JOHN DEERE Customer Purchase Order for John Deere Construction and Forestry Products - USA

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PURCHASER NAME AND ADDRESS			
NAME (First, Middle, Last) *(First Signer)* Elbert County			
(SECOND LINE OF OWNER NAME) Board of County Commissioners			
STREET or RR 218 Cheyenne			
CITY Kiowa	STATE CO	ZIP CODE 80117	COUNTY Elbert
PHONE NUMBER 303-621-3157	EMAIL ADDRESS		
NAME (First, Middle, Last) *(Second Signer)*			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

SELLER NAME AND ADDRESS	
Honnen Equipment Co. 5055 E. 72nd Avenue Commerce City, CO 80022 (303) 286-4815 Fax (303) 287-0086	Dealer Account No.: 170469 Date of Order: Aug-7-2015
Dealer Order No.:	TYPE OF SALE: ☐ CASH ☒ LEASE ☐ TIME SALE
PURCHASER TYPE: 4	MARKET USE CODE: RB 48
Add customer to Mailing List (Check One or More) ☐ Construction ☐ Utility ☐ Forestry ☐ Government	
PURCHASER IS: ☐ Business ☐ Individual	Purchaser Acct.: 10334
☐ SOCIAL SECURITY NO.:	☐ IRS TAX ID NO ☐ EIN Sales Tax Exempt #

EXTENDED WARRANTY IS:	LOCATION OF FIRST WORKING USE:			STATE	COUNTY CODE
☒ Accepted ☐ Rejected _____ (Initials)	County	Elbert	City	Kiowa	CO	Elbert

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Price
1	✓				John Deere 772GP Motor Grader With 6wd, new 2015 model, equipped with Rylind RW12RL snow wing, Balderson style front lift group, rear view camera, 5-years of JDLINK access, left & right side strobe lights (blue & amber), remote jump start access, 24" left side moldboard extension, Michelin Sno-Plus radial tires. As specified and bid on December 8, 2014. F.O.B. Simla, Colorado Delivery: On or before October 31, 2015 Terms: John Deere Financial; 5-year / 7,500-hour municipal lease with quarterly payments in advance. 20-quarterly payments of $5,850.00 each. 5-year / 7,500-hour guaranteed buy-back $250,000.00 No mileage charge for updates / recalls. No warranty deductible charge during the entire 5-year full machine warranty.	0	52612	1DW772GPLFF672377	$280,841.00
									1. TOTAL CASH PRICE	$280,841.00

QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT
1	2010 John Deere 772GP with Rylind snow wing	3800	1DW772GPCA0632185	$172,000.00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

WARRANTY: 5-Year / 7,500-Hour Full Machine Secure Extended Warranty

2. TOTAL TRADE-IN ALLOWANCE		$172,000.00
3. BALANCE (1-2)		$108,841.00
4. RENTAL APPLIED		$0.00
5. SUBTOTAL (3-4)		$108,841.00
6. SALES TAX	RATE 0.00%	$0.00
7. ADDITIONAL FEES		$0.00
8. CASH WITH ORDER		$0.00
9. BALANCE DUE (5+6+7-8)		$108,841.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Vehicle Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or StructurALL warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version_____ (Initials)_X_____ and understands its terms and conditions.

Purchaser (First Signer)_____ **Signature** X_____ **Date**_____

Purchaser (Second Signer)_____ **Signature** X_____ **Date**_____

Dealer Representative _____ **Signature**_____ **Date**_____

Salesperson _____ **Signature**_____ **Date**_____

DELIVERY ACKNOWLEDGMENT ▶	Delivered with Operator's Manual On:	Customer Signature: X

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.
EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.
STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.
FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F, below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

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HONNEN EQUIPMENT

JOHN DEERE HITACHI Manitowoc GROVE NATIONAL CRANE WIRTGEN GROUP

Repurchase / Buyback Agreement

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Date: October 28, 2015

Agency: Elbert County

Model: 772GP W/Rylind Snow Wing Serial #: 1DW772GPLFF672377

Under this agreement, Honnen Equipment will repurchase the John Deere 772GP from Elbert County at the end of five years on October 28, 2020. The repurchase price will be in the sum of $250,000.00 less any or all repairs needed and wear items as outlined below.

