



BOARD OF SUPERVISORS

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Thad Nearmyer

Doug Cupples

Brandon Talsma

March 24, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5748470?fl=so&fe=fs>

-Anyone that has an item on the agenda must appear in person for the Board to consider it.-

AMENDED AGENDA

Pledge of Allegiance

Item 1 Globe Life/Liberty National Presentation – Sheran Fernando

Item 2 Public Hearing – Amendment of Current Budget FY2025-2026

a) Resolution for the Current Budget FY2025-2026 Amendment

Item 3 Appropriation Resolution for 2025-2026 Budget Amendment

Item 4 Sheriff – Brad Shutts

- a) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Lambs Grove, Iowa, Concerning Law Enforcement Services
- b) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Lynnville, Iowa, Concerning Law Enforcement Services
- c) 28E Agreement between Jasper County, Iowa, the Office of Jasper County Sheriff and the Incorporated City of Valeria, Iowa, Concerning Law Enforcement Services
- d) Jasper County Sheriff's Office 28E Agreement Updated with the City of Kellogg, Iowa, for ALS Services
- e) Resolution for the 2026 ALS Fees

Item 5 Engineer – Mike Frietsch

- a) Approve Purchase Agreement with Van Wall for Two (2) 333 P Level 4 Compact Track Loaders with Trade-in of Two (2) Existing 333 G Track Loaders for a Total Amount of \$127,330
- b) Approve Resolution Vacating the Right-of-Way Easement Formerly Used by S 126th Ave E & Associated South Skunk Bridge

Item 6 Approval of Liquor License for Loyal Order of Moose Lodge #923

Item 7 Approval of Claims paid through March 24, 2026

Item 8 Approval of Board of Supervisors Minutes from March 17, 2026

Item 9 Board Appointments

PUBLIC INPUT & COMMENTS

After Regular Meeting Work Session

- Budget Hearing Work Session
- T-38 Paving & RR Grade Separation Next Step
- Safety Boot & Hi-Vis Clothing Policy
- Maintenance Work Trucks Discussion

Resolution: _____

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
Board of Supervisors of JASPER COUNTY
Fiscal Year July 1, 2025 - June 30, 2026

The Board of Supervisors of JASPER COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 3/24/2026 09:30 AM

Contact: Teresa Arrowood

Phone: (641) 792-7016

Meeting Location: Jasper County Courthouse, Board of Supervisors Room, 203

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	17,444,228	0	17,444,228
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	520,000	0	520,000
Net Current Property Tax	4	16,924,228	0	16,924,228
Delinquent Property Tax Revenue	5	400	0	400
Penalties, Interest & Costs on Taxes	6	30,000	0	30,000
Other County Taxes/TIF Tax Revenues	7	1,536,737	630,621	2,167,358
Intergovernmental	8	12,483,077	1,444,496	13,927,573
Licenses & Permits	9	168,400	9,250	177,650
Charges for Service	10	1,348,267	653,603	2,001,870
Use of Money & Property	11	1,040,979	26,564	1,067,543
Miscellaneous	12	603,934	2,853,500	3,457,434
Subtotal Revenue	13	34,136,022	5,618,034	39,754,056
Other Financing Sources:				
General Long-Term Debt Proceeds	14	7,030,652	1,755,222	8,785,874
Operating Transfers In	15	5,279,485	547,332	5,826,817
Proceeds of Fixed Asset Sales	16	0	107,000	107,000
Total Revenues & Other Sources	17	46,446,159	8,027,588	54,473,747
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	10,786,745	219,580	11,006,325
Physical Health and Social Services	19	2,552,229	-8,899	2,543,330
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	1,991,006	376,487	2,367,493
Roads & Transportation	22	10,596,127	0	10,596,127
Government Services to Residents	23	1,916,711	-19,880	1,896,831
Administration	24	5,393,830	569,095	5,962,925
Nonprogram Current	25	40,500	0	40,500
Debt Service	26	2,241,430	326,718	2,568,148
Capital Projects	27	10,678,505	3,174,541	13,853,046
Subtotal Expenditures	28	46,197,083	4,637,642	50,834,725
Other Financing Uses:				
Operating Transfers Out	29	5,279,485	547,332	5,826,817
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	51,476,568	5,184,974	56,661,542
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,030,409	2,842,614	-2,187,795
Beginning Fund Balance - July 1, 2025	33	28,689,147	0	28,689,147
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	15,927,534	0	15,927,534
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	7,731,204	2,842,614	10,573,818
Total Ending Fund Balance - June 30, 2026	40	23,658,738	2,842,614	26,501,352

Explanation of Changes: Revenues & expenditures for Capital projects & debt service, increase in expenses for software/licensing fees, liability insurance.

RESOLUTION NO _____

APPROPRIATION RESOLUTION

WHEREAS, it is desired to make appropriations for each of the different officers and departments for the fiscal year 2025-26 in accordance with Section 331.434, subsection 6, of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JASPER COUNTY, IOWA

Section 1. Amounts authorized for the fiscal 2025-26 budget adopted April 22, 2025, are hereby appropriated to the departments or offices as itemized in the attached schedule, pursuant to the Code of Iowa, Section 331.434, subsection 6.

Section 2. Subject to the provisions of other county procedures and regulations, and applicable state law, the appropriations authorized under Section 1 shall constitute authorization for the department or officer listed to make expenditures or incur obligations from the itemized fund, effective July 1, 2025.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2025-26 budget year the Auditor shall ascertain that the available resources of a fund for that year will be less than said fund's total appropriations, the Auditor shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor shall establish separate accounts for the appropriations authorized in Section 1, each of which account shall indicate the amount of the appropriation, the amounts charged thereto, and unencumbered balance. The Auditor shall report the status of such accounts to the applicable departments and officers monthly during the 2025-26 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2026.

ATTACHMENT

01-Board of Supervisors	\$ 1,087,735
02-Auditor	\$ -
03-Treasurer	\$ 12,840
04-Attorney	\$ -
05-Sheriff	\$ 128,440
07-Recorder	\$ (45,000)
14-Attorney's Forfeiture	\$ -
15-Sheriff's Forfeiture	\$ -
20-Engineer	\$ -
21-Veterans Affairs	\$ 5,600
22-Conservation	\$ 3,535,347
23-Board of Health	\$ (20,000)
25-Dept of Human Servic	\$ -
26-Animal Control	\$ (1,000)
31-District Court	\$ -
33-County Library	\$ -
38-Senior Nutrition	\$ 2,454
50-Human resources	\$ -
51-Maintenance	\$ (43,741)
52-Information Systems	\$ (9,500)
53-Comm Dev/Zoning	\$ (16,180)
54-Economic Developme	\$ -
55-Geographic Info Syste	\$ -
59-Community Services	\$ 647
73-JC Empowerment	
78-Flexible Spending	
99-Nondepartmental	\$ -

Grand Total \$ 4,637,642

Resolution adopted this _____ day of _____, 2026.

