

WATER AND SEWER SERVICE AGREEMENT (Ledge Rock Center Commercial Phase I)

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2022, by and between LEDGE ROCK CENTER, 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, the Developer is the owner, or anticipated owner, of approximately 48.610 acres of land located in Northeast One-Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, described more particularly on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, the Property is being developed as a destination retail shopping center containing approximately 385,000 square feet of new commercial and retail uses, to be known as Ledge Rock Center Commercial Phase I (“Project”); and

WHEREAS, the Town obtained an analysis from Economic & Planning Systems, Inc., a California corporation, projecting that the Project will provide substantial economic benefits to the Town, including but not limited to, increased sales tax revenues and new employment opportunities; and

WHEREAS, to facilitate the development of the Project, the Developer has requested that the Town grant it the right to use water from the Town’s share of water supplies at the fair market value to serve the in-building water needs of the Project; and

WHEREAS, the Town has an available supply of water to serve the in-building water needs of the Project; and

WHEREAS, the Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado, will obtain the necessary water for irrigation and landscaping and enter into a separate water agreement with the Town related to such water use; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded commercial and retail development through inducements and incentives; and

WHEREAS, based on the anticipated economic benefits, the additional employment opportunities and the extraordinary opportunity presented by the location of the Project in the Town, subject to the terms of this Agreement, the Town Council desires to accommodate the

Developer's request and finds that this Agreement is in the best interests of the citizens of the Town; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning the use of the Town's water for the in-building water needs of the Project, the creation of a water bank, and a commitment by the Town for water and sewer service for the Property.

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.** The Recitals are incorporated into the Agreement as if fully set forth herein.

2. **Creation of a Water Bank.** To facilitate the development of the Project, the Town agrees to allow the Developer to use up to three and six-tenths (3.6) shares of the Consolidated Home Supply Ditch and Reservoir Company (up to 28.8 acre-feet per year) from the shares owned by the Town for the commercial and retail in-building water needs of the Project, pursuant to the terms of this Agreement. The water may not be used for any other purpose. Upon the execution of this Agreement, the water shares shall be set aside and placed into a water bank ("Ledge Rock Center Water Bank"). The Town's Water Engineer shall manage the Ledge Rock Center Water Bank and maintain an accurate accounting of the water that is used and the water that is still available for use by the Developer.

The Ledge Rock Center Water Bank will terminate on December 31, 2025. Water that has not been allocated to the use of the Developer pursuant to the terms of this Agreement by December 31, 2025, shall revert back to the Town, be available for any and all uses deemed appropriate by the Town and not be available for any use by the Developer absent a written amendment to this Agreement signed by the Parties.

Notwithstanding anything contained herein, the Developer shall not be obligated to purchase the right to use water from the Ledge Rock Center Water Bank.

3. **Water Demand and Approval of Water Use.** Prior to the issuance of a building permit for any portion of the Property, the Developer shall submit a preliminary water and sewer demand analysis to the Town in compliance with the Johnstown Municipal Code. The preliminary analysis shall provide an estimated average annual water demand for the in-building needs of such portion of the Property. Upon approval of the preliminary analysis by the Town, the Town agrees to provide the Developer with written authorization to use water from the Ledge Rock Center Water Bank, containing the applicable fees for such use, on the form attached as Exhibit B ("Water Use Authorization"). Each Water Use Authorization that is executed by the Town Manager shall be incorporated herein and become a part of this Agreement as if fully set forth herein.

4. ***Price for Use of Water.*** The Developer agrees to pay the fair market value for the use of the water as determined by the Town Manager. The Developer understands and agrees that the fair market value fluctuates and shall be established by the Town, at its sole discretion, when the Developer submits and the Town approves a preliminary water and sewer demand analysis for any portion of the Property. Payment for the water shall be provided not later than the issuance of a building permit.

5. ***Condition Subsequent; Certificate of Occupancy.*** The Town's grant of the right to use water from the Ledge Rock Center Water Bank to the Developer for the in-building water needs of the Project is subject to the condition that, within one year of the issuance of a building permit, the Developer complete construction of the portion of the Property that is the subject of the building permit and obtain a certificate of occupancy. If the Developer does not obtain a certificate of occupancy within one year, the Town's agreement to allow the Developer to use water from the Ledge Rock Center Water Bank for the portion of the Property that is the subject of the building permit shall terminate. If the failure to obtain a timely certificate of occupancy is the result of excusable delays, as determined by the Town, the Town may, at its sole discretion, extend the time in which the Developer is required to obtain a certificate of occupancy. Upon termination of the right to use water, the Town shall return the funds paid by the Developer for such use without the accrual of interest. The Developer shall thereafter be required, prior to the issuance of a certificate of occupancy for the portion of the Property that is the subject of the building permit, to enter into a new water and sewer service agreement with the Town and dedicate sufficient water to the Town to satisfy the water needs of such portion of the Property. For the purposes of this section, a certificate of completion shall suffice to fulfill the certificate of occupancy requirement.

6. ***Future review of water usage and dedication requirements.*** In accordance with the Johnstown Municipal Code, the Town reserves the right to review actual water usage within the Property, or any portion thereof, at any point in time after water usage has been established to confirm the adequacy of the water demand projections contained in the preliminary analyses. If the Town determines that the preliminary analyses, or any of them, underestimated the actual water demand for the in-building water needs, the Developer shall be required to pay for the use of additional water from the Ledge Rock Center Water Bank, if the Ledge Rock Center Water Bank has not terminated and water is still available, or dedicate additional water to the Town.

7. ***Water and Sewer Taps.*** Prior to or upon the issuance of a building permit, the Developer shall be required to obtain the appropriate water and sewer taps from the Town, per the Town's adopted fee schedule.

8. ***Payment of Water Court Transfer Fees.*** Upon approval of a Water Use Authorization and prior to issuance of a building permit, the Developer shall pay to the Town the water court transfer fees required by the Johnstown Municipal Code. The Water Use Authorization shall contain the water court transfer fee. If the actual water demand increases, additional water court transfer fees shall be required.

9. **Commitment to Provide Water and Sewer.** Subject to the Developer's performance of all the covenants contained herein, the issuance of a Water Use Authorization, payment of all required fees and issuance of a certificate of occupancy, the Town commits to provide to the Property, or any portion thereof, the committed water supply together with the corresponding sewer service.

10. **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, sent by messenger service, or forwarded by electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested. Such notices or communications will be given to the Parties at their addresses set forth below:

If to the Town:

Matt LeCerf, Town Manager
Town of Johnstown
450 South Parish Avenue
P.O. Box 609
Johnstown, CO 80534
mlecerf@johnstownco.gov

With a copy to:

Avi Rocklin, Town Attorney
1437 N. Denver Avenue #330
Loveland, CO 80538
avi@rocklinlaw.com

and

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbs.com

If to the Developer:

Ledge Rock Center, LLC
c/o Michael Schlup
13725 Metcalf Ave.
Overland Park, KS 66223
mikeschlup@corbinpark.com

With a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd PL
Spring Hill, KS 66083
allen.schlup@adschluplaw.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

11. **Default.** In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

12. **Successors and Assigns.** The benefits of this Agreement and the burdens hereunder shall inure to and be binding upon the successors and assigns of the Developer to the extent the successors and assigns occupy the Property.

13. **Amendment or Modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

14. **Attorney's Fees and Costs.** If any judicial proceedings may hereafter be brought to enforce or defend any of the provisions hereof, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

15. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

16. **Headings for Convenience Only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

17. **Non-severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

18. **Choice of Laws and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in the County of Weld, State of Colorado.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

20. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

[The remainder of the page intentionally left blank.]

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

LEDGE ROCK CENTER, LLC

By: Michel Schlup
Michel Schlup, Authorized Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 22 day of September, 2022 by Michel Schlup, as the authorized member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires:



137 NW 1501 Rd Urich, MO 54788
Address

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

**EXHIBIT A
PROPERTY**

LEDGE ROCK CENTER COMMERCIAL PHASE 1

RETAIL EAST (40.78 AC.) – Exhibit A-1 Plat

Tract B and Lots 1, 2, 3, 4, and 5 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, containing approximately 40.78 acres.

-and-

RETAIL WEST (7.83 AC.) – Exhibit A-2 Plat

Lots 2, 3, 4, and 5 of the West Ledge Rock Center Filing No. 1 Subdivision (Rec. 4838311), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, containing approximately 7.83 acres.

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PAGE 2 OF 3

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www.pnt.com



POINT CONSULTING, LLC
8460 W. KEN CARY AVE #101
LITTLETON, CO 80120
720.258.4838
www.pnt.com
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DATE	DESCRIPTION	PLAT EXHIBIT - NORTH PORTION	JOB NO. 21.022
08/24/2022	ORIGINAL PREPARATION		

EXHIBIT A-1

SHEET INDEX:

- SHEET 1: COVER & SUBDIVISION NOTES
- SHEET 2: SUBDIVISION NORTH PORTION
- SHEET 3: SUBDIVISION SOUTH PORTION

ABBREVIATIONS:

SEC. COR.	SECTION	U.S. SURVEY FOOT	
R.O.W.	RIGHT OF WAY	SQUARE FOOT	
REC. NO.	RECEPTION NUMBER	ACRE	
N	NORTH	RADIUS	
E	EAST	DELTA ANGLE	
S	SOUTH	ARC LENGTH	
W	WEST	CHB	CHORD BEARING
FT.	U.S. SURVEY FOOT	CHL	CHORD LENGTH
sq. ft.	SQUARE FOOT		

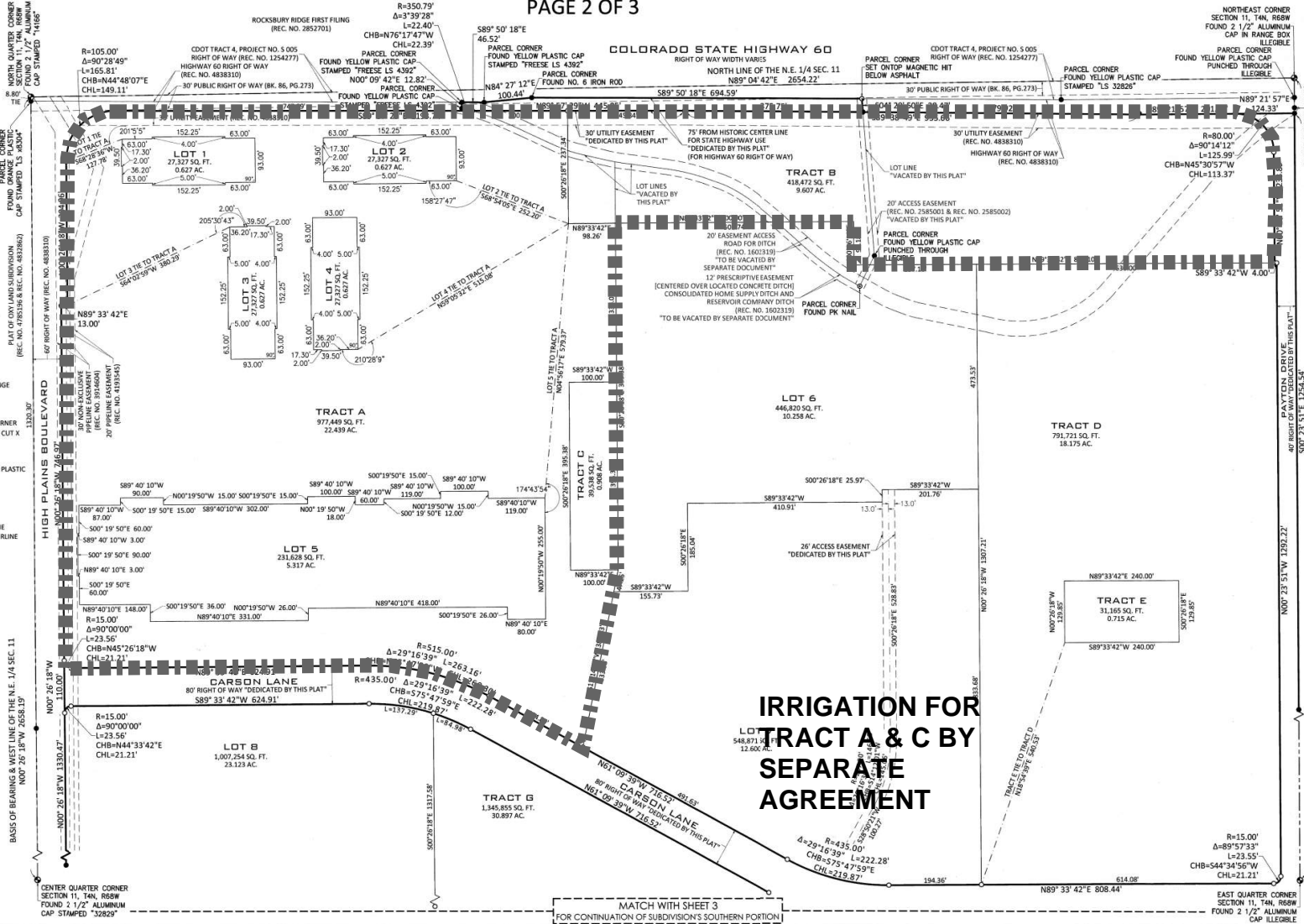
MAP LEGEND:

