

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(LEDGE ROCK CENTER COMMERCIAL)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and among **THE TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado (“Town”), **LEDGE ROCK CENTER, LLC**, a Kansas Limited Liability Company (“Ledge Rock Center”), and **LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”) (unless the context otherwise provides, Ledge Rock Center and the District shall be collectively referred to herein as “Developer” and the Town, Ledge Rock Center and the District may be collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, Ledge Rock Center is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A-1** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Ledge Rock Center intends to convey portions of the Property to the District; and

WHEREAS, the Town is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A-2** attached hereto and incorporated herein by this reference (the “Town Parcel”); and

WHEREAS, pursuant to that certain Agreement Concerning Purchase and Sale of Real Property for Ledge Rock Center Commercial dated February 23, 2022, executed by and among the Parties hereto (“Purchase and Sale Agreement”), the Town agreed to convey the Town Parcel to Ledge Rock Center based on certain conditions and Ledge Rock Center agreed to convey certain portions of the Town Parcel to the District; and

WHEREAS, for purposes of this Agreement, the Town Parcel shall be included in and be part of the term “Property;” and

WHEREAS, Developer seeks to develop the Property and to designate such development as Ledge Rock Center Commercial, comprised of East Ledge Rock Center and West Ledge Rock Center (“Development”); and

WHEREAS, Developer submitted an application to the Town for approval of preliminary/final plats for East Ledge Rock Center and West Ledge Rock Center, which final plats are attached hereto as **Exhibit B-1** and incorporated herein by this reference (collectively, “Final Plat”); and

WHEREAS, the Town Council approved the Final Plat by passage of Resolution No. 2022-14 and Resolution No. 2022-15, which Resolutions are attached hereto as **Exhibit B-2** and incorporated herein by this reference (collectively, “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 acknowledges that approval of the Final Plat and the Approved Plans (defined below) along with the subsequent use of the Property will directly impact existing infrastructure and generate the need for both on-site and off-site improvements, as further described herein; and

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

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 “the Development Plan” related to the Development and on file with Town.

1.2 “**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**.

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

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

1.5 “**Developer**” shall mean the Developer, the Developer’s agents, representatives, heirs, affiliates, successors or assigns, or any other party authorized by the Developer to provide services, construction, or maintenance of any improvements required by this Agreement.

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

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

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

1.9 “**Maintenance Guarantee**” shall mean a guarantee provided after issuance of Notice of Construction Acceptance that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.10 “**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.

1.11 “**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.

1.12 “**Private Improvements**” shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.13 “**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**.

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

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

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

1.17 “**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 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 crossing agreement or easement 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 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 a 600-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 **Construction Schedule:** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference (“Schedule of Public Improvements”). 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, 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 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.

2.7.1 **Completion of Public Improvements by the District:** If the District provides evidence of its financial ability to construct and/or install all or part of the Subdivision Improvements and the Town, at its discretion, is satisfied with the same, then

the requirement to provide a Performance Guarantee shall be deemed to have been met if: (i) the District has issued and sold bonds to construct and/or install the Subdivision Improvements and furnishes evidence of the placement of such bonds and the segregation of the proceeds from such bonds in a separate account that cannot be used for other purposes and (ii) the District requires and obtains performance and payment bonds in a form reasonably acceptable to and approved by the Town in an amount equal to one hundred ten percent (110%) of the cost of the construction contract, naming the Town as an additional obligee or insured, issued by a corporate surety company acceptable to the Town and the District that is authorized to transact business in the State of Colorado, rated by A.M. Best as a A-minus or better, and listed in the current printing of the U.S. Treasury Department Circular 570, listing of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

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 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 backyard improvements, 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 paid in full, 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 written approval of the Private Improvements.

5.2 ***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 a form acceptable to 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 installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***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.

5.4 ***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 ten (10) 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 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.).

5.5 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 Weld County Clerk and Recorder.

5.6 Owners Association or Metropolitan District: Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish an owners' association for the Development or shall delegate covenant enforcement and design review services to the District. If an owners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the owners' association shall thereafter be deemed to be established.

5.7 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, the homeowner's association or a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer 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.

6.2 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.

6.3 The District shall own and maintain the stormwater infrastructure for the Development. Developer 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, Developer 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 Unless otherwise agreed by the Town Manager, the Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer 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 Weld County School District RE5-J; (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 Parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) all 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.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat 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 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 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan 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:** To the extent permitted by law with respect to the District's indemnity obligations, the District and Developer hereby agree 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. Further, the Town shall promptly provide written notice to District and Developer of any suit or claim that, in the Town's reasonable opinion,

may or would trigger the obligations of the District or Developer to indemnify or hold the Town harmless under this Sub-Section 10.1.

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. (“Act”), as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insured 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.

10.2.1 Notwithstanding the foregoing, the District may maintain liability insurance in the minimum amount of three hundred thirty thousand dollars (\$330,000.00) for injury to one person, or nine hundred ninety-thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Act.

10.3 **Drainage Liability:** 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. In addition, Developer shall reimburse the Town for any and 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.

10.4 **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.

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

10.5 **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.

10.6 **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, the District, or their respective employees, or agents, or any other person acting on behalf of the Town or the District (as applicable) and, in particular, 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 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 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. 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. 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 such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for 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, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

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 facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested. Such notices or communications will be given to the Parties at their addresses set forth below:

If to the Town:

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

With a copy to:

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

and

MaryAnn M. McGeady
Elisabeth A. Cortese
McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
mmcgeady@specialdistrictlaw.com

If to the District:

Ledge Rock Center Commercial
Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111

With a copy to:

David O'Leary
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
doleary@spencerfane.com

If to the Developer:

With a copy to:

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

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

13.8 **Costs and Attorney Fees.** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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 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 Weld County, 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. Any amendment to this Agreement must be in writing and signed by the Parties.

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 and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

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.

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 _____, 2022.

[Remainder of page intentionally left blank.]

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

By: _____
Gary Lebsack, Mayor

Date: _____

Attest:

Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Ledge Rock Center)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A-1:	Legal Description of the Property
EXHIBIT A-2:	Legal Description of the Town Parcel
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Preliminary Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

A PARCEL OF LAND BEING LOTS 1-5 AND TRACTS A & B EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665, RECEPTION NUMBER 2585001, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 6,352,101 SQUARE FEET OR 145.824 ACRES, MORE OR LESS.

EXHIBIT A-2

**LEGAL DESCRIPTION
(Town Parcel)**

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11 AND ALONG ITS NORTH/SOUTH CENTER SECTION LINE $S00^{\circ}26'18''E$, A DISTANCE OF 8.80 FEET TO THE NORTHEAST CORNER OF RIGHT-OF-WAY DEED, RECEPTION NUMBER 4690405;
THENCE DEPARTING SAID SECTION LINE $S66^{\circ}38'44''W$ THROUGH AND ACROSS SAID RIGHT-OF-WAY DEED, A DISTANCE OF 256.12 FEET TO THE NORTHEAST CORNER OF LOT 2, PLAT OF OXY LAND SUBDIVISION, RECEPTION NO. 4785196 AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE WEST LINE OF SAID RIGHT-OF-WAY DEED THE FOLLOWING THREE (3) COURSES:

1. $S00^{\circ}00'10''E$, A DISTANCE OF 640.44 FEET,
2. $N89^{\circ}59'49''E$, A DISTANCE OF 170.82 FEET,
3. $S00^{\circ}26'18''E$, A DISTANCE OF 79.69 FEET;

THENCE DEPARTING SAID WEST LINE $S89^{\circ}13'30''W$, A DISTANCE OF 2,464.07 FEET TO A POINT ON THE EAST LINE OF THE SAME RIGHT-OF-WAY DEED, RECEPTION NUMBER 4690405;
THENCE CONTINUING ALONG THE EAST AND SOUTH LINES OF SAID RIGHT-OF-WAY DEED THE FOLLOWING SEVEN (7) COURSES:

1. $N14^{\circ}43'11''E$, A DISTANCE OF 73.68 FEET,
2. $N89^{\circ}59'43''E$, A DISTANCE OF 52.05 FEET,
3. $N14^{\circ}42'47''E$, A DISTANCE OF 148.20 FEET,
4. $S80^{\circ}35'23''E$, A DISTANCE OF 117.19 FEET,
5. $N14^{\circ}43'18''E$, A DISTANCE OF 437.69 FEET,
6. $N83^{\circ}18'36''E$, A DISTANCE OF 1,000.90 FEET,
7. $N88^{\circ}55'28''E$, A DISTANCE OF 963.21 FEET TO THE POINT OF BEGINNING.

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

EXHIBIT B-1

PLAT

(SEE ATTACHED)

WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1

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

PURPOSE STATEMENT

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

LEGAL DESCRIPTION:

LOT 2, OF PLAT OF OXY LAND SUBDIVISION, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 11 AND ALONG ITS NORTH/SOUTH CENTER SECTION LINE 500' 20" 1/2", A DISTANCE OF 4.80 FEET TO THE NORTHEAST CORNER OF RIGHT-OF-WAY DEED, RECEPTION NO. 4690425;

THENCE DEPARTING SAID SECTION LINE 566' 58" 44" W, A DISTANCE OF 256.12 FEET TO THE NORTHEAST CORNER OF LOT 2, PLAT OF OXY LAND SUBDIVISION, RECEPTION NO. 4785196 AND THE POINT OF BEGINNING;

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

1. S00°10'01" E, A DISTANCE OF 640.44 FEET;
2. N85°59'48" E, A DISTANCE OF 176.82 FEET;
3. S00°26'18" E, A DISTANCE OF 79.69 FEET;

THENCE DEPARTING SAID WEST LINE S89°13'30" W, A DISTANCE OF 2,464.07 FEET TO A POINT ON THE EAST LINE OF RIGHT-OF-WAY DEED, RECEPTION NO. 4690425;

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

1. N14°43'11" E, A DISTANCE OF 73.68 FEET;
2. N85°59'43" E, A DISTANCE OF 52.85 FEET;
3. N14°42'47" E, A DISTANCE OF 148.20 FEET;
4. S00°35'53" E, A DISTANCE OF 117.19 FEET;
5. N14°43'18" E, A DISTANCE OF 437.69 FEET;
6. N85°18'36" E, A DISTANCE OF 1,000.90 FEET;
7. N85°59'28" E, A DISTANCE OF 963.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,105,763 SQUARE FEET OR 25.383 ACRES, MORE OR LESS.



VICINITY MAP
 Scale 1" = 3,500'

MAP LEGEND:

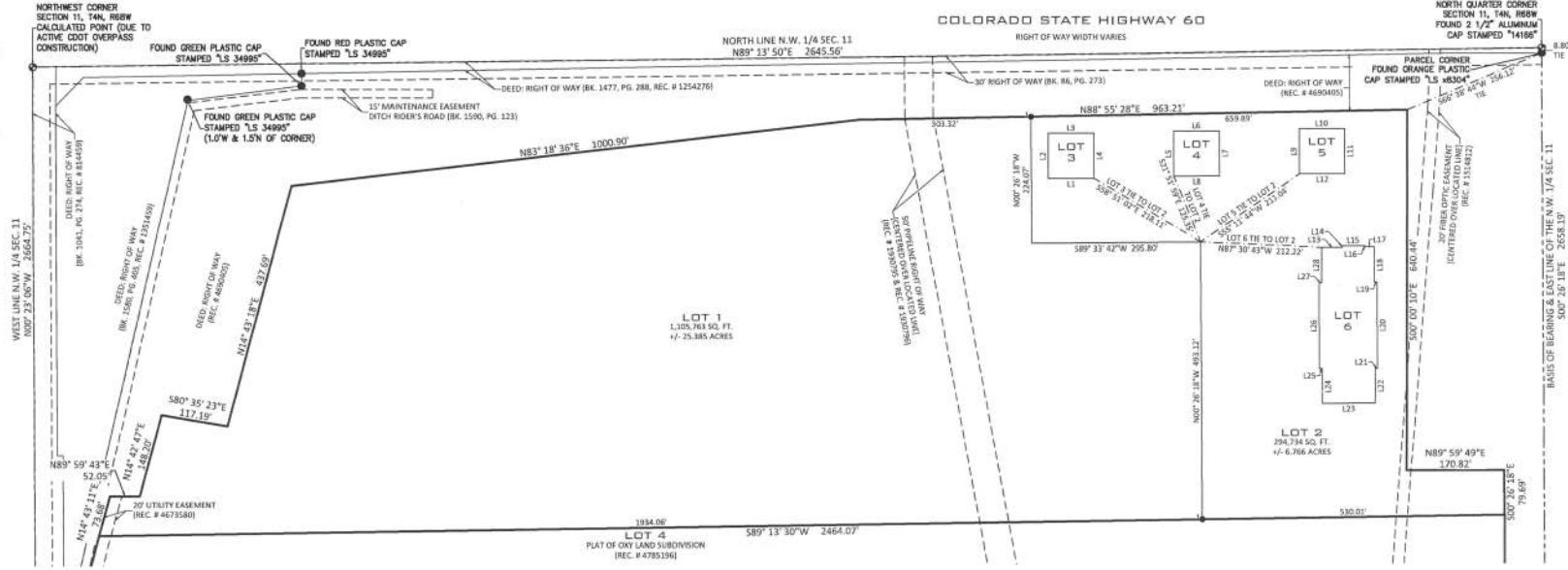
- SET 24" #5 REBAR & ALUMINIUM CAP "LS 38570"
- SET NAIL & ALUMINIUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

- SEC. SECTION
- COR. CORNER
- R.O.W. RIGHT OF WAY
- REC.# RECEPTION NUMBER
- N. NORTH
- E. EAST
- S. SOUTH
- W. WEST
- FT. U.S. SURVEY FOOT
- SQ. FT. SQUARE FOOT
- AC. ACRE
- R. RADIUS
- Δ DELTA ANGLE
- L. ARC LENGTH
- CB CHORD BEARING
- CL. CHORD LENGTH

SURVEYOR'S NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ORDER NO. FCC2518854-3, EFFECTIVE DATE OF DECEMBER 21, 2021 AT 5:00 P.M.
3. PUBLISHED PROPERTY ADDRESS: VACANT LAND, JOHNSTOWN, CO 80534.
4. THE SUBJECT PROPERTY CONTAINS 1,447,634 SQUARE FEET OR 33.210 ACRES, MORE OR LESS.
5. UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.
6. BASIS OF BEARINGS: BEING THE EAST SECTION LINE OF THE NORTHWEST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS 5,907' 20" 1/2".
7. FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NUMBER 0806C1056G, WITH AN EFFECTIVE DATE OF JANUARY 13, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION: ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



TAG #	LENGTH	DIRECTION
L1	80.00'	S87°32'42" W
L2	80.00'	N00°26'38" W
L3	80.00'	N85°33'42" E
L4	80.00'	S00°26'38" W
L5	80.00'	N00°26'38" W
L6	80.00'	N85°33'42" E
L7	80.00'	S00°26'38" W
L8	80.00'	S87°32'42" W
L9	80.00'	N00°26'38" W
L10	80.00'	N85°33'42" E
L11	80.00'	S00°26'38" W
L12	80.00'	S87°32'42" W
L13	88.21'	N85°33'42" E
L14	3.90'	N00°26'38" W
L15	39.50'	N85°33'42" E
L16	3.90'	N00°26'38" W
L17	117.20'	N85°33'42" E
L18	83.00'	S85°29'27" E
L19	4.00'	N85°33'42" E
L20	152.20'	S85°29'27" E
L21	63.00'	N00°26'38" W
L22	1.00'	S85°33'42" W
L23	63.00'	S00°26'38" W
L24	1.00'	S85°33'42" W
L25	1.00'	S85°33'42" W
L26	1.00'	S85°33'42" W
L27	1.00'	S85°33'42" W
L28	63.00'	N00°26'38" W

LOT IDENTIFIER	AREA
LOT 1	1,105,763 SQ. FT.
LOT 2	294,734 SQ. FT.
LOT 3	8,400 SQ. FT.
LOT 4	8,400 SQ. FT.
LOT 5	8,400 SQ. FT.
LOT 6	27,227 SQ. FT.

TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON _____ MEETING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____ MAYOR ATTEST: _____ TOWN CLERK

NOTARIAL:

STATE OF COLORADO)
 COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

SURVEYOR CERTIFICATE:

I, ADAM R. ZETTELMEYER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF WEST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 BEING A SUBDIVISION OF LOT 2, OF PLAT OF OXY LAND SUBDIVISION WAS MADE BY ME OR UNDER MY SUPERVISION,
 DATED THIS _____ DAY OF _____, 2022.

ADAM R. ZETTELMEYER, PLS
 COLORADO LICENSE NUMBER 88570
 FOR AND ON BEHALF OF
 POINT CONSULTING, LLC
 8460 W KEN CARLIS AVE
 LITTLETON, CO 80126
 (702) 258-6836
 azettelme@prc-llc.com



POINT CONSULTING, LLC
 8460 W KEN CARLIS AVE #101
 LITTLETON, CO 80126
 (702) 258-6836
 www.point-llc.com
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING

SUBDIVISION PLAT
**WEST LEDGE ROCK CENTER
 SUBDIVISION FILING NO. 1**
 WELD COUNTY, COLORADO

DATE: 03.18.2022

DESCRIPTION: ORIGINAL PREPARATION

SHEET 1/1

SHEET INDEX:

SHEET 1: COVER AND SUBDIVISION PLAT
SHEET 2: LOT DETAILS AND ADDITIONAL NOTES

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1

A SUBDIVISION OF

LOT "B" RE 2092 AND LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE 2092,

SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PURPOSE STATEMENT

THIS PLAT SUBDIVIDES LOT "B" RE 2092 AND LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE 2092, DEDICATES RIGHT OF WAY, AND VACATES CERTAIN LEGAL EXTENTS.

LEGAL DESCRIPTION:

LOT "B" RE 2092 AND LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE 2092, SITUATED IN THE NORTH-EAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

MAP LEGEND:

- SET 3/4" W/8 REBAR & ALUMINUM CAP "LS 38570"
SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
FOUND GOVERNMENT CORNER
FOUND CHISELED CROSS / CUT X
FOUND NAIL & TAG
FOUND IRON PIPE
FOUND REBAR
SECTION LINE
BOUNDARY LINE
ADJACENT BOUNDARY LINE
RIGHT OF WAY CENTERLINE
EASEMENT LINE



Table with two columns: CURVE TABLE and LINE TABLE. CURVE TABLE includes columns for TAG #, ARC LENGTH, RADIUS, DELTA, CHORD BEARING, and CHORD LENGTH. LINE TABLE includes columns for TAG #, LENGTH, and DIRECTION.



OWNER'S CERTIFICATE AND DEDICATION:

I, MICHAEL L. SCHLUP, BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS: THE NORTHEAST QUARTER THE 1/4 OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO. EXCEPT: THE SOUTH 30 FEET THEREOF AS CONVEYED TO GREAT WESTERN CONSTRUCTION COMPANY BY INSTRUMENTS RECORDED FEBRUARY 19, 1992 IN BOOK 150 AT PAGE 77.

EXECUTED THIS ___ DAY OF ___, 20__

(OWNER'S SIGNATURE)

NOTARIAL:

STATE OF COLORADO COUNTY OF ___ SS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, 20__ A.D. BY ___ AS ___ OF WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES: ___

TOWN APPROVAL:

