

2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT

This 2534 – Johnstown Plaza Cost Sharing Agreement ("Agreement") is entered into effective as of February 5, 2016 by 2534 Master Association, a Colorado nonprofit corporation ("Association"), and Johnstown Plaza LLC, a Kansas limited liability company ("Johnstown Plaza").

Recitals

A. The Association is the governing association for the commercial subdivision commonly known as 2534, Town of Johnstown, Larimer County, Colorado ("2534"). The real property within 2534 is referred to as the "2534 Property."

B. The 2534 Property is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association recorded with the Clerk and Recorder of Larimer County, Colorado ("Clerk and Recorder") on June 16, 2005 at Reception No. 2005-0049299, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association recorded with the Clerk and Recorder on July 24, 2013 at Reception No. 20130056387, the First Declaration of Annexation to 2534 Master Association recorded with the Clerk and Recorder on April 22, 2008 at Reception No. 20080024774, and the Second Declaration of Annexation to 2534 Master Association recorded with the Clerk and Recorder on March 25, 2009 at Reception No. 20090017944 (collectively, the "Declaration").

C. Johnstown Plaza is the owner of the real property described on **Exhibit A**, attached and incorporated by reference ("Johnstown Plaza Property"). Johnstown Plaza may acquire one or more additional parcels of real property ("Supplemental Johnstown Plaza Property") which will become subject to this Agreement as described below, and which property is described on **Exhibit B**, attached and incorporated by reference. As used in this Agreement, the term "Johnstown Plaza Property" includes any portion of the Supplemental Johnstown Plaza Property that has been subjected to this Agreement.

D. The Johnstown Plaza Metro District ("District") is the owner of the real property adjacent to and surrounding the Johnstown Plaza Property which is described on **Exhibit C**, attached and incorporated by reference ("District Property").

E. The Johnstown Plaza Property and District Property were originally subject to the Declaration. By the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for 2534 Master Association ("Second Amendment") recorded concurrently with this Agreement, the Johnstown Plaza Property and District Property both have been deannexed from the Declaration such that the Johnstown Plaza Property and the District Property are no longer subject to the Declaration.

F. As a condition to deannexation of the Johnstown Plaza Property and the District Property from the Declaration, the Association and Johnstown Plaza are entering into this

return to:
✓ Heritage Title Company
2510 E. Harmony Road, Suite 201
Fort Collins, CO 80528

Agreement to share the costs relating to certain 2534 improvements that benefit Johnstown Plaza, and to memorialize their agreements on various related matters.

Agreement

1. **Incorporation of Recitals.** The above Recitals are incorporated into this Agreement as substantive terms.
2. **Retail Road.** The private road within 2534 depicted on **Exhibit D**, attached and incorporated by reference, is referred to as the "**Retail Road.**" The Association will continue to be responsible for maintenance, repair and replacement of the Retail Road (as it is constructed as of the date of this Agreement) from its current or future western terminus and extending east to Larimer Parkway. If Johnstown Plaza enhances any portion of the Retail Road or constructs a western extension of the Retail Road from its current western terminus point, Johnstown Plaza shall be solely responsible for any cost associated with any such enhancement to or future construction of any western extension of the Retail Road (extending west of the current western terminus point shown on **Exhibit D**). The Association's maintenance, repair and replacement costs associated with the Retail Road ("**Retail Road Assessments**") will be allocated based on the gross acreage of the properties adjoining the Retail Road and lying between the Retail Road and Highway 34 on the north, and also lying between the Retail Road and Ronald Reagan Boulevard on the south (such area between Highway 34 and Ronald Reagan Boulevard being referred to as the "**Retail Road Area**"). The share of the Retail Road Assessments payable by Johnstown Plaza will be calculated using the gross acreage of the Johnstown Plaza Property lying within the Retail Road Area, together with gross acreage of the District Property also lying within the Retail Road Area and the gross acreage of the property to be occupied by the Scheels retail store (and any successors to Scheels) (such Scheels property being referred to as the "**Scheels Parcel**").
3. **Landscape Maintenance.** The Association will continue to perform its customary landscape maintenance, repair and replacement responsibilities for the 2534 common areas (including, without limitation, the Highway 34 frontage, medians and parkways throughout the public right-of-way, and open space areas surrounding the irrigation ponds), as it is currently doing in accordance with such standards as may be agreed upon in writing from time to time by the Association and Johnstown Plaza. The Association's costs of doing so (including, without limitation, grounds-care expenses, maintenance expenses, utility expenses, taxes and insurance expenses, and other operating expenses as shown on the Association's typical budget) are referred to as the "**Maintenance Assessments.**" The Johnstown Plaza Property will be assessed by the Association for the same share of the Maintenance Assessments as if the Johnstown Plaza Property was still subject to the Declaration, provided that the gross acreage of the District Property and the gross acreage of the Scheels Parcel shall be added to the Johnstown Plaza Property acreage for purposes of calculating the Johnstown Plaza Property share of the Maintenance Assessments.
4. **Non-Potable Water Irrigation System.** The Association will assess the Johnstown Plaza Property the same usage rates ("**Water Assessments**") as all other users of the 2534 non-potable water irrigation system that will provide irrigation water to the Johnstown Plaza Property, the District Property and the Scheels Parcel. By way of clarification, the Water Assessments for the

Johnstown Plaza Property, the District Property and the Scheels Parcel will be assessed against the Johnstown Plaza Property and payable by Johnstown Plaza. Johnstown Plaza will be solely responsible for all costs associated with installing any on-site irrigation system infrastructure on the Johnstown Plaza Property and the District Property beginning at its point of connection with the main irrigation system line.