Thad Nearmyer, Chairman

Attest: _____
Jenna Jennings, Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF LAMBS GROVE, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Lambs Grove may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Lambs Grove desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Lambs Grove, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Lambs Grove holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Lambs Grove shall be covered by the City of Lambs Grove as a reimbursement to the Jasper County Sheriff's Office.

The City of Lambs Grove will pay the Jasper County Sheriff's Office \$3,180 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Lambs Grove, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Pat Edwards, Mayor of Lambs Grove, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF LYNNVILLE, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Lynnville may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Lynnville desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Lynnville, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Lynnville holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Lynnville shall be covered by the City of Lynnville as a reimbursement to the Jasper County Sheriff's Office.

The City of Lynnville will pay the Jasper County Sheriff's Office \$3,180 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Lynnville, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Mark Newburg, Mayor of Lynnville, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor



28E Agreement for Law Enforcement

This agreement made and entered into by and between JASPER COUNTY, IOWA, the OFFICE OF JASPER COUNTY SHERIFF and the INCORPORATED CITY OF VALERIA, IOWA.

Whereas, Iowa Code Section 28E.12 provides that the City of Valeria may contract for law enforcement services from the Jasper County Sheriff.

Whereas, the City of Valeria desires to contract with the Jasper County Sheriff's Office to provide law enforcement services.

Whereas, it is necessary and desirable that a 28E Agreement be executed for the duration of said law enforcement services.

Now it is agreed by and between each and all the undersigned parties to the following:

The Jasper County Sheriff's Office will provide law enforcement services 24 hours a day in such a manner as to afford the maximum possible law enforcement to all the citizens of the county to whom the Sheriff owes a statutory or contractual obligation for such services. The time, place, and manner in which these services are implemented shall be in the sole discretion of the Jasper County Sheriff. The services will include, but not limited to, routine patrol, enforcement of state laws, investigation and follow up of crimes warranting additional investigation in the opinion of the Jasper County Sheriff's Office. The City of Valeria, and its City Attorney, shall be responsible for all civil municipal Code of Ordinances violations, including but not limited to municipal infractions, zoning violations, nuisance violations and dangerous building offenses. All traffic and vehicle violations and public offenses filed by the Jasper County Sheriff's Office shall be prosecuted by the County Attorney. The Sheriff or patrol person shall always retain discretion to determine whether it is appropriate to file charges of any type.

If the City of Valeria holds a special event during the term of this agreement, the cost of additional law enforcement necessary to provide law enforcement coverage during the special event as determined by the Jasper County Sheriff and approved by the City of Valeria shall be covered by the City of Valeria as a reimbursement to the Jasper County Sheriff's Office.

The City of Valeria will pay the Jasper County Sheriff's Office \$1,590 for the fiscal year end 2027 and billed to the city annually by the Jasper County Sheriff's Office. Subsequent years after July 1st, 2027, the contract terms increase by 3% until the contract terms are requested for change.

This agreement shall commence on July 1, 2026, and shall continue until June 30, 2027. It shall be deemed automatically renewed upon the same terms and conditions unless either party has served the other with written notice of the termination or request for change within 180 days preceding the fiscal year.

In accordance with chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Jasper County Recorder. Signatures will involve the Mayor of Valeria, the Jasper County Sheriff, the Jasper County Auditor, and the chairperson of the Jasper County Board of Supervisors.

Dated this _____ day of _____, 2026.

Brad M. Shutts, Sheriff of Jasper County

Zachary Lee, Mayor of Valeria, Iowa

Thad Nearmyer, Chairman
Jasper County Board of Supervisors

Jenna Jennings, Jasper County Auditor

CHAPTER 28E AGREEMENT BETWEEN GOVERNMENT ENTITIES IN JASPER COUNTY, IOWA AND JASPER COUNTY FOR THE JASPER COUNTY SHERIFF'S OFFICE PROVIDING ADVANCED LIFE SUPPORT SERVICES IN JASPER COUNTY

This Agreement is made and entered into as of this 9th day of (3) March, 2026, by and between the Iowa City of Kellogg (the "service providers" or "service provider") and Jasper County.

WHEREAS, the parties recognize the lack of Advanced Life Support (ALS) services throughout Jasper County and surrounding rural areas; and,

WHEREAS, the parties acknowledge that the Jasper County Sheriff's Office has implemented an Emergency Medical Services Program that includes ALS services and it is in the best interest of the undersigned government entities to enter into this Agreement to provide stability in access to ALS services to members of Jasper County and surrounding rural areas; and

WHEREAS, the parties further acknowledge that it is in the best interest of the undersigned service providers to provide assistance and support for the operation of such ALS services when the Jasper County Sheriff's Office ALS provider takes over primary care of a patient.

THEREFORE, in accord with Chapter 28E and other relevant sections of the Code of Iowa, the service providers enter into the following agreement regarding ALS services within Jasper County.

SECTION 1 – PURPOSE

Under this Agreement, the Jasper County Sheriff's Office will provide Advanced Life Support services to the undersigned primary service providers on an as needed basis to increase ALS access to individuals throughout Jasper County and the surrounding areas.

SECTION 2 – DEFINITIONS

2.1 "Advanced Life Support" – Life support techniques that are performed by paramedic apart from such services that are performed by an Emergency Medical Technician (EMT), as authorized by the Iowa Emergency Medical Care Provider Scope of Practice.

"Basic Life Support" – Life support techniques that are authorized to be performed by an Emergency Medical Technician (EMT) under the Iowa Emergency Medical Care Provider Scope of Practice.

"Patient Care Reports" – Documentation authored by responding emergency medical providers regarding care provided.

"Primary Care" – A level of care determined by the highest level of provider who administered care.

"Service Providers" – The Emergency Medical Service provider from a governmental entity.

SECTION 3 – OBLIGATIONS OF PARTIES

- 3.1 Obligations of Jasper County to Each Participating Service Provider: Jasper County shall be at all times obligated to the other parties to this Agreement to provide ALS services when available and when required or requested by a participating service provider.

The Jasper County Sheriff's office shall allow any participating service provider access Patient Care Reports on calls that the Jasper County Sheriff's Office was involved in assisting a participating service provider.

The Jasper County Sheriff's Office agrees to cross-roster all ALS providers and service director with the participating service provider. Jasper County ALS providers will complete patient care reports under service provider when appropriate based on staffing by service provider.

