Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton Commissioner, District 4

Ed Moreno Commissioner, District 5

> Katherine Miller County Manager

DATE:

August 30, 2018

TO:

Board of County Commissioners

VIA:

Katherine Miller, County Manager

FROM:

Michael K. Kelley, Public Works Department Director RM 9-12-18

ITEM AND ISSUE: BCC Meeting September 25, 2018

Approval Of Water Delivery Agreement No. 2019-0072-PW Between Santa Fe County And Browncastle Ranch/Santa Fe Skies RV Park Of 0.8 Acre-foot Of Water to Meet Anticipated Future Demand. (Public Works/John Dupuis)

SUMMARY:

The Public Works Department is requesting approval of Water Delivery Agreement No. 2019-0072-PW between Santa Fe County and Browncastle Ranch/Santa Fe Skies RV Park (Browncastle) of 0.8 acre-foot to meet anticipated future demand.

BACKGROUND:

Browncastle owns and operates Santa Fe Skies RV Park which consists of 98 spaces, all of which may receive water under this Agreement. Browncastle and the County executed a Customer Contract for Commitment of Water Service on April 14, 1995, Amendment 1 to the Water Contract on November 3, 1995, and Amendment 2 to the Water Contract on December 28, 1999. Under the Water Contract, as amended, the County agreed to provide a total of 5.6 acre feet per year (AFY) to Browncastle. The Browncastle used a total of 6.2 acre-feet in 2017, and therefore, the Parties now desire to increase County water service to the RV Park to a maximum total delivery of 6.4 AFY in accordance with the Water Contract, as amended by this Agreement.

Under the agreement, Browncastle agrees to pay a fee in lieu of purchasing and transferring water rights to the County to back up the additional water delivery at a rate of \$16,000 per acre-foot.

ACTION REQUESTED:

Approval and execution of the Water Delivery Agreement No. 2019-0072-PW.

Attachments:

Customer Contract for Commitment of Water Service

Amendment #1

Amendment #2

WATER DELIVERY AGREEMENT

This Water Delivery Agreement ("Agreement"), effective as of the last date written below ("Effective Date"), is between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and Browncastle Ranch, Inc. ("Browncastle"), a New Mexico corporation whose address is 14 Browncastle Ranch, Santa Fe, New Mexico 87508.

RECITALS

- A. Browncastle owns and operates Santa Fe Skies RV Park ("RV Park"), which is described in the Master Plan/Site Plan of Browncastle Ranch Campground [and] RV Park and the Amended Development Plan, filed as Instrument Nos. 955900 and 1144758, respectively, in the records of the County Clerk. The RV Park consists of 98 spaces and all spaces may receive water under this Agreement.
- B. Browncastle and the County executed a Customer Contract for Commitment of Water Service ("Water Contract") on April 14, 1995, Amendment 1 to the Water Contract on November 3, 1995, and Amendment 2 to the Water Contract on December 28, 1999. Under the Water Contract, as amended, the County agreed to provide a total of 5.6 acre feet per year ("AFY") to Browncastle.
- C. Meter readings indicate that the RV Park used a total of 6.2 acre-feet in 2017, and therefore, the Parties now desire to increase County water service to the Park to a maximum total delivery of 6.4 AFY in accordance with the Water Contract, as amended, this Agreement, and all County ordinances, resolutions, rates, rules, and policies relating to County water service ("County Water Service Policies").
- **D.** John Brown represents that he is the President Majority Shareholder of Browncastle Ranch Inc., CEO of Santa Fe Skies RV Park and that he has authority to enter into this Agreement on behalf of Browncastle.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS**. The Recitals to this Agreement are incorporated into and made a part of this Agreement by reference.

2. WATER DELIVERY.

a. The County shall deliver of up to 0.8 AFY to the RV Park under this Agreement. The point of delivery shall be the RV Park's existing 2" meter. County water shall be used exclusively within the RV Park.

- b. The County shall continue to deliver up to 5.6 AFY to the RV Park under the Water Contract, as amended, such that the County's total delivery obligation to the RV Park under this Agreement and the Water Contract is 6.4 AFY. This Agreement does not amend the Water Contract.
- c. The County's obligation to deliver water to the RV Park under this Agreement shall be contingent on Browncastle's continued compliance with the term of this Agreement, the Water Contract (as amended), and all County Water Service Policies, as such Policies may be amended by the County from time to time.
- 3. **PAYMENT OF WATER RIGHTS FEE**. Pursuant to Resolution 2006-57, a customer must provide the County water rights, or pay a water rights fee, to support the customer's required water delivery, plus 20%. Therefore, pursuant to Resolution 2005-57 and Resolution 2018-12 (establishing a water rights fee of \$16,000 per AFY), within 5 business days after execution of this Agreement, Browncastle shall pay the County \$16,000.00 as a water rights fee.
- 4. **NOTICES.** Notices required under this Agreement shall be provided by first class mail as follows:

To the County:

Santa Fe County Utility Director 424 NM HWY 599, Frontage Road Santa Fe, New Mexico 87507

To Browncastle:

Santa Fe Skies RV Park 14 Browncastle Ranch

Santa Fe, New Mexico 87508

A party may change its address of record under this Agreement by mailing notice of the new address to the other party by first class mail.

- 5. SCOPE OF AGREEMENT. This Agreement constitutes the entire agreement and understanding between the County and Browncastle and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof; *provided*, however, that this Agreement does not amend or supersede the Water Contract, or any amendment of the Water Contract. This Agreement is supplemental to but separate from the Water Contract, as amended.
- 6. **SUCCESSORS**. This Agreement shall be binding on the parties' successors, assigns, and heirs.
- 7. **AMENDMENT.** This Agreement shall not be altered, changed or amended except by an instrument executed by the County and Browncastle.
- 8. **APPLICABLE LAW; VENUE.** This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

- 9. **LIMITATIONS ON COUNTY LIABILITY**. As a political subdivision of the State of New Mexico, any potential liability of the County is limited by state law, including the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. article 9, sections 10 and 14, respectively, and NMSA 1978, Section 37-1-23. Any obligation on the part of the County to expend funds under this Agreement shall be subject to the availability of sufficient appropriations from the Board of County Commissioners.
- 10. NO PARTNERSHIP. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the County and Browncastle.
- 11. **TERMINATION**. Termination of this Agreement shall not relieve Browncastle of its obligation to comply with all federal, state, and local laws applicable to the Subdivision, nor shall termination alter or diminish the County's remedies under such laws.

12. MISCELLANEOUS PROVISIONS.

SANTA FE COUNTY

- 12.1 <u>No Third-Party Beneficiaries</u>. This Agreement may only be relied upon and enforced by the County and Browncastle. There are no third-party beneficiaries to this Agreement.
- 12.2 <u>No Waiver</u>. The Utility's or Browncastle's failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- 12.3 <u>Duplicate Originals</u>. This Agreement shall be executed in duplicate originals.
- 12.4 <u>Compliance with Law</u>. Browncastle shall assure that it, including its employees, contractors and agents, complies with all applicable federal, state, and local laws, regulations, and ordinances in performing this Agreement. Nothing in this Agreement relieves Browncastle of its duty to comply with all such applicable law, including the SLDC.
- 12.5 <u>Counterparts</u>. The Parties may execute this Agreement in counterparts.

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Ву:	Date:	THE STATE OF THE S
Anna Hansen, Chair		
Board of County Commissioners		

ATTEST:	
	Date:
Geraldine Salazar County Clerk	
Approved as to form: R. Bruce Frederick County Attorney	
FINANCE DEPARTMENT APPROVAL: Stephanie S. Clarke County Finance Director	Date: 9/5/18
BROWNCASTLE RANCH, INC.	
By: John Brown Title: Projected	9/11/2018 Date
ACKN	OWLEDGEMENT
STATE OF NEW MEXICO))ss COUNTY OF SANTA FE)	
The foregoing Water Delivery Agreement 2018, by John Brow Ranch, Inc., for and on behalf of said corp.	
Official Seal LORINA A. SANCHEZ Notary Public State of New Mexico My Comm. Expires 108.202	Notary Public
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CUSTOMER CONTRACT FOR COMMITMENT OF WATER SERVICE

This Contract is entered into this _______ day of April, 1995, by and between the Santa Fe County Water Company, a New Mexico non-profit corporation (hereinafter, "Company"), and Browncastle Ranch, Inc., a New Mexico corporation (hereinafter, "Customer").

