

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

THIS SECOND AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3) (“**Second Amendment**”) is made and entered into the 6 day of July, 2022 by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the “**Town**”), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership (“**Developer**”) and JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**” and together with the Town and the Developer, the “**Parties**”).

Recitals

WHEREAS, the Parties previously entered into that certain Subdivision Development and Improvement Agreement for Town of Johnstown (Johnstown Farms Filing No. 3) dated December 2, 2019, and recorded in the real property records of the Clerk and Recorder for Weld County, Colorado on February 21, 2020, at Reception No. 4568151 (“**Agreement**”); and

WHEREAS, the Parties thereafter entered into that certain First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (Johnstown Farms Filing No. 3) dated November 20, 2021, and recorded in the real property records of the Clerk and Recorder for Weld County, Colorado on February 11, 2022, at Reception No. 4801553 (“**Amendment**”); and

WHEREAS, the Developer has commenced construction of the Public Improvements as contemplated by the Agreement; and

WHEREAS, the Town has determined that it is not feasible or warranted for the Developer to construct the portion of the WCR 46 ½ Sidewalk, as hereinafter defined, that crosses the bridge over the Little Thompson River or the portion that is west of the bridge and that, rather than construction, Developer should pay the Town a cash-in-lieu fee for such portion of the WCR 46 ½ Sidewalk and for the striping of the cross-walk; and

WHEREAS, the Parties now desire to amend the Agreement to modify the Developer’s obligation regarding the WCR 46 ½ Sidewalk.

Amendment

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment Concerning Regional Sidewalk Connectivity. Paragraph 7 of Exhibit B-3 of the Agreement, amended by Paragraph 1.3 of Amendment, is hereby deleted in its entirety and in its place inserted the following:

7. Regional Sidewalk Connectivity. Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct as a part of the Public Improvements, in accordance with the *revised* approved Civil Engineering Construction Plans, a sidewalk along a portion of the southern one-half of the Weld County Road 46 ½ adjacent to the Property and along a portion of the northern one-half of Weld County Road 46 ½ as depicted in Schedule 2 attached to this Exhibit B-3 (“**WCR 46 ½ Sidewalk**”), except that Developer shall not be obligated to construct the portion of the WCR 46 ½ Sidewalk that crosses the bridge over the Little Thompson River or the portion that is west of the bridge, as depicted in Schedule 3 attached to this Exhibit B-3, nor shall Developer be required to add the cross-walk striping on Weld County Road 46 ½, but shall pay the Town a cash fee in the amount of \$28,033.00 in lieu of such construction and striping. The Town, at its sole expense, shall promptly repair any damage to the WCR 46 ½ Sidewalk resulting from the Town’s Weld County Road 46 ½ roadway and bridge construction. Notwithstanding any contrary provision of this Paragraph 7, the Town and Developer acknowledge that the portion of WCR 46 ½ Sidewalk crossing the railroad right-of-way adjacent to the Development shall require the approval of Great Western Railroad, as the owner of the railroad right-of-way (the “**Railroad ROW**”), and the entering into of a *Public Roadway Crossing License* or similar such agreement (a “**License Agreement**”) by the Town and Great Western Railroad. The Town and the Developer anticipate that the License Agreement shall require the payment to Great Western Railroad of: (i) an initial application fee and (ii) annual license fees or a lump sum license fee. The Developer represents the Developer has paid the initial application fee to Great Western Railroad. If the License Agreement requires an annual license fee, Developer shall pay the first annual license fee and all subsequent annual licenses fees as required under the License Agreement until the Town provides notice of Initial Acceptance of the WCR 46 ½ Sidewalk, after which time the Town shall pay the annual license fee. If the License Agreement requires a lump sum license fee, Developer shall pay a contribution to the Town for such lump sum fee in the amount of \$6,000 not later than thirty (30) after the Town’s written request therefor to Developer. The Town hereby agrees that the Developer’s payment of the initial application fee and license fees, as provided herein, shall fully satisfy Developer’s and the Subject Property’s obligations to make such payments under the License Agreement.

2. Effect of Amendment. Except as expressly provided in this Amendment, the Agreement has not been amended, supplemented or altered in any way by this Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control.

[signature pages follow this page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year first set forth above.

DEVELOPER:

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

By: 
Craig Campbell, Authorized Signatory

STATE OF COLORADO)
) ss:
[CITY AND] COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23 day of June, 2022, by Craig Campbell as Authorized Signatory of S TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: 1/21/24.


Notary Public



TOWN:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

Diana Steele, Town Clerk

APPROVED AS TO FORM:

DISTRICT:

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

By:  _____
Craig Campbell, Authorized Signatory

ATTEST:

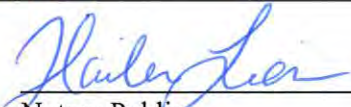
Secretary

STATE OF COLORADO)
) ss:
[CITY AND] COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23 day of June, 2021, by Craig Campbell as Authorized Signatory and _____ as Secretary of JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

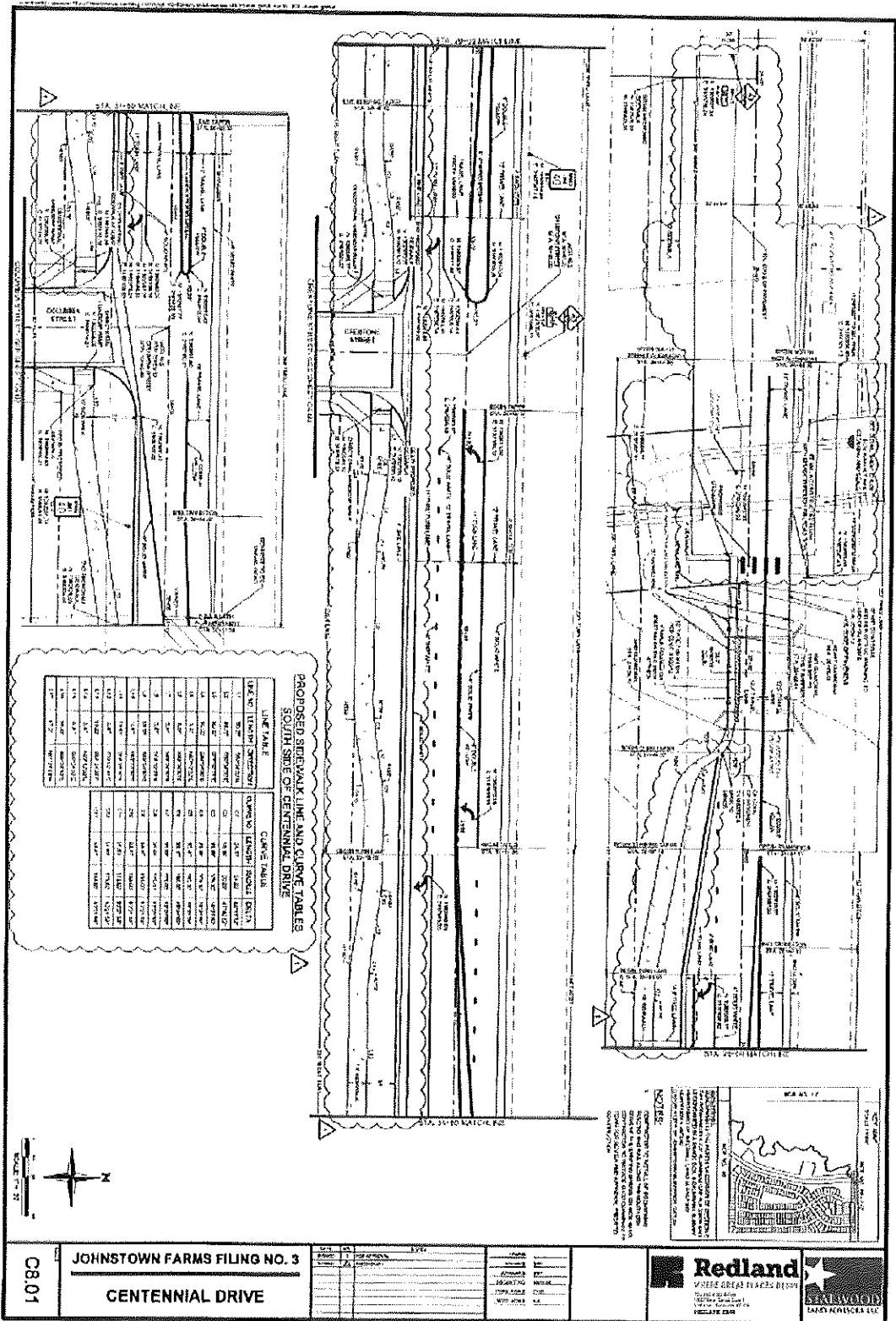
My commission expires: 1/21/24 _____

 _____
Notary Public



SCHEDULE 2
Depiction of Sidewalk

[follows this page]



PROPOSED SIDEWALK LINE AND CURVE TABLES
SOUTH SIDE OF CENTENNIAL DRIVE

LINE TABLE

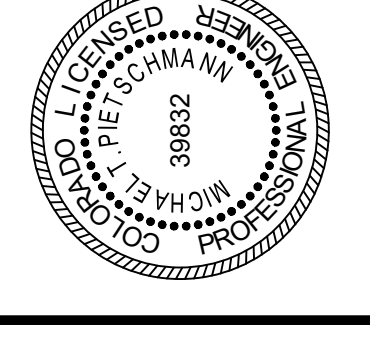
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11+00	11+00	N 0° 00' 00" E	0.00
11+00	11+05	N 89° 59' 59" W	49.99
11+05	11+10	N 89° 59' 59" W	49.99
11+10	11+15	N 89° 59' 59" W	49.99
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CB 01 JOHNSTOWN FARMS FILING NO. 3 CENTENNIAL DRIVE

Redland
WHERE GREAT PLACES BEGIN
LAKELAND
LARRY KROCKELER LUC

SCHEDULE 3
Depiction of Excluded Portion of Sidewalk

[follows this page]

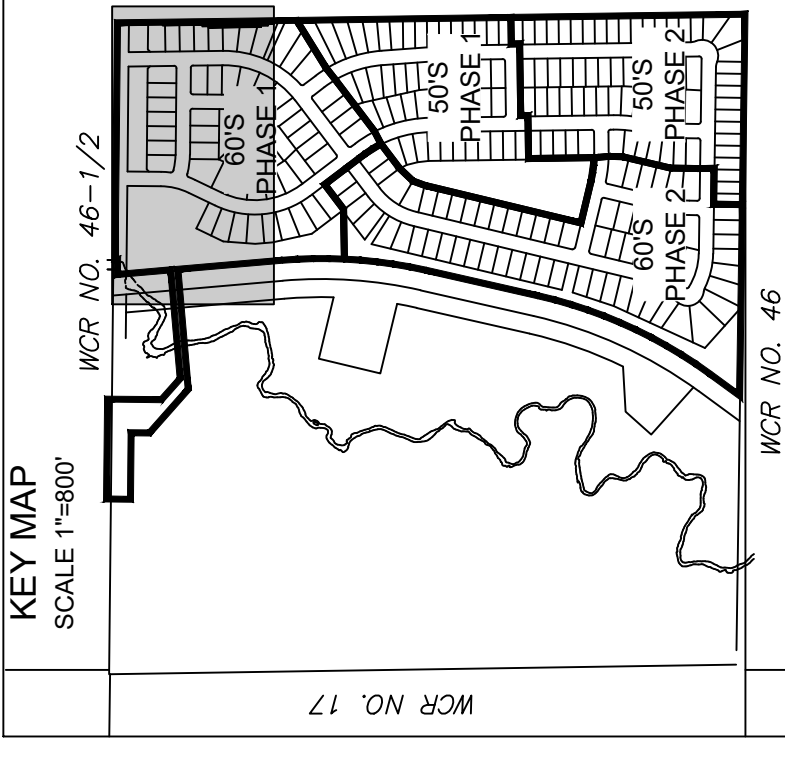


DRAWN	JR
CHECKED	RAF
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ. SCALE	1" = 50'
VERT. SCALE	

