

SECOND AMENDMENT TO EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO EASEMENT AGREEMENT ("Second Amendment") is entered into by and between the City of Brighton, a Colorado home rule municipality ("City"), and the Seventh Day Adventist Association of Colorado, Inc., by merger filed with the Adams County Clerk and Recorder is now known as The Rocky Mountain Conference of Seventh-day Adventists, a Colorado non-profit corporation dba Brighton Seventh-day Adventist Church ("Church"), as of the 23rd day of June, 2015.

I. RECITALS

WHEREAS, the City and Church previously entered into that certain Easement Agreement dated February 25, 2002 ("Agreement"), pursuant to which the Church granted and conveyed to the City a permanent utility easement upon Church property, in order for the City to construct, operate and maintain certain municipal water well facilities ("Well"), and providing that the Church may purchase irrigation water from the City at then-applicable non-potable irrigation rate(s) and receive non-potable supply from the Well, in exchange for granting the easement; and

WHEREAS, the City and Church amended the Agreement by that certain First Amendment to Easement Agreement dated June 5, 2007, to address the lack of sufficient well augmentation by the Central Colorado Water Conservancy District for the calendar year 2007 and subsequent years, and general difficulty in maintaining the Well supply for non-potable use, and establishing a separate rate for irrigation deliveries when non-potable supply is unavailable; and

WHEREAS, thereafter, the City necessarily amended its various water rates effective January 1, 2015, by Ordinance No. 2185 dated December 2, 2014, and the parties therefore desire to memorialize and re-affirm in this Second Amendment, their agreement that the Church may continue to purchase irrigation water from the City at established rate(s), in exchange for the Church's grant of the easement.

NOW THEREFORE, for and in consideration of the foregoing recitals, which are a substantive and enforceable part of the Easement Agreement, and for other good and valuable consideration acknowledged to be received, THE PARTIES AGREE TO AMEND THE EASEMENT AGREEMENT AS FOLLOWS:

A. III. TERMS AND CONDITIONS

Paragraph III-4 of the Easement Agreement, as amended, is deleted in its entirety, and amended and re-stated as follows:

4. Also in consideration of the Church's grant and conveyance of the Well Easements, and in the event the Well(s) are not scheduled for use during any irrigation season, and subject to the terms and conditions of

the Agreement, the Church may purchase potable water from the City using a potable supply interconnect installed by the City to the irrigation system serviced by the Well(s), at the volume-based rate annually established by resolution, currently set by Ordinance No. 2185, Section 2 (f)(1)b. Commercial, Industrial, Mixed Use, Municipal Potable, Schools, Private Fire, Bulk and Non-Potable Irrigation Volume-Based Water Rates Monthly Charge Per 1,000 Gallons of Usage, b. Commercial, Industrial and Mixed Use – Indoor & Outdoor Combined Uses at the currently established base rate of \$5.95 per thousand gallons, or thereafter at the established rate then in effect, and as such rate may be increased or modified by the City from time to time.

And in the event that the Well(s) are scheduled for use during any irrigation season, the Church may purchase from the City non-potable irrigation Well Water drawn from the Well(s) by eliminating the potable supply interconnect to the irrigation system serviced by the Well(s), at the volume-based rate annually established by resolution, currently set by Ordinance No. 2185, Section 2 (f)(1)f. Commercial, Industrial, Mixed Use, Municipal Potable, Schools, Private Fire, Bulk and Non-Potable Irrigation Volume-Based Water Rates Monthly Charge Per 1,000 Gallons of Usage, f. Non-Potable Irrigation at a base rate of \$3.00 per thousand gallons, or thereafter at the established rate then in effect and as may be increased or modified from time to time.

B. Except as modified and amended herein, all terms, provisions, and conditions of the Easement Agreement, as amended, are hereby ratified and affirmed, and shall remain in full force and effect.

DATED this 23rd day of June, 2015, BY THE PARTIES:

CITY OF BRIGHTON, COLORADO,
a Colorado home rule municipality:

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret Brubaker, City Attorney

THE ROCKY MOUNTAIN CONFERENCE OF SEVENTH-DAY ADVENTISTS, a Colorado nonprofit corporation:

By: _____
Barbara J. Parrot, Corporation Secretary for
Asset Management

STATE OF COLORADO)
)
CITY & COUNTY OF DENVER)

Subscribed and sworn to before me this ____ day of _____, 2015, by
_____, The Rocky Mountain Conference of Seventh-day
Adventists, a Colorado non-profit corporation. Witness my hand and official seal:

**Notary Public
State of Colorado**