

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(THE GRANARY FILING ONE)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **Hartford Investments, LLC**, a Colorado limited liability corporation (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 The Granary Filing One (“Development”); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution 2022-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

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.

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

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

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

1.7 **“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.

1.8 **“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.

1.9 **“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.

1.10 **“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.

1.11 **“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**.

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

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

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

1.15 **“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 agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

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

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within 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 bond in the form approved by the Town, 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.

3. **Private Improvements**

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

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

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to yard 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 or the Granary Metropolitan District Nos. 1-9, or any of them (collectively or singularly, the “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 bond in the form approved by the Town, 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 (“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 *Dedication and Maintenance of Subdivision Improvements:* Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 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 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; (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; and (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, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

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

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

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

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

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

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

DEVELOPMENT STANDARDS

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

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

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

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

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept

free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

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

10.3 ***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, its 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 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**, 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 any portion 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.

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, postage prepaid and addressed as follows:

TO DEVELOPER:
HARTFORD INVESTMENTS, LLC
Attention: Landon Hoover
4801 Goodman Rd.
Timnath, CO 80547
Email: landon@hartfordco.com

TO TOWN:
TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
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 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 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 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.

[Remainder of page intentionally left blank.]

The Agreement is approved as to form and as to the agreements and obligations contained therein related to the Granary Metropolitan District Nos. 1-9

GRANARY METROPOLITAN DISTRICT
NOS. 1-9

By: 

President

Attest:



Secretary

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(THE GRANARY FILING ONE)**

EXHIBITS

TABLE OF CONTENTS

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

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

The Granary Filing One

THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THEREFROM RIGHT OF WAY CONVEYED TO THE GREAT WESTERN CONSTRUCTION COMPANY BY DEED RECORDED IN BOOK 194, PAGE 290 AND RIGHT OF WAY CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY DEED RECORDED IN BOOK 163, PAGE 246, WELD COUNTY RECORDS, ALSO EXCEPT RESERVATIONS CONTAINED IN PATENT RECORDED IN BOOK 153, PAGE 40, AND IN DEED RECORDED IN BOOK 50, PAGE 233, WELD COUNTY RECORDS.

