

**FIRST AMENDMENT  
TO  
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

This First Amendment to 2534 – Johnstown Plaza Cost Sharing Agreement (“Amendment”) is entered into effective as of March 23, 2018 (“Effective Date”) by 2534 Master Association, a Colorado nonprofit corporation (“Association”), and Johnstown Plaza LLC, a Kansas limited liability company (“Johnstown Plaza”).

**Recitals**

A. The Association and Johnstown Plaza have previously entered into the 2534 – Johnstown Plaza Cost Sharing Agreement which was recorded with the Clerk and Recorder of Larimer County, Colorado (“Clerk and Recorder”) on February 9, 2016 at Reception No. 20160007752, as supplemented by the Supplement to 2534 - Johnstown Plaza Cost Sharing Agreement recorded with the Clerk and Recorder on April 22, 2016 at Reception No. 20160024642 (collectively, the “Agreement”).

B. The parties wish to amend the Agreement as set forth in this Amendment.

**Amendment**

1. Farmers’ Ditch. The first sentence of Section 5 (Farmers’ Ditch) is amended and restated to read in its entirety as follows:

Pursuant to the Agreement recorded with the Clerk and Recorder on February 15, 2005 at Reception No. 2005-0012435, and the Insurance and Indemnification Agreement recorded with the Clerk and Recorder on February 18, 2014 at Reception No. 20140008053 (such Agreements, together with any future amendments to the Agreements, being collectively referred to as the “Ditch Agreement”), the Owners of the 2534 Property have certain obligations (including, without limitation, payment of maintenance and repair costs) relating to the irrigation ditch (“Ditch”) of The Reorganized Farmers’ Ditch Company, a Colorado mutual irrigation company (“Ditch Company”) which traverses 2534.

2. Additional Signage Provision. The following new Subsection 7.5 is added to Section 7 (Signage and Related Landscaping):

7.5 The two existing 2534 monument signs (“Monument Signs”) shown on the map attached as **Exhibit A** and incorporated by reference will remain in their current location and condition. Johnstown Plaza shall not make any changes or modifications to the Monument Signs. In addition, Johnstown Plaza shall not construct or install any new signs within or adjacent to the Highway 34 right-of-way (including on any property south of Highway 34 owned by the Thompson Crossing Metropolitan District #2), the Thompson Parkway right-of-way and the Larimer Parkway right-of-way, except for (a) such signage as is expressly provided for under Subsections 7.1, 7.2 and 7.3 above, (b) the three pylon signs shown on **Exhibit A**, and (c) signage located on the four Planter Walls and two South Gateway features also shown on **Exhibit A**.

3. Thompson Parkway. A portion of the Thompson Parkway public right-of-way and landscape easement is located within 2534. The improvements located within the Thompson Parkway right-of-way and landscape easement which are subject to this Amendment are all landscaping (including, without limitation, turf, trees, bushes and other plantings), non-potable water irrigation system components, and other improvements located within the areas outlined in red on **Exhibit B**, attached and incorporated by reference (collectively, the "Thompson Parkway Improvements"). The portion of the non-potable water irrigation system which provides or will provide for irrigation of the landscaping within the Thompson Parkway right-of-way may be separately referred to as the "Thompson Parkway Irrigation System." The Thompson Parkway Irrigation System is located north of the two non-potable water meters highlighted on **Exhibit C**, attached and incorporated by reference.

3.1 Thompson Parkway Improvements. As of the Effective Date, Johnstown Plaza shall be solely responsible, at its cost, for maintenance, repair and replacement of all Thompson Parkway Improvements in a manner that complies with all applicable laws, ordinances, regulations, as well as approved plans and specifications, and also complies with the community-wide standards of 2534. In exchange for Johnstown Plaza's maintenance, repair and replacement of all Thompson Parkway Improvements as noted above, the Association will credit Johnstown Plaza \$1,000 per calendar year against the Assessments payable to the Association by Johnstown Plaza under Section 8 of the Agreement, which amount will be prorated on a monthly basis and credited in the amount of \$83.33 per month. The Association shall have no responsibility for maintenance, repair and replacement of the Thompson Parkway Improvements and Johnstown Plaza accepts the Thompson Parkway Improvements in their current condition as of the Effective Date. If Johnstown Plaza fails to comply with its obligations under this **Section 3.1**, the Association may provide notice of default to Johnstown Plaza in accordance with Section 14 of the Agreement and, if Johnstown Plaza does not correct the default within 30 days after the effective date of such notice, the Association may (but is not obligated to) take such action as is necessary to correct the default and bill Johnstown Plaza for the Association's cost of doing so. If such bill is not paid within 30 days after the effective date of such bill determined under Section 14 of the Agreement, then the unpaid balance will accrue interest at 12% per annum from its due date and the Association shall have all collection remedies to collect the unpaid amount as provided for Assessments under Section 8 of the Agreement.

3.2 Thompson Parkway Irrigation System Meters/Water Usage. The Association has installed or will install, and will maintain, repair and replace the meters, valves and other improvements necessary to allow the Association to meter and control water use for irrigation of the Thompson Parkway landscaping through the Thompson Parkway Irrigation System. All costs incurred by the Association for such installation, maintenance, repair and replacement (including, without limitation, the cost of re-routing lines to the Verizon building) are collectively referred to as the "Thompson Parkway Irrigation System Cost." After being incurred by the Association, any Thompson Parkway Irrigation System Cost will be billed by the Association to Johnstown Plaza and payable by Johnstown Plaza to the Association within 30 days after the effective date of such bill as determined under Section 14 of the Agreement. Johnstown Plaza shall be solely responsible to pay the same usage rate paid by all other users of the 2534 non-potable water irrigation system for all water used in the Thompson Parkway Irrigation System. The Association will assess Johnstown Plaza for such water usage cost and that assessment shall be considered part of the Water Assessments under Section 4 of the Agreement. If Johnstown Plaza fails to make timely payment of the Thompson Parkway Irrigation System Cost or water usage cost as referenced in this **Section 3.2**, the Association shall have all collection remedies provided in Section 8 of the Agreement for unpaid Water Assessments and, in addition, following 30 days' prior notice to Johnstown Plaza, the Association may cease delivery of non-potable water to the Thompson Parkway Irrigation System.

4. Repair Work. In connection with its recent construction activities at 2534, Johnstown Plaza has damaged the 2534 non-potable water irrigation system and landscaping on the property owned by the Thompson Crossing Metropolitan District #2 adjacent to Highway 34 (such damage being collectively referred to as the “Damage”). The cost incurred by the Association through November 29, 2017 to repair the Damage is reflected in invoices provided by the Association to Johnstown Plaza and the total cost to repair the Damage through such date is \$10,833.06. Johnstown Plaza shall reimburse the Association for the Association’s cost of repairing such Damage which has been incurred through the above-referenced date within 30 days after the Effective Date. All additional costs to repair the Damage incurred by the Association after the above-referenced date will be reimbursed to the Association by Johnstown Plaza within 30 days after the Association provides Johnstown Plaza with invoices reflecting such additional cost and a bill for such cost. If such bills are not timely paid, the Association shall have all collection remedies for the unpaid repair cost as provided for Assessments under Section 8 of the Agreement as though the unpaid repair cost is part of the Assessments described in Section 8 of the Agreement.

5. No Current Default/Assessments. Other than (a) the Damage referenced in **Section 4** above, (b) Johnstown Plaza’s current obligations for dues payable to the Association, and (c) any amounts that may be currently due under this Amendment, there are not currently any other damages, assessments or amounts due but unpaid by Johnstown Plaza to the Association through the Effective Date of this Amendment.

6. General Default Remedies. If either party defaults on its obligations under this Amendment or the Agreement then, in addition to any other remedies provided in this Amendment and the Agreement, the non-defaulting party shall have all legal and equitable remedies and the defaulting party shall pay all costs and reasonable attorneys’ fees incurred by the non-defaulting party as a result of the default.

7. Definitions. Unless otherwise defined in this Amendment, capitalized words and phrases have the definitions given to them in the Agreement.


8. Inconsistencies. In the event of any inconsistencies between this Amendment and the Agreement, this Amendment shall control.

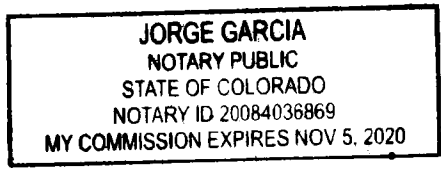
9. Continuing Effect. As amended by this Amendment, the Agreement remains in full force and effect.