(1) Total hours on the machine at the end of the term outlined above will not exceed 7,500 hours. If the hours exceed 7,500, Elbert County will reimburse Honnen Equipment at the rate of $55.00 per hour for all hours in excess of 7,500.

(2) Elbert County agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine. Elbert County agrees to provide a record of the maintenance history, including oil samples, upon request at any time during this period.

(3) Honnen Equipment reserves the right to inspect the machine and the service records at any time with reasonable notice to Elbert County.

(4) Ground engaging tools, all tires, etc. to be 50% or better, at the conclusion of above specified term.

(5) All glass to be free of all defects including, but not limited to, cracked windows, worn hoses, etc. All lights are to be operational and exterior of the machine including, but not limited to, the cab, shall be free of dents and the paint to have reasonable appearance.

(6) All major warranty work will be done at Honnen Equipment, Commerce City, Colorado location, unless otherwise noted and agreed upon as warranty claims arise. It will be the responsibility of Elbert County to inform Honnen Equipment as soon as possible when warranty work is needed. In the event that a service call is required, there will be a charge for travel time and mileage, unless other arrangements can be made for the transport of the equipment to Honnen Equipment, Commerce City, Colorado location by Elbert County.

(7) Fire or rollover damage to the 772GP voids the obligation of Honnen Equipment to repurchase the machine.

(8) Upon expiration of the warranty period, Elbert County will be responsible for all repairs that otherwise would have been covered by warranty. Such work will be done by Honnen Equipment Service Department using genuine John Deere parts with parts and service labor charged to the account of Elbert County.

Acceptance of above referenced terms and conditions is acknowledged by signature below:

Honnen Equipment

Signed: _____

Title: _____

Date: _____

Elbert County Board of County Commssioners

Signed: _____

Title: _____

Date: _____

HONNEN EQUIPMENT

JOHN DEERE Manitowoc GROVE NATIONAL CRANE WIRTGEN GROUP

ADDENDUM TO REPURCHASE / BUYBACK AGREEMENT

Date: October 28, 2015

Agency: Elbert County

Model: 772GP W/Rylind Snow Wing Serial #: 1DW772GPLFF672377

The following changes the terms of the attached repurchase / buyback agreement and apply to item (4). This clause is changed to read as follows:

(4) Ground engaging tools, all tires, etc. to be in usable condition at the end of the above specified term.

Acceptance of above referenced addendum is acknowledged by signature below:

Honnen Equipment	**Elbert County Board of County Commissioners**
Signed:_____	Signed:_____
Title:_____	Title:_____
Date:_____	Date:_____

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JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0057346-027
Master Lease Agreement No.	0057346

Lessee: (Name & Address)	ELBERT COUNTY 218 CHEYENNE ST, , KIOWA, CO 80117
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2015	JD	772G	772G MOTOR GRADER	1DW772GPLFF672377	5	$280,841.00

Equipment Location	218 CHEYENNE ST, KIOWA, CO, 80117	OUTSIDE city limits: ☐	ELBERT COUNTY

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
10/28/2015	10/28/2020	20	$5,837.93	$0.00	$5,837.93

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Billing Period
28	10/28/2015	☐ Monthly ☑ Quarterly ☐ Semi-Annual ☐ Annual

PAYMENT DUE AT SIGNING

Advance Lease** Payment	$5,837.93

**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for $1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

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Lease Schedule

Lease Schedule No.	**030-0057346-027**
Master Lease Agreement No.	**0057346**

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	LESSOR
ELBERT COUNTY **218 CHEYENNE ST** **KIOWA, CO 80117**	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ **ROBERT ROWLAND,** **CHAIRMAN, BOCC**	By: _____
Date:	Date:

