

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(FIRST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION)**

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

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as First Replat of Block 1 of Mountain View West Subdivision (“Development”); and

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

WHEREAS, the Town Council approved, or will approve, the Final Plat and Final Development Plan by passage of Resolution 2021-_____, containing terms and conditions of approval of the Final Plat and Final Development Plan, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain subdivision improvements 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 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are complete, which starts the warranty period.

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

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

1.10 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of

the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development.

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

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

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

1.14 “**Town Engineer**” shall mean the professional engineer designated by the Town Manager.

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

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

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a. **Engineering Services:** 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 for review and shall participate in a pre-construction meeting with the Town Public Works Department. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. If phasing is indicated on the approved Civil Engineering Construction Plans, such phasing may be modified only with approvals of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence

attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 Construction of Public Improvements:

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

2.2.2 At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 300-foot radius of the construction and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Such contact list shall be provided to the Town with a copy of the notification prior to the commencement of the construction. Notification may be made by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by weekly 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 or Private 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 Notice of Construction Acceptance has been provided for 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 and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town and County.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in

accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor; certification of required soil amendment shall be signed by the Owner and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the 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 homeowners.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 **Notice of Construction Acceptance:** Developer shall make written application to the Town Manager for acceptance of the Public Improvements and for final review of the Private

Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

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

5.2 Maintenance Guarantee. Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit, or a maintenance bond in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 Delivery of Notice of Construction Acceptance. Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue a written Notice of Construction Acceptance

of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 *Maintenance, Repair and Replacement:* Until Final Acceptance of the Public Improvements, Developer shall 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 the issuance of the Notice of Construction 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 issuance of the Notice of Construction Acceptance of the Public Improvements, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements and the landscaping ("Final Acceptance"). If the Town 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 certification of completion by issuance of a Notice of 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 the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize or operate the Public Improvements as the Town deems appropriate.

5.6 *Homeowners Association:* Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the appropriate County

Clerk and Recorder and the homeowners association shall thereafter be deemed to be established.

5.7 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements, including detention and stormwater facilities, irrigation and landscaping of common open spaces and adjacent public rights-of-way shall be owned, operated and maintained, as appropriate by the Developer, the homeowner's association or a metropolitan district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

6.2 If the Water and Sewer Service Agreement ("WSSA") contemplates that the Developer use "Low Water Landscaping" for a designated portion of the Development, such obligation is a material term of this Agreement and shall continue during and subsequent to construction of the Development and shall be a covenant running with the land. If, at any time, the amount of common area irrigated with Low Water Landscaping falls below the acreage indicated in Town-approved landscape plans, then additional raw water must be dedicated to the Town in the amount required by the Town pursuant to the Johnstown Municipal Code, as amended. For purposes of the WSSA and for purposes of this Agreement, the term "Low Water Landscaping" means and consists of non-turf planting areas with beds mulched with rock or organic or inorganic materials and shrubs, trees and ornamental species planted low density and irrigated by automated irrigation systems zoned separately from turf areas and equipped with a rain sensor shutoff. The application of Low Water Landscaping also includes xeriscape landscape principles and use of native shrubs and grasses.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J and Front Range Fire and Rescue Fire District; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners

association as set forth in Paragraph 5.6 above; and (7) all 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, on the condition that such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 [Intentionally omitted.]

DEVELOPMENT STANDARDS

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

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Final Development Plans, the Resolution or Approved Plans, Developer shall comply with the Johnstown Municipal Code, landscape and construction standards and specifications and the Town-approved PUD design guidelines.

9.3 If the Property is included in a metropolitan district or a homeowners association is created, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such entity. The trails shall be available for public use.

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

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies, and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, its Town Officials, employees, agents, representatives, insurers and self insurance pool, harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, 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, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or, if applicable, Performance Guarantee.

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, 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 [Intentionally omitted.]

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 e-mail delivery, but only upon confirmation of receipt of such facsimile or e-mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

TO TOWN:

**MOUNTAIN VIEW LAND
DEVELOPERS, LLC**

Attention: Andrew Gerk
3780 W. 10th Street
Suite, 200
Greeley, CO 80634

TOWN OF JOHNSTOWN

Attention: Town Manger
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

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

13.9 **Vested Right.** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement.

13.10 **Warranty of Developer:** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 **Governing Law and Venue.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

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

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

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 20th day of August, 2021.

SIGNATURES ON FOLLOWING PAGE

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: [Signature]

Name: Andrew J Gerk

Title: Authorized Agent

STATE OF COLORADO)

) ss.

COUNTY OF)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2021, by Andrew J. Gerk, as the Authorized Agent of Mountain View Land Developers, LLC.

WITNESS my hand and official seal.

My commission expires: 6/17/2023

[Signature]

Notary Public

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By:

Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(FIRST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION)**

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 C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form and Warranty/Maintenance Bond

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 9, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 30829 at the South end and by a #6 rebar with a 3.25" aluminum cap LS 24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1327.67 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;

THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°34'00" West a distance of 501.47 feet;

THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);

THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;

THENCE South 04°58'27" East a distance of 693.37 feet;

THENCE South 89°30'29" West a distance of 378.93 feet to a POC;

THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);

THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);

THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;

THENCE North 00°28'15" West a distance of 355.93 feet to a PC;

THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;

THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;

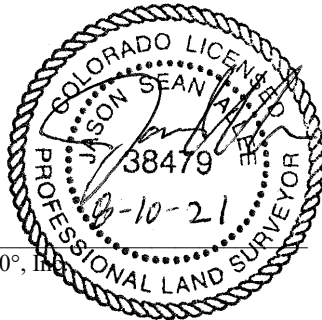
THENCE South 89°29'12" West a distance of 719.02 feet

THENCE North 00°34'00" West a distance of 2.78 feet to the to the **POINT OF BEGINNING**.

Said parcel of land contains 17.29 Acres (753,279 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Sheet 1 of 1

Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit #2
Greeley, CO 80634
(970) 515-5294

EXHIBIT B-1
PLAT OR PLAN
(SEE ATTACHED)

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1,
Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West
of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DESIGN

Know all persons by these presents that Townhome Developers, LLC, a Colorado limited liability company, being the owner of the following described property:

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4730024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Malibu Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T4N), Range Sixty-seven West (R67W), of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows:

COMMENCING at the Calculated North-South corner of Section 9 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 9, as monumented by a #6 rebar with a 2.5" aluminum cap stamped LS23513 at the South end and by a #6 rebar with a 3.25" aluminum cap stamped LS24993 at the North end, on bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35 feet with all other bearings contained herein being relative thereto;

The final dimensions as contained herein are based upon the "U.S. Survey Foot"

THENCE North 00°31'00" West along the West line of the NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Malibu Street;
THENCE North 89°06'16" East along said Westerly projection and said North right-of-way line a distance of 331.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the POINT OF BEGINNING;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'16" East a distance of 1004.39 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 385.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 653.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°02'29" and is subtended by a Chord bearing North 23°32'29" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 28°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 02°28'15" West a distance of 355.83 feet to a POC;
THENCE along the arc of a curve concave to the Southwest a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'42" East a distance of 17.26 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°32'56" and is subtended by a Chord bearing North 02°28'31" West a distance of 60.10 feet;
THENCE South 89°29'17" West a distance of 718.02 feet;
THENCE North 00°34'00" West a distance of 2.78 feet to the POINT OF BEGINNING.

Containing an area of 17.29 Acres (753,279 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Board of Trustees of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, blocks, tracts, rights-of-way and easements as shown on this map and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Townhome Developers LLC, a Colorado limited liability company, being the sole owner of the land described herein, and _____, one of all the mortgagees and holders of first liens upon the property, and each of us hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Owner: Townhome Developers LLC, a Colorado limited liability company

By: Andrew J. Gerk as Executive Vice President

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Andrew J. Gerk as Executive Vice President of Townhome Developers, LLC, on this _____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

Notary Public

TOWN COUNCIL

This Plat, to be known as 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, _____

Held on the _____ day of _____, 20____.

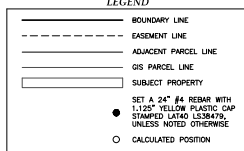
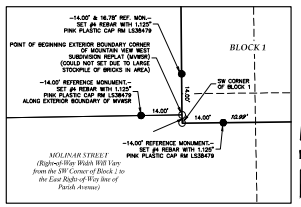
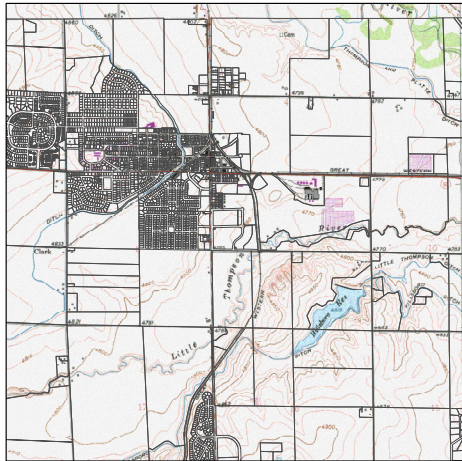
By: _____ Mayor

Attest: _____ Town Clerk (Seal)

EASEMENT APPROVAL

Utility easements are adequate and are hereby approved and/or vacated as shown on this plat.

Town of Johnstown Public Works Director



LAND USE SUMMARY - 1ST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION						
PORTION	AREA (Acres)	AREA (Sq. Ft.)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	55.827	2,414,000	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	32.1%
OUTLETS	173.750	7,500,000	HOA	HOA	ACCESS, PARKING, UTILITY & DRAINAGE FACILITIES	97.9%
BLOCK 1 OVERALL	229.577	10,014,000			PUD-B BLOCK	97.9%
BLOCK 1 LOTS	75.495	3,273,000	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	43.0%
OUTLETS	203.265	8,740,000	HOA	HOA	ACCESS, LANDSCAPE, UTILITY & DRAINAGE FACILITIES	47.0%
BLOCK 1 OVERALL	278.760	12,013,000			PUD-B BLOCK	47.0%
BLOCK 1 - TRACT A	226.263	9,819,000	BASES/IN DEVELOPMENT LLC	BASES/IN DEVELOPMENT LLC	PUD-B TRACT	50.0%
RIGHT-OF-WAY (R/W) (C)	83.976	3,640,000	PUBLIC	TOWN OF JOHNSTOWN	PUD-B STREET RIGHT-OF-WAY	50.0%
OVERALL AREA	755.565	32,723,000			PUD-B SUBDIVISION	100.0%
TOTAL AREA					BASES/IN DEVELOPMENT LLC (C) & R/W	

THE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon The Commitment Order Number FC02875031, having an effective date of May 19, 2020 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES

1. During the layout and boundary work for this project a relational error was discovered in the plot of Mountain View West Subdivision Replat, which also appears to be reflected in the construction design and layout of the existing streets. This relational error causes the plotted interior lot lines and streets to be misaligned with the existing exterior boundary monuments, creating an overlap of the streets and lot lines. If the centerline of the existing streets are used, the plotted exterior boundary lines miss all existing boundary monuments by a distance of 4.37' to 15.27'. To correct the issue as shown herein, for the Boundary of Block 1, I held the existing found section corners and boundary monuments for the exterior boundary of the subdivision, and held the plotted bearings and locations of the interior lot lines to eliminate any overlap with the existing street alignments. These changes are reflected herein for the future use of any surveyor who may follow in the replatment of any part of this subdivision. These changes are also reflected in a previous Land Survey Plat recorded within County records.

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein. (13-60-105 C.R.S.)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 9, T.4N, R.67W, monumented by a #6 rebar with an illegible 3.25" aluminum cap at the North end and a #6 rebar with a 2.5" aluminum cap stamped LS23513 at the South end, as bearing South 00°51'26" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35 feet with all other bearings contained herein being relative thereto.

The final dimensions as contained herein are based upon the "U.S. Survey Foot."

PLAT NOTES

- MAINTENANCE NOTE:** 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 subdivision agreement, should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purpose of operations and maintenance, all such maintenance costs will be assessed to the property owner.
- GENERAL OVERLAP DRAINAGE NOTE:** Lots and tracts so plotted 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.
- MAINTENANCE AND ACCESS:** The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlets will be dedicated as Street Utility, Drainage, Access and Emergency Access Easements, therefore access to private property will not be an issue.
- Ten (10) foot Utility Easements are dedicated along all public rights-of-way.
- The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-(30) inches in height from the street level, in accordance with current AASHTO sight lines.
- It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadways is to start within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdividers(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowner's association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (drainage access easements, drainage easements, etc.).
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowner's association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of perimeter fencing of walls, landscaping and landscaping between the property and the adjacent property owner(s), homeowner's association, metropolitan districts, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.
- Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles, if any or all of the access ways in this subdivision are private, the homeowner's association or metropolitan district will be responsible for ensuring that such access ways are possible at all times, for police, fire and emergency vehicles.
- Entire property is in Flood Zone X, Area of Minimal Flood Hazard per FEMA Flood Map No. 08122C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on September 24, 2020, by me or under my direct supervision and that all monuments existing show hereon that the mathematical closure errors are less than 1/50,000 (second order); and that said plat has been prepared in full compliance with all applicable provisions of the Town of Johnstown dealing with monuments, subdivisions or surveying of land as an applicable provisions of the Town of Johnstown.

I attest the above on this _____ day of _____, 20____.

Sheet 1 of 4

Jason S. Allee—On behalf of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

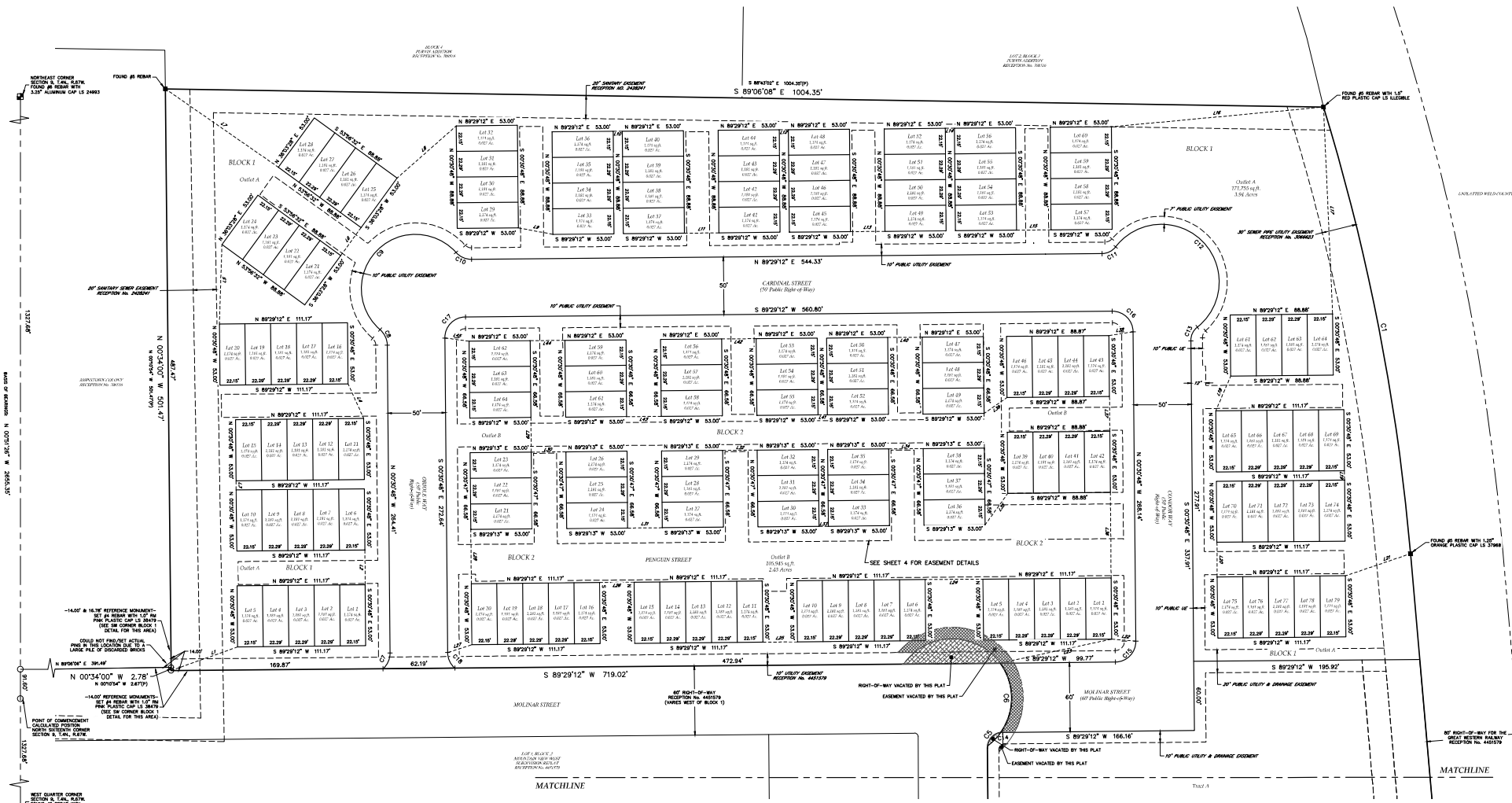
PROJECT TEAM

OWNER/DEVELOPER: Townhome Developers, LLC 3700 W. 10th Street, Suite 200 Greeley, Colorado 80634 Andrew J. Gerk, Executive V.P.	ENGINEER: LandOne Engineering LLC 361 71st W. 10th Street, Unit 2 Greeley, Colorado 80634 Phone: 970-515-5254 Jeremy Detach, PE	SURVEYOR: Lat40, Inc. Professional Land Surveyors 361 71st W. 10th Street, Unit 2 Greeley, Colorado 80634 Phone: 970-515-5254 Jason Allee, PLS
--	---	--

	Lat40, Inc. Professional Land Surveyors 6250 W. 10th Street, Unit 2 Greeley, CO 80634 O: 970-515-5294	DATE: 12/15/2020	FILE NAME: 2020278SUB	DRAWN BY: JA	CHECKED BY: JSA	SCALE: AS NOTED	PROJECT #: 2020278
		REVISIONS: ADDRESS TOWN REDLINES ADDRESS TOWN COMMENTS	DATE: 2/11/2021 6/17/2021	1ST REPLAT B1 MWVS REPLAT FOR LANDONE ENGINEERING, LLC 361 71ST AVE GREELEY, CO 80634			1

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado




LEGEND

- BOUNDARY LINE
- LOT LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- CALCULATED POSITION
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- ▨ DEDICATED RIGHT-OF-WAY
- ▨ VACATED RIGHT-OF-WAY
- ▨ VACATED EASEMENT

■ FOUND BOUNDARY PIN AS DESCRIBED
 ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 L538479, UNLESS NOTED OTHERWISE
 ○ CALCULATED POSITION
 (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION NO. 4451579)

Sheet 2 of 4
 Jason S. Allee-On behalf of Lat40, Inc.
 Colorado Licensed Professional
 Land Surveyor No. 38479

SCALE - 1"=40'
 0 40 80 120



Lat40, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278
REVISIONS:		DATE:			
ADDRESS TOWN REDLINES		2/11/2021			
ADDRESS TOWN COMMENTS		6/17/2021			

