

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
TOWN OF JOHNSTOWN  
(PAUTLER FARMS ESTATES SUBDIVISION)**

**This Subdivision Development and Improvement Agreement** (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”) and **PFI Properties I, LLC**, a Colorado limited liability company (the “Developer”).

**WITNESSETH:**

**WHEREAS**, Developer 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** attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, Developer seeks to develop the Property and to designate such development as Pautler Farms Estates Subdivision (“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 will approve, the Final Plat and Final Development Plan by passage of Resolution 2022-\_\_\_\_\_, containing terms and conditions of approval of the Final Plat and Final Development Plan, 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.

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

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

1.6 “**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.

1.7 “**Notice of Construction Acceptance**” shall mean the written certification that the Public Improvements are complete, which starts the warranty period.

1.8 “**Notice of Final Acceptance**” shall mean the written certification of final acceptance of the Public Improvements issued subsequent to the warranty period.

1.9 “**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, street signs and posts, parks, open space and postal service boxes.

1.10 “**Public Improvements**” shall mean, without limitation, the construction, installation, improvement and dedication of the public improvements, including, but not limited to those to be owned and maintained by the Town, as specifically set forth in the Civil Engineering Construction Plans, which may include 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 as set forth in such Civil Engineering Construction Plans.

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

1.12 “**Subdivision Improvements**” shall mean the Public Improvements, Private Improvements and Dry-Utilities.

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

1.14 “**Town Manager**” shall include the Town Manager and his authorized designees.

1.15 “**Town Official**” shall include the Town Manager, Town Attorney and their authorized designees.

## **SUBDIVISION IMPROVEMENTS**

### **2. Public Improvements**

#### ***2.1 Pre- Construction***

a. **Engineering Services:** Prior to any development of the Property, Developer shall furnish, at its own expense, all engineering services in connection with construction, installation and improvement (as applicable) 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 any construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town for review and shall participate in a pre-construction meeting with the Town Public Works Department. 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 agrees that it shall not unreasonably delay review of the Civil Engineering Construction Plans. If phasing is indicated on the approved Civil Engineering Construction Plans, such phasing may be modified only with 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. **Rights-of-Way, Easements, Permits and Use Tax:** 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 Manager 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 land dedication or acceptance of 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. Developer shall also pay all applicable use tax due and owing to the Town.

## 2.2 *Construction of Public Improvements:*

2.2.1 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 Approved 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 new and both workmanship and materials shall be of good quality.

2.2.2 At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 300-foot radius of the construction along with contact information for the Developer. Such contact list shall be provided to the Town with a copy of the notification prior to the commencement of the construction. Notification may be made 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 Manager informed by monthly 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 and Inspection:** Developer shall employ, at its own expense, a qualified independent testing company, to perform all testing of materials or construction that may be reasonably required by the Town with respect to the Public Improvements. Developer shall furnish certified copies of test results to the Town. 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 substantially conform to the Civil Engineering Construction Plans. Any material or work not substantially conforming to the Civil Engineering Construction Plans shall, upon notice to Developer by the Town, be removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.5 **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 Manager's written consent to the extension. Notwithstanding the foregoing or anything herein to the contrary, in the event of a Force Majeure Event and upon Developer's written notice to the Town, the deadline to complete construction of the Public Improvements will be automatically extended on a day-for-day basis for as long as the Force Majeure Event remains in effect.

2.6 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Public Improvements, Developer shall, prior to the commencement of construction of the Public Improvements, 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 Public 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 this guarantee may be phased in accordance with approved plans as noted in 2.1b.

### 3. **Private Improvements**

3.1 **Pre-Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site 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, street signs and posts, parks and open space 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 Site Development Plan, which such notice will not be unreasonably delayed. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site 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. Developer shall also pay all applicable use tax due and owing to the Town and County.

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 Site 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 the 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 substantially conform to the Site Development Plan. Any material or work not substantially conforming to the Site Development Plan shall, after written notice from the Town, be removed, repaired or replaced, at Developer's expense and to the reasonable satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that is eighteen (18) months after commencement of such Private Improvements, or unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension, which, if based upon good faith, will not be unreasonably withheld. The Town may, in 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 in the form of 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 is provided to the Town. Notwithstanding the foregoing or anything herein to the contrary, in the event of a Force Majeure Event and upon Developer's written notice to the Town, the deadline to complete construction of the Public Improvements will be automatically extended on a day-for-day basis for as long as the Force Majeure Event remains in effect. 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 and applicable, 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 Manager for acceptance of the Public Improvements and for final review of the Private Improvements, within thirty (30) days of the completion date of the applicable 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, 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 Manager 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 to written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, 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 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 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. 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 certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the 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 of the Public Improvements, Developer shall, after notice from the Town, 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 reasonably determined by the Town, such prior written notice shall be deemed waived and the Town may proceed as it reasonably deems necessary at the reasonable expense of Developer or the issuers of the Maintenance Guarantee; provided, however, that the Town provides notice to Developer of the emergency and the basis therefor. 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 of the Public Improvements, which time period may be extended in the Town’s discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements and the landscaping (“Final