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR (24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)

- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ACREAGE TABLE

PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.660
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.719
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512



IRRIGATION FOR TRACT A & C BY SEPARATE AGREEMENT

MATCH WITH SHEET 3
FOR CONTINUATION OF SUBDIVISION'S SOUTHERN PORTION

CENTER QUARTER CORNER SECTION 11, TAN, R68W FOUND 2 1/2" ALUMINUM CAP STAMPED "32829"

EAST QUARTER CORNER SECTION 11, TAN, R68W FOUND 2 1/2" ALUMINUM CAP ILLEGIBLE

BASES OF BEARING & WEST LINE OF THE N.E. 1/4 SEC. 11
N00°26'18"W 2658.19'

EAST LINE OF THE N.E. 1/4 SEC. 11
S00°23'51"E 2658.65'

UNINCORPORATED WELD COUNTY ZONING "K"

40' RIGHT OF WAY (REC. NO. 4838310)

40' RIGHT OF WAY (REC. NO. 4838310)

40' RIGHT OF WAY (REC. NO. 4838310)

WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1

A SUBDIVISION OF LOT 2, OF PLAT OF OXY LAND SUBDIVISION, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PURPOSE STATEMENT

THIS PLAT SUBDIVIDES LOT 2, OF PLAT OXY LAND SUBDIVISION.

LEGAL DESCRIPTION:

LOT 2, OF PLAT OF OXY LAND SUBDIVISION, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11 AND ALONG ITS NORTHSOUTH CENTER SECTION LINE 500'26.18"E, A DISTANCE OF 8.80 FEET TO THE NORTHEAST CORNER OF RIGHT-OF-WAY DEED, RECEPTION NUMBER 4690405; THENCE DEPARTING SAID SECTION LINE 566°38'44"W THROUGH AND ACROSS SAID RIGHT-OF-WAY DEED, A DISTANCE OF 256.12 FEET TO THE NORTHEAST CORNER OF LOT 2, PLAT OF OXY LAND SUBDIVISION, RECEPTION NO. 4785196 AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST LINE OF SAID RIGHT-OF-WAY DEED THE FOLLOWING THREE (3) COURSES:

1. S00°10'37"E, A DISTANCE OF 640.44 FEET,
2. N89°59'49"E, A DISTANCE OF 170.82 FEET,
3. S00°26'18"E, A DISTANCE OF 79.69 FEET;