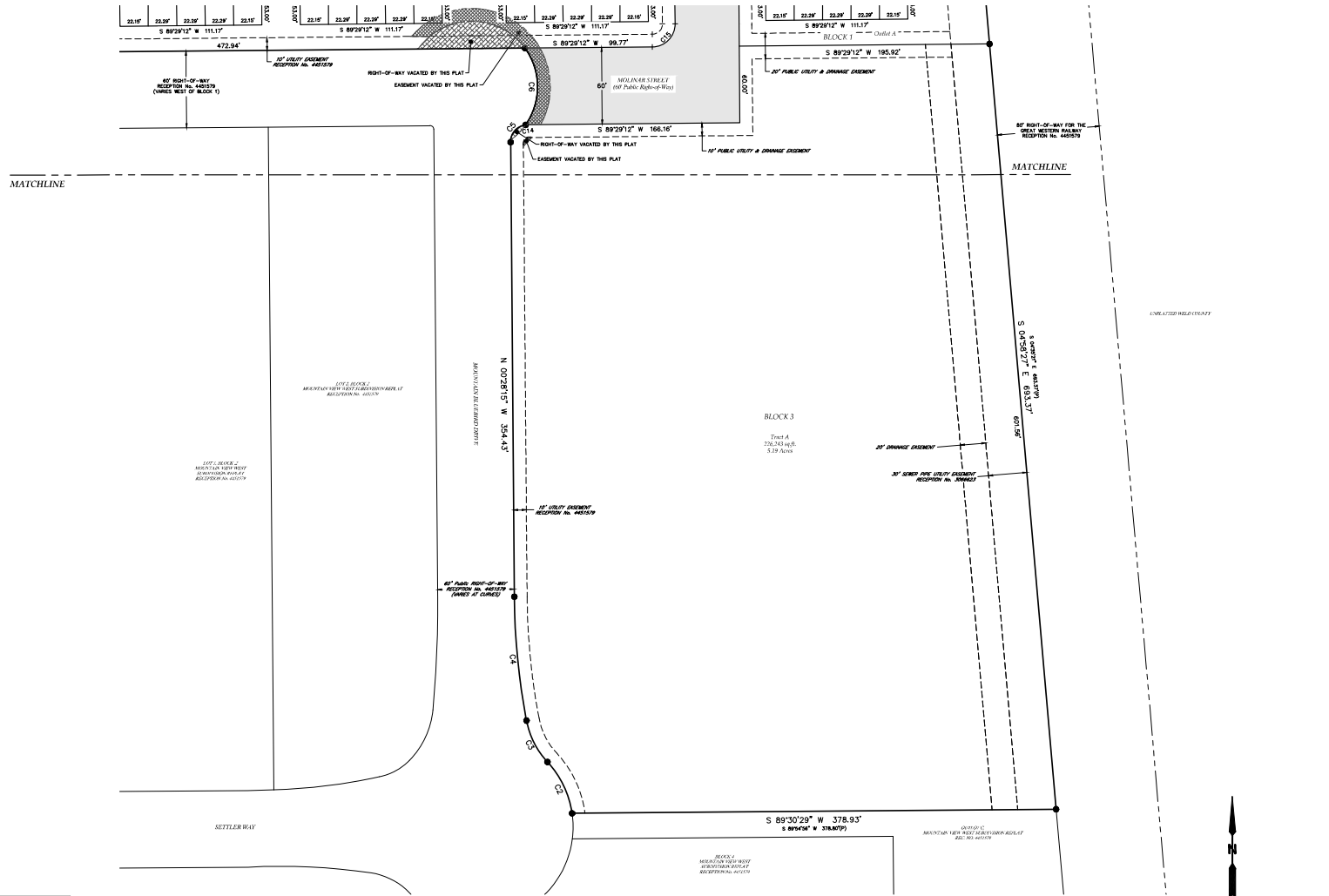
1ST REPLAT B1 MWVS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

2

SHEET 2 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LINE	BEARING	DISTANCE
13	S 89°29'12" W	111.17
14	S 89°29'12" W	111.17
15	S 89°29'12" W	111.17
16	S 89°29'12" W	111.17
17	S 89°29'12" W	111.17
18	S 89°29'12" W	111.17
19	S 89°29'12" W	111.17
20	S 89°29'12" W	111.17
21	S 89°29'12" W	111.17
22	S 89°29'12" W	111.17
23	S 89°29'12" W	111.17
24	S 89°29'12" W	111.17
25	S 89°29'12" W	111.17
26	S 89°29'12" W	111.17
27	S 89°29'12" W	111.17
28	S 89°29'12" W	111.17
29	S 89°29'12" W	111.17
30	S 89°29'12" W	111.17
31	S 89°29'12" W	111.17
32	S 89°29'12" W	111.17
33	S 89°29'12" W	111.17
34	S 89°29'12" W	111.17
35	S 89°29'12" W	111.17
36	S 89°29'12" W	111.17
37	S 89°29'12" W	111.17
38	S 89°29'12" W	111.17
39	S 89°29'12" W	111.17
40	S 89°29'12" W	111.17
41	S 89°29'12" W	111.17
42	S 89°29'12" W	111.17
43	S 89°29'12" W	111.17
44	S 89°29'12" W	111.17
45	S 89°29'12" W	111.17
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CURVATURE	LENGTH	RADIUS	DELTA ANGLE	COORD. BEARING	COORD. LENGTH
C01	100.00	100.00	1.5708	N 00°00'00" E	100.00
C02	100.00	100.00	1.5708	N 00°00'00" E	100.00
C03	100.00	100.00	1.5708	N 00°00'00" E	100.00
C04	100.00	100.00	1.5708	N 00°00'00" E	100.00
C05	100.00	100.00	1.5708	N 00°00'00" E	100.00
C06	100.00	100.00	1.5708	N 00°00'00" E	100.00
C07	100.00	100.00	1.5708	N 00°00'00" E	100.00
C08	100.00	100.00	1.5708	N 00°00'00" E	100.00
C09	100.00	100.00	1.5708	N 00°00'00" E	100.00
C10	100.00	100.00	1.5708	N 00°00'00" E	100.00
C11	100.00	100.00	1.5708	N 00°00'00" E	100.00
C12	100.00	100.00	1.5708	N 00°00'00" E	100.00
C13	100.00	100.00	1.5708	N 00°00'00" E	100.00
C14	100.00	100.00	1.5708	N 00°00'00" E	100.00
C15	100.00	100.00	1.5708	N 00°00'00" E	100.00
C16	100.00	100.00	1.5708	N 00°00'00" E	100.00
C17	100.00	100.00	1.5708	N 00°00'00" E	100.00
C18	100.00	100.00	1.5708	N 00°00'00" E	100.00

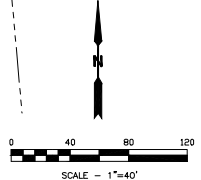
LEGEND

- BOUNDARY LINE
- LOT LINE
- - - EASEMENT LINE
- - - RIGHT-OF-WAY LINE
- - - ADJACENT PARCEL LINE
- - - SURVEY TIE LINE
- ▨ DEDICATED RIGHT-OF-WAY
- ▨ DEDICATED UTILITY EASEMENT
- ▨ VACATED RIGHT-OF-WAY
- ▨ VACATED EASEMENT
- FOUND BOUNDARY PIN AS DESCRIBED
- SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 L538479, UNLESS NOTED OTHERWISE
- CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4431579)

Sheet 3 of 4
 Jason S. Allee—On behalf of Lat40, Inc.
 Colorado Licensed Professional
 Land Surveyor No. 38479

LAT40
 Lat40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

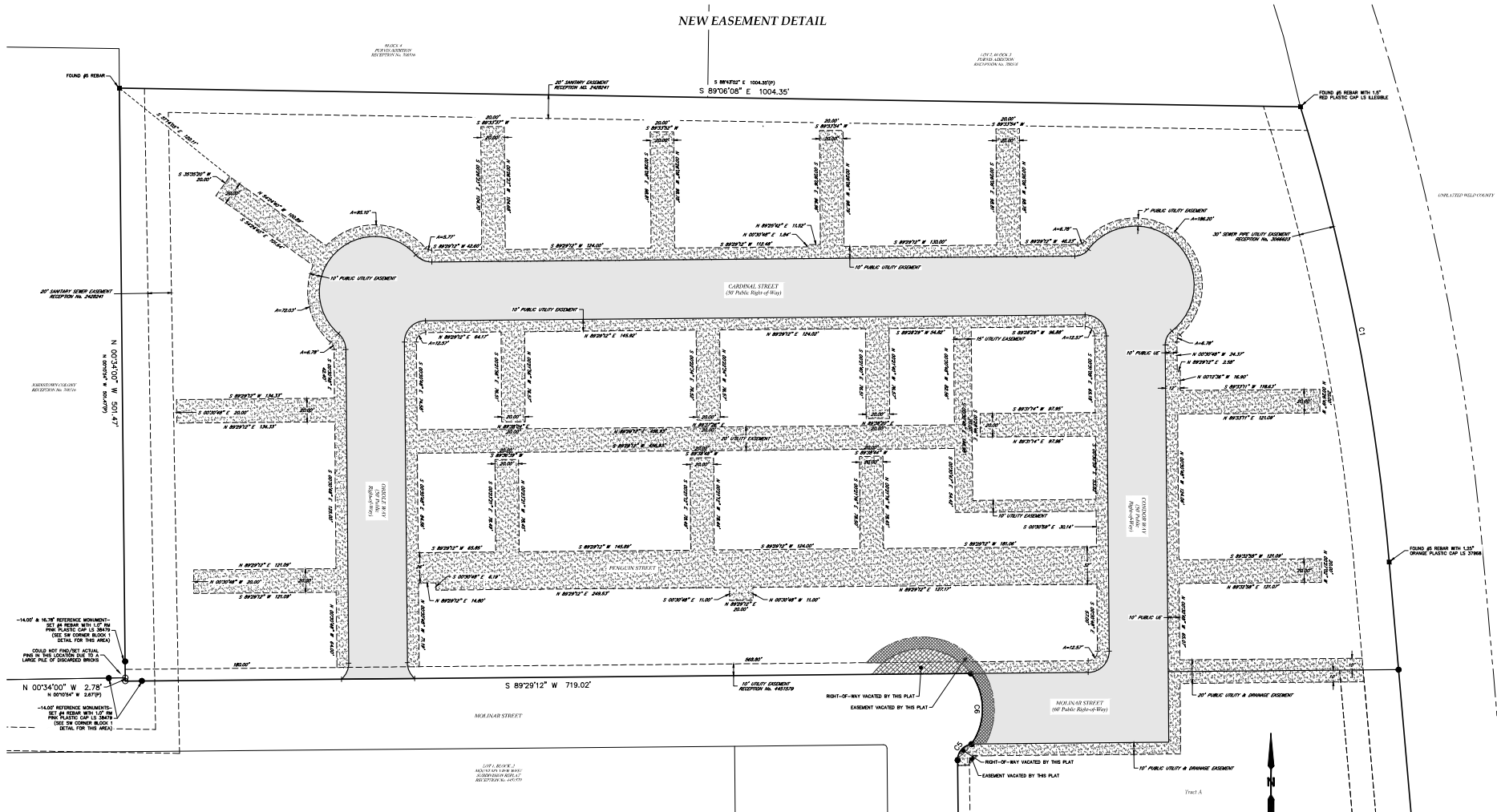
DATE: 12/15/2020	FILE NAME: 202027BSUB	DRAWN BY: JA	CHECKED BY: JSA	SCALE: AS NOTED	PROJECT #: 2020278
REVISIONS:		DATE:	1ST REPLAT B1 MVWS REPLAT FOR LANDONE ENGINEERING, LLC 361 71ST AVE GREELEY, CO 80634		
ADDRESS TOWN REDLINES		2/11/2021			
ADDRESS TOWN COMMENTS		6/17/2021			
			3		
			SHEET 3 OF 4		



1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

NEW EASEMENT DETAIL



LEGEND

	BOUNDARY LINE		FOUND BOUNDARY PIN AS DESCRIBED
	LOT LINE		SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 L538479, UNLESS NOTED OTHERWISE
	EASEMENT LINE		CALCULATED POSITION
	RIGHT-OF-WAY LINE		PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4431579)
	ADJACENT PARCEL LINE		
	SURVEY TIE LINE		
	DEDICATED RIGHT-OF-WAY		
	DEDICATED UTILITY EASEMENT		
	VACATED RIGHT-OF-WAY		
	VACATED EASEMENT		

Sheet 4 of 4
Jason S. Allee—On behalf of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE: 12/15/2020	FILE NAME: 2020278SUB	DRAWN BY: JA	CHECKED BY: JSA	SCALE: AS NOTED	PROJECT #: 2020278
REVISIONS:		DATE:		1ST REPLAT B1 MVWS REPLAT FOR LANDONE ENGINEERING, LLC 361 71ST AVE GREELEY, CO 80634	
ADDRESS TOWN REDLINES		2/11/2021			
ADDRESS TOWN COMMENTS		6/17/2021			
REVISE EASEMENTS		6/29/2021		<div style="font-size: 2em; font-weight: bold; text-align: center;">4</div> SHEET 4 OF 4	

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT C

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

Engineers Estimate of Public Construction Cost

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
SEWER				
8" Sewer Tie Ins	EACH	2.0	\$2,026.13	\$4,052.26
8" Sewer Main	LF	3948.00	\$47.49	\$187,490.52
Outside Drop Manhole	EACH	1.0	\$3,659.62	\$3,659.62
4' ID Manholes	EACH	38.0	\$3,128.15	\$118,869.70
4" Sewer service	EACH	143.0	\$1,094.40	\$156,499.20
Sewer Sub Total				\$470,571.30
WATER				
Tie Into Existing 8" Main Water Line	EACH	2.0	\$2,291.83	\$4,583.66
8" Water Main	LF	2,080.0	\$40.24	\$83,699.20
8" Gate Valves	EACH	17.0	\$1,930.26	\$32,814.42
8" Tees	EACH	2.0	\$951.31	\$1,902.62
8" 45 Bend	EACH	6.0	\$619.27	\$3,715.62
Fire Hydrant	EACH	4.0	\$8,626.64	\$34,506.56
8" Water Full Lowering	EACH	6.0	\$5,484.90	
Water Subtotal				\$161,222.08
STORM				
STRM-West Main				
Tie Into Existing 4' MH Station 1+28	EACH	1.00	\$2,181.25	\$2,181.25
30" RCP	LF	48.00	\$99.02	\$4,752.96
12" ADS Inlet Q	EACH	1.00	\$5,179.11	\$5,179.11
24" HDPE Pipe	LF	200.00	\$89.54	\$17,908.00
Concrete Encasements on 24" Storm	EACH	2.00	\$1,035.39	\$2,070.78
Concrete Encasements on 18" Storm	EACH	2.00	\$793.63	\$1,587.26
Concrete Encasements on 12" Storm	EACH	2.00	\$752.85	\$1,505.70
48" ID Storm MH	EACH	4.00	\$3,461.70	\$13,846.80
Inlet F- Type 13 Single Curb Inlet	EACH	1.00	\$4,657.57	\$4,657.57
Inlet V 24" ADS Inlet	EACH	1.00	\$3,669.33	\$3,669.33
Inlet E Type R single Curb Inlet	EACH	1.00	\$5,635.02	\$5,635.02
18" HDPE Pipe	LF	160.00	\$66.51	\$10,641.60
12" HDPE Pipe	LF	160.00	\$50.21	\$8,033.60
STRM- West Lateral				
Inlet C 18" ADS Drain Basin	EACH	1.00	\$3,852.86	\$3,852.86
48" ID Storm MH	EACH	1.00	\$3,288.83	\$3,288.83
12" HDPE Pipe	LF	160.00	\$51.41	\$8,225.60
STRM- West Lateral Branch A				
Inlet W 12" ADS Inlet	EACH	1.00	\$2,589.15	\$2,589.15
12" HDPE Pipe	LF	20.00	\$55.49	\$1,109.80
STRM- West Lateral 2				
Inlet X 12" ADS Inlet	EACH	1.00	\$2,338.85	\$2,338.85
12" HDPE Pipe	LF	60.00	\$51.10	\$3,066.00
STRM- Central Storm Main				
Tie Into Existing 4' MH Station 14+00	EACH	1.00	\$2,880.05	\$2,880.05
Inlet K Type 13 Single Curb Inlet	EACH	1.00	\$4,657.57	\$4,657.57
Inlet L 24" ADS Drain Basin	EACH	1.00	\$3,278.48	\$3,278.48
Inlet A 24" ADS Inlet	EACH	1.00	\$3,533.48	\$3,533.48
48" ID Storm MH	EACH	3.00	\$3,438.69	\$10,316.07
Concrete Encasements on 18" Storm	EACH	2.00	\$793.63	\$1,587.26
18" HDPE Pipe	LF	220.00	\$67.77	\$14,909.40
12" HDPE Pipe	LF	80.00	\$51.41	\$4,112.80
30" RCP PIPE	LF	16.00	\$123.57	\$1,977.12
STRM- Central Lateral				
12" HDPE Pipe	LF	80.00	\$51.41	\$4,112.80
Inlet J Type 13 Single Curb Inlet	EACH	1.00	\$4,657.57	\$4,657.57
48" ID Storm MH	EACH	1.00	\$3,713.26	\$3,713.26
STRM- East Main				
30" FES Including Toe Wall	EACH	1.00	\$4,143.48	\$4,143.48
Inlet G Type R Double Curb Inlet	EACH	1.00	\$8,719.10	\$8,719.10
18" HDPE Pipe	LF	40.00	\$68.56	\$2,742.40
Inlet H Type R Inlet Single	EACH	3.00	\$5,650.02	\$16,950.06
48" ID Storm MH	EACH	4.00	\$3,411.66	\$13,646.64

