

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (the “Agreement”) is made and entered into this 1st day of December 2023 (“Effective Date”), by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”), and Mountain View West Master Association, a Colorado common interest association (“Association”) (collectively, the “Parties”).

### RECITALS

**WHEREAS**, the Association governs a planned community known as Mountain View West located on the property described on Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

**WHEREAS**, the Property is adjacent to and contiguous with property owned by the Town, described on Exhibit B, attached hereto and incorporated herein by reference (“Town Property”); and

**WHEREAS**, the Property contains Outlots, including a detention pond, depicted on Exhibit C, attached hereto and incorporated herein by reference, that are maintained by the Association; and

**WHEREAS**, the Town Property benefits from the Association’s maintenance of the Outlots; and

**WHEREAS**, pursuant to that certain First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (Mountain View West Subdivision), dated on or about February 20, 2019, the Town agreed to pay the proportionate share of the expense of the maintenance of the Outlots attributable to the Town Property based on the acreage of the Town Property compared to the acreage of the Property as a whole; and

**WHEREAS**, to effectuate the foregoing, the Parties desire to execute this Agreement.

### AGREEMENT

**NOW, THEREFORE**, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

1. The Town hereby agrees to pay 26.82% of the Association’s annual cost of maintaining the Outlots.
2. On or before July 31 of each year, the Association shall provide an invoice to the Town for the maintenance expenses associated with the Outlots for the first six months of such calendar year (January through June). On or before January 31 of each year, the Association shall provide an invoice to the Town for the maintenance expenses associated with the Outlots for the

last six months of the preceding calendar year (July through December). The Town shall provide payment to the Association within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to the Association of the dispute.

3. Notwithstanding the terms of Paragraph 2, within thirty (30) days of the Effective Date, the Town agrees to pay the Association \$2,874.36 for the maintenance expenses associated with the Outlots for the 2023 calendar year. (For the avoidance of doubt, the first invoice that the Association may provide to the Town shall be submitted on or before July 31, 2024, for January through June of 2024.)

4. The Parties recognize and agree that, by the Town's payment of a portion of the cost of maintenance of the Outlots, the Town does not accept any responsibility for the ownership or maintenance of the Outlots. The Association assumes full responsibility for such maintenance and for all damages and liability that may be associated therewith. The Association agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the Association's actions or failures to act related to the Outlots.

5. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

6. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

7. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties.

8. The Parties agree that the Town is relying on and does not waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

9. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

10. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

11. The provisions of this Agreement represent the entire and integrated agreement between the Town and Association with respect to the subject matter hereof and supersede all prior negotiations, representations and agreements, whether written or oral.

12. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Matthew LeCerf, Town Manager