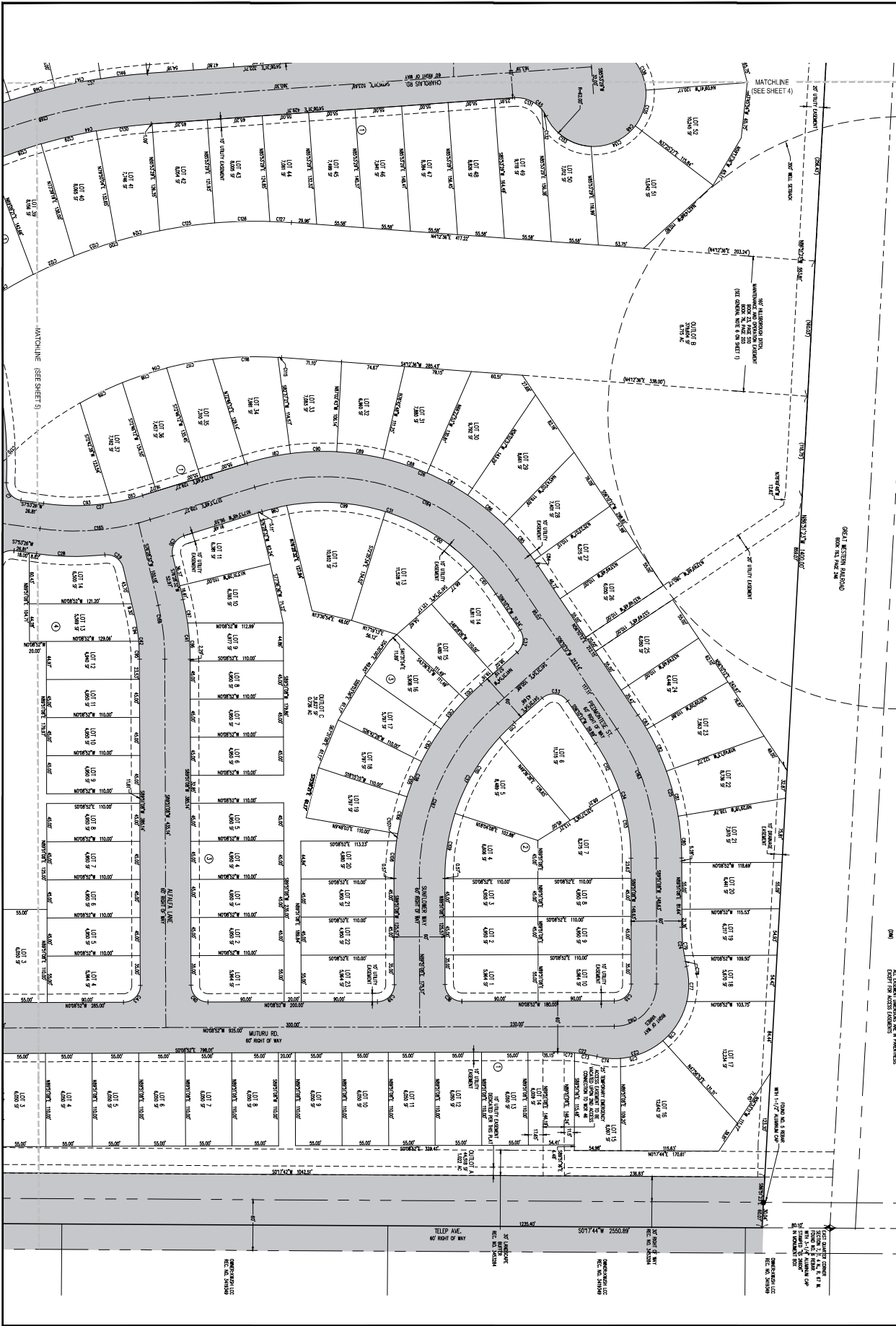
EXHIBIT B-1

PLAT

(SEE ATTACHED)



THE GRANARY FILING ONE
 PART OF THE SOUTHEAST QUARTER OF SECTION 7,
 T.4 N., R.67 W., OF THE 6TH P.M.,
 COUNTY OF WELD, STATE OF COLORADO

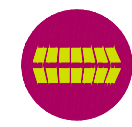


- LEGEND**
- CONVEYANCE & EASEMENT WITH L-1-C
 - EASEMENT
 - ◀ ADJACENT PROPERTY (SEE SHEET 8)
 - ◀ ADJACENT PROPERTY (SEE SHEET 9)
 - PUBLIC RIGHT OF WAY (SEE SHEET 8)
 - PUBLIC RIGHT OF WAY (SEE SHEET 9)
 - ALL LOT AND EASEMENT ARE IN WARRANTEES
 - ALL LOT AND EASEMENT ARE IN WARRANTEES
- PROJECT LINE
 LOT LINE
 SECTION LINE
 EASEMENT LINE
 RIGHT OF WAY
 RESERVATION NUMBER

3 of 9

Lot No.	Area (sq. ft.)	Owner Name
LOT 1	6,000.5	WARRANTEE
LOT 2	6,000.5	WARRANTEE
LOT 3	6,000.5	WARRANTEE
LOT 4	6,000.5	WARRANTEE
LOT 5	6,000.5	WARRANTEE
LOT 6	6,000.5	WARRANTEE
LOT 7	6,000.5	WARRANTEE
LOT 8	6,000.5	WARRANTEE
LOT 9	6,000.5	WARRANTEE
LOT 10	6,000.5	WARRANTEE
LOT 11	6,000.5	WARRANTEE
LOT 12	6,000.5	WARRANTEE
LOT 13	6,000.5	WARRANTEE
LOT 14	6,000.5	WARRANTEE
LOT 15	6,000.5	WARRANTEE
LOT 16	6,000.5	WARRANTEE
LOT 17	6,000.5	WARRANTEE
LOT 18	6,000.5	WARRANTEE
LOT 19	6,000.5	WARRANTEE
LOT 20	6,000.5	WARRANTEE
LOT 21	6,000.5	WARRANTEE
LOT 22	6,000.5	WARRANTEE
LOT 23	6,000.5	WARRANTEE
LOT 24	6,000.5	WARRANTEE
LOT 25	6,000.5	WARRANTEE
LOT 26	6,000.5	WARRANTEE
LOT 27	6,000.5	WARRANTEE
LOT 28	6,000.5	WARRANTEE
LOT 29	6,000.5	WARRANTEE
LOT 30	6,000.5	WARRANTEE
LOT 31	6,000.5	WARRANTEE
LOT 32	6,000.5	WARRANTEE
LOT 33	6,000.5	WARRANTEE
LOT 34	6,000.5	WARRANTEE
LOT 35	6,000.5	WARRANTEE
LOT 36	6,000.5	WARRANTEE
LOT 37	6,000.5	WARRANTEE
LOT 38	6,000.5	WARRANTEE
LOT 39	6,000.5	WARRANTEE
LOT 40	6,000.5	WARRANTEE
LOT 41	6,000.5	WARRANTEE
LOT 42	6,000.5	WARRANTEE
LOT 43	6,000.5	WARRANTEE
LOT 44	6,000.5	WARRANTEE
LOT 45	6,000.5	WARRANTEE
LOT 46	6,000.5	WARRANTEE
LOT 47	6,000.5	WARRANTEE
LOT 48	6,000.5	WARRANTEE
LOT 49	6,000.5	WARRANTEE
LOT 50	6,000.5	WARRANTEE

THE GRANARY FILING ONE
 PART OF THE SOUTHEAST QUARTER OF SECTION 7,
 T.4 N., R.67 W., OF THE 6TH P.M.,
 COUNTY OF WELD, STATE OF COLORADO



CONTRACT
 THE GRANARY FILING ONE, PART OF THE SOUTHEAST QUARTER OF SECTION 7, T.4 N., R.67 W., OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, IS HEREBY FILED FOR RECORD AND INDEXING.