RECITALS:

- A. The Company is developing a water utility system to serve certain areas of Santa Fe County, New Mexico, and has offered commitments of such service to persons and entities willing to agree to the terms proposed therefor; and
- B. Customer wishes to enter into this Contract for a commitment of water utility service from Company for lands within the Company's service area;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Commitment to Provide Water. For and in consideration of, and subject to, all of the terms and conditions of this Agreement, and Customer's fulfillment of its obligations set forth herein, and for so long as Customer complies with such terms and conditions, Company agrees to provide eight (8) tap(s) (hookups) to its water utility system, each of which shall be provided by means of a 5/8-inch meter, on and within the land described in Exhibit "A", which is attached hereto and incorporated herein by this reference, and will deliver thereby such water as Customer requires, suitable in quality for municipal, domestic and industrial use, and at pressures meeting applicable fireflow requirements; provided, however, that in the event Company's ability to supply water is impaired for any reason beyond Company's control, the amount delivered to some or all of Company's customers may be reduced during such period of impairment, and Company shall have no liability whatsoever for any reduction in deliveries the cause of which is beyond the control of the Company. Company shall, however, make a good faith effort to see that any such reduction in service is shared pro rata among all of its customers, if possible. Subject to the foregoing, and to all of the other terms and conditions set forth herein, it is understood that Company's obligation to deliver water hereunder is not limited in time.
- 2. System Connection Charge. Customer agrees to pay to Company, in consideration of the commitment to provide taps as set forth in Paragraph 1, above, and subject to all of the other terms and conditions hereof, a System Connection Charge in the total amount of \$52,000.00, which amount is calculated on the basis of \$6500.00 per 5/8-inch meter, which sum shall be paid in full by no later than ten (10) days after the execution of this Agreement or this Agreement shall immediately terminate with no further obligation on Company's part. Customer understands that

the System Connection Charge does not include the cost of planning, designing or constructing facilities required for delivering water from Company's trunk lines to Customer's lands, or for distributing water within Customer's lands to the points of ultimate delivery and use, and that such costs shall be determined separately, in accordance with the procedures set forth in Paragraph 4, below.

- County Actions Unaffected. IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY CUSTOMER THAT THIS COMMITMENT BY COMPANY TO SUPPLY THE ABOVE-STATED TAPS DOES NOT IN ANY WAY BIND OR OBLIGATE SANTA FE COUNTY, NEW MEXICO, OR ANY EMPLOYEE, OFFICIAL, BOARD, AGENCY OR OTHER ENTITY THEREOF, TO TAKE ANY ACTION, INCLUDING BUT NOT LIMITED TO ACCEPTANCE OF ANY APPLICATION OR OTHER DOCUMENTS FOR FILING, PROCESSING OF ANY APPLICATION OR PROPOSAL, APPROVAL OF ANY KIND OF LAND USE OR DEVELOPMENT PROPOSAL, ISSUANCE OF ANY LICENSE OR PERMIT, OR ANY OTHER ACTION, WHETHER DISCRETIONARY, MINISTERIAL OR OTHERWISE, WITH RESPECT TO ANY PROPOSAL OR APPLICATION OR OTHER REQUEST BY CUSTOMER OR ANYONE ON CUSTOMER'S BEHALF CONCERNING THE LANDS DESCRIBED IN Exhibit "A", ATTACHED HERETO. CUSTOMER UNDERSTANDS THAT COMPANY IS A NON-PROFIT CORPORATION, CREATED BY BUT SEPARATE FROM SANTA FE COUNTY, AND THAT COMPANY'S UNDERTAKINGS CONTAINED IN THIS AGREEMENT ARE TOTALLY INDEPENDENT OF ANY ACTION OR DECISION-MAKING ACTIVITY OF SANTA FE COUNTY AND HAVE NO BEARING WHATSOEVER UPON THE EXERCISE OF ANY AUTHORITY OR DISCRETION OF ANY COUNTY OFFICIAL, EMPLOYEE, BOARD, AGENCY OR OTHER ENTITY. CUSTOMER IS SOLELY AND FULLY RESPONSIBLE FOR OBTAINING ANY AND ALL LICENSES, PERMITS, APPROVALS OR OTHER ACTIONS REQUIRED BY IT TO ENABLE IT TO UTILIZE THE WATER COMMITTED TO BE DELIVERED BY COMPANY HEREUNDER IN ANY PARTICULAR FASHION, AND NOTHING HEREIN CONSTITUTES A COMMITMENT, PROMISE, ASSURANCE OR OTHER FAVORABLE INDICATION THAT ANY SUCH LICENSE, PERMIT, APPROVAL OR OTHER ACTION WILL IN FACT OCCUR OR BE GRANTED.
- Delivery and Distribution Facilities. Customer understands and agrees that Customer's payment of the System Connection Charge, as set forth in Paragraph 2, above, commits to Customer the number of taps set forth in Paragraph 1, above, but that the cost of the delivery facilities required to deliver water from the Company's trunk line to Customer's land, as described in Exhibit "A", and the cost of distribution lines within Customer's land to the points of ultimate delivery and use, are not included in the System Connection Charge, and Customer's right to receive water from Company is subject to the construction of such delivery and distribution facilities as provided herein. Upon receiving written notification from Customer that Customer has received all necessary land use and development licenses, permits, approvals and other actions by the appropriate authorities, with documentation thereof, entitling Customer to commence construction or development activities on Customer's land to make use of the taps committed hereunder,

Company will design the appropriate facilities (including fire hydrants to meet requirements for fire protection) for delivering water to each planned lot or other connection point within Customer's land requiring water utility service, at the point or points specified by Customer, and shall determine the design, engineering and construction costs therefor (including the cost of any necessary right-of-way acquisition, and any other additional costs to Company due to special conditions involved in providing service to Customer). Company shall work closely with Customer in designing such facilities, so as to accommodate Customer's needs to the extent feasible. Company may, for its own purposes, design the lines larger than necessary for Customer's domestic and fire service requirements, in which case Customer shall not be required to pay the difference between the cost of the lines as designed and Customer's required line size. Customer may request that lines and facilities be designed and built in such a manner so as to serve the future needs of Customer's lands, provided that Customer shall bear the entire additional cost associated with the oversized design and construction, and upon such request the Company shall design and construct such oversized facility. Upon Customer's payment of the costs determined by Company, Company will construct those facilities as designed. Unless Customer shall request and pay for the design and construction of oversized facilities as provided above in this paragraph, Company shall only design and construct such delivery facilities consistent with the land use and development approvals issued by the appropriate officials of Santa Fe County, New Mexico, as shown by an approved and recorded plat or plans and other approval documents. Customer may contract on its own for construction of the delivery and distribution facilities, in accordance with Company's design and engineering specifications, but in that event Company will have full access to the site of such construction at all times to assure that such work is being carried out in compliance with Company's design and engineering standards and specifications, and Company reserves the right to reject any work not meeting such standards. Customer shall in any event be responsible for paying Company all design and engineering costs, including any necessary right-of-way acquisition. Upon their completion, and (if such facilities were not constructed by Company) their formal written acceptance by Company, the delivery facilities shall be formally dedicated to Company and shall thereupon become Company property, up to and including any and all meters. Company may not refuse to design or construct delivery facilities to serve Customer's land, or to deliver water thereby, on the ground that projected revenues from such facilities render such service economically infeasible.

5. <u>Service Charge</u>. Upon Company's written notification to Customer that Company's trunk lines are in service and available to deliver water to Customer's lands, Customer shall become obligated to pay to Company, on receipt of bills therefor, a

monthly Service Charge, based on the Company's standard rate, which as of the date of this Agreement is set at \$28.00 per 5/8-inch meter per month. Charges for actual delivery of water shall be based on the Company's then-current rate structure, and shall be payable by the user of such water.