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JOHN DEERE FINANCIAL

Amortization Schedule

Lease Schedule No.	030-0057346-027
Master Lease-Purchase Agreement No.	0057346

Lessee: (Name & Address)	ELBERT COUNTY 218 CHEYENNE ST, KIOWA, CO 80117
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
Nominal Annual Rate:	3.00%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
LEASE	10/28/2015				108,841.00
1	10/28/2015	5,837.93	0.00	5,837.93	103,003.07
2	11/28/2015	0.00	257.06	257.06-	103,260.13
3	12/28/2015	0.00	257.70	257.70-	103,517.83
4	01/28/2016	5,837.93	258.34	5,579.59	97,938.24
5	02/28/2016	0.00	244.42	244.42-	98,182.66
6	03/28/2016	0.00	245.03	245.03-	98,427.69
7	04/28/2016	5,837.93	245.64	5,592.29	92,835.40
8	05/28/2016	0.00	231.68	231.68-	93,067.08
9	06/28/2016	0.00	232.26	232.26-	93,299.34
10	07/28/2016	5,837.93	232.84	5,605.09	87,694.25
11	08/28/2016	0.00	218.85	218.85-	87,913.10
12	09/28/2016	0.00	219.40	219.40-	88,132.50
13	10/28/2016	5,837.93	219.95	5,617.98	82,514.52
14	11/28/2016	0.00	205.92	205.92-	82,720.44
15	12/28/2016	0.00	206.44	206.44-	82,926.88
16	01/28/2017	5,837.93	206.95	5,630.98	77,295.90
17	02/28/2017	0.00	212.24	212.24-	77,508.14
18	03/28/2017	0.00	193.43	193.43-	77,701.57
19	04/28/2017	5,837.93	180.99	5,656.94	72,044.63
20	05/28/2017	0.00	179.80	179.80-	72,224.43
21	06/28/2017	0.00	180.24	180.24-	72,404.67
22	07/28/2017	5,837.93	180.69	5,657.24	66,747.43
23	08/28/2017	0.00	166.58	166.58-	66,914.01
24	09/28/2017	0.00	166.99	166.99-	67,081.00
25	10/28/2017	5,837.93	167.41	5,670.52	61,410.48
26	11/28/2017	0.00	153.26	153.26-	61,563.74
27	12/28/2017	0.00	153.64	153.64-	61,717.38
28	01/28/2018	5,837.93	154.02	5,683.91	56,033.47
29	02/28/2018	0.00	153.86	153.86-	56,187.33
30	03/28/2018	0.00	140.22	140.22-	56,327.55
31	04/28/2018	5,837.93	131.20	5,706.73	50,620.82
32	05/28/2018	0.00	126.33	126.33-	50,747.15
33	06/28/2018	0.00	126.65	126.65-	50,873.80
34	07/28/2018	5,837.93	126.96	5,710.97	45,162.83
35	08/28/2018	0.00	112.71	112.71-	45,275.54
36	09/28/2018	0.00	112.99	112.99-	45,388.53
37	10/28/2018	5,837.93	113.27	5,724.66	39,663.87

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38	11/28/2018	0.00	98.99	98.99-	39,762.86
39	12/28/2018	0.00	99.23	99.23-	39,862.09
40	01/28/2019	5,837.93	99.48	5,738.45	34,123.64
41	02/28/2019	0.00	93.70	93.70-	34,217.34
42	03/28/2019	0.00	85.39	85.39-	34,302.73
43	04/28/2019	5,837.93	79.90	5,758.03	28,544.70
44	05/28/2019	0.00	71.24	71.24-	28,615.94
45	06/28/2019	0.00	71.41	71.41-	28,687.35
46	07/28/2019	5,837.93	71.59	5,766.34	22,921.01
47	08/28/2019	0.00	57.20	57.20-	22,978.21
48	09/28/2019	0.00	57.34	57.34-	23,035.55
49	10/28/2019	5,837.93	57.49	5,780.44	17,255.11
50	11/28/2019	0.00	43.06	43.06-	17,298.17
51	12/28/2019	0.00	43.17	43.17-	17,341.34
52	01/28/2020	5,837.93	43.28	5,794.65	11,546.69
53	02/28/2020	0.00	28.82	28.82-	11,575.51
54	03/28/2020	0.00	28.89	28.89-	11,604.40
55	04/28/2020	5,837.93	28.96	5,808.97	5,795.43
56	05/28/2020	0.00	14.46	14.46-	5,809.89
57	06/28/2020	0.00	14.50	14.50-	5,824.39
58	07/28/2020	5,837.93	14.54	5,823.39	1.00
59	08/28/2020	0.00	0.00	0.00	1.00
60	09/28/2020	0.00	0.00	0.00	1.00
61	10/28/2020	1.00	0.00	1.00	0.00
Grand Totals		116,759.60	7,918.60	108,841.00	

LESSEE
ELBERT COUNTY
218 CHEYENNE ST,
KIOWA, CO 80117

By: _____
ROBERT ROWLAND, CHAIRMAN, BOCC

Date:

LESSOR
DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date:

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(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0057346 dated 06/01/2005 (the "Master Lease") and Lease Schedule No. 030-0057346-027 dated 10/28/2015 (the "Lease Schedule"), and entered into between ELBERT COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____

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JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0057346-027**
Master Lease Agreement No.	**0057346**

Lessee: (Name & Address)	**ELBERT COUNTY** 218 CHEYENNE ST, , KIOWA, CO 80117
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
ELBERT COUNTY
218 CHEYENNE ST
KIOWA, CO 80117

By: _____
ROBERT ROWLAND, CHAIRMAN, BOCC

Date: _____ _____

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

DRAFT

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	10/28/2015
Total Due:	$5,837.93

Billing Address:	Updated Billing Information:
ELBERT COUNTY PO BOX 116 KIOWA, CO 80117-0116	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number: 0057346

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
127945	JD	772G	1DW772GPLFF672377	10/28/2015	$5,837.93	$0.00	$0.00	$5,837.93

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

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John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans
Fax 800-826-9527
Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

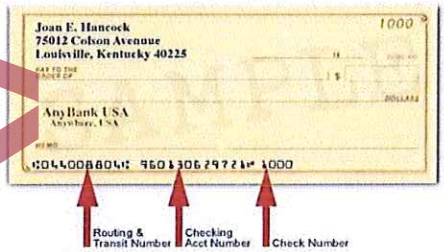
Lease
Fax to 800-254-0020
Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check

JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.
If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: ☐ Checking ☐ Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due _____/____/_____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date

Bank Account Owner Phone Number _____

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Federal/State Agency and Indian Tribe Claim for Exemption of State and Local Sales/Use Tax

Purchaser

Name: Elbert County

Address: 218 Cheyenne St Kiowa, CO 80117

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: Municipality

Description of Item Being Purchased:

JD	772G	772G MOTOR GRADER	1DW772GPLFF672377

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

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JOHN DEERE Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS			
NAME (First, Middle, Last) *(First Signer)* Elbert County			
(SECOND LINE OF OWNER NAME) Board of County Commissioners			
STREET or RR 218 Cheyenne			
CITY Kiowa	STATE CO	ZIP CODE 80117	COUNTY Elbert
PHONE NUMBER 303-621-3157	EMAIL ADDRESS		
NAME (First, Middle, Last) *(Second Signer)*			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

SELLER NAME AND ADDRESS

Honnen Equipment Co.
5055 E. 72nd Avenue
Commerce City, CO 80022
(303) 286-4815
Fax (303) 287-0086

Dealer Account No.: 170469

Date of Order: Aug-7-2015

Dealer Order No.:

TYPE OF SALE: ☐ CASH ☒ LEASE ☐ TIME SALE

PURCHASER TYPE: 4

MARKET USE CODE: RB 48

Add customer to Mailing List (Check One or More)
☐ Construction ☐ Utility ☐ Forestry ☐ Government

PURCHASER IS: ☐ Business ☐ Individual

Purchaser Acct.: 10334

☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN

NO.: Sales Tax Exempt #

EXTENDED WARRANTY IS: ☒ Accepted ☐ Rejected _____ (Initials)

LOCATION OF FIRST WORKING USE: County Elbert City Kiowa STATE CO COUNTY CODE Elbert

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Price
1	✓				John Deere 772GP Motor Grader With 6wd, new 2015 model, equipped with Rylind snow wing, Balderson style front lift group, rear view camera, 5-years of JDLINK access, left & right side strobe lights (blue & amber), remote jump start access, 24" left side moldboard extension, Michelin Sno-Plus radial tires. As specified and bid on December 8, 2014. F.O.B. Simla, Colorado Delivery: On or before October 31, 2015 Terms: John Deere Financial; 5-year / 7,500-hour municipal lease with quarterly payments in advance. 20-quarterly payments of $5,950.00 each. 5-year / 7,500-hour guaranteed buy-back $250,00.00 No mileage charge for updates / recalls. No warranty deductible charge during the entire 5-year full machine warranty.	0	52613	1DW772GPHFF672381	$280,841.00
								1. TOTAL CASH PRICE	$280,841.00

QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT
1	2010 John Deere 772GP with Rylind snow wing	4500	1DW772GPPA0632187	$170,000.00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

WARRANTY: 5-Year / 7,500-Hour Full Machine Secure Extended Warranty

2. TOTAL TRADE-IN ALLOWANCE		$170,000.00
3. BALANCE (1-2)		$110,841.00
4. RENTAL APPLIED		$0.00
5. SUBTOTAL (3-4)		$110,841.00
6. SALES TAX	RATE 0.00%	$0.00
7. ADDITIONAL FEES		$0.00
8. CASH WITH ORDER		$0.00
9. BALANCE DUE (5+6+7-8)		$110,841.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Vehicle Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or StructurALL warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version_____ (Initials)_X_____ and understands its terms and conditions.

