

**SECOND AMENDMENT TO
WATER AND SEWER SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2020, by and between JOHNSTOWN PLAZA, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as “the Parties.”

RECITALS:

WHEREAS, on or about June 6, 2016, the Parties entered into a Water and Sewer Service Agreement (“WSSA”) for Property being developed as a Shopping Center in the Town; and

WHEREAS, based on the economic benefits, the additional employment and the extraordinary opportunity presented by the location of the Shopping Center in the Town, the Town agreed to allow the Developer to pay cash-in lieu of water dedication for the in-building and outdoor water fountain needs of the Shopping Center; and

WHEREAS, to effectuate the foregoing, the Town set aside shares of the Consolidated Home Supply Ditch and Reservoir Company from the shares owned by the Town and created the Johnstown Plaza Water Bank; and

WHEREAS, the WSSA provided that the Johnstown Plaza Water Bank would terminate on December 31, 2018 and that the water that had not been used by the Developer would revert back to the Town; and

WHEREAS, on December 12, 2018, the Developer requested that the Town extend the Johnstown Plaza Water Bank for two additional years, to and including December 31, 2020, to satisfy the in-building water needs of future tenants in the Shopping Center; and

WHEREAS, based on the Developer’s request, on January 23, 2019, the Town and the Developer entered into the First Amendment to Water and Sewer Service Agreement (“First Amendment”), wherein, in addition to a reduction in the amount of water, the Town extended the Johnstown Water Bank to December 31, 2020; and

WHEREAS, the Developer seeks a second extension of the Johnstown Water Bank, to and including December 31, 2021; and

WHEREAS, given the substantial value that has accrued to the Town by virtue of the Shopping Center, the Town desires to accommodate the Developer’s request and extend the Johnstown Plaza Water Bank to December 31, 2021.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. ***Recitals and Terms.*** The Recitals are incorporated into the Agreement as if fully set forth herein. Capitalized terms used but not defined herein shall have the meaning set forth in the WSSA.

2. ***Extension of the Johnstown Plaza Water Bank.*** The Johnstown Plaza Water Bank, providing water for the in-building water needs of the Shopping Center, shall be extended to, and shall terminate on, December 31, 2021. Water that has not been allocated to the use of Developer pursuant to the terms of the WSSA by December 31, 2021, shall revert back to the Town, shall be available for any and all uses deemed appropriate by the Town and shall not be available for any use by the Developer absent a written amendment to this Agreement signed by the Parties.

3. ***Validity of WSSA.*** Except as expressly modified herein, the WSSA and the First Amendment shall remain in full force and effect

[The remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

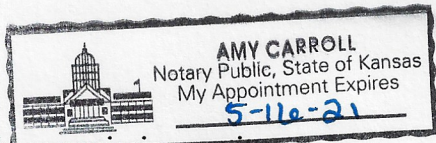
JOHNSTOWN PLAZA, LLC

By: Allen Schlup
Allen Schlup, Managing Member

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

SUBSCRIBED AND SWORN to before me this 14 day of December, 2020,
by Allen Schlup, as the authorized member of Johnstown Plaza, LLC.

WITNESS my hand and official seal.



My commission expires:

Amy Carroll
Notary Public

137 NW 1501 Rd Urich, MO 64788
Address

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor