

WATER AND SEWER SERVICE AGREEMENT
[Thompson River Ranch Filing No. 8]

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation d/b/a Oakwood Homes (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns land located in the SW1/4 SE1/4 of section 14 and the E1/2 of section 23, all in T05N, R68W, 6th P.M., Larimer County, Colorado, more particularly on Exhibit A attached hereto and incorporated herein by this reference, containing approximately 140.9 acres (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000; and

WHEREAS, the Subject Property is being developed by Developer as the “Thompson River Ranch Filing No. 8;” and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code (“Ordinance”), Developer, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project dated April 30, 2020. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town’s Water Engineer dated May 4, 2020. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building (potable)	15.51	0.78
Residential Irrigation (potable)	4.83	4.11
Other Landscape Irrigation (non-potable)	12.75	10.84
Total (potable and non-potable)	33.09	15.73

2. Water Rights Dedication and Credits.

A. Preexisting Credit.

i. Home Supply. After dedication to satisfy the requirements of the water supply for the Thompson River Ranch Filing No. 7, Developer had a net surplus credit of 61.24 acre-feet of raw water credit from shares of the Consolidated Home Supply Ditch & Reservoir Company.

ii. SFE Water Bank. Pursuant to an Assignment, Assumption and Bill of Sale from W.R. Investment, LLC (“WRI”) and Exit 223, LLC to Clayton Properties Group II, Inc. d/b/a Oakwood Homes, dated on or about September 19, 2018, Developer acquired a water bank containing 610 single family equivalent (“SFE”) from WRI.

iii. Common Area Landscape. Pursuant to the Water Agreement between the Town and W.R. Investment, LLC (“WRI”), dated on or about May 7, 2018, and the Assignment, Assumption and Bill of Sale from WRI and Exit 223, LLC to the Developer, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation for the Thompson River Ranch Development (“Town Common Area Irrigation Supply”). Prior to the use of water for the Subject Property, the Developer has irrigated 55.57 acres of common area.

B. Credit for the Subject Property.

i. Residential In-Building and Residential Irrigation. The Parties agree that the credit from Home Supply Share dedications will be applied to meet the residential in-building and residential irrigation water demands of the Subject Property.

ii. Common Area Landscape. The Parties agree that the Subject Property will contain 5.10 acres of common area irrigation to be used from the Town Common Area Irrigation Supply. The common area irrigation is equivalent to 12.75 acre-feet of water demand.

3. Surplus Dedication Credit.

i. Residential In-Building and Residential Irrigation. The use of the prior dedication of water will provide to the Developer water in excess of the demand for the

Project. Developer will have a surplus dedication credit with the Town of 40.90 acre-feet of raw water from shares of the Consolidated Home Supply Ditch & Reservoir Company. The credit is calculated as follows:

Existing Raw Water Credit:	61.24 acre-feet
LESS: Estimated demand:	<u>20.34 acre-feet</u>
Net current surplus credit: (municipal, potable)	40.90 acre-feet

Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Project to offset increased demands, if any, which are not currently projected.

ii. Common Area Landscape. The use of the prior Town Common Area Irrigation Supply will provide the Developer water in excess of the demand for the common area of the Subject Property. The credit is calculated as follows:

Total available acreage:	96.00 acres
Less: Prior irrigated acreage:	55.57 acres
Current demand:	<u>5.10 acres</u>
Available acreage credit:	35.33 acres

Upon written agreement between the Town and the Developer, the available acreage credit may be used for common area irrigation in the Thompson River Ranch Development.

4. Commitment to Serve Water and Sewer. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 140.9 acres described above up to 20.34 acre-feet per year of potable water supply for in-building use together with the corresponding sewer service and for potable residential irrigation as described above. The Town further agrees to provide up to 12.75 acre-feet of non-potable water for 5.10 acres of common area irrigation.

5. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

6. Payment of Water Court Transfer fees. The Water Court transfer fee for the Home Supply Share dedications water supply was previously paid to the Town. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is

subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

7. **Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Clayton Properties Group II, Inc.
Attn: Brad Lenz
Vice President,
Land Acquisition and Entitlement
4908 Tower Road
Denver, CO 80249

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. **Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. **Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.


16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

17. Recordation. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, shall run with the Subject property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow on separate pages

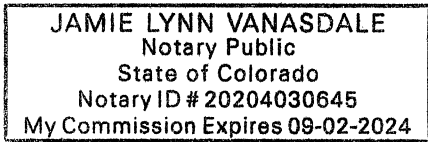
Clayton Properties Group II, Inc.

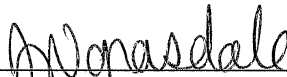
By: 
Bruce Rau
Assistant Secretary

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 9 day of February, 2021 by Bruce Rau of Clayton Properties Group II, Inc.

Witness my hand and official seal.




Notary Public
My Commission Expires: 9/2/2024

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

THOMPSON RIVER RANCH FILING NUMBER 8

BEING PART OF THE UNPLATTED SOUTHEAST QUARTER OF SECTION 14, **AND** PART OF THE UNPLATTED EAST HALF OF SECTION 23, ALL IN TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23;

THENCE S00°15'52"W, A DISTANCE OF 1574.18 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 TO THE HILLSBOROUGH DITCH AND THE NORTH LINE OF THE FOLLOWING SUBDIVISIONS; LOT 1, SHILO FALLS SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001015957 AND LOT 7, GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001053092 AND LOT 8, AMENDED PLAT OF GUTIERREZ SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 2001062674;

THENCE ALONG SAID NORTH LINES FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N46°37'38"W, A DISTANCE OF 295.71 FEET;
- 2) THENCE N67°55'21"W, A DISTANCE OF 153.22 FEET;
- 3) THENCE S88°54'12"W, A DISTANCE OF 106.15 FEET;
- 4) THENCE N74°07'33"W, A DISTANCE OF 111.43 FEET;
- 5) THENCE N52°07'08"W, A DISTANCE OF 127.74 FEET;
- 6) THENCE N44°50'40"W, A DISTANCE OF 144.73 FEET;
- 7) THENCE N61°47'45"W, A DISTANCE OF 146.76 FEET;
- 8) THENCE N64°18'48"W, A DISTANCE OF 11.37 FEET;
- 9) THENCE N65°13'43"W, A DISTANCE OF 109.68 FEET;
- 10) THENCE N63°45'44"W, A DISTANCE OF 366.30 FEET;
- 11) THENCE N58°02'11"W, A DISTANCE OF 100.01 FEET;
- 12) THENCE N63°00'36"W, A DISTANCE OF 157.71 FEET;
- 13) THENCE N60°40'08"W, A DISTANCE OF 187.11 FEET;
- 14) THENCE N49°52'25"W, A DISTANCE OF 154.76 FEET;
- 15) THENCE N48°46'36"W, A DISTANCE OF 17.16 FEET TO THE EAST LINE OF INTERMILL M.R.D. S-91-88 AS RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 92004740;

THENCE ON SAID EAST LINE FOR THE FOLLOWING 3 COURSES;

- 1) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
- 2) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
- 3) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET TO THE EAST LINE OF THOMPSON RIVER RANCH FILING NUMBER 11, AMENDMENT NO. 1, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20190081347;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 11 FOR THE FOLLOWING 4 COURSES;

- 1) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
- 2) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
- 3) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET;
- 4) THENCE N05°05'46"E, A DISTANCE OF 329.46 FEET TO THE SOUTH LINE OF THOMPSON RIVER RANCH FILING NUMBER 5, RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194;

THENCE ON THE SOUTH LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 16 COURSES;

