

RESOLUTION NO.

09-16

Series of 2009

TITLE: A RESOLUTION APPROVING THE SECOND AMENDMENT TO SAND HILLS ANNEXATION AGREEMENT

WHEREAS, on April 4, 2007, the Board of Trustees entered into an Annexation Agreement for the Sand Hills Annexation that was later amended on February 20, 2008; and

WHEREAS, the Board of Trustees and Cornell Companies, Inc., the owner of the private property within the Sand Hills Annexation (the "Property"), desire to further amend certain provisions of the Annexation Agreement to change the requirement for dedication of raw water with respect to correctional facilities.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town hereby approves the Second Amendment to Sand Hills Annexation Agreement.


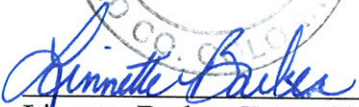
Section 2. The Mayor is hereby authorized to sign the First Amendment to Sand Hills Annexation Agreement on behalf of the Town.

INTRODUCED, READ and PASSED this 3RD day of June, 2009.

TOWN OF HUDSON, COLORADO


Neal Pontius, Mayor

ATTEST:



Linnette Barker, Town Clerk

SECOND AMENDMENT TO SAND HILLS ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO ANNEXATION AGREEMENT (the "Second Amendment") is made and entered into as of the 28 day of May, 2009, by and between WBP LEASING, INC. and CORNELL CORRECTIONS OF CALIFORNIA, INC. (hereinafter collectively referred to as "Property Owner") and the TOWN OF HUDSON, a municipal corporation of the State of Colorado, (hereinafter referred to the "Town").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Weld, State of Colorado, which Property is described in **Exhibit A**, attached hereto and made a part hereof.

B. The Property Owner's predecessor in interest and the Town previously entered into an Annexation Agreement dated April 4, 2007, as amended on March 5, 2008 (together, the "Annexation Agreement").

C. The Town and Property Owner now desire to amend the Annexation Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree as follows:

1. Section 8 Utilities of the Annexation Agreement is amended by adding a subsection k, to read as follows:

8. Utilities.

k. Adequate Water Supply: As part of future development approvals and consistent with § 29-20-301, *et seq.*, C.R.S., the Town will make a determination as to the adequacy of the water supply for the Correctional Facility. Due to the unique nature of the project and to assist in the determination of an adequate water supply, Property Owner will conduct a study to determine the actual water usage of the Correctional Facility during regular operations, including seasonal demand variations and irrigation usage as may be appropriate. The Property Owner shall assure that any study design and assumptions regarding the determination of actual water usage during regular operations are acceptable to the Town in advance of commencing the study. To the extent the findings of the study vary from the water requirements identified in Subsections 8.a.i-iii, above and such study results are determined to be reliable by the Town, the study results will control. Subject to the water supply requirements contained in §29-20-304, C.R.S., should the study find that the actual water usage of the Correctional Facility is less or more than the calculation currently used of 140 gallons per day, per inmate, said usage will be adjusted to either require additional water supply from the Property Owner for the Correctional Facility, or provision for Property Owner to receive a credit for water

OWNER:
CORNELL CORRECTIONS OF
CALIFORNIA, INC.

By: [Signature]
BEN ERWIN, VICE PRESIDENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The above and foregoing signature of Ben Erwin, as Vice President
of Cornell Corrections of California, Inc., was subscribed and sworn to before
me this 28th day of may, 2009.

Witness my hand and official seal.

My commission expires: Dec. 11, 2012



[Signature]
Notary Public

WBP LEASING, INC.

By: [Signature]
BEN ERWIN, VICE PRESIDENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The above and foregoing signature of Ben Erwin, as Vice President
of WBP Leasing, Inc., was subscribed and sworn to before me this 28th
day of may, 2009.

Witness my hand and official seal.

My commission expires: Dec. 11, 2012



[Signature]
Notary Public

EXHIBIT A

Legal Description of the Property

THAT REAL PROPERTY DESCRIBED AS THE WEST ½ OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.