Purchaser (First Signer)_____ **Signature** X_____ **Date**_____

Purchaser (Second Signer)_____ **Signature** X_____ **Date**_____

Dealer Representative _____ **Signature**_____ **Date**_____

Salesperson _____ **Signature**_____ **Date**_____

DELIVERY ACKNOWLEDGMENT ▶	Delivered with Operator's Manual On:	Customer Signature: X

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STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.
EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.
STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.
FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F, below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

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HONNEN EQUIPMENT

JOHN DEERE HITACHI Manitowoc GROVE NATIONAL CRANE WIRTGEN GROUP

Repurchase / Buyback Agreement

DRAFT

Date: October 28, 2015

Agency: Elbert County

Model: 772GP W/Rylind Snow Wing Serial #: 1DW772GPHFF672381

Under this agreement, Honnen Equipment will repurchase the John Deere 772GP from Elbert County at the end of five years on October 28, 2020. The repurchase price will be in the sum of $250,000.00 less any or all repairs needed and wear items as outlined below.

(1) Total hours on the machine at the end of the term outlined above will not exceed 7,500 hours. If the hours exceed 7,500, Elbert County will reimburse Honnen Equipment at the rate of $55.00 per hour for all hours in excess of 7,500.

(2) Elbert County agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine. Elbert County agrees to provide a record of the maintenance history, including oil samples, upon request at any time during this period.

(3) Honnen Equipment reserves the right to inspect the machine and the service records at any time with reasonable notice to Elbert County.

(4) Ground engaging tools, all tires, etc. to be 50% or better, at the conclusion of above specified term.

(5) All glass to be free of all defects including, but not limited to, cracked windows, worn hoses, etc. All lights are to be operational and exterior of the machine including, but not limited to, the cab, shall be free of dents and the paint to have reasonable appearance.

(6) All major warranty work will be done at Honnen Equipment, Commerce City, Colorado location, unless otherwise noted and agreed upon as warranty claims arise. It will be the responsibility of Elbert County to inform Honnen Equipment as soon as possible when warranty work is needed. In the event that a service call is required, there will be a charge for travel time and mileage, unless other arrangements can be made for the transport of the equipment to Honnen Equipment, Commerce City, Colorado location by Elbert County.

(7) Fire or rollover damage to the 772GP voids the obligation of Honnen Equipment to repurchase the machine.

(8) Upon expiration of the warranty period, Elbert County will be responsible for all repairs that otherwise would have been covered by warranty. Such work will be done by Honnen Equipment Service Department using genuine John Deere parts with parts and service labor charged to the account of Elbert County.

Acceptance of above referenced terms and conditions is acknowledged by signature below:

Honnen Equipment

Signed: _____

Title: _____

Date: _____

Elbert County Board of County Commssioners

Signed: _____

Title: _____

Date: _____

HONNEN EQUIPMENT

JOHN DEERE Manitowoc GROVE NATIONAL CRANE WIRTGEN GROUP

DRAFT

ADDENDUM TO REPURCHASE / BUYBACK AGREEMENT

Date: October 28, 2015

Agency: Elbert County

Model: 772GP W/Rylind Snow Wing Serial #: 1DW772GPHFF672381

The following changes the terms of the attached repurchase / buyback agreement and apply to item (4). This clause is changed to read as follows:

(4) Ground engaging tools, all tires, etc. to be in usable condition at the end of the above specified term.

Acceptance of above referenced addendum is acknowledged by signature below:

Honnen Equipment	**Elbert County Board of County Commissioners**
Signed:_____	Signed:_____
Title:_____	Title:_____
Date:_____	Date:_____

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0057346-026
Master Lease Agreement No.	0057346

Lessee: (Name & Address)	ELBERT COUNTY 218 CHEYENNE ST, , KIOWA, CO 80117
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price
2015	JD	772GP	772GP MOTOR GRADER	1DW772GPHFF672381	4	$280,841.00

Equipment Location	218 CHEYENNE ST, KIOWA, CO, 80117	OUTSIDE city limits: ☐	ELBERT COUNTY

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
10/28/2015	10/28/2020	20	$5,945.21	$0.00	$5,945.21

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Billing Period
28	10/28/2015	☐ Monthly ☑ Quarterly ☐ Semi-Annual ☐ Annual

PAYMENT DUE AT SIGNING

Advance Lease** Payment	$5,945.21

**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for $1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

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Lease Schedule

Lease Schedule No.	**030-0057346-026**
Master Lease Agreement No.	**0057346**

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	LESSOR
ELBERT COUNTY **218 CHEYENNE ST** **KIOWA, CO 80117**	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ **ROBERT ROWLAND,** **CHAIRMAN, BOCC**	By: _____
Date:	Date:

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JOHN DEERE FINANCIAL

Amortization Schedule

Lease Schedule No.	030-0057346-026
Master Lease-Purchase Agreement No.	0057346

Lessee: (Name & Address)	ELBERT COUNTY 218 CHEYENNE ST, KIOWA, CO 80117
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
Nominal Annual Rate:	3.00%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Principal Balance:
Lease	10/28/2015				110,841.00
1	10/28/2015	5,945.21	0.00	5,945.21	104,895.79
2	11/28/2015	0.00	261.78	261.78-	105,157.57
3	12/28/2015	0.00	262.44	262.44-	105,420.01
4	01/28/2016	5,945.21	263.09	5,682.12	99,737.89
5	02/28/2016	0.00	248.91	248.91-	99,986.80
6	03/28/2016	0.00	249.53	249.53-	100,236.33
7	04/28/2016	5,945.21	250.15	5,695.06	94,541.27
8	05/28/2016	0.00	235.94	235.94-	94,777.21
9	06/28/2016	0.00	236.53	236.53-	95,013.74
10	07/28/2016	5,945.21	237.12	5,708.09	89,305.65
11	08/28/2016	0.00	222.88	222.88-	89,528.53
12	09/28/2016	0.00	223.43	223.43-	89,751.96
13	10/28/2016	5,945.21	223.99	5,721.22	84,030.74
14	11/28/2016	0.00	209.71	209.71-	84,240.45
15	12/28/2016	0.00	210.23	210.23-	84,450.68
16	01/28/2017	5,945.21	210.76	5,734.45	78,716.23
17	02/28/2017	0.00	216.14	216.14-	78,932.37
18	03/28/2017	0.00	196.99	196.99-	79,129.36
19	04/28/2017	5,945.21	184.31	5,760.90	73,368.46
20	05/28/2017	0.00	183.10	183.10-	73,551.56
21	06/28/2017	0.00	183.56	183.56-	73,735.12
22	07/28/2017	5,945.21	184.02	5,761.19	67,973.93
23	08/28/2017	0.00	169.64	169.64-	68,143.57
24	09/28/2017	0.00	170.06	170.06-	68,313.63
25	10/28/2017	5,945.21	170.49	5,774.72	62,538.91
26	11/28/2017	0.00	156.08	156.08-	62,694.99
27	12/28/2017	0.00	156.46	156.46-	62,851.45
28	01/28/2018	5,945.21	156.86	5,788.35	57,063.10
29	02/28/2018	0.00	156.69	156.69-	57,219.79
30	03/28/2018	0.00	142.80	142.80-	57,362.59
31	04/28/2018	5,945.21	133.61	5,811.60	51,550.99
32	05/28/2018	0.00	128.65	128.65-	51,679.64
33	06/28/2018	0.00	128.97	128.97-	51,808.61
34	07/28/2018	5,945.21	129.30	5,815.91	45,992.70
35	08/28/2018	0.00	114.78	114.78-	46,107.48
36	09/28/2018	0.00	115.07	115.07-	46,222.55
37	10/28/2018	5,945.21	115.36	5,829.85	40,392.70