Galloway
 5555 North Westgate Blvd., Suite 200
 Denver, CO 80240
 303.440.8800
 Galloway.com

EXHIBIT B-2

RESOLUTION APPROVING PLAT

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS (The Granary Filing 1)

Section 1	Regional Sanitary Sewer Interceptor
Section 2	Regional Stormwater Outfall Pipe
Section 3	Intersection of Colorado Boulevard and Roosevelt Parkway
Section 4	Weld CR 46 Paving
Section 5	Future Traffic Analyses
Section 6	Railroad Crossings & Permitting
Section 7	Ditch Crossings & Plans
Section 8	Water – Future PRV
Section 9	Preliminary Plat Expiration
Section 10	Temporary Construction Easement
Section 11	Modifications to Standard Town of Johnstown Development Agreement
Exhibit 1	Sanitary Sewer Pipeline alignment
Exhibit 2	Form of Crossing License
Exhibit 3	Temporary Construction Easement

- a. By December 31, 2022, or as otherwise agreed to in writing by the Town, at the Town's sole discretion, Developer shall install a 15-inch main sanitary sewer line approximately 1350-feet north-to-south through the Property, from Galloway Drive south of the Great Western Railroad tracks to Weld County Road 46, as depicted and shown on **Exhibit 1** to this **Exhibit B-3** ("Sanitary Sewer Pipeline"). Developer shall coordinate the construction of the Sanitary Sewer Pipeline with the Town and the Town's contractors to ensure the ability to connect, and compatibility, with the Town's regional sanitary sewer interceptor improvements. If construction of the Sanitary Sewer Pipeline is not complete by December 31, 2022, the Town may, at Developer's expense, complete the construction. In such case, within ten (10) days of issuance of an invoice for the cost from the Town to Developer, Developer shall pay the Town's expenses. If Developer does not pay the Town's expenses as provided herein, the Town may, in addition to other remedies, withhold the issuance of Building Permits in the Development.

- a. Developer shall remain responsible for the operations, maintenance and repairs, if any, of the Sanitary Sewer Pipeline until the Town issues a Notice of Final Acceptance of said improvement.
 - b. Upon completion of the construction and receipt of certified costs and an invoice from Developer, the Town shall, within thirty (30) days of receipt of the invoice, provide payment to the Developer for the cost difference between an 8-inch main sanitary sewer pipe and the required 15-inch pipe size.
- b. Prior to the Town's issuance of Notice of Construction Acceptance, Developer shall provide video evidence supporting the integrity of the regional outfall storm pipe in all areas of improvements in the Development. With respect to the storm pipe under the stormwater detention pond on Outlot F (Pond E), Developer shall ensure sufficient soil coverage, in the minimum amount of two feet, to protect against stormwater infiltration.
- c. Developer acknowledges and agrees that the Colorado Boulevard and Roosevelt Parkway intersection ("Intersection") is intended to be constructed at a subsequent date and that such intersection will be impacted by traffic generated from the Development and require a traffic signal. As such, upon written request of the Town, Developer shall participate in the configuration and signalization of the Intersection and shall, in an amount required by the Town, pay fifty percent (50%) of the cost of the traffic signal plus interest compounded annually at the statutory rate or at such lesser rate as determined by the Town. Unless otherwise agreed to in writing by the Town, Developer and the developer of any subsequent filing shall be jointly and severally liable to the Town for full amount of the Developer's fifty percent (50%) share, but may, between themselves, share the cost of the traffic signal on a proportional basis. Developer's fifty percent (50%) share shall be due and payable at the earlier of the following: (i) when signal warrants are met as determined by a traffic study associated with future phases or filings of The Granary development; (ii) The Granary development constructs a roadway into the Intersection; or (iii) the issuance of the 500th building permit in the Granary development, however named and characterized at that time.
- d. Prior to issuance of Notice of Construction of Acceptance for the second filing of the Development, Developer shall asphalt pave Weld County Road 46 to Town standards, to a minimum two-lane interim standard, from the western edge of the Development to Colorado Boulevard. Notwithstanding the foregoing, Developer shall be entitled to construct model homes as set forth in the Agreement prior to completion of the asphalt paving.
- e. Subsequent filings of The Granary development, however named and characterized at that time, shall be required to prepare and submit updated traffic analyses and counts to ensure the necessary incremental improvements to the transportation system adjacent to and affected by the overall development. Based upon those updated traffic analyses, the Town may require additional lanes, reconfigured intersections and/or traffic signalization and financial participation therein.

- f. 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 apply for and obtain a license from GWRR, and, as a part thereof, execute a Crossing License in substantially the same form as attached hereto and incorporated herein by reference as **Exhibit 2** to this **Exhibit B-3**. Upon Final Acceptance of the subject pipeline(s) subsequent to construction, Developer shall assign the Crossing License to the Town. Further, upon application to GWRR for such pipeline Crossing License, in addition to the reimbursement described in the following paragraph, Developer shall reimburse the pre-paid crossing license fee to the Town in the amount of Twenty-Five Thousand Dollars (\$25,000) per crossing.

On or before recordation of the Final Plat, Developer shall pay the Town \$50,000 as reimbursement for the two crossing license fees paid by the Town to GWRR for the water pipeline and the sewer that are the subject of Pipeline Crossing License No. 409559 and Pipeline Crossing License No. 409556.

- g. Prior to approval of the Civil Engineering Construction Plans, Developer shall obtain approval for improvements to the Hillsborough Ditch from the Consolidated Hillsborough Ditch Company (“Ditch Company”) and provide the approved plans to the Town (“Hillsborough Ditch Improvements”). Except for improvements installed in the public right-of-way, the Hillsborough Ditch Improvements shall be Private Improvements and shall be operated and maintained by the Ditch Company or by a metropolitan 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.
- h. Developer acknowledges and agrees that, at the Town’s sole discretion, based on water modeling and engineering utility plans, subsequent filings of The Granary development, however named and characterized at that time, may require the installation of a pressure reducing valve (“PRV”), or similar improvement, between this Development and the subsequent filings. At the Town’s discretion, Developer shall be required to pay for the PRV or similar such improvement.
- i. Notwithstanding applicable provisions of the Johnstown Municipal Code, on the condition that development of The Granary subdivision, as a whole, moves through construction phasing in a timing substantially similar to the phasing plan set forth in Town approved Civil Engineering Construction Plans and assuming approximately eighteen (18) months of construction per phase, the Preliminary Plat for The Granary shall not expire. If the Town does not deem this provision to be satisfied and seeks expiration of the Preliminary Plat, the Town shall first provide notice to Developer and an opportunity to cure. If the Developer does not promptly cure the default, as determined by the Town, the Town Council may, by resolution, deem the Preliminary Plat to have expired.

- j. On or before March 31, 2022, Developer shall provide a temporary construction easement to the Town along the sanitary sewer easement, in the location shown and depicted on **Exhibit 3** to this **Exhibit B-3**, unless otherwise waived in writing by the Town Manager.
- k. Within ninety (90) days of fee ownership of the property known as Maplewood Acres, Developer shall provide a deed of dedication for the thirty (30) feet immediately north of the existing Weld County Road 46 right-of-way that is under the Developer's control, extending west to Colorado Blvd, from the western boundary of this Development.
- l. Modification to the Town's standard Development Agreement.

Modifications are shown below in Bold and Italics.

2.6 Completion of Construction: Developer shall complete construction of the Public Improvements no later than eighteen (18) months *per phase, as documented in the Civil Engineering Construction Plans*, 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.

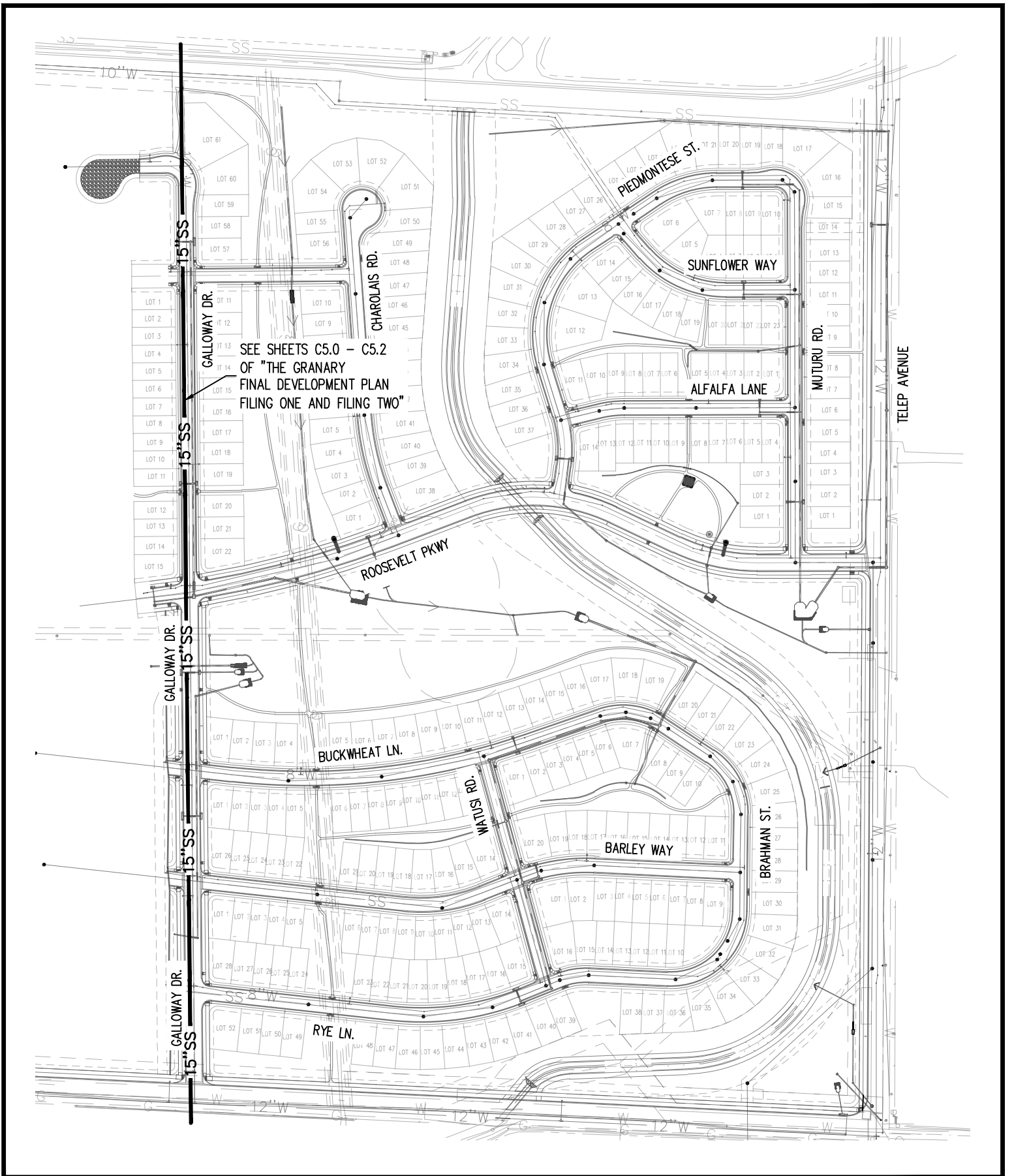
7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue *up to eight (8)* building permits for the construction of model homes for the purpose of early sales.

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, *utilizing the securities in place to secure completion of the Public Improvements. Should the securities not be sufficient to complete the Subdivision Improvements*, the Town shall estimate the *additional* 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.

13.5 Transfer or Assignments: In the event of a sale or transfer of any portion 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. *Any agreements between the Developer and the purchasers of portions of the property, including agreements on the proportional share of responsibilities between the Developer and any purchaser of the property or the improvements and commitments contained in this Agreement, shall not be required to be approved by the Town unless they modify the agreements herein.*

EXHIBIT 1 TO EXHIBIT B-3
Sanitary Sewer Pipeline Alignment
(ATTACHED)



**EXHIBIT 1: PROPOSED SANITARY LINE WITHIN
GALLOWAY DRIVE R.O.W.**

THE GRANARY
HARTFORD HOMES

This information is copyrighted by Galloway & Company,
Inc. All rights reserved.

Date:

02.16.2022

Galloway

6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

EXHIBIT 2 TO EXHIBIT B-3

Form of Crossing License

(SEE ATTACHED)

EXHIBIT 3 TO EXHIBIT B-3

Temporary Construction Easement

(SEE ATTACHED)

EXHIBIT TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO

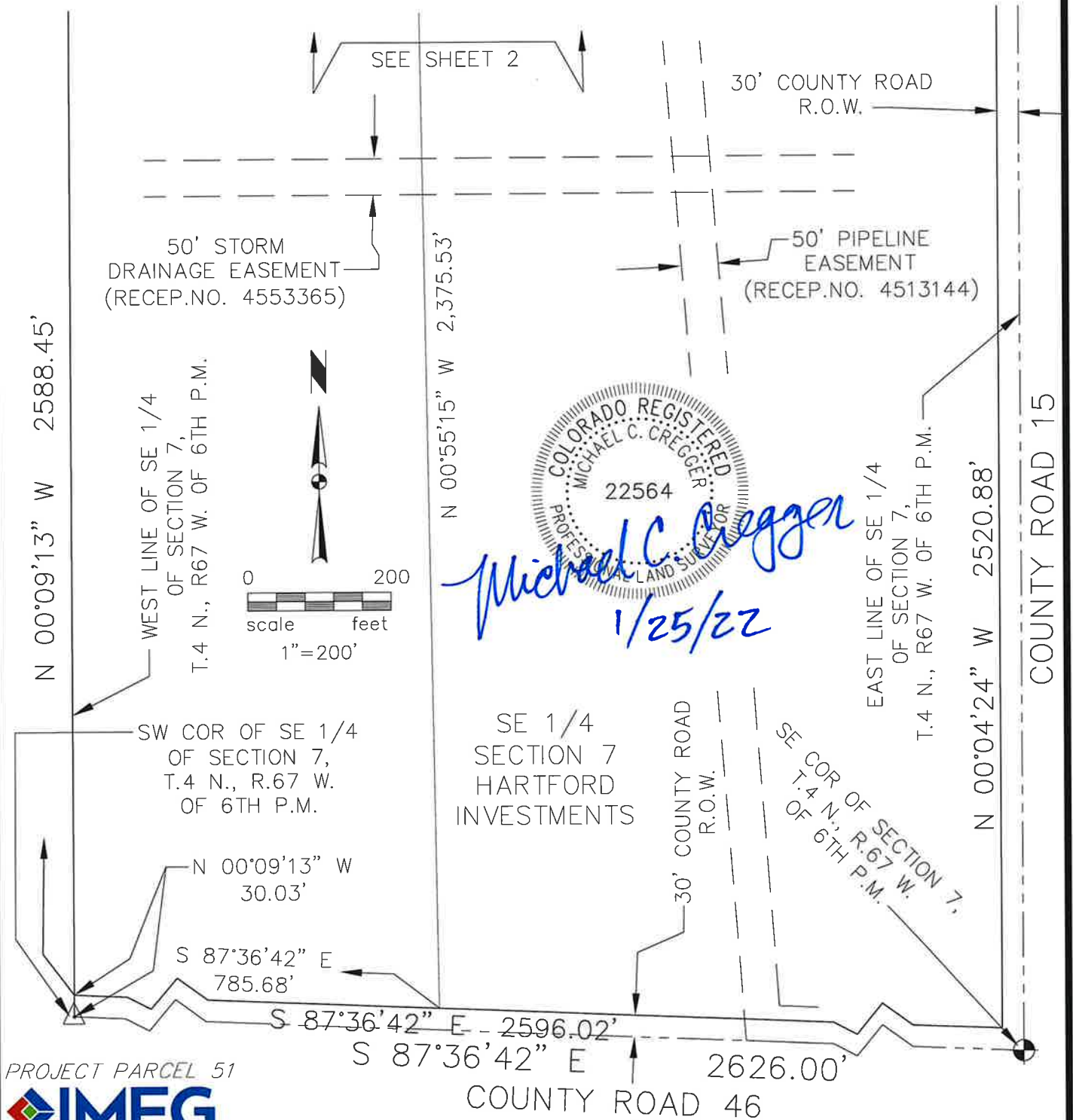


EXHIBIT TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO

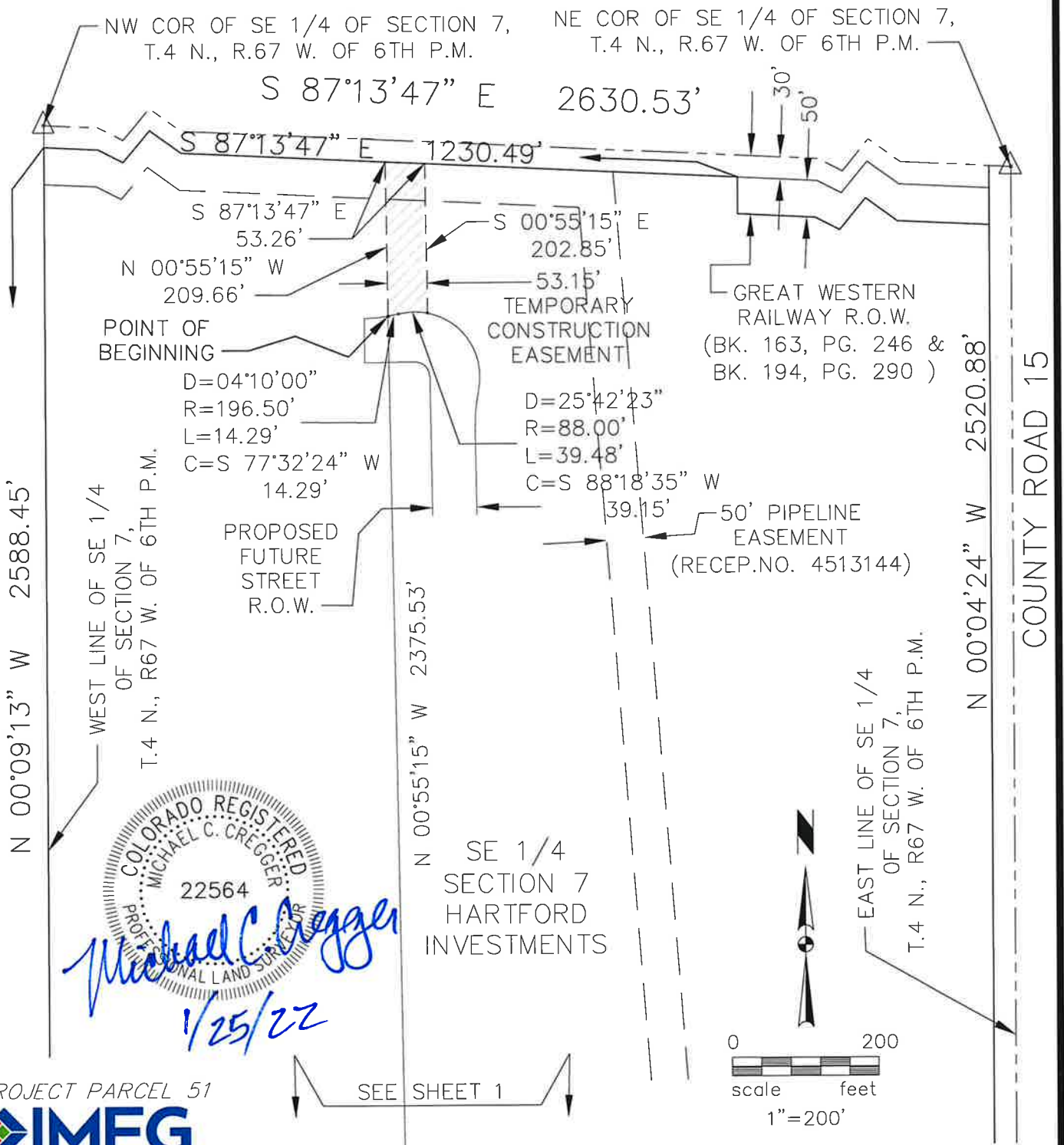


EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN SE 1/4 OF SECTION 7, T.4 N., R.67 W. OF
