or New Survey. If the box is checked, a ☐ New Improvement Location Certificate (New ILC)
365 ☐ New Survey in the form of _____ is required and the following will apply:

366 9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The
367 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
368 date after the date of this Contract.

369 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
370 Closing, by: ☐ Seller ☐ Buyer or:
371

372 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
373 of the opinion of title if an Abstract of Title), and _____ will receive a New ILC or New Survey on or before **New ILC or New**
374 **Survey Deadline.**

375 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
376 to all those who are to receive the New ILC or New Survey.

377 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
378 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
379 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
380 Seller incurring any cost for the same.

381 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the New ILC or New Survey. If
382 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
383 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

384 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

385 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
386 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

387 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
388 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
389 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or**
390 **New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection
391 before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

392

DISCLOSURE, INSPECTION AND DUE DILIGENCE

393 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE**
394 **OF WATER.**

395 ~~**10.1. Seller's Property Disclosure.** On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to~~
396 ~~Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed~~
397 ~~by Seller to Seller's actual knowledge, current as of the date of this Contract.~~

398 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
399 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
400 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

401 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
402 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
403 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
404 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
405 Property (including utilities and communication services), systems and components of the Property (e.g. heating and plumbing),
406 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
407 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
408 discretion, Buyer may, on or before **Inspection Objection Deadline**:

409 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

410 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
411 Buyer requires Seller to correct.

412 **10.3.3. Inspection Resolution.** If an **Inspection Objection** is received by Seller, on or before **Inspection Objection**
413 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
414 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the **Inspection**
415 **Objection** before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

416 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
417 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
418 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
419 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
420 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
421 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
422 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
423 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
424 pursuant to an **Inspection Resolution**.

425 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
426 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
427 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

428 **10.6. Due Diligence.**

429 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
430 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
431 **Documents Delivery Deadline:**

- 432 ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
433 ☐ **10.6.1.2.** Property tax bills for the last _____ years;
434 ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
435 electrical, mechanical, and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
436 available;
437 ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
438 ☐ **10.6.1.5.** Operating statements for the past _____ years;
439 ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
440 ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
441 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):
442 None
443 ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
444 completed and capital improvement work either scheduled or in process on the date of this Contract;
445 ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
446 for the past _____ years;
447 ☐ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
448 earlier under § 8.3);
449 ☐ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
450 letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or
451 other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's
452 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
453 ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
454 Property with said Act;
455 ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental
456 authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations,
457 if any; and
458 ☐ **10.6.1.14.** Other documents and information:
459 None

460 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
461 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
462 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

- 463 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
464 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory
465 Due Diligence Documents that Buyer requires Seller to correct.
466 **10.6.2.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by
467 Seller, on or before **Due Diligence Document Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
468 settlement thereof on or before **Due Diligence Document Resolution Deadline**, this Contract will terminate on **Due Diligence**
469 **Document Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Document Objection
470 before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline**.

471 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
472 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
473 the Property, in Buyer's sole subjective discretion.

474 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
475 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide
476 ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
477 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ _____, at the expense of ☐
478 Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the
479 Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be
480 conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses
481 of the Property, if any.

482 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
483 **Environmental Inspection Objection Deadline** will be extended by thirty (30) days (Extended Environmental Inspection
484 **Objection Deadline**) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the

485 **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II
486 Environmental Site Assessment.

487 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
488 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended
489 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
490 subjective discretion.

491 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any
492 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

493 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
494 owned by Buyer and commonly known as None. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of
495 Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline.
496 This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale**
497 **Deadline**, Buyer waives any Right to Terminate under this provision.

498 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ Does ☐ Does Not
499 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water
500 for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.
501 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
502 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
503 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

504 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
505 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
506 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
507 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
508 withheld or delayed.

509 **11. TENANT ESTOPPEL STATEMENTS.**

510 **11.1. Tenant Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements.
511 Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance
512 reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
513 stating:

514 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

515 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
516 amendments;

517 **11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

518 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

519 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

520 **11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising
521 the premises it describes.

522 **11.2. Tenant Estoppel Statements Objection.** Buyer has the Right to Terminate under § 25.1, on or before **Tenant**
523 **Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,
524 or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the
525 unilateral right to waive any unsatisfactory Estoppel Statement.

526

CLOSING PROVISIONS

527 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

528 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
529 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
530 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
531 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and
532 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
533 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

534 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
535 this Contract.

536 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
537 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Seller.

538 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
539 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

540 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the
541 other terms and provisions hereof, Seller must execute and deliver a good and sufficient special warranty deed to Buyer, at
542 Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided
543 herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of
544 the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

545 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
546 accepted by Buyer in accordance with **Record Title**,

547 **13.2.** Distribution utility easements (including cable TV),

548 **13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual
549 knowledge and which were accepted by Buyer in accordance with **Off-Record Title and New ILC or New Survey**,

550 **13.4.** Inclusion of the Property within any special taxing district, and

551 **13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether
552 assessed prior to or after Closing, and

553 **13.6.** Other None.

554 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the
555 proceeds of this transaction or from any other source.

556 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

557 **15.1.** Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
558 to be paid at Closing, except as otherwise provided herein.

559 **15.2.** Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ Buyer ☐ Seller
560 ☐ One-Half by Buyer and One-Half by Seller ☐ Other _____.

561 **15.3.** Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of
562 assessments (Status Letter) must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.
563 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
564 or title of such fee (Association's Record Change Fee) must be paid by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer
565 and One-Half by Seller.

566 **15.4.** Local Transfer Tax. ☐ The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by
567 ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

568 **15.5.** Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
569 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ None ☐ Buyer ☐ Seller
570 ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following
571 association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.
572 **15.6.** Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
573 \$None for:

574 ☐ Water Stock/Certificates ☐ Water District
575 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
576 and must be paid at Closing by ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

577 **15.7.** Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
578 ☒ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

579 **16. PRORATIONS.** The following will be prorated to the Closing Date, except as otherwise provided:

580 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
581 year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and
582 Most Recent Assessed Valuation, ☒ Other None.

583 **16.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to
584 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
585 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
586 assume Seller's obligations under such Leases.

587 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
588 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
589 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
590 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
591 Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐ Buyer ☐ Seller. Except

however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at \$_____ per _____ and that there are no unpaid regular or special assessments against the Property except the current regular assessments and _____. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and None.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$100 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

645 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
646 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
647 **19.5. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
648 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
649 the growing crops.

650 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
651 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
652 of title and consultation with legal and tax or other counsel before signing this Contract.

653 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
654 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
655 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
656 has the following remedies:

657 **21.1. If Buyer is in Default:**

658 ☒ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
659 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
660 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
661 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

662 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller
663 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
664 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
665 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
666 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
667 performance and additional damages.

668 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
669 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
670 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

671 ~~**22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration~~
672 ~~or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all~~
673 ~~reasonable costs and expenses, including attorney fees, legal fees and expenses.~~

674 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
675 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
676 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
677 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
678 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
679 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
680 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
681 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
682 This section will not alter any date in this Contract, unless otherwise agreed.

683 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
684 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
685 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
686 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
687 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
688 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
689 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
690 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
691 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
692 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of
693 the Court. The parties reaffirm the obligation of Mediation. This Section will survive cancellation or termination of this Contract.

694 **25. TERMINATION.**

695 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
696 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written

697 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
698 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
699 satisfactory and waives the Right to Terminate under such provision.

700 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
701 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

702 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
703 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
704 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
705 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
706 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
707 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

708 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

709 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
710 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
711 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
712 Closing must be received by the party, not Broker or Brokerage Firm).

713 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
714 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
715 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
716 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

717 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
718 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
719 access the documents, or (3) facsimile at the Fax No. of the recipient.

720 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
721 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
722 located in Colorado.

723 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
724 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
725 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
726 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
727 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

728 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
729 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
730 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
731 **Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

732

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

733 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
734 Commission.)
735 See attached.

736 **31. ATTACHMENTS.**

737 **31.1.** The following attachments are a part of this Contract:
738 See Addendum

739 **31.2.** The following disclosure forms are attached but are not a part of this Contract:
740 None
741

742

SIGNATURES

743 Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Buyer's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

744 [NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: _____

Seller's Name: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

Seller's Signature _____ Date _____
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

745

746 32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.

