

Contract to Buy and Sell Real Estate
Exhibit B

1. Seller may terminate this Agreement if the separate Agreement for the sale of this Property by G. Russell Garrity and E. Clay Garrity to the Town of Oak Creek terminates for any reason. A simultaneous closing is contemplated. Closing shall occur on or before December 31, 2019, upon 10 business days' notice from Seller.
2. The following is added to Section 10.6.4: If a Phase I Environmental I Site Assessment recommends a Phase II Environmental Assessment, the parties shall negotiate in good faith whether the further Assessment will be completed and who will cover the cost.
3. The following is added to Section 16.1: As both parties to this agreement are tax-exempt governmental entities, no separate proration of taxes is contemplated as long as taxes are prorated and paid pursuant to the separate Agreement for the sale of this Property by G. Russell Garrity and E. Clay Garrity to the Town of Oak Creek. Routt County shall have no liability whatsoever for any taxes.
4. Notwithstanding anything elsewhere in this Agreement, the only Due Diligence Documents to be delivered by Seller are 1) a 1993 NWCC soils report; and 2) any and all due diligence documents delivered to Seller by G. Russell Garrity and/or E. Clay Garrity pursuant to their separate Agreement for the sale of this Property. The 1993 NWCC soils report was previously delivered to Buyer, receipt of which is acknowledged.
5. The parties hereby warrant and represent that no brokers, agents, finder's fee or commissions are due or arising in connection with entering into this Agreement. Each party shall indemnify and save the other party wholly harmless against any loss, cost or other expenses, including reasonable attorneys' fees that may be incurred by such other party by reason of any breach of the foregoing warranty.

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