

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 6TH day of FEBRUARY 2024, by and between **PARISH, LLC**, a Colorado limited liability company ("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 within a replat of Block 3 and Outlot A from Mountain View West Subdivision Replat, Amendment No. 1, described more particularly on Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by Developer will consist of eleven (11) lots that will dedicate water in the future to meet their individual on-lot, in-building, and irrigation water demands as separate projects; this Agreement address only the irrigation water demands for South Parish Avenue and Centennial Drive consisting of 0.13 acre of spray-irrigated turf and 0.08 acre of drip irrigated planting beds, known as Settler's Crossing Subdivision ("Project"); 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 Project dated November 1, 2023. 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 November 20, 2023, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Landscape Irrigation	0.45	0.38
Total	0.45	0.38

2. **Water Rights Dedication and Credits.** Due to previous dedications of Raw Water to the Town, Developer has a surplus dedication credit of 0.75 acre-feet. Developer agrees to dedicate the raw water credit from this surplus for the Project.

3. **Surplus dedication credit.** As a result of said dedication, Developer will have a surplus dedication credit with the Town of 0.30 acre-feet. The credit is calculated as follows:

Dedication Credit:	0.75 acre-feet
LESS estimated demand:	0.45 acre-feet
Net current surplus credit:	0.30 acre-feet

Developer seeks to dedicate 0.45 acre-feet of the net current surplus credit to the Project, and the remaining 0.30 acre-feet of surplus credit will be retained by Developer. The Town hereby approves such assignment. 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 Project or may be used for other future development within the Town of Johnstown, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. **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 Project up to 0.45 acre-feet per year of water supply for landscape irrigation as described above.

5. **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 Project 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.

6. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of One Hundred and Fifty Dollars (\$150.00) as payment of the water court transfer fees required by the Ordinance. This water court transfer fee applies only to the 0.45 acre-feet of permanent water demand. 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.

7. **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:

Parish, LLC
Attention: A.L. Gilbert Company
P.O. Box 38
Oakdale, CA 95361
Email: fred@cbanoco.com
david.gilbert@algilbert.com

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
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com

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

8. 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.

9. 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.

10. 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.

11. 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 the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. 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.

13. 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.

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

15. Choice of laws and venue. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

16. 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.

17. 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.

18. 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.

PARISH, LLC

By: [Signature]
Name: David S. Gilbert
Title: President & CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On 6 Feb 2024 (date) before me, Zoe Anne Kilkenny [Name], Notary Public, personally appeared

David S. Gilbert
[Name(s) of Signer(s)],

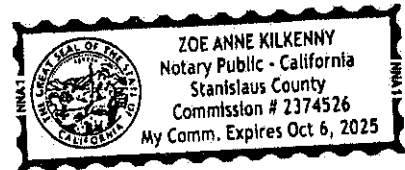
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

[Seal]



TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

JOHNSTOWN WSSA



OAKDALE
170 CALIFORNIA AVE
OAKDALE, CA 95361-9998
(800)275-8777

02/07/2024 01:40 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.92
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Johnstown, CO 80534
Weight: 0 lb 1.20 oz
Estimated Delivery Date
Mon 02/12/2024

Grand Total: \$0.92

Credit Card Remit \$0.92

Card Name: VISA
Account #: XXXXXXXXXXXX3495
Approval #: 007328
Transaction #: 929
AID: A0000000031010 Contactless
AL: Visa Credit

Preview your Mail
Track your Packages
Sign up for FREE @

<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 055496-0361
Receipt #: 840-59560077-2-3830155-2
Clerk: 4

TOWN OF JOANSTOWN
LILLY CORY
% TOWN CLERK
P.O. BOX 609
450 S. PARISH AVE.
JOHNSTOWN, CO 80534

A. L. Gilbert Company
304 N. Yosemite
P.O. Box 38
Oakdale, California 95361-0038

