

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR TOWN OF JOHNSTOWN
(ENCORE JOHNSTOWN)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **Encore HoldCo, LLC**, a Colorado limited liability company (“Developer”).

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Encore Johnstown (“Development”); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Final Plat”); and

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2024-_, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 “**Approved Plans**” shall mean: (1) with respect to the Public Improvements, the approved “Civil Engineering Construction Plans” related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved “Development Plan” related to the Development and on file with Town.

1.2 “**Civil Engineering Construction Plans**” shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.3 “**Code**” shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 “**Developer**” shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 “**Development**” shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.6 “**Development Plan**” shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 “**Dry Utilities**” shall mean electricity, natural gas, cable, fiber, and telephone.

1.8 “**Maintenance Guarantee**” shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.9 “**Notice of Construction Acceptance**” shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.10 “**Notice of Final Acceptance**” or “**Final Acceptance**” shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.11 “**Private Improvements**” shall mean, without limitation, the construction, installation and improvement of private but commonly owned and maintained (through owner’s

associations or Metropolitan Districts) improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes. The terms Private Improvements is not intended to reference improvements owned and maintained by an individual lot owner, which are required for site plan approval and development of that owner's lot.

1.12 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.13 **“Performance Guarantee”** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.14 **“Subdivision Improvements”** shall mean the Public Improvements and Private Improvements.

1.15 **“Town”** shall mean the Town of Johnstown, Colorado.

1.16 **“Town Manager”** shall include the Town Manager and such person's authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a **Engineering Services**: Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b **Civil Engineering Construction Plans**: Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans

without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 Construction of Public Improvements

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all

materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within an 800-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 **Engineer's Opinion of Cost and Construction Schedule:** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 **Completion of Construction:** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction for each phase of the of the Development approved by the Town, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. Private Improvements

3.1 **Pre-Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry- way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not

apply to homeowner improvements, i.e., privacy fencing, front and back yard landscaping, which are anticipated to be installed by homeowners.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. Dry-Utilities

4.1 **Utilities:** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 **Easements:** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 **Notice of Construction Acceptance:** Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been, or will be paid in full, prior to the issuance by the Town of a Notice of Construction Acceptance of the Public Improvements, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects

and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and the Town's written approval of the Private Improvements.

52 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the landscaping installed as part of the Private Improvements are satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

53 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

54 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within thirty (30) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived, and unless the Developer undertakes immediate repairs for such emergency, the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the

foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

55 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

56 ***Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance, Developer shall delegate maintenance of applicable Private Improvements and restrictive covenant enforcement to the Encore on 34 Metropolitan District No. 1 (the "District").

57 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 When required by the Town upon written notice to Developer and, in any event, prior to the issuance of Notice of Construction Acceptance, the Town and Developer or the District shall enter into a Water Service Agreement for the common area irrigation needs of the Development, setting forth their agreement concerning water rights dedication, preliminary projections of water demand and a commitment by the Town for water service to satisfy the common area irrigation needs of the Development. The Water Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 Prior to site plan approval of a lot, the Town and the owner of the lot shall enter into a Water and Sewer Service Agreement, setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.3 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.4 The District shall own and maintain the stormwater infrastructure for the Development. Developer or the District shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, the District shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for individual lots in the Development until the following has been satisfied for the applicable lot: (1) a Final Plat has been recorded with the Larimer County Clerk and Recorder creating such lot; (2) the party seeking the building permit has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J associated with the applicable lot; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the party seeking a building permit has entered into a Water and Sewer Service Agreement for the subject lot and, if required by the Town, Developer or the District, as the case may be, has entered into a Water Service Agreement for the common area irrigation needs of the Development; (7) the District has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) all other obligations of Developer under the terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales. Such early building permits must be sought by or approved in writing by Developer or its direct assignee of such right to approve, except that the Town shall have no obligation or responsibility for ensuring that an applicant for an early building permit obtained

Developer approval and no liability whatsoever for the issuance of a building permit without Developer approval.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the District. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self-insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list

the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

103 ***Drainage Liability:*** Drainage from the Property was historically intercepted on its way to the Big Thompson River by the Greeley-Loveland Canal and Farmers Ditch. To address ditch company concerns regarding future drainage entering the ditches, Developer is relying upon a different drainage easement it acquired to deliver drainage directly to the Big Thompson River. Notwithstanding, Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. Developer will first be given the opportunity to address any such drainage issues if it so desires, but Developer will indemnify the Town to the extent it does not resolve the issue. In addition, Developer shall reimburse the Town for reasonable all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

104 ***Tax Liability:*** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

105 ***Use Tax:*** Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

105 ***Cost Reimbursement to Town:*** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

106 ***Colorado Governmental Immunity Act:*** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, its employees, or agents, or any other person acting on behalf of the Town and, in particular, the governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete or remove such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of undertaking such work and give notice to Developer to pay such cost estimate. The Town shall use such payment for construction or removal of said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, Developer shall remain responsible for the Subdivision Improvements, unless, prior to the transfer or the sale, a written agreement delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved by the Town in writing.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **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, when sent by messenger service, or when 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, postage prepaid and addressed as follows:

TO DEVELOPER:

Encore HoldCo, LLC. Attention: Roy Bade Copy:
Courtney Crump
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com Email:
Courtney.Crump@caliberco.com

COPY TO:

Coan, Payton & Payne, LLC
Attention: G. Brent Coan
Copy: Amanda Huston
103 West Mountain Avenue, Suite 200
Fort Collins, CO 80528
Email: gbcoan@cp2law.com
Email: ahuston@cp2law.com

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish Avenue
P. O. Box 609 Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

COPY TO:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC 1437 N. Denver
Avenue, No. 330
Loveland, CO 80538 Email: avi@rocklinlaw.com

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, 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.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

13.10 ***Warranty of Developer:*** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 **Governing Law and Venue.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Larimer, State of Colorado.

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings about subject matter contained herein. Any amendment to this Agreement must be in writing and signed by the parties. Notwithstanding the foregoing and to the extent not inconsistent with the terms of this Agreement, the Annexation Agreement dated March 20, 2006, and recorded in the real property records of Larimer County at Reception No. 2006-0027835, shall survive and shall not be deemed to merge with or be superseded by this Agreement.

13.14 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 **No Third-Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

13.17 **Headings.** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

[Signatures begin on following page.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ___ day of _____, 2024.

Encore HoldCo, LLC
a Colorado limited liability company

By: Encore ManageCo, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: 
Name: Jennifer Schrader
Its: President


STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of January, 2024, by Jennifer Schrader, authorized signer, Encore HoldCo, LLC.

Witness my hand and official seal.

My commission expires: March 21, 2027





Notary Public

APPROVED AS TO FORM AND AGREED UPON WITH RESPECT TO THE DISTRICT OBLIGATIONS CONTAINED THEREIN:

ENCORE ON 34, METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____,
Officer of the District

ATTEST:

By: _____,
Secretary

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR
THE TOWN OF JOHNSTOWN (ENCORE JOHNSTOWN)**

EXHIBITS TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Engineer's Opinion of Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

ENCORE FILING 1 - LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH HALF (S 1/2) OF SECTION TWELVE (12), TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS OF LAND DESCRIBED IN THE DEEDS APRIL 11, 1934 IN BOOK 637 AT PAGE 458 AND RECORDED MARCH 25, 1974 IN BOOK 1593 AT PAGE 944 AND RECORDED MAY 5, 2008 AT RECEPTION NUMBER 20080028419 AND RECORDED NOVEMBER 17, 2008 AT RECEPTION NUMBER 20080071355 AND RECORDED MAY 7, 2012 AT RECEPTION NUMBER 20120029968 AND RECORDED NOVEMBER 26, 2012 AT RECEPTION NUMBER 20120083353 OF THE LARIMER COUNTY RECORDS, COUNTY OF LARIMER, STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS. 8512000002 AND 8512300012

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, WHICH IS ASSUMED TO BEAR N88°54'02"W.

COMMENCING AT THE EAST QUARTER OF SAID SECTION 12;

THENCE N88°54'02"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING.

THENCE S00°51'45"W, ON SAID WEST RIGHT-OF-WAY, A DISTANCE OF 812.58 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 20040122912 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

1. THENCE N89°08'16"W A DISTANCE OF 269.54 FEET;
2. THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING OF N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
3. THENCE N74°51'50"W A DISTANCE OF 414.52 FEET;

4. THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING ON N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
5. THENCE N89°08'16"W A DISTANCE OF 251.90 FEET;
6. THENCE S00°51'44"W A DISTANCE OF 1,195.51 FEET;
7. THENCE N77°48'41"W A DISTANCE OF 92.22 FEET;
8. THENCE N77°14'18"W A DISTANCE OF 256.48 FEET;
9. THENCE N76°47'46"W A DISTANCE OF 250.12 FEET;
10. THENCE N76°39'32"W A DISTANCE OF 207.76 FEET;
11. THENCE N79°36'13"W A DISTANCE OF 119.72 FEET;

THENCE N01°05'58"E A DISTANCE OF 1,660.09 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 1,792.05 FEET; TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AS "GAS OPERATIONS AREA 1" IN RECEPTION NUMBER 20080028416 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE.;

THENCE S00°51'44"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 294.00 FEET;

THENCE SOUTH 88°54'02" EAST A DISTANCE OF 297.99 FEET;

THENCE ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 213.89 FEET, A RADIUS OF 484.00 FEET, A CHORD BEARING OF NORTH78°26'21"EAST AND A CHORD OF 212.15 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 15.68 FEET, A RADIUS OF 44.00 FEET, A CHORD BEARING OF NORTH55°34'13"EAST AND A CHORD OF 15.60 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 21.77 FEET, A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH37°56'16"EAST AND A CHORD OF 21.71 FEET;

THENCE NORTH00°51'45" A DISTANCE OF 221.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

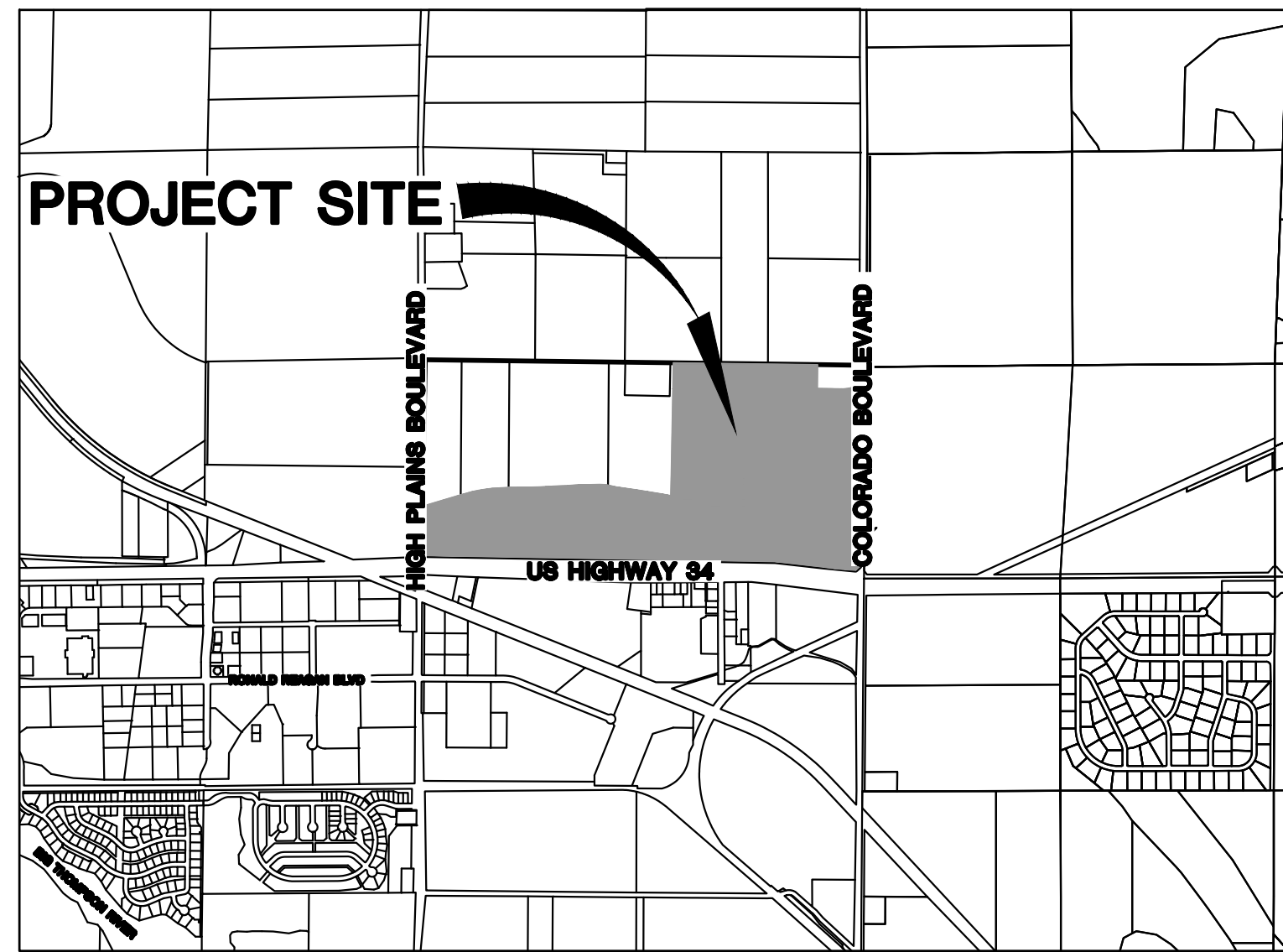
THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B-1 PLAT

(SEE ATTACHED)

ENCORE FILING 1

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



TOTAL OUTLOTS 10 **TOTAL LOTS** 2 **TOTAL TRACTS** 5

ENGINEERING & SURVEYING:
TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

OWNER:
ENCORE HOLDCO, LLC
ROY BADE
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

BASIS OF BEARING STATEMENT

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS ASSUMED TO BEAR N00°48'14"E AND IS MONUMENTED AS SHOWN HEREON.

SURVEYOR CERTIFICATE:

I, CHAD R. WASHBURN, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE PLAT OF ENCORE FILING 1 WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATED THIS _____ DAY OF _____, 20__.



CHAD R. WASHBURN
PROFESSIONAL LAND SURVEYOR COLORADO LICENSE NO. 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

NOTICE OF OTHER DOCUMENTS

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 AFTER THE OF CERTIFICATION.

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS AND EASEMENTS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF ENCORE FILING 1, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: ENCORE HOLDCO, LLC

A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20__.

BY: _____ AUTHORIZED SIGNOR
NAME JENNIFER SCHRADER

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

LENDER: CAPITAL FUND REIT, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20__.

BY: _____ PRESIDENT
NAME NOAH BROCIUS

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS ENCORE FILING 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE DAY OF _____, 20__.

BY: _____ ATTEST: _____
MAYOR - TROY D. MELLON TOWN CLERK - HANNAH HILL

CERTIFICATION OF TITLE:

I/ WE HERITAGE TITLE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, A LIEN, NOT YET DUE AND PAYABLE

ENCORE HOLDCO, LLC, A COLORADO LIMITED LIABILITY COMPANY

AMOUNT: \$2,000,000.00
PUBLIC TRUSTEE OF LARIMER COUNTY
RECORDED JUNE 29, 2021
RECEPTION NO. 20210062731

COMPANY NAME _____

SIGNATURE _____ DATE _____

NAME OF AUTHORIZED OFFICIAL _____

NOTES:

- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
- FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. HS0813638 AMENDMENT 1 PREPARED BY HERITAGE TITLE COMPANY EFFECTIVE APRIL 27, 2023 AT 8:00 AM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- OUTLOTS A-J ARE HEREBY DEDICATED AS BLANKET UTILITY, ACCESS AND DRAINAGE EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY OWNER PRIOR TO INSTALLATION.
- WHERE MINIMUM COVER PROVIDES LESS THAN NINE FEET (9') OF ELEVATION DIFFERENCE BETWEEN THE FINISHED LOT GRADE AT BUILDING LINE AND THE TOP OF THE SEWER MAIN, THE PLANS AND THE PLAT SHALL INDICATE THAT THE LOT IS SERVED BY A "SHALLOW SEWER" AND APPROPRIATE ELEVATION INFORMATION SHALL BE GIVEN.

LEGAL DESCRIPTION

PARCEL 1:
THE SOUTH HALF (S 1/2) OF SECTION TWELVE (12), TOWNSHIP FIVE (5) NORTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO

EXCEPTING THEREFROM THOSE PARCELS OF LAND DESCRIBED IN THE DEEDS APRIL 11, 1934 IN BOOK 637 AT PAGE 458 AND RECORDED MARCH 25, 1974 IN BOOK 1593 AT PAGE 944 AND RECORDED MAY 5, 2008 AT RECEPTION NUMBER 20080028419 AND RECORDED NOVEMBER 17, 2008 AT RECEPTION NUMBER 20080071355 AND RECORDED MAY 7, 2012 AT RECEPTION NUMBER 20120029968 AND RECORDED NOVEMBER 26, 2012 AT RECEPTION NUMBER 20120083353 OF THE LARIMER COUNTY RECORDS, COUNTY OF LARIMER, STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES ONLY: PARCEL NOS. 8512000002 AND 8512300012

PARCEL 2:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, WHICH IS ASSUMED TO BEAR N88°54'02"W.

COMMENCING AT THE EAST QUARTER OF SAID SECTION 12:

THENCE N88°54'02"W, ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 1 AND THE POINT OF BEGINNING.