*[Signature pages follow]*

**ASSOCIATION:**

2534 Master Association, a Colorado nonprofit corporation

By:   
Todd Williams, President

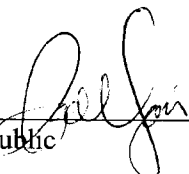


STATE OF COLORADO     )  
  ) ss.  
COUNTY OF LARIMER     )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2018, by Todd Williams, as President of 2534 Master Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/5/20

  
Notary Public

**JOHNSTOWN PLAZA:**

Johnstown Plaza LLC, a Kansas limited liability company

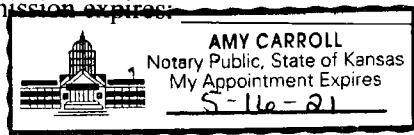
By: *Allen D. Schlup*  
Allen D. Schlup, Authorized Member

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by Allen D. Schlup, as Authorized Member of Johnstown Plaza LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires:



*Amy Carroll*  
Notary Public

**EXHIBIT A TO FIRST AMENDMENT TO  
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

**Map of Signs**

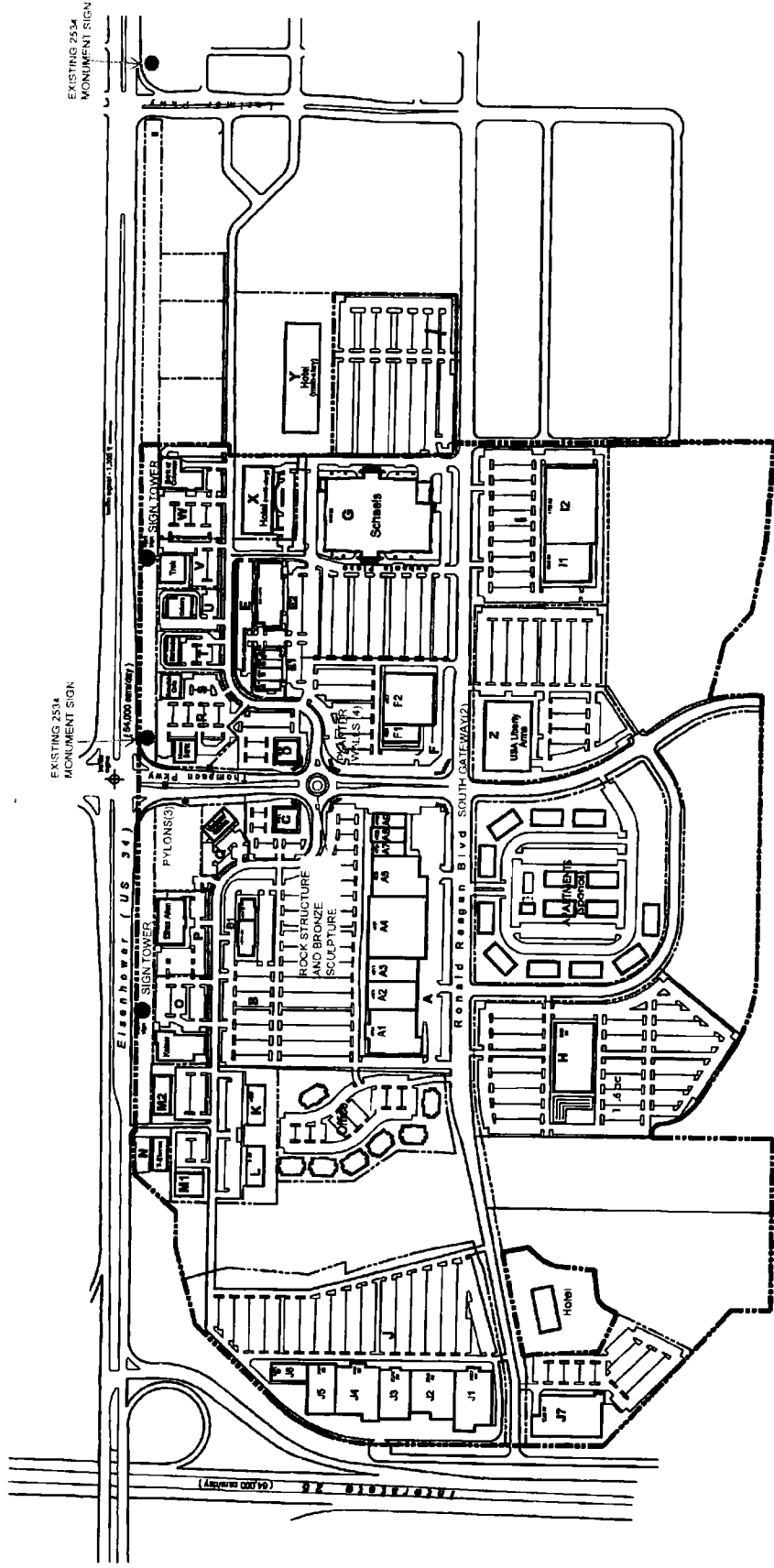


Exhibit A

Monument Signs  
February 10, 2016 north  
Carson Development, Inc  
DeGasperi & Associates Architecture / Point Consulting

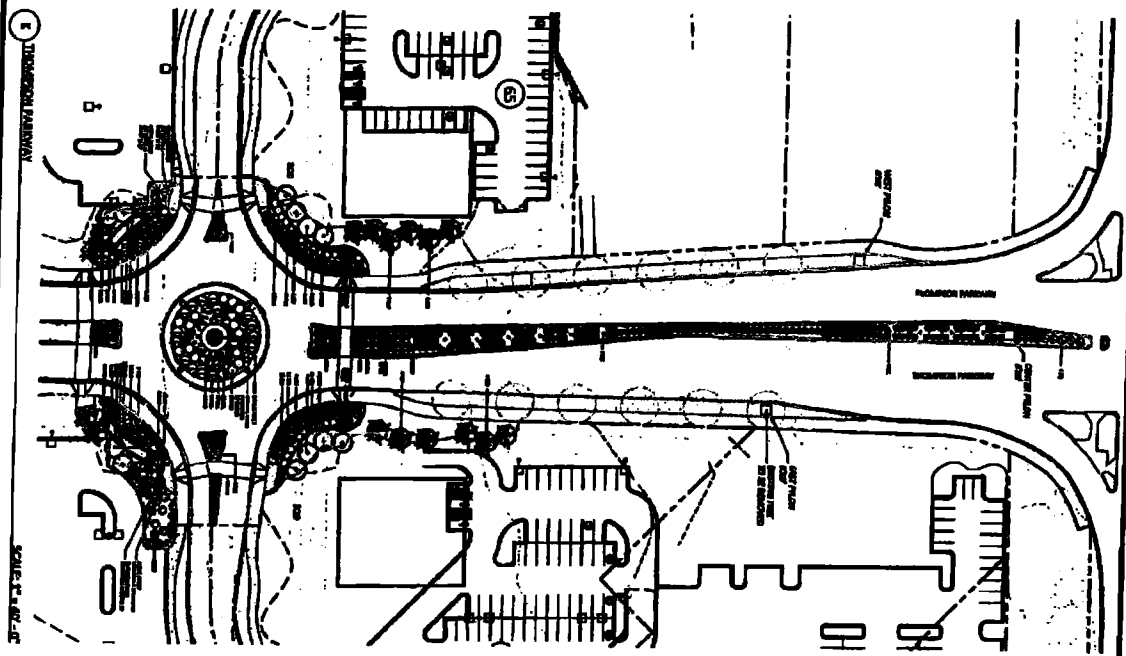
JOHNSTOWN PLAZA  
SEC of I-25 & US 34, Johnstown, Colorado

**EXHIBIT B TO FIRST AMENDMENT TO  
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

**Map of Thompson Parkway Improvements**



**EXHIBIT B**  
**Page 1 of 2**



**PLANTING & LANDSCAPE AT ROUND-A-ROUT**

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**GENERAL NOTES**  
 1. SEE PLAN FOR ALL NOTES.  
 2. ALL PLANTING SHALL BE INSTALLED AS SHOWN.  
 3. ALL PLANTING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.  
 4. ALL PLANTING SHALL BE WATERED REGULARLY THROUGHOUT THE LIFE OF THE PROJECT.  
 5. ALL PLANTING SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION AND MAINTENANCE.

DATE	DESCRIPTION	BY
12/18/14	PROJECT COMMENCEMENT	...
11/18/16	REVISED FOR CONSTRUCTION	...
12/15/16	REVISED FOR CONSTRUCTION	...
03/07/17	REVISED METRO DISTRICT	...

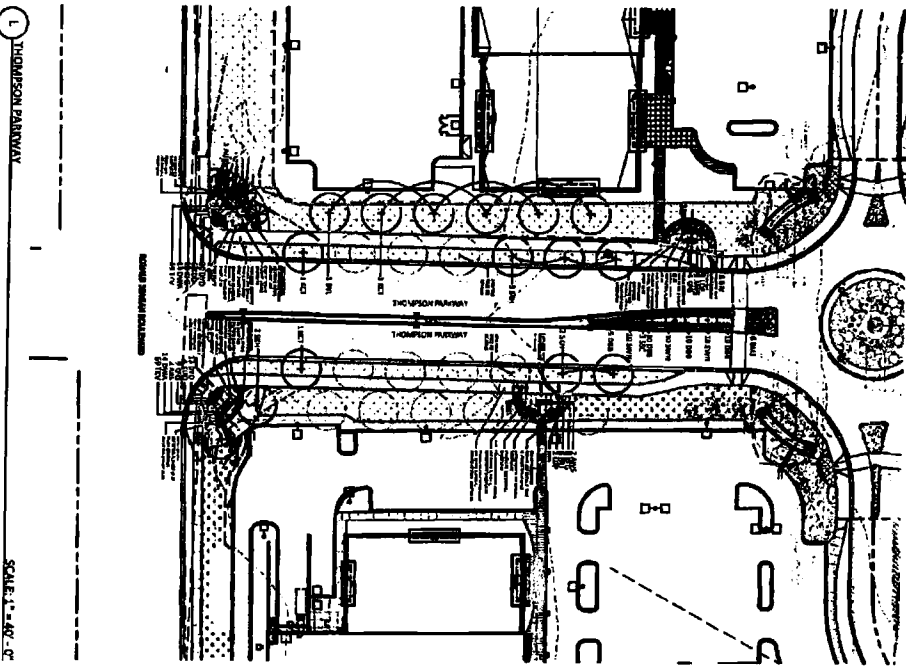
**JOHNSTOWN PLAZA**  
 JOHNSTOWN, COLORADO