Acceptance”). If the Town determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required and the landscaping is established, the Town Manager shall provide certification of completion by issuance of a Notice of Final Acceptance. If the Town determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required or that the landscaping is not properly established, the Town Manager 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 Manager for a final inspection of the Public Improvements and the landscaping. Failure of the Developer to make a 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 or operate the Public Improvements as the Town deems appropriate.

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. 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 homeowners’ 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, including detention and stormwater facilities, irrigation and landscaping of common open spaces and adjacent public rights-of-way, shall be owned, operated and maintained, as appropriate and applicable, 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.

## **BUILDING PERMITS**

7.1 The Town shall not issue building permits or install water meters 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 RE-5J and Front Range Fire and Rescue Fire District; (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) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all Developer is not in default under this Agreement.

7.2 Notwithstanding the foregoing, the Town may, in 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 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, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

### **OPERATION STANDARDS**

8.1 [Intentionally omitted.]

### **DEVELOPMENT STANDARDS**

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and all other applicable agreements with the Town related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Final Development Plans, the Resolution or Approved Plans, Developer shall comply with the Johnstown Municipal Code, landscape and construction standards and specifications and the Town-approved planned unit development (PUD) design guidelines with respect to construction of the Subdivision Improvements.

9.3 If the Property is included in a metropolitan district or a homeowners association is created, Developer shall dedicate all outlots and tracts containing any open space and park areas to such entity.

9.4 All Final Plats and construction drawings shall be submitted in print and digital form which must conform to the Town's format and content requirements.

9.5 Developer shall take commercially reasonable 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 Town Officials, 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 reasonable 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 in connection with the work pursuant to this Agreement, except to the extent caused by negligence or willful misconduct of the Town. Unless otherwise provided by the Town in writing, 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, Town Officials, 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. The liability insurance shall name the Town, Town Officials, its employees, agents and representatives as additional insureds. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its 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.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any adverse 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. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 **Cost Reimbursement to Town:** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing 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, Town Officials, employees, or agents, or any other person acting on behalf of the Town 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, 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 reasonably 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 or Performance Guarantee; provided, however, the Town will deliver notice to the Developer of the emergency and the basis therefor.

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 a Public 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, until any default is 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, in its discretion, complete such incomplete Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such incomplete Subdivision Improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said incomplete Subdivision Improvements and refund any money collected in excess of the actual cost of completing the incomplete Subdivision Improvements completed by the Town. 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 to 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 material default of this Agreement; provided, however, that if Developer is diligently pursuing a cure and is unable to cure the material default within such thirty (30)-day period, Developer shall be entitled to such time as is reasonable to cure the material default.

### **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 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, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments:*** In the event of a sale or transfer of not all, but any portion which amounts to less than all, of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, 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 Council. Notwithstanding the foregoing or anything herein to the contrary, in the event of a sale or transfer of all of the Development, upon written approval of the Town, the seller or transferor may be relieved of its obligations hereunder, in which case the purchaser or transferee shall become liable for the performance of the obligations contained in this Agreement. For purposes of clarity, in the event of a sale or transfer of all of the Development, the Town shall return any letter of credit, bond or cash deposited with the Town which secures a Performance Guarantee, Maintenance Guarantee, or any other obligation hereunder on the condition that the Town does not have grounds, based on work to date, to withhold such guarantee, and the purchaser or transferee of the Development shall be required to deposit a letter of credit, bond or cash to secure such Performance Guarantee, Maintenance Guarantee, or other obligation in the then-applicable amount of said Performance Guarantee, Maintenance Guarantee, or other guaranteed obligation.

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 e-mail delivery, but only upon confirmation of receipt of such facsimile or e-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:**

**PFI Properties I, LLC**

Attention: Paul Pautler  
2402 Sunset Lane  
Greeley, CO 80634  
Email: \_\_\_\_\_

**TO TOWN:**

**TOWN OF JOHNSTOWN**

Attention: Town Manger  
450 S. Parish Ave.  
P. O. Box 609  
Johnstown, CO 80534  
Email: MLeCerf@JohnstownCO.gov

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including reasonable 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 parties intend, and the Town agrees, that the Property is hereby granted, and the Final Plat shall have, vested property rights for a period of three (3) years from the date of this Agreement, which such vested right shall include the right to develop the Property in accordance with the Final Plat.