5. Farmers' Ditch. Pursuant to the Farmers' Ditch Agreement for 2534 (2015) ("Ditch Agreement") effective [REDACTED], 201[REDACTED] between The Reorganized Farmers' Ditch Company, a Colorado mutual irrigation company "Ditch Company," and the Association, the Association has various maintenance, repair and other obligations relating to the Ditch Company's irrigation ditch ("Ditch") traversing 2534. The Johnstown Plaza Property will be assessed the same share of the Association's Ditch-related costs ("Ditch Assessments") as if the Johnstown Plaza Property was still subject to the Declaration, provided that the gross acreage of the District Property and the Scheels Parcel shall be added to the Johnstown Plaza Property for purposes of calculating the Johnstown Plaza Property share of the Ditch Assessments. In addition, if any obligation of the Association under the Ditch Agreement is breached by Johnstown Plaza, its tenants, agents, contractors, employees or guests or invitees, and the Association makes any payment to the Ditch Company in resolution of such breach, then the Association shall have the right to recover such payment (together with the Association's collection costs, including reasonable attorneys' fees) from Johnstown Plaza.

6. Johnstown Plaza Property and District Property Maintenance. Johnstown Plaza shall be solely responsible for maintenance, repair and replacement of all improvements on the Johnstown Plaza Property, and the District shall be solely responsible for maintenance, repair and replacements of all improvements on the District Property.

7. Signage and Related Landscaping.

7.1 Two existing 2534 multi-tenant signs ("Multi-Tenant Signs") are located along Highway 34 east and west of Thompson Parkway, and are depicted on **Exhibit E**, attached and incorporated by reference. Johnstown Plaza may replace the existing Multi-Tenant Signs with new Multi-Tenant Signs provided that all of the following conditions are satisfied:

7.1.1 There is joint branding of 2534 and Johnstown Plaza on the Multi-Tenant Signs, such as by placing the 2534 logo near the base of the Signs.

7.1.2 Prior written approval is obtained from those tenants currently listed on the Multi-Tenant Signs (if such approval is required).

7.1.3 Prior written approval of the Multi-Tenant Signs is obtained from the Master Association, the 2534 Design Review Committee, and the Town of Johnstown, Colorado ("Town").

7.1.4 Johnstown Plaza obtains from 2534 Retail Phase II, LLC ("Retail II") (as the holder of the easements on which the Multi-Tenant Signs are located and as the entity

that originally paid for the Multi-Tenant Signs) written approval to allow for replacement of the Multi-Tenant Signs.

7.2 Johnstown Plaza may also construct an additional Multi-Tenant Sign ("New Multi-Tenant Sign") within the existing sign easement ("Sign Easement") located along the south side of Highway 34 and depicted on **Exhibit E** provided that all of the following conditions are satisfied:

7.2.1 Prior written approval is obtained from the owner of the Sign Easement, Thompson Ranch Development Company.

7.2.2 There is joint branding of 2534 and Johnstown Plaza on the New Multi-Tenant Sign, such as by placing the 2534 logo near the base of the Sign.

7.2.3 Prior written approval of the New Multi-Tenant Sign is obtained from the Master Association, the 2534 Design Review Committee, and the Town.

7.2.4 Johnstown Plaza agrees in writing to allow use of the New Multi-Tenant Sign by local businesses located nearby.

7.3 Any additional Johnstown Plaza signage located west of Thompson Parkway (other than the currently existing Multi-Tenant Sign) shall be located adjacent to the Interstate 25 right-of-way and south of the Highway 34 interchange at the approximate location shown on **Exhibit E** provided that all of the following conditions are satisfied:

7.3.1 Johnstown Plaza closes on its purchase of the property adjacent to the Interstate 25 right-of-way where the new sign is to be located.

7.3.2 There is joint branding of 2534 and Johnstown Plaza on the new sign, such as by placing the 2534 logo near the base of the sign.

7.3.3 Prior written approval of the new sign is obtained from the Master Association, the 2534 Design Review Committee, and the Town.

