

First Amendment to Lease Agreement

This First Amendment to Lease Agreement (“First Amendment”) is entered into this _____ day of _____, 2026 (“Effective Date”), by and between the City of Brighton, a municipal corporation (“Landlord”), Brannan Sand and Gravel Company, LLC, a Colorado limited liability company (“Tenant”), and Ready Mixed Concrete Company, LLC, a Colorado limited liability company (“Former Tenant”), each a “Party” and collectively the “Parties.”

Recitals

- A. Landlord and Former Tenant entered into that certain lease agreement dated August 17, 2020, for land referenced by two Adams County parcel numbers also known as the Plant 3 Site and Phase 18 (“Lease Agreement”).
- B. Former Tenant is a wholly owned subsidiary of Tenant. To streamline financial and legal coordination, the Parties desire to substitute Tenant for Former Tenant on the Lease Agreement.
- C. Under the Lease Agreement, Landlord agrees to lease the Plant 3 Site and portions of Phase 18 for the purpose of allowing Tenant to continue the operation of Plant 3 on the Plant 3 site, continue the operation of the salt squeegee operation on Phase 18 and allow an existing tenant of Former Tenant (SEMA Precast) to continue operations on the Plant 3 site.
- D. Phase 18, but not the Plant 3 Site, is subject to a State of Colorado 112 Regular Reclamation (Mining) Permit (MLRB Permit No. M-1987-049, the “Reclamation Permit”), which permit transferred from Former Tenant to Landlord on or about the time of the commencement of the Lease Agreement. The current Reclamation Permit calls for reestablishment of native vegetation as wildlife habitat in Phase 18.
- E. Exhibit A, attached hereto, is a diagram of the Plant 3 and Phase 18 areas, overlaid on the current reclamation map for MLRB Permit M-1987-049.
- F. Phase 18 is used by both Tenant and its subtenant. A diagram of current Tenant and subtenant operations within the lease area is attached hereto and incorporated herein as “Exhibit A.” In addition to the salt squeegee operation, all access to the Plant 3 Site traverses Phase 18, a historical condition pre-dating execution of the Lease Agreement.
- G. Landlord intends to use the lease area generally, including substantially all of the Plant 3 Site and Phase 18, for a water treatment plant pursuant the projected growth and long-term capital plans of the City of Brighton (“Capital Project”).
- H. Prior to commencement of the Capital Project, Landlord will seek release of Phase 18 from the Reclamation Permit. The Parties have discussed amending the Reclamation Permit to allow for release of the Phase 18 area in its current format, to bypass and avoid the unnecessary and potentially problematic creation of wildlife habitat where the use is

intended to transition from a current industrial by Tenant to future industrial use by the Landlord.

- I. The Term of the Lease Agreement expires on August 17, 2027, at which time the Tenant must vacate the site free and clear of current industrial improvements. To provide continuity of industrial use and economic benefit to Landlord prior to its planned Capital Project, the Parties desire to extend the lease for up to fifteen (15) years beyond the term under the Lease Agreement.
- J. Rent for the seven (7) year (e.g., 84 month) Term under the Lease Agreement was paid in full and in advance with \$1,618,342,84 in proceeds from Former Tenant's sale of the subject property to Landlord, equating to a lease rate of \$19,266 per month. There are no amounts due or owing under the Lease Agreement.

Agreement

In consideration of the mutual covenants contained herein, the sufficiency of which the Parties agree, the Parties amend the Lease Agreement as follows:

1. Recitals Fully Incorporated. The above recitals are fully incorporated herein.
2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Lease Agreement. In the event of a conflict, this First Amendment shall control.
3. Effect of First Amendment. Except as amended by this First Amendment, the Lease Agreement shall remain in full force and effect.
4. Assignment and Assumption of Former Tenant Obligations. Former Tenant is immediately relieved of any future responsibility under the Lease Agreement; however, Former Tenant shall remain liable for any Lease Agreement obligations accrued prior to the Effective Date; provided that Former Tenant assigns all such residual liabilities to Tenant, and Tenant assumes said liabilities of Former Tenant and agrees to defend or extinguish any such liabilities and fulfill Former Tenant's responsibilities in its place. Tenant shall submit copies of all Insurance required in Section 6.1 with the First Amendment naming Landlord as an additional insured.
5. Extended Term and Renewal Terms. The Term shall hereby be extended for six (6) Lease Year(s) beyond its date of expiration, from August 17, 2027, to August 17, 2033 ("First Extended Term"). Tenant shall have the right but not the obligation to three (3) renewals of three additional Lease Years each upon the same terms and conditions (each three-year successive period a "Renewal Term"). Tenant's option to renew shall be exercised by Tenant's written notice to Landlord no less than sixty (60) days prior the expiration of the Term (as renewed) ("Renewal Notice").
6. Rent. Section 3.1 of the Lease Agreement shall be amended with the addition of the following: "Base rent for the Term shall be \$34,000.00 per month ("Base Rent"), payable on