THENCE S00°51'45"W, ON SAID WEST RIGHT-OF-WAY, A DISTANCE OF 812.58 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 20040122912 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID NORTHERLY LINE THE FOLLOWING ELEVEN (11) COURSES:

- THENCE N89°08'16"W A DISTANCE OF 269.54 FEET;
- THENCE ON A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING OF N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- THENCE N74°51'50"W A DISTANCE OF 414.52 FEET;
- THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 267.81 FEET, A RADIUS OF 1,074.99 FEET, A CHORD BEARING ON N82°00'03"W, AND A CHORD LENGTH OF 267.12 FEET;
- THENCE N89°08'16"W A DISTANCE OF 251.90 FEET;
- THENCE S00°51'44"W A DISTANCE OF 1,195.51 FEET;
- THENCE N77°48'41"W A DISTANCE OF 92.22 FEET;
- THENCE N77°14'18"W A DISTANCE OF 256.48 FEET;
- THENCE N76°47'46"W A DISTANCE OF 250.12 FEET;
- THENCE N76°39'32"W A DISTANCE OF 207.76 FEET;
- THENCE N79°36'13"W A DISTANCE OF 119.72 FEET;

THENCE N01°05'58"E A DISTANCE OF 1,660.09 FEET, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 1,792.05 FEET; TO THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AS "GAS OPERATIONS AREA 1" IN RECEPTION NUMBER 20080028416 OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S00°51'44"W, ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 294.00 FEET;

THENCE SOUTH 88°54'02" EAST A DISTANCE OF 297.99 FEET;

THENCE ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 213.89 FEET, A RADIUS OF 484.00 FEET, A CHORD BEARING OF NORTH78°26'21"EAST AND A CHORD OF 212.15 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 15.68 FEET, A RADIUS OF 44.00 FEET, A CHORD BEARING OF NORTH55°34'13"EAST AND A CHORD OF 15.60 FEET;

THENCE ON A COMPOUND CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 21.77 FEET, A RADIUS OF 84.00 FEET, A CHORD BEARING OF NORTH37°56'16"EAST AND A CHORD OF 21.71 FEET;

THENCE NORTH00°51'45" A DISTANCE OF 221.07 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE S88°54'02"E, ON SAID NORTH LINE, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

DESCRIPTION	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1 BLOCK 1	44.10	23.36%	OWNER
LOTS 1 - 1 BLOCK 2	3.26	1.72%	OWNER
TRACT A - FUTURE DEVELOPMENT	14.88	7.88%	OWNER
TRACT B - FUTURE DEVELOPMENT	12.09	6.40%	OWNER
TRACT C - FUTURE DEVELOPMENT	22.22	11.77%	OWNER
TRACT D - FUTURE DEVELOPMENT	29.28	15.51%	OWNER
TRACT E - FUTURE DEVELOPMENT	6.65	3.52%	OWNER
OUTLOT A - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.57	0.83%	METRO DISTRICT
OUTLOT B - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.66	2.47%	METRO DISTRICT
OUTLOT C - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.95	1.03%	METRO DISTRICT
OUTLOT D - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	5.36	2.84%	METRO DISTRICT
OUTLOT E - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.43	2.35%	METRO DISTRICT
OUTLOT F - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	2.41	1.28%	METRO DISTRICT
OUTLOT G - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.84	2.57%	METRO DISTRICT
OUTLOT H - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	3.48	1.84%	METRO DISTRICT
OUTLOT I - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	4.34	2.30%	METRO DISTRICT
OUTLOT J - OPEN SPACE, ACCESS, UTILITY, AND DRAINAGE EASEMENT	1.91	1.01%	METRO DISTRICT
RIGHT-OF-WAY	21.37	11.32%	TOWN OF JOHNSTOWN
TOTAL	188.84	100.00%	

REVISIONS	DESCRIPTION	DATE	BY

DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plot Cover

ENCORE FILING 1

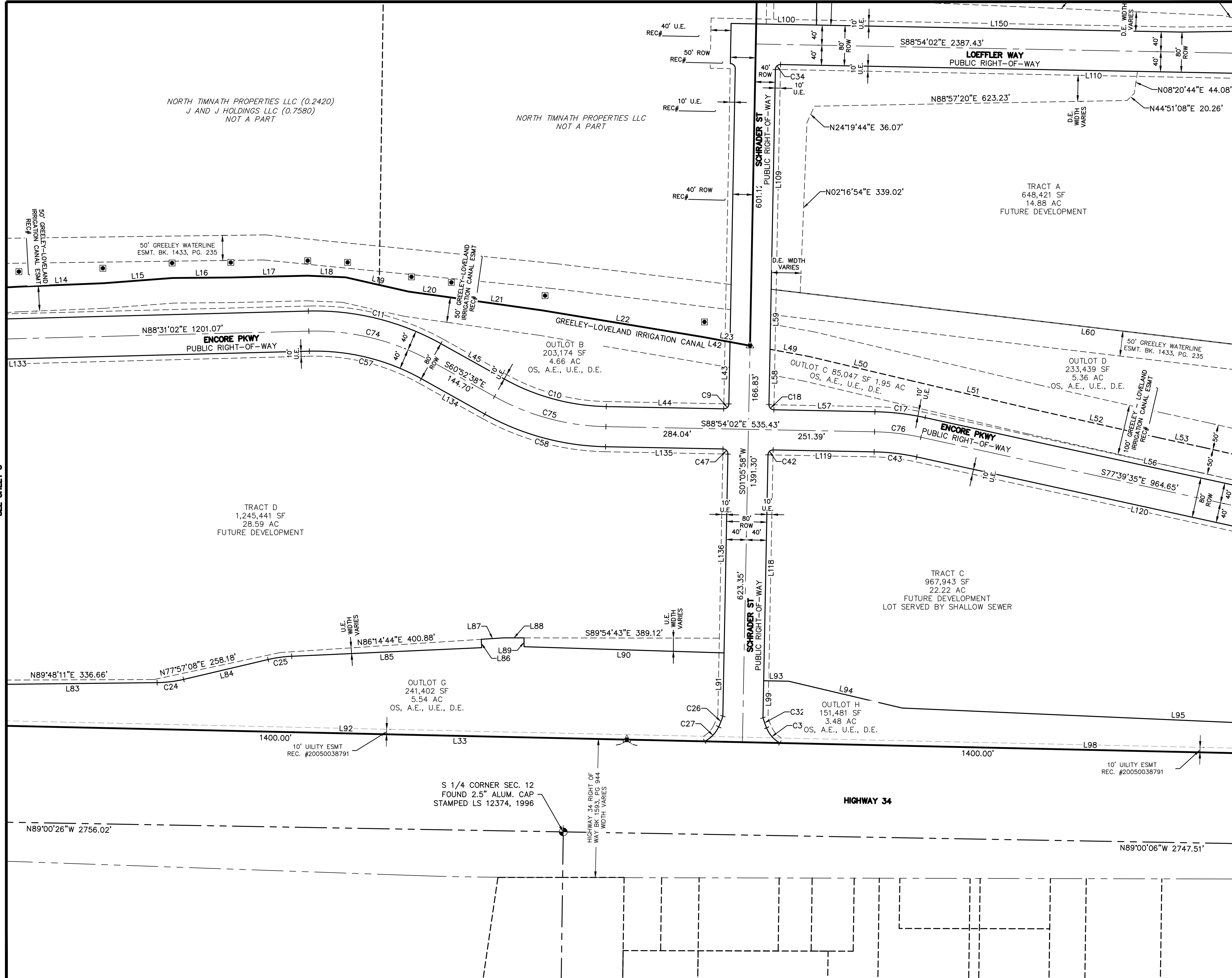
PLAT COVER



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1245.0008.00
SCALE N.T.S.
DATE JANUARY 2024
SHEET 1 of 8

SEE SHEET 3



LINE	LENGTH	DIRECTION
L1	289.84	N73°24'05"E
L2	193.92	N73°25'09"E
L3	159.82	N74°41'37"E
L4	73.70	N77°35'57"E
L5	106.43	N81°10'10"E
L6	67.60	N82°18'45"E
L7	101.34	N86°07'00"E
L8	95.13	N87°49'15"E
L9	112.53	N89°33'51"E
L10	143.08	N88°43'57"E
L11	134.28	N88°39'06"E
L12	76.61	N86°57'18"E
L13	106.99	N86°51'02"E
L14	167.58	N87°40'54"E
L15	138.01	N85°40'41"E
L16	116.17	N89°30'23"E
L17	152.60	N88°38'30"E
L18	75.86	S87°33'11"E
L19	129.03	S77°14'42"E
L20	81.52	S82°02'01"E

LINE	LENGTH	DIRECTION
L21	188.05	S81°58'34"E
L22	321.49	S80°36'13"E
L23	97.64	S79°36'13"E
L24	1660.09	N1°05'58"E
L25	1792.05	S88°54'02"E
L26	294.00	S0°51'44"W
L27	297.99	S88°54'02"E
L28	221.07	N0°51'45"E
L29	30.00	S88°54'02"E
L30	2498.76	S0°51'45"W
L31	68.30	S47°45'00"W
L32	597.20	N83°16'09"W
L33	4342.30	N88°43'39"W
L34	71.14	N44°04'45"W
L35	540.13	N0°48'14"E
L36	79.96	N74°41'37"E
L37	58.34	N46°59'05"E
L38	39.64	N35°39'48"E
L39	256.72	N90°00'00"E
L40	66.81	N0°48'14"E

LINE	LENGTH	DIRECTION
L41	14.43	S77°35'57"W
L42	57.10	N79°36'13"W
L43	123.38	N1°05'58"E
L44	234.04	S88°54'02"E
L45	144.70	S60°52'38"E
L46	1243.55	N88°31'02"E
L47	7.79	N60°29'08"E
L48	65.38	S82°00'09"E
L49	79.19	S79°36'13"E
L50	207.76	S76°39'32"E
L51	250.12	S76°47'46"E
L52	256.48	S77°14'18"E
L53	92.22	S77°48'41"E
L54	370.19	S77°11'47"E
L55	47.54	S12°20'25"W
L56	914.65	N77°39'35"W
L57	201.39	N88°54'02"W
L58	110.28	N1°05'58"E
L59	119.67	N1°05'58"E
L60	1274.99	N83°13'06"W