7.4 Any new or changed landscaping ("Signage Landscaping") to be done by Johnstown Plaza in connection with any signage referenced above in this **Section 7** must have the prior written approval of the Association, the 2534 Design Review Committee and the Town. The Signage Landscaping will be installed at the sole cost of Johnstown Plaza. Provided that the Signage Landscaping is located on the Common Element Outlots within 2534, the Association shall be responsible for maintenance, repair and replacement of the Signage Landscaping, the cost of which shall be assessed as part of the Maintenance Assessments described in **Section 3** above. Any Signage Landscaping located on property other than the 2534 Common Element Outlots shall be maintained, repaired and replaced by the owner of such property.

8. Payment of Assessments and Collection Remedies. The Retail Road Assessments, Maintenance Assessments, Water Assessments and Ditch Assessments (collectively, the

"Assessments") are billed by the Association monthly and are due and payable by Johnstown Plaza on the first day of each month and considered past due (late) after the 10th day of each month. If Johnstown Plaza does not timely pay any Assessments or any other amounts payable under this Agreement, the unpaid amount shall bear interest from the due date at 12% per annum, Johnstown Plaza shall pay all costs and reasonable attorneys' fees incurred by the Association as a result of the non-payment, and the Association shall have all legal and equitable collection remedies against Johnstown Plaza. In addition, the Association shall have a lien for the unpaid amount, interest, costs, and reasonable attorneys' fees against the Johnstown Plaza Property, that can only be recorded if Johnstown Plaza breaches its payment obligations under this Agreement. To evidence such lien, the Association shall prepare a written statement of lien setting forth the amounts due, the Johnstown Plaza name, and a legal description of the Johnstown Plaza Property and shall mail a copy of the statement of lien to Johnstown Plaza as notice that the lien is being recorded. Such lien shall be signed by an agent of the Association and recorded with the Clerk and Recorder. Such lien shall be prior and superior to all other liens and encumbrances on the Johnstown Plaza Property, except liens for general real property taxes and special assessments, and the lien of any mortgage or deed of trust recorded prior to the date that the lien is recorded. Any lien so recorded may be enforced by foreclosure against the Johnstown Plaza Property in the same manner as the foreclosure of a mortgage under Colorado law. The unpaid amount, interest, costs and reasonable attorneys' fees shall also be a personal debt of Johnstown Plaza, and suit to recover a money judgment for said amount may be maintained in addition to any remedy hereunder, with or without foreclosure or waiver of the lien rights set forth above.

9. Supplements to the Agreement. If Johnstown Plaza acquires title to any Supplemental Johnstown Plaza Property then, concurrently with Johnstown Plaza's closing on such acquisition and prior to recordation of any mortgages and deeds of trust encumbering the Supplement Johnstown Plaza Property, a Supplement to this Agreement ("Supplement") signed by both parties will be recorded with the Clerk and Recorder describing the Supplemental Johnstown Plaza Property and subjecting such Supplemental Johnstown Plaza Property to this Agreement. Thereafter, such Supplemental Johnstown Plaza Property shall be considered a part of the Johnstown Plaza Property referenced in this Agreement and all provisions of this Agreement shall apply to such Supplemental Johnstown Plaza Property. Prior to executing a Supplement, if Johnstown Plaza conveys portions of the Supplemental Johnstown Plaza Property to the District, the conveyed property shall be considered District Property under this Agreement and shall not be considered part of the Supplemental Johnstown Plaza Property. To facilitate timely recording of the Supplement, the parties have also signed, at the time of signing this Agreement, a Supplement for the Supplemental Johnstown Plaza Property based on the projected phasing of Johnstown Plaza's acquisition of different parcels of the Johnstown Plaza Property, which Supplement will be held in escrow pursuant to the parties' instructions pending closings on the Supplemental Johnstown Plaza Property.

10. Recordation. This Agreement shall be recorded with the Clerk and Recorder.

11. Binding Effect/Runs with the Land. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. This Agreement constitutes a covenant against the Johnstown Plaza Property and the Johnstown Plaza Property shall be held, sold, conveyed, transferred, leased, sub-leased or occupied subject to the terms, conditions,

covenants and limitations set forth in this Agreement, which shall run with the Johnstown Plaza Property and shall be binding upon all parties having any right, title or interest in the Johnstown Plaza Property and any portion of the Johnstown Plaza Property. The parties intend that this Agreement be an encumbrance against the Johnstown Plaza Property prior and superior to the lien of any mortgages or deeds of trust encumbering the Johnstown Plaza Property.

12. Governing Law. This Agreement shall be governed by Colorado law.

13. No Waiver. The failure by any party to enforce any provision of this Agreement shall not constitute a waiver of the right to thereafter enforce such provision or any other provision of this Agreement.

14. Notice. Any notice required or permitted under this Agreement shall be in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested to the address listed as the principal address of the party with the Colorado Secretary of State, or (c) sent by an overnight courier service to the address listed as the principal address of the party with the Colorado Secretary of State. If personally delivered, the notice shall be effective upon delivery. If mailed via certified mail, the notice shall be effective three days following deposit in the U.S. mail, postage prepaid. If sent via overnight courier service, the notice shall be effective on the first business day following deposit with such courier. Notice of any address change shall be given as provided above.