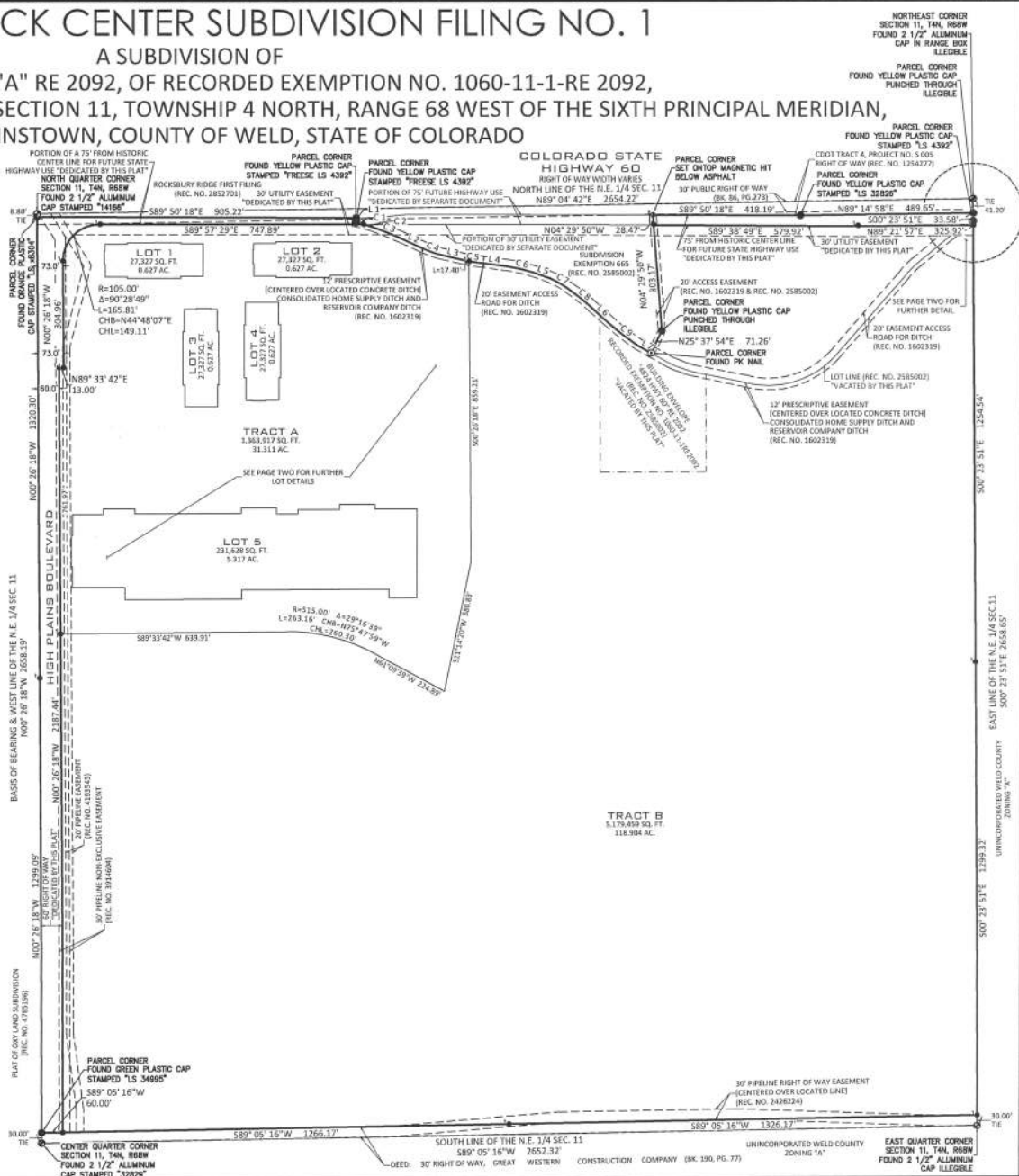
THIS PLAT, TO BE KNOWN AS EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER ___ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE ___ DAY OF ___, 20__

SURVEYING CERTIFICATE:

I, ADAM R. ZETTLMEYER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, BEING A SUBDIVISION OF LOT "B" RE 2092 & LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE 2092 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS ___ DAY OF ___, 2022.

ADAM R. ZETTLMEYER, PLS. COLORADO LICENSE NUMBER 38570 FOR AND ON BEHALF OF POINT CONSULTING, LLC 8460 W KEN CARY, AVE LITTLETON, CO 80120 (702) 258-6838 azettlmeyer@pnt-llc.com



POINT CONSULTING, LLC 8460 W KEN CARY, AVE # 101 LITTLETON, CO 80120 www.pnt-llc.com

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

Table with columns: DATE, DESCRIPTION, ORIGINAL PREPARATION, CITY COMMENTS. Includes entry for 12.03.2021 and 04.04.2022.

OVERALL SURVEY PLAT JOB NO. 21.022

SHEET 1/2

SHEET INDEX:

SHEET 1: COVER AND SUBDIVISION PLAT
SHEET 2: LOT DETAILS AND ADDITIONAL NOTES

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1

A SUBDIVISION OF

LOT "B" RE 2092 AND LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE 2092,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

GENERAL PLAT NOTES:

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

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

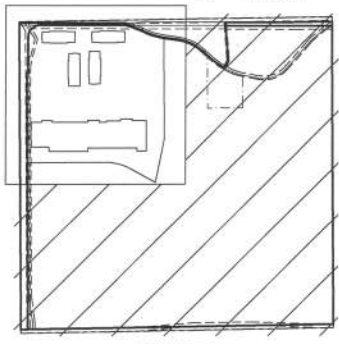
- SEC. SECTION
- COR. CORNER
- R.O.W. RIGHT OF WAY
- REC. NO. RECEIPTION NUMBER
- N. NORTH
- E. EAST
- S. SOUTH
- W. WEST
- U.S. U.S. SURVEY FOOT
- SQ. FT. SQUARE FOOT
- AC. ACRE
- R. RADIUS
- Δ. DELTA ANGLE
- L. ARC LENGTH
- CHB. CHORD BEARING
- CHL. CHORD LENGTH

ADDITIONAL PLAT NOTES:

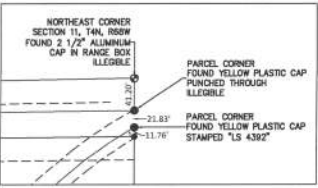
- MAINTENANCE NOTE:** MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC 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 PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- GENERAL OVERLID DRAINAGE NOTE:** LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN 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 INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

SURVEYOR'S NOTES:

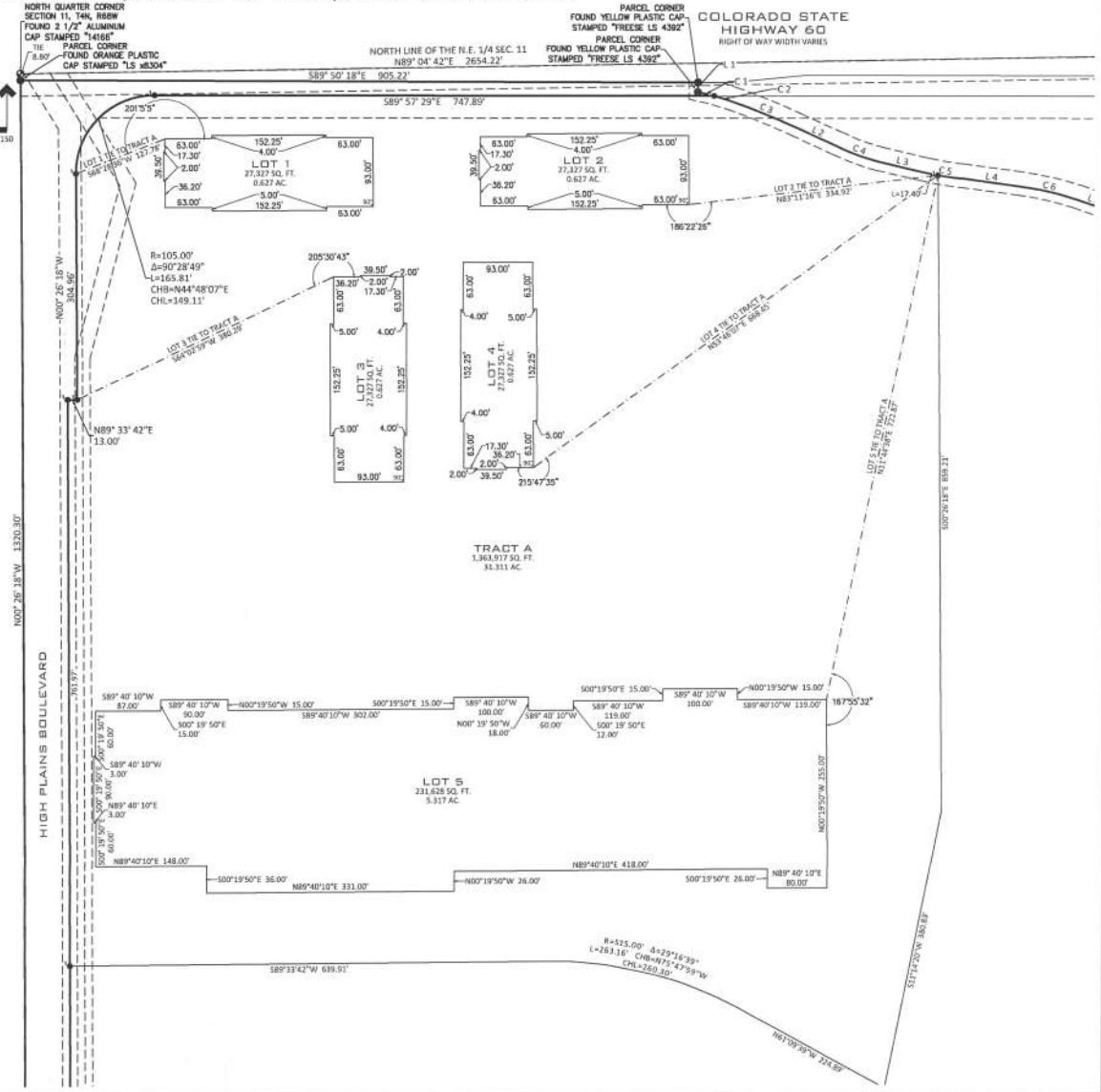
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TITLE COMMITMENT PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY: ORDER NO. FC225180901-3, EFFECTIVE DATE OF MAY 25, 2023 AT 5:00 P.M.
- PUBLISHED PROPERTY ADDRESS: VACANT LAND, CO.
- THE SUBJECT PROPERTY CONTAINS 6,752,470 SQUARE FEET OR 155.015 ACRES, MORE OR LESS.
- UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.
- BASIS OF BEARINGS: BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N07°26'18"W.
- FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 2006214056, WITH AN EFFECTIVE DATE OF JANUARY 13, 2022, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION: ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- LOTS 1, 2, 3, 4, AND 5 ARE COMPOSED ENTIRELY OF RIGHT ANGLES UNLESS OTHERWISE NOTED.



VICINITY MAP
1 INCH = 500 FEET



SECTION 11 NORTHEAST CORNER DETAIL
1 INCH = 75 FEET



POINT CONSULTING, LLC
8460 W. KEN CARL AVE # 101
LITTLETON, CO 80120
www.pointconsulting.com
PLANNING
CIVIL ENGINEERING
LAND SURVEYING

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

DATE	DESCRIPTION	LOT DETAILS AND ADDITIONAL NOTES
12.03.2021	ORIGINAL PREPARATION	
04.06.2022	CITY COMMENTS	

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-14**

APPROVING THE PRELIMINARY/FINAL PLAT FOR EAST LEDGE ROCK CENTER FILING NO. 1, BEING A SUBDIVISION OF LOT "B" RE 2092 AND LOT "A" RE 2092, OF RECORDED EXEMPTION NO. 1060-11-1-RE-2092, SITUATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 155.015 ACRES

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Ledge Rock Center, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for East Ledge Rock Center, Filing No. 1, being a Subdivision of Lot "B" Re 2092 and Lot "A" Re 2092, of Recorded Exemption No. 1060-11-1-Re-2092, situated in the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 155.015 acres; and

WHEREAS, on April 27, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat for East Ledge Rock Center, Filing No. 1; and

WHEREAS, on May 2, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat for East Ledge Rock Center, Filing No. 1, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat for East Ledge Rock Center substantially meets the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for East Ledge Rock Center, Filing No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for East Ledge Rock Center, a Preliminary/Final Plat for East Ledge Rock Center, Filing No. 1, being a Subdivision of Lot "B" Re 2092 and Lot "A" Re 2092, of Recorded Exemption No. 1060-11-1-Re-2092, situated in the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately

155.015 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat/Final Plat and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 20th day of May, 2022.