LINE	LENGTH	DIRECTION
L61	9.31	S1°05'58"W
L62	156.29	S12°20'25"W
L63	1.35	N1°05'58"E
L64	455.63	N83°13'06"W
L65	74.48	S16°05'54"W
L66	468.50	N89°14'18"W
L67	55.00	S0°51'45"W
L68	385.77	N89°14'14"W
L69	169.19	S0°51'45"W
L70	172.68	S2°50'45"W
L71	602.37	S77°58'00"E
L72	156.46	N12°20'25"E
L73	91.36	N81°47'32"W
L74	415.09	N88°53'37"W
L75	29.49	N0°59'34"E
L76	195.00	N88°43'39"W
L77	37.25	S0°59'34"W
L78	45.00	N89°00'26"W
L79	52.88	S0°59'34"W
L80	726.76	N88°43'39"W

LINE	LENGTH	DIRECTION
L81	118.99	N0°48'14"E
L82	31.48	S1°16'21"W
L83	336.66	S89°21'06"W
L84	172.90	S76°47'09"W
L85	379.15	S87°24'34"W
L86	16.68	S3°45'16"E
L87	45.24	S86°14'44"W
L88	40.20	N89°54'43"W
L89	17.59	N0°05'17"E
L90	398.77	N88°13'42"W
L91	126.05	N1°05'58"E
L92	1430.03	N88°43'39"W
L93	49.71	S88°54'02"E
L94	232.29	S76°42'23"E
L95	1100.97	S87°30'16"E
L96	899.76	S83°07'35"E
L97	27.93	S0°21'14"W
L98	1237.27	N88°43'39"W
L99	73.74	N1°05'58"E
L100	120.14	S88°54'02"E

LINE	LENGTH	DIRECTION
L101	1018.98	S1°05'58"W
L102	1079.32	N88°54'02"W
L103	57.56	N0°43'35"E
L104	870.17	N89°27'07"E
L105	835.58	N0°35'37"E
L106	220.55	N0°52'32"E
L107	528.33	N89°03'59"W
L108	149.18	N0°08'28"W
L109	438.00	N1°05'58"E
L110	1248.72	S88°54'02"E
L111	564.24	S1°05'58"W
L112	552.20	N1°05'58"E
L113	664.10	S88°54'02"E
L114	81.55	N81°05'58"E
L115	46.46	S58°54'02"E
L116	40.35	S40°44"E
L117	226.79	S0°51'45"W
L118	450.13	N1°05'58"E
L119	201.39	S88°54'02"E
L120	914.65	S77°39'35"E

LINE	LENGTH	DIRECTION
L121	80.00	S77°39'35"E
L122	80.00	N12°20'25"E
L123	47.37	N12°20'25"E
L124	54.84	S0°51'45"W
L125	18.94	S15°30'26"W
L126	158.40	S71°8'28"W
L127	203.46	S0°21'14"W
L128	574.15	N88°43'39"W
L129	59.04	S0°59'34"W
L130	31.11	S2°35'31"E
L131	40.37	S42°52'50"E
L132	71.73	S74°11'27"W
L133	1163.04	S88°31'02"W
L134	144.70	N60°52'38"W
L135	234.04	N88°54'02"W
L136	396.14	N1°05'58"E
L137	324.17	N90°00'00"E
L138	55.78	N66°21'33"E
L139	85.26	S82°00'09"E
L140	38.93	S22°12'57"E

LINE	LENGTH	DIRECTION
L141	87.46	S0°59'34"W
L142	304.83	N0°48'14"E
L143	712.73	N88°54'02"W
L144	302.03	N0°51'11"E
L145	27.15	N9°08'15"W
L146	40.14	N14°50'53"W
L147	49.47	N30°51'45"E
L148	690.11	S88°54'02"E
L149	450.25	N89°11'25"E
L150	728.58	S88°54'02"E
L151	352.80	S0°51'45"W
L152	78.57	N75°07'25"E
L153	172.16	S79°54'08"E
L154	45.02	S77°58'00"E

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	484.00'	213.89'	25°19'13"	S78°26'21"W	212.15'
C2	44.00'	15.68'	20°25'04"	S55°34'13"W	15.60'
C3	84.00'	21.77'	14°50'50"	S37°56'16"W	21.71'
C4	11334.20'	408.87'	2°04'01"	S84°18'10"E	408.85'
C5	77.00'	29.54'	21°58'39"	N44°23'21"W	29.35'
C6	37.00'	51.91'	80°23'07"	N6°47'32"E	47.76'
C7	377.00'	69.51'	10°33'53"	N52°16'01"E	69.42'
C8	393.50'	186.03'	27°05'13"	N76°27'24"E	184.30'
C9	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C10	435.00'	212.76'	28°01'25"	S74°53'20"E	210.65'
C11	515.00'	275.10'	30°36'21"	S76°10'48"E	271.84'
C12	181.00'	88.55'	28°01'54"	N74°30'05"E	87.67'
C13	79.00'	43.69'	31°41'12"	N82°09'15"E	43.14'
C14	39.00'	13.45'	19°45'42"	S72°07'18"E	13.38'
C15	977.00'	88.50'	5°11'24"	S59°38'45"E	88.47'
C16	10.00'	15.71'	90°00'00"	S57°20'25"W	14.14'
C17	515.00'	101.04'	11°14'27"	N83°16'49"W	100.88'
C18	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'
C19	435.00'	85.34'	11°14'27"	S6°43'11"W	85.21'
C20	515.00'	101.04'	11°14'27"	N6°43'11"E	100.88'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	973.00'	160.44'	9°26'52"	S3°51'46"E	160.26'
C42	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C43	435.00'	85.34'	11°14'27"	S83°16'49"E	85.21'
C44	10.00'	15.71'	90°00'00"	S32°39'35"E	14.14'
C45	10.00'	15.71'	90°00'00"	N57°20'25"E	14.14'
C46	10.00'	15.71'	90°00'00"	N32°39'35"W	14.14'
C47	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'
C48	77.50'	62.60'	46°16'51"	S47°59'22"E	60.91'
C49	187.50'	11.26'	3°26'22"	S23°07'46"E	11.25'
C50	187.50'	10.27'	3°08'14"	S19°50'29"E	10.26'
C51	1015.00'	309.98'	17°29'52"	S11°20'27"E	308.77'
C52	227.00'	49.26'	12°25'59"	S26°18'22"E	49.16'
C53	77.00'	66.16'	49°13'44"	S14°47'56"E	64.14'
C54	39.00'	21.02'	30°52'29"	S26°23'35"W	20.76'
C55	277.00'	108.51'	22°26'40"	S53°03'09"W	107.82'
C56	279.00'	69.76'	14°19'35"	S81°21'14"W	69.58'
C57	435.00'	232.36'	30°36'21"	N76°10'48"W	229.61'
C58	515.00'	251.89'	28°01'25"	N74°53'20"W	249.38'
C59	332.00'	136.99'	23°38'27"	N78°10'47"E	136.02'
C60	77.00'	45.66'	33°58'39"	N81°00'32"E	45.00'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	70.00'	109.82'	89°53'11"	N43°57'02"W	98.90'
C22	187.50'	14.64'	4°28'27"	S22°29'43"W	14.64'
C23	57.50'	46.15'	45°59'10"	S47°43'31"W	44.92'
C24	242.93'	53.28'	12°33'56"	S83°04'07"W	53.17'
C25	257.07'	47.66'	10°37'24"	S82°05'51"W	47.60'
C26	191.50'	22.85'	6°50'13"	N21°29'58"E	22.84'
C27	61.56'	40.93'	38°05'44"	N43°47'18"E	40.18'
C28	187.50'	16.28'	4°58'25"	S22°06'55"W	16.27'
C29	57.50'	9.47'	9°26'06"	S29°19'10"W	9.46'
C30	11334.20'	397.79'	2°00'39"	S84°16'29"E	397.77'
C31	61.52'	40.97'	38°09'45"	N41°17'54"W	40.22'
C32	191.50'	21.37'	6°23'33"	N19°23'02"W	21.35'
C33	100.00'	155.09'	88°51'30"	N45°01'22"E	140.01'
C34	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C35	10.00'	15.71'	90°00'00"	S43°54'02"E	14.14'
C36	15.00'	23.56'	90°00'00"	N46°05'58"E	21.21'
C37	200.00'	34.91'	10°00'00"	N86°05'58"E	34.86'
C38	77.00'	53.76'	40°00'00"	S78°54'02"E	52.67'
C39	39.00'	29.41'	43°12'37"	S37°17'44"E	28.72'
C40	976.48'	75.62'	4°26'14"	S13°09'51"E	75.60'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	39.00'	9.75'	14°19'24"	S74°50'27"E	9.72'
C62	227.00'	137.28'	34°39'04"	S50°21'13"E	135.20'
C63	223.00'	14.38'	3°41'39"	S21°18'28"E	14.38'
C64	895.00'	103.64'	6°38'05"	S16°08'36"E	103.58'
C65	479.00'	115.53'	13°49'07"	S5°55'00"E	115.25'
C66	202.00'	35.26'	10°00'09"	N4°08'11"W	35.22'
C67	77.00'	52.79'	39°17'02"	N11°13'14"E	51.77'
C68	42.00'	31.09'	42°24'35"	N52°04'02"E	30.38'
C69	977.00'	303.99'	17°49'38"	N82°11'09"E	302.76'
C70	284.24'	102.70'	20°42'05"	N88°14'26"E	102.14'
C71	400.00'	181.37'	25°58'48"	N77°00'36"E	179.82'
C72	300.00'	59.10'	11°17'12"	N69°39'48"E	59.00'
C73	475.00'	170.11'	20°31'11"	N78°15'26"E	169.21'
C74	475.00'	253.73'	30°36'21"	S76°10'48"E	250.73'
C75	475.00'	232.32'	28°01'25"	S74°53'20"E	230.01'
C76	955.00'	834.05'	5°02'21"	N24°01'36"W	807.79'
C76	475.00'	93.19'	11°14'27"	S83°16'49"E	93.04'
C77	475.00'	93.19'	11°14'27"	N6°43'11"E	93.04'
C78	370.10'	254.98'	39°28'25"	S69°51'43"W	249.96'