15. Headings. Section headings are for convenience of reference and shall in no way define, limit or prescribe the scope or intent of any provision of this Agreement.

16. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may not be changed except by a written document signed by both parties. This Agreement shall be construed according to its fair meaning as if prepared by both parties.

17. Further Assurances. Each party agrees to execute and deliver such additional documents as the other party may from time to time request in order to carry out the intent, and effectuate the provisions, of this Agreement.

18. Third Parties. This Agreement does not create any rights for the benefit of any other persons or entities which are not parties to this Agreement including, without limitation, any governmental authority.

19. Time of the Essence. Time is of the essence of this Agreement.

Effective as of the date set forth above.

[Signature pages follow]

ASSOCIATION:

2534 Master Association, a Colorado nonprofit corporation

By:

Todd Williams
Todd Williams, President

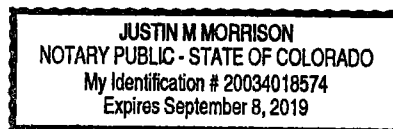
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 2nd day of December, 2015, by Todd Williams, as President of 2534 Master Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

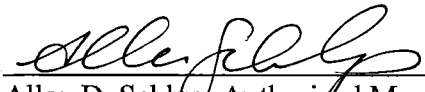
My commission expires: 9/8/19

Justin M. Morrison
Notary Public



JOHNSTOWN PLAZA:

Johnstown Plaza LLC, a Kansas limited liability company

By: 
Allen D. Schlup, Authorized Member

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 30 day of November, 2015, 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: 5-7-17

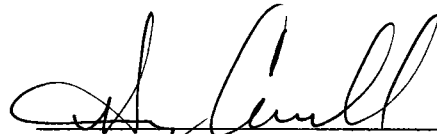

Notary Public



EXHIBIT A TO 2534 - JOHNSTOWN PLAZA COST SHARING AGREEMENT

Building A

Legal Description of Johnstown Plaza Property



A PARCEL OF LAND BEING A PART OF LOT 6, BLOCK 2, 2534, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6 AND CONSIDERING THE WEST LINE OF SAID LOT TO BEAR N 01° 05' 07" E WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE N 30°20'54" E, A DISTANCE OF 142.02 FEET TO THE POINT OF BEGINNING;

THENCE N 00° 28' 41" W, A DISTANCE OF 97.00 FEET;

THENCE S 89° 31' 19" W, A DISTANCE OF 6.00 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 60.00 FEET;

THENCE N 89°31'19" E, A DISTANCE OF 6.00 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 65.00 FEET;

THENCE N 89°31'19" E, A DISTANCE OF 55.01 FEET;

THENCE N 00°28'42" W, A DISTANCE OF 10.00 FEET;

THENCE N 89°31'17" E, A DISTANCE OF 60.00 FEET;

THENCE S 00°28'44" E, A DISTANCE OF 10.00 FEET;

THENCE N 89°31'17" E, A DISTANCE OF 55.01 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 10.00 FEET;

THENCE N 89°28'06" E, A DISTANCE OF 201.00 FEET;

THENCE S 00°28'42" E, A DISTANCE OF 10.19 FEET;

THENCE N 89°31'18" E, A DISTANCE OF 120.00 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 10.00 FEET;

THENCE N 89°31'19" E, A DISTANCE OF 200.00 FEET;

THENCE S 00°28'41" E, A DISTANCE OF 10.00 FEET;

THENCE N 89°31'19" E, A DISTANCE OF 247.00 FEET;

A-1

EXHIBIT A TO COST SHARING AGREEMENT - Building A con't

THENCE S 00°28'41" E, A DISTANCE OF 113.01 FEET;
THENCE S 89°32'31" W, A DISTANCE OF 40.05 FEET;
THENCE S 00°27'18" E, A DISTANCE OF 15.00 FEET;
THENCE S 89°31'19" W, A DISTANCE OF 54.99 FEET;
THENCE N 00°22'50" W, A DISTANCE OF 28.00 FEET;
THENCE S 89°31'18" W, A DISTANCE OF 65.00 FEET;
THENCE S 00°28'41" E, A DISTANCE OF 66.99 FEET;
THENCE S 89°31'18" W, A DISTANCE OF 87.00 FEET;
THENCE S 00°28'41" E, A DISTANCE OF 61.01 FEET;
THENCE S 89°31'19" W, A DISTANCE OF 120.00 FEET;
THENCE N 00°28'41" W, A DISTANCE OF 32.00 FEET;
THENCE S 89°31'19" W, A DISTANCE OF 80.00 FEET;
THENCE N 00°28'49" W, A DISTANCE OF 54.00 FEET;
THENCE S 89°31'19" W, A DISTANCE OF 120.00 FEET;
THENCE S 00°28'46" E, A DISTANCE OF 48.00 FEET;
THENCE S 89°31'19" W, A DISTANCE OF 308.01 FEET;
THENCE S 00°28'42" E, A DISTANCE OF 32.00 FEET;
THENCE S 89°31'17" W, A DISTANCE OF 63.01 FEET TO THE POINT OF BEGINNING;
CONTAINING 170,168 SQUARE FEET OR 3.906 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NO. 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8341 SANGRE DE CRISTO RD, SUITE 102
LITTLETON, CO 80127
(720) 258-6836
CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 6, BLOCK 2, 2534, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6 AND CONSIDERING THE NORTH LINE OF SAID LOT TO BEAR N 89° 30' 41" E WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S 71°11'07" E, A DISTANCE OF 302.67 FEET TO THE POINT OF BEGINNING;

THENCE N 89°31'19" E, A DISTANCE OF 150.00 FEET;

THENCE S 00°28'41" E, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'20" E, A DISTANCE OF 36.00 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 3.79 FEET;

THENCE N 89°26'48" E, A DISTANCE OF 158.67 FEET;

THENCE S 00°28'39" E, A DISTANCE OF 4.00 FEET;

THENCE N 89°31'18" E, A DISTANCE OF 27.00 FEET;

THENCE S 00°28'40" E, A DISTANCE OF 51.67 FEET;

THENCE S 89°31'17" W, A DISTANCE OF 20.63 FEET;

THENCE S 00°28'42" E, A DISTANCE OF 9.00 FEET;

THENCE S 89°31'20" W, A DISTANCE OF 67.46 FEET;

THENCE S 00°28'43" E, A DISTANCE OF 4.00 FEET;

THENCE S 89°31'19" W, A DISTANCE OF 97.58 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 4.00 FEET;

THENCE S 89°31'19" W, A DISTANCE OF 36.00 FEET;

THENCE S 00°28'41" E, A DISTANCE OF 132.33 FEET;

EXHIBIT A TO COST SHARING AGREEMENT - Building B con't

THENCE S 89°31'19" W, A DISTANCE OF 150.00 FEET;

THENCE N 00°28'41" W, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINING;

CONTAINING 44,271 SQUARE FEET OR 1.016 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
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8341 SANGRE DE CRISTO RD, SUITE 102
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CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 5, BLOCK 2, 2534, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5 AND CONSIDERING THE NORTH LINE OF SAID LOT TO BEAR N 89° 31' 15" E WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S 20°53'57" W, A DISTANCE OF 88.45 FEET TO THE POINT OF BEGINNING;

THENCE S 00°28'45" E, A DISTANCE OF 100.00 FEET;

THENCE S 89°31'15" W, A DISTANCE OF 85.00 FEET;

THENCE N 00°28'45" W, A DISTANCE OF 100.00 FEET;

THENCE N 89°31'15" E, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINING;

CONTAINING 8,500 SQUARE FEET OR 0.195 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NO. 38311
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LITTLETON, CO 80127
(720) 258-6836
CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 3, 2534, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 AND CONSIDERING THE WEST LINE OF SAID LOT TO BEAR S 01° 05' 06" W WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE S 10°32'27" E, A DISTANCE OF 232.74 FEET TO THE POINT OF BEGINNING;

THENCE N 89°31'28" E, A DISTANCE OF 85.00 FEET;

THENCE S 00°28'32" E, A DISTANCE OF 100.00 FEET;

THENCE S 89°31'28" W, A DISTANCE OF 85.00 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINING;

CONTAINING 8,500 SQUARE FEET OR 0.195 ACRES, MORE OR LESS.

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CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 2, BLOCK 1, 2534 FILING 11, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE EAST LINE OF SAID LOT TO BEAR N 00° 28' 32" W WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE N 52°20'07" W, A DISTANCE OF 995.84 FEET TO THE POINT OF BEGINNING;

THENCE S 89°31'24" W, A DISTANCE OF 39.00 FEET;

THENCE S 00°28'35" E, A DISTANCE OF 3.79 FEET;

THENCE S 89°23'34" W, A DISTANCE OF 91.42 FEET;

THENCE N 00°28'35" W, A DISTANCE OF 4.00 FEET;

THENCE S 89°31'26" W, A DISTANCE OF 12.00 FEET;

THENCE N 00°28'36" W, A DISTANCE OF 93.42 FEET;

THENCE N 89°31'27" E, A DISTANCE OF 38.00 FEET;

THENCE N 00°28'36" W, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'25" E, A DISTANCE OF 96.42 FEET;

THENCE S 00°28'34" E, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'23" E, A DISTANCE OF 23.00 FEET;

THENCE S 00°28'34" E, A DISTANCE OF 67.42 FEET;

EXHIBIT A TO COST SHARING AGREEMENT - Building E1 con't

THENCE S 89°31'26" W, A DISTANCE OF 15.00 FEET;

THENCE S 00°28'34" E, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINING;

CONTAINING 15,347 SQUARE FEET OR 0.352 ACRES, MORE OR LESS.