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 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.

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, moratorium, a pandemic or epidemic, government shutdowns, war, terrorism, fire or action or inaction of government authorities (each a “Force Majeure Event”).

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 \_\_\_\_\_, 2021.

**SIGNATURES ON FOLLOWING PAGE**



PFI PROPERTIES I, LLC

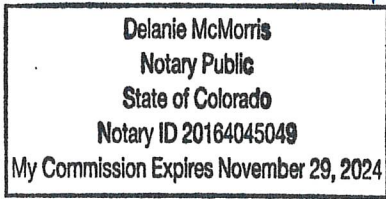
By: *Paul Pautler*  
Name: Paul Pautler  
Title: Managing Member

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF Weld            )

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of May, 2022, by Paul Pautler, as the Managing Member of PFI Properties I, LLC.

WITNESS my hand and official seal.

My commission expires: 11/29/2024



*Delanie McMorris*  
Notary Public

TOWN OF JOHNSTOWN, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT  
FOR  
THE TOWN OF JOHNSTOWN  
(PAUTLER FARMS ESTATES SUBDIVISION)**

**EXHIBITS**

**TABLE OF CONTENTS**

<b>EXHIBIT A:</b>	Legal Description of the Property
<b>EXHIBIT B-1:</b>	Copy of Final Plat
<b>EXHIBIT B-2:</b>	Town Resolution Approving Development
<b>EXHIBIT C:</b>	Schedule of Public Improvements
<b>EXHIBIT D:</b>	Irrevocable Letter of Credit Form

**EXHIBIT A**

**LEGAL DESCRIPTION  
(Property)**

LOT 1, BLOCK 8 AND TRACT F, STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PM, TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO.

**EXHIBIT B-1**

**FINAL PLAT**

(SEE ATTACHED)

# PAUTLER FARMS ESTATES

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F, STROH FARM, FILING NO. 6  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M.  
TOWN OF JOHNSTOWN, COUNTY OF WELD, COLORADO

### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT PFI PROPERTIES I, LLC, A LIMITED LIABILITY COLORADO COMPANY AND THE TOWN OF JOHNSTOWN, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 1, BLOCK 8 AND TRACT F, STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, WELD COUNTY, COLORADO.

PARCEL CONTAINS 525,219 SQUARE FEET OR 12.057 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, OUTLOTS, TRACTS AND RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **PAUTLER FARMS ESTATES** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

PFI PROPERTIES I, LLC

BY \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021 BY \_\_\_\_\_ AS \_\_\_\_\_ OF PFI PROPERTIES I, LLC

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

### TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **PAUTLER FARMS ESTATES**, 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 \_\_\_\_\_, 2021.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
MAYOR TOWN CLERK

### OWNER AND DEVELOPER

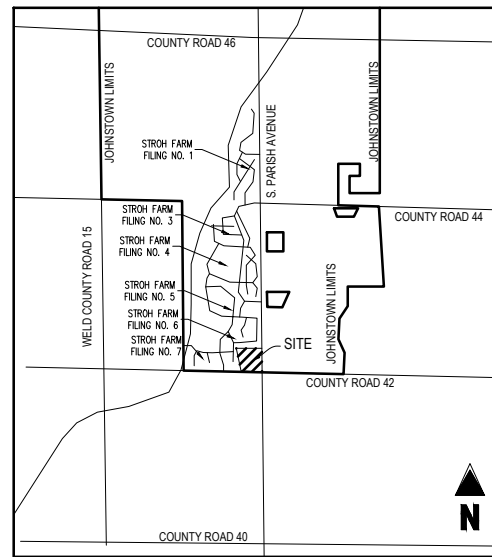
PFI PROPERTIES I, LLC  
JAMIE SETTER  
2402 SUNSET LANE  
GREELEY, CO 80634