REVISIONS	DESCRIPTION

EXHIBIT B-2 (RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3
ENCORE SUBDIVISION FILING NO. 1

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Prior to Town acceptance of Final Construction plans, reports, and documents**, the Town shall receive the following documents from the Developer, to include:
 - a. Deed of Dedication for additional right-of-way along the east side of Colorado Blvd.
 - b. Deed of Dedication for western half of right-of-way along Schrader Street from North Timnath Properties, LLC.
 - c. Deed of Dedication for right-of-way for north-west leg of west round-about and bridge crossing over Greeley & Loveland Irrigation Canal, from North Timnath Properties, LLC.
 - d. Written evidence of pending reviews/approvals and general conceptual acceptance of the plans, from:
 - i. City of Greeley
 - ii. Greeley & Loveland Irrigation Canal
 - iii. Town of Windsor (Colorado Boulevard street design only)
 - e. Developer shall design the ultimate major arterial section of Colorado Boulevard at US Hwy 34 to the northern property boundary. In addition to the foregoing, Developer may, upon written approval from the Town Manager, design and thereafter construct the eastern half of Colorado Boulevard to an interim major arterial standard.

2. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all plans and permits approved by the Colorado Department of Transportation (“CDOT”) related to the improvements along the southern frontage of this Development, including the intersection at Colorado Boulevard and US Hwy 34, the Right-in/Right-out intersection of Schrader Street and US Hwy 34, and realignment of the intersection at High Plains Boulevard and US Hwy 34.

3. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the City of Greeley water lines.

4. **Prior to the Pre-Construction Meeting** and the start of construction activities, the Town must receive a copy of all approved plans and applicable easements, agreements, or permits related to the improvements that impact the Greeley & Loveland Irrigation Company.

5. **Prior to the Pre-Construction Meeting** and the start of construction activities (except as provided in Section 1 above), the Town must receive a copy of all recorded utility easements for public water, storm, or sanitary infrastructure that may be located outside of platted right-of-way dedicated to the Town or which have not been otherwise granted to the Town via the Encore Filing No. 1 subdivision plat.

6. If the Town is intended to become a party to any agreement upon Acceptance of Public Improvements, forward all agreements drafts and notices to the Town of Johnstown for review and acceptance by the Town **prior to execution and recordation**. The Town may in its sole discretion refuse to accept obligations that originate in agreements that have not been reviewed and accepted by the Town.
7. **Prior to the Pre-Construction Meeting** and the start of construction activities, Developer shall obtain Town approval of the Encore Off-Site Storm Sewer Improvement Construction Plans.
8. **Prior to December 31, 2025**, Developer or District shall construct the northern leg of High Plains Boulevard as shown in the Approved Plans for the Development and the intersection improvements, including signalization, at US Hwy 34, as provided in the Encore Filing No. 1 Construction Plans approved by the Town and by the Encore Development, US Hwy 34, County Road 3 to County Road 13, US Hwy 34 Access Improvement Plans dated January 27, 2023 approved by CDOT for Developer's Encore Filing No. 1 Development (the "High Plains Boulevard Improvements"). Upon completion of the construction of the High Plains Boulevard Improvements and acceptance by the Town, at Developer's request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a reimbursement agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs associated with the intersection improvements at US Hwy 34 and High Plains Boulevard and the crossing of the Loveland and Greeley Canal from the benefited property owners within the boundaries of, or that may be annexed to, the Town.
9. **Prior to Notice of Construction Acceptance**, Developer or District is obligated to design, construct, and install all required improvements along US Hwy 34 and receive CDOT Acceptance, per plans approved by CDOT and the Town referenced in Sec. 2 of this Exhibit.
10. **Upon Town's good faith determination that an application for a site plan approval in the Development will cause the Town's sanitary sewer transmission line serving the Development to exceed capacities then available in said sanitary sewer transmission line and written notice of the same from the Town**, Developer or District shall design and construct (as a condition of approval for the above referenced site plan approval), or financially participate in the design and construction of any necessary off-site sanitary sewer transmission line improvements or expansions to create adequate capacities to support full development of lands north of U.S. 34 ("Off-Site Sanitary Sewer Improvements"). Development and permitting in the Development may be limited by current capacities available in the sanitary sewer transmission line serving the Development until such Off-Site Sanitary Sewer Improvements are constructed, and accepted by the Town.
 - a. Upon completion of the construction of the Off-Site Sanitary Sewer Improvements and acceptance by the Town (if constructed by Developer), at Developer's request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer or District, or any third-party who constructs such improvement, wherein the Town will endeavor in good faith to recover a proportionate

share of the certified costs of the of the Off-Site Sanitary Sewer Improvements from benefitted property owners.

11. **Prior to Notice of Construction Acceptance**, Developer is required to complete a 16-inch looped water transmission line that extends from the east side of the Johnstown North Water tank, south through the Development to the northern boundary of the US Hwy 34 right-of-way (the “Water Line Improvements”).
 - a. **Prior to Pre-Construction Meeting**, Developer shall obtain Town-approved public improvement construction plans for construction of the Water Line Improvements. Except as the scope may be modified, if at all as approved by the Town, the Water Line Improvements shall be completed prior to the issuance of Notice of Construction Acceptance for the Development. Developer shall be responsible for obtaining applicable easements, agreements, or permits required for the Water Line Improvements.
 - b. **Prior to Pre-Construction Meeting**, Developer shall provide an updated certified engineering cost estimate for the Water Line Improvements prior to construction and provide performance guarantees as outlined in Section 2.7 of this Agreement.
 - c. **Upon completion of the construction of the Water Line Improvements and acceptance by the Town**, at Developer’s request, Developer shall be entitled to partial reimbursement of the costs incurred by Developer for the same and the Town agrees to enter into a Reimbursement Agreement with Developer wherein the Town will endeavor in good faith to recover a proportionate share of the certified costs of the Water Line Improvements from benefitted property owners.
 - d. **To ensure adequate pressure and reliability in the water distribution system**, Developer shall design the bore and casing infrastructure across US Hwy 34 at a location approved by the Town and CDOT at the Developer’s cost. Prior to notice of construction acceptance, Developer shall construct the bore and casing improvements. Developer may, within thirty (30) days following completion of the construction of the bore and casing improvements and issuance of notice of construction acceptance, provide an invoice to the Town for cost of the bore and casing improvements, which invoice shall include a certification of the costs of the construction and materials. The Town agrees, within thirty (30) days of receipt of such invoice, to reimburse Developer for the certified costs. The Town shall be entitled to reimbursement for such costs from benefitted property owners.

Notwithstanding the foregoing, if the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement dated March 20, 2006 and recorded in the real property records of Larimer County at Reception No. 2006-0027835 (“Annexation Agreement”), Developer shall be responsible for both the design and construction costs associated with the bore and casing improvements. In such case, the Town agrees to enter into a reimbursement agreement with Developer, if desired, wherein the Town will endeavor in good faith to recover a proportionate share of the certified

construction costs associated with the bore and casing improvements from benefitted property owners.

12. **Prior to: (i) Notice of Construction Acceptance, (ii) the abandonment of the current access of County Road 3 and (iii) the opening of the new alignment and access of County Road 3**, Developer shall ensure paved access is provided to the existing residence and farm located on Parcel 8511000005.
13. **Prior to construction, including but not limited to the construction and installation of utility infrastructure improvements**, south of the "Reference Line," as identified on **Exhibit A** to this **Exhibit B-3**, which is attached hereto and incorporated by reference, Developer shall obtain approval from the Town and CDOT.
14. If the Town were to grant economic incentives to Developer with respect to development of any portion of the Property, beyond those set forth in the Annexation Agreement, the Town may require, as part of those incentives, that the property south of the Reference Line be dedicated to the Town for no monetary consideration.

EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
Town of Johnstown and CDOT has more accurately defined line.