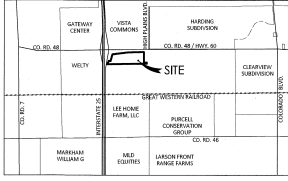
THENCE DEPARTING SAID WEST LINE 589°13'30"W, A DISTANCE OF 2,464.07 FEET TO A POINT ON THE EAST LINE OF THE SAME RIGHT-OF-WAY DEED, RECEPTION NUMBER 4690405;

THENCE CONTINUING ALONG THE EAST AND SOUTH LINES OF SAID RIGHT-OF-WAY DEED THE FOLLOWING SEVEN (7) COURSES:

1. N14°43'11"E, A DISTANCE OF 73.68 FEET,
2. N89°59'43"E, A DISTANCE OF 52.05 FEET,
3. N14°42'47"E, A DISTANCE OF 148.20 FEET,
4. S80°35'23"E, A DISTANCE OF 117.19 FEET,
5. N14°43'18"E, A DISTANCE OF 437.69 FEET,
6. N83°18'36"E, A DISTANCE OF 1,000.90 FEET,
7. N89°59'38"E, A DISTANCE OF 963.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,447,024 SQUARE FEET OR 33.219 ACRES, MORE OR LESS.

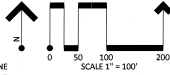
LINE TABLE	TAG #	LENGTH	DIRECTION
L1	80.00'	589°13'42"W	
L2	80.00'	N00°26'18"W	
L3	80.00'	N89°59'42"E	
L4	80.00'	S00°26'18"E	
L5	80.00'	N89°59'18"W	
L6	80.00'	N89°59'42"E	
L7	80.00'	S00°26'18"E	
L8	80.00'	S89°59'42"W	
L9	80.00'	N00°26'18"W	
L10	80.00'	N89°59'42"E	
L11	80.00'	S00°26'18"E	
L12	80.00'	S89°59'18"W	
L13	36.21'	N89°59'42"E	
L14	2.00'	N00°26'18"W	
L15	39.50'	N89°59'43"E	
L16	2.00'	S00°26'18"E	
L17	17.29'	N89°59'44"E	
L18	63.00'	S00°26'18"E	
L19	4.00'	N89°59'42"E	
L20	123.25'	S00°26'18"E	
L21	4.00'	S89°59'42"W	
L22	63.00'	S00°26'18"E	
L23	93.00'	S89°59'42"W	
L24	63.00'	N00°26'18"W	
L25	5.00'	S89°59'42"W	
L26	132.25'	N00°26'18"E	
L27	1.00'	N89°59'42"E	
L28	63.00'	N00°26'18"W	



VICINITY MAP
Scale 1" = 3,300'

MAP LEGEND:

- SET #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVIVS LS 38570"
- FOUND GOVERNMENT CORNER
- * FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- - - - BOUNDARY LINE
- - - - LOT LINE
- - - - ADJACENT BOUNDARY LINE
- - - - RIGHT OF WAY CENTERLINE
- - - - EASEMENT LINE



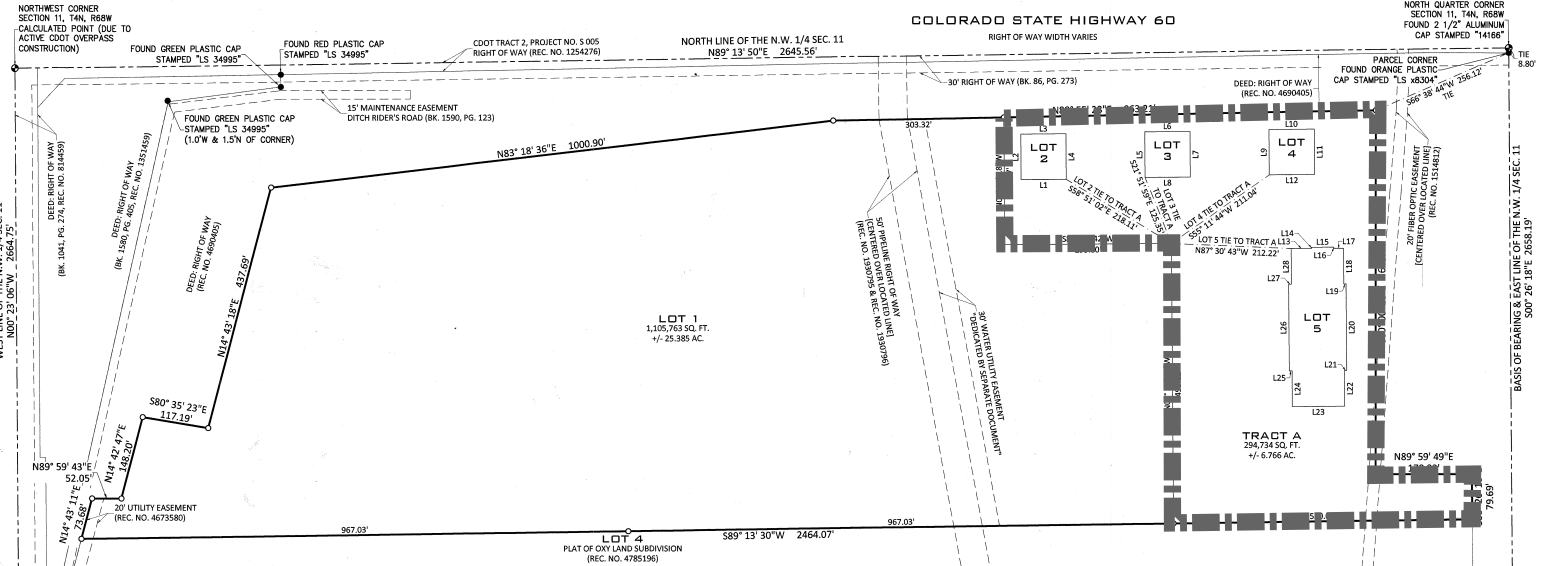
ABBREVIATIONS:

- SEC. SECTION
- COR. CORNER
- R.O.W. RIGHT OF WAY
- REC. NO. RECEPTION NUMBER
- N. NORTH
- E. EAST
- S. SOUTH
- W. WEST
- FT. U.S. SURVEY FOOT
- SQ. FT. SQUARE FOOT
- AC. ACRE
- R. RADIOS
- Δ DELTA ANGLE
- L. ARC LENGTH
- CHB. CHORD BEARING
- CHL. CHORD LENGTH

SURVEYOR'S NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARIES, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY: ORDER NO. FCC218886-3, EFFECTIVE DATE OF DECEMBER 21, 2021 AT 5:00 P.M.
3. PUBLISHED PROPERTY ADDRESS: VACANT LAND, JOHNSTOWN, CO 80534.
4. THE SUBJECT PROPERTY CONTAINS 1,447,024 SQUARE FEET OR 33.219 ACRES, MORE OR LESS.
5. UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET.
6. BASIS OF BEARINGS: BEING THE EAST SECTION LINE OF THE NORTHWEST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS S 00°26'18" E.
7. FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 08069C1405G, WITH AN EFFECTIVE DATE OF JANUARY 15, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION: ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

COLORADO STATE HIGHWAY 60



OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:
LOT 2, OF PLAT OF OXY LAND SUBDIVISION, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

HAS SURVEYED, LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO TRACTS, BLOCKS, LOTS AND OUTLOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1.