### SITE ENGINEER

GALLOWAY & COMPANY  
JAMIE SETTER  
15265 RONALD REAGAN BLVD., SUITE 210  
JOHNSTOWN, CO 80534

### SURVEYOR

GALLOWAY & COMPANY  
READE COLIN ROSELLES  
15265 RONALD REAGAN BLVD., SUITE 210  
JOHNSTOWN, CO 80534



**VICINITY MAP**  
NOT TO SCALE

### GENERAL NOTES

- 1) BASIS OF BEARINGS: ASSUMED SOUTH 00°49'15" EAST, A DISTANCE OF 664.22 FEET ALONG THE EAST LINE OF TRACT A, STROH FARMS FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED AT THE NORTH BY A NO. 4 OF UNKNOWN LENGTH WITH ORANGE PLASTIC CAP, STAMPED "LS 34990" AND AT SOUTH BY A NO. 5 REBAR OF UNKNOWN LENGTH WITH A BLUE PLASTIC CAP, STAMPED "LS 34174" AS SHOWN HEREON.
- 2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT 5509-3583861, DATED SEPTEMBER 30, 2020 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.
- 3) PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1420F, HAVING AN MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES 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.
- 4) ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- 5) CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- 6) NOTICE: 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. C.R.S. 13-80-105(3)(A).

### PLAT NOTES

- 1) 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.
- 2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS 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 SUBDIVIDERS AGREEMENT. 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. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- 3) STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING "NO PARKING/FIRE LANE" SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.
- 4) STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.
- 5) DRAINAGE LIABILITY: THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.
- 6) LANDSCAPE MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR ANY ENTITY OTHER THAN THE TOWN, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
- 7) SIGHT DISTANCE: THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL.

### SURVEYOR'S CERTIFICATION:

I, READE COLIN ROSELLES, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **PAUTLER FARMS ESTATES** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

READE COLIN ROSELLES  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37911  
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

LAND USE SUMMARY						
PAUTLER FARMS ESTATES						
OUTLOT	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL
A	30,467	0.699	HOME OWNER ASSOCIATION	HOME OWNER ASSOCIATION	DRAINAGE, UTILITY AND ACCESS EASEMENT	
B	22,277	0.511	HOME OWNER ASSOCIATION	HOME OWNER ASSOCIATION	UTILITY AND DRAINAGE EASEMENT	
TOTAL	52,744	1.210				10.04%
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)						
ROAD	AREA (SQ. FT.)	AREA ACRES				
RIGHT OF WAY(WCR 42 & S. PARISH AVE.)	48,176	1.106				
INTERNAL ROADWAY RIGHT OF WAY	32,060	0.736				
TOTAL	80,236	1.842				15.28%
SINGLE FAMILY LOTS						
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	392,239	9.005	11			74.69%
TOTAL AREA	12,057	TOTAL PERCENTAGE				100.00%

### COPYRIGHT

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



**PAUTLER FARMS ESTATES**

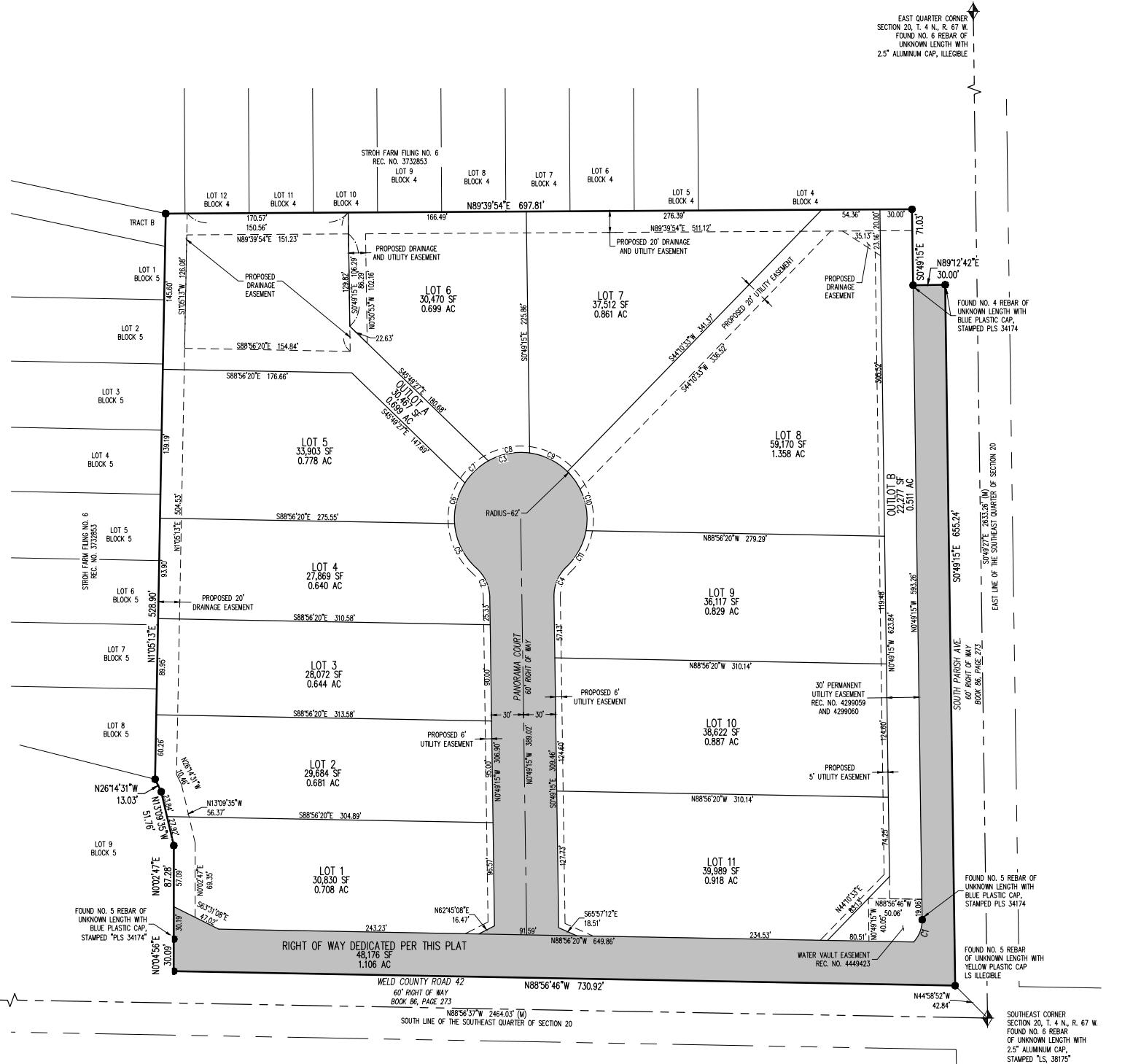
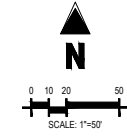
BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M. TOWN OF JOHNSTOWN, COUNTY OF WELD, COLORADO

#	Date	Issue / Description	Init.
1	4/13/2021	TOWN COMMENTS	AN
2	6/9/2021	TOWN COMMENTS	RR
3	6/30/2021	TOWN COMMENTS	RR

Project No: PF100001.10  
Drawn By: ACS  
Checked By: RCR  
Date: 10/29/2020

# PAUTLER FARMS ESTATES

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



- LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - PLSS ALIQUOT LINE
  - EXISTING EASEMENT
  - ALIQUOT CORNER (AS DESCRIBED)
  - FOUND NO. 5 REBAR OF UNKNOWN LENGTH WITH ORANGE PLASTIC CAP, STAMPED 34990 UNLESS OTHERWISE NOTED
  - FOUND NO. 6 REBAR OF UNKNOWN LENGTH WITH BLUE PLASTIC CAP, STAMPED PLS 34174
  - FOUND NO. 5 REBAR OF UNKNOWN LENGTH WITH YELLOW PLASTIC CAP IS ILLEGIBLE
  - DEDICATED RIGHT OF WAY PER THIS PLAT

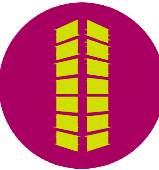
PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	43°41'32"	22.88	30.00	N21°01'51"E	22.33
C2	47°09'23"	31.28	38.00	N24°23'56"W	30.40
C3	27°41'46"	296.83	62.00	S89°10'45"W	84.32
C4	47°09'23"	31.28	38.00	S22°45'27"W	30.40
C5	43°46'44"	47.37	62.00	N28°05'15"W	46.23
C6	36°57'00"	39.98	62.00	N14°16'37"E	39.29
C7	28°01'51"	30.33	62.00	N46°46'02"E	30.03
C8	36°57'34"	39.99	62.00	N79°15'44"E	39.30
C9	36°58'17"	40.01	62.00	S63°46'20"E	39.32
C10	55°38'43"	60.18	62.00	S17°28'51"E	57.84
C11	36°00'38"	38.97	62.00	S28°19'49"W	38.33

**SPECIAL PROVISIONS:**

1) PER THE WATER AND SEWER SERVICE AGREEMENT, DATED \_\_\_\_\_, 2021, RECORDED AT RECEPTION # \_\_\_\_\_, EACH LOT MUST MEET STRICT ADHERENCE TO TOWN-APPROVED LANDSCAPE AND IRRIGATION GUIDELINES. ADDITIONAL IRRIGATION NEEDS WILL RESULT IN THE REQUIREMENT FOR ADDITIONAL DEDICATION OF RAW WATER SHARES.

