

**EXHIBIT B-1**

**PLAT**

(SEE ATTACHED)

**EXHIBIT B-2**

**RESOLUTION APPROVING PLAT OR PLAN**

(SEE ATTACHED)

## EXHIBIT B-3

### ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Water and Sewer Service Agreement. Concurrent with the execution of this Agreement, the Town and Developer are entering into a Water and Sewer Service Agreement (“WSSA”). The WSSA contemplates that the Developer shall use “Low Water Landscaping” for a designated portion of the Development. 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.

Developer recognizes and agrees that the obligation to use Low Water Landscaping for common area irrigation is a material term of the WSSA and is also a material term of this Agreement. The obligation to maintain the use of Low Water Landscaping 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.

2. Construction drawings. Civil Engineering Construction Plans shall be approved by the Town Engineer, and a pre-construction meeting with the Town Public Works Department shall be conducted prior to commencement of construction of the Public Improvements. All Public and Private Improvements shall be constructed in conformance with these the approved Civil Engineering Construction Plans, and dedicated to the Town, where applicable, with Initial Acceptance of each phase after receipt of as-built plans therefor, and Final Acceptance of each phase after the passage of the warranty period therefor.
3. Phasing. Phasing of Public Improvements and Private Improvements is indicated on the approved development plans and construction drawings; such phasing may be modified only with the approvals of the Public Works Director and the Planning & Development Director.
4. Open Spaces, Parks and Trails. The Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the appropriate metropolitan district. The open spaces, parks, and trails shall be available for public use.
5. Construction of the community park areas located in Outlot K, south of Lot 6, Block 2, shall commence on or before the issuance of the ninetieth (90<sup>th</sup>) Certificate of

Occupancy or, alternatively, in the Town's discretion, at such later time upon bonding with sufficient surety to the Town to guarantee such construction. Notwithstanding the foregoing, Outlot K shall be constructed in full no later than the issuance of the final building permit in Phase 1 of the Development. If Developer does not complete the community park by such time, the Town may, in its discretion, withhold the issuance of additional building permits for the Development.

6. Traffic Signals. The Developer shall, upon the Town's written request, pay a pro rata portion of the cost of the installation of traffic signals and related improvements, when warranted, at the intersections of (1) State Highway 60 and High Plains Boulevard and (2) High Plains Boulevard and Weld CR 50. The pro-rata portion shall be determined by the Town primarily based upon the generation of traffic resulting from the Development, as determined by an approved traffic study. Upon notice to the Town, this obligation may be assigned to a homeowners' association or metropolitan district. The pro rata portion shall be paid within sixty (60) days of receipt of written request from the Town, unless otherwise agreed to in writing by the Town Manager.
7. High Plains Boulevard. The Developer shall extend and construct improvements to High Plains Boulevard from its current terminus north of CO Highway 60 to Weld County Road 50 to the approved interim arterial standard, per the approved Civil Engineering Construction Plans. In the Town's discretion, the Town may permit modified phasing of such improvements to facilitate coordination with adjacent property owners for improvements that may physically and directly impact such construction. Any such modified phasing shall be subject to coordination with the Front Range Fire and Rescue Authority to maintain necessary emergency access and may require additional bonding or surety to guarantee full improvements are installed.
8. The 50-foot Magellan oil and gas pipeline easement shall be recorded.

**EXHIBIT C**

**SCHEDULE OF PUBLIC IMPROVEMENTS**

(SEE ATTACHED)

**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 Revere at Johnstown, Filing No. 1,, dated the day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between the Town of Johnstown and Forestar (USA) Real Estate Group Inc., a Delaware corporation.

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.