**POINT CONSULTING, LLC**  
 5541 S WANGER DE CIRRO  
 SUITE 102  
 LITTLETON, CO 80127  
 720-428-4628  
 www.pcsl.com

PLANNING | ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 LAND SURVEYING



**EXHIBIT B**  
**Page 2 of 2**



**THOMPSON PARKWAY SOUTH OF ROUNDABOUT**

GENERAL NOTES:  
 1. SEE PLAN FOR CONSTRUCTION DETAILS.  
 2. SEE PLAN FOR CONSTRUCTION DETAILS.  
 3. SEE PLAN FOR CONSTRUCTION DETAILS.  
 4. SEE PLAN FOR CONSTRUCTION DETAILS.  
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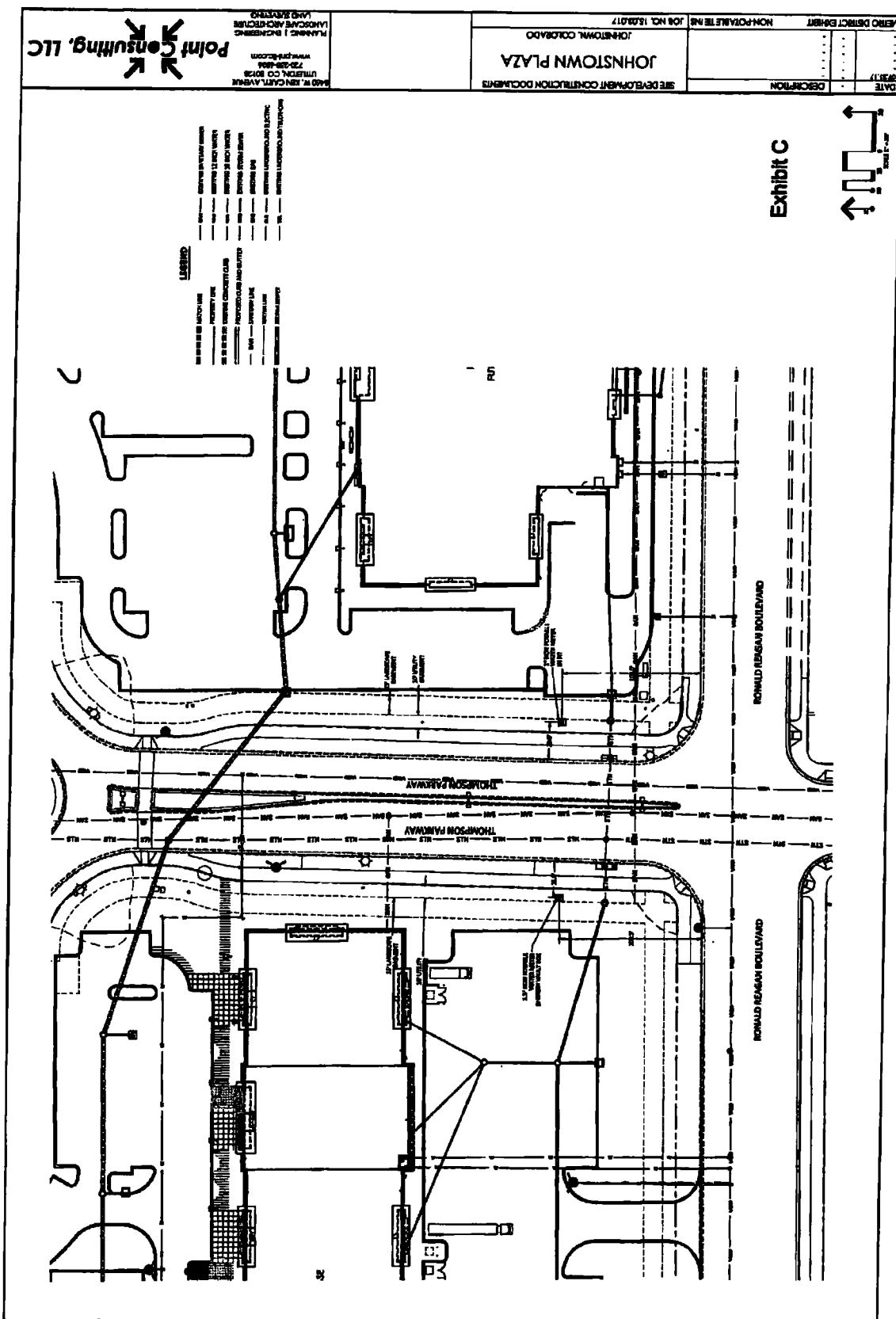
**GENERAL NOTES**

1. SEE PLAN FOR CONSTRUCTION DETAILS.  
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 10. SEE PLAN FOR CONSTRUCTION DETAILS.

DATE	DESCRIPTION	SITE DEVELOPMENT CONSTRUCTION DOCUMENTS	8341 S SANGRE DE CRISTO SUITE 102 LITTLETON, CO 80127 720-559-4334 www.pcl-llc.com
07.13.16	PLAZA LANDSCAPE DRAWINGS	<b>JOHNSTOWN PLAZA</b>	<b>Point Consulting, LLC</b>
09.23.16	ISSUED FOR CONSTRUCTION		
11.07.16	REVISED		
12.12.16	ISSUED FOR CONSTRUCTION		
02.07.17	REVISED METRO DISTRICT		
13.97	LANDSCAPE NOTES	JOHNSTOWN, COLORADO	PLANNING   ENGINEERING LANDSCAPE ARCHITECTURE LAND SURVEYING
		JOB NO. 15.05.017	

**EXHIBIT C TO FIRST AMENDMENT TO  
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

**Map of Thompson Parkway Irrigation System**



Point Consulting, LLC  
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Lafayette, CO 80026  
www.pointconsulting.com  
720-299-8888

UTAH COUNTY RECORDS  
PLANNING & BUSINESS  
LANDSCAPE ARCHITECTURE  
LAND SURVEYING

JOHNSTOWN PLAZA  
JOHNSTOWN, COLORADO  
JOB NO. 1803017  
NON-PORABLE TITLE INS.  
SITE DEVELOPMENT CONSTRUCTION DOCUMENTS

Exhibit C