**COPYRIGHT**  
 THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



**PAUTLER FARMS ESTATES**

BEING A REPLAT OF LOT 1, BLOCK 8 AND TRACT F OF STROH FARM, FILING NO. 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, T. 4 N., R. 67 W. OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, COLORADO

#	Date	Issue / Description	Init.
1	4/13/2021	TOWN COMMENTS	AN
2	6/30/2021	TOWN COMMENTS	RR
3	6/30/2021	TOWN COMMENTS	RR

Project No: PF000001.10  
 Drawn By: ACS  
 Checked By: RCR  
 Date: 10/29/2020

**EXHIBIT B-2**

**(RESOLUTION APPROVING PLAT OR PLAN)**

(SEE ATTACHED)

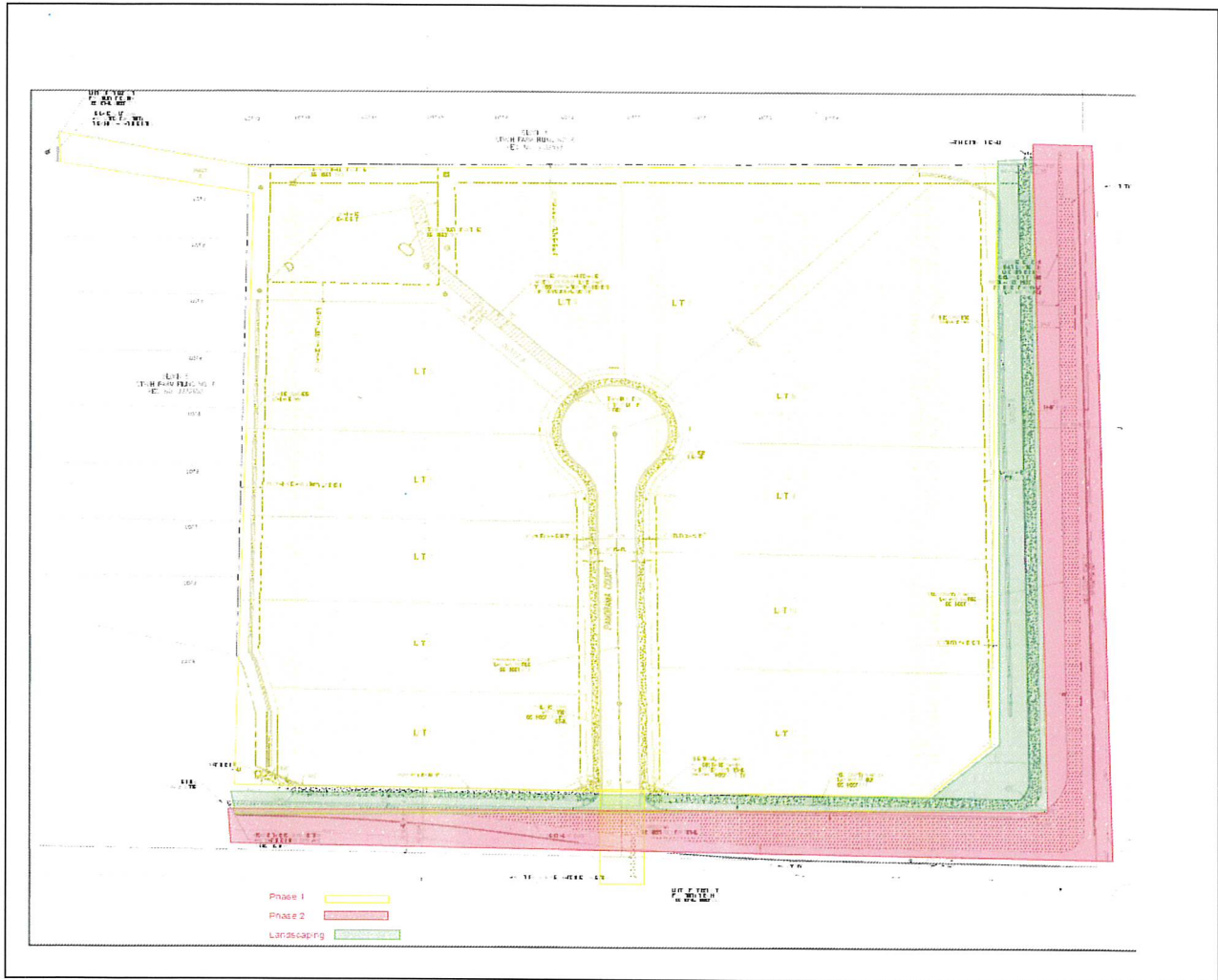
## EXHIBIT B-3

### SPECIAL PROVISIONS

1. This Development shall be permitted to be constructed in two phases, and otherwise in accordance with the Approved Civil Engineering Construction Plans.
  - a. Phase 1, per attached Exhibit B-3.1, shall consist of:
    - i. full site grading;
    - ii. all utility connections to mains and other utility improvements specifically required for and related to the construction of the cul-de-sac and residential lots;
    - iii. all right-of-way and paving improvements related to the construction of the cul-de-sac and residential lots; and
    - iv. all on-site stormwater and detention areas and the initial seeding related to that improvement to control erosion.
  - b. Phase 2 shall consist of the paving and improvements to CR 42 and Parish Ave. (CR 17) rights-of-way and any remaining improvements documented in the Approved Plans.
  - c. Portions of landscaping of the right-of-way and common open space areas may be separately guaranteed, and installed after Notice of Construction Acceptance is received for Phase 1 and Phase 2. Said guarantee is due to prior to issuance of the Notice of Construction Acceptance for Phase 2.