6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A 53.15 FOOT WIDE STRIP OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°36'42"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°09'13"WEST, 30.03 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°36'42"EAST, 785.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°55'15"WEST, 2375.53 FEET TO THE INTERSECTION WITH THE PROPOSED NORTH RIGHT-OF-WAY LINE OF A FUTURE STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID PROPOSED NORTH RIGHT-OF-WAY LINE, NORTH 00°55'15"WEST, 209.66 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE GREAT WESTERN RAILWAY, AS CONVEYED IN THE DEED RECORDED IN BOOK 194 AT PAGE 290; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°13'47"EAST, 53.26 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°55'15"EAST, 202.85 FEET TO SAID PROPOSED NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA OF 25°42'23", A RADIUS OF 88.00 FEET, AN ARC OF 39.48 FEET AND A CHORD WHICH BEARS SOUTH 88°18'35"WEST, 39.15 FEET; 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 04°10'00", A RADIUS OF 196.50 FEET, AN ARC OF 14.29 FEET AND A CHORD WHICH BEARS SOUTH 77°32'24"WEST, 14.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 10,852 SQUARE FEET (0.25 ACRE), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

1/25/2022
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564
FOR AND ON BEHALF OF IMEG CORP



PROJECT PARCEL 51



SHEET 3 OF 3

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS & COST
(SEE ATTACHED)**



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

The Granary Filing 1
 Engineer's Opinion of Probable Cost

Date

February 8, 2022

Group	Activity	Unit	Unit Cost	Qty	Total
Earthwork	Cut Move on Site	Cubic Yard	\$ 2.65	399,436	\$ 1,058,505
Earthwork	Imported Fill	Cubic Yard	\$ 3.00	78,172	\$ 234,516