- 3.2 Obligations of Participating Service Provider to Jasper County: When ALS tier services are provided by Jasper County in response to a request from a participating provider or in lieu of a participating provider, the participating provider shall make a reimbursement payment to the Jasper County Sheriff's Office \$150.00. The timing of this payment is thirty (30) days following the participating service provider receiving payment from the treated patient.

All participating service providers shall allow the Jasper County Sheriff's office access Patient Care Reports and Patient Billing Records on calls that the Jasper County Sheriff's Office was involved in responding too.

Service provider will allow administrator access to patient care reports to Jasper County Sheriff's Office service director for purpose of quality control of Jasper County employees.

- 3.3 Cross-Rostered Billing: On medical calls where service provider supplies ambulance and non-EMS driver only, Jasper County ALS providers will act as members of the service provider and will complete patient care report under service provider. Billing will be completed by service provider. Service provider will reimburse the Jasper County Sheriff's Office 50% of payment received. Payment will be made within 30 days of receipt by service provider.

SECTION 4 – LACK OF INSURANCE OR INABILITY TO PAY

Jasper County agrees to provide ALS services to anyone under this agreement regardless of insurance or ability to pay. Likewise, a participating service provider shall not be responsible for payment as outlined in Section 3 to Jasper County when the individual does not have the ability to pay. It is only upon receipt of payment that the participating service provider is required to pay the \$150 ALS tier service reimbursement or cross-rostered 50% ALS reimbursement where applicable.

SECTION 5 – AMENDMENT

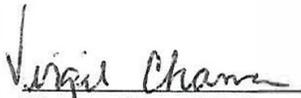
This Agreement may only be amended by written instrument duly executed by the participating entities.

SECTION 6 – INDEPENDENT CONTRACTOR

The Jasper County Sheriff's Office and its employees are an independent contractor and in no event or circumstance are any employees or volunteers of Jasper County are to be considered employees or agents of any of the participating service providers or receive benefits from any of the participating service providers.

SECTION 7 – DURATION

This Agreement shall be of perpetual duration. Any participating entity may, however, terminate its participation in this Agreement by giving written notice to all other parties to this Agreement by March 1st prior to the upcoming fiscal year (July 1st). Failure of a participating entity to give notice by March 1st shall continue that entity's participation until timely notice is given.

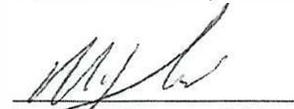


Mayor, City of Kellogg
Virgil Chance



Kellogg Fire Chief
Calvin Dhondt

BOS Chair, County of Jasper
Thad Nearmyer



Service Director, JCSO
Mike Gunsaulus

Resolution 26-_____

Whereas, the Jasper County Sheriff's Office is an established authorized Emergency Medical Service Provider, approved to provide basic life support and/or advanced life support, including transport authorization from the Iowa Department of Public Health.

Whereas, the Jaspers County Sheriff's Office provides these services in support of Jasper County Emergency Service Providers, and during special events within Jasper County upon request.

Whereas, the Jasper County Sheriff's Office, when allowed and appropriate, is authorized to charge reasonable fees for providing equipment and personnel, for providing these services.

Therefore, be it resolved, by the Jasper County Board of Supervisors, that this county does establish the listed fee schedule for special events and ambulance fees.

Jasper County Sheriff's Office Emergency Medical Services Fees

SPECIAL EVENTS FEE SCHEDULE PER HOUR

Rescue 50 (ambulance) per hour	\$100
Medical Cart (UTV)	\$50
EMS Driver (CPR/ EVOC)	\$20
EMT-B per hour	\$25
AEMT (Advanced EMT) per hour	\$30
EMT-P (Paramedic) per hour	\$35

RENTAL

Rescue 50 (ambulance) per day	\$150
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ADVANCED LIFE SUPPORT FEE SCHEDULE PER PATIENT CARE REPORT

Per MOU with EMS Service(s)

\$150

Enacted this ____ day of _____, 2026

Thad Nearmyer, Chair

Jasper County Board of Supervisors

Attest: _____

Auditor Jenna Jennings

Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026

Quote ID: 1646606



Customer Information	Customer Account #:	Seller Information
JASPER COUNTY HIGHWAY	----	Van-Wall Equipment, Inc.
DEPARTMENT		1318 West Street S
Doing Business As :	Rewards #:	Grinnell, IA 50112
910 N 11TH AVE E	----	(641) 236-6514
NEWTON, IA 502081866		Dealer Account #: 089809
MFRIETSCH@JASPERIA.ORG	Customer Sales Tax Exempt #:	
(641) 521-6018	----	
	Use County/State:	
	Jasper, Iowa	

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Initials) _____

I have been offered and explained any applicable PowerGard/John Deere Protect plans, and my decisions to accept/decline are as indicated on the below equipment. Customer Initial(s): _____

Equipment

QTY	New	Used	Equipment & Equipment Specific Services	Meter	Product ID #	Price
1	X		333 P-Tier Compact Track Loader(Level 4 Package) w/ Cab Severe Duty Polycarbonate Door			\$90,900.00
1			BYT12082 Boom-Mounted Hose Guide			\$116.13
1			BYT13107 Beacon Warning & Hazard Lights No Tech Stack			\$483.87
1			+ Extended Warranty: 333 P, Comprehensive, 3000 Total Hours or 60 Total Months, \$200 Deductible		2024636020	\$7,800.00
1	X		333 P-Tier Compact Track Loader			\$88,700.00
1			BYT12082 Boom-Mounted Hose Guide			\$116.13
1			BYT13107 Beacon Warning & Hazard Lights No Tech Stack			\$483.87
1			+ Extended Warranty: 333 P, Comprehensive, 3000 Total Hours or 60 Total Months, \$200 Deductible		2024636019	\$7,800.00
1	X		Standard Door Field Kit			\$930.00
Total Equipment & Equipment Specific Services						\$197,330.00

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Trade-Ins

QTY	Trade-In Description	Meter	Product ID #	Amount
1	2018 John Deere 333G	2362	1T0333GMLJF336427	\$35,000.00
1	2018 John Deere 333G	2550	1T0333GMVJF336442	\$35,000.00
Total Trade-In Allowance				\$70,000.00

Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026
Quote ID: 1646606



Comments:

Customer Signature _____

Customer Signature _____

Accepted By _____

Date Accepted _____

Salesperson Trevor White _____

Summary

Total selling Price	\$197,330.00
Total Trade-In Allowance	(\$70,000.00)
Trade Difference	\$127,330.00
Total Tax	\$0.00
Sub-total	\$127,330.00
Total Amount Due	\$127,330.00
Balance Due	\$127,330.00

IMPORTANT WARRANTY NOTICE

The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

Telematics

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

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 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>.

Acknowledgements

I (We) promise to pay the Balance Due shown above 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 execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Use of Information/Privacy Notice

I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Products" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026

Quote ID: 1646606



Equipment

333 P-Tier Compact Track Loader(Level 4 Package) w/ Cab Severe Duty Polycarbonate Door

Code	Description	Quantity
Options		
00V0T	333 P-Tier Compact Track Loader	1
0202	United States	1
0259	English Operator's Manual	1
0351	Translated Text Labels	1
0517	Level 4 Package - Prem Cab A/C, 2Spd, ISO-H Max, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio W/Mic, Rear Cam	1
0952	Rear View Camera	1
1100	Less Detection System	1
1362	2-Inch Seat Belt with Shoulder Harness	1
183N	JDLink™	1
1880	Less Receiver	1
1900	Less Display	1
1950	Less Application	1
2000	Less Code	1
2940	Less Grade Control	1
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1
8043	Cold Start Package	1
8059	Cab Severe Duty Polycarbonate Door	1
8934	84 In. Heavy Duty Construction Bucket (21.0 Cu Ft) w/ Edge	1
8048	Counterweight, (Triple Set)	1
Attachments		
BYT12082	Boom-Mounted Hose Guide	1
BYT13107	Beacon Warning & Hazard Lights No Tech Stack	1

333 P-Tier Compact Track Loader

Code	Description	Quantity
Options		

Purchase Agreement

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00V0T	333 P-Tier Compact Track Loader	1
0202	United States	1
0259	English Operator's Manual	1
0351	Translated Text Labels	1
0517	Level 4 Package - Prem Cab A/C, 2Spd, ISO-H Max, Hi Flow, SL, RC, Power QT, Vent Seat, Dix Lts, Rev Fan, Adv Display, Radio W/Mic, Rear Cam	1
0952	Rear View Camera	1
1100	Less Detection System	1
1362	2-Inch Seat Belt with Shoulder Harness	1
183N	JDLink™	1
1880	Less Receiver	1
1900	Less Display	1
1950	Less Application	1
2000	Less Code	1
2940	Less Grade Control	1
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1
8043	Cold Start Package	1
8935	84 In. Heavy Duty Tooth Bucket (21.0 Cu Ft)	1
8048	Counterweight, (Triple Set)	1
Attachments		
BYT12082	Boom-Mounted Hose Guide	1
BYT13107	Beacon Warning & Hazard Lights No Tech Stack	1

Standard Door Field Kit

Code	Description	Quantity
Options		
BYT12113	Standard Door Field Kit	1

Trade-Ins

2018 John Deere 333G

Original Factory Build Codes

Purchase Agreement

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JOHN DEERE

Code	Description
0BF0T	333G COMPACT TRACK LDR BASE
9231	84" HD TOOTH BUCKET
4001	2" SEAT BELT W/SHOULDERSTRAP
3101	LESS RIDE CONTROL SELF LU
3002	HIGH FLOW HYDRAULICS
8342	RADIO AM/FM W/BLUETOOTH
1741	LESS JDLINK
8050	COLD START PACKAGE 110 VOLT
1501	ENGLISH OP MAN & DECALS
8042	REAR VIEW CAMERA
1301	ENGINE FT4
6500	STANDARD FAN DRIVE
6003	AIR RIDE SEAT (VINYL)
0950	ISO EH JOYSTOCK CONTROLS
0800	NO PACKAGE
5500	STANDARD LIGHT PACKAGE
5204	CAB W/ HEAT, DEFROST & AIR
5001	POWER QUIK TATCH
2605	RUBBER TRACK GRP, 450MM

2018 John Deere 333G

Original Factory Build Codes

Code	Description
0BF0T	333G COMPACT TRACK LDR BASE
9231	84" HD TOOTH BUCKET
4001	2" SEAT BELT W/SHOULDERSTRAP
3101	LESS RIDE CONTROL SELF LU
3002	HIGH FLOW HYDRAULICS
8342	RADIO AM/FM W/BLUETOOTH
1741	LESS JDLINK
8050	COLD START PACKAGE 110 VOLT

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1501	ENGLISH OP MAN & DECALS
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1301	ENGINE FT4
6500	STANDARD FAN DRIVE
6003	AIR RIDE SEAT (VINYL)
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Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026
Quote ID: 1646606



Extended Warranty Proposal

PowerGard™ Protection Plan

333 P-Tier Compact Track Loader(Level 4 Package) w/ Cab Severe Duty Polycarbonate Door
Date: 20-Mar-2026

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$200.00
Equipment Type	Compact Track Loaders	Warranty Coverage	Comprehensive	Quoted Price	\$7,800.00
Model	333 P	Total Months	60	PowerGard List	\$7,830.00
Country	US	Total Hours	3000	Date Quoted	18-Feb-2026

MFWD/Tracks N

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:	I have been offered this extended warranty and
_____	<input checked="" type="checkbox"/> I ACCEPT the PowerGard Protection
Customer Name - Please Print	<input type="checkbox"/> I DECLINE the PowerGard Protection
_____	If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.
Customer Signature	

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

What PowerGard Protection is:

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

Purchase Agreement

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JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

333 P-Tier Compact Track Loader

Date: 20-Mar-2026

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$200.00
Equipment Type	Compact Track Loaders	Warranty Coverage	Comprehensive	Quoted Price	\$7,800.00
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PowerGard Protection Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

- I ACCEPT the PowerGard Protection
 I DECLINE the PowerGard Protection

If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

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Application For POWERGARD Protection Plan For John Deere Construction, Forestry, And CCE Products

The John Deere equipment Owner identified below ("Owner") hereby applies for PowerGard Protection Plan to John Deere¹ (In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere's obligations under the PowerGard Protection Plan for John Deere Construction, Forestry, and CCE Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below ("Product"). To contact us or to obtain contact information for any John Deere dealership, call toll free: 1-888-993-3373. Owner desires the PowerGard Protection Plan coverage option(s) checked.

1. APPLICATION GROUP

Check one

- Commercial
 Governmental
 Rental
 Forestry or Severe Duty*

* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly "heavy" duty. (36 months/6,000 hours maximum coverage)

1. APPLICATION GROUP

Check one

- Commercial
 Governmental
 Rental
 Forestry or Severe Duty*

* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly "heavy" duty. (36 months/6,000 hours maximum coverage)

2. COVERAGE TYPE AND DURATION

CHECK COMPREHENSIVE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF COMPREHENSIVE AND ANY ONE POWERTRAIN OPTION. POWERGARD PROTECTION PLAN IS CALCULATED FROM ORIGINAL DATE OF PRODUCT DELIVERY (LESS THE DURATION OF ANY PRODUCT RENTAL, DEMONSTRATION, OR OTHER USAGE, IF ANY, PRIOR TO THE FIRST RETAIL PURCHASE OR LEASE).