2. All landscaping and Subdivision Improvements shall be fully installed and Accepted by the Town prior to issuance of any Certificate of Occupancy for any structure within this Development.
3. Performance Guarantee, per Sections 2.6, shall be provided to the Town in accordance with this agreement. A portion may be released upon Notice of Construction Acceptance for each phase, which shall be replaced with an appropriate Maintenance Guarantee. Separate surety may be posted for the landscaping and other Private Improvements, as required by the Town.



## Exhibit B-3.1



Phase 1

- Area shaded in Yellow including the Cul-de-sac
- full site grading;
- all utility connections to mains and other utility improvements specifically required for and related to the construction of the cul-de-sac and residential lots;
- all right-of-way and paving improvements related to the construction of the cul-de-sac and residential lots; and
- all on-site stormwater and detention areas and the initial seeding related to that improvement to control erosion.

Phase 2 shall consist of:

- Area shaded in light red
- Phase 2 shall consist of the paving and improvements to CR 42 and Parish Ave. (CR 17) rights-of-way and any remaining improvements documented in the Approved Plans.

Landscape:

- Area shaded in green.
- Portions of landscaping of the right-of-way and common open space areas may be separately guaranteed and installed after Notice of Construction Acceptance is received for Phase 1 and Phase 2. Said guarantee is due to prior to issuance of the Notice of Construction Acceptance for Phase 2.

**EXHIBIT C**

**CERTIFIED SCHEDULE OF SUBDIVISION IMPROVEMENTS  
(ATTACHED)**



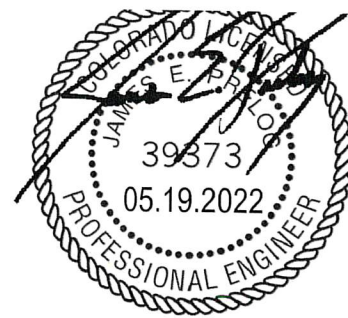
5265 Ronald Reagan Blvd., Suite 210  
 Johnstown, CO 80534  
 970.800.3300 • GallowayUS.com