Earthwork	Earthwork Sub Total				\$ 1,293,021
Sanitary	Connect to Existing	Each	\$ 3,616.00	3	\$ 10,848
Sanitary	Sanitary Sewer Dewatering	Day	\$ 977.50	30	\$ 29,325
Sanitary	8" Sanitary Sewer	Linear Feet	\$ 40.67	6,903	\$ 280,745
Sanitary	15" Sanitary Sewer	Linear Feet	\$ 110.00	2,750	\$ 302,500
Sanitary	4' DIA Sanitary Sewer Manhole	Each	\$ 3,498.19	47	\$ 164,415
Sanitary	4" Sanitary Service	Each	\$ 1,898.00	145	\$ 275,210
Sanitary	Jetting / Camera	Linear Feet	\$ 4.75	9,653	\$ 45,852
Sanitary	Sanitary Subtotal				\$ 1,108,895
Water	Connect to Existing	Each	\$ 3,680.00	1	\$ 3,680
Water	8" Water Main	Linear Feet	\$ 40.58	5,340	\$ 216,697
Water	8" Water Main Gate Valve	Each	\$ 1,510.00	36	\$ 54,360
Water	8" Water Main - 11.25/22.5 Bend	Each	\$ 361.00	34	\$ 12,274
Water	8" Water Main - 45 Bend	Each	\$ 361.00	4	\$ 1,444
Water	8" Water Main - 90 Bend	Each	\$ 361.00	1	\$ 361
Water	10" Water Main - 11.25/22.5 Bend	Each	\$ 555.00	6	\$ 3,330
Water	10" Water Main - 45 Bend	Each	\$ 555.00	5	\$ 2,775
Water	10" Water Main - 90 Bend	Each	\$ 555.00	1	\$ 555
Water	12" Water Main - 11.25/22.5 Bend	Each	\$ 1,030.00	4	\$ 4,120
Water	10" Water Main	Linear Feet	\$ 56.00	4,808	\$ 269,248
Water	12" Water Main	Linear Feet	\$ 73.00	3,421	\$ 249,733
Water	8" x 8" Water Main Tee	Each	\$ 641.00	4	\$ 2,564
Water	10" x 8" Water Main Tee	Each	\$ 758.00	3	\$ 2,274
Water	12" x 10" Water Main Tee	Each	\$ 1,650.00	2	\$ 3,300
Water	10" Water Main Gate Valve	Each	\$ 2,360.00	26	\$ 61,360
Water	12" Water Main Gate Valve	Each	\$ 3,190.00	12	\$ 38,280
Water	8" 3/4" Water Service	Each	\$ 2,114.22	145	\$ 306,562
Water	Fire Hydrant Assembly	Each	\$ 5,270.00	23	\$ 121,210
Water	10" x 8" Water Main Cross	Each	\$ 1,060.00	3	\$ 3,180
Water	Water Subtotal				\$ 1,357,307



