

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 8)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”), and **Clayton Properties Group II, Inc.**, a Colorado corporation, d/b/a Oakwood Homes (the “Developer”).

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson River Ranch Filing No. 8 (“Development”); and

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

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution No. 2020-____, 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 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 Site Development Plan” related to the Development and on file with Town.

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

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

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

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

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

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

1.8 “**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, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not necessarily 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**.

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

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

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

1.12 “**Town Engineer**” shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

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

1.14 “**Town Official**” shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their 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 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, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer 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. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 2.1, 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 new and both workmanship and materials shall be of good quality.

2.3 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by monthly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing and Inspection:*** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, 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 Engineer. 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 Engineer.

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

2.6 ***Performance Guarantee:*** If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain of the Public Improvements,

Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of such uncompleted improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Initial Acceptance of such improvements.

3. **Private Improvements**

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

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. 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 Site Development Plan. Any material or work not conforming to the Site 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 Manager, 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 Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by the homeowners.

3.5 ***Replacement of Private Improvements:*** As replacement of the improvements is necessary and warranted over time, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Initial Acceptance:*** Developer shall make written application to the Town Manager for initial acceptance of the Public Improvements ("Initial Acceptance"), and for final 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, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are

satisfactory, Developer shall be entitled to Initial 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 shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to Initial Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town 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 Initial Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Public Improvements, Developer shall 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, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

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

5.6 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) unless otherwise agreed by the Town and Developer, the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by a metropolitan or special district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Larimer 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 Thompson School District R2-J; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; and (6) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

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 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.4 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.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said

control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, 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 Maintenance Guarantee.

8.7 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.8 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 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 Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.

- D. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.

- E. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- F. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall at minimum have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.
- G. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- h. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform 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, Town Officials, 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 Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 **Tax Liability:** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

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

10.6 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, Town Officials, employees, 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 Maintenance or Performance Guarantee.

11.2 If the default arises subsequent to Initial 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, in 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 to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

12.2 As set forth in Paragraph 3.5 above, Developer or the homeowner's association, as appropriate, shall be responsible for replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development when replacement is necessary and warranted over time.

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 Council.

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 email-delivery, but only upon confirmation of receipt of such facsimile or email; (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:

CLAYTON PROPERTIES GROUP II, INC.
Attention: Brad Lenz, Vice President
Land Acquisition and Entitlement
4908 Tower Road
Denver, CO 80249
Email: BLenz@OakwoodHomesCo.com

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: mlecerf@townofjohnstown.com

Notice may also be provided by electronic mail (“e-mail”) communication on the condition that the recipient acknowledges receipt of the e-mail and does not, within one (1) day of receipt, object to the form of notification.

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 pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

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 Larimer or Weld County, Colorado.

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the

event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

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

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

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

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Gary Lebsack

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 8)**

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
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)

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

EXHIBIT B-1

PLAT

(SEE ATTACHED)

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II INC., BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

BEING PART OF THE UNPLATTED SOUTHWEST 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 P.M., 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 SOUTHWEST 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;

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- 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;
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- 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

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- 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;

THENCE ON THE EAST LINE OF SAID FILING NUMBER 5 FOR THE FOLLOWING 15 COURSES;

- 1) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- 2) THENCE N21°40'01"W, A DISTANCE OF 100.08 FEET;
- 3) THENCE S66°00'07"W, A DISTANCE OF 26.10 FEET;
- 4) 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;
- 5) THENCE N01°46'08"E, A DISTANCE OF 38.02 FEET;
- 6) THENCE N05°05'46"E, A DISTANCE OF 258.77 FEET;
- 7) THENCE N28°01'11"W, A DISTANCE OF 13.40 FEET;
- 8) THENCE N84°54'14"E, A DISTANCE OF 102.68 FEET;
- 9) THENCE N05°05'46"E, A DISTANCE OF 81.53 FEET;
- 10) 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;
- 11) 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;
- 12) THENCE N15°50'35"W, A DISTANCE OF 114.55 FEET;
- 13) THENCE N84°54'14"E, A DISTANCE OF 91.49 FEET;
- 14) THENCE N03°58'21"E, A DISTANCE OF 79.80 FEET;
- 15) 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;

**THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8
PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14
AND PART OF THE EAST HALF OF SECTION 23,
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO**

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°25'37"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 SOUTHWEST QUARTER OF SAID SECTION 14;

THENCE S00°41'58"W, A DISTANCE OF 841.95 FEET ON SAID EAST LINE TO THE SOUTHWEST 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 SOUTHWEST 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.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY DAVID BRACHT
DIVISION PRESIDENT

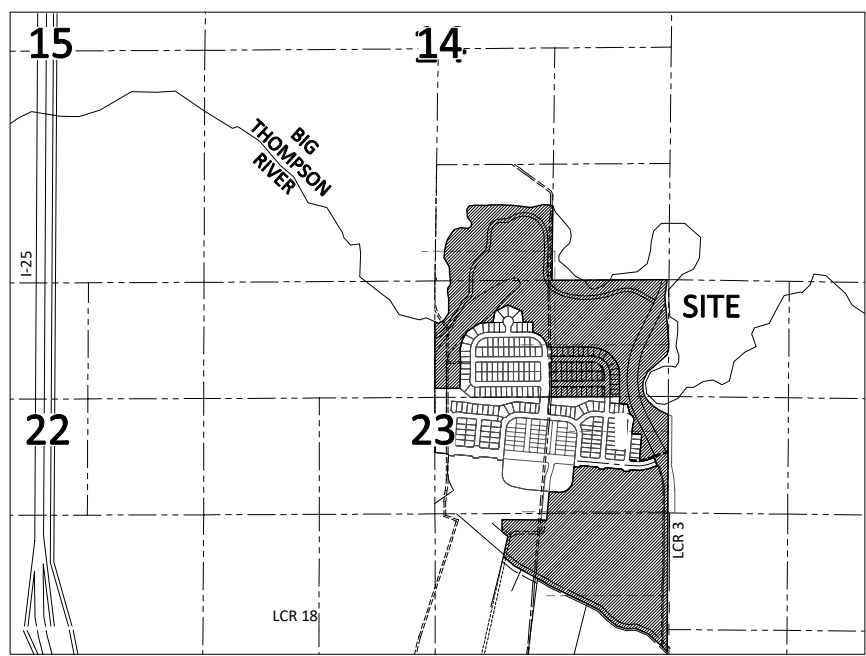
STATE OF COLORADO)
) S.S.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020, BY DAVID BRACHT, AS DIVISION PRESIDENT OF CLAYTON PROPERTIES GROUP II, INC.

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NO TO SCALE

OWNER & DEVELOPER:
CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804

ENGINEER:
GALLOWAY AND COMPANY, INC.
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LA DESIGN GROUP
8201 SOUTH PARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY AND COMPANY, INC.
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

NOTES:

1. BASIS OF BEARINGS: ASSUMED SOUTH 00°15'50" WEST, A DISTANCE OF 1323.79 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED AT THE NORTH 1/16 CORNER COMMON WITH SECTION 23 AND 24 BY A 2" ALUMINUM CAP, STAMPED "LS 12374" AT ITS EAST QUARTER CORNER OF SECTION 23 AND BY A FOUND NUMBER 6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 37065" AS SHOWN HEREON.
2. STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. 20000310547, DATED JUNE 5, 2020 AT 5:30 P.M. WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. THE SAID COMMITMENT PROVIDED FOR ADDITIONAL LANDS THAN ARE SHOWN AND DESCRIBED IN THIS PLAT.

THE FOLLOWING EASEMENTS LACK SUFFICIENT INFORMATION TO LOCATE ACCURATELY ON THIS PLAT:

EXCEPTION 14-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 226); EXCEPTION 21-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500); EXCEPTION 29-PUREA EASEMENT (REC. NO. 90016914); EXCEPTION 25-PUREA EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 6,139,572 SQUARE FEET, 140,946 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

4. FLOOD INFORMATION: ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08069C1213F, EFFECTIVE DATE DECEMBER 19, 2006 AND LOMR 16-08-1159P, EFFECTIVE DATE NOVEMBER 16, 2017, THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X, AREAS OF MINIMAL FLOOD HAZARD; SHADED ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE. THE SUBJECT PROPERTY IS ALSO LOCATED IN ZONE AE, WITH BFE OR DEPTH. THE EFFECTIVE FLOOD PLAN BOUNDARIES ARE GRAPHICALLY SHOWN HEREON.

5. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG RIGHT OF WAY, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

6. AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILING 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

PLAT NOTES

- 1) GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- 2) STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2020.

BY: _____ MAYOR ATTEST: _____ TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2020.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

LAND USE SUMMARY							
TRACTS	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE	% OF TOTAL	
A	2,407,456	55,268	CLAYTON PROPERTIES GROUP	CLAYTON PROPERTIES GROUP	FUTURE RESIDENTIAL	39.21%	
TOTAL TRACTS		2,407,456	55,268				
OUTLOTS							
A	679,140	15,591	METRO DISTRICT 4	METRO DISTRICT 4	PUBLIC IMPROVEMENTS, PEDESTRIAN ACCESS, UTILITY AND LANDSCAPE EASEMENT		
B	1,873,030	42,999	METRO DISTRICT 4	METRO DISTRICT 4	PUBLIC IMPROVEMENTS, PEDESTRIAN ACCESS, UTILITY AND LANDSCAPE EASEMENT		
C	165,188	3,792	METRO DISTRICT 4	METRO DISTRICT 4	PEDESTRIAN ACCESS ASEMENT		
D	236,829	5,437	METRO DISTRICT 4	METRO DISTRICT 4	PUBLIC IMPROVEMENTS, PEDESTRIAN ACCESS AND LANDSCAPE EASEMENT		
E	3,982	0.091	METRO DISTRICT 4	METRO DISTRICT 4	PUBLIC IMPROVEMENTS, PEDESTRIAN ACCESS AND LANDSCAPE EASEMENT		
F	3,364	0.077	METRO DISTRICT 4	METRO DISTRICT 4	PUBLIC IMPROVEMENTS, PEDESTRIAN ACCESS AND LANDSCAPE EASEMENT		
TOTAL OUTLOTS		2,961,532	67,987			48.24%	
STREET RIGHT OF WAY (ALL PUBLIC ROADWAYS)							
ROAD	AREA (SQ. FT.)	AREA ACRES					
COUNTY ROAD 3	364,478	8.367				5.94%	
INTERNAL ROADWAY RIGHT OF WAY	95,486	2.192				1.56%	
SINGLE FAMILY LOTS							
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS				
SINGLE FAMILY LOTS	310,621	7.131	47				
	310,621	7.131	47			5.06%	
TOTAL AREA		140,945	TOTAL PERCENTAGE			100.00%	

Galloway
Planning, Architecture, Engineering,
5265 E. Ronald Reagan, Suite 210
Johnstown, CO 80534
970.800.3300 O
www.gallowayUS.com

#	DATE	ISSUE / DESCRIPTION	INIT.
1	6/11/20	TOWN COMMENTS	AN
2	8/12/20	TOWN COMMENTS	AN
3	9/24/20	TOWN COMMENTS	AN
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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

**THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 8
FINAL PLAT**

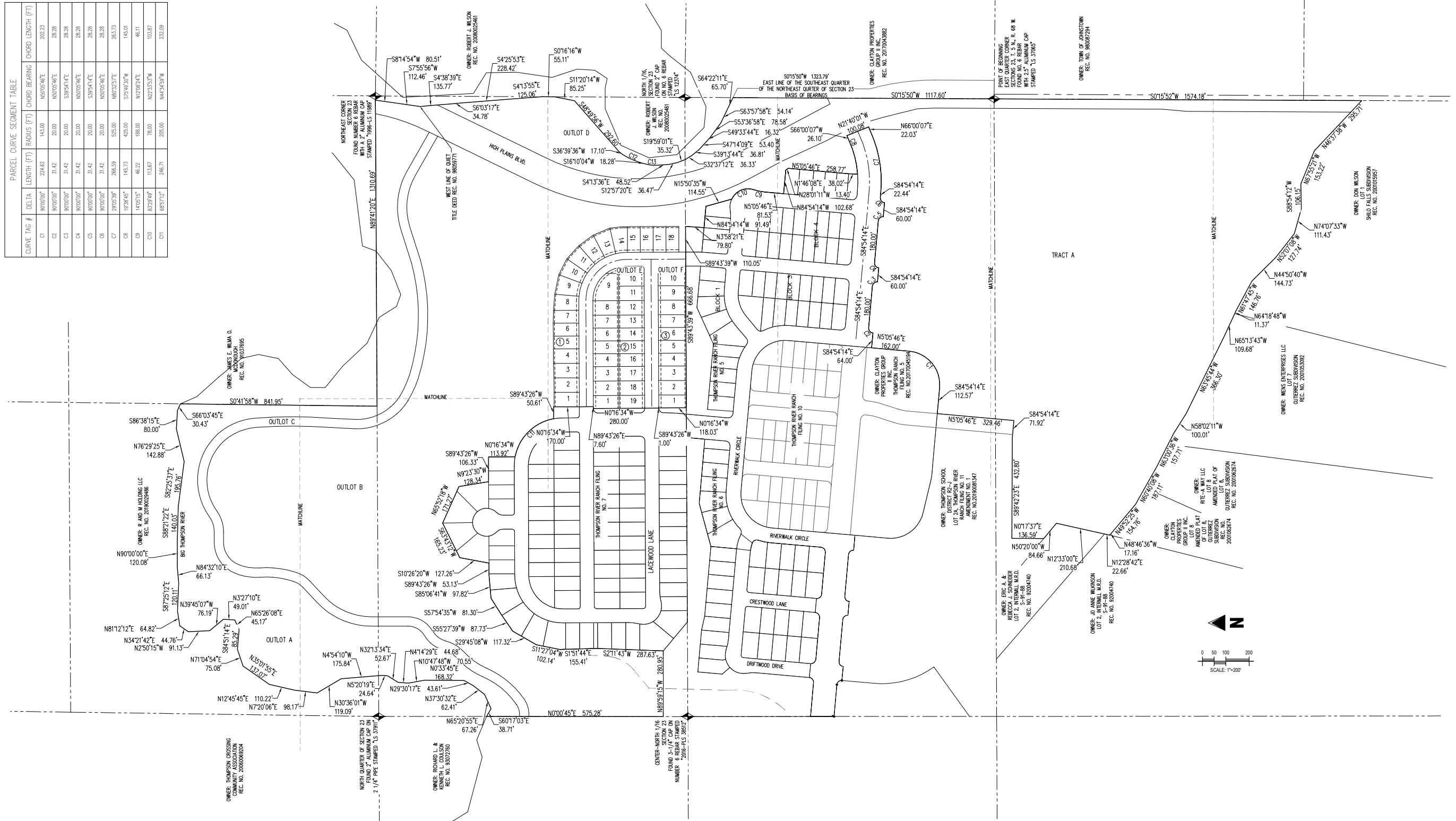
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PROJECT NO:	OAKLV0002.01
DRAWN BY:	AN
CHECKED BY:	FAK
DATE:	6/24/2020

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND
PART OF THE EAST HALF OF SECTION 23,
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

PARCEL CURVE SEGMENT TABLE			
CURVE TAG #	DELTA	LENGTH (FT)	CHORD LENGTH (FT)
C1	80°00'00"	22.42	143.00
C2	80°00'00"	31.42	20.00
C3	80°00'00"	31.42	20.00
C4	80°00'00"	31.42	20.00
C5	80°00'00"	31.42	20.00
C6	80°00'00"	31.42	20.00
C7	29°05'39"	26.59	555.00
C8	19°08'45"	145.73	425.00
C9	14°05'55"	46.22	188.00
C10	83°29'49"	113.87	78.00
C11	68°57'12"	246.71	205.00



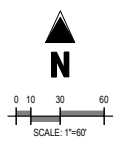
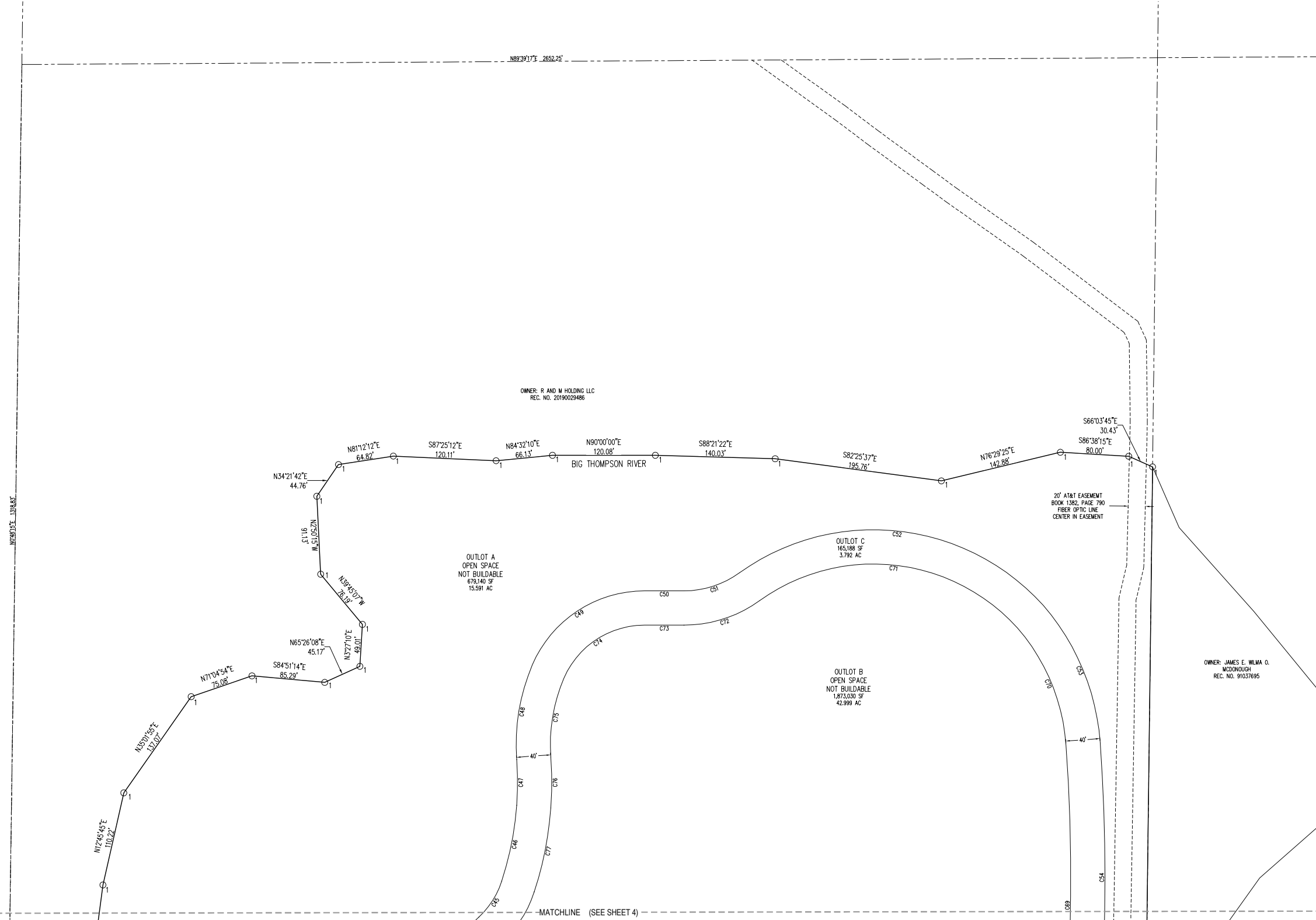
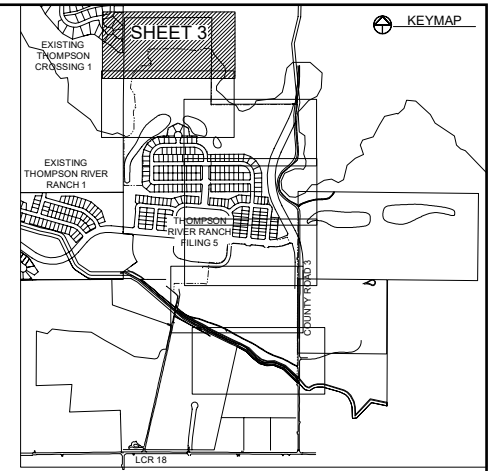
#	DATE	ISSUE / DESCRIPTION	INIT.
1	6/11/20	TOWN COMMENTS	AN
2	8/12/20	TOWN COMMENTS	AN
3	9/24/20	TOWN COMMENTS	AN

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CHECKED BY:	FAK
DATE:	6/24/2020

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14
AND PART OF THE EAST HALF OF SECTION 23,
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



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3	9/24/20	TOWN COMMENTS	AN

CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804

**THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 8
FINAL PLAT**

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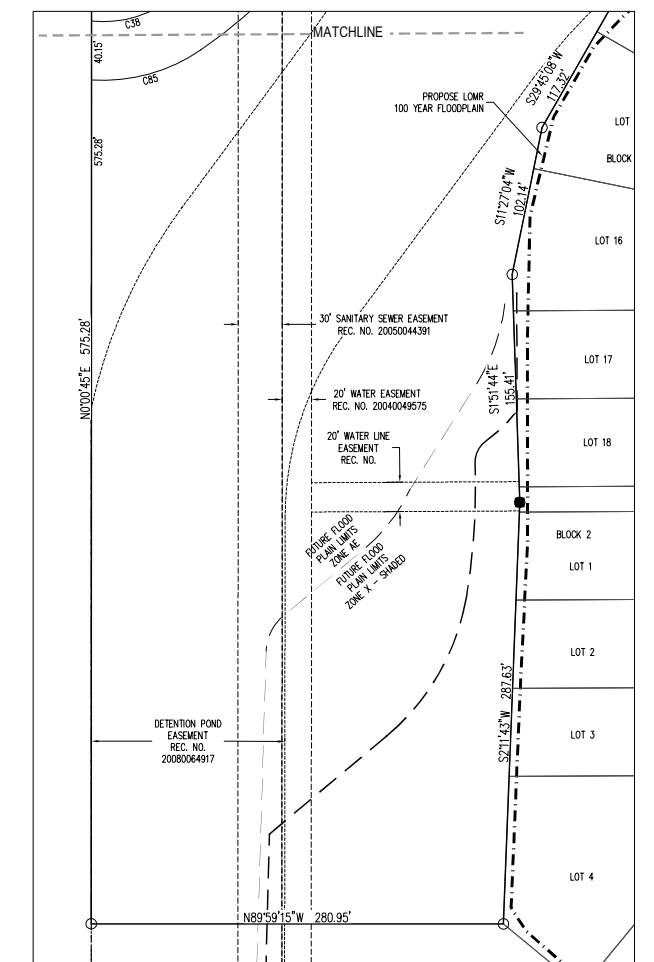
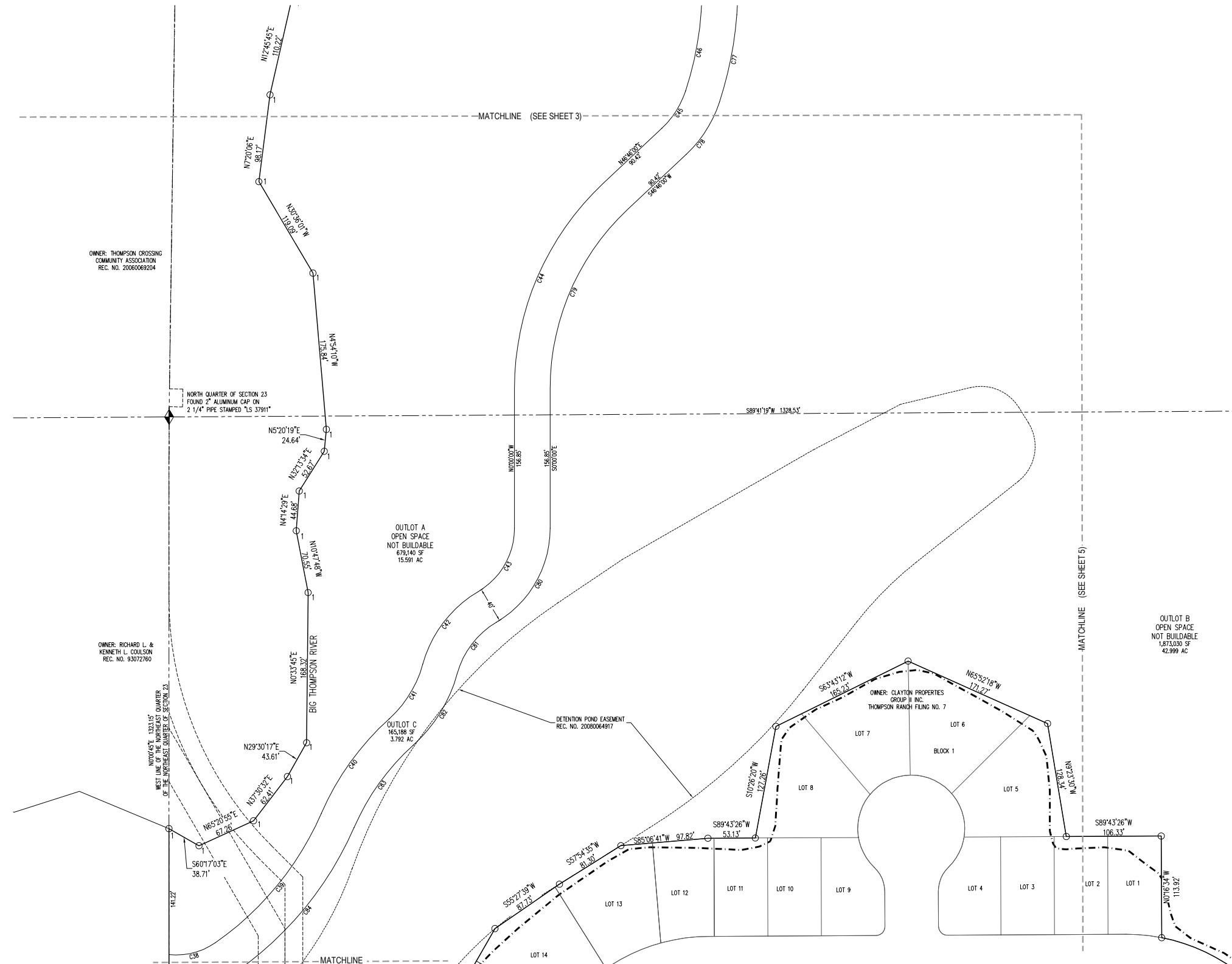
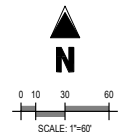
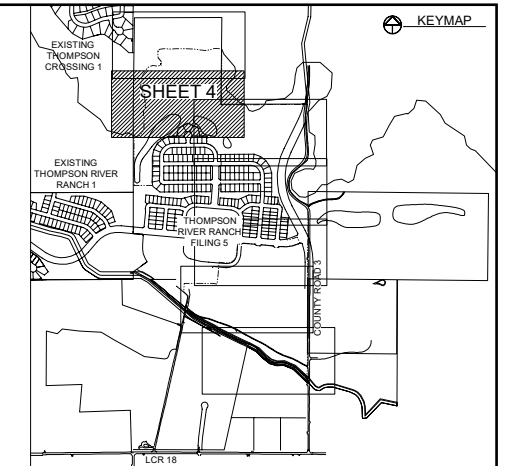
SHEET
3 OF 9

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14
AND PART OF THE EAST HALF OF SECTION 23,
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- - - PLS ALIQUOT LINE
- - - EXISTING EASEMENT
- - - LOMR 1% CHANCE (100 YEAR) FLOODPLAIN
LOMR# 16-06-1159P, NOVEMBER 16, 2017
- ◆ ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS 38038
- FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32444
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638
- FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37065
- SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE
- REC. NO. RECEPTION NUMBER
- ▨ HIGH PLAINS BLVD, DEDICATED RIGHT OF WAY



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5000 CLAYTON ROAD
MARYVILLE, TN 37804

**THOMPSON RIVER RANCH SUBDIVISION
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FINAL PLAT**

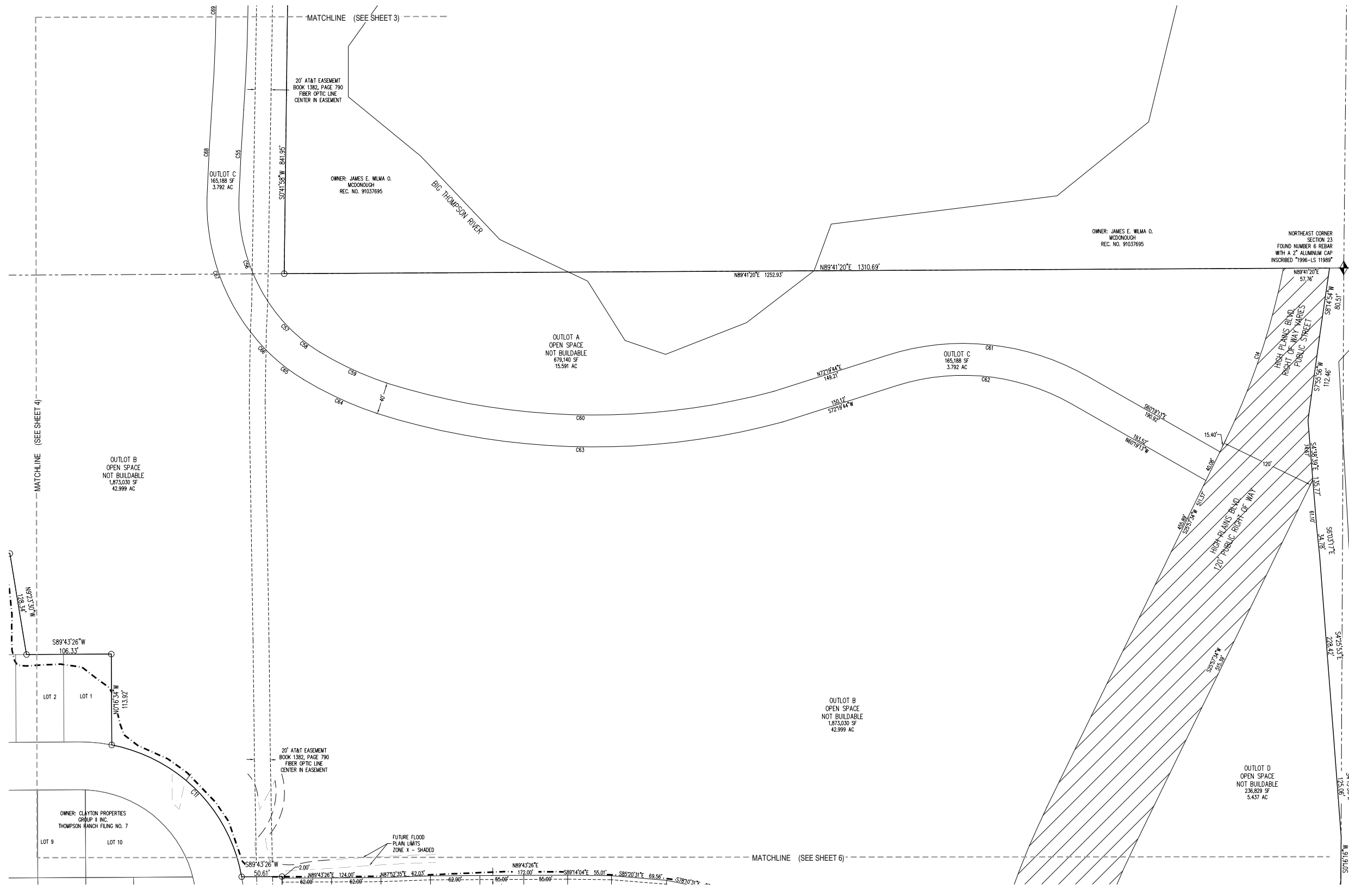
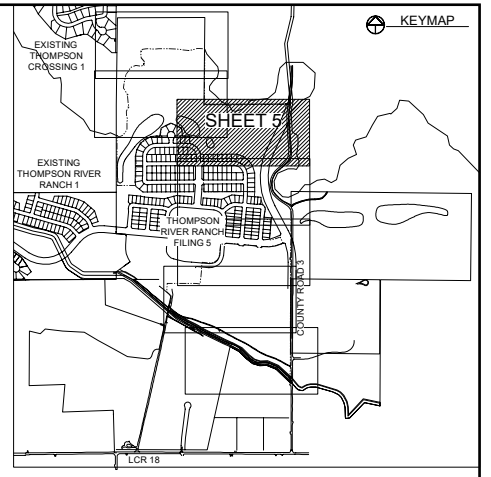
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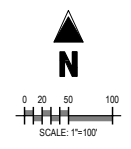
SHEET
4 OF 9

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14
AND PART OF THE EAST HALF OF SECTION 23,
ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - PLSS ALIQUOT LINE
 - EXISTING EASEMENT
 - LOWER 1% CHANGE (100 YEAR) FLOODPLAIN
LOWR # 16-05-11589, NOVEMBER 16, 2017
 - ALIQUOT CORNER (AS DESCRIBED)
 - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 38038"
 - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638"
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37065"
 - SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE"
 - REC. NO. RECEPTION NUMBER
 - HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



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CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

**THOMPSON RIVER RANCH SUBDIVISION
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FINAL PLAT**

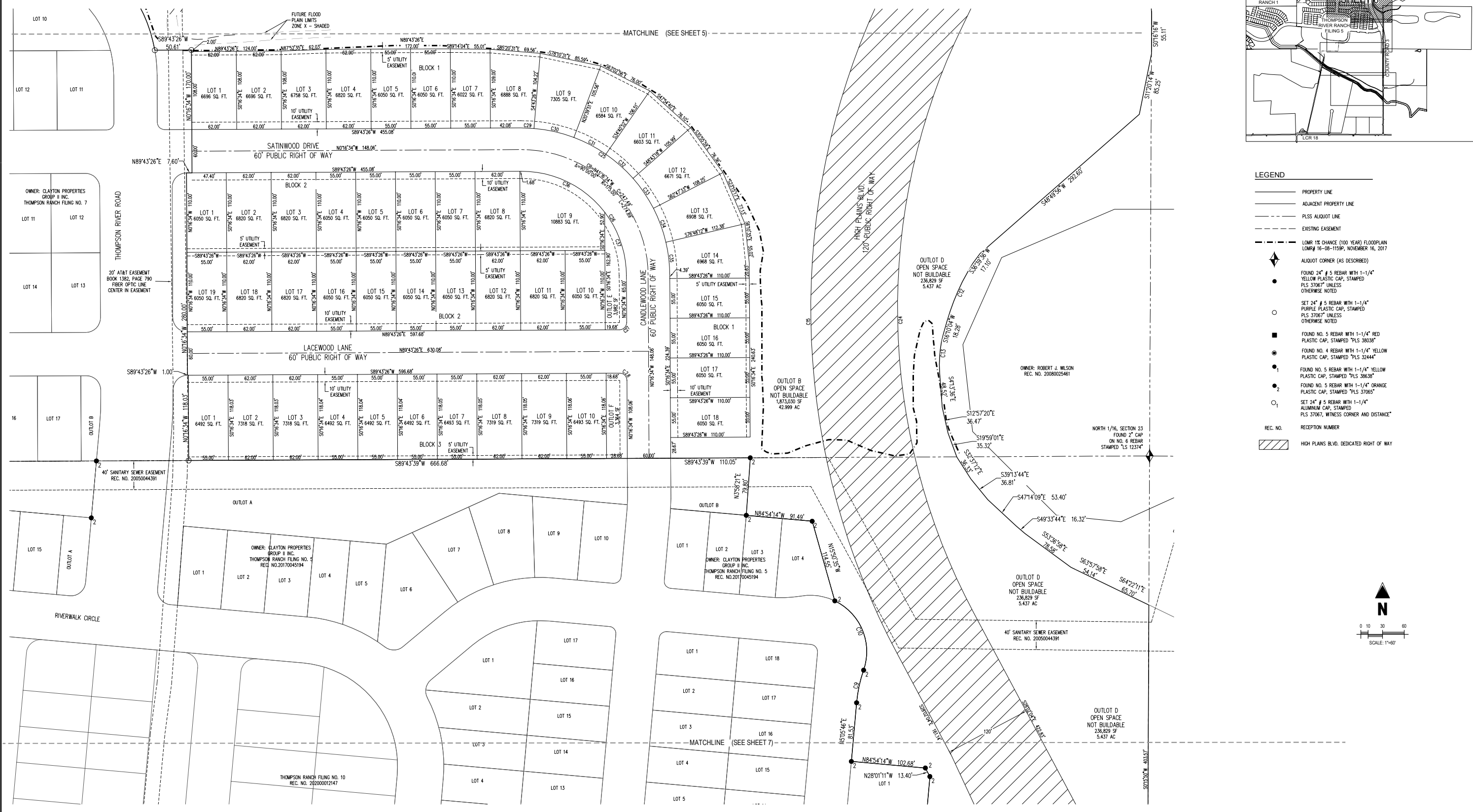
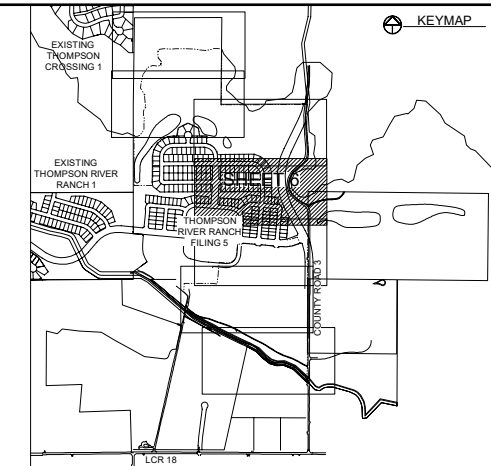
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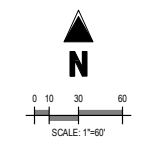
SHEET
5 OF 9

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14
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ALL IN T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - - - - - PLS ALIQUOT LINE
 - - - - - EXISTING EASEMENT
 - LOMR 1% CHANCE (100 YEAR) FLOODPLAIN LOMR# 16-08-1159P, NOVEMBER 16, 2017
 - ◆ ALIQUOT CORNER (AS DESCRIBED)
 - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 38038"
 - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 32444"
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 37065"
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 37065"
 - SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE
 - REC. NO. RECEPTION NUMBER
 - ▨ HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



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THOMPSON RIVER RANCH SUBDIVISION
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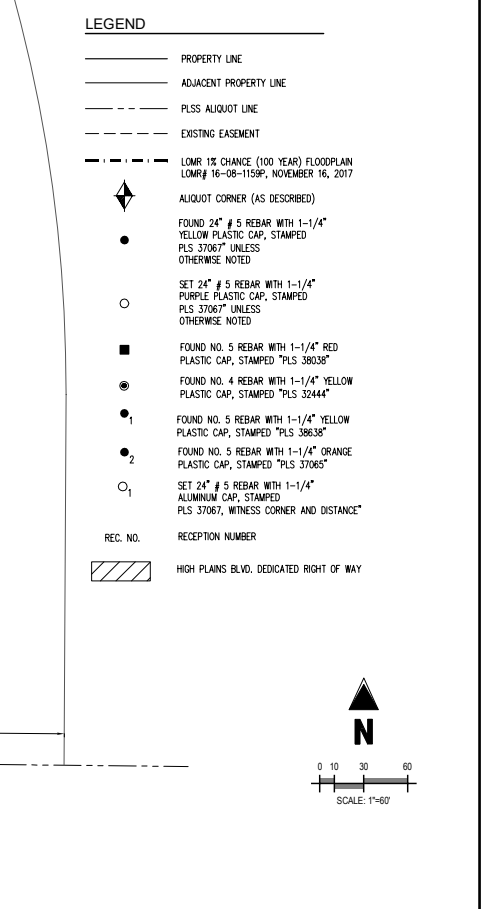
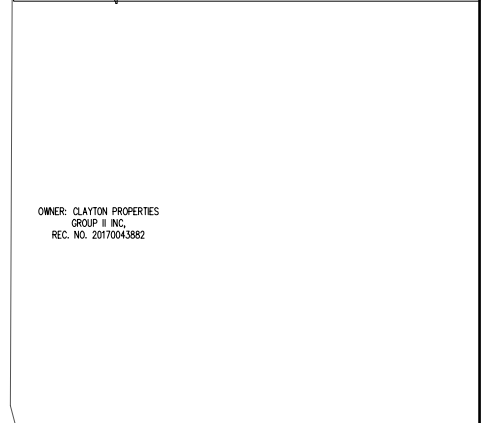
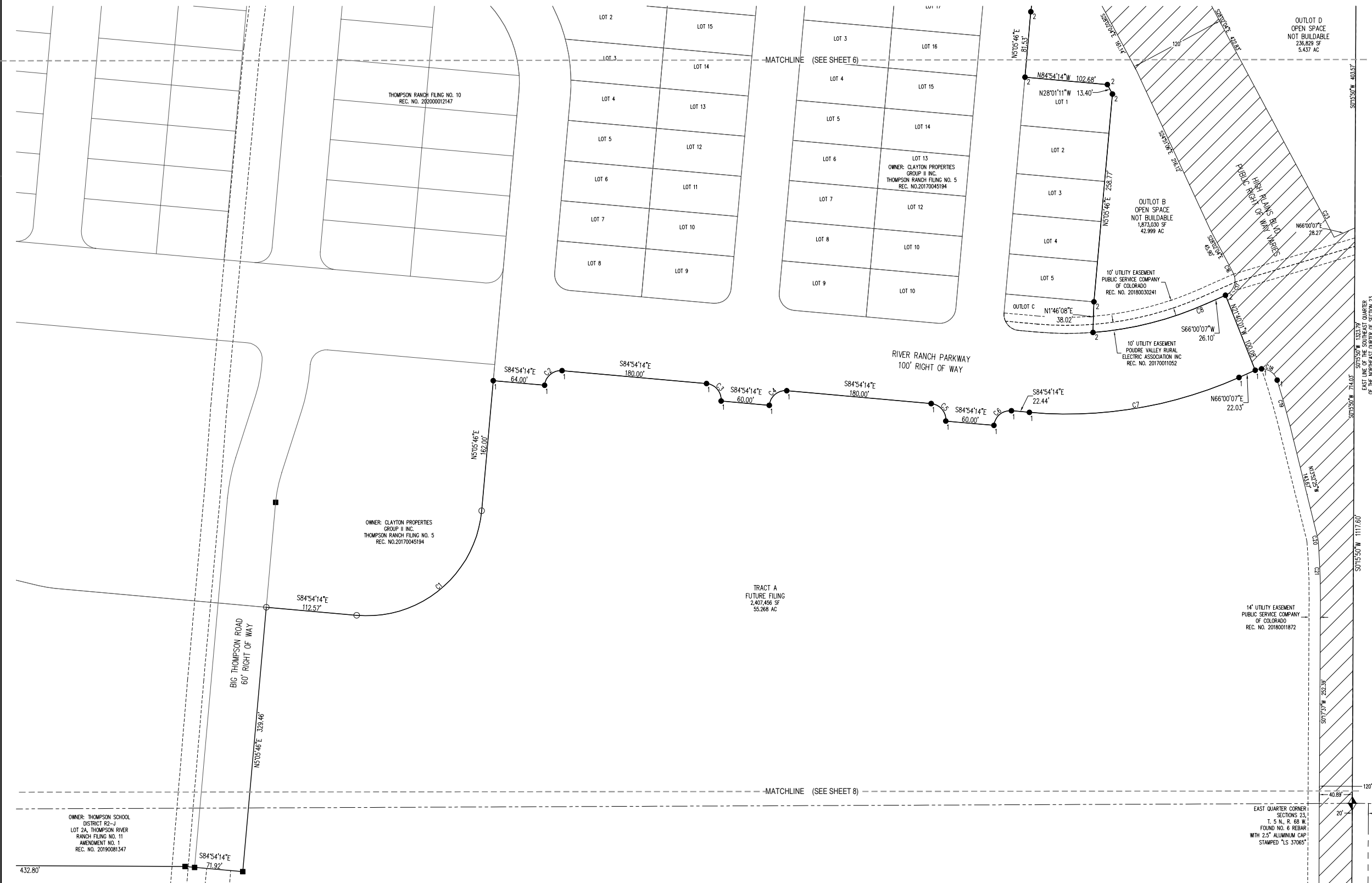
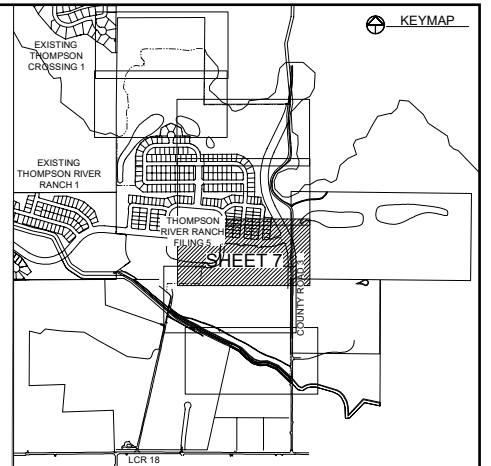
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SHEET
6 OF 9

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

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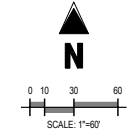
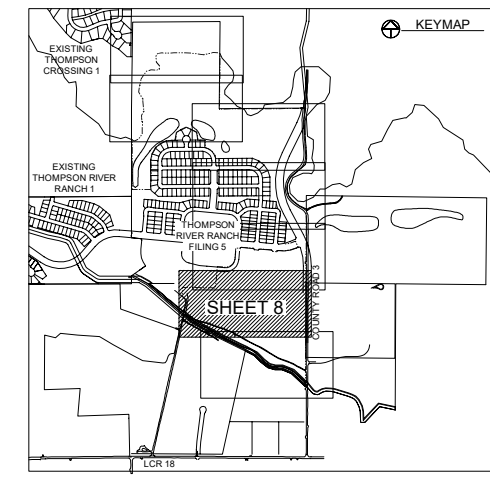
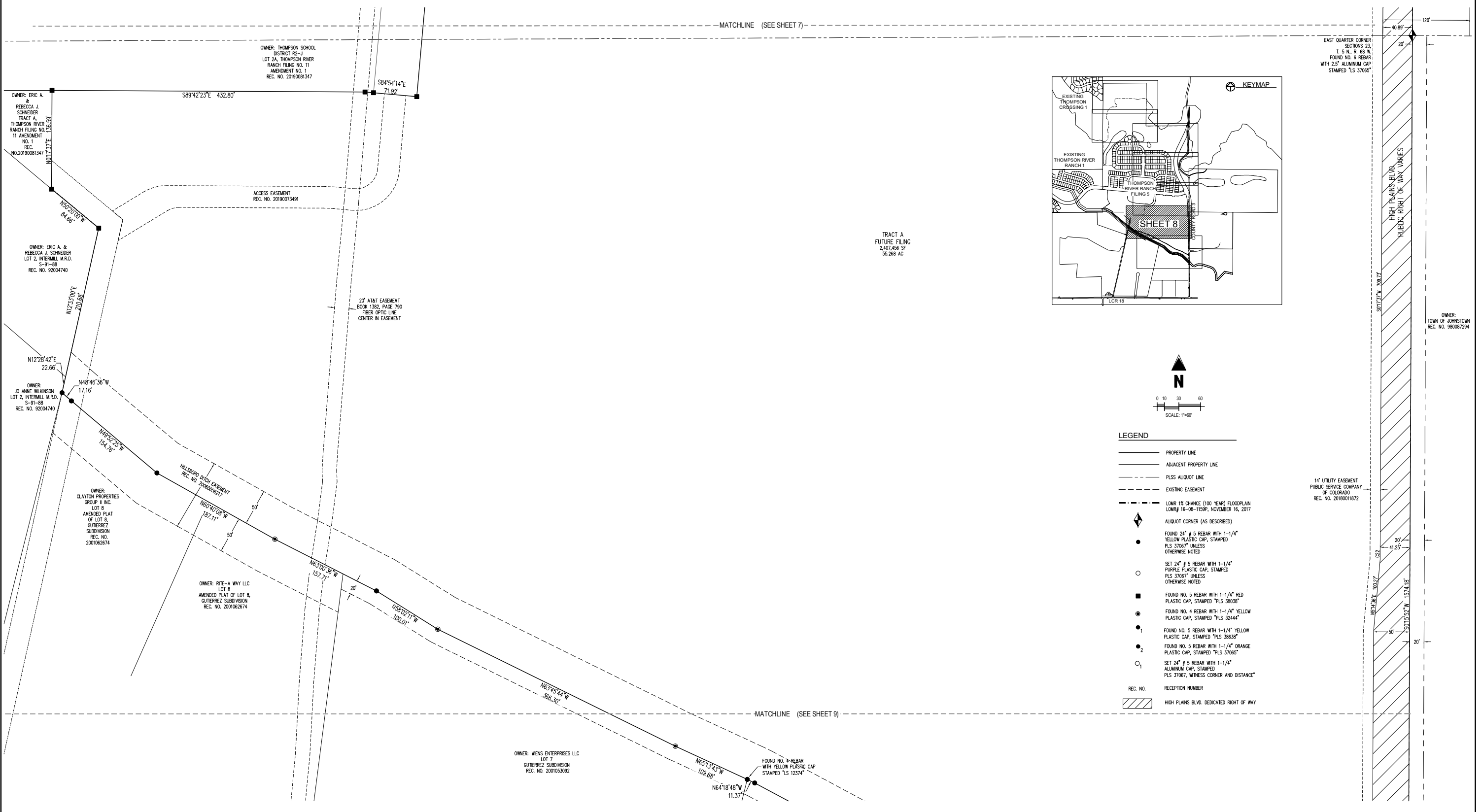
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SHEET
7 OF 9

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 8

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14
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MATCHLINE (SEE SHEET 7)



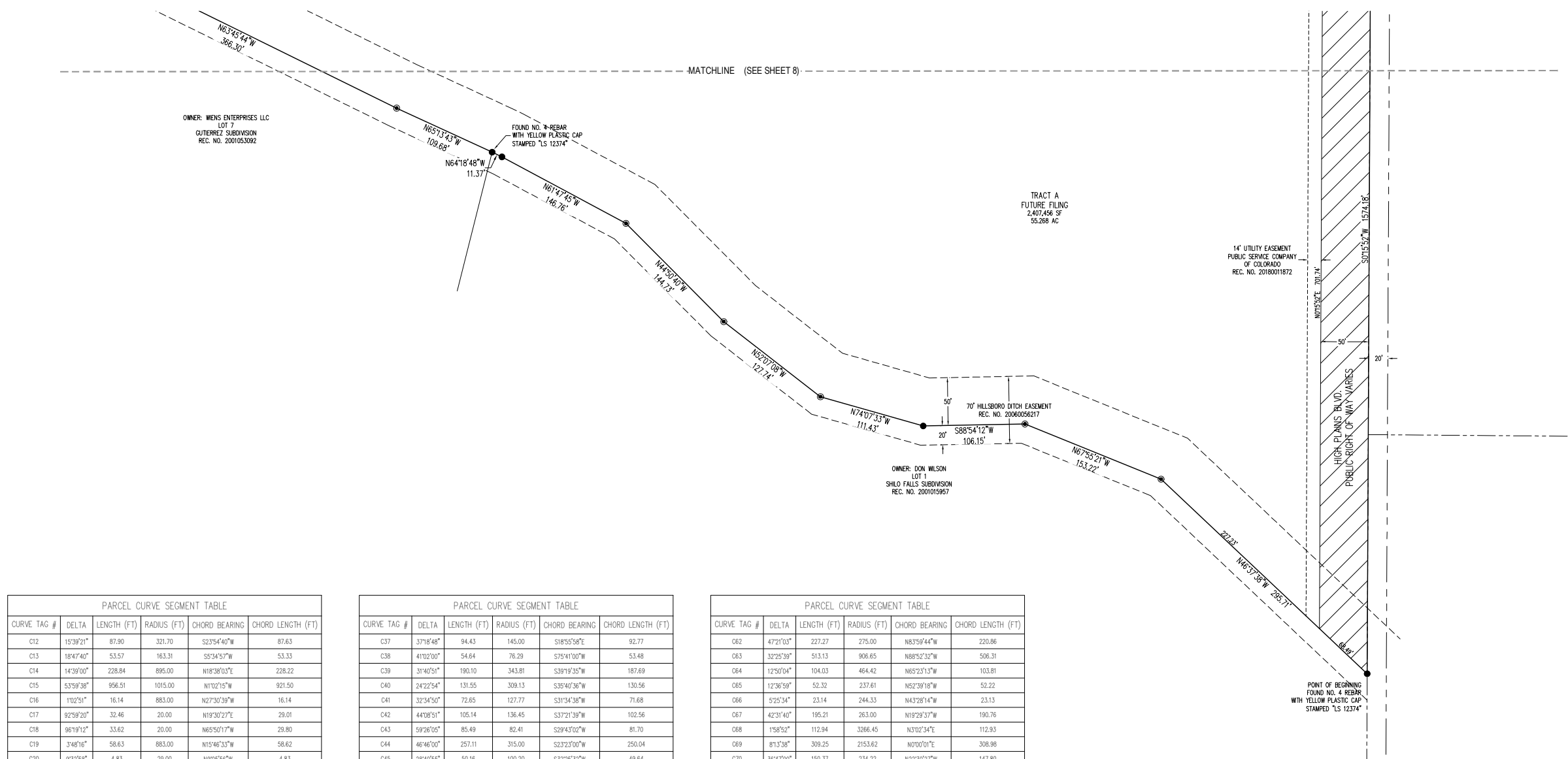
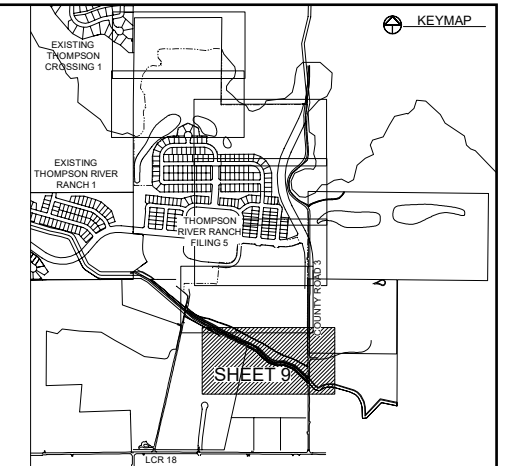
- LEGEND**
- PROPERTY LINE
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 - - - EXISTING EASEMENT
 - - - LOWR 1% CHANCE (100 YEAR) FLOODPLAIN
LOWR# 16-08-1158P, NOVEMBER 16, 2017
 - ◆ ALIQUOT CORNER (AS DESCRIBED)
 - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067* UNLESS OTHERWISE NOTED
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 - REC. NO. RECEPTION NUMBER
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MATCHLINE (SEE SHEET 9)

	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>#</th> <th>DATE</th> <th>ISSUE / DESCRIPTION</th> <th>INIT.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>6/11/20</td> <td>TOWN COMMENTS</td> <td>AN</td> </tr> <tr> <td>2</td> <td>7/31/20</td> <td>TOWN COMMENTS</td> <td>AN</td> </tr> <tr> <td>3</td> <td>9/24/20</td> <td>TOWN COMMENTS</td> <td>AN</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	#	DATE	ISSUE / DESCRIPTION	INIT.	1	6/11/20	TOWN COMMENTS	AN	2	7/31/20	TOWN COMMENTS	AN	3	9/24/20	TOWN COMMENTS	AN									<p>CLAYTON PROPERTIES GROUP II, INC.</p> <p>5000 CLAYTON ROAD MARYVILLE, TN 37804</p>	<p>THOMPSON RIVER RANCH SUBDIVISION</p> <p>FILING NO. 8</p> <hr style="width: 50%; margin: auto;"/> <p>FINAL PLAT</p>	<p>THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.</p>	<p>PROJECT NO: OAKLV0002.01 DRAWN BY: AN CHECKED BY: FAK DATE: 6/24/2020</p>	<p>SHEET</p> <p style="font-size: 2em; font-weight: bold;">8 OF 9</p>
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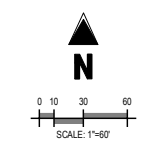


PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C12	15°39'21"	87.90	321.70	S23°54'40"W	87.63
C13	18°47'40"	53.57	163.31	S5°34'50"W	53.33
C14	14°39'00"	228.84	895.00	N18°38'03"E	228.22
C15	53°59'38"	956.51	1015.00	N11°02'15"W	921.50
C16	1°02'51"	16.14	883.00	N27°30'39"W	16.14
C17	82°39'20"	32.46	20.00	N19°30'27"E	29.01
C18	96°19'12"	33.62	20.00	N65°50'17"W	29.80
C19	3°46'16"	58.63	883.00	N15°46'33"W	58.62
C20	9°32'58"	4.83	29.00	N89°05'56"W	4.83
C21	43°70'4"	72.14	895.00	N2°00'55"W	72.12
C22	0°16'38"	15.93	2940.00	N0°26'56"E	15.93
C23	2°00'14"	35.50	1015.00	S27°01'57"E	35.50
C24	53°59'38"	843.42	895.00	S1°02'15"E	812.56
C25	90°00'00"	322.01	205.00	S45°16'34"E	289.91
C26	90°00'00"	227.77	145.00	N45°16'34"W	205.06
C27	90°00'01"	15.71	10.00	N44°43'26"E	14.14
C28	90°00'00"	15.71	10.00	N45°16'34"W	14.14
C29	5°04'40"	18.17	205.00	N87°44'14"W	18.16
C30	15°50'19"	56.67	205.00	N77°16'44"W	56.49
C31	14°02'27"	50.24	205.00	N62°20'22"W	50.11
C32	14°02'27"	50.24	205.00	N48°17'56"W	50.11
C33	14°02'27"	50.24	205.00	N34°15'28"W	50.11
C34	14°02'27"	50.24	205.00	N20°13'02"W	50.11
C35	12°55'14"	46.23	205.00	N6°44'11"W	46.13
C36	52°41'12"	133.34	145.00	S83°55'58"E	128.69

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C37	37°18'48"	94.43	145.00	S18°59'58"E	92.77
C38	41°02'00"	54.64	76.29	S75°41'00"W	53.48
C39	31°40'51"	190.10	343.81	S39°19'35"W	187.69
C40	24°22'54"	131.55	309.13	S35°40'36"W	130.56
C41	32°34'50"	72.65	127.77	S31°34'38"W	71.68
C42	44°08'51"	105.14	136.45	S37°21'39"W	102.56
C43	59°26'05"	85.49	82.41	S29°43'02"W	81.70
C44	46°46'00"	257.11	315.00	S23°23'00"W	250.04
C45	28°40'55"	50.16	100.20	S32°25'32"W	49.64
C46	13°47'16"	90.46	375.92	S11°11'26"W	90.24
C47	8°35'36"	53.43	356.22	S0°00'00"E	53.38
C48	27°23'15"	113.20	236.82	S8°23'49"W	112.13
C49	67°00'53"	166.26	142.15	S56°35'53"W	156.95
C50	0°12'39"	46.00	12504.95	S90°00'00"W	46.00
C51	35°39'48"	69.18	111.14	S72°03'46"W	68.07
C52	83°42'18"	390.54	267.32	N83°54'59"W	356.72
C53	36°52'30"	176.49	274.23	N22°33'32"W	173.46
C54	8°13'36"	314.96	2193.62	N0°00'00"W	314.69
C55	1°58'43"	111.42	3226.45	N3°02'37"E	111.42
C56	42°30'13"	165.43	223.00	N19°30'20"W	161.66
C57	5°24'27"	19.29	204.33	N43°27'45"W	19.29
C58	1°58'43"	43.45	197.59	N52°39'46"W	43.36
C59	12°47'40"	94.77	424.42	N65°22'07"W	94.58
C60	32°20'55"	489.30	866.65	N88°51'22"W	482.83
C61	47°21'03"	260.33	315.00	N83°59'44"W	252.98

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C62	47°21'03"	227.27	275.00	N83°59'44"W	220.86
C63	32°25'59"	513.13	906.65	N88°52'32"W	506.31
C64	12°50'04"	104.03	464.42	N65°23'13"W	103.81
C65	12°36'59"	52.32	237.61	N52°39'18"W	52.22
C66	5°25'54"	23.14	244.33	N43°28'14"W	23.13
C67	42°31'40"	195.21	263.00	N19°29'37"W	190.76
C68	1°58'52"	112.94	3266.45	N3°02'34"E	112.93
C69	8°13'36"	309.25	2153.62	N0°00'01"E	308.98
C70	36°47'00"	150.37	234.22	N22°30'27"W	147.80
C71	83°38'39"	331.72	227.32	N83°57'48"W	303.06
C72	35°39'48"	94.08	151.14	S72°03'46"W	92.57
C73	0°12'39"	46.14	12544.94	N90°00'00"W	46.14
C74	67°00'53"	119.48	102.15	S56°35'53"W	112.78
C75	27°23'15"	94.08	196.82	S8°23'49"W	93.19
C76	8°35'36"	59.43	396.22	S0°00'00"E	59.37
C77	13°47'16"	100.09	415.92	S11°11'26"W	99.85
C78	28°40'55"	70.18	140.20	S32°25'32"W	69.45
C79	46°46'00"	224.46	275.00	S23°23'00"W	218.28
C80	59°26'05"	126.98	122.41	S29°43'02"W	121.36
C81	44°08'51"	74.32	96.45	S37°21'39"W	72.49
C82	32°34'50"	95.40	167.77	S31°34'38"W	94.12
C83	24°22'54"	114.53	269.13	S35°40'36"W	113.66
C84	31°40'51"	212.22	383.81	S39°19'35"W	209.53
C85	38°54'02"	78.96	116.29	S74°37'01"W	77.45

- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - - - PLS ALIQUOT LINE
 - - - EXISTING EASEMENT
 - - - LUMP SUM CHANGE (100 YEAR) FLOODPLAIN LOMB# 16-08-1155P, NOVEMBER 16, 2017
 - ◊ ALIQUOT CORNER (AS DESCRIBED)
 - FOUND 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067 UNLESS OTHERWISE NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS 38038
 - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32444
 - FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638
 - FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37065
 - SET 24" # 5 REBAR WITH 1-1/4" ALUMINUM CAP, STAMPED PLS 37067, WITNESS CORNER AND DISTANCE
 - REC. NO. RECEPTION NUMBER
 - ▨ HIGH PLAINS BLVD. DEDICATED RIGHT OF WAY



Galloway
Planning, Architecture, Engineering,
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#	DATE	ISSUE / DESCRIPTION	INIT.
1	6/11/20	TOWN COMMENTS	AN
2	7/31/20	TOWN COMMENTS	AN
3	9/24/20	TOWN COMMENTS	AN
—	—	—	—
—	—	—	—

CLAYTON PROPERTIES GROUP II, INC.

5000 CLAYTON ROAD
MARYVILLE, TN 37804

**THOMPSON RIVER RANCH SUBDIVISION
FILING NO. 8**

FINAL PLAT

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

PROJECT NO:	OAKLV0002.01
DRAWN BY:	AN
CHECKED BY:	FAK
DATE:	6/24/2020

SHEET
9 OF 9

EXHIBIT B-2

RESOLUTION APPROVING PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier.
2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos. 1, 3, 4 and 9, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. Larimer County Road 3 shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer. Notwithstanding the foregoing, if the Developer is unable to construct improvements to the portion of Larimer County Road 3 that crosses the Hillsborough Ditch by the issuance of the 120th building permit because of irrigation season flows in the ditch, Developer may defer completion of that portion of the roadway until after the irrigation season by providing a Performance Guarantee to the Town in an amount equal to 110% of the cost of the uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer. In any event, the road construction shall be completed no later than June 30, 2021. After this date, no additional building permits will be issued until the Larimer County Road 3 improvements are complete and accepted by the Town.
3. The Town and Developer recognize and agree that, in connection with the construction and installation of the Larimer County Road 3 improvements described in Paragraph 2 above and the crossing of the Hillsborough Ditch, they have entered into, or anticipate entering into, two License Agreements with the Consolidated Hillsborough Ditch Company: a License Agreement for Crossing (Water Pipeline-Bore) and a License Agreement for Box Culvert (Box-Culvert-Larimer County Road 3-Consolidated Hillsborough Ditch) (collectively, "License Agreements"). To alleviate any ambiguity and confirm and clarify the intent, the Town and Developer affirm and agree that, except for the routine maintenance of the roadway, which shall be undertaken by the Town upon Initial Acceptance, the Developer shall remain responsible for all repairs and related work, to the fullest extent, of Larimer County Road 3 and the improvements and infrastructure that are the subject of the License Agreements until Final Acceptance. Developer shall cause and allow all Town-required and requested inspections of such improvements during the construction and installation and at any time thereafter until the improvements are accepted by the Town.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**

ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO.5 - PHASE 8

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Aggregate Base Course (Class 6) (8.5" depth)	Square Yard	6,109	\$ 14.00	\$ 85,526.00
2	Hot Mix Asphalt Pavement (Gr SX)(SP75, PG 64-22) 2.0" depth)	Square Yard	6,109	\$ 12.00	\$ 73,308.00
3	Hot Mix Asphalt Pavement (Gr S)(SP75, PG 64-22) (2.0" depth)	Square Yard	6,109	\$ 12.00	\$ 73,308.00
4	Town of Johnstown Crosspans (6-Foot)	Each	1	\$ 2,200.00	\$ 2,200.00
5	Concrete Sidewalk (6")	Square Yard	1,762	\$ 40.00	\$ 70,480.00
6	Concrete Curb (Pedestrian) Ramp	Each	2	\$ 2,500.00	\$ 5,000.00
7	Curb and Gutter, Mountable	Linear Foot	3,203	\$ 21.50	\$ 68,864.50
8	Stop Signs	Each	2	\$ 550.00	\$ 1,100.00
9	Street Name Signs	Each	2	\$ 550.00	\$ 1,100.00
10	8" Sanitary SDR 35 PVC Pipe, (Complete in place)	Linear Foot	904	\$ 58.00	\$ 52,432.00
11	8" Underdrain SDR 35 PVC Pipe, (Complete in place)	Linear Foot	904	\$ 38.00	\$ 34,352.00
12	4' Dia. Sanitary Sewer Manhole	Each	6	\$ 5,300.00	\$ 31,800.00
13	Fire Hydrant Assembly with 6" Gate Valve	Each	2	\$ 9,300.00	\$ 18,600.00
14	8" Water C900 PVC PIPE (Complete in Place)	Linear Foot	1,731	\$ 42.00	\$ 72,702.00
15	8" Gate Valve	Each	9	\$ 2,500.00	\$ 22,500.00
16	6"x8" Tee	Each	2	\$ 1,630.00	\$ 3,260.00
17	Water Main Bends	Each	6	\$ 1,100.00	\$ 6,600.00

ENGINEER'S OPINION OF PROBABLE COST
 THOMPSON RIVER RANCH FILING NO.5 - PHASE 8

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
18	Sanitary Services	Each	47	\$ 1,000.00	\$ 47,000.00
19	Water Services	Each	47	\$ 2,200.00	\$ 103,400.00
20	Connect to existing Sanitary	Each	3	\$ 2,850.00	\$ 8,550.00
				\$	<u>782,082.50</u>

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 _____, dated this day _____ of _____, 20____, between the Town of Johnstown and _____.

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.