**Pautler Farms Estates**

Engineer's Opinion of Probable Cost of Public Improvements

Date

May 19, 2022



Group	Activity	Unit	Qty	Unit Cost	Total Cost
<b>Earthwork</b>					
Earthwork	Remove/Replace Curb/gutter	Linear Feet	788	\$ 42.00	\$ 33,096.00
Earthwork	Remove Asphalt - Major Road	Square Yard	3068	\$ 22.00	\$ 67,496.00
<b>Sanitary</b>	<b>Sub Total</b>				<b>\$ 100,592.00</b>
<b>Sanitary</b>					
Sanitary	8" Sanitary Sewer	Linear Feet	981	\$ 70.00	\$ 68,670.00
Sanitary	Connect to Existing	Each	1	\$ 5,400.00	\$ 5,400.00
Sanitary	4' DIA Sanitary Sewer Manhole	Each	6	\$ 5,000.00	\$ 30,000.00
Sanitary	4" Sanitary Service	Each	11	\$ 1,898.00	\$ 20,878.00
<b>Sanitary</b>	<b>Sub Total</b>				<b>\$ 124,948.00</b>
<b>Water</b>					
Water	8" Water Main	Linear Feet	962	\$ 48.00	\$ 46,176.00
Water	Connect to Existing -12"	Each	1	\$ 3,680.00	\$ 3,680.00
Water	Connect to Existing - 8"	Each	1	\$ 3,680.00	\$ 3,680.00
Water	8" Water Main Tee	Each	4	\$ 1,500.00	\$ 6,000.00
Water	8" Water Main Gate Valve	Each	3	\$ 2,500.00	\$ 7,500.00
Water	8" Water Main - 45 bend	Each	4	\$ 800.00	\$ 3,200.00
Water	8" X 3/4" Single Family Water Service	Each	11	\$ 2,114.22	\$ 23,256.42
Water	Fire Hydrant Assembly Including Lead	Each	2	\$ 8,000.00	\$ 16,000.00
<b>Water</b>	<b>Sub Total</b>				<b>\$ 109,492.42</b>
<b>Storm</b>					
Storm	18" RCP	Linear Feet	328	\$ 80.50	\$ 26,404.00
Storm	24" RCP	Linear Feet	19	\$ 97.00	\$ 1,843.00
Storm	15" RCP	Linear Feet	52	\$ 75.00	\$ 3,900.00
Storm	Headwall	Each	1	\$ 3,000.00	\$ 3,000.00
Storm	5' DIA Storm Manhole	Each	2	\$ 5,750.00	\$ 11,500.00
Storm	Forebay	Each	2	\$ 8,000.00	\$ 16,000.00
Storm	Type C Inlet	Each	1	\$ 6,250.00	\$ 6,250.00
Storm	10' Type R Inlet	Each	1	\$ 9,750.00	\$ 9,750.00
Storm	Outlet Structure	Each	1	\$ 11,000.00	\$ 11,000.00
<b>Storm</b>	<b>Sub Total</b>				<b>\$ 89,647.00</b>



**Pautler Farms Estates**

Engineer's Opinion of Probable Cost of Public Improvements

Date

May 19, 2022

Group	Activity	Unit	Qty	Unit Cost	Total Cost
<b>Concrete</b>					
Concrete	5' Wide Sidewalk	Square Feet	4700	\$ 5.00	\$ 23,500.00
Concrete	3' Concrete Pan	Linear Feet	1138	\$ 23.00	\$ 26,174.00
Concrete	10' Wide Sidewalk	Square Feet	5530	\$ 7.00	\$ 38,710.00
Concrete	30" Vertical Curb And Gutter	Linear Feet	699	\$ 20.00	\$ 13,980.00
Concrete	31" Rollover Curb And Gutter	Linear Feet	938	\$ 22.00	\$ 20,636.00
Concrete	Handicap Ramps	Each	2	\$ 3,750.00	\$ 7,500.00
Concrete	6' Concrete Crossspan	Square feet	450	\$ 12.00	\$ 5,400.00
<b>Concrete</b>	<b>Sub Total</b>				<b>\$ 135,900.00</b>
<b>Asphalt</b>					
Asphalt	Asphalt Paving - Local Street	Square Yard	2181	\$ 46.00	\$ 100,326.00
Asphalt	Aggregate Base Course - Local Street	Square Yard	2181	\$ 11.00	\$ 23,991.00
Asphalt	Asphalt Paving - Major Street	Square Yard	3068	\$ 46.00	\$ 141,128.00
Asphalt	Aggregate Base Course - Major Street	Square Yard	3068	\$ 16.00	\$ 49,088.00
<b>Asphalt</b>	<b>Sub Total</b>				<b>\$ 314,533.00</b>
<b>Erosion Control</b>					
Erosion	Erosion Control Mobilization	Each	1	\$ 2,500.00	\$ 2,500.00
Erosion	Erosion Control BMPs	Lump Sum	1	\$ 25,000.00	\$ 25,000.00
Erosion	SWMP Inspections and Permits	Lump Sum	1	\$ 7,500.00	\$ 7,500.00
Erosion	Erosion Control Maintenance	Month	6	\$ 2,500.00	\$ 15,000.00
<b>Erosion Control</b>	<b>Sub Total</b>				<b>\$ 50,000.00</b>
<b>Miscellaneous</b>					
Signage	Street Signs	Each	4	\$ 775.00	\$ 3,100.00
<b>Misc.</b>	<b>Sub Total</b>				<b>\$ 3,100.00</b>
<b>Pautler Farms Estates Development Costs</b>					<b>\$ 928,212</b>

NOTE: The above costs include materials and labor.

**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 the Pautler Farms Estates Subdivision, dated \_\_\_\_\_, 20\_\_\_\_, between the Town of Johnstown and PFI Properties I, 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