747 Initials only of party (Buyer or Seller) who countered or rejected offer _____

748

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.
☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____
Broker's Name: _____

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____
Broker's Signature _____ Date _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.
☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature _____ Date _____

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

THIS ADDENDUM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY LEGAL COUNSEL FOR USE BY LOGAN COUNTY, COLORADO

ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

THIS ADDENDUM is attached to and forms an integral part of that certain Contract to Buy and Sell Real Estate (Land) dated October 5, 2021, between Logan County, Colorado, as Seller, and Polymer & Energy Limited, as Buyer. In the event of a conflict between the printed portion of the Contract and this Addendum, this Addendum shall control.

30. Additional Provisions:

(A) REPURCHASE AGREEMENT

Buyer agrees and acknowledges that it initiated a proposal to purchase the Property from Seller for the purpose of developing a thermochemical recycling facility and that Seller has no other reason or intention to sell the Property except for that purpose. Buyer further agrees and acknowledges that Seller desires to reacquire title to the Property if the thermochemical recycling facility is not developed by Seller within a reasonable amount of time.

In further consideration of this Contract for the sale and purchase of the Property, Seller, including its successors or assigns, shall be granted the right but shall not have the obligation, to exercise a conditional option to repurchase the Property for the Purchase Price stated in section 4.1 of this Contract:

(a) If Closing has otherwise occurred and Buyer fails to provide verifiable proof that it has obtained financing and has obtained all permits required by a local, state and/or federal agency which are necessary for the development of the thermochemical recycling facility, within 548 days from the date of this Contract or, if such steps are taken, in the event that Buyer fails to commence construction of the facility within 365 days after all required permits for development of the facility are issued; or

(b) If Closing has occurred and Buyer determines to sell the Property before construction of the thermochemical recycling facility has commenced, in which case, Buyer shall give Seller written notice of its intention to sell.

Seller may exercise its repurchase option by providing written notice to Buyer of its intention to exercise the option within thirty (30) days after the occurrence of any of the conditions described above.

Seller's conditional option to repurchase the Property as stated above may be enforced by an action in specific performance. Buyer acknowledges and agrees that the Purchase Price stated in

section 4.1 of the Contract has been adjusted by prior negotiation and, as such, provides adequate consideration for Buyer's grant of the conditional option to Seller.

(B) NO ASSIGNMENT

Buyer expressly agrees that it may not assign its rights under the Contract and this Addendum without Seller's written consent, which consent may be withheld in Seller's sole and absolute discretion.

(C) NO WARRANTIES

Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (I) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (ii) the income to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, or (vi) any other matter with respect to the Property. Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller other than as stated in this Contract.

(D) CLOSING DATE

Seller and Buyer acknowledge that Buyer's intended development of the Property for a thermochemical recycling facility is dependent on the issuance of certain permits by state, local and/or federal agencies and that, in the absence of the issuance of such permits, Buyer has no desire to purchase the Property. Therefore, Seller and Buyer agree to condition the occurrence of closing on Buyer's success in obtaining all required permits for development of the facility.

Closing shall occur within 365 days of the execution of this Contract at a date and time to be mutually determined by Seller and Buyer. Buyer shall submit applications for permits necessary for development of the facility within 90 days of the execution of this Contract, and shall provide Seller with documentation of its compliance. If Buyer has not successfully obtained all permits required for development of the facility within 365 days of the execution of this Contract, closing shall be continued to a date and time mutually determined by Seller and Buyer for up to 183 additional days, if Buyer continues to diligently pursue the issuance of the permit(s) in good faith. If all required permits are not obtained within 548 days of the execution of this Contract, this Contract shall terminate.

(E) PRE-CLOSING INSTALLMENT PAYMENTS

After execution of this Contract and prior to closing, Buyer agrees to pay to Seller quarterly installment payments on the Purchase Price, each in the amount of \$4,180.00, on or before the following dates: January 5, 2022; April 5, 2022; and July 5, 2022. Such payments shall be in the form of cashier's check payable to and held by Seller, and shall be considered Earnest Money as defined in Section 4.3 of the Contract.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on October 1, 2021 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and Logan County dba Heritage Center, including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the first calendar year ("Initial Term"). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a "Renewal Term"), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as "Term."

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term no later than September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period. Any failure to use good faith efforts to cure the breach will be considered an early termination under section (d) below.
- d) Network may, at Optum's sole discretion and subject to the early termination fee described below, terminate the Agreement early at the end of any calendar month for an early termination fee that is due in full and payable upon the effective termination date, pursuant to the following fee schedule. Should Network fail to remit timely payment in full as of the effective early termination date, Network will be liable for interest at the rate of one and half percent (1.5%) or the maximum permitted by law, whichever is less, for each thirty (30) day period on a prorated basis that Network has not remitted the full balance due and payable to Optum. Further, Network shall be liable for any collection/legal/court fees Optum incurs to collect such fee and interest.

Early Termination Fee. For each month of the Term remaining as of the effective termination date, Network will pay Optum a lump sum early termination fee upon the effective date of termination equal to fifty percent (50%) of the average Network Reimbursement Fees that Optum paid Network during the current Term (e.g. January – May Optum average fees for these five months equaled \$2,000.00, therefore Network would pay Optum to terminate June 1 an amount equal to \$1,000.00 per month (calculated as 50% of the \$2,000.00 monthly average) for the remaining 7 months of the Term or \$7,000.00).

- e) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement, whereby such assignment will be subject to the early termination fee in (d) above of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such

Party's willful or negligent act or omission (which such act or omission will be subject to the early termination fee in section (d) above.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re- directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part

of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and

logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and

effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration MN101-W013
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
Logan County dba Heritage Center
821 N Division Avenue
Sterling, CO 80751

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Internal Control No.: 00607122.0

Logan County dba Heritage Center

821 N Division Avenue
Sterling, CO 80751

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$2.50 per visit to Participating Facility with a maximum monthly payment of \$25.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

- A. **Most Favored Reimbursement.** Network represents and warrants that the Network Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by Network to any other customer for the same or similar services. If during the term of this Agreement Network enters into an agreement or arrangements with any other customer contracting with Network for the benefit of its Members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, Network shall promptly identify such lower per-visit rates and/or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in Network Facility Reimbursement effective as of the date that the Network made such lower rates available to such customer.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.

- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.
- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.

- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this "Agreement") is entered into on October 1, 2021 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and Logan County dba Heritage Center, including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31st of the first calendar year ("Initial Term"). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a "Renewal Term"), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as "Term."

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term no later than September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period. Any failure to use good faith efforts to cure the breach will be considered an early termination under section (d) below.
- d) Network may, at Optum's sole discretion and subject to the early termination fee described below, terminate the Agreement early at the end of any calendar month for an early termination fee that is due in full and payable upon the effective termination date, pursuant to the following fee schedule. Should Network fail to remit timely payment in full as of the effective early termination date, Network will be liable for interest at the rate of one and half percent (1.5%) or the maximum permitted by law, whichever is less, for each thirty (30) day period on a prorated basis that Network has not remitted the full balance due and payable to Optum. Further, Network shall be liable for any collection/legal/court fees Optum incurs to collect such fee and interest.

Early Termination Fee. For each month of the Term remaining as of the effective termination date, Network will pay Optum a lump sum early termination fee upon the effective date of termination equal to fifty percent (50%) of the average Network Reimbursement Fees that Optum paid Network during the current Term (e.g. January – May Optum average fees for these five months equaled \$2,000.00, therefore Network would pay Optum to terminate June 1 an amount equal to \$1,000.00 per month (calculated as 50% of the \$2,000.00 monthly average) for the remaining 7 months of the Term or \$7,000.00).

- e) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement, whereby such assignment will be subject to the early termination fee in (d) above of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such

Party's willful or negligent act or omission (which such act or omission will be subject to the early termination fee in section (d) above.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re- directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part

of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and

logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and

effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration MN101-W013
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
Logan County dba Heritage Center
821 N Division Avenue
Sterling, CO 80751

8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Internal Control No.: 00607122.0

Logan County dba Heritage Center

821 N Division Avenue
Sterling, CO 80751

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$2.50 per visit to Participating Facility with a maximum monthly payment of \$25.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

- A. **Most Favored Reimbursement.** Network represents and warrants that the Network Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by Network to any other customer for the same or similar services. If during the term of this Agreement Network enters into an agreement or arrangements with any other customer contracting with Network for the benefit of its Members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, Network shall promptly identify such lower per-visit rates and/or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in Network Facility Reimbursement effective as of the date that the Network made such lower rates available to such customer.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.

- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.
- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.

- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

County Name: **LOGAN**

Date Received:

Use Assessors' or Commissioners' Date Stamp

PETITIONER: Complete Section I on this side only

Section I:

Date: 1-Sep-21
Petitioner's Name: Chad K Bamford
Petitioner's Mailing Address: 45971 CR 30
Haxtun, CO 80731

Schedule or Parcel Number:

38051722400185

Property Address or Legal

Description of Property:

A PARCEL OF LAND IN SE4 SEC 22
CONT 5.0 AC M/L 22-08-48

Petitioner states that the taxes assessed against the above property for tax year
are incorrect for the following reasons:

DOUBLE ASSESSMENT OF GRAIN BINS

In order to correct this error, it will be necessary to abate/refund the following amounts:

\$11,916.37

Tax Amount

2020 & 2019

Tax Year

Petitioner requests an abatement or refund of the appropriate tax associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Petitioner's Signature

(970) 774-6163

Daytime phone number

By:

Agent's Signature*

()

Daytime phone number

*Letter of agency must be attached when petition is submitted.

Section II: Assessor's Use Only

Tax Year: 2020			Tax Year: 2019		
	<u>Assessed Value</u>	<u>Tax Amount</u>		<u>Assessed Value</u>	<u>Tax Amount</u>
Original	102,170.00	\$6,580.16	Original	102,170.00	\$6,563.36
Corrected	9,570.00	\$614.25	Corrected	9,570.00	\$612.91
Abate/Refund	92,600.00	\$5,965.92	Abate/Refund	92,600.00	\$5,950.45

(FOR ASSESSOR AND COUNTY COMMISSIONERS USE ONLY)

RESOLUTION OF COUNTY COMMISSIONERS

Resolution No. 93-1

Section I: In accordance with 39-1-113(1.5), C.R.S., the County Commissioners of Logan County authorize the Assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

The Assessor and Petitioner mutually agree to an assessed value and tax abatement/refund of:

Tax Year: 2020			Tax Year: 2019		
	Assessed Value	Tax Amount		Assessed Value	Tax Amount
Original	102,170.00	\$6,580.16	Original	102,170.00	\$6,563.36
Corrected	9,570.00	\$614.25	Corrected	9,570.00	\$612.91
Abate/Refund	92,600.00	\$5,965.92	Abate/Refund	92,600.00	\$5,950.45

PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.



Petitioner's Signature



Assessor's or Deputy Assessor's Signature

9-20-21

Date

9-22-21

Date

If **Section I** is not complete and / or if petition is for more than \$10,000, **Section II** must be completed. **Submit an original petition and a copy to the Division of Property Taxation.**

Section II: Assessor's recommendation:

- ☐ Approved or ☐ Approved in part \$ _____.
- ☐ No protest filed in _____. (If a protest was filed, please attach a copy of NOD.)
- ☐ Denied for the following reason(s): _____

Assessor's or Deputy Assessor's Signature

Section III: WHEREAS, the County Commissioners of Logan County, State of Colorado, at a duly and lawfully called regular meeting held on / 10/19/21 , at which meeting there were present the following members, Jane Bauder, Byron Pelton, Joe McBride, with notice of such meeting and an opportunity to present having been given to the taxpayer and the Assessor said County, an abatement/refund be (**approved / denied**) for property tax year^s 2019/2020 . The taxes to be abated or refunded are \$5,950.45/5,965.92 , which presents an assessed value of \$92,600 .

Peggy Michaels (**being present / not present**) and Petitioner Chad K. Bamford , (**being present /not present**), and WHEREAS, The said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board (**agrees / does not agree**) with the recommendation of the Assessor and the petition be (**approved / denied**) and

Chairperson of the Board of County Commissioners Signature

I, Pamela Bacon, County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned County, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Sterling, Colorado, this

19 day of October , 2021

County Clerk's or Deputy County Clerk's Signature

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado _____ (Date)

The action of the Board of County Commissioners, relative to the within petition, is hereby

☐ **Approved;** ☐ **Approved in part** \$ _____ ; **Denied for the following reason(s):** _____

Secretary's Signature

Property Tax Administrator's Signature

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

**** Please print and review BOTH pages and bring to the meeting ****

Date: 10/4/21 Project Title: Iliff Exit Billboard

Responsible Party: (Signature) Chamber of Commerce

Funds Payable to: (Organization) Mile High Outdoor Advertising

Mailing Address: 9250 E. Costilla Ave, Greenwood Village, CO. 80112

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted must be cleared with the board before any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022

Total cost of project: \$7200⁰⁰

Amount requested: 3600⁰⁰

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

County share of Outdoor Billboard at Iliff Exit on I 76 (Westbound)
CAB pays City's share

The following information is vital if a request for funds is to be considered. Please include on a separate sheet with the proposal.

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words "Funds provided by www.ExploreSterling.com".
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach outside of Logan County.
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

See Reverse Side

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"


Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 3600⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/4/21

LCLTB Treasurer's Endorsement:  Date: 10/4/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

MILE HIGH OUTDOOR ADVERTISING



CONTRACT FOR OUTDOOR ADVERTISING

2021-09-22 09:43:57 19150-2

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	4958	CUSTOMER #	
NAME	Logan County Chamber	NAME	
ADDRESS	109 N. Front Street *	ADDRESS	
CITY/STATE/ZIP	Sterling, Co 80751	CITY/STATE/ZIP	
CONTACT	Glenna Aurich	CONTACT	
EMAIL ADDRESS	GlennaAurich@Logancountychamber.com	EMAIL ADDRESS	
PHONE #	970-522-5070	PHONE #	
P.O.#			
ADVERTSR	Logan County Chamber	ADVERTSR	

Qty	Product Description	Market	Illum	Size	Term in Months	Service Dates	Rate per Period	Total Rate
1	03-3111.1, I-76 W/S, 9.50 mi N/O Sterling Exit, N/F, Regular	Sterling	Yes	10' x 30'	12	10/02/2021 - 10/01/2022	600.00	7,200.00
Amount Per Period (Net)								\$600.00
Total Ad Space								\$ 7,200.00
Estimated Production (Contract) TOTAL							\$0.00	
Additional Production May be Ordered Upon Request.								
Grand Total (Net)								\$ 7,200.00

Notes:

Cost includes 3 vinyls and installs.

Agency/Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGE 2 OF 2. This contract must be signed by both Agency or Advertiser and MHO to be effective. This contract is non-cancelable by agency/advertiser. Advertiser receives a first right of refusal to renew inventory contracted for (13) 4-week periods at rate provided by Mile High Outdoor. This first right expires 90 days prior to the contract expiration date.

Advertiser:	Agency:
Signature: _____	Signature: _____
Printed Name: _____ Date: _____	Printed Name: _____ Date: _____

Mile High Outdoor	Name:	Date:
Signature: _____		

FOR INTERNAL USE: (T)



A/E Name / No.