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. **Note:** Months/hours selected may not exceed the maximum specified for the designated application group.

Comprehensive
Expiration - First To Occur (Months or Hours)
Months after first retail purchase**

Std. Warranty	<u>12</u>	<u>24</u>	<u>36</u>	<u>48</u>	<u>60</u>	<u>72</u>	<u>84</u>
<input type="checkbox"/> 12 Months	N/A	12	24	36	48	60	72

Above are additional months, after expiration of Corresponding Standard Warranty
quote.labels.YOU_HAVE_SELECTED 60 Total Months
and 3000 hours;

Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only
24 months Full Machine Standard Warranty for Compact Construction Equipment

Powertrain Plus Hydraulics or
 Powertrain or Expiration - First To Occur (Months or Hours)
 Engine Only Months after first retail purchase**

Std. Warranty	12	24	36	48	60	72	84
<input type="checkbox"/> 12 Months	N/A	12	24	36	48	60	72
<input type="checkbox"/> 24 Months	N/A	N/A	12	24	36	N/A	N/A

Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only
24 months Full Machine Standard Warranty for Compact Construction Equipment

Comprehensive
Expiration - First To Occur (Months or Hours)
Months after first retail purchase**

Std. Warranty	<u>12</u>	<u>24</u>	<u>36</u>	<u>48</u>	<u>60</u>	<u>72</u>	<u>84</u>
<input type="checkbox"/> 12 Months	N/A	12	24	36	48	60	72

Powertrain Plus Hydraulics or
 Powertrain or Expiration - First To Occur (Months or Hours)
 Engine Only Months after first retail purchase**

Std. Warranty	12	24	36	48	60	72	84
<input type="checkbox"/> 12 Months	N/A	12	24	36	48	60	72

Purchase Agreement

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<p>Above are additional months, after expiration of Corresponding Standard Warranty quote.labels.YOU_HAVE_SELECTED <u>60</u> Total Months and <u>3000</u> hours;</p> <p><small>Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only 24 months Full Machine Standard Warranty for Compact Construction Equipment</small></p>	<p><input type="checkbox"/> 24 Months N/A N/A 12 24 36 N/A N/A</p> <p><small>Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only 24 months Full Machine Standard Warranty for Compact Construction Equipment</small></p>
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** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease

Product Description

Model	Product Description	Hourmeter Reading	Product Id No. (Pin)	Delivery Date
333 P	333 P-Tier Compact Track Loader (Level 4 Package) w/ Cab Severe Duty Polycarbonate Door			
333 P	333 P-Tier Compact Track Loader			

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Application For POWERGARD Protection Plan For John Deere Construction, Forestry, And CCE Products

Owner Name		Email Address	
JASPER COUNTY HIGHWAY DEPARTMENT		MFRIETSCH@JASPERIA.ORG	
Address (Street, RR)	City/Town	State/Province	Zip/Postal Code
910 N 11TH AVE E	NEWTON	IA	502081866
Dealer Number	Dealer Name	Address	
089809	Van-Wall Equipment, Inc.	1318 West Street S	
City/Town	State/Province	Prepared By	
Grinnell	IA	50112	

IMPORTANT NOTE TO OWNER: Complete terms of John Deere's PowerGard Protection Plan are set forth in this document. Please read this Application for PowerGard Protection Plan carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH POWERGARD PROTECTION PLAN ARE LIMITED AS INDICATED IN THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's PowerGard Protection Plan is not insurance.

OWNER RESPONSIBILITIES: After the Product's Standard Warranty expires, the Owner will be responsible for the first \$200 of any eligible repair under the PowerGard Protection Plan Comprehensive Coverage option, except for covered repairs to the Product's (1) engine or powertrain, or (2) hydraulics (if Powertrain Plus Hydraulics coverage was the only coverage in effect). Scraper tractor PowerGard Protection Plan is limited to the powertrain only with a \$750 deductible for any PowerGard Protection Plan eligible repairs.

Acknowledgements: Owner acknowledges and represents Owner has read and understands the terms and conditions of John Deere's PowerGard Protection Plan, including any limitations and exclusions from coverage, and understands that it is not insurance. Owner further acknowledges and understands that the coverage applied for herein is not effective unless and until the Product meets the requirements of Section A. PROTECTION PLAN - GENERAL PROVISIONS.

Owner Signature : _____ Date: _____

The Owner and Product identified above meet all requirements for the PowerGard Protection Plan coverage requested, and the coverage charge has been paid.

Dealer Signature : _____ Date : _____

TRANSFER - The unexpired portion of this PowerGard Protection Plan may be transferred with John Deere's approval (See Section K on second page for complete details.) Complete the section below to request transfer of the PowerGard Protection Plan.

Purchaser Application: <input type="checkbox"/> Forestry or Severe Duty <input type="checkbox"/> Commercial <input type="checkbox"/> Governmental <input type="checkbox"/> Rental <input type="checkbox"/> Forestry/Extreme Duty		Dealer Number	Dealer Name	Address		
				(City/Town)	(State/Province)	(Zip /Postal Code)
Date Machine Sold	Transfer Hourmeter Reading	Date Inspection completed approved	Signature of New Buyer	Date	Dealer Confirmation	Date
			X		X	

I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM.

Owner Initials : _____ Date: _____

Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026

Quote ID: 1646606



Application For POWERGARD Protection Plan For John Deere Construction, Forestry, And CCE Products

- A. **POWERGARD PROTECTION PLAN - GENERAL PROVISIONS** PowerGard Protection Plan is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) the coverage charge is paid, and (3) the Product meets applicable eligibility requirements (i.e., months, hours, application usage type, and modification/conversion requirements). Once PowerGard Protection Plan becomes effective, John Deere's obligations hereunder extend only to the Owner identified in the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this Product in accordance with Section K below. Subject to the terms and conditions of the PowerGard Protection Plan, John Deere will repair or replace, at its option, Covered Components (as defined below) that were either factory installed components or genuine John Deere replacement parts installed by an authorized John Deere dealer ("Dealer") that are defective in material or workmanship. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the PowerGard Protection Plan period begins when the Product's corresponding Standard Warranty ends and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the Product's hour meter reaches the specified hour limitation, whichever occurs first. PowerGard Protection Plan is available only through Dealers for John Deere Products and may be purchased at any time before the Product's Standard Warranty, or PowerGard Protection Plan expires.
- B. **Deductible** A \$200 deductible (\$750 deductible for scraper tractors) applies to each covered repair event under the PowerGard Protection Plan Comprehensive Coverage option. Once the deductible has been paid for a covered repair event, subsequent work performed under the PowerGard Protection Plan under the Comprehensive Coverage option, which is required due to failure of the original repair, will not be subject to additional deductibles. A covered repair event must include all covered parts and labor charges included under a single work order.
- C. **WHAT IS COVERED BY POWERGARD PROTECTION PLAN** Not every Product component is covered by PowerGard Protection Plan. Covered components are listed below ("Covered Components"). If a particular component is not listed below, it is not covered by PowerGard Protection Plan.
- 1. Engine Only Coverage** (excludes Cummins, MTU, and Detroit Diesel engines): If you purchased an Engine Only PowerGard Protection Plan, the following items are covered: engine and all components within, including the cylinder head and gasket, ECU, electronic engine speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifold and related sensors, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger, water pump and gaskets.
 - 2. Powertrain Coverage** If you purchased a Powertrain Coverage PowerGard Protection Plan, coverage includes the engine items in paragraph C.1., along with the following components: Engine: engine speed control and linkages. Transmission /Axles/Hydrostatics: axle(s) and differential(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, rotary manifold for swing motor (as installed on Tracked Feller-Buncher), final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components, including propel motor, hydrostatic /hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electronic control, solenoid control valve, and divide valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gear and bearings, torque converter, transfer drive, and transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors-rotary and starter. Electric-Drive Loaders: generator, electric motor, power electronics inverter, brake resistor, motor cable assembly, generator cable assembly, and brake resistor cable assembly.
 - 3. Powertrain Plus Hydraulics Coverage** If you purchased a Powertrain plus Hydraulics Coverage PowerGard Protection Plan, the engine and power train items in paragraphs C.1 and C.2 are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve and associated parts. Hydraulics: control and load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps, motors, and related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valve, and cylinders.
 - 4. Comprehensive Coverage** If you purchased a Comprehensive PowerGard Protection Plan the engine, powertrain, and powertrain plus hydraulic items in paragraphs C.1, C.2 and C.3 are covered along with the following non-powertrain items: (Please note: As stated above, a single applicable deductible will be applied to each covered repair event.) Axles: front and rear axles, mounts and support, wheel bearings, differential controls and linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump and gasket, oil tube, pulleys, radiator and hoses, wet piping. Transmission: associated sensors, control rods, differential lock valve and associated parts, external shift rods, transmission mounts and support,

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transmission oil filter, linkage, sending units and sensors. Brakes: brake lines, accumulator, brake pump, brake valve, pressure-reducing valve, wet disc, and parking brake. Electrical: alternator, battery, circuit breaker, controller, electronic control module, gauges, ignition switch, lights, multiplexing module, relays, sensors, solenoids, starter, switches, wiring harness, wiring connectors. Engine: air cleaner, camshaft, clutch, compressor, condenser, cover, crankcase ventilation, drive housings, exhaust manifold, governor, intake manifold, oil cooler, oil pump, pre-cleaner, separator, valve rocker, water separator, valve rotator, dump body (ADT only), rim and axle-to-motor group (for oscillated and upper linkages, factory installed), winch (skidders only). Steering: axles, secondary steering system components, spindles and supports, steering linkage, tie rod and tie rod ends. Structures: arm, articulation joint (including pins and bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast and frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, pneumatic components (ADT only): airline hoses, lines and fittings, air components of brake systems, four way protection valve, and unloading valve. For Products equipped with Next Generation SmartGrade or its successors the following components are covered: display, controller, position sensors, GPS receivers and corrections radio.

D. ITEMS NOT COVERED - PowerGard Protection Plan does not cover, and John Deere is not responsible for:

1. Parts/Kits not ordered on machine and installed aftermarket. Genuine John Deere and other John Deere approved parts /kits will be covered by the applicable parts warranty.
2. Attachments installed aftermarket (i.e., which not installed at factory).
3. Factory installed forestry attachments such as felling heads, saw heads, delimiters and all Waratah attachments.
4. Batteries, hoses, radios, tires, Cummins, MTU or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the Product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) application the machine is working in is different than represented on the first page of this Application for POWERGARD Protection Plan c) failure to follow maintenance guidelines; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents
9. Normal maintenance and replacement of normal service items and wear items such as: filters, oils, coolant, undercarriage, blades, cutting edge parts, pins and bushings (except in articulation joints), hoses, lines, fittings, belts, dry brakes, dry clutches, lamps, bulbs, fuses, batteries, and tires.
10. Damage caused to a Covered Component by a non-covered component that is used or installed on the Product.
11. For PowerGard Protection Plan items made in the field, any changes (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the Product been repaired at the Dealer's place of business.
12. Parts supplied by or repairs, maintenance or modifications performed by someone other than a Dealer, including any damage caused by use of such parts or repairs, maintenance or modifications not performed by a Dealer.

E. **MAINTENANCE OF COVERED EQUIPMENT AND RECORDS** Owner (and subsequent purchasers) must properly maintain the Product and, at your expense, perform scheduled maintenance in accordance with the Product's Operator's Manual. Owner (and subsequent purchasers) must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition.

F. FLUID ANALYSIS REQUIREMENT

Fluid Analysis: As a condition of coverage, the following PowerGard Protection Plan contracts require fluid analysis:

- PowerGard Protection Plan Contracts on excavators with 100 horsepower and above
- PowerGard Protection Plan Contracts on Bogie Skidders.
- All other Construction and Forestry Products (including excavators under 100 horsepower) with PowerGard

Owner is responsible for completing hydraulic/hydrostatic oil analysis at intervals specified in the Product's Operator's Manual. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. All sample using John Deere specifications must be submitted on or before the effective date of the PowerGard Protection Plan contract.

Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from the fluid analysis requirement.

G. **Costs/Cancellations** The cost of the PowerGard Protection Plan is fully earned at the time of purchase, cancellations are not allowed, and refunds will not be made for any reason. If Owner sells the Product prior to the expiration of the PowerGard Protection Plan, Owner will be deemed to waive any rights to remaining coverage and subject to Paragraph K may transfer the PowerGard Protection Plan to a subsequent purchaser.

H. **TERMINATION OF POWERGARD PROTECTION PLAN COVERAGE** John Deere is relieved of its obligations under the PowerGard Protection Plan if: (1) Duration or engine hour coverage option indicated on the first page of this Application for

Purchase Agreement

#658450 Revision #: Original Date: 20-Mar-2026

Quote ID: 1646606



PowerGard Protection Plan has expired; (2) Product is altered or modified in ways not approved by John Deere; (3) Product's hour meter has been rendered inoperative or otherwise tampered with; (4) Product is removed from the United States or Canada; (5) Product is sold, traded, or donated or title to the Product is otherwise transferred by Owner other than as provided and pursuant to Paragraph K. below; or (6) Product is used in an application group that is different than the application group designated in the application for PowerGard Protection Plan for the Product.

- I. **LIMITATION OF JOHN DEERE'S LIABILITY** The repair or replacement of Covered Components that are defective in material or workmanship, as provided in this Application for PowerGard Protection Plan, shall be the sole and exclusive remedy available to the subsequent purchaser(s) exclusively for the Product. However, if after repeated attempts, such repair or replacement fails to correct the defect, John Deere (and subsequent purchasers) remedy shall be an adjustment to the purchase price of a new or used John Deere Product (excluding any shipping fees) equal to the fair market value of the Product if used in accordance with this document, and less a reasonable allowance for use. John Deere's liability for any repair event shall not exceed the actual cash value of the Product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the Product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the Product or the breach or performance of John Deere's obligation under the PowerGard Protection Plan. Corrections of defects in the manner provided herein shall constitute fulfillment of **all liabilities** of John Deere to the Owner or any other person, **whether based upon contract, tort, strict liability, or otherwise**. This limitation does not apply to claims for personal injury.
- J. **OBTAINING POWERGARD PROTECTION PLAN SERVICE** The Owner must request PowerGard Protection Plan service from a Dealer authorized to sell the Product to be serviced. When making such a request, the Owner must present his or her Application for PowerGard Protection Plan and John Deere's written confirmation of coverage (transferees under Section K below must present John Deere's written confirmation of coverage transfer), make the Product available at the Dealer's place of business, and inform the Dealer in what way the Product is believed to be defective in material or workmanship. PowerGard Protection Plan repairs can be made in the field if the Owner or subsequent 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 plus any applicable taxes) that would not have been incurred had the Product been repaired at the Dealer's place of business.
- K. **TRANSFER OF UNUSED COVERAGE UPON RESALE** Remaining PowerGard Protection Plan coverage applicable to a used Product will be transferred to a subsequent purchaser of the Product if:
1. The subsequent purchase is made before the PowerGard Protection Plan expires;
 2. The Product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, and at the subsequent purchaser's expense;
 3. John Deere's written confirmation of the transfer is requested by the subsequent purchaser; and
 4. Either (a) the use made of the Product by the subsequent purchaser falls within the same application group designated on the Product's original Application for PowerGard Protection Plan, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining PowerGard Protection Plan coverage to the new application group.
- L. **NO STATUTORY OR IMPLIED WARRANTY** Where permitted by law, **JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.**
- M. **DEALER CANNOT VARY TERMS OF COVERAGE** All terms of John Deere's PowerGard Protection Plan are set forth in this document. **Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms, conditions, or limitations of a PowerGard Protection Plan.**

JD-E 24-10 Effective (06/June/2024)



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE), FORESTRY AND UTILITY PRODUCTS US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** (Model year 2024 and newer) 12 months Full Machine Standard Warranty; 36 months or 10,000 hours (whichever comes first) StructurALL 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

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, 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 from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). 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. 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; 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 date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). 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. **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 frame; Cabin swing frame; 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 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. Cut-to-Length Forestry, 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. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. 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.
16. Items such as cutting-edge parts, delimiting 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.
17. 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.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
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).
26. Lost or stolen Products.

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. The product is modified or altered in ways not approved by John Deere; or
2. 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).
3. 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 of 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.

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) 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, INCLUDING 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.**

**RESOLUTION VACATING JASPER COUNTY PUBLIC ROADWAY EASEMENT
FORMERLY USED FOR S 126TH AVE E AND ASSOCIATED BRIDGE OVER THE
SOUTH SKUNK RIVER**

BE IT RESOLVED that the Jasper County, Iowa roadway easements and other interests upon the real estate described below are no longer necessary for any public purpose and ought now be vacated in the manner allowed by law, reserving however all of such area for general public utility usage.

FURTHER RESOLVED that by Iowa Code 306.11 which states "If the proposed vacation is of part of a road right-of-way held by easement and will not change the existing traveled portion of the road or deny access to the road by adjoining landowners, a hearing is not required" a public hearing was not held since there was no evidence found to indicate that any of the described portions of roadway are currently used for roadway purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED that any and all interests of Jasper County, Iowa in and to the following described real estate are hereby vacated and no longer shall be available for any public use for roadway or other public purposes other than utility purposes:

That portion of roadway easement formally used for South 126th Avenue East, also known as Road Number 396, located in Sections 31 and 32, Township 78 North, Range 18 West of the 5th P.M., Jasper County, Iowa, described in Road Book 1, Page 152 in the Jasper County Auditor's Office and Book 392, Page 194 and Book 401, Page 99 in the Jasper County Recorder's Office, lying north of the northerly line of Parcel 31-78-18-1 as recorded in Instrument Number 2013-06152 at the Jasper County Recorder's Office and lying north of the northerly line of Parcel 32-78-18-1 as recorded in Instrument Number 2014-01242 at the Jasper County Recorder's Office.

BE IT HEREBY FURTHER RESOLVED that the aforesaid property and all interests of Jasper County, Iowa in and to said property be, and are hereby, conveyed to the owners of record (both legal and equitable titleholders as their respective interests may appear), an equal split of the adjacent strip to record owners of such respective adjoining parcels or as agreed upon by said owners, subject to reservation of utility use thereof. Upon subsequent formal or informal request by any such adjoining landowner or successors in interest and preparation of all documents by said landowners at their sole expense and to the satisfaction of the Jasper County Attorney as to both form and content, Jasper County, Iowa, by and through the chairperson of its Board of Supervisors and its Auditor shall execute and deliver appropriate conveyancing instruments reserving utility use interests only. The Auditor of Jasper County, Iowa is hereby directed to promptly file in the office of the Jasper County Recorder a certified copy of this Resolution.