- 6. <u>Delivery of Water</u>. Upon completion of the delivery and distribution facilities as described in Paragraph 4, above, including the installation of meters, Customer or its transferee shall be entitled to delivery of such water as Customer or its transferee requires, and Company shall make deliveries thereof thereafter, at Company's then-current rates.
- 7. Assignment of Obligations. Customer's rights and obligations hereunder shall be assignable pro rata to any transferee of the lands described in Exhibit "A," or any portion thereof. Company shall be given written notice of any such transfer.
- 8. Company Policies, Rules and Regulations. Service to Customer's lands shall be subject to all of the duly adopted policies, rules and regulations of the Company applicable to water utility service, and those policies and rules and regulations, whether now in force or hereafter to be adopted, as filed at the Office of the County Clerk of Santa Fe County, are hereby incorporated into this Contract as express terms hereof. Such policies, rules and regulations shall treat Customer equally with all other customers of Company in the same class.
- 9. Customer Grants of Right-of-Way. Customer agrees to grant to Company (or to Santa Fe County, New Mexico, as Company shall specify), without charge, any and all easements and rightsof-way reasonably required by Company over and across Customer's lands for design, engineering, construction, installation, operation, maintenance, repair and replacement of Company's water utility system, and other facilities reasonably required by Company for the system (including temporary easements needed for construction purposes), and the delivery and distribution facilities constructed under the provisions of Paragraph 4, above. If required by Company, such grants shall be made through instruments recorded in the office of the Clerk of Santa Fe County. Company agrees that it shall bear all costs of surveying and establishing the locations and descriptions of such easements and rights-of-way, and Customer hereby grants Company reasonable access to Customer's lands for that purpose. Company further agrees to locate its facilities on Customer's lands, to the extent possible from the standpoint of cost and engineering feasibility, in a manner that avoids unreasonable interference with Customer's contemplated uses of its lands, and that complements those contemplated uses, and in accordance with sound construction and engineering standards and practices. Customer also agrees to assist Company in securing other rights-of-way

over land not owned by Customer that are necessary to provide service to Customer. Customer shall not be required to grant easements for the placement, maintenance, repair or replacement of infrastructure which is solely for the purpose of serving persons or entities other than Customer.

- 10. Water Franchise Ordinance. The parties expressly agree that Company's obligations hereunder are subject to and limited by the terms and conditions of the Water Franchise Ordinance adopted by the Board of County Commissioners of the County of Santa Fe, on or about the 13th day of September, 1994, and recorded in the records of Santa Fe County at Book 1108, pages 528-546, which was accepted by Company on or about the 13th day of October, 1994, as the same may be amended from time to time.
- 11. <u>Persons Bound</u>. Except as otherwise set forth herein, the rights, duties, obligations and commitments set forth herein are fully binding upon and enforceable against the parties hereto, their employees, agents, successors-in-interest, heirs and assigns.
- 12. <u>Default</u>. Before Customer or Company shall be in default under this Contract, the party claiming the default shall give thirty (30) days written notice of the claimed default with the opportunity to cure said default.
- 13. Entire Agreement. This document sets forth the entire agreement by and between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or written, by and between the parties or their agents shall be valid or enforceable to add to or alter any term or provision hereof unless expressly set forth herein, nor shall any term or condition of this Agreement be changed or added to in any respect except by a document expressly purporting to amend this Agreement, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the date first stated above.

BROWNCASTLE RANCH, INC.

Bv:

Brown, President

SANTA FE COUNTY WATER COMPANY

Vice-Chairman Board of

Directors

AMENDMENT NO. 1 CUSTOMER CONTRACT FOR COMMITMENT OF WATER SERVICE

This Amendment is entered into this 3rd day of Nwember, 1995, to amend the Contract entered into on 147H day of April, 1995, by and between the Santa Fe County Water Company, a New Mexico non-profit corporation (hereinafter, "Company"), and Browncastle Ranch, Inc., a New Mexico corporation (hereafter "Customer").