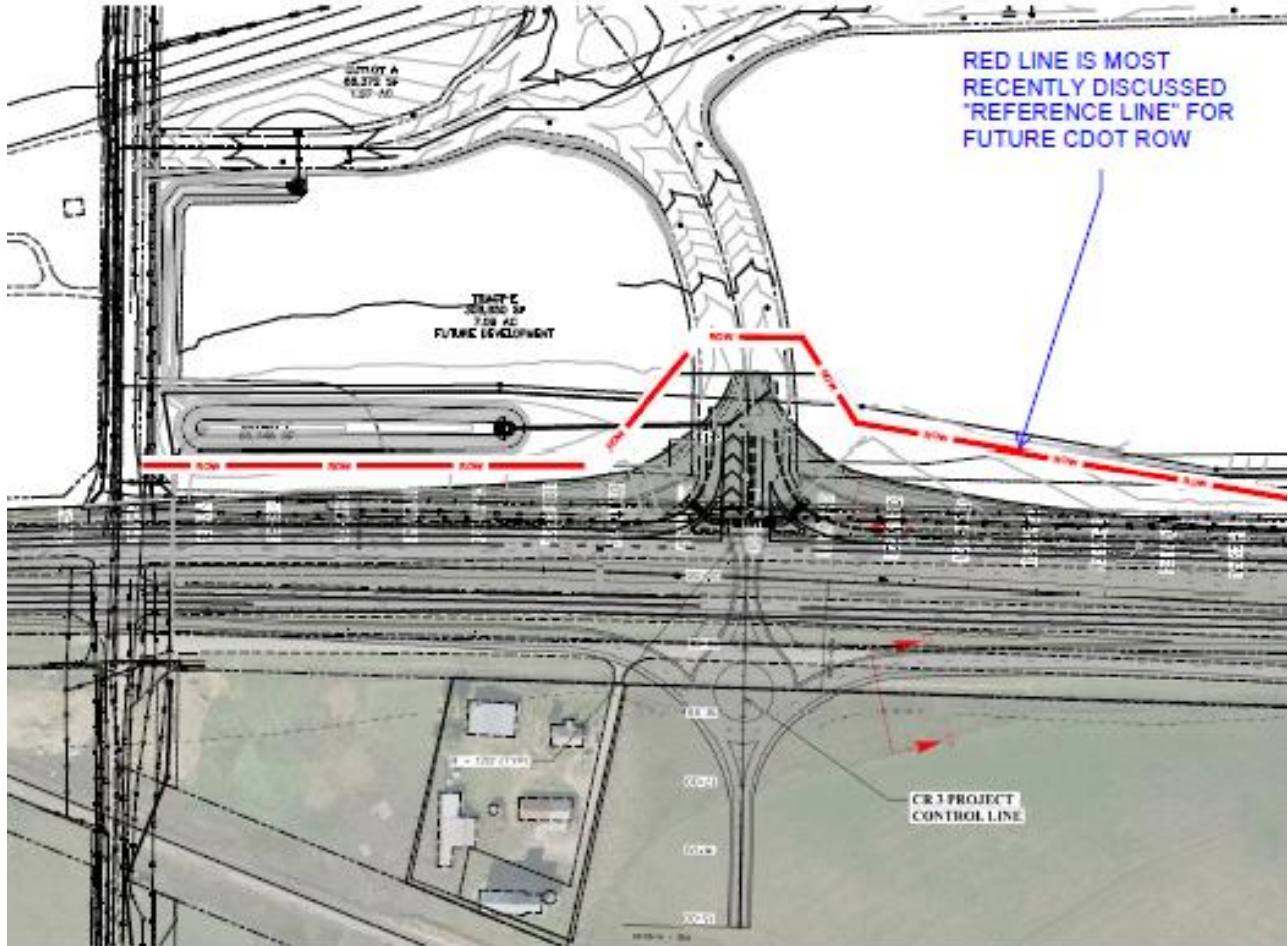


EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
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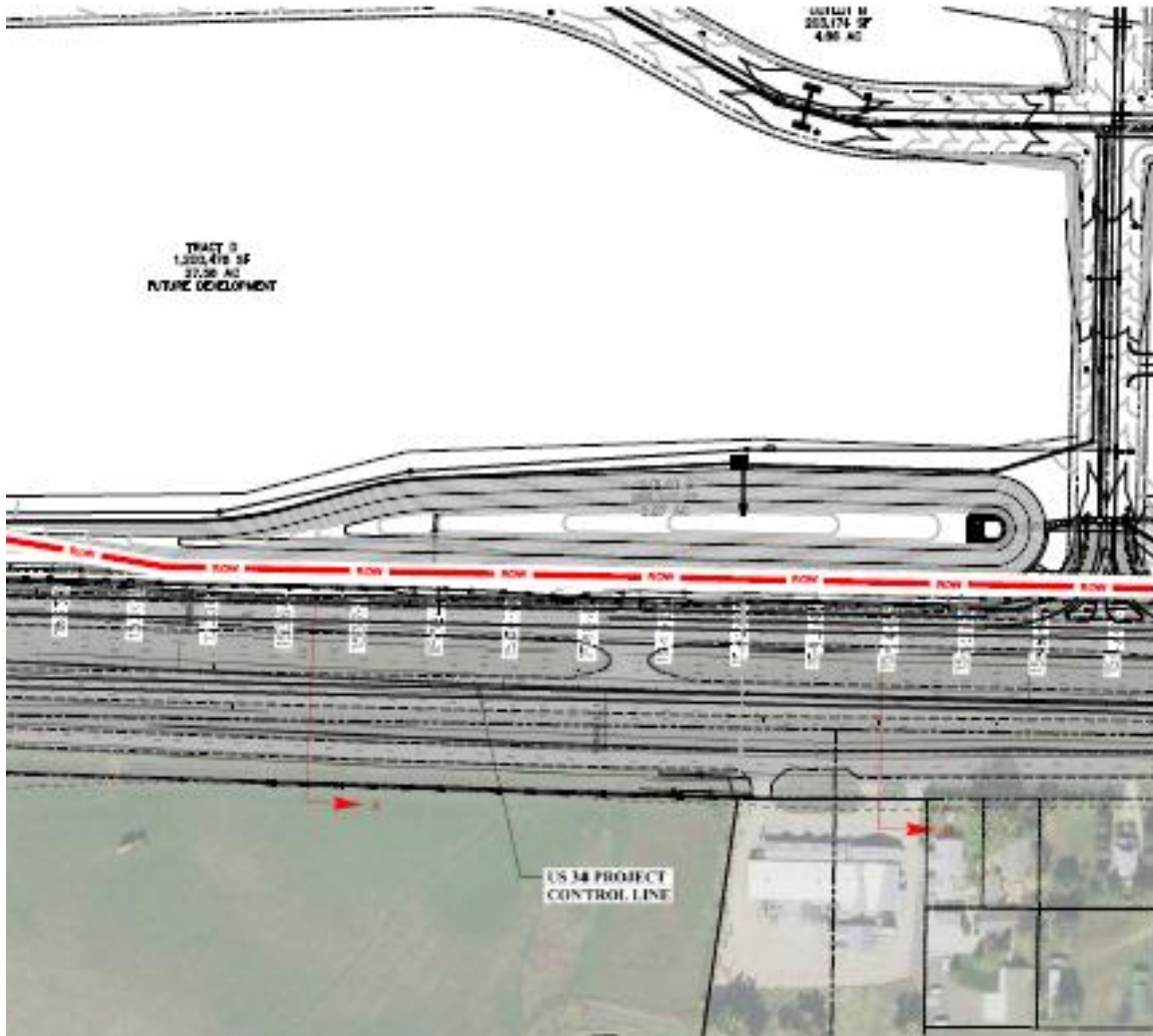


EXHIBIT A

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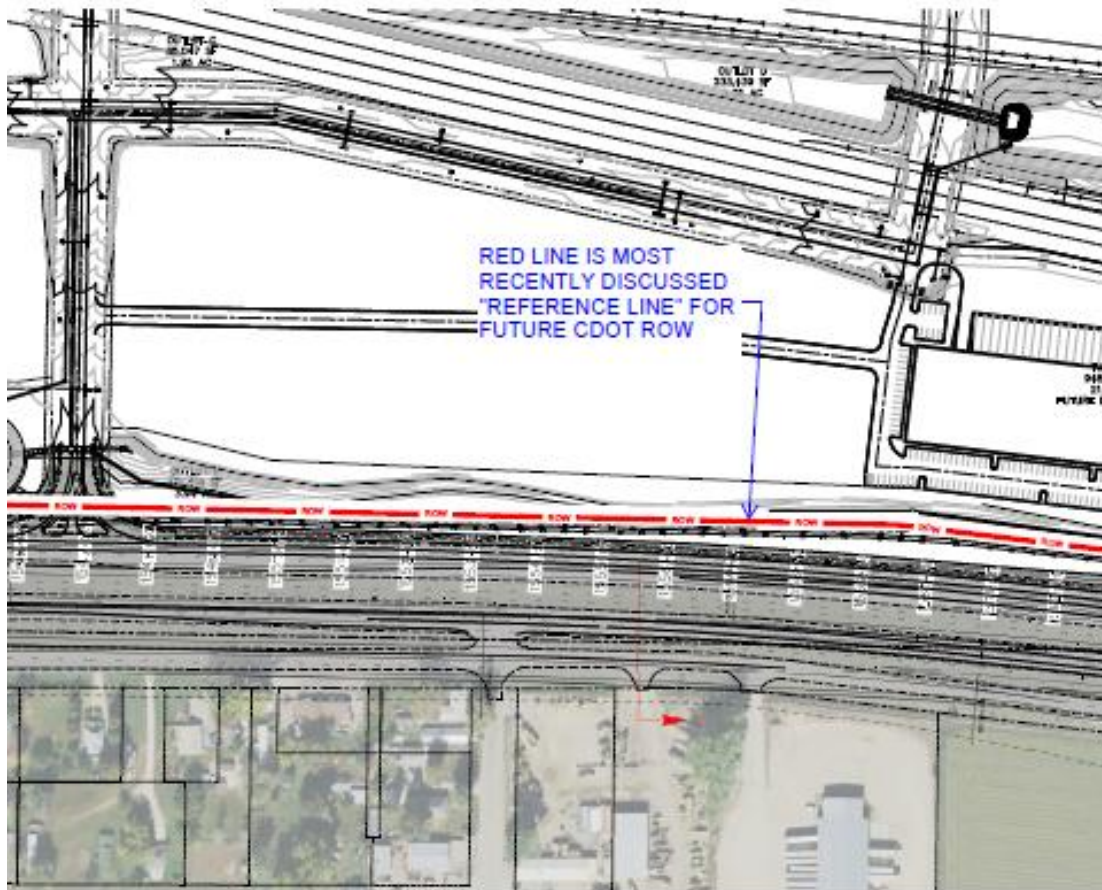


