

**TOWN OF JOHNSTOWN
ANNEXATION AGREEMENT
SOUTH RIDGE ANNEXATION**

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between SOUTHRIDGE HOLDCO, LLC, a Colorado limited liability company (“Owner”), and the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado (“Town”).

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in North Half of the Southwest Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 80.66 acres more or less, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, Owner executed a Petition for Annexation, dated October 14, 2021, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner intends to develop the Property as part of a subdivision to be known as South Ridge and has prepared an Outline Development Plan identifying and illustrating requested zoning, proposed land uses and intended development; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the

contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §§31-12-101, *et seq.*

3. **Owner.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. **Further Acts.** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. **Annexation Documents.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. **Zoning.** The parties recognize that it is the intent and desire of Owner to zone the Property PUD-R (Planned Unit Development – Residential) and, utilizing design review guidelines approved by the Town for residential use, develop the Property in conformity with such zoning.

7. **Non-Conforming Use.** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use.

8. **Water Rights Dedication.** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are more particularly described and defined on **Exhibit B** attached hereto and incorporated herein by reference, and collectively referred to as "Water Rights" including:

- a. The Home Supply Shares; and
- b. The Harry Lateral Shares; and
- c. The LTWD Water.

Owner shall dedicate all such Water Rights represented on **Exhibit B** to the Town within one hundred twenty (120) days following the mutual execution of this Agreement, unless the Town, at its discretion, consents to an extension of time to dedicate such water rights and lateral ditch rights, which consent shall not be unreasonably withheld if based on good faith grounds. The Harry Lateral Shares shall be dedicated to the Town for municipal use. The Home Supply Shares and

LTWD Water shall be dedicated to the Town and retained in a water bank established, at Owner's discretion, for the benefit of Owner or a related entity of Owner for future municipal use. Owner shall not, absent the Town's written consent, transfer, sell, dedicate or otherwise allow the use of such Water Rights outside the boundaries of the Town. Owner specifically agrees that it has not sold or transferred any Water Rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any Water Rights described in **Exhibit B** to the Property without the prior written approval of the Town.

9. **Municipal Services.** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. **Public Improvements.** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

11. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, mineral interest owned by Owner, if any, at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town; except that, contemporaneously with the annexation of the Property, fifty-five (55) feet of right-of-way (minor arterial standard, half right-of-way) for Larimer County Road 3E, to the existing centerline of the road, shall be dedicated by Deed of Dedication, in the form attached hereto and incorporated herein by reference as **Exhibit C**. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

12. **Water and Waste Water Utilities.** Owner agrees to construct all on-site and required off-site water and waste water mains and appurtenances to Town standards at Owner's expense. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

13. **Drainage.** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns

shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

14. **Limitation on Fee Impositions by the Town.** The parties recognize and agree that the Property shall be subject to typical development fees similar to those that are imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted impact fees and a special fee, known as the 402 Interchange Fee, that will apply to this development and will be required to be paid prior to the issuance of building permits for the Property.

15. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

16. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

17. **Special Districts.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009.

- a. Owner may include the Property into one of the Villages at Johnstown Metropolitan District Nos. 1-8 following the Town's annexation of the Property, on the condition that the annexation is not subject to a legal challenge. The Town hereby consents to such inclusion, subject to the Consolidated Service Plan for the Villages at Johnstown Metropolitan District Nos. 1-8, approved on March 19, 2018, as amended, the Intergovernmental Agreement between the Town and Villages at Johnstown Metropolitan District Nos. 1-8, dated March 19, 2018, and any other applicable intergovernmental agreements executed by and between the Town and the Villages at Johnstown Metropolitan District Nos. 1-8.

18. **Future Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

19. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

20. **Failure to Annex.** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

21. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

22. **Breach.** In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

- (I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;
- (II) A requirement that the security given for the completion of the public improvements;
- (III) The refusal to consider further development plans within the Property; and/or
- (IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

23. **Attorney's Fees.** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Municipal Annexation Act of 1965, § 31-12-101, *et seq.*, C.R.S. (the "Act"), were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions

of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

24. **Assignments.** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee.

25. **Town Police Powers.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

26. **Design Review Guidelines.** The Town and Owner shall jointly develop and agree to adopt design review guidelines addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The design review guidelines shall be applied to all development projects within the Property. The design review guidelines shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town. Owner has submitted design review guidelines for the Property, to be reviewed and approved by the Town.

27. **Notice.** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered or; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or 3) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown
ATTN: Town Manager
450 S. Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

With copy to:

Law Office of Avi S. Rocklin, LLC
Town Attorney
1437 N. Denver Avenue #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Notice to Owner:

SOUTHRIDGE HOLDCO, LLC
Attention: Roy Bade
Copy: Courtney Crump
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com
Email: Courtney.Bring@caliberco.com

With copy to:

Hunter & Goodhue, PLLC
Attention: Mark F. Hunter
4845 Pearl East Circle, Suite 101
Boulder, CO 80301
Email: mark@huntgoodlaw.com

28. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

29. ***Cost Reimbursement to Town.*** Owner and/or a developer shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

30. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

31. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer or Weld County, Colorado.

32. ***Default.*** In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation at a location that is not more than sixty miles from the Property, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence a legal action.

33. **Headings.** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

34. **Amendments to Law.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

35. **No Vested Rights.** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

36. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

37. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

38. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

39. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

[Remainder of page intentionally left blank.]

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION**

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

SOUTHRIDGE HOLDCO, LLC

By: Southridge ManageCo, LLC
a Colorado limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: _____
Name: Jennifer Schrader
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by Southridge HoldCo, LLC, a Colorado limited liability company, by Jennifer Schrader, Director.

Witness my hand and official seal.

My commission expires: _____

Notary Public

My commission expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARIMER COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26 AND ARE ASSUMED TO BEAR NORTH 01°02'40" EAST.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE ON THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 01°02'40" EAST, A DISTANCE OF 1320.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ON SAID WEST LINE, NORTH 01°02'40" EAST, A DISTANCE OF 1,318.14 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 26, AND A POINT ON THE SOUTH LINE OF R & D DEVELOPMENT ANNEXATION NO. ONE;

THENCE ON THE NORTH LINE SAID SOUTHWEST QUARTER, AND THE SOUTH LINES OF R & D ANNEXATION NO. ONE, TWO AND THREE SOUTH 88°53'53" EAST, A DISTANCE OF 2601.80 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E;

THENCE LEAVING THE SOUTH LINE OF R & D ANNEXATION NO. THREE AND CONTINUING ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 88°53'53" EAST, A DISTANCE OF 30.00 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 26;

THENCE ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, SOUTH 89°45'30" EAST, A DISTANCE OF 30.00 FEET, TO A POINT THE EAST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E;

THENCE ON SAID EAST RIGHT OF WAY LINE, SOUTH 01°09'29" WEST 1,323.61 FEET;

THENCE N 88°47'23" W, A DISTANCE OF 2,659.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 80.66 ACRES.

EXHIBIT B

WATER RIGHTS

1. Two and ½ Shares of Capital Stock in The Consolidated Home Supply Ditch and Reservoir Company, Share Certificate No. 7103, and one (1) Share of Capital Stock in The Consolidated Home Supply Ditch and Reservoir Company, Share Certificate No. 7104 (collectively the “Home Supply Shares”).
2. Two Shares of Capital Stock in the Harry Lateral Ditch Company, Share Certificate No. 446, and two Shares of Capital Stock in the Harry Lateral Ditch Company, Share Certificate No. 447 (collectively the “Harry Lateral Shares”).
3. All water and water rights represented by the Little Thompson Water District, water tap, Tap Nos. 4257 and 4378 (the “LTWD Water”).

EXHIBIT C

**FORM OF DEED OF DEDICATION
Larimer County Road 3E Right of Way**

DEED OF DEDICATION FOR RIGHT OF WAY

(_____)

KNOW ALL BY THESE PRESENTS, that Southridge HoldCo, LLC, a Colorado limited liability company (“Grantor”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby dedicate, grant, transfer and convey to the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (“Grantee”), and Grantee does hereby accept on behalf of the public, for use as a public right-of-way for street, road and utility purposes, on, over, across, under, along, and within, the real property located in Larimer County, State of Colorado, as described on Exhibit A attached hereto and incorporated herein by this reference, containing a legal description and a depiction of the real property, with all appurtenances (the “Property”).

TO HAVE AND TO HOLD the above described, dedicated, granted, transferred and conveyed Property unto said Grantee, its successors and assigns forever.

Grantor warrants and covenants to Grantee that Grantor is the lawful owner of the Property, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has the right and authority to dedicate, grant and convey said Property as set forth herein, and that the Property is free from all encumbrances and restrictions of any kind, except general taxes for the current or subsequent years. Grantor, its successors and assigns, shall warrant and forever defend the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

Acceptance of this conveyance by the Grantee shall not impose upon the Grantee any obligation for the opening, widening, installation, improvement or maintenance of the Property.

IN WITNESS WHEREOF, the parties have executed this document this _____ day of _____, 20____.

SOUTHRIDGE HOLDCO, LLC

By: Southridge ManageCo, LLC
a Colorado limited liability company

Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company

Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company

Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation

Its: Manager

By: _____

Name: Jennifer Schrader

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by Southridge HoldCo, LLC, a Colorado limited liability company, by Jennifer Schrader, Director.

Witness my hand and official seal.

My commission expires: _____

Notary Public

My commission expires: _____

ACCEPTANCE

The Town of Johnstown, Colorado, hereby accepts the above Deed of Dedication for Right of Way for municipal purposes as defined herein.

Dated this ____ day of _____, 20__.

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Matthew LeCerf, Town Manager

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

Legal Description