RECITALS:

- A. Same.
- B. Same.
- C. This Amendment is entered into to provide more water at an appropriate fees should that water be required for operation of the Customer's facility and should that water be available for delivery when required from the Company.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Commitment to Provide Water. Company agrees to provide up to ten (10) more 5/8" metered taps (3.1 acre-feet additional) upon Customer request contingent upon the availability of said water from the Company. Total water available to the Customer (2.5 acre-feet from initial agreement with an option for 3.1 acre-feet more through this amendment).
- 2. System Connection Charge. Customer agrees to pay \$6500 per additional 5/8" metered tap requested within one year of execution of this amendment, and Customer further agrees to pay \$6500 per additional 5/8" metered tap requested at six (6) percent per annum through a period of one (1) to five (5) years from the execution of this amendment, after which time Customer agrees to pay for any additional requested service under this amendment as would then pertain to other customers of the same class at the terms then published and used by the Company.
 - 3. County Actions Unaffected. Same.
 - 4. Delivery and Distribution Facilities. Same.
 - 5. Service Charge. Same.
 - 6. <u>Delivery of Water</u>. Same.
 - 7. Assignment of Obligations. Same.
 - 8. Company Policies, Rules and Regulations. Same.
 - 9. Customer Grants of Right-of-Way. Same.

Amendment #1 November 3, 1995 Page 2

- 10. Water Franchise Ordinance. The parties expressly agree that Company's obligations hereunder are subject to and limited by the terms and conditions of the Water Franchise Ordinance adopted by the Board of County Commissioners of the County of Santa Fe, on or about the 13th day of September, 1994, and recorded in the records of Santa Fe County at Book 1108, pages 528-546, which was accepted by Company on or about the 13th day of October, 1994, as the same may be amended from time to time; and such other enabling and authorizing documents as may be in force during the life of this contract.
 - 11. Persons Bound. Same.
 - 12. Default. Same.
 - 13. Entire Agreement. Same.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the date first stated above amending the contract entered into between the Company and the Customer on _____ day of April 1995 as set forth above.

SANTA FE COUNTY WATER COMPANY

BROWNCASTLE RANCH, INC.

James E. Corbin, General Mgr.

Florence yuth J. Brown, VP

H.L. "Bud" Hagerman, Chair

10270

AMENDMENT NO. 2 TO CUSTOMER CONTRACT FOR COMMITMENT OF WATER SERVICE

This Amendment is entered into this Aday of April, 1995, by and between Santa Fe County (County), successor in interest to the Santa Fe County Water Company and Browncastle Ranch, Inc., a New Mexico corporation (Customer).

- 1. All references in the Contract referring to the Santa Fe County Water Company shall hereafter refer to Santa Fe County.
- 2. Amendment No. 1 to the Contract, dated November 3, 1995, is hereby repealed.
- 3. The following language shall be added to the end of Paragraph 1, "Commitment to Provide Water":

"By this Amendment No. 2, the County agrees to provide the Customer up to an additional three and one tenth (3.1) acre-feet of water per year subject to all the provisions of this Contract. This increases the amount of water the County agrees to provide the Customer to a total of five and six tenths (5.6) acre-feet of water per year subject to the provisions of this Contract."

4. The following language shall be added to the end of Paragraph 2, "System Connection Charge":

"Customer agrees to pay an additional system connection charge of \$65,000 for the additional water supply as indicated above in Paragraph 1 of this Amendment No. 2. This additional payment shall be made as follows:

- A. Ten percent (10%) of the total additional system connection charge, \$6500, is due at Amendment closing. Closing is defined as approval and signature of Amendment No. 2 by both the Customer and the Board of County Commissioners.
- B. The remaining ninety percent (90%) of the additional system connection charge, \$58,500, to be paid in five equal annual payments calculated using an annual interest rate of eight percent (8%). Each annual payment shall be \$14,651.70 due on the anniversary of the Amendment closing as defined above."
- 5. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first stated above.

BROWNCASTLE RANCH, INC.	
By Deed Ducen	e ⁻
Florenceruth J. Brown, President	
SANTA FE COUNTY	ATTEST:
By Joe S. Griñe Jr., Chairman Santa Fe County Board of Commissioners	Rebecca Bustamante, Count
APPROVED AS TO LEGAL FORM AND SUFFI	ICIENCY:
Denice Brown	72/22/19 Date
Santa Fe County Attorney	
FINANCE DEPARTMENT APPROVAL:	
Katherine Miller, Finance Director	12/20/99 Date

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