

**FOURTH AMENDMENT
TO AMENDABLE LETTER OF UNDERSTANDING
(PBG FARM PROPERTY)**

THIS FOURTH AMENDMENT TO AMENDABLE LETTER OF UNDERSTANDING (PBG FARM PROPERTY) (the “Fourth Amendment”) is entered into by and between the Town of Lyons, a Colorado municipal corporation, (“Town”) and Planet Bluegrass Farm, LLC, a Colorado limited liability company (“Planet Bluegrass”), 500 West Main Street, P.O. Box 769, Lyons, CO 80540 (together, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Amendable Letter of Understanding dated June 8, 2017, a copy of which is recorded as Exhibit C to that certain Annexation Agreement recorded on September 19, 2017 at Reception No. 03615345 in the real property records of Boulder County (“Amendable Letter”); and

WHEREAS, the Parties have previously amended the Amendable Letter three times; and

WHEREAS, Planet Bluegrass has filed applications requesting amendments to the Annexation Agreement, Site Plan and Related Keynotes, and the Amendable letter for the Farm Property; and

WHEREAS, the changes requested by Planet Bluegrass are substantially reflected in the redline of the Amendable Letter, attached hereto as **Exhibit A** and incorporated by reference; and

WHEREAS, Paragraph 6(B) of the Amendable Letter requires that any amendment to the Amendable Letter be in writing; and

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **Conflict**. Except as provided herein the Amendable Letter shall remain in full force effect. To the extent of any conflict between the Amendable Letter and this Fourth Amendment, the Parties intend that this Third Amendment shall control.

2. **Amendments**. The Amendable Letter is hereby amended as reflected in the redline attached hereto as **Exhibit A** and shown as clean in **Exhibit B**.

3. **No Further Amendments**. Nothing contained in this Third Amendment shall affect any other provisions of the Amendable Letter except as specifically set forth herein.

4. Successors and Assigns. The Town and Planet Bluegrass agree that this Fourth Amendment shall be binding on and inure to the benefit of the Parties and their permitted successors and assigns. This Fourth Amendment may only be altered, amended, or repealed by a written instrument duly executed by the Parties.

THIS FOURTH AMENDMENT is effective upon mutual execution of the Parties.

TOWN OF LYONS:

By: _____
Nicholas Angelo, Mayor

Date: _____, 2022

Attest:

Dolores Vasquez, Town Clerk

PLANET BLUEGRASS FARM, LLC, a
Colorado limited liability company

By: _____ Craig Ferguson, Managing
Member

Date: _____, 2022

Exhibits:

Exhibit A – Redline of Changes to Amendable Letter

Exhibit B – Clean Copy of Amendable Letter