EXHIBIT A

Red line is most recently discussed "Reference Line" for future CDOT Right of Way
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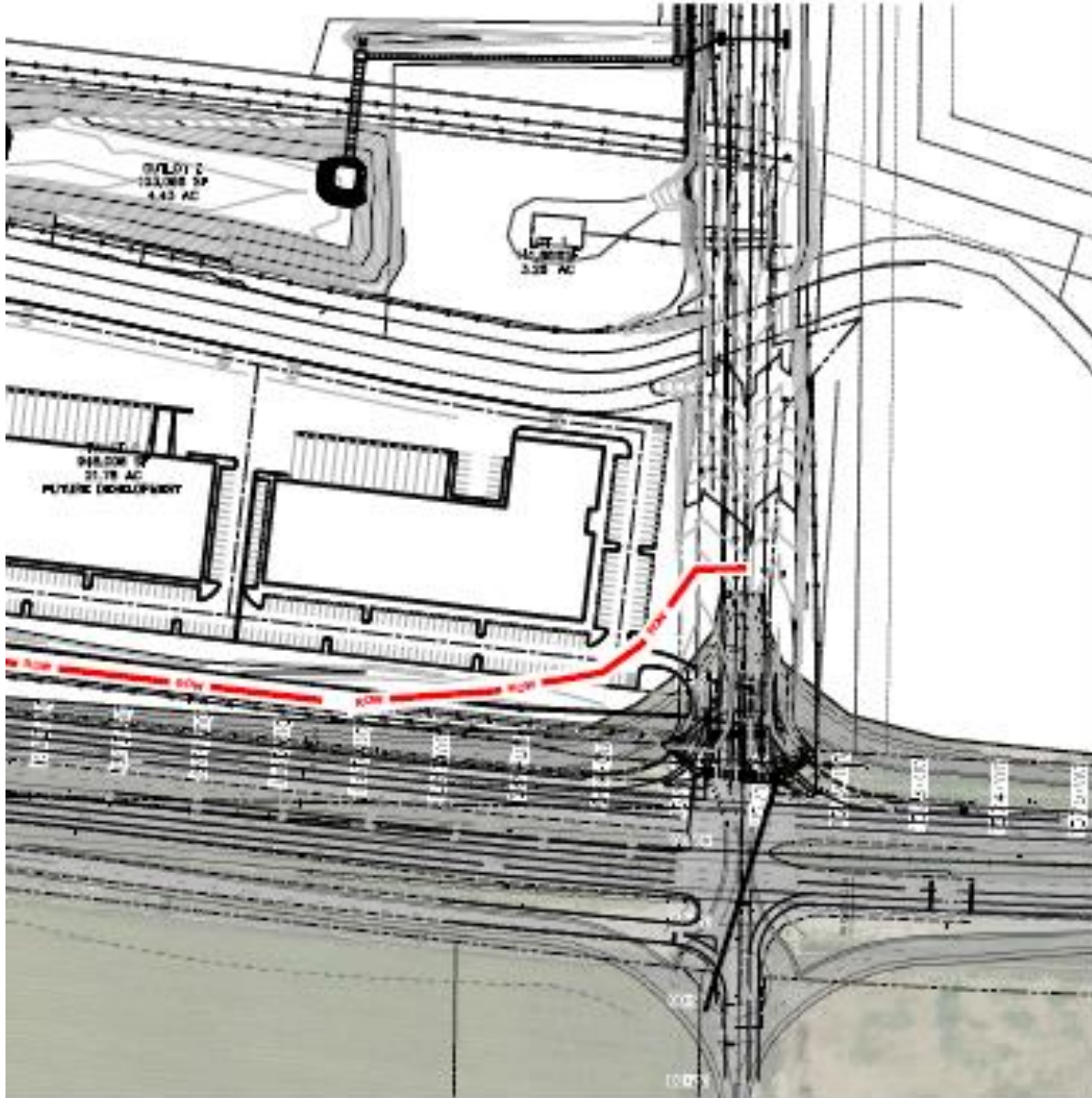


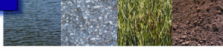
EXHIBIT C
ENGINEER'S OPINION OF COST
(ATTACHED)



PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
SANITARY SEWER					
SANITARY SEWER SS-01					
	Tie to Existing Manhole w/ 12" PVC	1	EA	\$2,462.00	\$2,462.00
	12" SDR 26 PVC Sanitary Sewer Main	3,694	LF	\$80.40	\$296,997.60
	48" Manholes	7.00	EA	\$5,229.00	\$36,603.00
	60" Manholes with Intermediate Landing	3.00	EA	\$8,291.74	\$24,875.22
SANITARY SEWER SS-01 SUBTOTAL				\$	360,937.82
SANITARY SEWER SS-02					
	10" SDR 35 PVC Sanitary Sewer Main	2,562	LF	\$74.28	\$190,305.36
	18" Steel Casing	152	LF	\$368.37	\$55,992.24
	48" Manholes	1.00	EA	\$5,229.00	\$5,229.00
	60" Manholes with Intermediate Landing	5.00	EA	\$8,506.00	\$42,530.00
SANITARY SEWER SS-02 SUBTOTAL				\$	294,056.60
SANITARY SEWER SS-03					
	12" SDR 26 PVC Sanitary Sewer Main	506	LF	\$94.49	\$47,811.94
	24" Steel Casing	152	LF	\$618.26	\$93,975.52
	60" Manholes with Intermediate Landing	2.00	EA	\$6,768.66	\$13,537.32
SANITARY SEWER SS-03 SUBTOTAL				\$	155,324.78
SANITARY SEWER SS-04					
	10" SDR 35 PVC Sanitary Sewer Main	1,290	LF	\$63.40	\$81,786.00
	48" Manholes	3.00	EA	\$5,229.00	\$15,687.00
SANITARY SEWER SS-04 SUBTOTAL				\$	97,473.00
SANITARY SEWER SUBTOTAL				\$	907,792.20
WATER					
	Tie to Existing 16" Waterline	1.00	EA	\$5,000.00	\$5,000.00
	16"x12" SS TS & V	1.00	EA	\$2,200.00	\$2,200.00
	Air Release Valve	2.00	EA	\$10,000.00	\$20,000.00
	1.5" Irrigation Meter & RP Backflow Preventer	2.00	EA	\$8,000.00	\$16,000.00
	6" PVC	700.00	LF	\$40.00	\$28,000.00
	8" PVC Water Main	44.00	LF	\$53.43	\$2,350.92
	8" Gate Valves	1.00	EA	\$2,162.00	\$2,162.00
	8" Plug and 2" Blowoff Valve	1.00	EA	\$3,347.60	\$3,347.60
	12" PVC Water Main	7,477.00	LF	\$81.50	\$609,375.50
	12"x6" Swivel Tee w/ TB	18.00	EA	\$1,341.00	\$24,138.00
	12" Gate Valves	40.00	EA	\$3,875.00	\$155,000.00
	12" 11.25 Degree Bend	5.00	EA	\$1,099.00	\$5,495.00
	12" 22.5 Degree Bend	5.00	EA	\$1,258.00	\$6,290.00
	12" 45 Degree Bend	2.00	EA	\$1,221.97	\$2,443.94
	12" Plug and 2" Blowoff Valve	6.00	EA	\$3,121.24	\$18,727.44
	12" Water Lowering	3.00	EA	\$6,000.00	\$18,000.00
	FH Assembly	27.00	EA	\$8,006.93	\$216,187.11
	6" Gate Valve	26.00	EA	\$1,548.00	\$40,248.00
	16" PVC Water Main	6,249.00	LF	\$90.00	\$562,410.00
	16"x16" Cross	3.00	EA	\$1,460.00	\$4,380.00
	16" Gate Valves	24.00	EA	\$5,588.00	\$134,112.00
	16"x12" Reducer	3.00	EA	\$790.00	\$2,370.00
	16"x8" Reducer	3.00	EA	\$730.00	\$2,190.00
	24" Steel Casing	100.00	LF	\$520.00	\$52,000.00
	30" Steel Casing	100.00	LF	\$730.00	\$73,000.00
	42" Steel Casing	110.00	LF	\$840.00	\$92,400.00
	46" Steel Casing	110.00	LF	\$875.00	\$96,250.00
	16"x6" Swivel Tee w/ TB	3.00	EA	\$1,050.00	\$3,150.00
	16" 45 Degree Vertical Bend	9.00	EA	\$2,542.00	\$22,878.00
	16" 11.25 Degree Bend	2.00	EA	\$2,542.00	\$5,084.00