EXECUTED THIS 10 DAY OF May, 2022

LEDGE ROCK CENTER, LLC
BY: Michael Schlup
MICHEL SCHLUP, MEMBER

GENERAL PLAT NOTES:

1. FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
2. TRACTS MUST BE REPLATTED WITH THE TOWN OF JOHNSTOWN PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING.
3. LOTS 2, 3, 4, AND 5 REPRESENT BUILDING FOOTPRINTS THAT MAY BE REPLATTED TO FINAL FOUNDATION FOOTPRINT, BASED UPON FINAL JOHNSTOWN-APPROVED FOOTPRINTS AND MAY BE SUBJECT TO MINOR MODIFICATION OF SIZE AND LOCATION AT THE TIME OF REPLAT.
4. TRACT A WILL BE OWNED BY THE APPROPRIATE METRO DISTRICT OR OWNERS ASSOCIATION AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.

NOTARIAL:

STATE OF Kansas
COUNTY OF Johnston
I, Notary Public,
do hereby certify that the foregoing instrument was acknowledged before me this 10 day of May, 2022 A.D.
by Michael Schlup as sole member of Ledge Rock Center, LLC
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-16-25



TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER 2022-34, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE BOARD OF TOWNSHIP ENGINEERS OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 20 DAY OF May, 2022.

BY: [Signature] ATTEST: [Signature]
TOWNSHIP ENGINEER

SURVEYING CERTIFICATE:

I, ADAM R. ZETTELMEYER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 BEING A SUBDIVISION OF LOT 2, OF PLAT OF OXY LAND SUBDIVISION WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS 9th DAY OF MAY, 2022.

ADAM R. ZETTELMEYER, PLS
COLORADO LICENSE NUMBER 38570
FOR AND ON BEHALF OF
POINT CONSULTING, LLC
8460 W KEN CARY, AVE
LITTLETON, CO 80128
(702) 258-6836
azettelme@pnt-llc.com

SEAL



EXHIBIT A-2



POINT CONSULTING, LLC
8460 W KEN CARY, AVE #101
LITTLETON, CO 80128
702-258-6836
www.pnt-llc.com
CIVIL ENGINEERING
PLANNING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

SUBDIVISION PLAT
WEST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 1
JOHNSTOWN, COLORADO

DATE	DESCRIPTION	SHEET 1 / 1
05/02/2022	ORIGINAL PREPARATION	

JOB NO. 21-022

SURVEY PLAT

EXHIBIT B

**WATER USE AUTHORIZATION
NO. ____**

THIS WATER USE AUTHORIZATION supplements and is incorporated into the WATER AND SEWER SERVICE AGREEMENT (“WSSA”) made and entered into on _____, 20__, by and between LEDGE ROCK CENTER, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand. In compliance with the Johnstown Municipal Code, Developer submitted a preliminary water and sewer demand analysis to the Town for the in-building water needs of ____ (legal description and address) _____ (“Subject Property”). The preliminary analysis sets forth an estimated average annual water demand of ____ acre feet per year for the in-building use of the Subject Property (____ SFE). Based on the approval of the Town’s water engineer, the preliminary analysis is hereby accepted by the Town as follows:

Development	Demand (AF/YR)	Consumption (AF/YR)
In-Building Use		

The foregoing water demand will be satisfied by the use of ____ shares of the Consolidated Home Supply Ditch and Reservoir Company from the Ledge Rock Center Water Bank. Pursuant to Paragraph 6 of the WSSA and the Johnstown Municipal Code, the water demand set forth herein is subject to subsequent adjustment based on the actual water usage.

2. Price for Use of Water. Pursuant to Paragraph 4 of the WSSA, the price for the use of the ____ acre feet per year is \$ ____ dollars (\$ ____ .00).

3. Water Court Transfer Fee. Pursuant to Paragraph 8 of the WSSA and the Johnstown Municipal Code, the water court transfer fee for the Subject Property is \$ ____ dollars (\$ ____ .00).

4. Surplus Credit. The Ledge Rock Center Water Bank contains the following surplus water credit:

Water Use Credit:	_____	acre-feet
LESS Estimated demand:	_____	acre-feet
Net current surplus credit:	_____	acre-feet

Dated: _____, 20__.

By: _____
Matthew LeCerf, Town Manager

Accepted by Ledge Rock Center, LLC
By: _____
_____, Authorized Member