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38	11/28/2018	0.00	100.81	100.81-	40,493.51
39	12/28/2018	0.00	101.06	101.06-	40,594.57
40	01/28/2019	5,945.21	101.31	5,843.90	34,750.67
41	02/28/2019	0.00	95.42	95.42-	34,846.09
42	03/28/2019	0.00	86.96	86.96-	34,933.05
43	04/28/2019	5,945.21	81.37	5,863.84	29,069.21
44	05/28/2019	0.00	72.55	72.55-	29,141.76
45	06/28/2019	0.00	72.73	72.73-	29,214.49
46	07/28/2019	5,945.21	72.91	5,872.30	23,342.19
47	08/28/2019	0.00	58.25	58.25-	23,400.44
48	09/28/2019	0.00	58.40	58.40-	23,458.84
49	10/28/2019	5,945.21	58.55	5,886.66	17,572.18
50	11/28/2019	0.00	43.85	43.85-	17,616.03
51	12/28/2019	0.00	43.96	43.96-	17,659.99
52	01/28/2020	5,945.21	44.07	5,901.14	11,758.85
53	02/28/2020	0.00	29.35	29.35-	11,788.20
54	03/28/2020	0.00	29.42	29.42-	11,817.62
55	04/28/2020	5,945.21	29.49	5,915.72	5,901.90
56	05/28/2020	0.00	14.73	14.73-	5,916.63
57	06/28/2020	0.00	14.77	14.77-	5,931.40
58	07/28/2020	5,945.21	14.80	5,930.41	0.99
59	08/28/2020	0.00	0.00	0.00	0.99
60	09/28/2020	0.00	0.00	0.00	0.99
61	10/28/2020	1.00	0.01	0.99	0.00
Grand Totals		118,905.20	8,064.20	110,841.00	

LESSEE
ELBERT COUNTY
218 CHEYENNE ST,
KIOWA, CO 80117

By: _____
ROBERT ROWLAND, CHAIRMAN, BOCC

Date:

LESSOR
DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date:

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(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. 0057346 dated 06/01/2005 (the "Master Lease") and Lease Schedule No. 030-0057346-026 dated 10/28/2015 (the "Lease Schedule"), and entered into between ELBERT COUNTY ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____

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JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0057346-026**
Master Lease Agreement No.	**0057346**

Lessee: (Name & Address)	**ELBERT COUNTY** 218 CHEYENNE ST, , KIOWA, CO 80117
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Principal Balance (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
ELBERT COUNTY
218 CHEYENNE ST
KIOWA, CO 80117

By: _____
ROBERT ROWLAND, CHAIRMAN, BOCC

Date: _____ _____

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

DRAFT

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	10/28/2015
Total Due:	$5,945.21

Billing Address:	Updated Billing Information:
ELBERT COUNTY PO BOX 116 KIOWA, CO 80117-0116	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number: 0057346

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
127937	JD	772GP	1DW772GPHFF6 72381	10/28/2015	$5,945.21	$0.00	$0.00	$5,945.21

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

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John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans
Fax 800-826-9527
Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

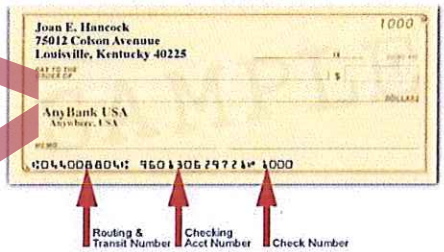
Lease
Fax to 800-254-0020
Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

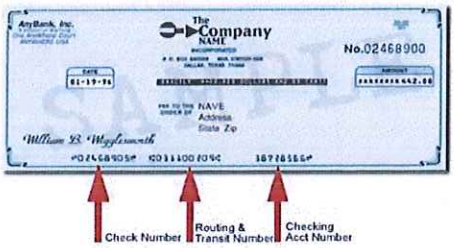
How to Enroll
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



Sample Business Check



JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.
If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name _____

John Deere Financial Account Number _____

Bank City & State _____

Name on John Deere Financial Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

9 digit Bank Routing and Transit # _____

Type of Account: ☐ Checking ☐ Savings

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due _____/____/_____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date

Bank Account Owner Phone Number _____

DRAFT

Federal/State Agency and Indian Tribe Claim for Exemption of State and Local Sales/Use Tax

Purchaser

Name: Elbert County

Address: 218 Cheyenne St Kiowa, CO 80117

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: Municipality

Description of Item Being Purchased:

JD	772GP	772GP MOTOR GRADER	1DW772GPHFF672381

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

DRAFT