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Carly Koppes, Clerk and Recorder, Weld County, CO

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the "Town"), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership (the "Developer") and the JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

RECITALS

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 Johnstown Farms Filing No. 3 ("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 by passage of Resolution 2019-18, containing terms and conditions of approval of the Final Plat, 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; and

WHEREAS, the Town, the Developer and the District recognize and agree that the District has obligations with respect to the operation and maintenance of certain Public Improvements, as set forth in **Exhibit B-3**, and is a signatory hereto to affirm those obligations.

AGREEMENT

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 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, detention facilities, landscaping, irrigation, fencing, entry signs, parks and open space, trails, postal service boxes, and decorative, non-standard street posts and lighting.

1.8 **"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, stormwater

improvements (excluding detention facilities), drainage facilities, irrigation structures, standard street signs and posts and other public facilities and improvements to serve the Development.

1.9 **"Site Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 **"Subdivision Improvements"** shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.11 **"Town"** shall mean the Town of Johnstown, Colorado.

1.12 **"Town Engineer"** shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 **"Town Manager"** shall include the Town Manager and his authorized designees.

1.14 **"Town Official"** shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner 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 Engineer for review. 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. 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 liens and monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, 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 monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, for all land, property and easements dedicated or conveyed to the Town or for public use. 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:*** Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction 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. In the event of a conflict between the Civil Engineering Construction Plans and any other applicable requirements relating to the Public Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time the Civil Engineering Construction Plans are approved by the Town, the then-current Town development standards are more stringent than or contradict the Civil Engineering Construction Plans, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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 Public Works Director informed 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 applicable phase of Public Improvements no later than eighteen (18) months from the commencement of the construction of such phase of Public Improvements, 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, 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 Initial Acceptance of 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 detention facilities, an irrigation system, landscaping, fencing, entry-way signage, decorative, non-standard street signs and posts (if any), 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, with the exception of approval of the school bus shelters, which must be approved by the school district. 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.

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 architect or engineer. 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. In the event of a conflict between the Site Development Plan and/or the Civil Engineering Construction Plans and any other applicable requirements relating to the Private Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Site Development Plan and the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time of approval of the Site Development Plan or the Civil Engineering Construction Plans, as applicable, Town development standards are more stringent than or contradict the Site Development Plan or the Civil Engineering Construction Plans, respectively, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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 shall 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, bond 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.

3.5 ***Replacement of Private Improvements:*** As replacement of the improvements is necessary and warranted over time, 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. Notwithstanding the foregoing, the Town shall not withhold issuance of building permits for the Development on the basis that the Dry Utilities, or any portion thereof, have not been completed; provided, however, the Town shall have the right to withhold issuance of certificates of occupancy for any improvements to be served by any Dry Utilities that have not been completed.

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.0 ***Phasing of Subdivision Improvements***. Notwithstanding any contrary provision of the Agreement, the Town acknowledges that Developer intends to construct and install the Subdivision Improvements, including without limitation, the Public Improvements, in phases as such Subdivision Improvements are necessary to serve the applicable portion of the Development, which phasing and phases are pursuant to the approved Civil Engineering Construction Plans. The Town agrees that all references in Paragraph 5 of the Agreement to Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements shall mean a particular phase of those Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements serving the Development. For the avoidance of doubt, the Town shall, subject to the terms of the Agreement, grant Initial Acceptance and Final Acceptance for a "phase" and shall release and/or reduce, as applicable, the Performance Guarantee and Maintenance Guarantee applicable to such "phase" of the Subdivision Improvements upon Initial Acceptance and Final Acceptance, respectively, notwithstanding that other of the Subdivision Improvements required for other phases of the Development have not been completed.

5.1 ***Initial Acceptance***: Developer shall make written application to the Town Manager for initial acceptance of the Public Improvements ("Initial Acceptance"), 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 Initial 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 Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Contemporaneously with Initial Acceptance of the applicable phase of the Subdivision Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond or an irrevocable letter of credit 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 Subdivision Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Subdivision Improvements until Final Acceptance of the same. The Maintenance Guarantee for such phase of the Subdivision Improvements shall be released upon Final Acceptance of the Subdivision Improvements for such phase.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks, but the Town may, in its discretion but subject to Paragraph 3.4, withhold the issuance of certificates of occupancy based on such incomplete improvements. The Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift.

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. If, within ten (10) business days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have given written notice to the Town of Developer's intended corrective action and thereafter commenced such corrective action within a reasonable time, not to exceed an additional five (5) business days, the Town may make

such maintenance, repair or replacement 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 Initial 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 Initial Acceptance of the applicable Subdivision Improvements, Developer shall make a written request to the Town Manager for a final inspection of the Subdivision Improvements (**"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, the Town Manager shall provide a written certification of completion and 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, 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. Failure of the Developer to make a timely request for 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 or the Developer may establish and utilize a Title 32 metropolitan district in lieu of 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:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate, by the Developer, the homeowner's association or a metropolitan or special 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 Concurrently with entering into this Agreement, 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.

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 Thompson School District R2-J or the Weld County School District RE-5J; (3) Developer has received written notice of Initial 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. Notwithstanding Paragraph 7.1 to the contrary, Developer shall not be required to establish a homeowners association for the Development if the Developer has established a Title 32 metropolitan district for the Development responsible for covenant enforcement.

7.2 Notwithstanding any provision of Paragraph 7.1 to the contrary, reference to "Subdivision Improvements" therein shall mean the applicable phase of the Subdivision Improvements and the Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks; and provided, further, however that the Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift. Subject to Paragraph 3.4, the Town shall have the right to withhold issuance of certificates of occupancy for the improvements to be served by any Subdivision Improvements, including landscaping, sidewalks and top lift of asphalt, that have not been completed.

7.3 If the 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. Notwithstanding the foregoing, if, subsequent to Initial Acceptance, parcels of the Property have been sold to third parties and there are multiple Developers, as that term is defined herein, bound

by this Agreement, then the Town agrees not to withhold building permits with respect to the portion of the Development owned and being developed by Developers that are in compliance with this Agreement, subject to Paragraph 4.1 above.

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Each Developer agrees to control the weeds growing within the portion of the Development owned by such Developer, and to use herbicide as permitted by the Town and undertake mowing of the portion of the Development owned by such Developer.

8.4 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.7 Developer shall use commercially reasonable efforts to cause Developer's subcontractors to cooperate with the Town's construction inspectors, including, but not limited to,

ceasing operations upon notice from the Town when winds are of such velocity that the Town has determined, in its reasonable discretion, that blowing dust from the Development is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines.

9.3 Appropriate design standards must be met including, but not limited to, the following:

A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.

B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.

C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.

D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.

E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town

for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.

F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.

G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided.

H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.

I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 The design standards set forth in this Paragraph 9.3 may be modified by Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan (FDP) for the Development. In the event of a conflict between this Paragraph 9.3 and the Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan approved by the Town for the Development, such Civil Engineering Construction Plans, Site Development Plan and final development plan shall control.

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

9.6 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, Town Officials, its 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 relating to this Agreement, 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 maintain for itself, and shall cause its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements to 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), 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. For clarity, Developer shall not be required to procure or maintain insurance for its contractors, subcontractors, representatives or agents, but shall require that its contractors, subcontractors, representatives or agents such insurance be procure and maintain such insurance.

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. For the avoidance of doubt, the indemnification and hold harmless obligations under

Paragraph 10.2 shall apply to each Developer only to the extent of such claims or costs arising in connection with such Developer's act or omission.

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 the Town's reasonable and customary out-of-pocket costs of professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development. For the avoidance of doubt, if there is more than one Developer at any given time with respect to the Property, the obligation of each Developer under this Paragraph 10.5 of the Agreement shall relate only to the applicable development application or permit application submitted by or on behalf of such Developer.

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, contractors, 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 Performance Guarantee.

11.2 If the default arises subsequent to Initial 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, 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-up for the portion of the Development to be served by the Subdivision Improvements that are the subject of such default, the scope of which is subject to the Town's sole discretion. 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 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

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***: A Notice of this Agreement substantially in the form as shown on **Exhibit E** is to 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 such Notice 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 such purchaser or transferee assumes in writing all obligations under this Agreement with respect to such portion of the Development and a copy of such assumption is delivered to the Town.

13.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property subject to matters of record, 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 email-delivery, but only upon confirmation of receipt of such facsimile or email; (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:

TF JOHNSTOWN FARMS, L.P.
c/o Starwood Land Advisors, LLC
385 Inverness Parkway, Suite 310
Englewood, CO 80112
Attention: Craig K. Campbell, President West Region
Email: ccampbell@starwoodland.com

And to:

Starwood Land Advisors, LLC
6310 Capital Drive, Suite 130
Lakewood Ranch, FL 34202
Attention: CFO or CEO

TO THE DISTRICT:

Johnstown Farms Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
Attention: Blair Dickhoner, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

JOHNSTOWN FARMS METROPOLITAN DISTRICT

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: rcello@townofjohnstown.com
And to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

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 pursuant to §§ 24-68-101, *et seq.*, C.R.S. 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 Larimer or 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.

[signature pages follow this page]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 2 day of December, 2019.

DEVELOPER:

TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership

By: _____
Name: Craig Campbell
Title: Authorized Signatory

STATE OF COLORADO _____)
) ss:
[CITY AND] COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me as of the 2nd day of December__, 2019, by Craig Campbell__, as _Authorized Signatory_ of TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

WITNESS my hand and official seal.

Megan Elizabeth O'Brien-Jenkins
Notary Public
State of Colorado
Notary ID 20174020333
My Commission Expires May 12, 2021

Megan Elizabeth O'Brien-Jenkins
Notary Public

My Commission Expires: May 12, 2021

TOWN:

TOWN OF JOHNSTOWN, COLORADO, a home rule municipal corporation of the State of Colorado

By: _____
Gary Lebsack, Mayor

THE TOWN OF JOHNSTOWN
SEAL
JOHNSTOWN, CO

ATTEST:

By: _____
Diana Seele, Town Clerk

APPROVED AS TO THE DISTRICT OBLIGATIONS CONTAINED IN PARAGRAPH 1 OF EXHIBIT B-3:

DISTRICT:

JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: CRAIG CAMPBELL
Title: AUTHORIZED SIGNATORY

ATTEST:

By: _____
_____, Secretary

1751438.14

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR THE TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A

LEGAL DESCRIPTION
(Property)

(FOLLOWS THIS PAGE)