24" HDPE Pipe	LF	200.00	\$87.59	\$17,518.00
Inlet Y 12" ADS Drain	EACH	1.00	\$5,278.76	\$5,278.76
Concrete Encasements on 30" Storm	EACH	4.00	\$1,728.43	\$6,913.70
Concrete Encasements on 18" Storm	EACH	2.00	\$793.63	\$1,587.26
30" HDPE	LF	400.00	\$181.40	\$72,560.00
STRM-East Plan To Inlets O To U				
Inlet U 12" ADS Drain	EACH	1.00	\$2,203.85	\$2,203.85
12" HDPE Pipe	LF	20.00	\$61.20	\$1,224.00
STRM- East Plan To Inlet Z				
Inlet L 24" ADS Drain Basin	EACH	1.00	\$4,689.47	\$4,689.47
Inlet Z- 24" ADS Drain	EACH	1.00	\$3,701.28	\$3,701.28
24" HDPE Pipe	LF	160.00	\$91.02	\$14,563.20
STRM- East Storm Lateral 2				
18" HDPE Pipe	LF	40.00	\$68.87	\$2,754.80
24" HDPE Pipe	LF	20.00	\$94.04	\$1,880.80
Concrete Encasements on 18" Storm	EACH	2.00	\$793.63	\$1,587.26
Inlet -M Type R Single Curb Inlet	EACH	2.00	\$5,635.02	\$11,270.04
Storm Line Total				\$359,810.01

CONCRETE				
Concrete Prep				
7'6" Rollover Curb walk	LF	2,745.0	\$2.96	\$8,125.20
5' Wide Sidewalk	LF	618.0	\$3.94	\$2,434.92
22' Round Radius	EACH	2.0	\$607.50	\$1,215.00
Mid-Block Handicap Ramps W/ Domes	EACH	11.0	\$405.00	\$4,455.00
Cross Pan Prep	SF	1.0	\$506.25	\$506.25
30" Vertical Curb	LF	1,080.0	\$2.95	\$3,186.00
Concrete Prep Subtotal:				\$19,922.37
Concrete Placement				
7'6" Rollover Curb walk	LF	2,745.0	\$38.42	\$105,462.90
5' Wide Sidewalk	LF	618.0	\$33.90	\$20,950.20
22' Round Radius	EACH	2.0	\$22.60	\$45.20
Mid-Block Handicap Ramps W/ Domes	EACH	11.0	\$1,582.00	\$17,402.00
Cross Pan	SF	267.0	\$7.91	\$2,111.97
30" Vertical Curb	LF	1,080.0	\$24.86	\$26,848.80
Concrete Placement Subtotal:				\$172,821.07
Concrete Subtotal				\$192,743.44

ASPHALT				
Asphalt Prep				
Subgrade Prep Streets	SY	6,330.0	\$3.00	\$18,990.00
Asphalt Prep Subtotal:				\$18,990.00
Asphalt Placement				
Street Paving (Interior Streets) 6" Base	SY	6,586.0	\$17.86	\$117,625.96
Street Paving (Interior Streets) 6" Asphalt	SY	6,586.0	\$36.45	\$240,059.70
Asphalt Placement Subtotal:				\$357,685.66
Asphalt Subtotal				\$376,675.66

Construction Total: \$1,201,212.48

I hereby attest that the quantities listed above were prepared by me, or under my direct supervision, and accurately represent the construction quantities for improvements proposed on the final construction documents for the above referenced project. I understand that the Town of Johnstown does not, and shall not, assume liability for any omissions or inaccuracies in these quantities.

Jeremy C. Goetsch
 Registered Professional Engineer, No 56866

8/12/2021
 Date



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 First Replat of Block 1 of Mountain View West Subdivision, dated the day _____ of _____, 20____, between the Town of Johnstown and Townhome Developers, LLC, a Colorado limited liability company.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft. With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft,

PREMIUM FULLY EARNED
Bond Number: **PB XXXXXXXX** Premium
(Two (2) Years): \$ _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **SAMPLE, LLC** as Principal, and **INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania and duly authorized to transact a general surety business in the state of Pennsylvania, hereinafter called the Surety, are held and firmly bound unto Town of Johnstown, Colorado, hereinafter called Obligee, in the full and just sum of _____ DOLLARS (\$ _____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 7th day of January 2020, the above named Principal entered into an agreement with the Obligee for: **SAMPLE Subdivision Filing No. 1 as approved by the Town of Johnstown City Council on _____ by Resolution No. XXXXXX**

WHEREAS, under the terms of said agreement, Principal is required to guarantee replacement and repair of improvements as described therein for a period of Two (2) year(s) from and after the date of completion and acceptance of said improvements;

NOW, THEREFORE, If the above Principal for a period of Two (2) year(s) from and after the date of completion and acceptance of same by said Obligee, replace any and all defects in said work resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

Any claims upon this bond must be made prior to the expiration of the two (2) year maintenance period.

IN WITNESS WHERE OF, the seal and signature of said Principal is affixed hereto and the corporate seal and the name of said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 6th day of November, 2020.