The Granary Filing 1
Engineer's Opinion of Probable Cost

Date

February 8, 2022

Group	Activity	Unit	Unit Cost	Qty	Total
Storm	12" RCP	Linear Feet	\$ 48.80	132	\$ 6,442
Storm	18" RCP	Linear Feet	\$ 58.96	982	\$ 57,899
Storm	24" RCP	Linear Feet	\$ 76.14	2,240	\$ 170,554
Storm	30" RCP	Linear Feet	\$ 109.25	36	\$ 3,933
Storm	36" RCP	Linear Feet	\$ 126.00	1,357	\$ 170,982
Storm	42" RCP	Linear Feet	\$ 157.00	486	\$ 76,302
Storm	45" RCP	Linear Feet	\$ 200.00	873	\$ 174,600
Storm	48" RCP	Linear Feet	\$ 225.10	695	\$ 156,445
Storm	18" RCP FES	Each	\$ 900.00	3	\$ 2,700
Storm	24" RCP FES	Each	\$ 1,200.00	1	\$ 1,200
Storm	36" RCP FES	Each	\$ 1,920.00	1	\$ 1,920
Storm	4' DIA Storm Manhole	Each	\$ 4,200.00	12	\$ 50,400
Storm	5' DIA Storm Manhole	Each	\$ 5,400.00	7	\$ 37,800
Storm	6' DIA Storm Manhole	Each	\$ 6,500.00	5	\$ 32,500
Storm	7' DIA Storm Manhole	Each	\$ 11,600.00	2	\$ 23,200
Storm	5' Type R Inlet	Each	\$ 6,250.00	10	\$ 62,500
Storm	10' Type R Inlet	Each	\$ 8,600.00	9	\$ 77,400
Storm	20' Type R Inlet	Each	\$ 12,900.00	2	\$ 25,800
Storm	Type C Inlet	Each	\$ 3,500.00	9	\$ 31,500
Storm	Forebay	Each	\$ 5,000.00	5	\$ 25,000
Storm	Outlet Structure	Each	\$ 11,000.00	5	\$ 55,000
Storm	Storm Subtotal				\$ 1,244,075
Concrete	6" Sidewalk	Linear Feet	\$ 30.00	15,179	\$ 455,370
Concrete	Subgrade Prep	Linear Feet	\$ 1.25	15,179	\$ 18,974
Concrete	30" Vertical Curb And Gutter	Linear Feet	\$ 20.00	5,409	\$ 108,180
Concrete	31" Rollover Curb And Gutter	Linear Feet	\$ 22.00	10,216	\$ 224,752
Concrete	Subgrade Prep, HC Ramps	Each	\$ 50.00	60	\$ 3,000
Concrete	Handicap Ramps	Each	\$ 2,070.00	60	\$ 124,200
Concrete	Concrete Crossspan	Square Feet	\$ 8.00	3,750	\$ 30,000
Concrete	Concrete Subtotal				\$ 964,476
Asphalt	Subgrade Prep	Square Yard	\$ 3.00	36,526	\$ 109,578
Asphalt	Street and Parking Lot Paving	Square Yard	\$ 31.86	36,526	\$ 1,163,718
Asphalt	Asphalt Subtotal				\$ 1,273,296
Fence	3 Rail Fence	Linear Feet	\$ 17.50	24,030	\$ 420,525
Fence	4 Rail Fence	Linear Feet	\$ 17.50	1,865	\$ 32,638
Trail	Crushed Fines Trail	Square Feet	\$ 3.50	18,185	\$ 63,648
Open Space	Open Space	Square Feet	\$ 3.50	471,080	\$ 1,648,780
Parks	Park	Square Feet	\$ 3.50	63,100	\$ 220,850
Ditch	Ditch Reseeding	Acre	\$ 1,500.00	13	\$ 19,200
Landscape	Landscape Subtotal				\$ 2,405,640
Signage	Street Signs	Each	\$ 775.00	35	\$ 27,125
Box Culverts	Box Culverts	Linear Feet	2,800	150	\$ 420,000
Misc.	Miscellaneous Subtotal				\$ 447,125
	The Granary Filing 1 Material Cost Estimate				\$ 10,093,836

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 Granary Filing One, dated the ____ of _____, 20____, between the Town of Johnstown and Hartford Investments, LLC, a Colorado limited liability corporation.

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.