Steve Bogoyas
9250 E. Costilla Ave., Suite #500, Greenwood Village, CO 80112
Ph#: 303.783.4800

Selling Branch Address

Mile High Outdoor
9250 E. COSTILLA AVE.
Greenwood Village, CO 80112
Ph#: 303.783.4800 Fax#: 303.783.4801

MILE HIGH OUTDOOR ADVERTISING

BULLETIN, DIGITAL & POSTER AGREEMENT TERMS AND CONDITIONS

1. "ADVERTISER/AGENCY" hereby contracts with Mile High Outdoor Advertising (MHO) for the installation & maintenance (service) of the outdoor advertising display as described and in the terms and conditions set forth in this contract for a period of time starting and commencing as per the contracted dates.
2. ADVERTISER/AGENCY production (vinyl/paper) is required to be delivered to specified MHO materials address ten (10) working days prior to estimated start date. If production reaches specific address after the contracted start date, MHO shall be entitled to payment for full contracted period, even if partial or no display results. Digital artwork is required to be delivered via email to MHO Account Executive three working days prior to contracted start date.
3. MHO agrees to have bulletin and poster displays specified herein posted on the Posting Dates, subject to five (5) day allowance, or if space is not available, as soon thereafter as space becomes available. If advertising space cannot be obtained for the posting schedule specified in an area, Advertiser/Agency may eliminate or substitute other posting dates. Such elimination or substitution shall not affect the remainder of this Agreement.
4. In the event any of the display locations become lost during the term hereof, or it is impossible to secure any specified location, or should any displays become obstructed, destroyed or defaced, in whole or part, because of any act or thing beyond MHO's control, or should MHO desire to move or change any location, any resulting loss of advertising space shall not be deemed a breach or termination of this Agreement. Lost locations shall be replaced with locations of equal value in accordance with MHO's prices and classifications. Any resulting loss of advertising service shall be restored by extending the term of this Agreement to provide an equivalent amount of advertising service. Anything herein contained to the contrary notwithstanding, MHO shall also have the option to terminate this Agreement upon the Loss of any location resulting from any act or cause beyond MHO's control, including any change in law ordinance, rule or regulation.
5. In the event of default in the payments under this contract, MHO may declare the contract terminated and the unpaid balance of the total contract amount immediately due and payable.
6. Invoices are due and payable upon receipt and all terms are net cash. Invoices not paid within thirty (30) days after the invoice date are delinquent and accrue a delinquency charge of 18% annually thereafter unless otherwise agreed upon. A fee of \$50 is payable to MHO for all returned checks and/or insufficient funds in addition to the original invoiced amount due.
7. In the event that Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against, MHO may, at its option, terminate this Agreement upon five (5) days written notice to Advertiser/Agency. Should MHO institute any legal action or proceeding to recover amounts due hereunder, Advertiser/Agency agrees to pay, in addition to such amount, MHO's cost and disbursements, including reasonable attorney's fees. In the event any legal action is commenced by MHO to enforce payment of amounts owed thereunder Denver, County, CO. shall be the exclusive jurisdiction and legal venue for said action.
8. MHO agrees that all designs for displays will be faithfully reproduced and that the displays will be maintained in good condition. Any repainting designed by Advertiser/Agency in addition to that provided for herein, if applicable, shall be paid in accordance with MHO current quoted prices. No credit shall be given for repainting not utilized.
9. MHO, at its sole discretion, may reject or remove any advertising material, art or copy, submitted by Customer for any reason or no reason at any time during the term of this Contract.
10. Advertiser/Agency, jointly and severally, agree to indemnify and hold harmless MHO from and against any and all loss liability, claims, demands, costs and expenses, including attorney's fees arising out of any copy displayed pursuant to this contract.
11. Illuminated displays shall be illuminated from DUSK to MIDNIGHT. In the event illumination is halted or reduced for any reason whatsoever including but not limited to by reason of any law, ordinances, regulation or malfunction of equipment, it is hereby agreed the MHO's liability to Advertiser/Agency shall be limited to render a credit for the period of non-illumination or reduced illumination at the rate of 15% of the contract price for the period on non-illumination. A credit for reduced illumination will be prorated on the basis of the credit for non-illumination.
12. MHO shall not be responsible for delays or loss of SERVICE by reason of strikes, lockouts, acts of God, governmental actions, or any other act or thing beyond its control.
13. If this Agreement is executed by an Agency, Agency warrants and represents that it is authorized to execute the same on behalf of the Advertiser named on the face hereof and that Advertiser are jointly and severally liable for the payment of all amount due hereunder.
14. If this Agreement is executed by an Agency, Agency agrees to forfeit any commission it may be due from MHO, if the billing for SERVICE is not paid within sixty (60) days from the date of such billing.
15. Advertiser/Agency shall inspect the display within 5 days after installation. Unless with such period, Advertiser/Agency gives written notice to MHO specifying any defect the display shall be conclusively presumed to have inspected and approved for all purposes whatsoever by Advertiser/Agency.
16. The display is and shall at all times remain the sole property of MHO and Advertiser/Agency shall have no right, title or interest therein, except as may be set forth in this Agreement.
17. Advertiser/Agency grants MHO permission to promote MHO's own business through the use of Advertiser's displays. Promotion of MHO's own business to include printed marketing materials, photographs, use on MHO's website and social media platforms.
18. No delay or omission to exercise any right, power or remedy accruing to MHO on any breach or default by Advertiser/Agency, shall impair such right, power or remedy or be construed to be a waiver of any such breach or default or acquiescence therein. A waiver of a single breach of default shall not be deemed a waiver of any other breach of default. No waiver shall be effective unless set forth in writing.
19. This agreement sets forth the entire understanding of the parties and may not be amended or modified, except in writing signed by all parties. If for any reason advertiser/agency cancels contract, rate card rates will apply and advertiser/agency will be responsible for revised rates.
20. This agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors or assigns of the parties hereto.
21. 30 days after the expiration date of the term of this agreement, MHO will not be responsible for any and all materials pertaining to this contract, such as vinyl material supplied by Advertiser and/or Agency or MHO, as well as artwork and/or any other related materials, regardless of their origination.
22. Digital Conditions
 - a. MHO will strive to provide advertisers with 100% of the time they contract. However, due to problems with power interruptions, governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, MHO is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due pursuant to paragraph B below, the average number of guaranteed posts per day will be measured over the duration of the contract, e.g., during a four week contract the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due to the Advertiser. If MHO has provided 92.5% or greater of available spots, no credit will be due.
 - b. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for loss of service.
 - c. Advertiser shall not sublet, resell, transfer, donate or assign any advertising spots without the prior written consent of MHO.
23. THIS CONTRACT IS NON-CANCELABLE BY ADVERTISER/AGENCY.

THE TERMS ON ALL PAGES ARE PART OF THIS CONTRACT

Advertiser authorizes and instructs Mile High Outdoor Advertising (MHO) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay MHO all contract amounts within thirty (30) days after the date of billing. New clients agree to these terms in addition to the MHO New Client Addendum. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to MHO that he/she is _____ (position) of the Advertiser and is authorized to execute this contract on behalf of Advertiser

ADVERTISER INITIALS _____ DATE _____

MHO AE INITIALS _____ DATE _____

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***** Please print and review BOTH pages and bring to the meeting *****

Date: 10/01/21 Project Title: Interstates 80 & 76 Travel Guide

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Community Publishers

Mailing Address: 706 Kennedy #8, Grand Island NE 68803

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022

Total cost of project: \$1,990

Amount requested: \$1,990

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Two page spread – inside back cover. One page free editorial. 60,000 copies / 140+ distribution spots.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **"Funds provided by www.ExploreSterling.com"**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 1990⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/21/21

LCLTB Treasurer's Endorsement  Date: 10/21/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

See Reverse Side

REVISED May 2016

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***** Please print and review BOTH pages and bring to the meeting *****

Date: 10/01/21 Project Title: NADS In-Room Guest Directory

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) North American Directory Services

Mailing Address: 320 E 27th St., Loveland CO 80538

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022

Total cost of project: \$450

Amount requested: \$450

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Full page COLOR ad in motel room Guest Directory – for all Sterling hotels (except HIE and BWS)

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **"Funds provided by www.ExploreSterling.com"**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"


Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.


Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 450.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/4/21

LCLTB Treasurer's Endorsement  Date: 10/4/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

See Reverse Side

REVISED May 2016

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***** Please print and review BOTH pages and bring to the meeting *****

Date: 10/01/21 Project Title: 2022 Marketing Partnership Proposal

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Dave Santucci / Mission2Market

Mailing Address: 853 Lima St, Denver CO 80238

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022

Total cost of project: \$9,000

Amount requested: \$9,000

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Develop a 3-year tourism growth strategy for Logan County and execute the strategy managing the digital and content marketing best practices that have served Logan County Tourism well for the past 18 months.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **"Funds provided by www.ExploreSterling.com"**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"


Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.


Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 9000⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/4/21

LCLTB Treasurer's Endorsement  Date: 10/4/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

See Reverse Side

REVISED May 2016



LOGAN COUNTY TOURISM

2022 MARKETING PARTNERSHIP PROPOSAL

PURPOSE

To grow Logan County tourism above 2019 levels in 2022 and set the county on a short and long-term growth path for tourism expenditures.

APPROACH

Develop a three-year tourism growth strategy for Logan County. Execute the strategy managing the digital and content marketing best practices that have served Logan County Tourism well for the past 18 months.

Marketing Strategy

We will work collaboratively to develop a marketing strategy that builds a brand for Logan County as a tourism destination. We will identify individuals and groups likely to travel along the I-76 corridor for day trips, overnights and touring (road trips). Utilizing Logan's strengths and tourism assets, we will target these visitors with digital marketing tools and content marketing strategies via owned media platforms.

- Content Marketing – Develop content for owned media (websites, email, social)
- Targeted Audiences - Utilize latest technology to target niche audiences
- Digital Marketing – To allow to adjust and optimize for highest performance

Logan County's Tourism Successes

Since beginning work with Mission2Market in April 2020...

4X Web Traffic - Exploresterling.com has seen a 310% increase in traffic

50k-100k - Logan County Social Media Channels regularly reach more than 50k potential visitors each month

28% Better - In 2020, through the peak of the pandemic, Logan county was down 8% in tourism spending versus down 36% for the state

Mission2Market Scope

Develop Three-Year Strategic Marketing Plan – This will involve discussions with Logan County Tourism stakeholder to understand their goals and set priorities for tourism marketing for the next three years.

Content Creation – At the core of our marketing will be creating content for the owned media channels and distributing that content to our targeted audiences. M2M will work with Logan County Tourism to develop an editorial calendar with monthly blogs, emails, and weekly social posts. M2M will create four blogs and a monthly social post to supplement the content created by Logan County Tourism.

Digital Marketing Media Buying – M2M will oversee the placement of all digital media buys including social, SEM, native and CTO Co-Op Opportunities.

M2M SERVICES

\$250/Mo Marketing Strategy

\$200/mo Content Creation

\$300/mo Digital Media Buying

Total: \$750/mo

TOTAL ANNUAL CONTRACT: \$9,000

This Proposal Prepared by:
Dave Santucci
Mission2Market
720 287 9650
dave@mission2market.com



Mission2Market
Innovation Consulting

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***** Please print and review BOTH pages and bring to the meeting *****

Date: 10/01/21 Project Title: 2022 Digital Marketing Proposal

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Various – CTO Co-Op Program, Facebook, Google and Nativo

Mailing Address: _____

By completing this form, the responsible party agrees to **include the words “Funds provided by www.ExploreSterling.com”** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022

Total cost of project: \$18,000

Amount requested: \$18,000

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

\$6,000 – Colorado Tourism Office Summer & Fall Co-Op

\$6,000 – Facebook Social Advertising

\$6,000 - Google and Nativo Digital Advertising

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **“Funds provided by www.ExploreSterling.com”**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 18,000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/4/21

LCLTB Treasurer's Endorsement  Date: 10/4/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

See Reverse Side

REVISED May 2016

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

***** Please print and review BOTH pages and bring to the meeting *****

Date: 10/01/20²¹ Project Title: Herrmann Global 2022 Marketing Campaign

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Florian Herrmann, Herrmann Global

Mailing Address: 259 W. Main St. #201, Lander WY 82520

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2022 campaign

Total cost of project: \$5,250

Amount requested: \$5,250

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Ambassador visit 2 nights/3 days; Photography package (15-20); custom inspirational destination story; retargeting campaign. Intent to capture visitors driving to Rocky Mountain National Park on I-76.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **"Funds provided by www.ExploreSterling.com"**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

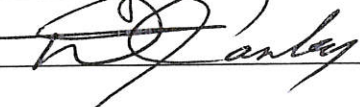
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 5250⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 10/4/21

LCLTB Treasurer's Endorsement  Date: 10/4/21

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

See Reverse Side

REVISED May 2016



HERRMANNGLOBAL



**VISIT USA
PARKS**



Digital Marketing 2021 Proposal

Prepared for
Marilee Johnson
Logan County Tourism Board

Prepared by
Herrmann Global, Inc.
Adam Bridgeford, Account Director
Adam@HerrmannGlobal.com

A Message From The CEO

"2020 has shown us all how much our neighbors rely on the travel and hospitality industry. Herrmann Global has been diligently focusing on helping all our clients respond to this crisis and manage tourism via responsible travel, building trust, and instilling confidence—and it works. If we have learned one thing from this pandemic, it is that tourism will be different for future generations. It is time that we show the world how much we care."

—Florian Herrmann



Your Strategic Partner During a Time of Crisis



What sets Herrmann Global apart is our passionate team that lives in a small town and loves to help lesser-known destinations. With our expertise in tourism and digital marketing, our mission is to employ the latest technology and provide measurable conversion and ROI to our clients. While we consider ourselves industry-leading content creators, we are focused on your destination's opportunities to thrive in tourism from a local, regional, national, and even global perspective.



Adam Bridgeford, Director of Strategic Partnerships

Adam comes to us from Cincinnati, OH by way of Mammoth Lakes, CA. He has 12 years of tourism industry experience, and his unique sales and business development background was brought in to enhance growth strategies and implement programs for future progress. For the previous 12 years he has lived near Yosemite and Yellowstone National Parks because of a spiritual connection to the mountain wilderness.



Casey Adams, Campaign Quality Director

Casey joined our team with the perspective of a writer/editor, a member of a small DMO staff, and a traveler. She supervises all ongoing projects for accuracy and on-time delivery. With her experience in content creation, marketing and PR, and destination marketing, she brings insights to all aspects of our work to best serve our clients and our audiences. She spends her free time training for triathlon and traveling as much as she can.



Danella Myers, VP of Digital Strategy

Growing up in rural North Dakota, Danella developed an appreciation for lesser-known places. After graduating from North Dakota State University with a degree in Hospitality & Tourism Management, Danella spent over six years working for a small DMO before joining our team. Her digital marketing expertise and passion for rural travel is a huge asset for the tourism industry.

Our Approach

1. **Research** to identify and connect with visitor markets with the highest potential of visiting your destination.
2. **Develop** a strategy to reach and inspire potential visitors to see you as a bucket-list destination, and ultimately generate overnight stays.
3. **Create** & publish engaging content highlighting the unique aspects of your destination, with emphasis on responsible travel to your area.
4. **Amplify** this content via posts and retargeting ads on [Visit USA Parks](#) and Facebook/Instagram/Pinterest/Google.
5. **Measure** tourism impact metrics and ROI for you and your community.



How Do We Measure ROI for Our Clients?

With [Herrmann Global Insights](#), we thrive on data and optimization. Our advertising strategy is based on advanced targeting and using content that is likely to drive the most conversions for your destination. In our reporting and analysis, we strive to provide you with clear insights for making strategic decisions in the future.



- **Impressions and engagement:** We know that number of impressions is a key metric in measuring success. Our estimated CPM for campaigns is \$2-\$3. We feel it's just as important to evaluate engagement, as that is an indicator of how well content is resonating with the audience. Engagements and conversations including reactions, comments, shares, and saves show how people are interacting with the content. Our campaigns consistently exceed the travel industry average engagement rate, usually having an engagement rate of 20% or higher.
- **Leads:** Driving traffic to stories, itineraries, and other content related to your destination is also a priority for campaign success. The estimated cost per click (CPC) for our campaigns is \$0.05-\$0.30, which is significantly lower than the travel industry average CPC of \$0.63.
- **Conversions:** A path to conversion may include bookable products from local stakeholders, outfitters, and tour operators.

Budget

Here you'll find detailed pricing based on our recommendations for success. All media tactics are flexible, and we will work with your team to adjust and determine budget per category/campaign.



VISIT USA
PARKS

		Price
Branded Story & Paid Digital Campaign 100% Domestic		
Strategy	Destination Assessment and Review Analyze market positioning and plan for content.	\$250.00
Travel	Visit USA Parks ambassador visit. Travel expenses. Recruit/Manage/Report - In destination for 2 nights, 3 days	\$2,000.00 ✓
Create	Photography package - 15-20 high resolution photos/video clips Rights released to client in perpetuity.	\$1,000.00 ✓
Create	1 custom inspirational destination story Optimized to connect with domestic road trip audience.	\$750.00 ✓
Creative	3 custom social media posts Optimized to connect with road trippers	\$500.00
Creative	Retargeting ad campaign Optimized to connect with a road trip audience, and generate leads for client website.	\$1,500.00 ✓
Management	Initial ad development and creative ad testing To generate leads for client website	\$2,000.00
Newsletter Creation and Leads Management		
Amplify	Facebook/Instagram Ad Budget Target Markets: US Drive Markets	\$1,000.00
Reporting	Reporting Reach, impressions, engagement rate,	\$0.00
Total		\$9,000.00

Timeline

Summer	Fall	Winter	Spring
Campaign Planning Destination Visit Content Development	Campaign Execution	Final Report Delivered	FY23 Planning

Agreement

By signing this **custom marketing** proposal, Logan County Tourism Board agrees to all our Terms And Conditions as well as provisions herein, or any agreed upon changes with Herrmann Global. Work will commence within the agreed-upon timeline.