Passed and Approved this _____ day of _____

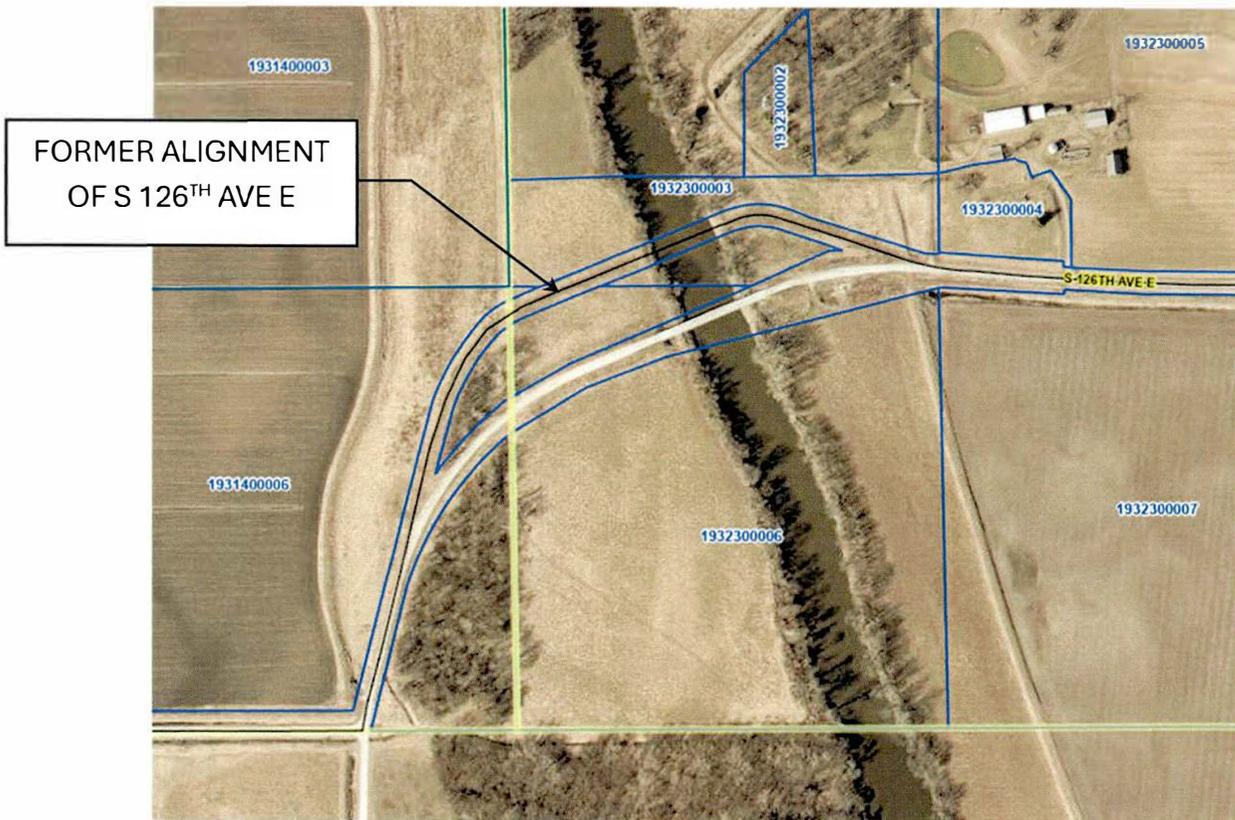
Thad Nearmyer
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Doug Cupples
Board of Supervisors

ATTEST: _____
Jenna Jennings
County Auditor

EXHIBIT SHOWING FORMER S 126TH AVE E ROAD RIGHT-OF-WAY EASEMENT AND FORMER SOUTH SKUNK RIVER BRIDGE LOCATION



Tuesday, March 17, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Talsma, seconded by Cupples to open the 2nd reading of the Public Hearing for changes to the Jasper County Animal Control Ordinance 66B.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Talsma to close the Public Hearing.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Cupples, seconded by Talsma to waive the 3rd reading of the Public Hearing for changes to the Jasper County Animal Control Ordinance 66B.

YEA: NEARMYER, CUPPLES, TALSMA

Motion by Talsma, seconded by Cupples to approve the changes to the Jasper County Animal Control Ordinance 66B, now Ordinance 66C.

YEA: NEARMYER, CUPPLES, TALSMA

Maintenance Director, Adam Sparks presented bids for Jasper County Community Center rooftop unit replacement. There was a total of 3 bids presented:

Dickerson Mechanical	\$12,285.00
Reeves Heating and Cooling	\$ 9,468.00
Waldinger Corporation	\$14,351.66

Motion by Talsma, second by Cupples to approve the bid from Reeves Heating and Cooling in the amount of \$9,468.00 for the Jasper County Community Center rooftop unit replacement.

YEA: NEARMYER, CUPPLES, TALSMA

Engineer, Mike Frietsch presented bids for Two (2) New Compact Truck Loaders. There was a total of 12 bids presented:

VanWall Equipment – Two (2) Deere 331 P Lvl 2	\$101,820.00
Murphy Tractor & Equipment – Two (2) Deere 331 P Lvl 2	\$108,137.00
Capital City Kubota – Two (2) Kubota SVL97-3HFCC	\$114,358.32
Capital City Equipment – Two (2) Bobcat T86	\$135,484.14
Ziegler CAT – Two (2) CAT 275 XE	\$193,207.66
VanWall Equipment – Two (2) Deere 331 P Lvl 4	\$116,600.00
Murphy Tractor & Equipment – Two (2) Deere 331 P Lvl 4	\$122,876.00
Ziegler CAT – Two (2) CAT 275 High Flow	\$147,540.22
VanWall Equipment – Two (2) Deere 333 P Lvl 3	\$114,400.00
Murphy Tractor & Equipment – Two (2) Deere 333 P Lvl 3	\$117,803.00
VanWall Equipment – Two (2) Deere 333 P Lvl 4	\$127,330.00

Murphy Tractor & Equipment – Two (2) Deere 333 P Lvl 4

\$131,397.00

Motion by Talsma, seconded by Cupples to approve the bid from VanWall Equipment for Two (2) Deere 333 P Level 4 Package Compact Track Loaders with trade-in allowance for existing 333 Gs and adding impact resistant glass in door for a total amount of \$127,330.00.

YEA: NEARMYER, CUPPLES, TALSMAS

Motion by Talsma, seconded by Cupples to approve the federal-aid funding agreement with the Iowa Department of Transportation for Project No. BRS-C050(160)—60-50 replacement of Bridge H-10.

YEA: NEARMYER, CUPPLES, TALSMAS

Motion by Talsma, seconded by Cupples to adopt Resolution 26-11 for the vacation of a portion of S. 28th Ave W. from Iowa Interstate Railroad right-of-way along Highway F-48 W. to a point westerly along centerline S. 28th Ave W. approximately 0.2 miles.

YEA: CUPPLES, NEARMYER, TALSMAS

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from March 10, 2026.

YEA: NEARMYER, CUPPLES, TALSMAS

There were no Board Appointments.

Motion by Talsma, seconded by Cupples to enter into Closed Session requested by Scott Nicholson and Mike Frietsch in accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: CUPPLES, NEARMYER, TALSMAS

ROLL CALL YEA: NEARMYER, CUPPLES, TALSMAS

Motion by Talsma, seconded by Cupples to come out of closed session.

YEA: CUPPLES, NEARMYER, TALSMAS

Motion by Talsma, seconded by Nearmyer to approve Mike to take action on what was discussed in the closed session.

YEA: NEARMYER, TALSMAS

NAY: CUPPLES

Motion by Nearmyer, seconded by Cupples to adjourn the Tuesday, March 17, 2026, meeting of the Jasper County Board of Supervisors.

YEA: NEARMYER, TALSMAS, CUPPLES