- 1) THENCE S84°54'14"E, A DISTANCE OF 112.57 FEET;
- 2) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 224.62 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 202.23 FEET;
- 3) THENCE N05°05'46"E, A DISTANCE OF 162.00 FEET;
- 4) THENCE S84°54'14"E, A DISTANCE OF 64.00 FEET TO A NONTANGENT CURVE;
- 5) THENCE ALONG SAID NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 28.28 FEET;
- 6) THENCE S84°54'14"E, A DISTANCE OF 180.00 FEET;
- 7) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF S39°54'14"E WITH A CHORD DISTANCE OF 28.28 FEET;
- 8) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;

- 9) THENCE ALONG SAID NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 28.28 FEET;
 - 10) THENCE S84°54'14"E, A DISTANCE OF 180.00 FEET;
 - 11) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF S39°54'14"E WITH A CHORD DISTANCE OF 28.28 FEET;
 - 12) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NONTANGENT CURVE;
 - 13) THENCE ALONG SAID NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 28.28 FEET;
 - 14) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
 - 15) THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 29°05'39", A DISTANCE OF 266.59 FEET, A CHORD BEARING OF N80°32'57"E WITH A CHORD DISTANCE OF 263.73 FEET;
 - 16) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- THENCE ON THE EAST LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 14 COURSES;
- 1) THENCE N21°40'01"W, A DISTANCE OF 100.08 FEET;
 - 2) THENCE S66°00'07"W, A DISTANCE OF 26.10 FEET;
 - 3) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 19°38'45", A DISTANCE OF 145.73 FEET, A CHORD BEARING OF S75°49'30"W WITH A CHORD DISTANCE OF 145.01 FEET;
 - 4) THENCE N01°46'08"E, A DISTANCE OF 38.02 FEET;
 - 5) THENCE N05°05'46"E, A DISTANCE OF 258.77 FEET;
 - 6) THENCE N28°01'11"W, A DISTANCE OF 13.40 FEET;
 - 7) THENCE N84°54'14"W, A DISTANCE OF 102.68 FEET;
 - 8) THENCE N05°05'46"E, A DISTANCE OF 81.53 FEET;
 - 9) THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 14°05'15", A DISTANCE OF 46.22 FEET, A CHORD BEARING OF N12°08'24"E WITH A CHORD DISTANCE OF 46.11 FEET TO A POINT OF REVERSE CURVATURE;
 - 10) THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 83°29'49", A DISTANCE OF 113.67 FEET, A CHORD BEARING OF N22°33'53"W WITH A CHORD DISTANCE OF 103.87 FEET;
 - 11) THENCE N15°50'35"W, A DISTANCE OF 114.55 FEET;
 - 12) THENCE N84°54'14"W, A DISTANCE OF 91.49 FEET;
 - 13) THENCE N03°58'21"E, A DISTANCE OF 79.80 FEET;
 - 14) THENCE S89°43'39"W, A DISTANCE OF 110.05 FEET TO THE NORTH LINE OF SAID FILING NUMBER 5;
- THENCE S89°43'39"W, A DISTANCE OF 666.68 FEET ON SAID NORTH LINE TO THE EAST LINE OF FUTURE THOMPSON RIVER RANCH FILING NUMBER 7;
- THENCE ON THE EAST, NORTH AND WEST LINE OF SAID FUTURE FILING NUMBER 7 FOR THE FOLLOWING 22 COURSES;
- 1) THENCE N00°16'34"W, A DISTANCE OF 118.03 FEET;
 - 2) THENCE S89°43'26"W, A DISTANCE OF 1.00 FEET;
 - 3) THENCE N00°16'34"W, A DISTANCE OF 280.00 FEET;
 - 4) THENCE N89°43'26"E, A DISTANCE OF 7.60 FEET;
 - 5) THENCE N00°16'34"W, A DISTANCE OF 170.00 FEET;
 - 6) THENCE S89°43'26"W, A DISTANCE OF 50.61 FEET TO A NONTANGENT CURVE;
 - 7) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 68°57'12", A DISTANCE OF 246.71 FEET, A CHORD BEARING OF N44°34'59"W WITH A CHORD DISTANCE OF 232.09 FEET;
 - 8) THENCE N00°16'34"W, A DISTANCE OF 113.92 FEET;
 - 9) THENCE S89°43'26"W, A DISTANCE OF 106.33 FEET;
 - 10) THENCE N09°23'30"W, A DISTANCE OF 128.34 FEET;
 - 11) THENCE N65°52'18"W, A DISTANCE OF 171.27 FEET;
 - 12) THENCE S63°43'12"W, A DISTANCE OF 165.23 FEET;
 - 13) THENCE S10°26'20"W, A DISTANCE OF 127.26 FEET;
 - 14) THENCE S89°43'26"W, A DISTANCE OF 53.13 FEET;
 - 15) THENCE S85°06'41"W, A DISTANCE OF 97.82 FEET;
 - 16) THENCE S57°54'35"W, A DISTANCE OF 81.30 FEET;
 - 17) THENCE S55°27'39"W, A DISTANCE OF 87.73 FEET;
 - 18) THENCE S29°45'08"W, A DISTANCE OF 117.32 FEET;
 - 19) THENCE S11°27'04"W, A DISTANCE OF 102.14 FEET;

- 20) THENCE S01°51'44"E, A DISTANCE OF 155.41 FEET;
- 21) THENCE S02°11'43"W, A DISTANCE OF 287.63 FEET;
- 22) THENCE N89°59'15"W, A DISTANCE OF 280.95 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N00°00'45"E, A DISTANCE OF 756.65 FEET ON SAID WEST LINE TO THE CENTERLINE OF THE BIG THOMPSON RIVER;

THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING 30 COURSES;

- 1) THENCE S60°17'03"E, A DISTANCE OF 38.71 FEET;
- 2) THENCE N65°20'55"E, A DISTANCE OF 67.26 FEET;
- 3) THENCE N37°30'32"E, A DISTANCE OF 62.41 FEET;
- 4) THENCE N29°30'17"E, A DISTANCE OF 43.61 FEET;
- 5) THENCE N00°33'45"E, A DISTANCE OF 168.32 FEET;
- 6) THENCE N10°47'48"W, A DISTANCE OF 70.55 FEET;
- 7) THENCE N04°14'29"E, A DISTANCE OF 44.68 FEET;
- 8) THENCE N32°13'34"E, A DISTANCE OF 52.67 FEET;
- 9) THENCE N05°20'19"E, A DISTANCE OF 24.64 FEET;
- 10) THENCE N04°54'10"W, A DISTANCE OF 175.84 FEET;
- 11) THENCE N30°36'01"W, A DISTANCE OF 119.09 FEET;
- 12) THENCE N07°20'06"E, A DISTANCE OF 98.17 FEET;
- 13) THENCE N12°45'45"E, A DISTANCE OF 110.22 FEET;
- 14) THENCE N35°01'55"E, A DISTANCE OF 137.07 FEET;
- 15) THENCE N71°04'54"E, A DISTANCE OF 75.08 FEET;
- 16) THENCE S84°51'14"E, A DISTANCE OF 85.29 FEET;
- 17) THENCE N65°26'08"E, A DISTANCE OF 45.17 FEET;
- 18) THENCE N03°27'10"E, A DISTANCE OF 49.01 FEET;
- 19) THENCE N39°45'07"W, A DISTANCE OF 76.19 FEET;
- 20) THENCE N02°50'15"W, A DISTANCE OF 91.13 FEET;
- 21) THENCE N34°21'42"E, A DISTANCE OF 44.76 FEET;
- 22) THENCE N81°12'12"E, A DISTANCE OF 64.82 FEET;
- 23) THENCE S87°25'12"E, A DISTANCE OF 120.11 FEET;
- 24) THENCE N84°32'10"E, A DISTANCE OF 66.13 FEET;
- 25) THENCE N90°00'00"E, A DISTANCE OF 120.08 FEET;
- 26) THENCE S88°21'22"E, A DISTANCE OF 140.03 FEET;
- 27) THENCE S82°25'37"E, A DISTANCE OF 195.76 FEET;
- 28) THENCE N76°29'25"E, A DISTANCE OF 142.88 FEET;
- 29) THENCE S86°38'15"E, A DISTANCE OF 80.00 FEET;
- 30) THENCE S66°03'45"E, A DISTANCE OF 30.43 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE S00°41'58"W, A DISTANCE OF 841.95 FEET ON SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF;

THENCE N89°41'20"E, A DISTANCE OF 1310.69 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO THE WEST LINE OF A QUIET TITLE DEED RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 98059771;

THENCE ON SAID WEST LINE FOR THE FOLLOWING 23 COURSES;

- 1) THENCE S08°14'54"W, A DISTANCE OF 80.51 FEET;
- 2) THENCE S07°55'56"W, A DISTANCE OF 112.46 FEET;
- 3) THENCE S04°38'39"E, A DISTANCE OF 135.77 FEET;
- 4) THENCE S06°03'17"E, A DISTANCE OF 34.78 FEET;
- 5) THENCE S04°25'53"E, A DISTANCE OF 228.42 FEET;
- 6) THENCE S04°13'55"E, A DISTANCE OF 125.06 FEET;
- 7) THENCE S00°16'16"W, A DISTANCE OF 55.11 FEET;
- 8) THENCE S11°20'14"W, A DISTANCE OF 85.25 FEET;
- 9) THENCE S48°49'56"W, A DISTANCE OF 292.60 FEET;
- 10) THENCE S36°39'36"W, A DISTANCE OF 17.10 FEET TO A NONTANGENT CURVE;
- 11) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 321.70 FEET, A CENTRAL ANGLE OF 15°39'21", A DISTANCE OF 87.90 FEET, A CHORD BEARING OF S23°54'40"W WITH A CHORD DISTANCE OF 87.63 FEET;
- 12) THENCE S16°10'04"W, A DISTANCE OF 18.28 FEET TO A NONTANGENT CURVE;
- 13) THENCE ALONG SAID NONTANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 163.31 FEET, A CENTRAL ANGLE OF 18°47'40", A DISTANCE OF 53.57 FEET, A CHORD BEARING OF S05°34'57"W WITH A CHORD DISTANCE OF 53.33 FEET;
- 14) THENCE S04°13'36"E, A DISTANCE OF 48.52 FEET;

- 15) THENCE S12°57'20"E, A DISTANCE OF 36.47 FEET;
- 16) THENCE S19°59'01"E, A DISTANCE OF 35.32 FEET;
- 17) THENCE S32°37'12"E, A DISTANCE OF 36.33 FEET;
- 18) THENCE S39°13'44"E, A DISTANCE OF 36.81 FEET;
- 19) THENCE S47°14'09"E, A DISTANCE OF 53.40 FEET;
- 20) THENCE S49°33'44"E, A DISTANCE OF 16.32 FEET;
- 21) THENCE S53°36'58"E, A DISTANCE OF 78.58 FEET;
- 22) THENCE S63°57'58"E, A DISTANCE OF 54.14 FEET
- 23) THENCE S64°22'11"E, A DISTANCE OF 65.70 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;
THENCE S00°15'50"W, A DISTANCE OF 1117.60 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,139,572 SQUARE FEET OR 140.945 ACRES.

APRIL 29, 2020

PLAT DESCRIPTION OF THOMPSON RIVER RANCH FILING NO 8

H:\Clayton Properties Group\CO, Johnstown - CPG000001.01 - Thompson River Ranch\Survey\Documents\TRR 8 PLAT LEGAL