or before the 17th day of each calendar month; provided that, to account for pre-paid rent during the period between the date this First Amendment is made effective and August 17, 2027 (the “Pre-paid Discount Period”), rent for said Pre-Paid Discount Period shall be \$14,734 per month. Monthly rent shall increase by 2.5% for each successive Renewal Term, if exercised.”

7. Continuing Use of Phase 18; Modification of Reclamation Permit. The Parties agree to the extent of Tenant (and subtenant) uses at the Plant 3 Site and Phase 18 as depicted on Exhibit A; provided that, Landlord reserves the right to limit and direct activity on Phase 18 as required to obtain release of Phase 18 from the Reclamation Permit. The Parties therefore agree to seek modification of the Reclamation Permit as may be required (specifically to designate industrial use as post-mining beneficial use where appropriate). Tenant agrees to modify its operations accordingly, for example, if such permit modification is not feasible or specific aspects of the reclamation plan require adjustments to operations. All required engineering or permit modification fees and/or costs related to Tenant’s occupancy shall be split evenly among the Parties. Costs of reclaiming Phase 18 related to Tenant’s occupancy such as, but not limited to, removal of stockpiled materials, invasive weed removal, seeding, mulching, refuse removal, personal property removal, inventory removal and/or demolition of existing structures shall be at the sole cost of Tenant. Parties acknowledge that time is of the essence in addressing the items in this Paragraph and shall immediately begin work to accomplish said items.
8. Access Roads. At a minimum, the Parties agree that current access roads across Phase 18 are essential to reach and operate the Plant 3 Site. Use of such access roads by Tenant and its subtenant will continue for the duration of the Lease Agreement, subject to conditions of Tenant’s wind-up and vacation of the site (see below), unless earlier reclaimed and abandoned pursuant to Section 7 of this First Amendment.
9. Tenant Wind-Up. The Parties acknowledge and reconfirm Tenant’s wind-up obligations pursuant to Section 2.3.2 of the Lease Agreement. The Term (as amended herein) and associated timing of such wind-up obligations are understood to refer to the last Renewal Term as contemplated by this First Amendment and made effective by future acts of the Parties.
10. Notices to Tenant. With regard to tenant notices, Section 11.9 of the Lease Agreement is amended to read:

If to Tenant:

Brannan Sand and Gravel Company, LLC
Attn: J.C. Marvel, Jr., CEO
2500 E. Brannan Way
Denver, CO 80229
e-mail: cmarvel@brannan1.com

With Copies to:

Attn: Jason Donati, VP Ready Mix
2500 E. Brannan Way

Denver, CO 80229
e-mail: jdonati@brannan1.com

Attn: Alex Schatz
2500 E. Brannan Way
Denver, CO 80229
e-mail: aschatz@brannan1.com

11. Memorandum of First Amendment to Lease Agreement. Contemporaneously with the execution of this First Amendment, the Parties agree to execute and record a First Amendment to the Memorandum of Lease in the real property records of Adams County, giving record notice of the Extended Term of the Lease Agreement and the option for Tenant to thereafter extend the duration of the Lease Agreement in accordance with this First Amendment in a form substantially similar to the Memorandum of Lease recorded in connection with the Lease Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be delivered and made effective on the Effective Date above written.

LANDLORD

THE CITY OF BRIGHTON, COLORADO
a Colorado municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Yasmina Gibbons, Deputy City Attorney