ATTEST:
By: Diana Seel
Diana Seel, Town Clerk

TOWN OF JOHNSTOWN, COLORADO
By: Gary Lebsack
Gary Lebsack, Mayor

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-15**

APPROVING THE PRELIMINARY/FINAL PLAT FOR WEST LEDGE ROCK CENTER, FILING NO. 1, BEING A SUBDIVISION OF LOT 2, OF PLAT OF OXY LAND SUBDIVISION, SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 33.219 ACRES

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Ledge Rock Center, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1, being a Subdivision of Lot 2, of Plat of Oxy Land Subdivision, situated in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 33.219 acres; and

WHEREAS, on April 27, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1; and

WHEREAS, on May 2, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1, substantially meets the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for West Ledge Rock Center, Filing No. 1, a Preliminary/Final Plat for West Ledge Rock Center, being a Subdivision of Lot 2, of Plat of Oxy Land Subdivision, situated in the Northwest Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 33.219 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat/Final Plat and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 24 day of May, 2022.



ATTEST:
By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO
By: Gary Lebsack
Gary Lebsack, Mayor

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Notwithstanding any provision in this Agreement to the contrary, the Parties recognize and agree that Developer has sought and obtained approval of the Final Plat in conjunction with the subdivision of the Property prior to submission to the Town of complete and acceptable construction documents, plans and reports that would allow the Town to determine the required Subdivision Improvements for the Property and the special conditions related thereto. The Parties are executing this Agreement in order that certain of Developer's rights and obligations with respect to the Development and the construction and installation of the Subdivision Improvements within the Development are mutually understood, agreed-upon and binding upon Developer's successors, assigns, transferees and run with the Property. Prior to development of any portion of the Property, the Developer shall be required to execute an amendment to this Agreement addressing development of such portion of the Property and the Subdivision Improvements and special conditions related thereto. Developer shall not construct Public Improvements without first obtaining Town approval of Civil Engineering Construction Plans applicable to such portion of the Property nor shall Developer construct Private Improvements without first obtaining Town approval of a Development Plan applicable to such portion of the Property.

2. Notwithstanding any provision in this Agreement to the contrary, for the avoidance of doubt, the term Developer as used in the Agreement shall have the following meaning:

- As to the portions of the Property subsequently owned by the District, including but not limited to the portion of the Town Parcel that will be conveyed by Ledge Rock Center to the District pursuant to the Purchase and Sale Agreement, the term "Developer" shall mean and include the District and not Ledge Rock Center; and
- As to the portions of the Property owned by Ledge Rock Center, the term "Developer" shall mean and include Ledge Rock Center and not the District.

3. The final determination of development obligations related to construction of Public Improvements shall be determined by the Town, at its discretion, and be included in amendments to this Agreement. Without limitation, the development obligations shall include:

- Construction and installation of road construction improvements, including, but not limited to, improvements to State Highway 60 and to various intersections;
- Construction and installation of right-of-way improvements;
- Participation in the configuration of an intersection at State Highway 60 and High Plains Boulevard and financial participation in the cost of a traffic signal at such intersection in an amount required by the Town;
- Construction and installation of sanitary sewer improvements;
- Construction and installation of water line improvements;

- Construction and installation of stormwater improvements; and
- Procurement of ditch, railroad and/or easement crossing agreements.

4. Developer shall coordinate all necessary plan and permitting processes and approvals with the Colorado Department of Transportation (“CDOT”) related to access and improvements that abut State Highway 60. A copy of all permits and approved plans shall be provided to the Town prior to Notice of Construction Acceptance.

5. When Developer is required to cross the railroad tracks owned by Great Western Railway of Colorado, L.L.C., a Colorado limited liability company (“GWRR”), to install utility pipelines, Developer shall, unless otherwise waived by the Town in writing, apply for and obtain a crossing license from GWRR. Developer shall also reimburse the pre-paid crossing license fee to the Town in the amount of Twenty-Five Thousand Dollars (\$25,000) per crossing.

6. Developer shall obtain approval for improvements to the Home Supply Ditch from the Consolidated Home Supply Ditch Company (“Ditch Company”) and provide the approved plans to the Town (“Home Supply Ditch Improvements”). Except for improvements installed in the public right-of-way, the Home Supply Ditch Improvements shall be Private Improvements and shall be operated and maintained by the Ditch Company or by the District. Prior to execution of any agreement between the Developer and the Ditch Company related to or in any manner impacting Public Improvements that will be dedicated to the Town (for example, ditch crossings of streets, walks, and utilities), which agreement will subsequently be assigned, or assigned in part, to the Town upon Final Acceptance, the Developer shall provide the agreement to the Town for review and approval.

7. In conjunction with the Colorado Department of Transportation, Developer shall install a park-n-ride at an agreed-upon location in the Development.