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

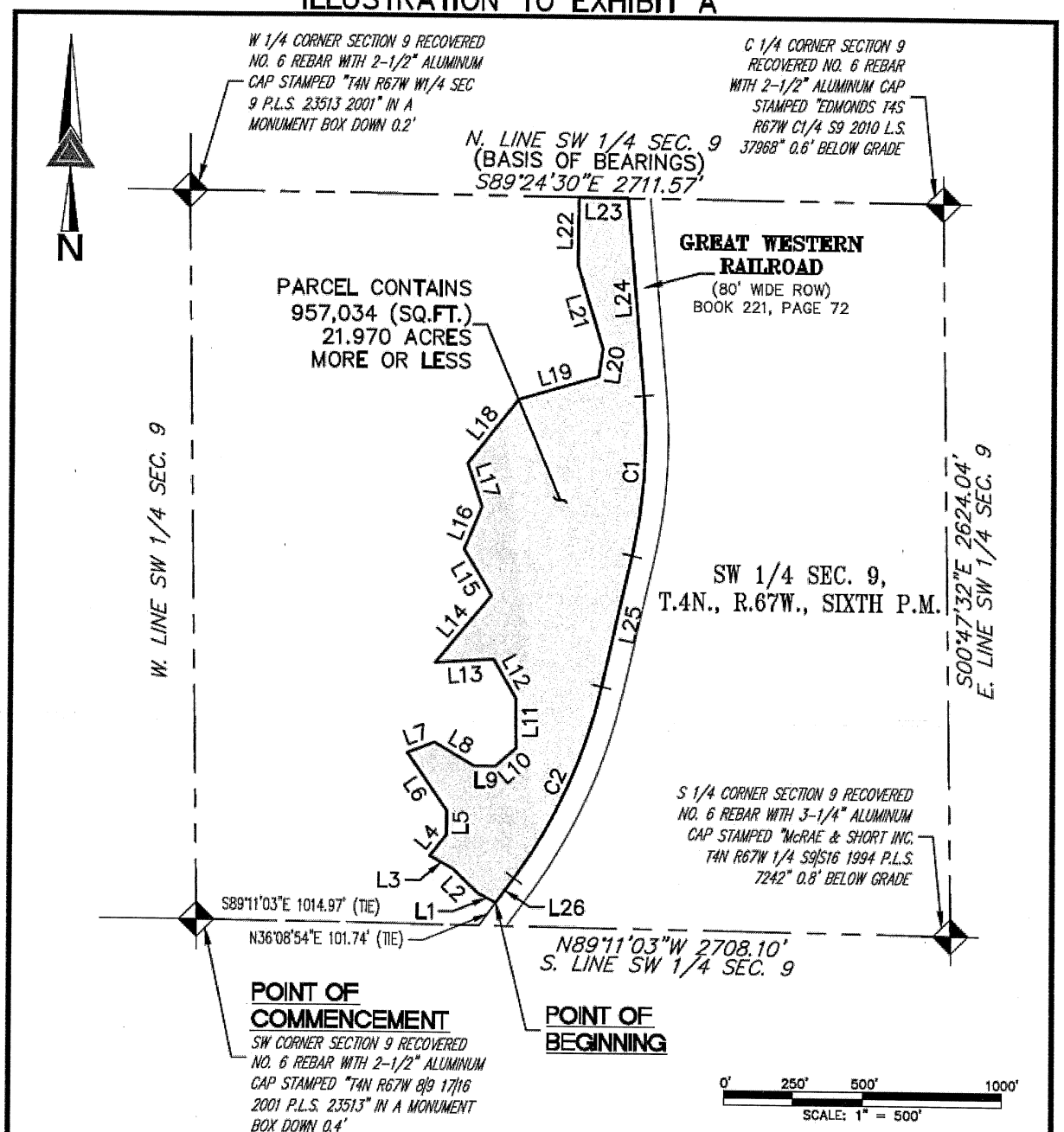
EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
SHAUN D. LEE
38158
10/16/19
PROFESSIONAL LAND SURVEYOR

PREPARED BY:

SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE. SUITE 1, LITTLETON CO 80122
303.327.7488
AZTEC JOB NO. 54818-37

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:	AZTEC CONSULTANTS, INC.	ILLUSTRATION TO EXHIBIT A
DWG NAME: PARCEL A – PLAT.DWG	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
DWG: CWB CHK: SDL	Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS	WELD COUNTY, COLORADO
DATE: 10/16/2019		JOB NUMBER 54818-37
SCALE: 1" = 500'		3 OF 4 SHEETS

1751438.14

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°56'25"W	71.96'
L2	N46°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N34°32'15"W	252.50'
L7	N68°44'13"E	104.57'
L8	S59°40'57"E	166.01'
L9	N90°00'00"E	75.86'
L10	N48°25'30"E	98.93'
L11	N00°51'35"W	178.22'
L12	N29°49'13"W	160.73'
L13	S86°13'22"W	210.38'
L14	N39°39'32"E	314.41'
L15	N30°51'09"W	193.10'
L16	N22°16'35"E	164.82'
L17	N18°23'04"W	163.95'
L18	N38°14'03"E	293.89'
L19	N73°48'58"E	301.18'
L20	N08°16'54"E	101.30'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N17°05'56"W	312.42'
L22	N00°35'30"E	243.05'
L23	S89°24'30"E	177.69'
L24	S04°54'49"E	710.16'
L25	S12°48'08"W	482.40'
L26	S36°08'54"W	108.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	17°42'57"	1870.10'	578.23'
C2	23°20'46"	1870.10'	762.00'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: PARCEL A – PLAT.DWG
DWG: CWB CHK: SDL
DATE: 10/16/2019
SCALE: N/A

AZTEC CONSULTANTS, INC.
Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS

360 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

ILLUSTRATION TO EXHIBIT A
SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
WELD COUNTY, COLORADO
JOB NUMBER 54818-37 4 OF 4 SHEETS

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2,711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2,624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1,595.06 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;
5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1,052.88 FEET TO THE **POINT OF BEGINNING**;

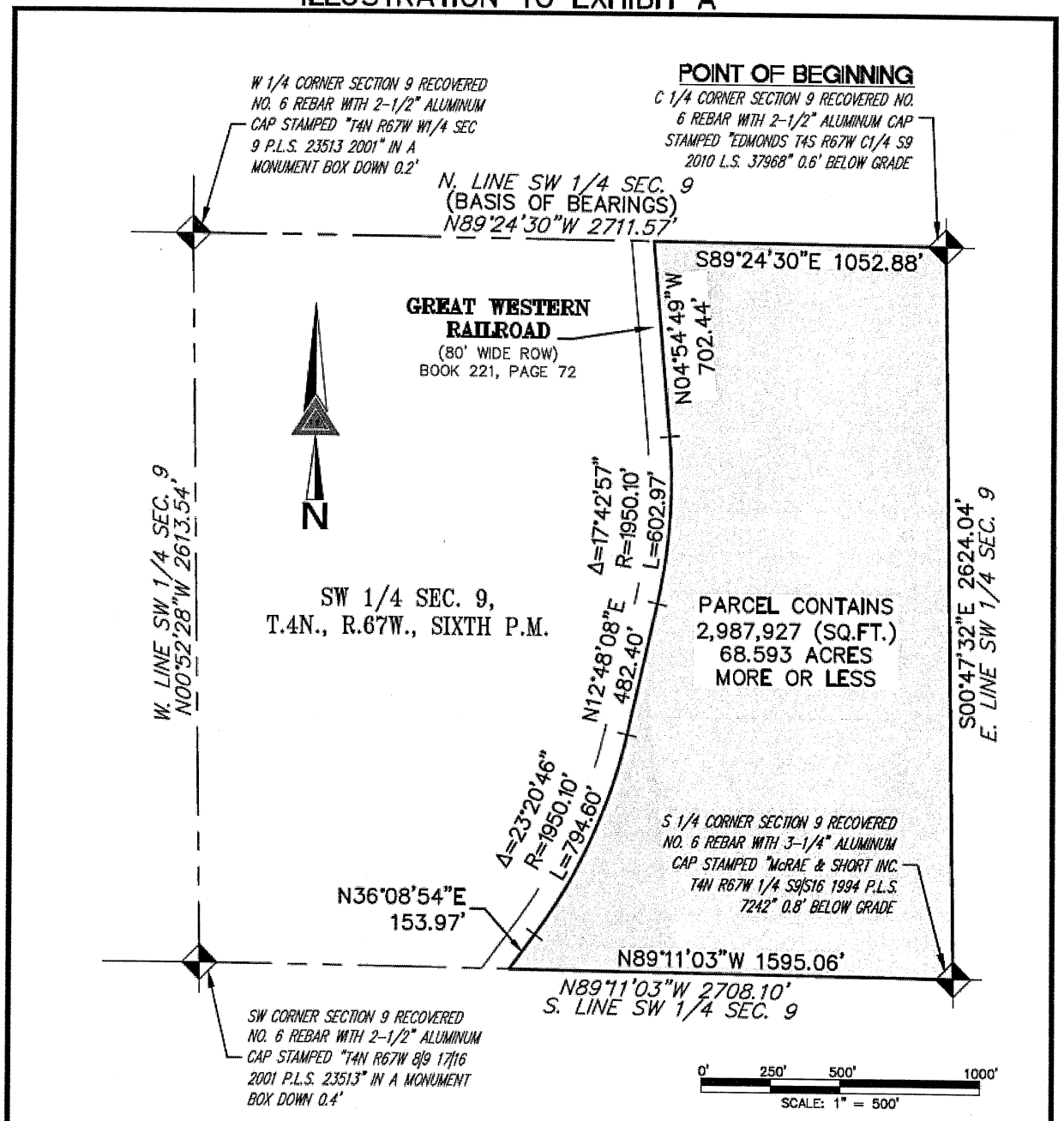
CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
SHAUN D. LEE
38158
8/19/19
PROFESSIONAL LAND SURVEYOR

SHAUN D. LEE PLS NO. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:	AZTEC CONSULTANTS, INC.	PARCEL B
DWG NAME: PARCEL B.DWG	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
DWG: YM CHK: SDL		WELD COUNTY, COLORADO
DATE: 8/16/2019	Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS	JOB NUMBER 54818-37 2 OF 2 SHEETS
SCALE: 1" = 500'		

1751438.14

EXHIBIT B-1

PLAT OR PLAN

(FOLLOWS THIS PAGE)

To of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80534

4568151 Pages: 31 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County,

JOHNSTOWN FARMS FILING NO. 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT **JOHNSTOWN FARMS FILING NO. 3**, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03"EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54"EAST, A DISTANCE OF 101.74 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 82°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'48", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03"EAST A DISTANCE OF 1113.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN SAID BOOK 221, PAGE 72, ALSO BEING THE POINT OF BEGINNING;

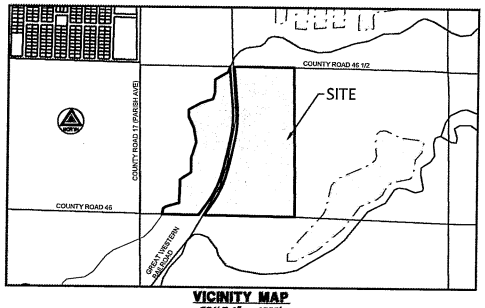
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'48", AN ARC LENGTH OF 794.60 FEET, TO A POINT OF TANGENCY;
3. NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET, TO A POINT OF TANGENCY;
5. NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

TRACT OWNERSHIP AND USAGE

1. TRACT A IS FOR OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN; PROVIDED HOWEVER, JOHNSTOWN FARMS METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR MOWING AND WEED CONTROL THEREON AND IS HEREBY GRANTED AN EASEMENT OVER TRACT A FOR SUCH PURPOSES.
2. TRACTS B, C, D, E, F, AND G, ARE FOR PRIVATE OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (HOA).

* TRACTS INDICATED FOR OWNERSHIP AND MAINTENANCE BY HOA SHALL MEAN AN OWNERS ASSOCIATION FORMED FOR THE PROPERTY SUBJECT TO THIS PLAT; HOWEVER, SUCH TRACTS MAY ALTERNATIVELY BE CONVEYED TO JOHNSTOWN FARMS METROPOLITAN DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR OWNERSHIP AND MAINTENANCE.



VICINITY MAP
SCALE 1" = 1000'

CERTIFICATE OF DEDICATION CONTINUED

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE CENTER CORNER OF SECTION 9 AND THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), 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, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS AND TRACT A TO THE TOWN OF JOHNSTOWN, UNLESS OTHERWISE NOTED.

LAND SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS (241)	1,779,769	40.859	45.11
TRACTS (7)	1,490,356	34.212	37.78
ROW	674,836	15.492	17.11
TOTALS	3,944,961	90.563	100.00

OWNER SIGNATURE

OWNER: TF JOHNSTOWN FARMS L.P., A DELAWARE LIMITED PARTNERSHIP

BY: TF HOLDINGS GP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
CRAIG CAMPBELL, AUTHORIZED SIGNATORY

STATE OF COLORADO)
} SS.
COUNTY OF WELD)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY CRAIG CAMPBELL, AS AUTHORIZED SIGNATORY OF TF HOLDINGS GP, L.L.C., A DELAWARE LIMITED COMPANY, AS GENERAL PARTNER OF TF JOHNSTOWN FARMS L.P., A DELAWARE LIMITED PARTNERSHIP.

THIS ____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

DISTRICT ACCEPTANCE

THE UNDERSIGNED JOHNSTOWN FARMS METROPOLITAN DISTRICT HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

JOHNSTOWN FARMS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: _____

NAME: _____

TITLE: _____

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ ____, 20____ BY _____ AS _____ OF JOHNSTOWN FARMS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 20____ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

BY: _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY

GENERAL NOTES

1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.".
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTES.
3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-925448-CO, WITH AN EFFECTIVE DATE OF SEPTEMBER 13, 2018 AT 5:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
4. BASIS OF BEARING: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHWEST CORNER BY A NO.6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED " P.L.S. 23513" IN MONUMENT BOX AND AT THE SOUTH QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "P.L.S. 7242", ASSUMED TO BEAR SOUTH 89°11'03" EAST, A DISTANCE OF 2708.10 FEET.
5. FLOOD ZONE: BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) NO. 08069C1410F AN EFFECTIVE DATE OF DECEMBER 19, 2006, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS-ZONE "X". "ZONE X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD AREAS ZONE "A", "ZONE A" IS DEFINED AS "AREAS OF 100-YEAR FLOOD; NO BASE FLOOD ELEVATIONS DETERMINED."ALSO, BASED ON A GRAPHICAL REPRESENTATION OF THE PRELIMINARY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) NO. 08069C1410D WITH A PRELIMINARY DATE OF 3/8/2019, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD HAZARD AREAS" WITH BASE FLOOD ELEVATION (BFE) OR DEPTH "ZONE AE".

GENERAL NOTES CONTINUED

6. LOTS 1-2, BLOCK 1 WILL NOT BE ISSUED A BUILDING PERMIT UNTIL A LETTER OF MAP REVISION (LOMR) HAS BEEN ISSUED TO REMOVE SAID LOTS FROM THE REGULATORY 100 YEAR FLOODPLAIN.
7. PRIOR TO A SALES CONTRACT FOR ANY LOT, TRACT OR PARCEL WITHIN THIS SUBDIVISION IS EXECUTED, ALL BOUNDARIES OF SAID LOT, TRACT OR PARCEL MUST BE MONUMENTED IN ACCORDANCE WITH STATE STATUTES 12-25-24-38-51-105 OF THE COLORADO REVISED STATUTES.
8. THE PARCEL IMMEDIATELY EAST OF THIS PLAT IS DEVELOPED IN ACCORDANCE WITH USR-1142. AS A RECREATIONAL FACILITY FOR BIKING AND SKIING. USES INCLUDE A MOTORCYCLE COURSE. FUTURE HOME BUYERS SHOULD BE AWARE OF THE POTENTIAL FOR NOISE AND DUST CAUSED BY THIS USE
9. ADJACENT PROPERTIES TO THIS PLAT ARE USED FOR AGRICULTURAL PURPOSES, PLEASE SEE THE WELD COUNTY RIGHT TO FARM STATEMENT ON SHEET 2 OF THIS PLAT.
10. MAINTENANCE DEFINITION: MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING, INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.
11. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
12. LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING. IN ACCORDANCE WITH THE APPROVED GRADING AND 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 OF JOHNSTOWN. 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 OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
13. A RETAINING WALL EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO JOHNSTOWN FARMS METROPOLITAN DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OF ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF RETAINING WALLS.
14. EASEMENTS SHOWN HEREON ARE DEDICATED BY THIS PLAT UNLESS OTHERWISE NOTED.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS JOHNSTOWN FARMS FILING NO. 3, 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

SURVEYOR'S STATEMENT

I, SHAUN D. LEE, 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 MADE ON _____, 20___, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN.
I ATTEST THE ABOVE ON THIS _____DAY OF _____, 20____.

FOR REVIEW

SHAUN D. LEE, PLS NO 38158
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 8.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE OF LATEST REVISION 10-25-2019

STARWOOD LAND ADVISORS, LLC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 04018-07 Drawn By: R.B.A.

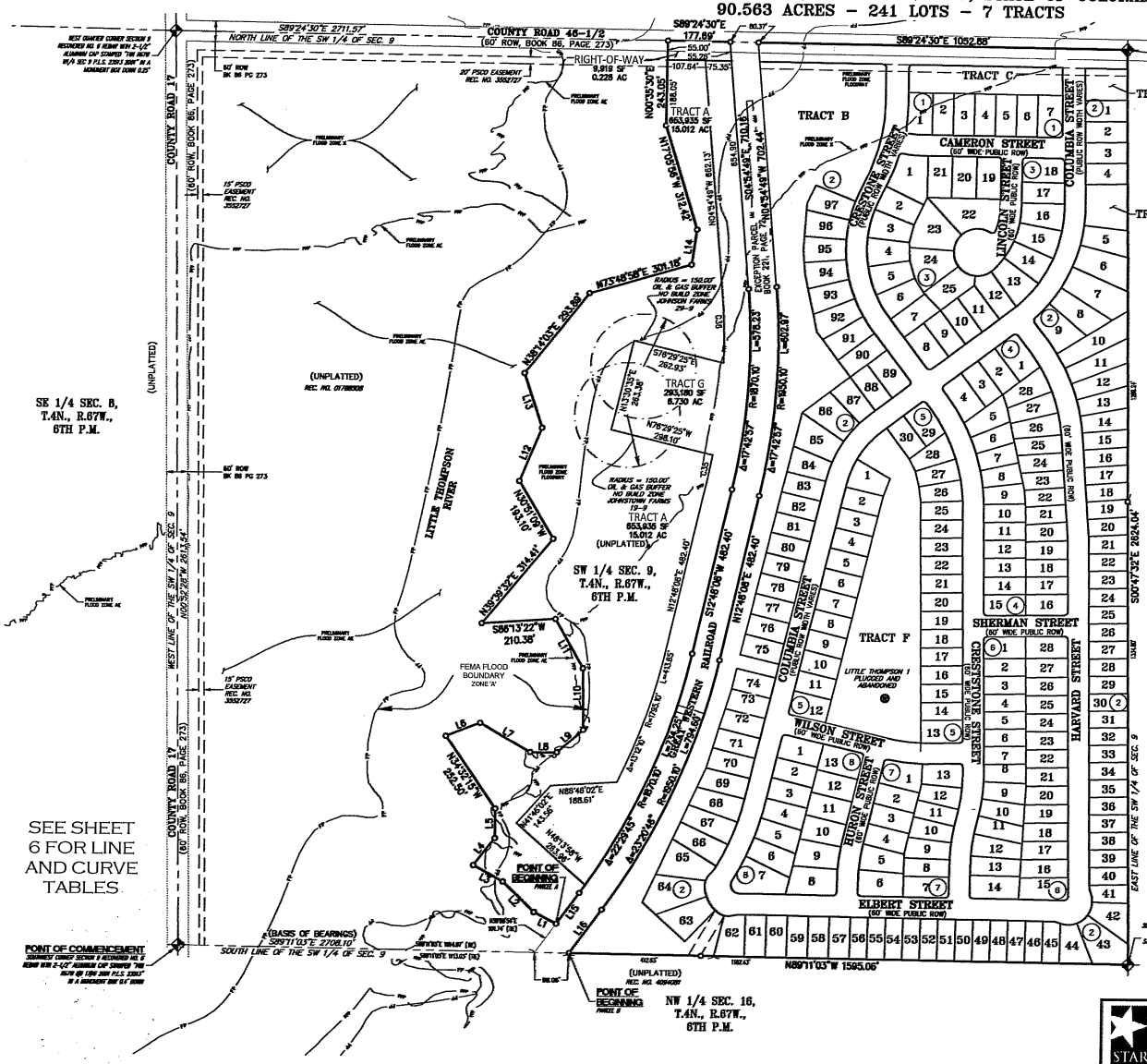
CLIENT
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

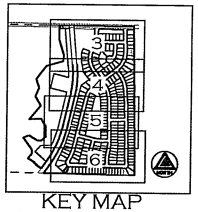
DATE OF PREPARATION	09-12-2018
SCALE	N/A
SHEET 1 OF 6	

4568151 Pages: 32 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County,

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS





WELD COUNTY'S RIGHT TO FARM STATEMENT

WELD COUNTY IS ONE OF THE MOST PRODUCTIVE AGRICULTURAL COUNTIES IN THE UNITED STATES, RANKING FIFTH IN TOTAL MARKET VALUE OF AGRICULTURAL PRODUCTS SOLD. THE RURAL AREAS OF WELD COUNTY MAY BE OPEN AND SPACIOUS, BUT THEY ARE INTENSIVELY USED FOR AGRICULTURE. PERSONS MOVING INTO A RURAL AREA MUST RECOGNIZE AND ACCEPT THERE ARE DRAWBACKS, INCLUDING CONFLICTS WITH LONGSTANDING AGRICULTURAL PRACTICES AND A LOWER LEVEL OF SERVICES THAN IN TOWN. ALONG WITH THE DRAWBACKS COME THE INCENTIVES WHICH ATTRACT URBAN DWELLERS TO RELOCATE TO RURAL AREAS: OPEN VIEWS, SPACIOUSNESS, WILDLIFE, LACK OF CITY NOISE AND CONGESTION, AND THE RURAL ATMOSPHERE AND WAY OF LIFE. WITHOUT NEIGHBORING FARMS, THOSE FEATURES WHICH ATTRACT URBAN DWELLERS TO RURAL WELD COUNTY WOULD QUICKLY BE GONE FOREVER.

AGRICULTURAL USERS OF THE LAND SHOULD NOT BE EXPECTED TO CHANGE THEIR LONG-ESTABLISHED AGRICULTURAL PRACTICES TO ACCOMMODATE THE INTRUSIONS OF URBAN USERS INTO A RURAL AREA. WELL RUN AGRICULTURAL ACTIVITIES WILL GENERATE OFF-SITE IMPACTS, INCLUDING NOISE FROM TRACTORS AND EQUIPMENT; SLOW-MOVING FARM VEHICLES ON RURAL ROADS; DUST FROM ANIMAL PENS, FIELD WORK, HARVEST AND GRAVEL ROADS; ODOR FROM ANIMAL CONFINEMENT, SILAGE AND MANURE; SMOKE FROM DITCH BURNING, FLIES AND MOSQUITOES; HUNTING AND TRAPPING ACTIVITIES; SHOOTING SPORTS, LEGAL HAZING OF NUISANCE WILDLIFE; AND THE USE OF PESTICIDES AND FERTILIZERS IN THE FIELDS, INCLUDING THE USE OF AERIAL SPRAYING. IT IS COMMON PRACTICE FOR AGRICULTURAL PRODUCERS TO UTILIZE AN ACCUMULATION OF AGRICULTURAL MACHINERY AND SUPPLIES TO ASSIST IN THEIR AGRICULTURAL OPERATIONS. A CONCENTRATION OF MISCELLANEOUS AGRICULTURAL MATERIALS OFTEN PRODUCES A VISUAL DISPARITY BETWEEN RURAL AND URBAN AREAS OF THE COUNTY. SECTION 35-3.5-102, C.R.S., PROVIDES THAT AN AGRICULTURAL OPERATION SHALL NOT BE FOUND TO BE A PUBLIC OR PRIVATE NUISANCE IF THE AGRICULTURAL OPERATION ALLEGED TO BE A NUISANCE EMPLOYS METHODS OR PRACTICES THAT ARE COMMONLY OR REASONABLY ASSOCIATED WITH AGRICULTURAL PRODUCTION.

WATER HAS BEEN AND CONTINUES TO BE THE LIFELINE FOR THE AGRICULTURAL COMMUNITY. IT IS UNREALISTIC TO ASSUME THAT DITCHES AND RESERVOIRS MAY SIMPLY BE MOVED "OUT OF THE WAY" OF RESIDENTIAL DEVELOPMENT. WHEN MOVING TO THE COUNTY, PROPERTY OWNERS AND RESIDENTS MUST REALIZE THEY CANNOT TAKE WATER FROM IRRIGATION DITCHES, LAKES OR OTHER STRUCTURES UNLESS THEY HAVE AN ADJUDICATED RIGHT TO THE WATER.

WELD COUNTY COVERS A LAND AREA OF APPROXIMATELY FOUR THOUSAND (4,000) SQUARE MILES IN SIZE (TWICE THE SIZE OF THE STATE OF DELAWARE) WITH MORE THAN THREE THOUSAND SEVEN HUNDRED (3,700) MILES OF STATE AND COUNTY ROADS OUTSIDE OF MUNICIPALITIES. THE SHEER MAGNITUDE OF THE AREA TO BE SERVED STRETCHES AVAILABLE RESOURCES. LAW ENFORCEMENT IS BASED ON RESPONSES TO COMPLAINTS MORE THAN ON PATROLS OF THE COUNTY, AND THE DISTANCES WHICH MUST BE TRAVELED MAY DELAY ALL EMERGENCY RESPONSES, INCLUDING LAW ENFORCEMENT, AMBULANCE AND FIRE. FIRE PROTECTION IS USUALLY PROVIDED BY VOLUNTEERS WHO MUST LEAVE THEIR JOBS AND FAMILIES TO RESPOND TO EMERGENCIES. COUNTY GRAVEL ROADS, NO MATTER HOW OFTEN THEY ARE BLADED, WILL NOT PROVIDE THE SAME KIND OF SURFACE EXPECTED FROM A PAVED ROAD. SNOW REMOVAL PRIORITIES MEAN THAT ROADS FROM SUBDIVISIONS TO ARTERIALS MAY NOT BE CLEARED FOR SEVERAL DAYS AFTER A MAJOR SNOWSTORM. SNOW REMOVAL FOR ROADS WITHIN SUBDIVISIONS ARE OF THE LOWEST PRIORITY FOR PUBLIC WORKS OR MAY BE THE PRIVATE RESPONSIBILITY OF THE HOMEOWNERS. SERVICES IN RURAL AREAS, IN MANY CASES, WILL NOT BE EQUIVALENT TO MUNICIPAL SERVICES. RURAL DWELLERS MUST, BY NECESSITY, BE MORE SELF-SUFFICIENT THAN URBAN DWELLERS.

PEOPLE ARE EXPOSED TO DIFFERENT HAZARDS IN THE COUNTY THAN IN AN URBAN OR SUBURBAN SETTING. FARM EQUIPMENT AND OIL FIELD EQUIPMENT, PONDS AND IRRIGATION DITCHES, ELECTRICAL POWER FOR PUMPS AND CENTER PIVOT OPERATIONS, HIGH SPEED TRAFFIC, SAND BURS, PUNCTURE VINES, TERRITORIAL FARM DOGS AND LIVESTOCK AND OPEN BURNING PRESENT REAL THREATS. CONTROLLING CHILDREN'S ACTIVITIES IS IMPORTANT, NOT ONLY FOR THEIR SAFETY, BUT ALSO FOR THE PROTECTION OF THE FARMER'S LIVELIHOOD. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. (WELD COUNTY CODE ORDINANCE 2006-2)

LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- (##) BLOCK NUMBER
- OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- = FLOODPLAIN 08069C1410F
- = PRELIMINARY FLOODPLAIN 08069C1410G

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

N

SCALE: 1" = 100'

STARWOOD LAND ADVISORS, LLC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 9428-37 Drawn By: R.B.A.

CLIENT
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

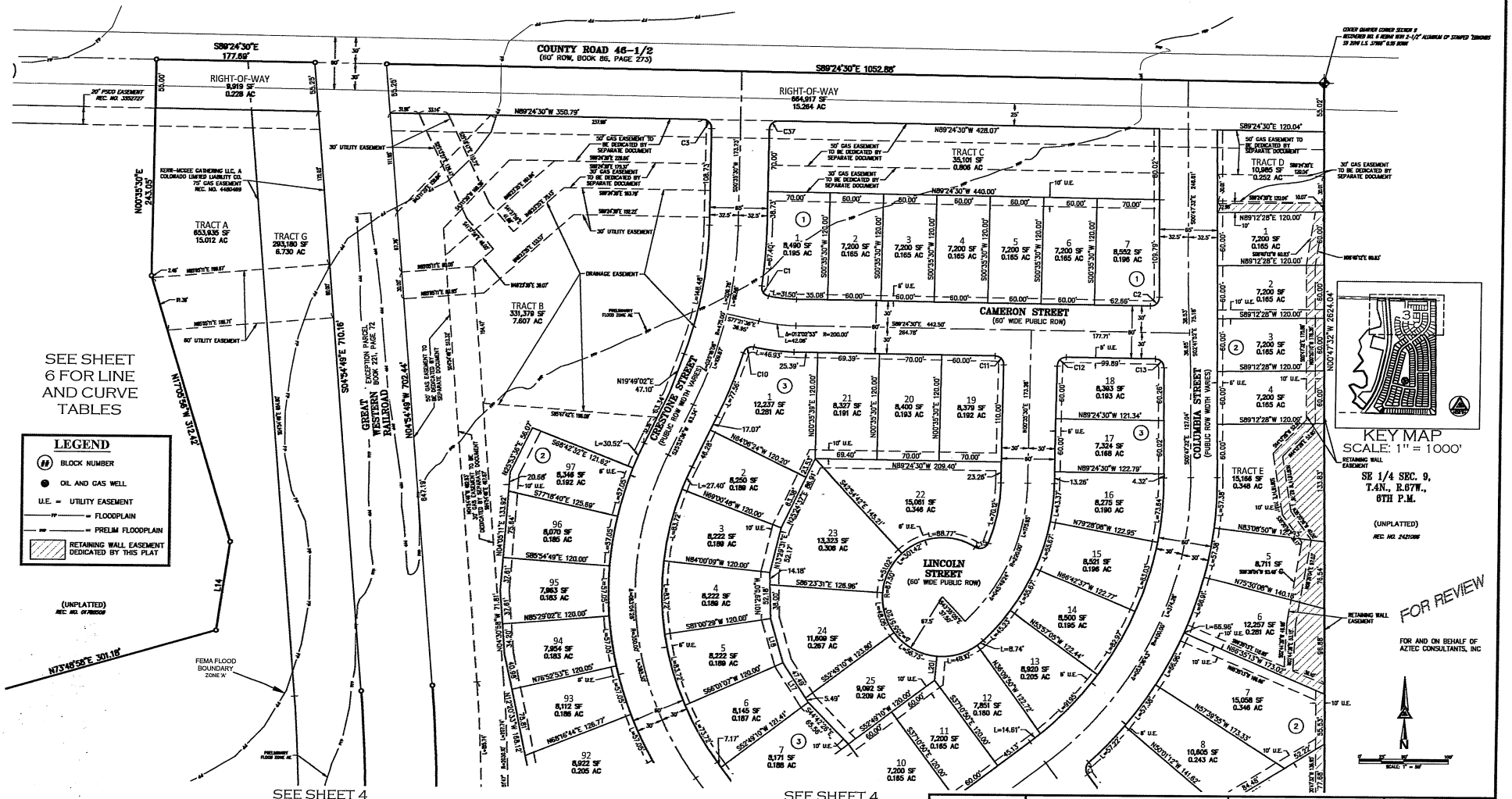
DATE OF PREPARATION	09-12-2018
SCALE	1" = 100'
SHEET 2 OF 6	

Town of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80534

4568151 Pages: 33 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS



STARWOOD LAND ADVISORS, LLC

AZTEC CONSULTANTS, INC.
309 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 5488-37 Drawn By: R.B.A.

CLIENT
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2019
SCALE:	1" = 80'
SHEET 3 OF 6	

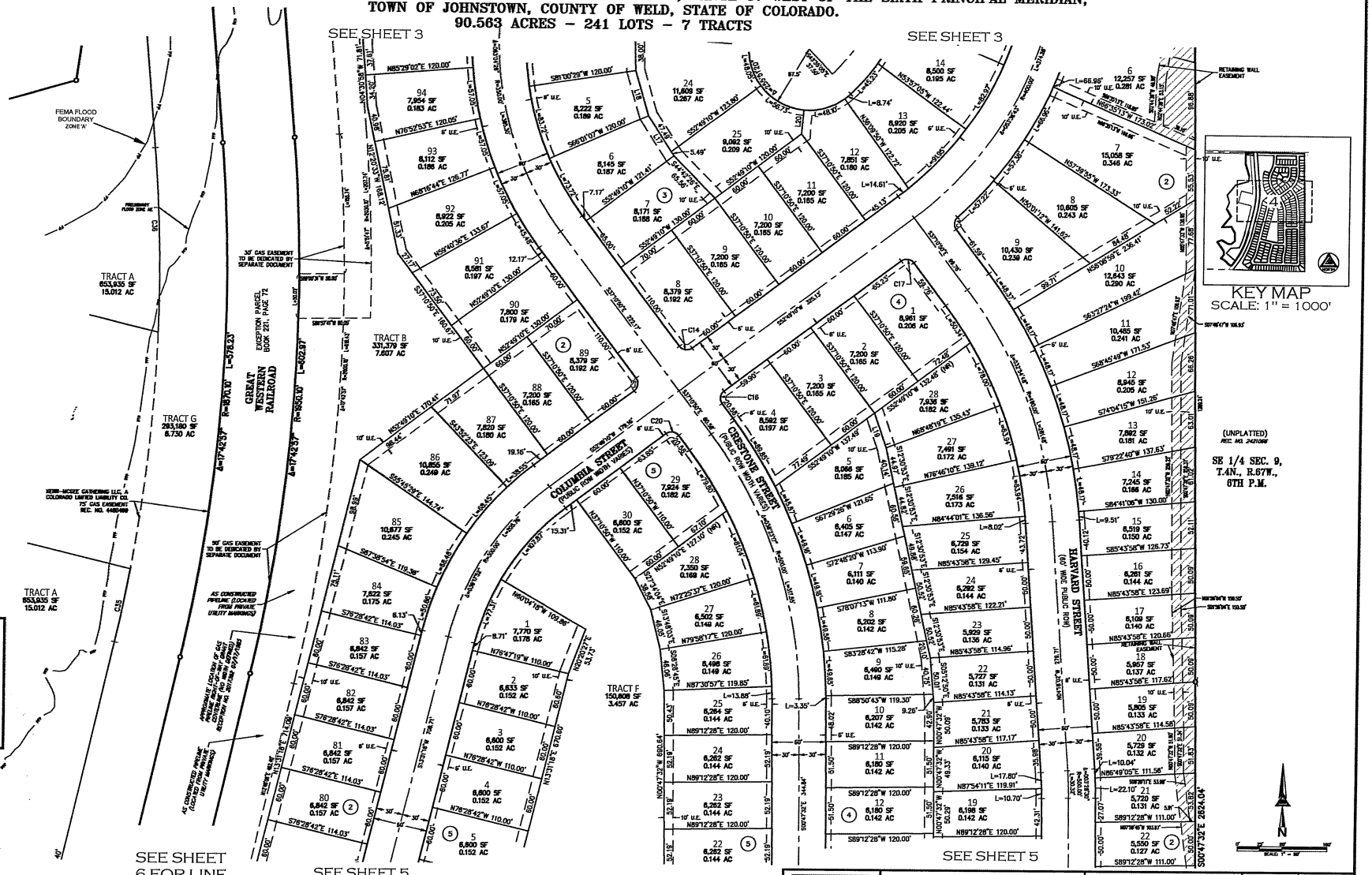
Town of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80534

4568151 Pages: 34 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County,

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

90.563 ACRES – 241 LOTS – 7 TRACTS



STARWOOD LAND ADVISORS, LLC

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300 East Mineral Ave., Suite 1
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AzTec Proj. No.: 04018-07 Drawn By: R.B.A.

CLIENT
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

DATE OF PREPARATION:	09-12-2018
SCALE:	1" = 80'
SHEET 4 OF 6	

Town of Johnstown
450 . Parish Ave
P.O. Box 609
Johnstown, CO 80534

4568151 Pages: 35 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
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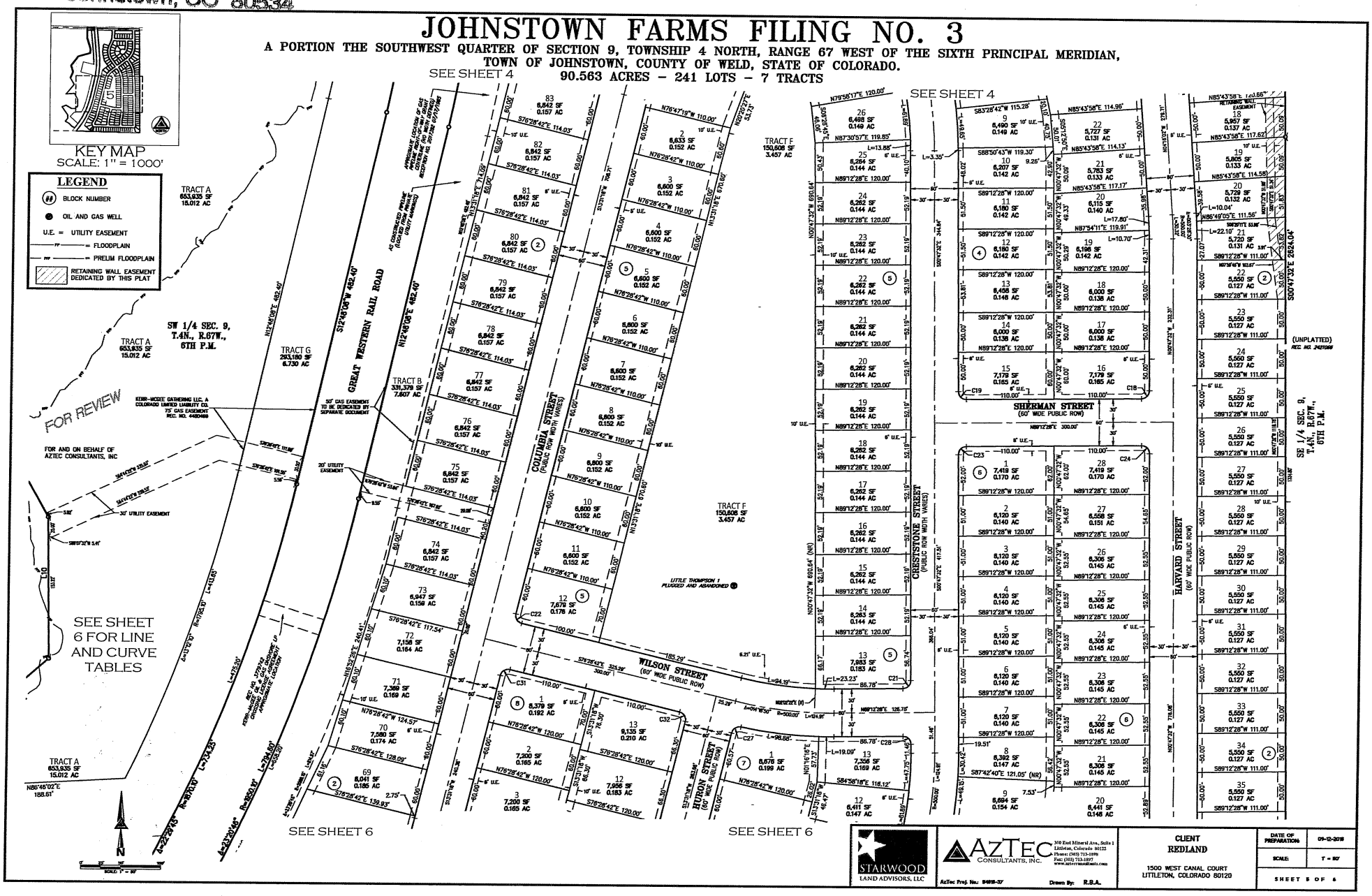

Town of Johnstown
450 S Parish Ave
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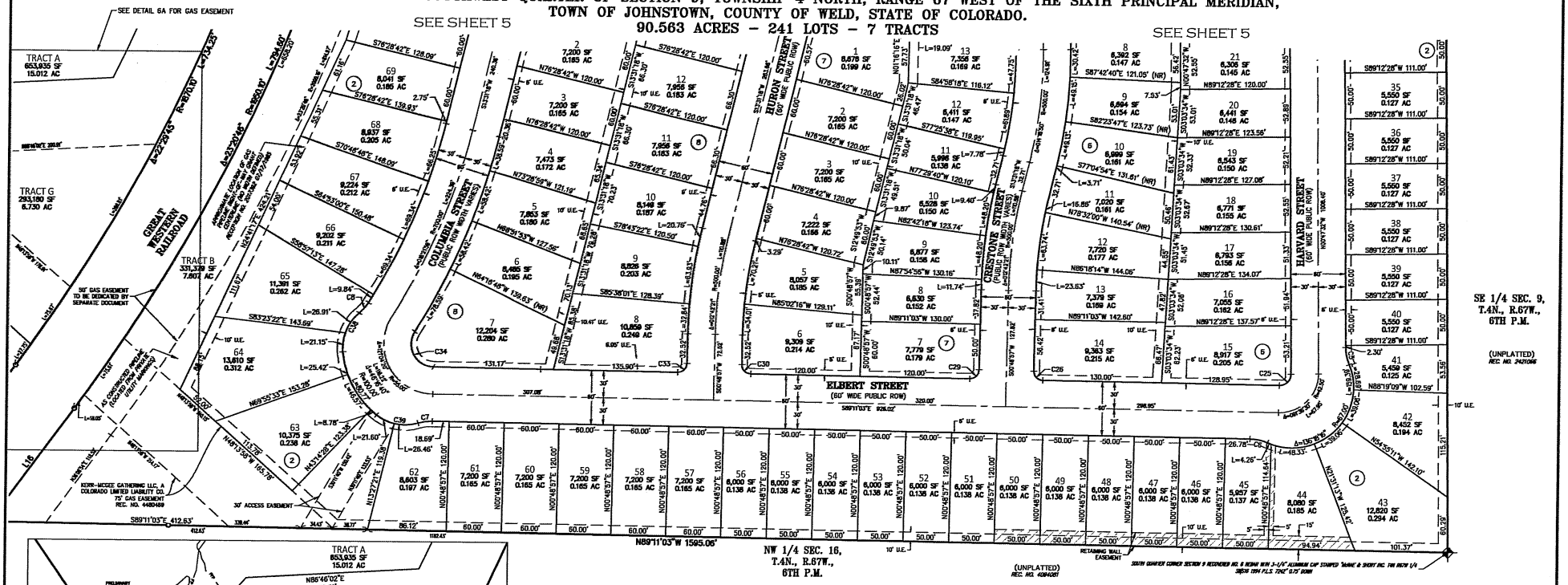
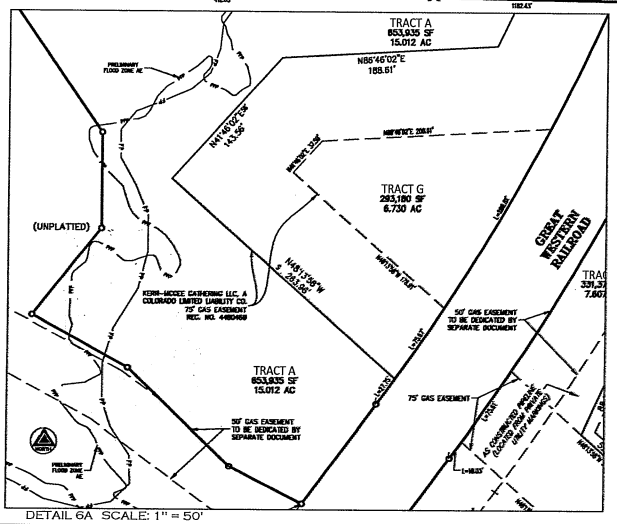
4568151 Pages: 36 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, C

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS

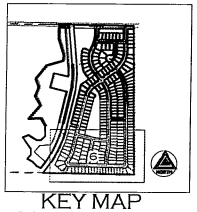




DETAIL 6A SCALE: 1" = 50'

LEGEND

- (##) BLOCK NUMBER
- OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FF = FLOODPLAIN
- FF = PRELIM FLOODPLAIN
- RETAINING WALL EASEMENT DEDICATED BY THIS PLAT



KEY MAP
SCALE: 1" = 1000'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°58'25"W	71.98'
L2	N46°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N68°44'13"E	104.57'
L7	S59°40'57"E	166.01'
L8	N90°00'00"E	75.86'
L9	N48°25'30"E	98.93'
L10	N00°51'35"W	178.22'
L11	N29°49'13"W	160.73'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N22°16'35"E	164.82'
L13	N18°23'04"W	183.95'
L14	N08°16'54"E	101.30'
L15	S36°08'54"W	108.94'
L16	N36°08'54"E	153.97'
L17	N32°59'24"W	47.49'
L18	N18°29'12"W	52.17'
L19	N19°08'53"W	41.17'
L20	N04°39'56"E	27.11'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	86°59'32"	10.00'	15.18'
C2	91°23'03"	10.00'	15.95'
C3	89°59'57"	10.00'	15.71'
C4	84°47'03"	10.00'	14.80'
C5	22°03'33"	50.00'	19.25'
C6	22°38'13"	50.00'	19.75'
C7	17°40'41"	50.00'	15.43'
C8	17°40'41"	50.00'	15.43'
C9	90°00'00"	10.00'	15.71'
C10	83°14'37"	10.19'	14.80'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C11	90°00'00"	10.00'	15.71'
C12	90°00'00"	10.00'	15.71'
C13	88°36'57"	10.00'	15.47'
C14	90°00'00"	10.00'	15.71'
C15	100°31'58"	10.00'	17.55'
C16	90°00'00"	10.00'	15.71'
C17	90°00'02"	10.00'	15.71'
C18	90°00'00"	10.00'	15.71'
C19	90°00'00"	10.00'	15.71'
C20	90°00'00"	10.00'	15.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C21	90°00'00"	10.00'	15.71'
C22	90°00'00"	10.00'	15.71'
C23	90°00'00"	10.00'	15.71'
C24	90°00'00"	10.00'	15.71'
C25	91°36'30"	12.50'	19.99'
C26	90°00'00"	10.00'	15.71'
C27	88°26'21"	10.00'	15.44'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	90°00'00"	10.00'	15.71'
C32	90°00'00"	10.00'	15.71'
C33	90°00'00"	10.00'	15.71'
C34	121°04'20"	25.00'	52.83'
C35	2°39'20"	1795.10'	83.20'
C36	6°34'17"	1795.10'	205.89'
C38	55°04'31"	50.00'	48.06'
C39	55°04'31"	50.00'	48.06'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

N
SCALE: 1" = 50'

STARWOOD LAND ADVISORS, LLC

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AzTec Proj. No.: 94018-37
Drawn By: R.B.A.

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REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

DATE OF PREPARATION	09-12-2019
SCALE	1" = 50'
SHEET 6 OF 6	

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(FOLLOWS THIS PAGE)

4568151 Pages: 38 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-26

APPROVING THE FINAL DEVELOPMENT PLAN AND FINAL PLAT FOR JOHNSTOWN FARMS FILING NO. 3 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 90.563 ACRES.