Logan County Tourism Board
102 N. Riverview Road, Sterling, CO 80751
johnsonm@logancountyco.gov
970-522-8962

Marilee Johnson

RESOLUTION

NO. 2021-38

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF LOGAN, STATE OF COLORADO**

SUBDIVISION EXEMPTION FOR BRAD HOFMEISTER

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Brad Hofmeister has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the (S1/2SW1/4) of Section 32, Township 9 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at a found 3" aluminum cap stamped "17662" at the true point for the SW corner of Section 32 and the centerline of County Road 38, thence along the southerly line of Section 32 and the centerline of County Road 38 North 89°13'49" East, a distance of 1128.04 feet to the Point of Beginning;
thence North 01°41'10" West, a distance of 398.27 feet;
thence North 58°16'20" East, a distance of 270.82 feet;
thence North 88°18'50" East, a distance of 205.37 feet;
thence South 02°14'51" East, a distance of 541.00 feet;
thence along the southerly line of Section 32 and the centerline of County Road 38 South 89°13'49" West, a distance of 445.17 feet to the Point of Beginning.

(As represented on official Subdivision Exemption Plat 2021-38); and

WHEREAS, Brad Hofmeister intends to create a parcel, consisting of 5.09 acres, more or less, subdivided from a 648 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 19, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 19, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Brad Hofmeister, for a Subdivision Exemption for the creation of a 5.09 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-38, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 19th day of October 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL
(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date Sept 16, 2021

1. Name of Subdivision Exemption Hofmeister Plat
2. Name of Applicant Brad Hofmeister Phone (970) 768-5668
Address 20696 County Rd P Fort Morgan, CO, 80701
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent Same as above. Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Brad Lee & Cynthia Mac Hofmeister Phone (970) 768-5668
Address 20696 County Rd P Fort Morgan, CO, 80701
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Roger & Marie Owens Phone (970) 391-1392
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Randy Miller Phone (970) 218-4974
Address PO Box 395 Walden CO 80480
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Dave Colver Phone (970) 854-2264
Address 131 W. Emerson St. Holyoke, CO 80734
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the _____ side of _____
_____ Feet _____ of _____
(Direction) (Street)
9. Postal Delivery Area Fleming School District RE-3
10. Total Acreage 5.09 Zone A1 Number of Lots 1
11. Tax Map Designation: Section/Township/Range Sec. 32-T9N-R48N Lot(s) 38049132000064/8356000
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name No
13. Is Deed recorded in Torrens System: Number No
14. Is Deed recorded in General System: Book 1036 Page 894
15. Current Land Use: Agricultural
16. Proposed Use of Each Parcel: Home Site

Hofmeister
SE2021-14
32-9-48

17. Proposed Water and Sewer Facilities: Well Permit 72557
18. Proposed Public Access to each new parcel: County Road 38
19. Reason for request of this exemption (may use additional pages): Home Site

List all contiguous holdings in the same ownership:

Section/Township/Range Section 32-T9N-R48W Lot(s) The remainder of Section

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. **IN THE EVENT OF CORPORATE OWNERSHIP:** A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.


(Applicant Signature)

Mailing Address:

20696 County Rd P

Fort Morgan, CO 80701

MY COMMISSION EXPIRES:

Hofmeister
SE2021-14
32-9-48

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee.

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Hofmeister
SE2021-14
32-9-48

RESOLUTION

NO. 2021-39

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF LOGAN, STATE OF COLORADO**

**SUBDIVISION EXEMPTION FOR
ESTATE OF RICHARD O. WALKER AND SYDNEY ANN WALKER**

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Richard O. Walker and Sydney Ann Walker applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the West half of the Southwest Quarter (W1/2SW1/4) of Section 18, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northwest corner of said SW1/4 of Section 18; thence South 1°29'00" East along the West line of said SW1/4 a distance of 409.88 feet to the true point of beginning; thence North 87°49'50" East a distance of 834.03 feet; thence South 21°07'15" West a distance of 92.81 feet; thence South 55°46'40" West a distance of 375.80 feet; thence South 44°34'00" West a distance of 669.78 feet to a point on the West line of said SW1/4; thence North 1°29'00" West along the West line of said SW1/4 a distance of 743.78 feet to the point of beginning and containing 7.07 acres, more or less, subject to a county right-of-way along the West line of said SW1/4.

(As represented on official Subdivision Exemption Plat 2021-39); and

WHEREAS, Richard O. and Sydney Ann Walker applied for the exemption to create a parcel, consisting of 7.07 acres, more or less, subdivided from a 148 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, Richard O. Walker passed away during the pendency of the application, and Sydney Ann Walker has been appointed as his Personal Representative and now proceeds with the application as his representative and individually as to her interest in the parcel; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 19, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 19, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.
3. That legal and physical access is provided to the parcel by enforceable public rights-of-

way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application submitted by Richard O. and Sydney Ann Walker, for a Subdivision Exemption for the creation of a 7.07 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-39, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 19th day of October 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 7-16-21

1. Name of Subdivision Exemption _____
2. Name of Applicant Richard & Sydney Walker Phone (970) 520-2322
Address 9550 C.R. 37 P.O. Box 1483 Sterling, CO. 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Richard & Sydney Walker Phone (970) 520-2322
Address 9550 C.R. 37 Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Matthew Wheeler Phone (970) 520-7598
Address 18342 C.R. 22 Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Robert McAttee Phone (970) 522-1960
Address 615 So 10th Ave Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the _____ side of _____
_____ Feet _____ of _____
(Direction) (Street)
9. Postal Delivery Area Sterling School District RE-1
10. Total Acreage 7.07 Zone _____ Number of Lots _____
11. Tax Map Designation: Section/Township/Range SW 1/4 Sec 18, Sect 18 T 7N R 52W Lot(s) _____
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property? NO
If so, list Case No. and Name _____
13. Is Deed recorded in Torrens System: Number _____
14. Is Deed recorded in General System: Book _____ Page _____
15. Current Land Use: _____
16. Proposed Use of Each Parcel : _____

Richard & Sydney Walker

SE2021-10

18-7-52

Subdivision Exemptions of 7.07 Acres

17. Proposed Water and Sewer Facilities: Already established
18. Proposed Public Access to each new parcel: _____

19. Reason for request of this exemption (may use additional pages): _____

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Richard O. Walker Sydney Ann Walker
(Applicant Signature)

Mailing Address:

P.O. Box 1483

Sterling, CO. 80757

MY COMMISSION EXPIRES:

Richard & Sydney Walker
SE2021-10
18-7-52
Subdivision Exemptions of 7.07 Acres

FOR COUNTY USE:

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR
Twenty-three Dollar (\$23.00) two pages – Separate check for Recording fee

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption Approval: _____

Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Richard & Sydney Walker

SE2021-10

18-7-52

Subdivision Exemptions of 7.07 Acres

RESOLUTION

NO. 2021-40

BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO SUBDIVISION EXEMPTION FOR MIKE HARMS

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Mike Harms has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land known as parcel 1 containing 333,000 sq. ft. (7.57 Acres), more or less, in the West Half of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of Section 4, Township 10 North, Range 50 West, of the 6th Principal Meridian, thence along the West line of said Section 4, North 01°27'46" West, a distance of 2300.50 feet, thence North 88°32'14" East, a distance of 30.00 feet, to a point of the East right of way line for Logan County Road 65 and to the point of beginning.

Thence along the East right of way line of Logan County Road 65, North 01°27'46" West, a distance of 660.00 feet;

Thence departing said East right of way line, North 88°32'14" East, a distance of 500.00 feet;

Thence on a line parallel to the West line of said Section 4, South 01°27'46" East, a distance of 660.00 feet;

Thence South 88°32'14" West, a distance of 500.00 feet, to a point on said East right of way line of Logan County Road 65, and more or less to the point of beginning.