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8341 SANGRE DE CRISTO RD, SUITE 102
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CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 2, BLOCK 1, 2534 FILING 11, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE EAST LINE OF SAID LOT TO BEAR N 00° 28' 32" W WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE N 35°16'56" W, A DISTANCE OF 749.04 FEET TO THE POINT OF BEGINNING;

THENCE S 89°31'25" W, A DISTANCE OF 59.00 FEET;

THENCE S 00°28'36" E, A DISTANCE OF 4.00 FEET;

THENCE S 89°31'25" W, A DISTANCE OF 132.67 FEET;

THENCE N 00°28'35" W, A DISTANCE OF 4.00 FEET;

THENCE S 89°31'25" W, A DISTANCE OF 44.00 FEET;

THENCE N 00°28'36" W, A DISTANCE OF 26.00 FEET;

THENCE S 89°31'24" W, A DISTANCE OF 15.00 FEET;

THENCE N 00°28'35" W, A DISTANCE OF 67.42 FEET;

THENCE N 89°31'25" E, A DISTANCE OF 59.00 FEET;

THENCE N 00°28'36" W, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'25" E, A DISTANCE OF 132.67 FEET;

THENCE S 00°28'34" E, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'25" E, A DISTANCE OF 59.00 FEET;

EXHIBIT A TO COST SHARING AGREEMENT - Building E2 con't

THENCE S 00°28'35" E, A DISTANCE OF 93.42 FEET TO THE POINT OF BEGINING;

CONTAINING 24,486 SQUARE FEET OR 0.562 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NO. 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8341 SANGRE DE CRISTO RD, SUITE 102
LITTLETON, CO 80127
(720) 258-6836
CWATSON@PNT-LLC.COM



A PARCEL OF LAND BEING A PART OF LOT 2, BLOCK 1, 2534 FILING 11 AND A PART OF LOT 8, BLOCK 3, 2534, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND CONSIDERING THE EAST LINE OF SAID LOT TO BEAR N 00° 28' 32" W WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE N 85°35'58" W, A DISTANCE OF 841.32 FEET TO THE POINT OF BEGINNING;

THENCE S 89°31'29" W, A DISTANCE OF 58.50 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 26.87 FEET;

THENCE S 89°31'28" W, A DISTANCE OF 59.17 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 40.00 FEET;

THENCE S 89°31'28" W, A DISTANCE OF 120.00 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 7.00 FEET;

THENCE S 89°31'28" W, A DISTANCE OF 68.83 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 144.50 FEET;

THENCE N 89°31'28" E, A DISTANCE OF 68.83 FEET;

THENCE N 00°28'32" W, A DISTANCE OF 7.00 FEET;

THENCE N 89°31'28" E, A DISTANCE OF 122.83 FEET;

THENCE S 00°28'32" E, A DISTANCE OF 7.00 FEET;

EXHIBIT A TO COST SHARING AGREEMENT - Building F con't

THENCE N 89°31'28" E, A DISTANCE OF 114.83 FEET;

THENCE S 00°28'32" E, A DISTANCE OF 218.37 FEET TO THE POINT OF BEGINING;

CONTAINING 53,089 SQUARE FEET OR 1.219 ACRES, MORE OR LESS.

CAMERON M. WATSON, PLS
COLORADO LICENSE NO. 38311
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**EXHIBIT B TO
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

Legal Description of Supplemental Johnstown Plaza Property

2534 Development, Inc.

Lot 2, Block 1, 2534 West First Filing, County of Larimer, State of Colorado, as set forth on the 2534 West First Filing Plat, recorded on March 6, 2009 at Reception No. 20090013831.

Reagan West Properties, LLC

Lot 1, Block 1 and Outlot A,

2534 West First Filing, County of Larimer, State of Colorado, as set forth on the 2534 West First Filing Plat, recorded on March 6, 2009 at Reception No. 20090013831.

Thompson Ranch Development Company

A portion of Block 12, of 2534, located in the Northwest Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and being more particularly described as follows:

Considering the South line of the Northeast Quarter of said Section 15, as bearing South 89°17'00" West and with all bearings contained herein relative thereto:
Commencing at the Southwesterly corner on the West line of Block 12, said point being the **POINT OF BEGINNING**; thence, North 00°20'02" West, 664.22 feet; thence, North 77°39'40" East, 70.15 feet; thence along a curve concave to the South having a central angle of 11°31'41" with a radius of 938.00 feet, an arc length of 188.73 feet, and the chord of which bears North 83°25'31" East, 188.41 feet; thence, North 89°11'22" East, 267.73 feet; thence along a curve concave to the Southwest having a central angle of 90°28'32" with a radius of 10.00 feet, an arc length of 15.79 feet, and the chord of which bears South 45°34'22" East, 14.20 feet; thence, South 00°20'06" East, 466.19 feet; thence along a curve concave to the Northeast having a central angle of 50°25'29" with a radius of 328.00 feet, an arc length of 288.66 feet, and the chord of which bears South 25°32'50" East, 279.44 feet; thence, South 37°29'17" West, 403.62 feet; thence along a curve concave to the Northeast having a central angle of 8°13'24" with a radius of 600.00 feet, an arc length of 86.11 feet and the chord of which bears North 60°41'21" West, 86.04 feet; thence, North 56°34'40" West, 231.13 feet; thence along a curve concave to the East having a central angle of 50°35'36" with a radius of 190.00 feet, an arc length of 167.78 feet and the chord of which bears North 31°16'52" West, 162.38 feet; thence along a curve concave to the Southwest having a central angle of 84°21'02" with a radius of 40.00 feet, an arc length of 58.89 feet and the chord of which bears North 48°09'35" West, 53.71 feet; thence, South 89°39'54" West, 15.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 504,030 square feet or 11.571 acres

AND

CBC 2534 Colorado, LLC

Lot 2, Block 2, Replat of Lot 1, Block 2, 2534 West First Filing and Outlot B, 2534 West First Filing, Situated in the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado.

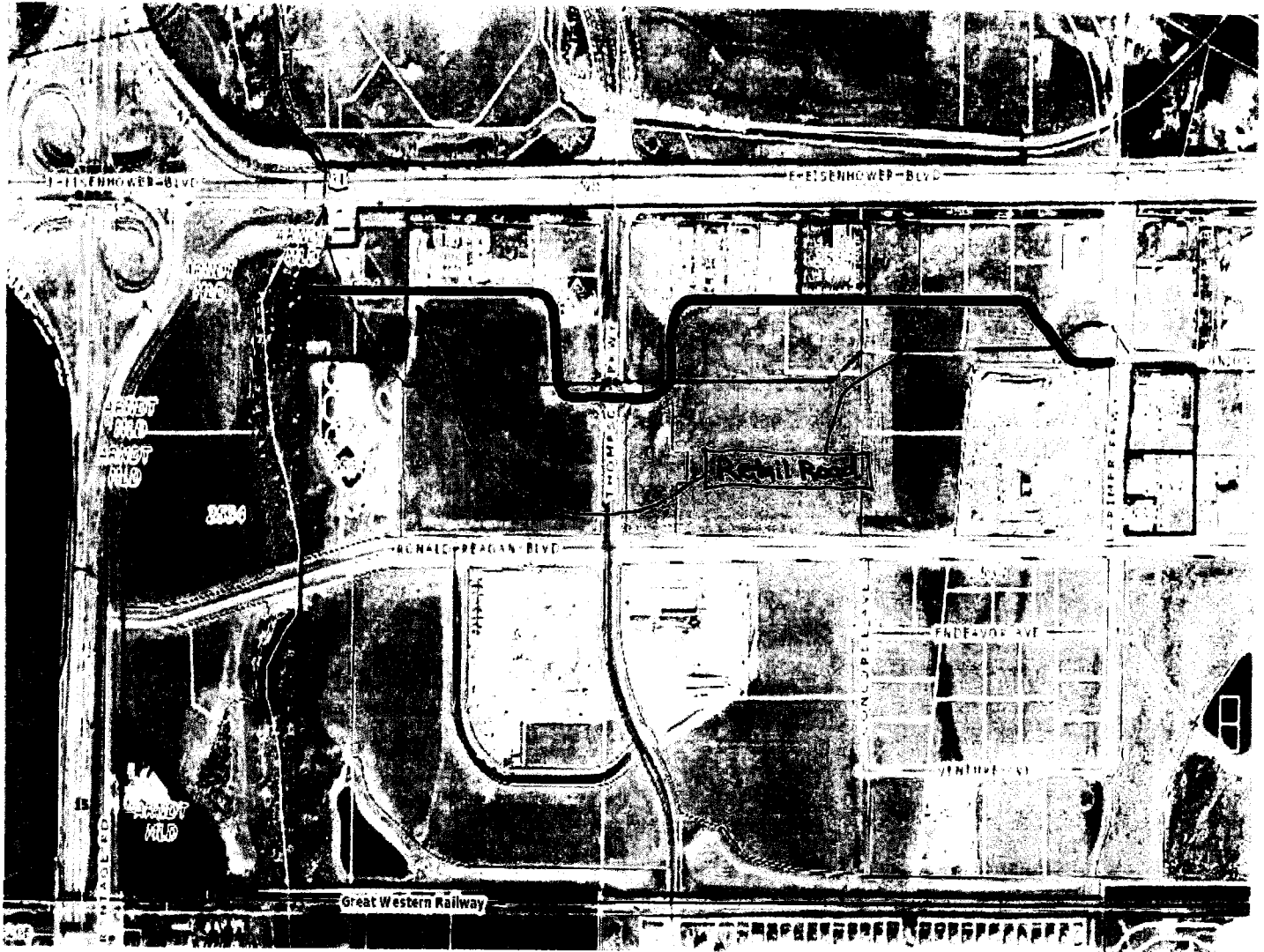
EXCEPT AND EXCLUDING ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY OWNED BY THE JOHNSTOWN PLAZA METRO DISTRICT.