EXHIBIT C
PRELIMINARY SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)

EXHIBIT C

SUMMARY ESTIMATE OF PRELIMINARY PROJECT COSTS DISTRICT EXPENDITURES

May 10, 2022

PUBLIC IMPROVEMENT COSTS FOR
Ledge Rock Center - Commercial District
COMBINED AREA - 126 ACRES

Public Improvements	Quantity	Unit	Unit Cost	Total Cost
1 Grading/Miscellaneous				
Mobilization/General Conditions	10,380,348	SF	\$ 0.25	\$ 2,595,087
Clearing Grubbing and Topsoil Stripping	5,492,916	SF	\$ 0.05	\$ 274,646
Earthwork (cut/fill/place)	1,049,811	CY	\$ 3.00	\$ 3,149,433
Erosion Control	10,380,348	SF	\$ 0.15	\$ 1,557,052
Dewatering	238	AC	\$ 10,000.00	\$ 2,380,000
Traffic Control	1	LS	\$ 300,000.00	\$ 300,000
MSE Block Wall	37,350	SFF	\$ 45.00	\$ 1,680,750
Offsite Work	1,008,482	SF	\$ 10.00	\$ 10,084,820
Subtotal				\$ 22,021,788
2 Roadway Improvements/Miscellaneous Concrete Work				
CDOT State Highway 60 (82' section)	4,450	LF	\$ 820.00	\$ 3,649,000
Park n Ride Facility	68,121	SF	\$ 7.70	\$ 524,532
Signal	2	LS	\$ 400,000.00	\$ 800,000
Major Arterial (74' section)	2,640	LF	\$ 630.00	\$ 1,663,200
Major Collector (40' section)	4,545	LF	\$ 340.00	\$ 1,545,300
Asphalt Prep.	1,886,888	SF	\$ 1.10	\$ 2,075,577
Asphalt Place.	1,886,888	SF	\$ 6.60	\$ 12,453,461
Concrete Prep.	557,069	SF	\$ 2.20	\$ 1,225,552
Concrete Place.	557,069	SF	\$ 6.60	\$ 3,676,655
Subtotal				\$ 27,613,277
3 Potable Waterline Improvements				
12" Water Onsite	18,469	LF	\$ 125.00	\$ 2,308,625
8" Water Onsite	2,736	LF	\$ 100.00	\$ 273,600
Fire Hydrant	64	EA	\$ 3,500.00	\$ 224,000
Subtotal				\$ 2,806,225
4 Sanitary Sewer				
Offsite 18" Sewer	6,698	LF	\$ 160.00	\$ 1,071,680
Onsite 15" Sewer	2,302	LF	\$ 135.00	\$ 310,770
Onsite 10" Sewer	3,648	LF	\$ 127.00	\$ 463,296
Onsite 8" Sewer	11,379	LF	\$ 90.00	\$ 1,024,110
Offsite Underdrain	6,698	LF	\$ 45.00	\$ 301,410
Onsite Underdrain	25,989	LF	\$ 45.00	\$ 1,169,505
Subtotal				\$ 4,340,771
5 Storm Drainage Improvements				
Offsite 48" Farm Irrigation	4,087	LF	\$ 282.00	\$ 1,152,534
Offsite 24" Farm Irrigation	2,642	LF	\$ 210.00	\$ 554,820
Offsite 18" Farm Irrigation	3,278	LF	\$ 192.00	\$ 629,376
Onsite 60" StormSewer	767	LF	\$ 336.00	\$ 257,712
Onsite 48" StormSewer	2,321	LF	\$ 282.00	\$ 654,522
Onsite 36" StormSewer	3,098	LF	\$ 246.00	\$ 762,108
Onsite 24" StormSewer	8,608	LF	\$ 210.00	\$ 1,807,680
Onsite 18" StormSewer	6,535	LF	\$ 192.00	\$ 1,254,720
Onsite Underdrain	12,198	LF	\$ 90.00	\$ 1,097,820
Subtotal				\$ 8,171,292
6 Open Space, Parks and Trails				
Landscape/Irrigation/Amenities	2,260,563	LS	\$ 3.50	\$ 7,911,971
Regional Trails/Parks	166,020	SF	\$ 10.00	\$ 1,660,200
Site Lighting Cable	50,029	LF	\$ 12.00	\$ 600,348
Light Poles	384	EA	\$ 7,500.00	\$ 2,880,000
Monumentation	5	EA	\$ 50,000.00	\$ 250,000
Project Monument Tower	3	EA	\$ 1,000,000.00	\$ 3,000,000
Subtotal				\$ 16,302,519
				Infrastructure Subtotal
				\$ 81,255,871
				Contingency (15%)
				\$ 12,188,381
				Infrastructure Total Cost
				\$ 93,444,252
7 Admin. / Design / Permitting / Etc.				
Engineering/Surveying	1	LS	3.5%	\$ 3,270,549
Con. Man. / Inspection	1	LS	7.0%	\$ 6,541,098
Admin / Planning	1	LS	5.0%	\$ 4,672,213
Subtotal				\$ 14,483,859
8 Land Aquisition				
Land (parking, common and public areas)	3,136,320	SF	\$ 21.00	\$ 65,862,720
Real Estate Appraisal	1	LS	\$ 30,000.00	\$ 30,000
Subtotal				\$ 65,892,720
Total Hard/Soft Cost				\$ 173,820,831

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 Subdivision Development and Improvement Agreement for Ledge Rock Center, dated _____ of _____, 2022, among the Town of Johnstown, Ledge Rock Center, LLC, a Kansas limited liability company, and Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

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.