(As represented on official Subdivision Exemption Plat 2021-40); and

WHEREAS, Mike Harms intends to create a parcel, consisting of 7.57 acres, more or less, subdivided from a 1287 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Chairman of the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on October 19, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on October 19, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Mike Harms, for a Subdivision Exemption for the creation of a 7.57 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-40, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 19th day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(Aye)(Nay)
Jane E. Bauder, Vice Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 19th day of October 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 9-7-2021

1. Name of Subdivision Exemption _____
2. Name of Applicant MIKE HARMS Phone 308-379-5237
 Address 29508 ROAD 65 ILIFF CO 80736
 (Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent NONE Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record BONNIE J. HARMS Phone NA
 Address 29508 ROAD 65 ILIFF CO 80736
 (Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer NA Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor WILDCAT SURVEYING Phone 308-279-2072
 Address 307 Church Street HARRISBURG NE 69345
 (Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney NONE Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the EAST side of COUNTY RD 65
2357 Feet South of COUNTY ROAD 62
 (Direction) (Street)
9. Postal Delivery Area ILIFF School District _____
10. Total Acreage _____ Zone AG Number of Lots 1
11. Tax Map Designation: Section/Township/Range West HALF Section 4, T10N, R50W Lot(s) 1
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
 If so, list Case No. and Name _____
13. Is Deed recorded in Torrens System: Number NO
14. Is Deed recorded in General System: Book 1000 Page 424
15. Current Land Use: AG
16. Proposed Use of Each Parcel : AG /residential

17. Proposed Water and Sewer Facilities: Existing WELL & Septic

18. Proposed Public Access to each new parcel: ADJOINING CANTY ROAD 65 EXISTING DRIVEWAY

19. Reason for request of this exemption (may use additional pages): _____

estate planning

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Michael Harris
(Applicant Signature)

Mailing Address:

29510 CR 65

Iliff, CO 80736

MY COMMISSION EXPIRES:

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee.

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Xcel Energy the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 34500 Peetz, CO 80747

T: 11N R:52W S: 12 _____; and

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (Circle One): along bore under, or trench across County Road 47, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Electrical Distribution, described above, in the right of way of County Road 47, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 11/26/2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

☒ Applicant hereby releases the County from any liability for damages caused by said Electrical Distribution _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☒ Other Provisions: N/A

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Xcel Energy _____ Printed name Brian Dillon
Signature _____

Owner #2

_____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Brian Dillon _____

Printed name Brian Dillon

Signature _____

Address: 502 S. 8th Ave
Sterling, CO 80751

Application Fee Paid _____

Date _____

Signed at Sterling, Colorado the day and year first above written.

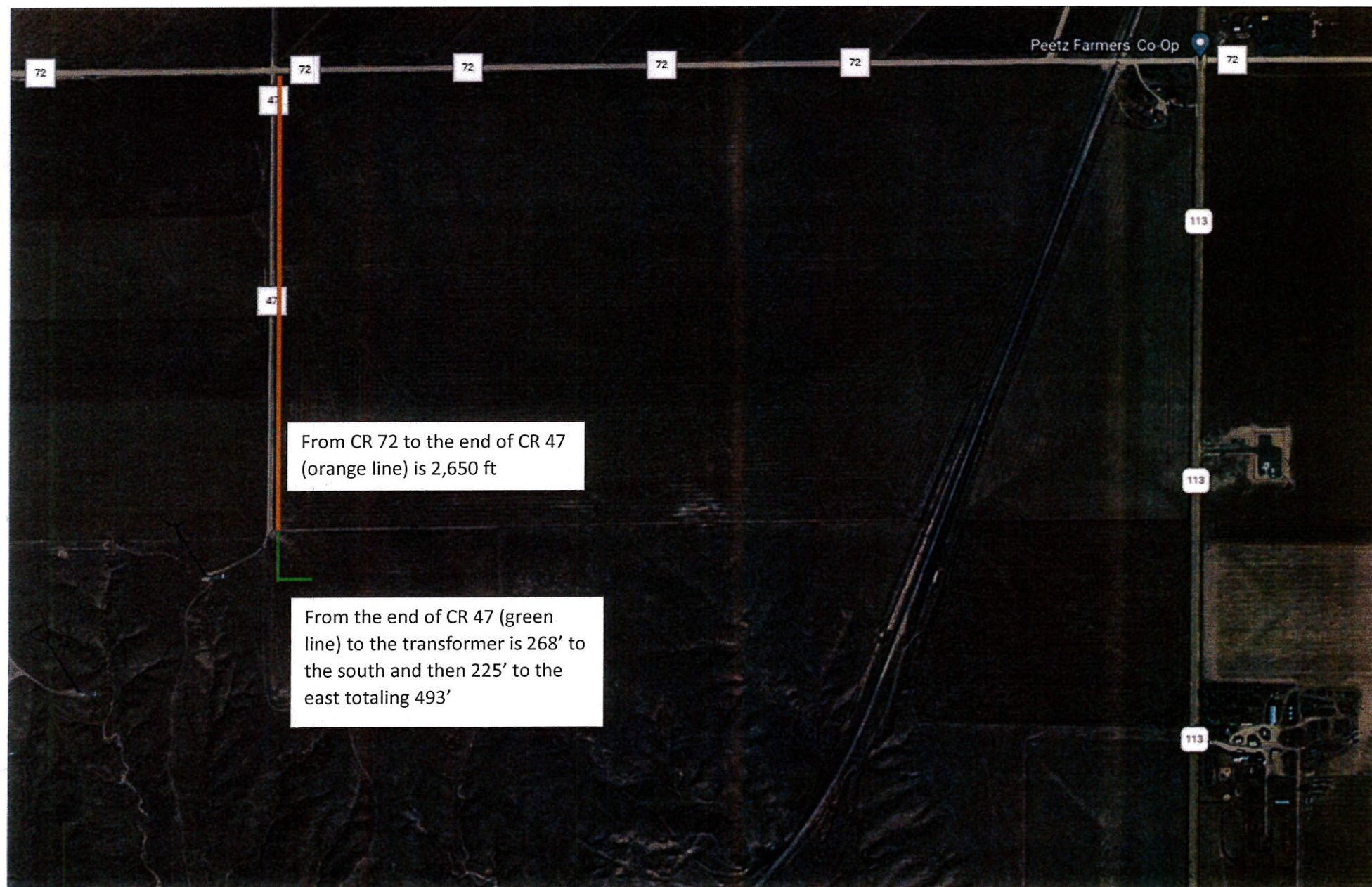
**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

34500 CR 47 Peetz, CO Electrical Distribution



PEET-1320H

COUNTY ROAD 72

CR 72

CR 47

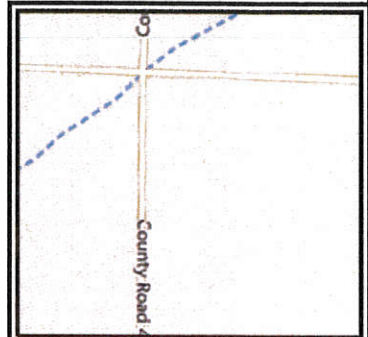
REMOVE:

- 1 - 35' CL 5 POLE
- 1 - 30' CL 5 POLE
- 1 - SPAN GUY
- 1 - DOWN GUY & ANCHOR

INSTALL:

- 1 - 35' CL 5 POLE
- 17 - 40' CL 3 POLE
- 8218' #2 ACSR
- 4 - DOWN GUY & ANCHOR
- 1 - SPAN GUY

INSTALL ON THE EASTERN
EDGE OF ROAD ROW



REBECCA LEACH
970-397-2457

Work Order Information

Service Request # :
Design Number : 000001011651
Designer/Planner ID : lmbt05
Designer/Planner Name : Lambert, Tyson
Designer/Planner Ph # : 970-521-1835
Manager Approval :

Joint Utility

E: G:
T: C:

Design Location

Division : HIGH PLAINS REGION
County : Logan
City : PEETZ
Address : CR 47
T: 11N R: 52W S: 12
Map # : 2652596 03 Permit COUNTY

Electric

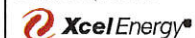
Feeder: 1320 Voltage: 120/240
Phase: BkupDevID:

Gas

System : Pressure:
Size : Material :
Dead End:

Work Order #:

Date: 04/09/2021
Sketch: 1 of 2
Scale: 1" equals 200'

 Xcel Energy



CONSTRUCTION USE ONLY

- ☐ NO CHANGES (BUILT AS DESIGNED)
- ☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE OF THIS PRINT OR OTHER PARTIES' USE OF THE PRINT. ACCORDING TO THE RECIPIENT'S OWN PURPOSES IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

THIS DOCUMENT IS XCEL ENERGY CONFIDENTIALS AND PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED IN WHOLE, OR IN PART, NOR MAY ANY OF THE INFORMATION CONTAINED HEREIN BE DISCLOSED WITHOUT THE CONSENT OF XCEL ENERGY. CONFIDENTIALS AND PROPRIETARY INFORMATION © 2019 XCEL ENERGY INC. | XCEL ENERGY IS REGISTERED TRADEMARK OF XCEL ENERGY INC.

CR 47

REMOVE:

- 1 - 35' CL 5 POLE
- 1 - 30' CL 5 POLE
- 1 - SPAN GUY
- 1 - DOWN GUY & ANCHOR

INSTALL:

- 1 - 35' CL 5 POLE
- 17 - 40' CL 3 POLE
- 8218' #2 ACSR
- 4 - DOWN GUY & ANCHOR
- 1 - SPAN GUY

AT THE END OF THE CR SWITCH TO EASTERN SIDE
OF THE FENCE LINE INTO EASEMENT

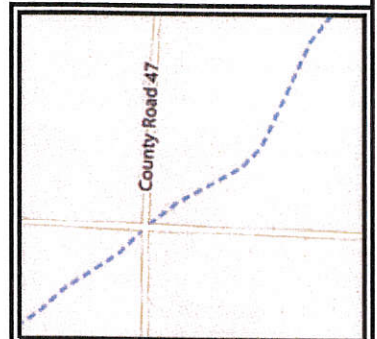
SPAN DISTANCE = 268'

SPAN DISTANCE = 225'

25C
171
865

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE OF ANY OTHER PARTIES' USE OF THE PRINT. ACCORDING TO THE RECIPIENT'S INTENDED PURPOSES IN USING THE PRINT, NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

THIS DOCUMENT IS XCEL ENERGY CONFIDENTIALS AND PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED IN WHOLE, OR IN PART, NOR MAY ANY OF THE INFORMATION CONTAINED HEREIN BE DISCLOSED WITHOUT THE CONSENT OF XCEL ENERGY. CONFIDENTIALS AND PROPRIETARY INFORMATION © 2019 XCEL ENERGY INC. | XCEL ENERGY IS REGISTERED TRADEMARK OF XCEL ENERGY INC.



REBECCA LEACH
970-397-2457

Work Order Information

Service Request # :
Design Number : 000001011651
Designer/Planner ID : lmbt05
Designer/Planner Name : Lambert, Tyson
Designer/Planner Ph # : 970-521-1835
Manager Approval :

Joint Utility

E: G:
T: C:

Design Location

Division : HIGH PLAINS REGION
County : Logan
City : PEETZ
Address : CR 47
T: 11N R: 52W S: 12
Map # : 2652594 03 Permit: LOGAN COUNTY

Electric

Feeder: 1312 Voltage: 120/240
Phase: BB BkupDevID:

Gas

System : Pressure:
Size : Material :
Dead End:

Work Order #:

Date: 04/09/2021
Sketch: 1 OF 1
Scale: 1" equals 200'

Xcel Energy

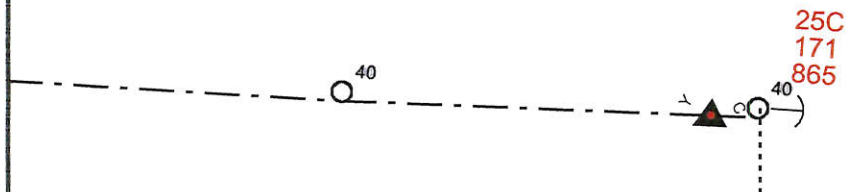


CONSTRUCTION USE ONLY

- ☐ NO CHANGES (BUILT AS DESIGNED)
- ☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____

↑
CR 47 ~ 1/2 MILE



INSTALL 50' - #2 AL TPLX
METER ON NORTH WALL OF GARAGE

REBECCA LEACH
970-397-2457

Work Order Information

Service Request # :
Design Number :
Designer/Planner ID: LMBT05
Designer/Planner Name: LAMBERT, TYSON
Designer/Planner Ph # : 970-521-1835
Manager Approval : _____

Joint Utility

E: G:
T: C:

Design Location

Division: HIGH PLAINS REGION
County: Logan
City: PEETZ
Address: 34500 CR 47
T: 11N R: 52W S: 12
Map #: 2652592 03 Permit

Electric

Feeder: PEET1320/voltage: 120/240
Phase: BkupDevID:

Gas

System: Pressure:
Size: Material:
Dead End:

Work Order #:

Date: 08/19/2021
Sketch: 1 OF 1
Scale: 1" equals 100'

Xcel Energy

CONSTRUCTION USE ONLY
☐ NO CHANGES (BUILT AS DESIGNED)
☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO _____
FOREMAN _____ DATE _____
TEAM LEADER _____

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Xcel Energy the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 36354 CR 49 Peetz, CO 80747

T: 12N R: 51W S: 31 _____; and

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (**Circle One**): along, bore under, or trench across County Road 49, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Electrical Distribution, described above, in the right of way of County Road 49, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 12/10/2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

☒ Applicant hereby releases the County from any liability for damages caused by said Electrical Distribution _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☒ Other Provisions: N/A

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Xcel Energy _____ Printed name Brian Dillon
Signature _____

Owner #2

_____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Brian Dillon _____

Printed name _____


Signature _____

Address: 502 S. 8th Ave
Sterling, CO 80751

Application Fee Paid _____

Date _____

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Map 36354 CR 49 Peetz, CO



PEETZ CEMETARY

CR 76 ~ 6/10 MILE

CR 49

15K
619/911

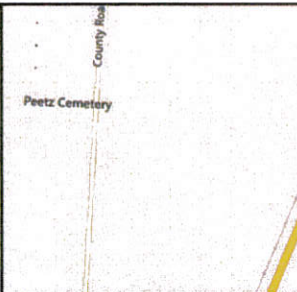
CR 74 ~ 4/10 MILE

INSTALL:

1 - 40' CL 3 POLE
1 - CUTOUT
1 - 15A K-LINK FUSE
1 - 2" U-GUARD
1 - 50 KVA (120/240V) PADMOUNT XFMR
1192' - #2 XLPE
1082' - TRENCH
60' - 2" D-BORE
60' - 2" PE CONDUIT

50B
614
830

TERMINATE CUSTOMER
OWNED CONDUCTOR



ANDREW REIN
308-225-3440

Work Order Information

Service Request # :
Design Number : 000001044279
Designer/Planner ID : lmb105
Designer/Planner Name : Lambert, Tyson
Designer/Planner Ph # : 970-521-1835
Manager Approval :

Joint Utility

E: G:
T: C:

Design Location

Division : HIGH PLAINS REGION
County : Logan
City : PEETZ
Address : 36369 HWY 113
T: 12N R: 51W S: 31
Map # : 2658604 03 Permit : COUNTY

Electric

Feeder: PEET1320 Voltage: 120/240
Phase: B Bkup Dev ID:

Gas

System : Pressure :
Size : Material :
Dead End :

Work Order # :

Date: 09/08/2021

Sketch: 1 OF 1

Scale: 1" equals 100'



CONSTRUCTION USE ONLY

☐ NO CHANGES (BUILT AS DESIGNED)
☐ CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO
FOREMAN _____ DATE _____
TEAM LEADER _____

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIMS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

THIS DOCUMENT IS XCEL ENERGY CONFIDENTIALS AND PROPRIETARY INFORMATION AND MAY NOT BE REPRODUCED IN WHOLE, OR IN PART, NOR MAY ANY OF THE INFORMATION CONTAINED HEREIN BE DISCLOSED WITHOUT THE CONSENT OF XCEL ENERGY. CONFIDENTIALS AND PROPRIETARY INFORMATION © 2019 XCEL ENERGY INC. | XCEL ENERGY IS REGISTERED TRADEMARK OF XCEL ENERGY INC