TENANT

BRANNAN SAND AND GRAVEL CO., LLC
a Colorado limited liability company

By: _____

Name: _____

Title: _____

FORMER TENANT

READY MIXED CONCRETE COMPANY, LLC
a Colorado limited liability company

By: _____

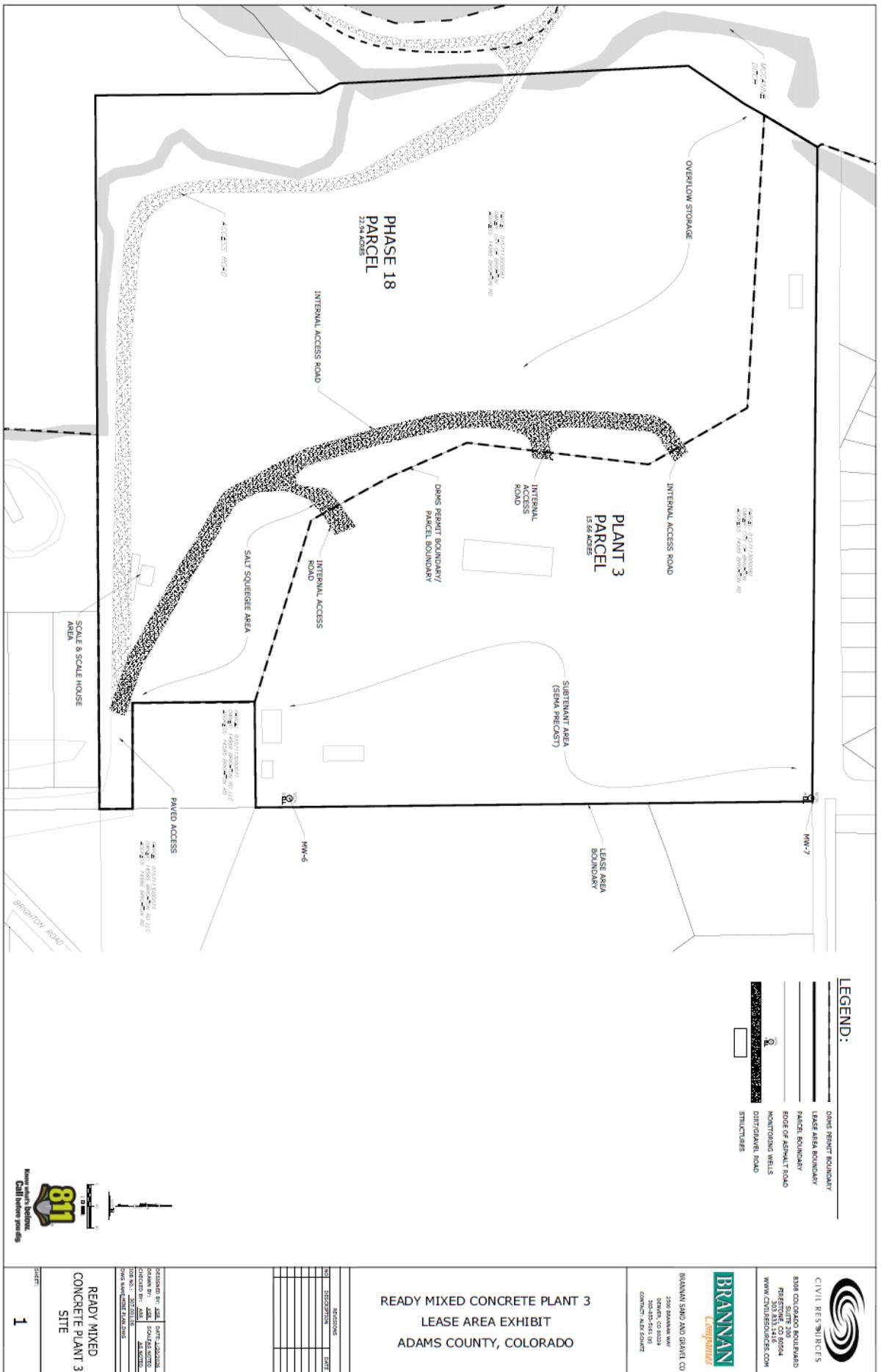
Name: _____

Title: _____

Exhibit A

Functional Diagram – Phase 18 and Plant 3

(Exhibit A begins on following page.)



LEGEND:

- DRAIN PERMIT BOUNDARY
- LEASE AREA BOUNDARY
- PARCEL BOUNDARY
- EDGE OF ASPHALT ROAD
- MONITORING WELLS
- DIRT/GRASS ROAD STRUCTURES



CIVIL RESOURCES
 8388 COLORADO BOULEVARD
 SUITE 200
 FORT COLLINS, CO 80504
 WWW.CIVILRESOURCES.COM



BRANNAN SAND AND GRAVEL CO
 2500 BRANNAN WAY
 DENVER, CO 80233
 PHONE: 303.733.1416
 WWW.BRANNANAGGREGATES.COM

**READY MIXED CONCRETE PLANT 3
 LEASE AREA EXHIBIT
 ADAMS COUNTY, COLORADO**

NO.	DESCRIPTION	DATE

DESIGNED BY: JAL
 CHECKED BY: JAL
 DATE: 10/11/2011
 PROJECT: READY MIXED CONCRETE PLANT 3
 SHEET: 1



Know what's below.
811
 Call before you dig.