EXHIBIT C
TO
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT
Legal Description of District Property

The legal descriptions set forth on Exhibit C to the Cost Sharing Agreement have been removed from this original for recording purposes, only. The original, unrecorded instrument contains the completed Exhibit C.

**EXHIBIT D
TO
2534 – JOHNSTOWN PLAZA COST SHARING AGREEMENT**

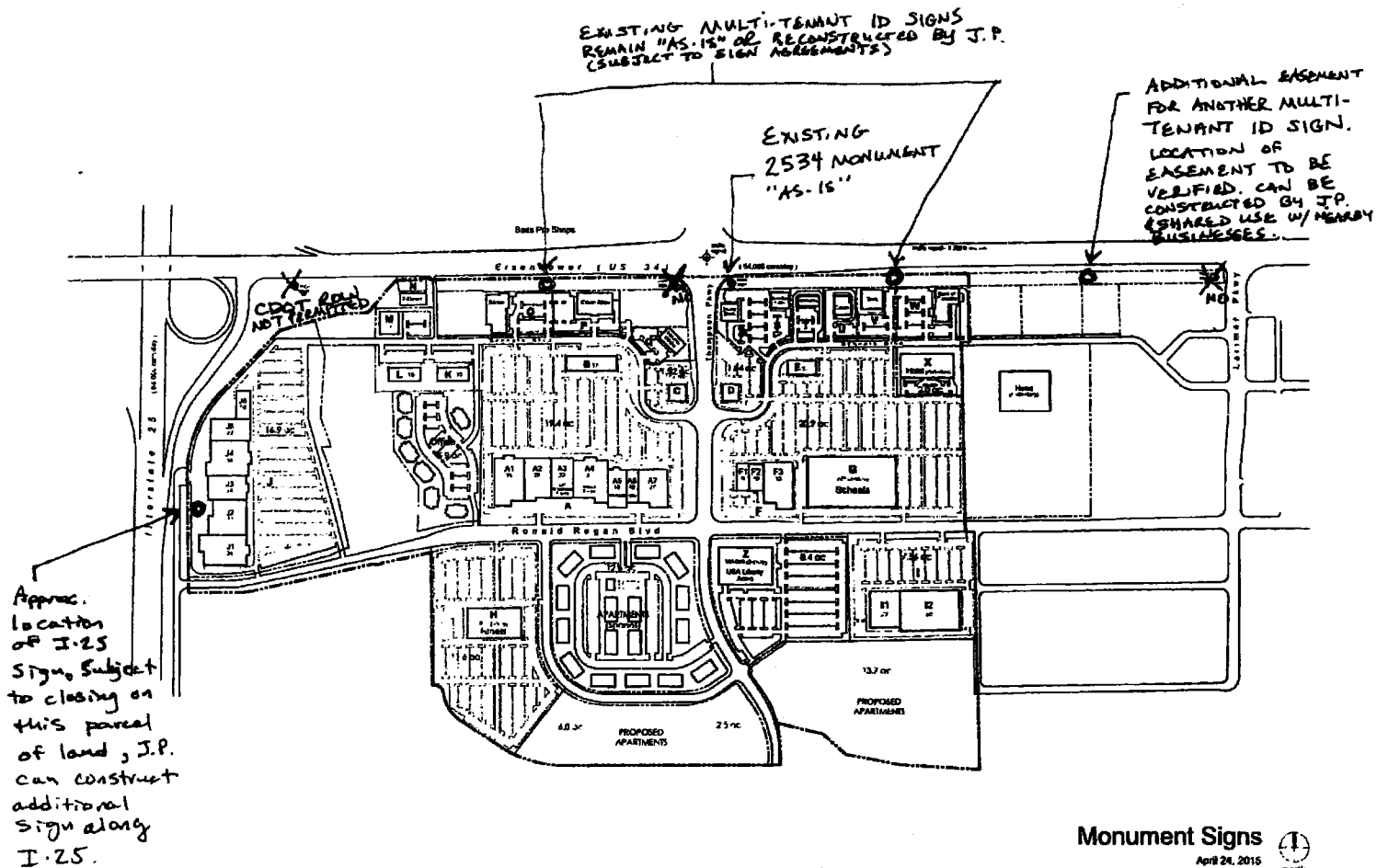
Retail Road Map



25

**EXHIBIT E
TO
2534 - JOHNSTOWN PLAZA COST SHARING AGREEMENT**

Signage Map



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

Monument Signs 
April 24, 2015
Carson Development, Inc
DeGasperi & Associates Architecture / Point Consulting