

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____ 2021, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in land located in a portion of the North ½ of Section 2, T.4N., R.68W., 6th P.M., Weld County, Colorado, described more particularly on Exhibit “A” attached hereto and incorporated herein by this reference, containing approximately 73.514 acres (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part the Annexation Agreement dated September 16, 2002; and

WHEREAS, the Subject Property is being developed by Developer as Revere at Johnstown, Filing 1, a residential project that will include: (i) 170 detached single-family homes averaging 942 square-feet per home of irrigated turf and 1,198 square feet per home of xeric landscaping; (ii) 150 attached single family homes with a total of 1.55 acres of irrigated xeric landscaping; (iii) common areas and street landscaping with 1.72 acres of irrigated turf and 3.08 acres of irrigated xeric landscaping; (iv) common areas with 3.92 acres of irrigated low grow native grass and 9.58 acres of irrigated native grass (collectively, as set forth in this part iv, the “Temporary Irrigation Area”); and (v) storm water detention facilities with 2.32 acres of non-irrigated low grow native grasses; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property dated November 16, 2020, and updated on April 13, 2021. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated April 14, 2021, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building detached homes	56.10	2.805
Residential In-building attached homes	43.50	2.175
Residential Landscape Irrigation	15.42	13.107
Common Area Landscape Irrigation	8.41	7.149
Temporary Common Area Landscape Irrigation	14.80	12.580
Total	138.23	37.816

2. Water Rights Dedication and Credits. Within forty-five (45) days of the execution of this Agreement, Developer shall dedicate eighteen (18) shares of the twenty-seven (27) shares of Consolidated Home Supply Ditch and Reservoir Company, currently represented by Certificate Nos. 6917 and 6918, to the Town. The water currently represented by Certificate Nos. 6917 and 6918 have been changed to include municipal use. This Agreement is not valid until such dedication is made and accepted by the Town.

3. Surplus dedication credit. The dedication of the eighteen (18) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2 above will provide to Developer raw water credits in excess of the water demand projected for the Subject Property. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 5.77 acre-feet. The credit is calculated as follows:

Dedication Credit:	144.0 acre-feet
LESS estimated demand:	138.23 acre-feet
Net current surplus credit:	5.77 acre-feet

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected for the Subject Property or may be used for future phases of the Revere at Johnstown development, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. Temporary Irrigation of Native Grasses. The Temporary Irrigation Area is shown on Exhibit “B,” attached hereto and incorporated herein by reference. Upon the establishment of the native grasses, Developer may permanently disconnect the irrigation for the Temporary Irrigation Area and, upon written notice to the Town with proof of the disconnection, in a form acceptable to the Town, obtain a raw water credit in the amount of 14.80 acre-feet per year, which credit may be used for future phases of the Revere at Johnstown development, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

5. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject

Property up to 138.23 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, and for residential and common area irrigation as described above.

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

7. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of Forty-One Thousand Four Hundred and Sixty Nine dollars (\$41,469.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 138.23 acre-feet per year of estimated water demand and estimated consumptive use of 37.816 acre-feet per year (277 SFE) for the Subject Property and includes payment for raw water that is anticipated to be subsequently disconnected from the temporary irrigation of native grasses pursuant to paragraph 4, above. This payment has not been assessed against any of the surplus dedication credit of 5.77 acre-feet, described in Paragraph 3, above. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

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

TO DEVELOPER:
Corporation Service Company
ATTN: Forestar (USA) Real Estate
Group, Inc.
1900 W. Littleton Blvd.
Littleton, CO 80120

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

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.

1160 Lincoln St., Suite 2720
Denver, CO 80264

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

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

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

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

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

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

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

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

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

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

18. No Presumption. 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.

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

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

Signatures follow

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: Matthew Napier
(name)

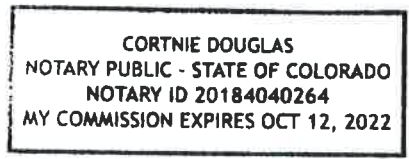
Title: Division President

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 6 day of May, 2021 by
Matthew Napier, as the Division President of Forestar (USA) Real Estate Group,
Inc.

Witness my hand and official seal.

Cortnie Douglas
Notary Public



9555 S Kingston Court unit 200 englewood CO 80112
Address
720-456-8477
Telephone

My Commission Expires: Oct 12, 2022

EXHIBIT A

LEGAL DESCRIPTION

**REVERE AT JOHNSTOWN FILING NO. 1
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 06°24'24" EAST, A DISTANCE OF 30.18 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50 AS DEDICATED IN BOOK 86 AT PAGE 273 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 2,285.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 88°56'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.91 FEET TO SAID CENTER QUARTER CORNER OF SECTION 2;

THENCE SOUTH 88°59'30" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,262.03 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 2;

THENCE SOUTH 88°57'54" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 139.80 FEET;

THENCE THE FOLLOWING ELEVEN (11) COURSES;

1. NORTH 06°12'56" WEST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'04", AN ARC LENGTH OF 356.76 FEET;
3. NORTH 70°39'52" WEST, A DISTANCE OF 40.00 FEET;
4. NORTH 19°20'08" EAST, A DISTANCE OF 0.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
6. NORTH 19°20'08" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 19°20'08" EAST;
7. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

8. NORTH 19°20'08" EAST, A DISTANCE OF 164.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET;
9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'39", AN ARC LENGTH OF 338.83 FEET;
10. NORTH 06°12'32" WEST, A DISTANCE OF 738.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°57'00", AN ARC LENGTH OF 36.63 FEET;

THENCE SOUTH 89°50'28" WEST, A DISTANCE OF 13.99 FEET;

THENCE NORTH 04°42'30" WEST, A DISTANCE OF 30.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50;

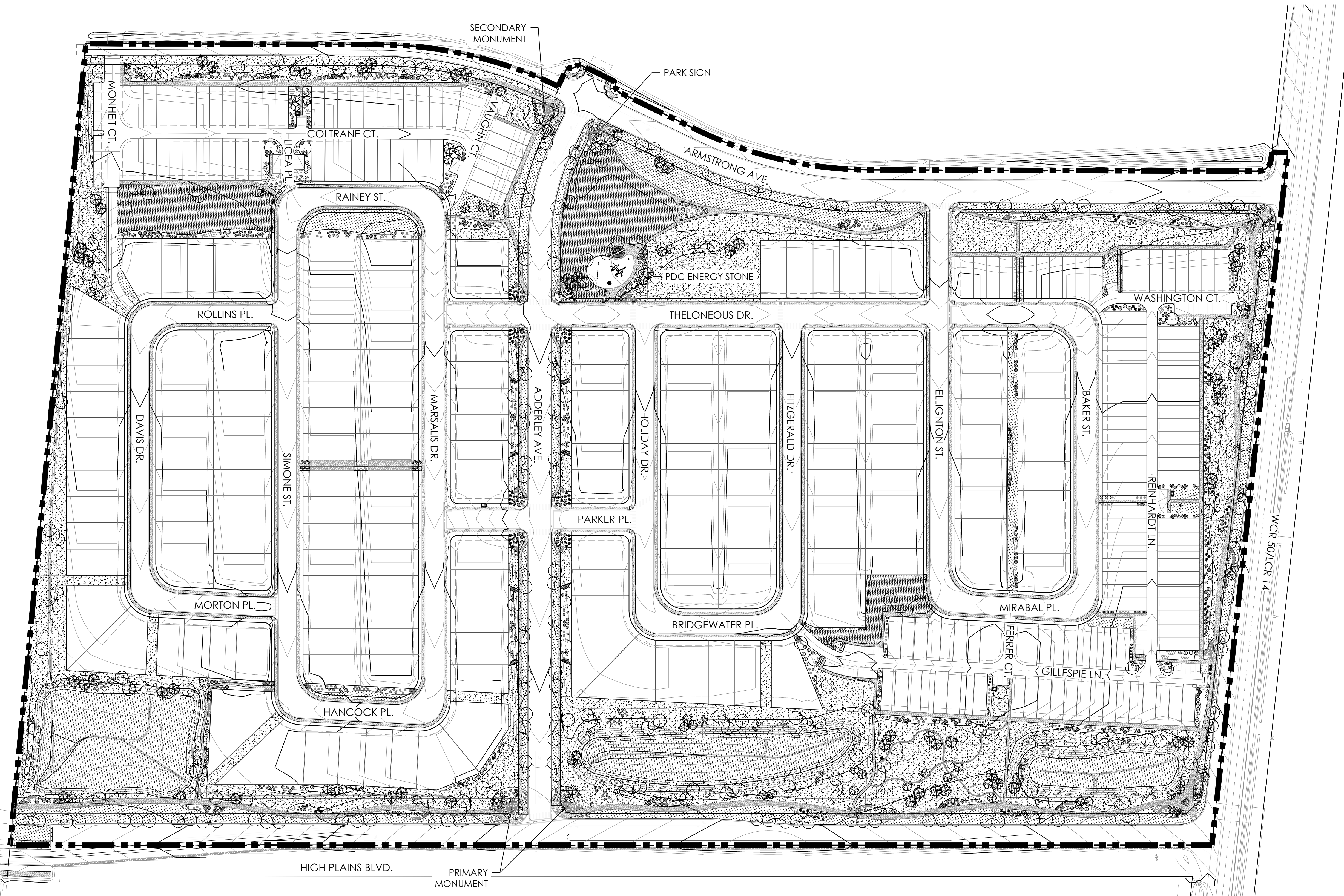
THENCE NORTH 89°50'17" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,324.79 FEET TO THE **POINT OF BEGINNING**.