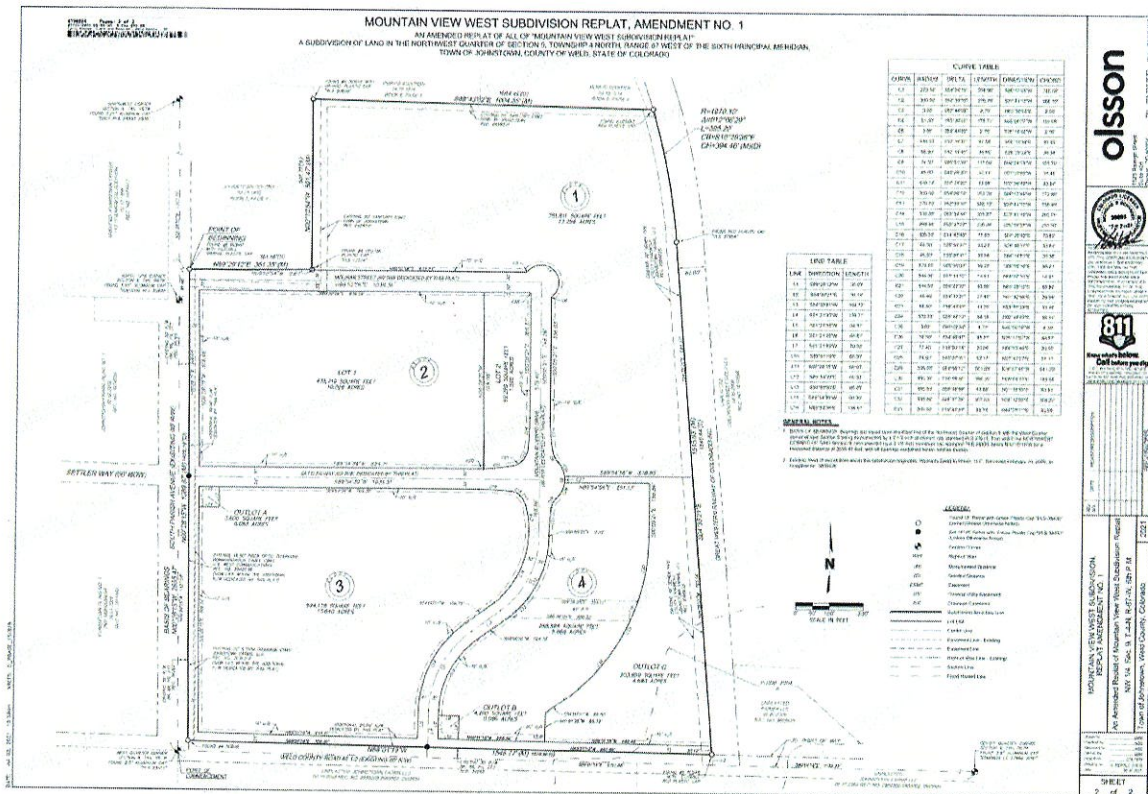
MOUNTAIN VIEW WEST MASTER ASSOCIATION

DocuSigned by:  
By: David S. Gilbert  
Name: David Gilbert  
Title: President

ATTEST: Robert Gilbert

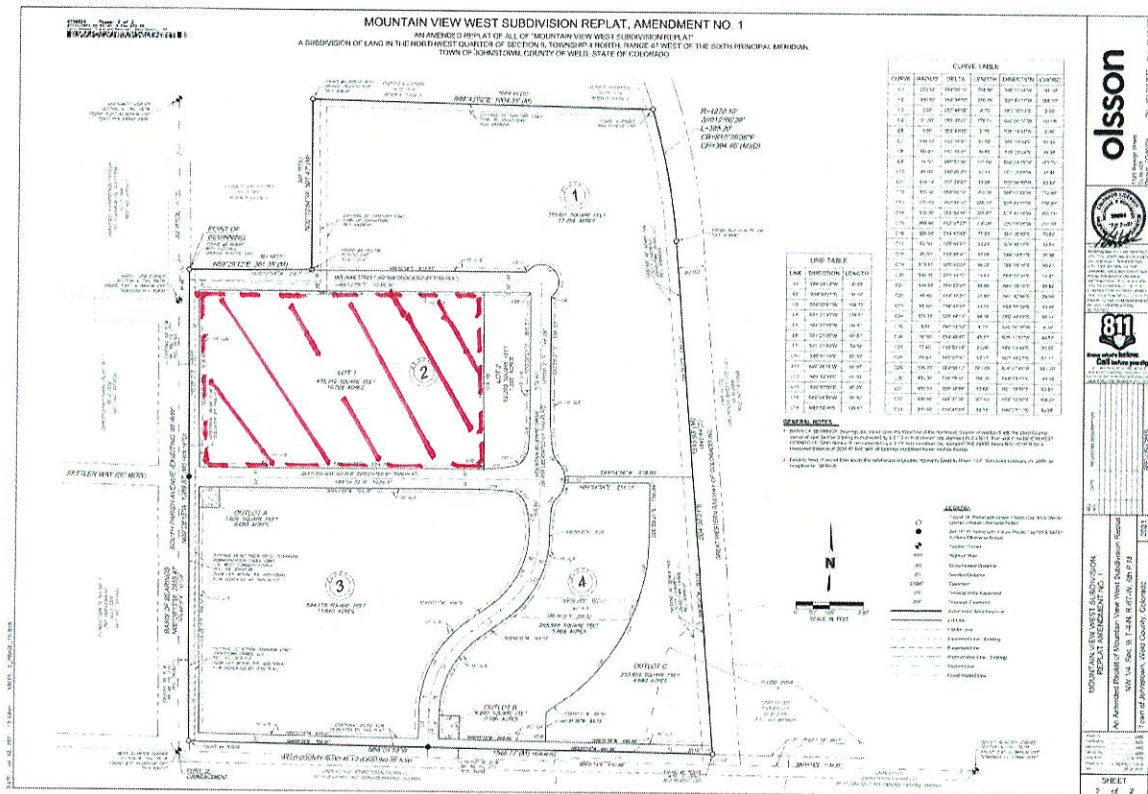
DocuSigned by:  
Robert Gilbert  
Robert Gilbert, Secretary

# EXHIBIT A ASSOCIATION PROPERTY





# EXHIBIT B TOWN PROPERTY



The Town Property is a that portion of the Mountain View West Subdivision Replat as shown above known as Lot 1, Block 2 of the Mountain View West Subdivision Replat containing approximately 10 acres of land area.



EXHIBIT C  
MASTER ASSOCIATION  
OUTLOTS



The Master Association Outlots are as shown above and colored in red that include that area between the separated sidewalks that run along the entire frontage of Paish Avenue and E Centennial Drive from the curb to the sidewalk. It shall also include the 1.90 acre detention pond parcel as well as the landscaped portion of the roundabout at the junction of Mountain Bluebird Drive and Settler Way. Mountain View West Master Association shall be responsible for the regular maintenance of landscaping within these areas so as to provide a unified and consistent look for the perimeter of the subdivision.