DATE	07/16/20
NO.	01/09/20
APPROVAL SET	
ADDDNDUM 1	
ADDDNDUM 10	
NOTES	

JOHNSTOWN FARMS FILING NO. 3
OVERLOT GRADING PLAN

SCHEDULE 3
PAGE 1



WCR NO. 46
WCR NO. 17

BENCHMARK: BENCHMARK IS THE NORTH 1/4 CORNER OF SECTION 8, TOWNSHIP 16N, RANGE 60E, BEING A CHUCK MARK SURVEY PERFORMED BY INTERMILL LAND SURVEYING. ELEVATION = 4872.59. DATUM = CITY OF JOHNSTOWN ELEVATION DATUM

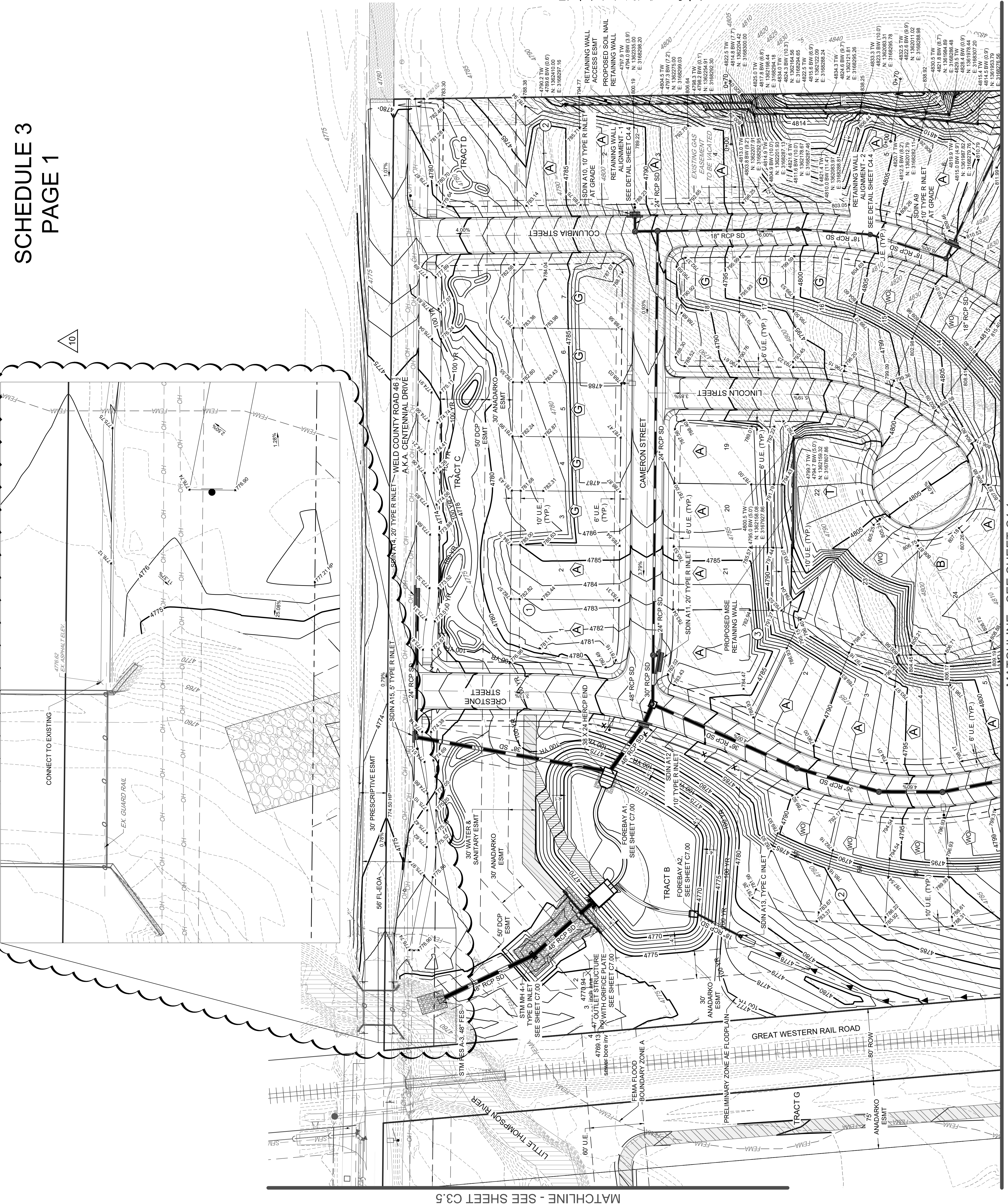
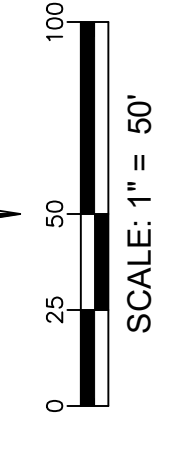
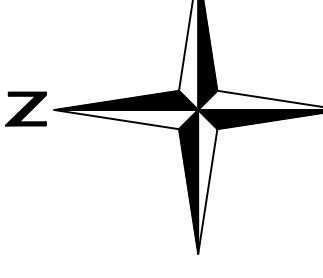
- NOTES:
- REFER TO SHEET C1.2 FOR LOT GRADING TEMPLATE.
 - ALL SLOPES ARE MAXIMUM OF 4:1V UNLESS OTHERWISE NOTED.
 - GRADES SHOWN FOR TRACTS AND STREET RIGHT-OF-WAYS ARE FINISH GRADE. REFER TO AREA GRADING PLANS FOR ADDITIONAL DETAILS.
 - THE TRANSITION LOT TYPE REPRESENTS A UNIQUE LOT FOR A VARIANCE BETWEEN TWO STANDARD TEMPLATES.
 - RETAINING OR GRADING WALLS OVER 4' IN TOTAL HEIGHT (EITHER PER WALL AND/OR FOR TIERED WALLS WITHIN A 1:1 ZONE OF INFLUENCE) MUST BE DESIGNED AND SEALED BY A STRUCTURAL P.E. THE WALL DESIGN PLANS AND REPORT MUST BE SUBMITTED TO THE TOWN FOR "ACCEPTANCE" PRIOR TO ANY SUCH WALL BEING CONSTRUCTED.
 - THE WALLS MUST BE INSPECTED AND A P.E. SEALED CERTIFICATION THAT THEY WERE INSTALLED AND CONSTRUCTED TO THE DESIGN PLANS AND REPORT MUST BE PROVIDED TO THE TOWN BEFORE A BUILDING PERMIT FOR ADJACENT LOTS WILL BE ISSUED.
 - WALL FINISH TREATMENT TO BE SUBMITTED TO THE TOWN FOR REVIEW AND APPROVAL WITH THE STRUCTURAL DESIGN REPORT.

EXISTING LEGEND

- PROPERTY LINE
- R.O.W.
- CONTOUR MAJOR
- CONTOUR MINOR

PROPOSED LEGEND

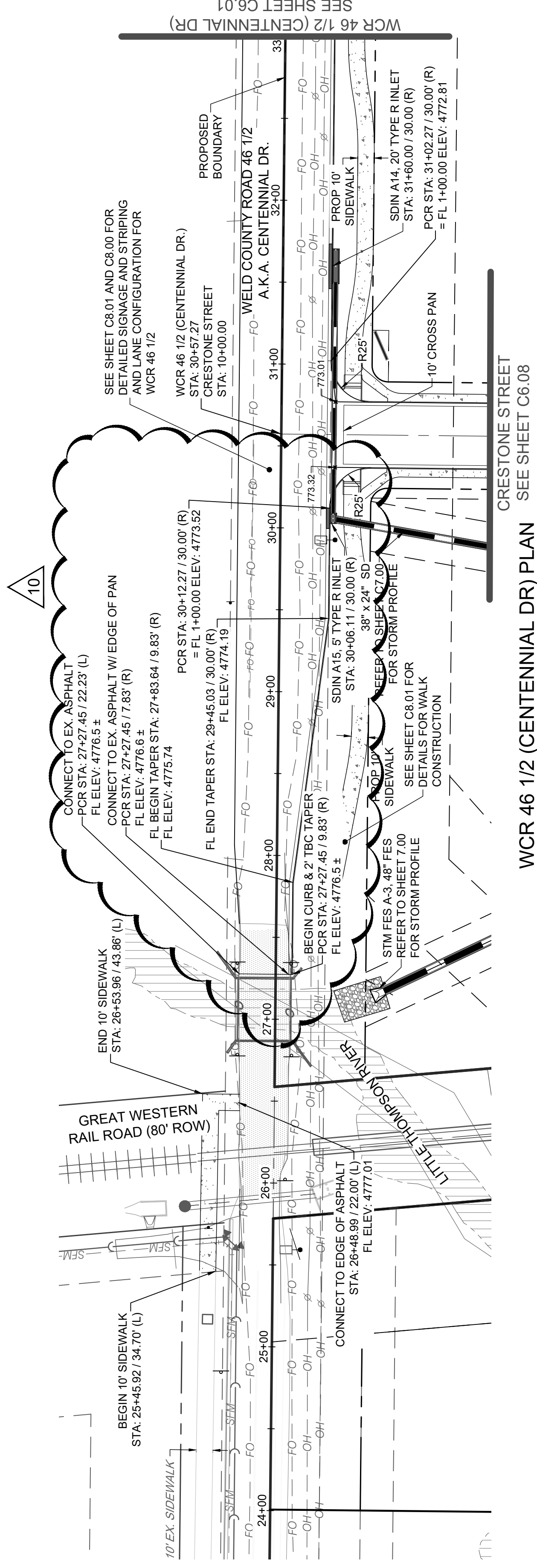
- PROPERTY LINE
- R.O.W.
- LOT LINE
- EASEMENT
- ROAD CENTERLINE
- CURB AND GUTTER
- STORM SEWER
- INLET
- RETAINING WALL
- CONTOUR MAJOR
- CONTOUR MINOR
- SPOT ELEVATION
- SLOPE ARROW
- LOT TYPE
- BLOCK NUMBER
- RETAINING WALL ACCESS EASEMENT



MATCHLINE - SEE SHEET C3.5

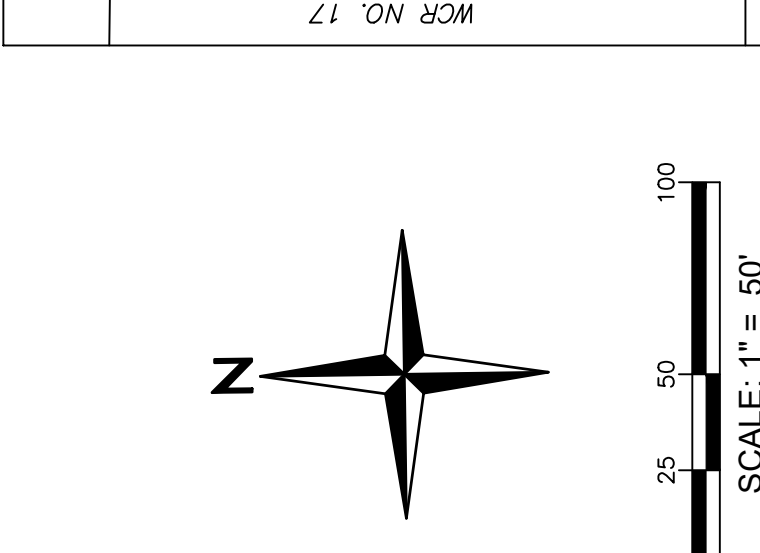
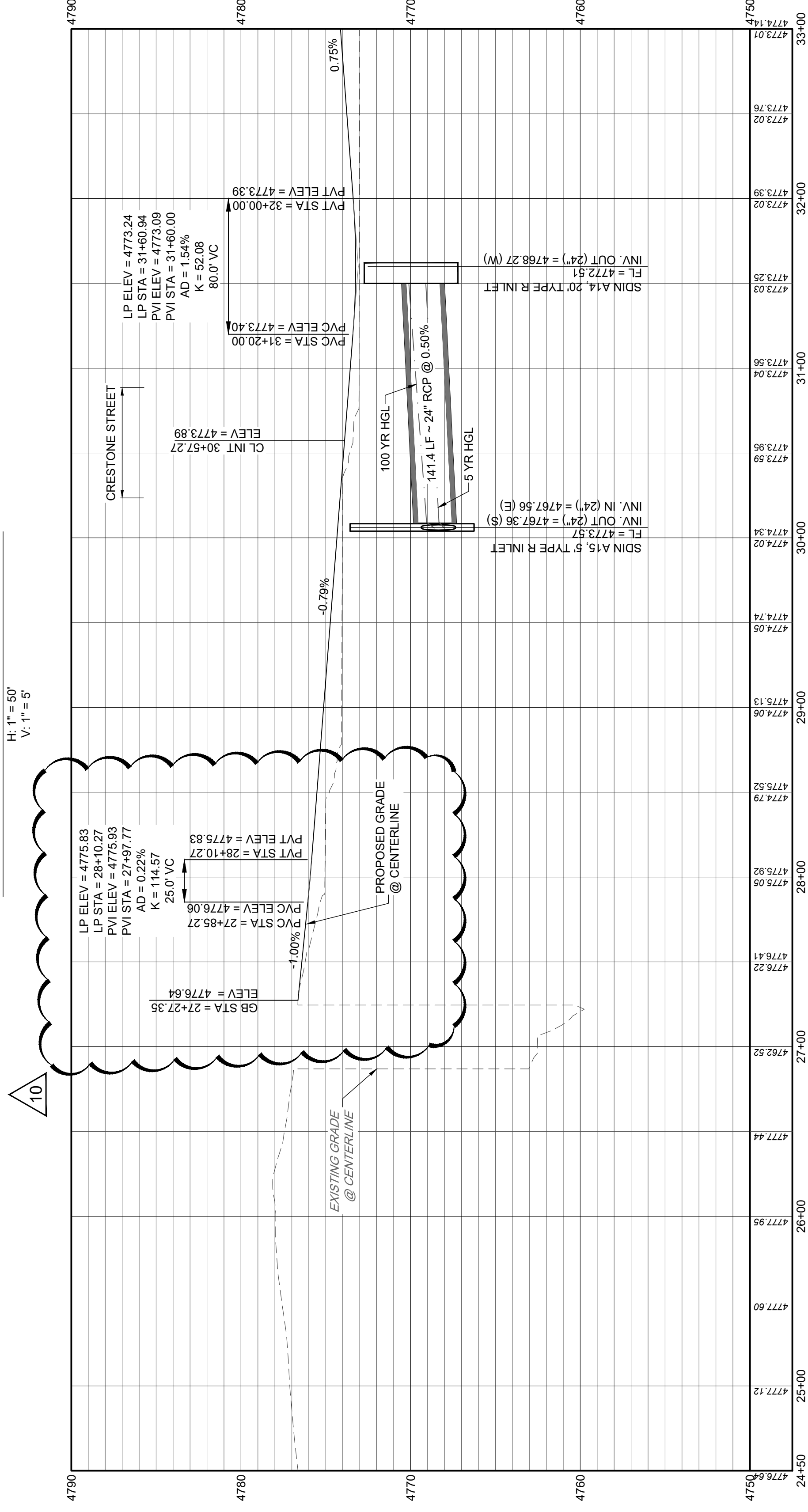
MATCHLINE - SEE SHEET C4.1

SCHEDULE 3 PAGE 2



WCR 46 1/2 (CENTENNIAL DR) PLAN SEE SHEET C6.08

WCR 46 1/2 (CENTENNIAL DR) PROFILE
H: 1" = 5'
V: 1" = 5'



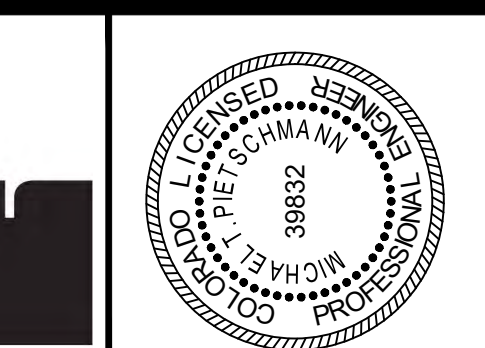
SCALE: 1" = 50'



BENCHMARK:
BENCHMARK IS THE NORTH 1/4 CORNER OF SECTION 8, T47N R16E S12E, JOHNSTOWN, CO. BENCHMARK SURVEY IS CONTAINED IN RANGE BOOK BENCHMARK SURVEY PERFORMED BY INTERMILL LAND SURVEYING. ELEVATION = 4872.59.
DATUM = CITY OF JOHNSTOWN ELEVATION DATUM

- NOTES**
1. REFER TO SHEET C.12 FOR TYPICAL STREET SECTIONS.
 2. ALL STATIONING IS CENTERLINE CENTERLINE UNLESS OTHERWISE NOTED. CENTERLINE AND R.O.W. DIMENSIONS ARE SHOWN IN PLAN VIEW. REFER TO FINAL SUBDIVISION PLAN FOR HORIZONTAL CONTROL.
 3. ALL CURB RETURNS ARE 15 FEET RADIUS UNLESS OTHERWISE NOTED ON PLAN.
 4. THE TRANSITION BETWEEN 4" URBAN LOCAL MOUNTABLE CURB AND GUTTER ON WCR 46 1/2 IS SHOWN SPECIFICALLY NOTED ON SHEET C6.02 AND SHEET C6.08.
 5. ALL ELEVATIONS IN PLAN VIEW ARE FLOWLINE ELEVATIONS UNLESS OTHERWISE NOTED.
 6. CROSS PANS ARE 6 FEET IN WIDTH UNLESS OTHERWISE NOTED.
 7. ALL MANHOLES AND VALVES SHALL NOT BE LOCATED UNDER CURB AND GUTTER OR CROSS PANS.
 8. STORM INLET STATIONING OFFSET REFERENCE IS AT THE INTERSECTION OF FLOWLINE AND THE CENTER OF THE STRUCTURE.
 9. STORM INLETS LOCATED ALONG CURBS SHALL BE 2' FROM THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
 10. ALL STORM SEWER PIPE SHALL BE CLASS III RCP UNLESS OTHERWISE NOTED.
 11. FOR ALL PUBLIC ROADWAY AND UTILITY IMPROVEMENTS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE TOWN OF JOHNSTOWN STANDARDS AND REGULATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN APPROVED CONSTRUCTION PLANS AND THE STANDARDS AND REGULATIONS ON THE JOB SITE AT ALL TIMES.
 12. ALL FLOWLINE ALONG CURB RAMPS SHALL HAVE A MINIMUM CROSS SLOPE OF 0.5% STANDING WATER AND AVOID STANDING WATER AND ICE.
 13. PIPE JOINTS SHALL BE WATER TIGHT AND FLEXIBLE GASKET JOINTS. BOTH BETWEEN PIPE SECTIONS AND AT MANHOLES. PIPE JOINTS SHALL BE PROTECTED WITH PROTECTIVE COATINGS COMPLYING WITH THE REQUIREMENTS OF ASTM C-443 OR ASTM C-923, AS APPROPRIATE.
 14. REFER TO THE PRELIMINARY SUBDIVISION PLAN FOR JOHNSTOWN, JOHNSTOWN FARMS, FILING # AND 3" PREPARED BY CIL THOMPSON DATED 11/17/2022 FOR "STAIN" SECTION AND OTHER GEOTECHNICAL RECOMMENDATIONS.
 15. CONTRACTOR TO COORDINATE ALL REMOVAL AND OR RELOCATION OF EXISTING UTILITIES WITH THE APPROPRIATE PUBLIC SERVICE PROVIDERS.
 16. CONTRACTOR TO REMOVE AND DISPOSE OF ALL MATERIALS DEMOLISHED INCLUDING CONCRETE PIPES, POLES AND ANY OTHER MATERIALS DUE TO THE INSTALLATION OF PROPOSED IMPROVEMENTS.
 17. SEE SHEET C.10.01 FOR EXISTING / PROPOSED ASPHALT JOINT DETAIL.
 18. IN CASES WHERE THE WATER LINE IS LESS THAN 10' FROM THE CENTERLINE OF A STORM OR SANITARY LINE CROSSING AND/OR IF STORM OR SANITARY ARE OVER AND/OR SANITARY MUST BE ENGAGED TO 10' ON EITHER SIDE OF THE WATER MAIN.

Redland
WHERE GREAT PLACES BEGIN
STARWOOD LAND ADVISORS, LLC
1500 West Third Street
Littleton, Colorado 80120
REDLAND.COM

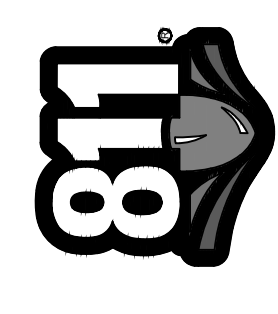


DRAWN	GRG
CHECKED	RAE
APPROVED	MTP
PROJECT NO.	18012.02
HORIZ SCALE	1" = 50'
VERT SCALE	1" = 5'

DATE	NO	NOTES
01/09/20	1	APPROVAL SET
07/16/20	AD	ADDDNDUM 1
06/07/22	AD	ADDDNDUM 10

JOHNSTOWN FARMS FILING NO. 3 WCR 46 1/2 (CENTENNIAL DR) STORM AND ROADWAY PLAN & PROFILE

SHEET
C6.00

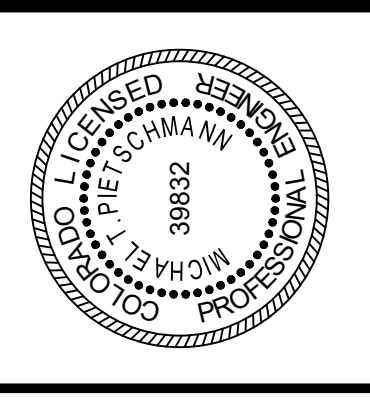


You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, digging without calling, or installing a fence. Digging without calling can disrupt services to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

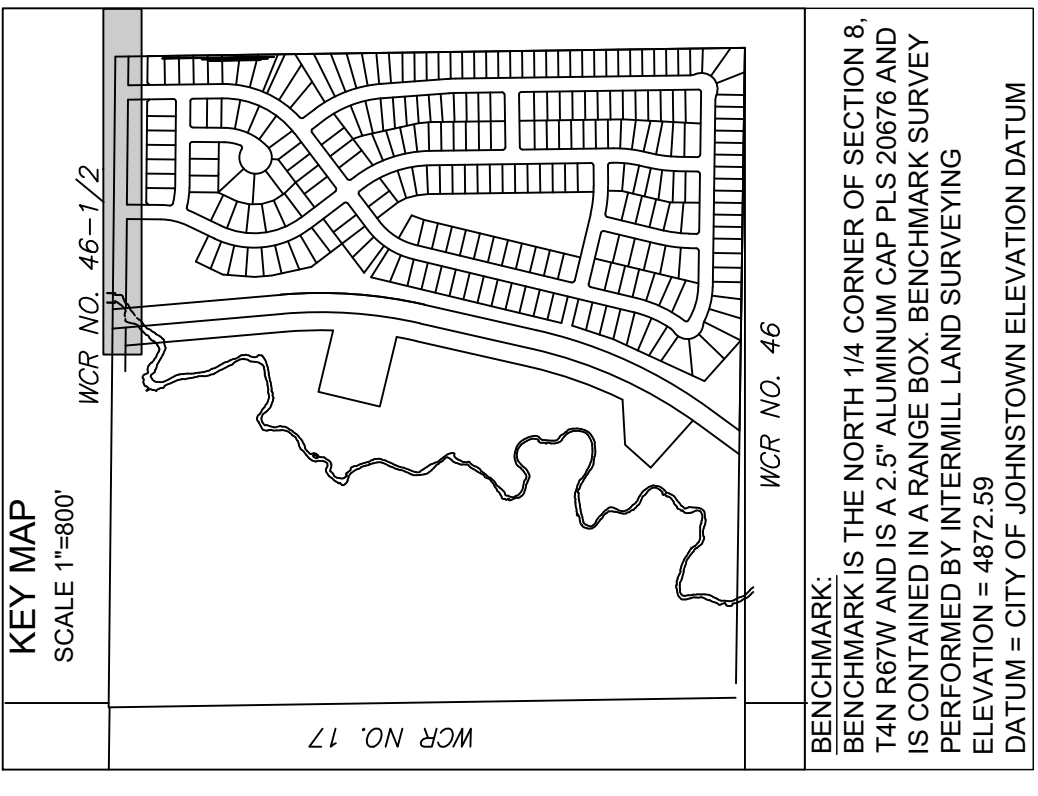
RECORD DRAWINGS

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY NORTHERN ENGINEERING, DATED DECEMBER 22, 2021. REDLAND IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. REDLAND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

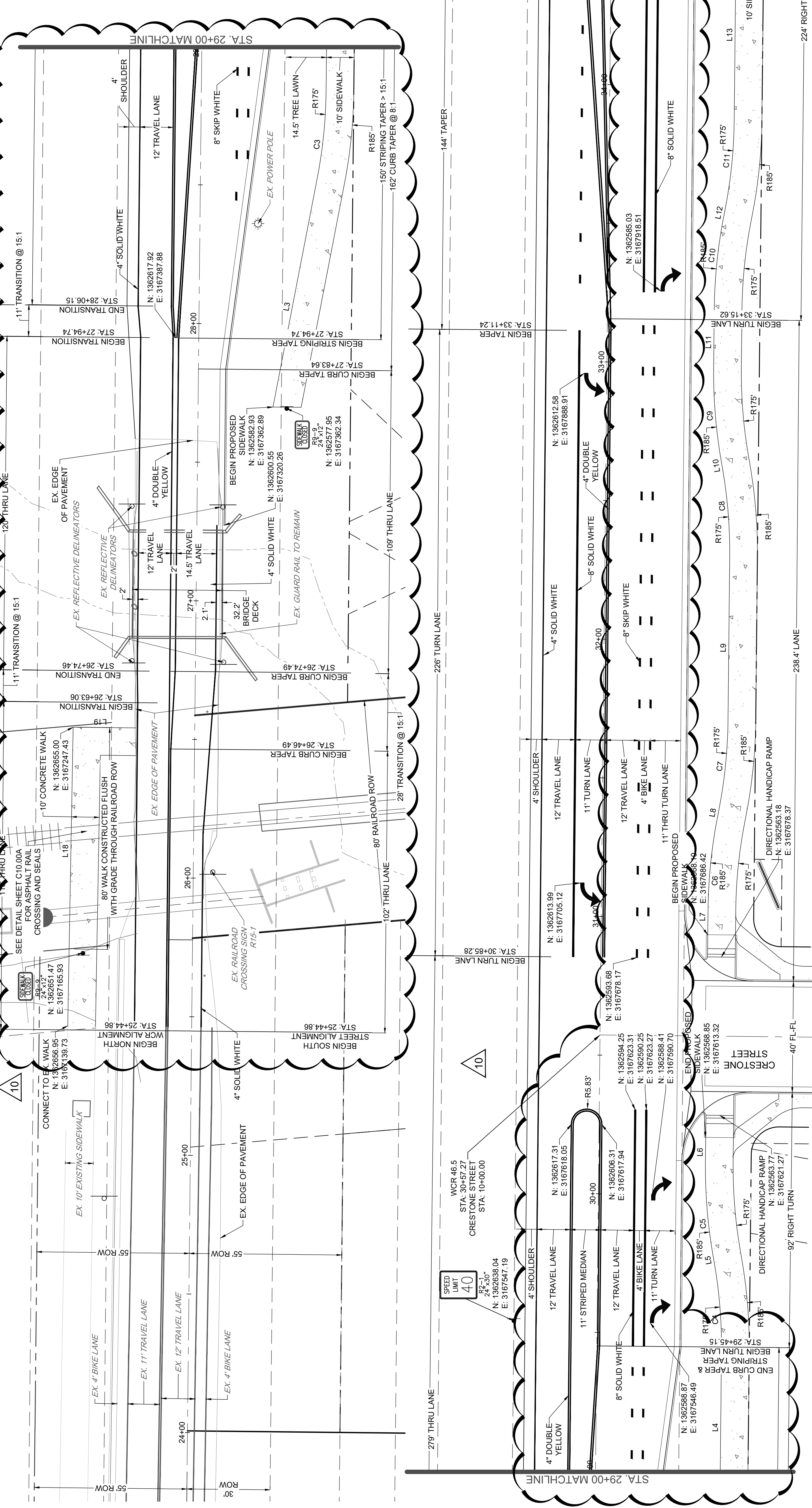
ONLY ITEMS MARKED WITH 'IR' OR 'R' REFLECTS RECORD INFORMATION PROVIDED BY THE SURVEYOR. RECORD INFORMATION IS SHOWN ONLY FOR THE 'IR' ITEMS. UNCONSTRUCTED CONDITIONS SHOULD NOT BE ASSUMED WITH 'IR' OR 'R' - 1. CONSTRUCTED CONDITIONS SHOULD NOT BE ASSUMED.



DATE	06/07/22
NO	1
APPROVAL SET	APPENDUM 1
ADDDENDUM	10
NOTES	
DRAWN	
CHECKED	
APPROVED	
MTP	
PROJECT NO.	1801.02
HORIZ. SCALE	1"=20'
VERT. SCALE	N/A



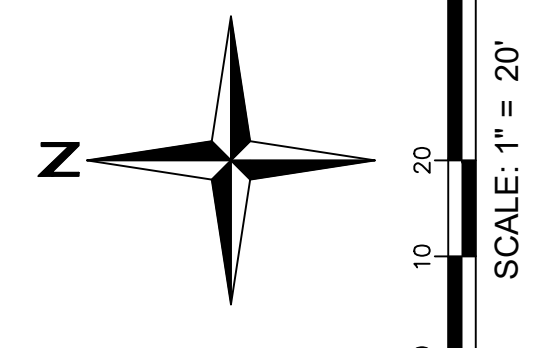
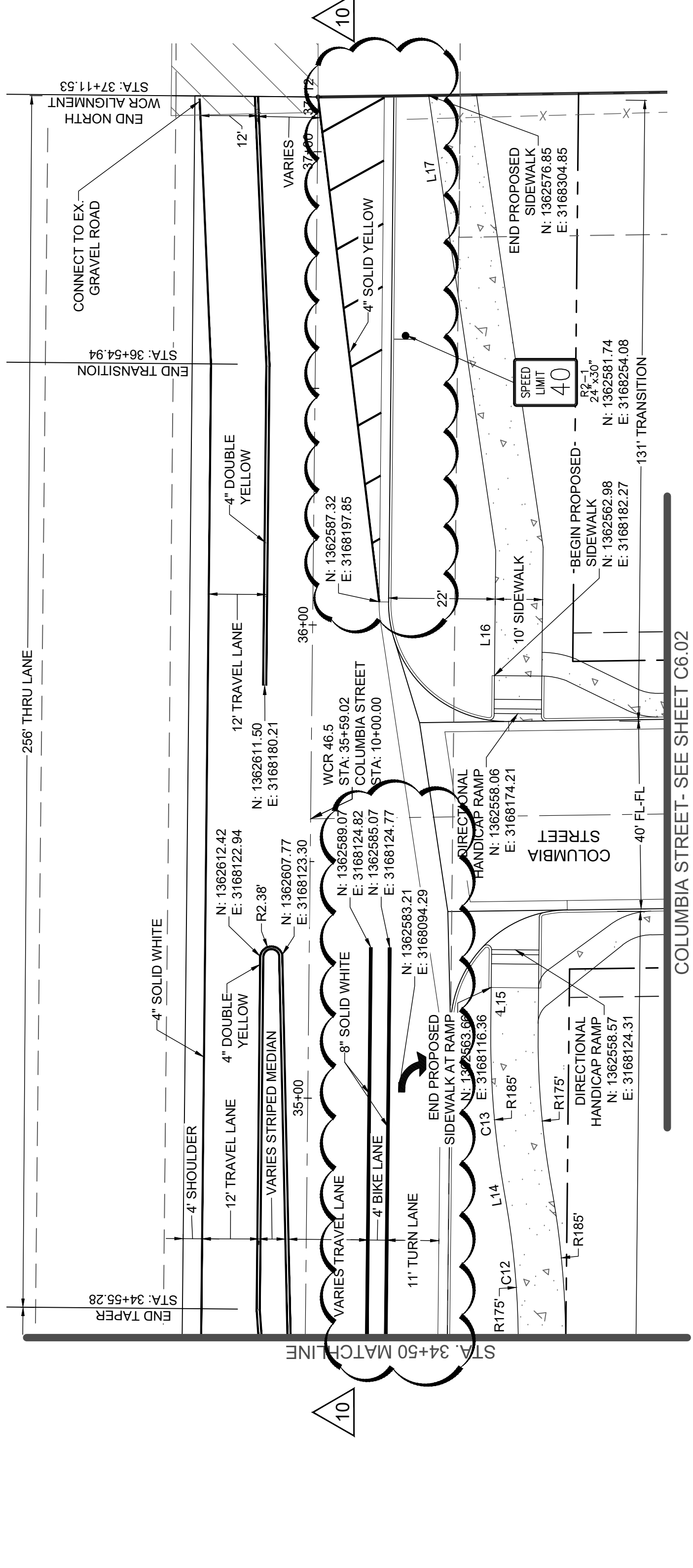
BENCHMARK IS THE NORTH 1/4 CORNER OF SECTION 8, T41N R16E C3E. THIS BENCHMARK SURVEY IS CONTAINED IN A RANGE BOX BENCHMARK SURVEY PERFORMED BY INTERMILL LAND SURVEYING ELEVATION = 4872.59 DATUM = CITY OF JOHNSTOWN ELEVATION DATUM



SCHEDULE 3
PAGE 3

PROPOSED SIDEWALK LINE AND CURVE TABLES
SOUTH SIDE OF CENTENNIAL DRIVE

LINE TABLE			CURVE TABLE			
LINE NO.	LENGTH	DIRECTION	CURVE NO.	LENGTH	RADIUS	DELTA
L3	84.12	S79°02'31"E	C3	31.66'	175.00'	10°21'59"
L4	59.23'	S89°24'30"E	C4	31.66'	175.00'	10°21'59"
L5	3.47'	N80°13'32"E	C5	33.47'	185.00'	10°21'59"
L6	8.91'	S89°24'30"E	C6	33.47'	185.00'	10°21'59"
L7	8.91'	S89°24'30"E	C7	31.66'	175.00'	10°21'59"
L8	3.47'	S79°02'31"E	C8	31.66'	175.00'	10°21'59"
L9	59.23'	S89°24'30"E	C9	33.47'	185.00'	10°21'59"
L10	3.47'	N80°13'32"E	C10	33.47'	185.00'	10°21'59"
L11	20.93'	S89°24'30"E	C11	31.66'	175.00'	10°21'59"
L12	3.47'	S79°02'31"E	C12	31.66'	175.00'	10°21'59"
L13	59.23'	S89°24'30"E	C13	33.47'	185.00'	10°21'59"
L14	3.47'	N80°13'32"E				
L15	8.91'	S89°24'30"E				
L16	26.42'	S89°24'30"E				
L17	97.21'	N81°37'46"E				
L19	22.71'	S0°35'30"W				



1201818012 - Johnston Farms Filing 3 (DWG) 01 CENTENNIAL DRIVE.dwg (Imp: CENTENNIAL DRIVE) Jun 08, 2022 - 12:43pm, Jdiffer