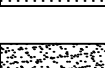
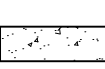
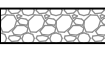
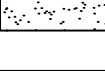
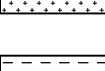



CONTAINING AN AREA OF 73.514 ACRES, (3,202,273 SQUARE FEET), MORE OR LESS.

REVERE AT JOHNSTOWN FILING NO. 1

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



- LEGEND**
-  DECIDUOUS TREE
 -  EVERGREEN TREE
 -  ORNAMENTAL TREE
 -  SHRUBS & PERENNIALS
 -  STEEL EDGER
 -  TURF, PERMANENTLY IRRIGATED
 -  CRUSHER FINES
 -  CONCRETE WALK
 -  ROCK MULCH
 -  NATIVE SEED, TEMPORARILY IRRIGATED
 -  LOW-GROW, PERMANENTLY IRRIGATED
 -  NATIVE SEED, NON-IRRIGATED
 -  MAILBOX KIOSK



PROJECT NAME

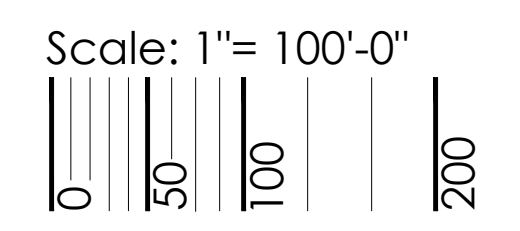
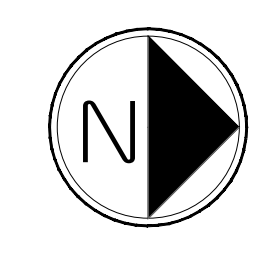
REVERE AT JOHNSTOWN
FILING NO. 1
 FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
04-12-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS
 SHEET NUMBER

L.1
 SHEET 6 OF 30



p:\forester\great plains village\cod\submittals\fdp submittal #3\landscape plans.dwg