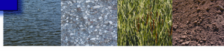
PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	16" 45 Degree Bend	6.00	EA	\$2,542.00	\$15,252.00
	16" 90 Bend	3.00	EA	\$2,542.00	\$7,626.00
	16"x6" Reducer	1.00	EA	\$668.53	\$668.53
	16" Water Lowering	3.00	EA	\$7,000.00	\$21,000.00
WATER SUBTOTAL				\$	2,269,736.04
STORM ST-01					
	24" RCP	102.00	LF	\$107.07	\$10,921.14
	36" RCP	299.00	LF	\$169.40	\$50,650.60
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	20' Type R Inlet	1.00	EA	\$15,362.00	\$15,362.00
STORM ST-01 SUBTOTAL				\$	87,366.74
STORM ST-03					
	18" RCP	77.00	LF	\$98.29	\$7,568.33
	24" RCP	43.00	LF	\$107.07	\$4,604.01
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	15" Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-03 SUBTOTAL				\$	35,717.34
STORM ST-04					
	18" RCP	30.00	LF	\$98.29	\$2,948.70
	30" RCP	499.00	LF	\$142.33	\$71,022.67
	36" RCP	421.00	LF	\$169.40	\$71,317.40
	48" RCP	521.00	LF	\$286.64	\$149,339.44
	53" x 83" RCP	129.00	LF	\$561.00	\$72,369.00
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	5' ID Eccentric Cone Manhole	3.00	EA	\$6,116.74	\$18,350.22
	6' ID Eccentric Cone Manhole	1.00	EA	\$10,693.00	\$10,693.00
	7.5'x7.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$23,355.17	\$23,355.17
	10.5'x7.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$39,201.54	\$39,201.54
STORM ST-04 SUBTOTAL				\$	477,216.34
STORM ST-04A					
	24" RCP	25.00	LF	\$107.07	\$2,676.75
	30" RCP	812.00	LF	\$142.33	\$115,571.96
	36" RCP	605.00	LF	\$169.40	\$102,487.00
	48" RCP	440.00	LF	\$286.64	\$126,121.60
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
	5' ID Storm Manhole	5.00	EA	\$5,658.97	\$28,294.85
	8' ID Storm Manhole	3.00	EA	\$14,346.00	\$43,038.00
STORM ST-04A SUBTOTAL				\$	428,623.16
STORM ST-04B					
	18" RCP	20.00	LF	\$98.29	\$1,965.80
	24" RCP	30.00	LF	\$107.07	\$3,212.10
	20' Type R Inlet	2.00	EA	\$15,362.00	\$30,724.00
STORM ST-04B SUBTOTAL				\$	35,901.90
STORM ST-04C					
	24" RCP	126.00	LF	\$107.07	\$13,490.82
	53" x 83" RCP	34.00	LF	\$561.00	\$19,074.00
	5' Type R Inlet	2.00	EA	\$8,186.20	\$16,372.40
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04C SUBTOTAL				\$	59,370.22
STORM ST-04D					



PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	18" RCP	50.00	LF	\$98.29	\$4,914.50
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04D SUBTOTAL				\$	23,533.70
STORM ST-04E					
	18" RCP	20.00	LF	\$98.29	\$1,965.80
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-04E SUBTOTAL				\$	15,077.80
STORM ST-04F					
	18" RCP	23.00	LF	\$98.29	\$2,260.67
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04F SUBTOTAL				\$	12,693.67
STORM ST-04G					
	18" RCP	28.00	LF	\$98.29	\$2,752.12
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-04G SUBTOTAL				\$	13,185.12
STORM ST-04H					
	18" RCP	25.00	LF	\$98.29	\$2,457.25
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-04H SUBTOTAL				\$	15,569.25
STORM ST-04I					
	48" RCP	52.00	LF	\$286.64	\$14,905.28
STORM ST-04I SUBTOTAL				\$	14,905.28
STORM ST-05					
	66" RCP	376.00	LF	\$498.24	\$187,338.24
	9.5'x5.5' Box Base MH W/ 48" Cylindrical Riser	1.00	EA	\$14,300.11	\$14,300.11
	9.5'x6' Box Base MH W/ 48" Cylindrical Riser	2.00	EA	\$18,827.64	\$37,655.29
STORM ST-05 SUBTOTAL				\$	239,293.64
STORM ST-05B					
	36" RCP	445.00	LF	\$169.40	\$75,383.00
	5' ID Eccentric Cone Manhole	1.00	EA	\$6,116.74	\$6,116.74
STORM ST-05B SUBTOTAL				\$	81,499.74
STORM ST-05C					
	24" RCP	74.00	LF	\$107.07	\$7,923.18
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-05C SUBTOTAL				\$	26,542.38
STORM ST-05D					
	18" RCP	141.00	LF	\$98.29	\$13,858.89
	15' Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
	20' Type R Inlet	1.00	EA	\$15,362.00	\$15,362.00
STORM ST-05D SUBTOTAL				\$	42,332.89
STORM ST-06					
	18" RCP	70.00	LF	\$98.29	\$6,880.30
	5' Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
	10' Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-06 SUBTOTAL				\$	25,499.50
STORM ST-07					



PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
42"	RCP	460.00	LF	\$238.69	\$109,797.40
STORM ST-07 SUBTOTAL				\$	109,797.40
STORM ST-08					
18"	RCP	93.00	LF	\$98.29	\$9,140.97
5'	Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-08 SUBTOTAL				\$	27,760.17
STORM ST-09					
54"	RCP	374.00	LF	\$324.00	\$121,176.00
STORM ST-09 SUBTOTAL				\$	121,176.00
STORM ST-10					
18"	RCP	220.00	LF	\$98.29	\$21,623.80
4'	ID Storm Manhole	2.00	EA	\$4,791.83	\$9,583.66
STORM ST-10 SUBTOTAL				\$	31,207.46
STORM ST-10A					
18"	RCP	50.00	LF	\$98.29	\$4,914.50
5'	Type R Inlet	1.00	EA	\$8,186.20	\$8,186.20
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
STORM ST-10A SUBTOTAL				\$	23,533.70
STORM ST-11					
18"	RCP	50.00	LF	\$98.29	\$4,914.50
24"	RCP	73.00	LF	\$107.07	\$7,816.11
10'	Type R Inlet	1.00	EA	\$10,433.00	\$10,433.00
15'	Type R Inlet	1.00	EA	\$13,112.00	\$13,112.00
STORM ST-11 SUBTOTAL				\$	36,275.61
STORM ST-12					
24"	RCP	115.00	LF	\$107.07	\$12,313.05
4'	ID Storm Manhole	2.00	EA	\$4,791.83	\$9,583.66
STORM ST-12 SUBTOTAL				\$	21,896.71
STORM ST-13					
18"	RCP	206.00	LF	\$98.29	\$20,247.74
STORM ST-13 SUBTOTAL				\$	20,247.74
STORM SEWER SUBTOTAL				\$	2,026,223.46
CONCRETE					
18"	Curb and Gutter	8,265.00	LF	\$18.65	\$154,142.25
30"	Curb and Gutter	23,165.00	LF	\$27.57	\$638,659.05
5'	Sidewalk	12,571.00	LF	\$32.40	\$407,300.40
10'	Sidewalk	17,467.00	LF	\$56.07	\$979,374.69
	Colored Concrete	53,901.00	SF	\$9.50	\$512,059.50
3'	Concrete Pan	10,816.00	LF	\$21.32	\$230,597.12
	Truncated Domes	52.00	EA	\$1,929.29	\$100,323.08
CONCRETE SUBTOTAL				\$	3,022,456.09
SIGNING & STRIPING					
	Signing & Striping	1.00	LS	\$35,000.00	\$35,000.00
SIGNAGE & STRIPING SUBTOTAL				\$	35,000.00
STRUCTURAL					



PROJECT:		JOB NO.		DATE:	
Encore Major Infrastructure Filing 1		1245.0001.08		1/29/2024	
No.	Item	Quantity	Units	Unit Cost	Total
	Clear Span Bridges	4.00	EA	\$1,000,000.00	\$4,000,000.00
STRUCTURAL SUBTOTAL				\$	4,000,000.00
ASPHALT PLACEMENT					
	Major Arterial Road Base - 12" Road Base	24,687.14	SY	\$15.90	\$392,525.46
	Major Arterial Asphalt Paving - 6.5" Asphalt	24,687.14	SY	\$40.41	\$997,607.15
	Minor Arterial Road Base - 10" Road Base	10,261.15	SY	\$13.25	\$135,960.19
	Minor Arterial Asphalt Paving - 6" Asphalt	10,261.15	SY	\$36.50	\$374,531.85
	Collector Road Base - 8" Road Base	36,596.22	SY	\$10.70	\$391,579.51
	Collector Asphalt Paving - 6" Asphalt	36,596.22	SY	\$36.50	\$1,335,761.87
ASPHALT PLACEMENT SUBTOTAL				\$	3,627,966.02
Total Opinion of Cost					\$ 15,889,173.82

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____ ADDRESS OF ISSUING BANK

Town of Johnstown 450 So. Parish
P. O. Box 609 Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Encore Johnstown, dated _____, 2024, between the Town of Johnstown and Encore HoldCo, LLC, a Colorado limited liability company.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20 _____. Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the _____ of _____.

WITNESS my hand and official seal. My commission expires:

Notary Public