WHEREAS, TF Johnstown Farms, LP, a Delaware limited partnership, the property owner ("Owner"), submitted an application to the Town of Johnstown ("Town") for approval of a Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, located in the Southwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 90.563 acres; and

WHEREAS, on January 30, 2019, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 with conditions; and

WHEREAS, on November 18, 2019, the Town Council held a public hearing concerning approval of the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that:

1. The Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and

2. The Final Plat for Johnstown Farms Filing No. 3 conforms substantially with the approved Preliminary Plat; and

WHEREAS, based on the foregoing, Town Council desires to approve the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

Section 1. Final Development Plan Approval: The Final Development Plan for Johnstown Farms Filing No. 3, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Plat Approval: The Final Plat for Johnstown Farms Filing No. 3, located in the Southwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 90.563 acres, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 are approved subject to the following conditions:

1. Any unresolved comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District shall be addressed prior to construction of any improvements; and
2. The Town and the Owner shall execute a Water and Sewer Service Agreement and a Subdivision Development and Improvement Agreement prior to recordation of the Final Plat.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Johnstown Farms Filing No. 3 and record the Final Plat as provided herein at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 2nd day of December, 2019.

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Inverted Siphon**. Developer shall construct a temporary inverted siphon per the approved construction plans for the sanitary sewer outfall serving the Development. Developer shall also install the gravity sanitary sewer main with the Phase 1 Improvements under the Little Thompson River per the approved construction plans. The inverted siphon shall be operated and maintained by the District and shall remain in service until the Town's future regional lift station is constructed or other means for accepting the flows from the Development is constructed by the Town or others. The District shall abandon the inverted siphon in place after flushing and removal of all sewerage and flow filling the abandoned section once the Town's regional outfall is constructed and the flows are transferred to the gravity sanitary sewer main. The District shall be required to monitor and maintain the inverted siphon until a minimum velocity of three feet per second can be achieved or the Town's regional improvements are operational and can be connected to, whichever occurs first; upon and after the occurrence of such event, the Town shall be required to monitor and maintain the inverted siphon. The Town shall continue to be responsible for all operation and maintenance of the Lift Station. The inverted siphon improvements referenced herein shall be completed, with Initial Acceptance provided by the Town, prior to the issuance of any building permits for the Development.

2. **Regional Sewer Improvements.** When appropriate, the Town requires developers to install collection mains or lift station improvements larger than needed to adequately serve the development in order to serve offsite properties and the Town would either reimburse the developer for the costs or provide a reimbursement agreement to the developer to recover such costs from future development. In lieu of this requirement, and because regional improvements are needed, the Town will be constructing regional improvements to the sewer system, including, but not limited to, improvements to the regional lift station located at or near the Johnstown Farms development and/or improvements involving other means for accepting the sewer flows from the Development ("Regional Improvements"). Developer shall pay the Town cash-in-lieu for a portion of the costs of the Regional Improvements in an amount equal to $9,500 per single family home within the Development (the "Regional Improvements Fee"). The Town acknowledges and agrees that the Town intends to adopt and impose a generally applicable Regional Improvements Fee, in an amount to be determined by the Town, on all other future development of property located within the same sanitary sewer basin as the Property (the "Fee Ordinance"). The Town hereby agrees that Developer's payment of the Regional Improvements Fee shall fully satisfy Developer's obligations relating to the Regional Improvements and the Town hereby waives the Fee Ordinance with respect to the Property. Unless otherwise agreed by the Town Manager in writing, each Regional Improvements Fee shall be paid at the time of building permit issuance for the applicable single family home.

3. **Railroad Crossing for Weld County Road 46 ½**. Developer shall pay the Town cash-in-lieu in the amount of $150,000.00 for the Town to construct future improvements to the existing railroad crossing of Weld County Road 46 ½ (the "Crossing Fee"). The Town hereby

agrees that Developer's payment of the Crossing Fee shall fully satisfy Developer's obligations relating to such railroad crossing. Unless otherwise agreed by the Town Manager in writing, the Crossing Fee shall be paid prior to the issuance of any building permits for the Development.

5. **Weld County Road 46 ½ Road Section**. Developer shall make improvements to Weld County Road 46 ½ pursuant to the approved Civil Engineering Construction Plans. Developer shall have no obligation or liability with respect to the construction of improvements to the Weld County Road 46 ½ bridge adjacent to the Property, and in lieu of such construction, shall pay the Town cash-in-lieu in the amount of $275,000 for the Town to construct such future Weld County Road 46 ½ bridge improvements adjacent to the Property (the "Bridge Fee"). The Town hereby agrees that Developer's payment of the Bridge Fee shall fully satisfy Developer's and the Subject Property's (defined below) obligations relating to improvements to such bridge. Unless otherwise agreed by the Town Manager in writing, the Bridge Fee shall be paid prior to the Town's Initial Acceptance of the Public Improvements.

6. **Electric Utility Weld County Road 46 ½.** As part of the Public Improvements, Developer shall underground the electric utility on the south side of Weld County Road 46 ½ adjacent to the Property.

7. **Regional Sidewalk Connectivity.** Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct, in accordance with the approved Civil Engineering Construction Plans, a continuous sidewalk along the southern one-half of the Weld County Road 46 ½ adjacent to the Property, which includes Tract A of the Property, as part of the Public Improvements. The Town, at its sole expense, shall promptly repair any damage to such sidewalk resulting from the Town's Weld County Road 46 ½ roadway and bridge construction.

8. **Subject Property.** For purposes of Paragraph 5 of this Exhibit B-3, the Subject Property shall mean and include the following real property:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PARCEL RECORDED IN BOOK 221 AT PAGE 72; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9, BEARS SOUTH 89°24'30" EAST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°24'30" EAST, A DISTANCE OF 1,578.31 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,870.10 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET;

3. TANGENT TO SAID CURVE, SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,870.10 FEET;

4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET;

5. TANGENT TO SAID CURVE SOUTH 36°08'54" WEST, A DISTANCE OF 210.68 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1014.97 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 00°52'28" WEST, A DISTANCE OF 2613.54 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,886,785 SQUARE FEET OR 89.228 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL B:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9, BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;

3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;

4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;

5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,987,927 SQUARE FEET OR 68.593 ACRES, MORE OR LESS.

PARCELS A AND B CONTAINING A TOTAL AREA OF 6,874,712 SQUARE FEET OR 157.821 ACRES, MORE OR LESS.

9. **Two Rivers Racing MX – Leahy Family Farm.** Because homeowners in the Development may be impacted by noise from the neighboring motocross track, Two Rivers Racing, located at 22437 Weld County Road 19, Milliken Weld County, CO 80543, the Developer agrees to negotiate in good faith with owner of the property, Leahy Family Farm, LLC, a Colorado limited liability company, with respect to the installation of noise mitigation measures on the motocross track property to minimize the impacts of the motocross track use on the homeowners, which noise mitigation may include the construction of berms. The Developer further agrees to record a written notice to run with the Property, in substantially the same form that is attached to the Agreement as **Exhibit F**, in order to endeavor to ensure that buyers are aware of the presence of the motocross track when they purchase a home.

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02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS

(FOLLOWS THIS PAGE)

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 1 - 60' Lots

Opinion of Probable Cost Estimate

October 22, 2019

JN: 18012.02

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	572	LF	$65.00	$16,737	$20,456	$37,193
24" RCP (0-8' depth)	747	LF	$85.00	$28,577	$34,927	$63,504
30" RCP (0-8' depth)	54	LF	$105.00	$2,570	$3,142	$5,712
36" RCP (0-8' depth)	739	LF	$125.00	$41,569	$50,806	$92,375
48" RCP (0-8' depth)	289	LF	$175.00	$22,735	$27,787	$50,523
38X24" HERCP (0-8' depth)	216	LF	$120.00	$11,680	$14,276	$25,956
4' Dia. Manhole	3	EA	$3,750.00	$5,063	$6,188	$11,250
5' Dia. Manhole	9	EA	$5,000.00	$20,250	$24,750	$45,000
Box Base Manhole	2	EA	$18,000.00	$16,200	$19,800	$36,000
5' Type 'R' Inlet	1	EA	$6,000.00	$2,700	$3,300	$6,000
10' Type 'R' Inlet	5	EA	$8,500.00	$19,125	$23,375	$42,500
20' Type 'R' Inlet	2	EA	$18,000.00	$16,200	$19,800	$36,000
48" Flared End Section	1	EA	$4,000.00	$1,800	$2,200	$4,000
Type 'C' Inlet	2	EA	$4,500.00	$4,050	$4,950	$9,000
Pond Outlet Structure	25.8	CY	$950.00	$11,030	$13,481	$24,510
Type 'L' Rip Rap	298	CY	$85.00	$11,399	$13,932	$25,330
Type 'M' Rip Rap	58.1	CY	$105.00	$2,748	$3,358	$6,106
Spillway Crest	8.5	CY	$950.00	$3,634	$4,441	$8,075
Gravel Service Access Road (6" Thick)	121	SY	$7.00	$383	$468	$850
100 Year Overflow Box	1	EA	$25,000.00	$11,250	$13,750	$25,000
Forebay A1	15	CY	$950.00	$6,455	$7,890	$14,345
Forebay A2	4.2	CY	$950.00	$1,796	$2,195	$3,990
Rectangular Trickle Channel	132	LF	$40.00	$2,376	$2,904	$5,280
V Trickle Channel	91.0	LF	$20.00	$819	$1,001	$1,820
			Storm Sewer Subtotal	**$261,143**	**$319,175**	**$580,319**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	2	EA	$3,000.00	$2,700	$3,300	$6,000
Fire Hydrant Assembly	8	EA	$6,750.00	$24,300	$29,700	$54,000
6" CL200 DR 14	218	LF	$36.00	$3,532	$4,316	$7,848
8" CL200 DR 14	5,302	LF	$39.00	$93,050	$113,728	$206,778
10" CL200 DR 14	2,577	LF	$46.00	$53,344	$65,198	$118,542
12" CL200 DR 14	40	LF	$53.00	$954	$1,166	$2,120
8" - 11 ¼° Bend w/ Kick Block	15	EA	$550.00	$3,713	$4,538	$8,250
8" - 22 ½° Bend w/ Kick Block	1	EA	$550.00	$248	$303	$550
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
10" - 45° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 11° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 22° Bend w/ Kick Block	1	EA	$650.00	$293	$358	$650
10" - 45° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 90° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10"x8" Reducer	2	EA	$650.00	$585	$715	$1,300
8" Cross Fitting	1	EA	$750.00	$338	$413	$750

Redland
WHERE GREAT PLACES BEGIN

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8" x 8" Tee Fitting	1	EA	$750.00	$338	$413	$750
8" x 6" Tee Fitting	5	EA	$650.00	$1,463	$1,788	$3,250
10"x6" Tee Structure	3	EA	$800.00	$1,080	$1,320	$2,400
12"x8" Tee Structure	1	EA	$950.00	$428	$523	$950
8" Gate Valve	24	EA	$1,850.00	$19,980	$24,420	$44,400
10" Gate Valve	12	EA	$2,500.00	$13,500	$16,500	$30,000
12" Gate Valve	2	EA	$3,250.00	$2,925	$3,575	$6,500
10" Plug w/ Kick Block	1	EA	$850.00	$383	$468	$850
3/4" Water Service w/ Meter Pit	53	EA	$1,900.00	$45,315	$55,385	$100,700
Pressure Testing	8,137	LF	$0.80	$2,929	$3,580	$6,510
2" Irrigation Tap & Vault	1	EA	$7,500.00	$3,375	$4,125	$7,500
Water Bore & Casing	430	LF	$350.00	$67,725	$82,775	$150,500
Water Lowering	2	EA	$3,500.00	$3,150	$3,850	$7,000
20" Ductile Iron Pipe	180	LF	$250.00	$20,250	$24,750	$45,000
Foam Insulation	9	EA	$500.00	$2,025	$2,475	$4,500
			Water Subtotal	**$369,899**	**$452,099**	**$821,998**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	COST
Connect to Existing Main	1	EA	$2,000.00	$900	$1,100	$2,000
8" SDR-35 PVC (0-15' depth)	4,420	LF	$36.00	$71,604	$87,516	$159,120
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	$40.00	$13,428	$16,412	$29,840
4' Dia. Manhole (0-12' Depth)	8	EA	$3,500.00	$12,600	$15,400	$28,000
4' Dia. Manhole (12-16' Depth)	26	EA	$7,500.00	$87,750	$107,250	$195,000
4' Dia. Manhole (16-20' Depth)	1	EA	$10,000.00	$4,500	$5,500	$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	$12,000.00	$5,400	$6,600	$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	$10,000.00	$4,500	$5,500	$10,000
6' Dia. Manhole (12-16' Depth)	0	EA	$14,000.00	$0	$0	$0
4" Service w/ wye, cap, bend	86	EA	$1,400.00	$54,180	$66,220	$120,400
Inverted Siphon Pipe & Casings	219	LF	$350.00	$34,414	$42,061	$76,475
60" x 60" CDOT Box Base MH	2	EA	$15,000.00	$13,500	$16,500	$30,000
4" PVC - Inverted Siphon	109	LF	$35.00	$1,721	$2,103	$3,824
6" PVC - Inverted Siphon	109	LF	$45.00	$2,212	$2,704	$4,916
27" PVC	10	LF	$200.00	$900	$1,100	$2,000
Sanitary Encasement	1	EA	$1,500.00	$675	$825	$1,500
			Sanitary Sewer Subtotal	**$307,609**	**$375,966**	**$683,575**

Redland
WHERE GREAT PLACES BEGIN

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Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	5,502	LF	$32.00	$79,232	$96,839	$176,070
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,585	SY	$2.50	$5,158	$6,305	$11,463
Vertical 6" Curb & Gutter	1,640	LF	$18.00	$13,285	$16,237	$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	$2.50	$308	$376	$683
Asphalt (Full depth - 6" section)	61,052	SY-IN	$4.00	$109,894	$134,315	$244,208
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	$4.00	$58,099	$71,010	$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	$7.00	$16,945	$20,711	$37,657
Subgrade Prep - Asphalt	10,175	SY	$2.50	$11,447	$13,991	$25,438
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	$2.50	$6,052	$7,397	$13,449
6' Concrete Crosspan	4	EA	$3,500.00	$6,300	$7,700	$14,000
Subgrade Prep for Crosspans	6	EA	$400.00	$1,080	$1,320	$2,400
10' Concrete Crosspan	2	EA	$4,500.00	$4,050	$4,950	$9,000
4' Concrete Walk (6" thick)	848	SF	$5.25	$2,003	$2,448	$4,452
10' Concrete Walk (6" thick)	10,010	SF	$5.25	$23,648	$28,903	$52,551
Subgrade Prep - Concrete Walk	10,858	SF	$2.00	$9,772	$11,943	$21,715
Handicap Ramp	17	EA	$1,250.00	$9,563	$11,688	$21,250
Handicap Ramp (Mid Block)	4	EA	$1,250.00	$2,250	$2,750	$5,000
Signage	18	EA	$650.00	$5,265	$6,435	$11,700
Street Light (Local)	7	EA	$4,000.00	$12,600	$15,400	$28,000
Street Light (Collector)	2	EA	$7,500.00	$6,750	$8,250	$15,000
Final Adjust Manholes (12" or less)	48	EA	$550.00	$11,880	$14,520	$26,400
Final Adjust Valve Boxes	35	EA	$275.00	$4,331	$5,294	$9,625
Striping	1	LS	$15,000.00	$6,750	$8,250	$15,000
Type VII Barricade	44	LF	$250.00	$4,960	$6,063	$11,023
			Street Subtotal	**$411,622**	**$503,094**	**$914,715**
			Total Cost	**$1,350,273**	**$1,650,333**	**$3,000,607**

Notes:
The above costs and quantities are approximate for estimating purposes.

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

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Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	4	EA	$6,750.00	$12,150	$14,850	$27,000
6" CL200 DR 14	96	LF	$36.00	$1,555	$1,901	$3,456
8" CL200 DR 14	1,412	LF	$39.00	$24,781	$30,287	$55,068
8" - 11 ¼° Bend w/ Kick Block	5	EA	$550.00	$1,238	$1,513	$2,750
8" x 8" Tee Fitting	2	EA	$750.00	$675	$825	$1,500
8" x 6" Tee Fitting	4	EA	$650.00	$1,170	$1,430	$2,600
8" Gate Valve	10	EA	$1,850.00	$8,325	$10,175	$18,500
3/4" Water Service w/ Meter Pit	51	EA	$1,900.00	$43,605	$53,295	$96,900
Pressure Testing	1,508	LF	$0.80	$543	$664	$1,206
2" Irrigation Tap & Vault	1	EA	$7,500.00	$3,375	$4,125	$7,500
			Water Subtotal	**$97,416**	**$119,064**	**$216,480**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	1,378	LF	$36.00	$22,324	$27,284	$49,608
4' Dia. Manhole (0-12' Depth)	8	EA	$3,500.00	$12,600	$15,400	$28,000
4" Service w/ wye, cap, bend	49	EA	$1,400.00	$30,870	$37,730	$68,600
			Sanitary Sewer Subtotal	**$65,794**	**$80,414**	**$146,208**

Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	3,321	LF	$32.00	$47,823	$58,450	$106,274
Subgrade Prep (Mountable Curb, Gutter, Walk)	2,768	SY	$2.50	$3,113	$3,805	$6,919
Subgrade Prep for Outfall Curb & Gutter	1	SY	$2.50	$1	$1	$3
Asphalt (Full depth - 6" section)	36,433	SY-IN	$4.00	$65,579	$80,153	$145,732
Subgrade Prep - Asphalt	6,072	SY	$2.50	$6,831	$8,349	$15,180
6' Concrete Crosspan	1	EA	$3,500.00	$1,575	$1,925	$3,500
Subgrade Prep for Crosspans	1	EA	$400.00	$180	$220	$400
Handicap Ramp	4	EA	$1,250.00	$2,250	$2,750	$5,000
Handicap Ramp (Mid Block)	2	EA	$1,250.00	$1,125	$1,375	$2,500
Signage	2	EA	$650.00	$585	$715	$1,300
Street Light (Local)	2	EA	$4,000.00	$3,600	$4,400	$8,000
Final Adjust Manholes (12" or less)	9	EA	$550.00	$2,228	$2,723	$4,950
Final Adjust Valve Boxes	21	EA	$275.00	$2,599	$3,176	$5,775
			Street Subtotal	**$137,490**	**$168,043**	**$305,533**
			Total Cost	**$300,699**	**$367,521**	**$668,221**

Notes:

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WHERE GREAT PLACES BEGIN

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Public Improvements - Phase 2 - 60' Lots

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Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	167	LF	$65.00	$4,894	$5,981	$10,875
24" RCP (0-8' depth)	53	LF	$85.00	$2,035	$2,487	$4,522
30" RCP (0-8' depth)	41	LF	$105.00	$1,945	$2,378	$4,323
36" RCP (0-8' depth)	994	LF	$125.00	$55,884	$68,303	$124,188
45x29" HERCP (0-8' depth)	101	LF	$180.00	$8,157	$9,969	$18,126
4' Dia. Manhole	2	EA	$3,750.00	$3,375	$4,125	$7,500
5' Dia. Manhole	6	EA	$5,000.00	$13,500	$16,500	$30,000
6' Dia. Manhole	1	EA	$7,000.00	$3,150	$3,850	$7,000
Box Base Manhole	1	EA	$18,000.00	$8,100	$9,900	$18,000
5' Type 'R' Inlet	1	EA	$6,000.00	$2,700	$3,300	$6,000
10' Type 'R' Inlet	1	EA	$8,500.00	$3,825	$4,675	$8,500
15' Type 'R' Inlet	2	EA	$12,500.00	$11,250	$13,750	$25,000
20' Type 'R' Inlet	1	EA	$18,000.00	$8,100	$9,900	$18,000
Type 'C' Inlet	1	EA	$4,500.00	$2,025	$2,475	$4,500
			Storm Sewer Subtotal	**$128,940**	**$157,593**	**$286,534**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	3	EA	$6,750.00	$9,113	$11,138	$20,250
6" CL200 DR 14	57	LF	$36.00	$923	$1,129	$2,052
8" CL200 DR 14	2,059	LF	$39.00	$36,135	$44,166	$80,301
8" - 11 ¼° Bend w/ Kick Block	7	EA	$550.00	$1,733	$2,118	$3,850
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" x 8" Tee Fitting	4	EA	$750.00	$1,350	$1,650	$3,000
8" x 6" Tee Fitting	3	EA	$650.00	$878	$1,073	$1,950
8" Gate Valve	7	EA	$1,850.00	$5,828	$7,123	$12,950
3/4" Water Service w/ Meter Pit	66	EA	$1,900.00	$56,430	$68,970	$125,400
Pressure Testing	2,116	LF	$0.80	$762	$931	$1,693
Foam Insulation	3	EA	$500.00	$675	$825	$1,500
			Water Subtotal	**$114,321**	**$139,725**	**$254,046**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	1,913	LF	$36.00	$30,997	$37,886	$68,883
4' Dia. Manhole (0-12' Depth)	6	EA	$3,500.00	$9,450	$11,550	$21,000
4' Dia. Manhole (12-16' Depth)	6	EA	$7,500.00	$20,250	$24,750	$45,000
4" Service w/ wye, cap, bend	38	EA	$1,400.00	$23,940	$29,260	$53,200
			Sanitary Sewer Subtotal	**$84,637**	**$103,446**	**$188,083**

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WHERE GREAT PLACES BEGIN

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Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	5,792	LF	$32.00	$83,401	$101,935	$185,336
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,826	SY	$2.50	$5,430	$6,636	$12,066
Subgrade Prep for Outfall Curb & Gutter	1	SY	$2.50	$1	$1	$3
Asphalt (Full depth - 6" section)	64,348	SY-IN	$4.00	$115,827	$141,566	$257,393
Subgrade Prep - Asphalt	10,725	SY	$2.50	$12,065	$14,746	$26,812
Handicap Ramp	6	EA	$1,250.00	$3,375	$4,125	$7,500
Handicap Ramp (Mid Block)	3	EA	$1,250.00	$1,688	$2,063	$3,750
Signage	5	EA	$650.00	$1,463	$1,788	$3,250
Street Light (Local)	4	EA	$4,000.00	$7,200	$8,800	$16,000
Final Adjust Manholes (12" or less)	14	EA	$550.00	$3,465	$4,235	$7,700
Final Adjust Valve Boxes	9	EA	$275.00	$1,114	$1,361	$2,475
			Street Subtotal	**$235,028**	**$287,256**	**$522,285**
			Total Cost	**$562,925**	**$688,020**	**$1,250,948**

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WHERE GREAT PLACES BEGIN

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Public Improvements - Phase 2 - 50' Lots

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Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	3	EA	$6,750.00	$9,113	$11,138	$20,250
6" CL200 DR 14	63	LF	$36.00	$1,021	$1,247	$2,268
8" CL200 DR 14	2321	LF	$39.00	$40,734	$49,785	$90,519
8" - 11 ¼° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" x 8" Tee Fitting	2	EA	$750.00	$675	$825	$1,500
8" x 6" Tee Fitting	3	EA	$650.00	$878	$1,073	$1,950
8" Gate Valve	11	EA	$1,850.00	$9,158	$11,193	$20,350
3/4" Water Service w/ Meter Pit	71	EA	$1,900.00	$60,705	$74,195	$134,900
Pressure Testing	2,384	LF	$0.80	$858	$1,049	$1,907
Foam Insulation	1	EA	$500.00	$225	$275	$500
			Water Subtotal	**$124,355**	**$151,989**	**$276,344**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	2,131	LF	$36.00	$34,522	$42,194	$76,716
4' Dia. Manhole (0-12' Depth)	7	EA	$3,500.00	$11,025	$13,475	$24,500
4' Dia. Manhole (12-16' Depth)	2	EA	$7,500.00	$6,750	$8,250	$15,000
4" Service w/ wye, cap, bend	68	EA	$1,400.00	$42,840	$52,360	$95,200
			Sanitary Sewer Subtotal	**$95,137**	**$116,279**	**$211,416**

Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	4,201	LF	$32.00	$60,501	$73,945	$134,446
Subgrade Prep (Mountable Curb, Gutter, Walk)	3,501	SY	$2.50	$3,939	$4,814	$8,753
Vertical 6" Curb & Gutter	0	LF	$18.00	$0	$0	$0
Asphalt (Full depth - 6" section)	46,771	SY-IN	$4.00	$84,187	$102,896	$187,083
Subgrade Prep - Asphalt	7,795	SY	$2.50	$8,770	$10,718	$19,488
Handicap Ramp	4	EA	$1,250.00	$2,250	$2,750	$5,000
Handicap Ramp (Mid Block)	2	EA	$1,250.00	$1,125	$1,375	$2,500
Signage	4	EA	$650.00	$1,170	$1,430	$2,600
Street Light (Local)	4	EA	$4,000.00	$7,200	$8,800	$16,000
Final Adjust Manholes (12" or less)	10	EA	$550.00	$2,475	$3,025	$5,500
Final Adjust Valve Boxes	10	EA	$275.00	$1,238	$1,513	$2,750
			Street Subtotal	**$172,854**	**$211,266**	**$384,120**
			Total Cost	**$392,346**	**$479,534**	**$871,880**

Notes:
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WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Summary

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Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	740	LF	$65	$21,630	$26,437	$48,068
24" RCP (0-8' depth)	800	LF	$85	$30,611	$37,414	$68,026
30" RCP (0-8' depth)	96	LF	$105	$4,516	$5,519	$10,035
36" RCP (0-8' depth)	1733	LF	$125	$97,453	$119,109	$216,563
48" RCP (0-8' depth)	289	LF	$175	$22,735	$27,787	$50,523
38X24" HERCP (0-8' depth)	216	LF	$120	$11,680	$14,276	$25,956
45x29" HERCP (0-8' depth)	101	LF	$180	$8,157	$9,969	$18,126
4' Dia. Manhole	5	EA	$3,750	$8,438	$10,313	$18,750
5' Dia. Manhole	15	EA	$5,000	$33,750	$41,250	$75,000
6' Dia. Manhole	1	EA	$7,000	$3,150	$3,850	$7,000
Box Base Manhole	3	EA	$18,000	$24,300	$29,700	$54,000
5' Type 'R' Inlet	2	EA	$6,000	$5,400	$6,600	$12,000
10' Type 'R' Inlet	6	EA	$8,500	$22,950	$28,050	$51,000
15' Type 'R' Inlet	2	EA	$12,500	$11,250	$13,750	$25,000
20' Type 'R' Inlet	3	EA	$18,000	$24,300	$29,700	$54,000
48" Flared End Section	1	EA	$4,000	$1,800	$2,200	$4,000
Type 'C' Inlet	3	EA	$4,500	$6,075	$7,425	$13,500
Pond Outlet Structure	26	CY	$950	$11,030	$13,481	$24,510
Type 'L' Rip Rap	298	CY	$85	$11,399	$13,932	$25,330
Type 'M' Rip Rap	58	CY	$105	$2,748	$3,358	$6,106
Spillway Crest	9	CY	$950	$3,634	$4,441	$8,075
Gravel Service Access Road (6" Thick)	121	SY	$7	$383	$468	$850
100 Year Overflow Box	1	EA	$25,000	$11,250	$13,750	$25,000
Forebay A1	15	CY	$950	$6,455	$7,890	$14,345
Forebay A2	4	CY	$950	$1,796	$2,195	$3,990
Rectangular Trickle Channel	132	LF	$40	$2,376	$2,904	$5,280
V Trickle Channel	91	LF	$20	$819	$1,001	$1,820
			Storm Sewer Subtotal	**$390,083**	**$476,768**	**$866,853**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	2	EA	$3,000	$2,700	$3,300	$6,000
Fire Hydrant Assembly	18	EA	$6,750	$54,675	$66,825	$121,500
6" CL200 DR 14	434	LF	$36	$7,031	$8,593	$15,624
8" CL200 DR 14	11094	LF	$39	$194,700	$237,966	$432,666
10" CL200 DR 14	2577	LF	$46	$53,344	$65,198	$118,542
12" CL200 DR 14	40	LF	$53	$954	$1,166	$2,120
8" - 11 ¼° Bend w/ Kick Block	29	EA	$550	$7,178	$8,773	$15,950
8" - 22 ½° Bend w/ Kick Block	1	EA	$550	$248	$303	$550
8" - 45° Bend w/ Kick Block	6	EA	$550	$1,485	$1,815	$3,300
10" - 45° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 11° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 22° Bend w/ Kick Block	1	EA	$650	$293	$358	$650

Redland
WHERE GREAT PLACES BEGIN

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10" - 45° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 90° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10"x8" Reducer	2	EA	$650	$585	$715	$1,300
8" Cross Fitting	1	EA	$750	$338	$413	$750
8" x 8" Tee Fitting	9	EA	$750	$3,038	$3,713	$6,750
8" x 6" Tee Fitting	15	EA	$650	$4,388	$5,363	$9,750
10"x6" Tee Structure	3	EA	$800	$1,080	$1,320	$2,400
12"x8" Tee Structure	1	EA	$950	$428	$523	$950
8" Gate Valve	52	EA	$1,850	$43,290	$52,910	$96,200
10" Gate Valve	12	EA	$2,500	$13,500	$16,500	$30,000
12" Gate Valve	2	EA	$3,250	$2,925	$3,575	$6,500
10" Plug w/ Kick Block	1	EA	$850	$383	$468	$850
3/4" Water Service w/ Meter Pit	241	EA	$1,900	$206,055	$251,845	$457,900
Pressure Testing	14145	LF	$1	$5,092	$6,224	$11,316
2" Irrigation Tap & Vault	2	EA	$7,500	$6,750	$8,250	$15,000
Water Bore & Casing	430	LF	$350	$67,725	$82,775	$150,500
Water Lowering	2	EA	$3,500	$3,150	$3,850	$7,000
20" Ductile Iron Pipe	180	LF	$250	$20,250	$24,750	$45,000
Foam Insulation	13	EA	$500	$2,925	$3,575	$6,500
			Water Subtotal	**$708,016**	**$865,352**	**$1,573,368**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	1	EA	$2,000	$900	$1,100	$2,000
8" SDR-35 PVC (0-15' depth)	9,842	LF	$36	$159,447	$194,880	$354,327
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	$40	$13,428	$16,412	$29,840
4' Dia. Manhole (0-12' Depth)	29	EA	$3,500	$45,675	$55,825	$101,500
4' Dia. Manhole (12-16' Depth)	34	EA	$7,500	$114,750	$140,250	$255,000
4' Dia. Manhole (16-20' Depth)	1	EA	$10,000	$4,500	$5,500	$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	$12,000	$5,400	$6,600	$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	$10,000	$4,500	$5,500	$10,000
4" Service w/ wye, cap, bend	241	EA	$1,400	$151,830	$185,570	$337,400
Inverted Siphon Pipe & Casings	219	LF	$350	$34,414	$42,061	$76,475
60" x 60" CDOT Box Base MH	2	LS	$15,000	$13,500	$16,500	$30,000
4" PVC - Inverted Siphon	109	LF	$35	$1,721	$2,103	$3,824
6" PVC - Inverted Siphon	109	LF	$45	$2,212	$2,704	$4,916
27" PVC	10	LF	$200	$900	$1,100	$2,000
Sanitary Encasement	1	EA	$1,500	$675	$825	$1,500
			Sanitary Sewer Subtotal	**$553,852**	**$676,930**	**$1,230,782**

Redland
WHERE GREAT PLACES BEGIN

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Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	18,816	LF	$32	$270,956	$331,169	$602,125
Subgrade Prep (Mountable Curb, Gutter, Walk)	15,680	SY	$3	$17,640	$21,560	$39,201
Vertical 6" Curb & Gutter	1,640	LF	$18	$13,285	$16,237	$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	$3	$308	$376	$683
Subgrade Prep for Outfall Curb & Gutter	2	SY	$3	$2	$3	$5
Asphalt (Full depth - 6" section)	208,604	SY-IN	$4	$375,487	$458,929	$834,416
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	$4	$58,099	$71,010	$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	$7	$16,945	$20,711	$37,657
Subgrade Prep - Asphalt	34,767	SY	$3	$39,113	$47,805	$86,918
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	$3	$6,052	$7,397	$13,449
6' Concrete Crosspan	5	EA	$3,500	$7,875	$9,625	$17,500
Subgrade Prep for Crosspans	7	EA	$400	$1,260	$1,540	$2,800
10' Concrete Crosspan	2	EA	$4,500	$4,050	$4,950	$9,000
4' Concrete Walk (6" thick)	848	SF	$5	$2,003	$2,448	$4,452
10' Concrete Walk (6" thick)	10,010	SF	$5	$23,648	$28,903	$52,551
Subgrade Prep - Concrete Walk	10,858	SF	$2	$9,772	$11,943	$21,715
Handicap Ramp	31	EA	$1,250	$17,438	$21,313	$38,750
Handicap Ramp (Mid Block)	11	EA	$1,250	$6,188	$7,563	$13,750
Signage	29	EA	$650	$8,483	$10,368	$18,850
Street Light (Local)	17	EA	$4,000	$30,600	$37,400	$68,000
Street Light (Collector)	2	EA	$7,500	$6,750	$8,250	$15,000
Final Adjust Manholes (12" or less)	81	EA	$550	$20,048	$24,503	$44,550
Final Adjust Valve Boxes	75	EA	$275	$9,281	$11,344	$20,625
Striping	1	LS	$15,000	$6,750	$8,250	$15,000
Type VII Barricade	44	LF	$250	$4,960	$6,063	$11,023
			Street Subtotal	**$956,993**	**$1,169,658**	**$2,126,651**
			Total Cost	**$2,608,943**	**$3,188,709**	**$5,797,654**

Notes:
The above costs and quantities are approximate for estimating purposes.

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 _____, dated this day _____of _____, 20____, between the Town of Johnstown and _____.

You are hereby authorized to draw 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, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____

Notary Public

1751438.14

EXHIBIT E

NOTICE

Please take notice that on the ____ day of _____, 20__, the Town Council of the Town of Johnstown approved the final plat for the development known as Johnstown Farms Filing No. 3, which development was submitted and processed in accordance with the Town of Johnstown's Municipal Code. In conjunction therewith, the Town Council also approved a Development Agreement dated _____, 20__, between the Town Johnstown and the Developer, pursuant to and under which certain rights and obligations of the Developer will pass on to subsequent owners, heirs, assigns and transferees of the below-described property. The Development Agreement is on file and may be reviewed in the office of the Town Clerk of the Town of Johnstown. The subject property for which such Development Agreement applies is described as follows:

LEGAL DESCRIPTION ATTACHED

DATED this _____ day of _____, 20____.

_____
Town Clerk

_____
Town Manager

4568151 Pages: 58 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

EXHIBIT F

RECORDED NOTICE

JOHNSTOWN FARMS, FILING NO. 3
PUBLIC DISCLOSURE
Pursuant to the Subdivision Development and Improvement Agreement
by and among the Town of Johnstown, TF Johnstown Farms, L.P.
and the Johnstown Farms Metropolitan District

Purchasers of property in the Johnstown Farms, Filing No. 3 subdivision should be aware that, as of the date of the recording of this notice, the subdivision is located adjacent to Two Rivers Racing, a motocross track. The motocross track property is owned by Leahy Family Farm, LLC, a Colorado limited liability company, and is located at 22437 Weld County Road 19, Milliken Weld County, CO 80543. This notice will automatically terminate and be of no further force or effect upon and after the cessation of the motocross track use on such adjacent property.