

**FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II)**

THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT (“First Amendment”) is made and entered into this ___ day of _____ 2023, by and between **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipality (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

RECITALS

WHEREAS, on or about February 22, 2023, the Parties entered into that certain Water and Sewer Service Agreement (Ledge Rock Center Multi-Family North Phase I & II) (“Agreement”); and

WHEREAS, the Agreement provides that, within ten days of the execution of the Agreement, Developer shall pay the Town cash-in-lieu for a proportional share of the planned West Johnstown Water Tank in the amount of Three Hundred Three Thousand, Six Hundred Ten Dollars (\$303,610.00) (“Water Tank Fee”); and

WHEREAS, the Developer requests that the Town accept the Water Tank Fee in two equal installments, one upon execution of the Agreement and one prior to the issuance of building permits for Phase II of the Development; and

WHEREAS, the Town desires to approve the Developer’s request; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Amendment. Paragraph 7 of the Agreement is hereby deleted in its entirety and in its place inserted the following:

7. West Johnstown Water Tank. The Developer agrees to pay the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of \$970.00 per SFE, multiplied by the Development’s total demand of 313 SFEs, for a total of payment of Three Hundred Three Thousand, Six

Hundred Ten Dollars (\$303,610.00) (“Water Tank Fee”). On or before May 16, 2023, Developer shall pay fifty percent (50%) of the Water Tank Fee in the amount of One Hundred Fifty-One Thousand Eight Hundred Five Dollars (\$151,805.00). Prior to the release of building permits for Phase II of the Development, Developer shall pay the remaining fifty percent (50%) of the Water Tank Fee in the amount of One Hundred Fifty-One Thousand Eight Hundred Five Dollars (\$151,805.00).

3. Effect of Amendment. Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the set forth above.

LEDGE ROCK CENTER, LLC, a Kansas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Water and Sewer Service Agreement (Ledge Rock Center Multi-Family North Phase I & II) was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

Date: _____

By: _____
Troy Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk