

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 12)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”), and **Clayton Properties Group II, Inc.**, a Colorado corporation, d/b/a Oakwood Homes (the “Developer”).

WITNESSETH:

WHEREAS, Developer is the fee simple owner of a parcel of land situated in the Town of Johnstown, County of Larimer, 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 Thompson River Ranch Filing No. 12 (“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 No. 2021-____, 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.

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 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are complete which starts the Warranty Period.

1.8 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements which ends the Warranty Period.

1.9 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters.

1.10 **“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, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements

include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.11 “**Site Development Plan**” shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.12 “**Subdivision Improvements**” shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.13 “**Town**” shall mean the Town of Johnstown, Colorado.

1.14 “**Town Engineer**” shall mean the professional engineer designated by the Town Manager.

1.15 “**Town Manager**” shall include the Town Manager and his authorized designees.

1.16 “**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 for review and shall participate in a pre-construction meeting with the Town Public Works Department. 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 any encumbrances, 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 encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Developer shall use best efforts to provide any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. 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:*

2.2.1 Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Approved 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.

2.2.2 At least three (3) days prior to the commencement of any required off-site construction, Developer shall use commercially reasonable efforts to provide written notice to all property owners within a 500-foot radius of the construction of the fact of the construction along with contact information for the Developer. Such contact list shall be provided to the Town with a copy of the notification prior to the commencement of the construction. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

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 Manager informed by monthly status reports 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 Public Improvements no later than eighteen (18) months from the commencement of the construction, 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 Notice of Construction Acceptance has been provided for 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 stormwater improvements, irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, 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. 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 and County.

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 contractor. 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.

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 may, in its discretion, 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 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. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by the homeowners.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, 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.

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

Notice of Construction Acceptance: Developer shall make written application to the Town Manager for acceptance of the Public Improvements 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 a Notice of Construction 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 the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of 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 (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** From the Notice of Construction Acceptance until Final Acceptance of the Public Improvements (the “Warranty Period”), 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 and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements 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 the issuance of the Notice of Construction 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 issuance of the Notice of Construction Acceptance of the Public Improvements, which time period may be extended in the Town’s discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements and the landscaping (“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 and the landscaping is established, the Town Manager shall provide certification of completion by issuance of a Notice of 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 or that the landscaping is not properly established, 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 and the landscaping. Failure of the Developer to make a timely request for the issuance of a Notice of 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 *Dedication and Maintenance of Subdivision Improvements:* Upon Final Acceptance of the Subdivision Improvements: (1) unless otherwise agreed by the Town and Developer, the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by a metropolitan or special district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 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. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

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 Larimer 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 and Fire District; (3) Developer has received written notice of Notice of Construction 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; and (6) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

7.3 If at any time the Town determines that 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.

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. or dusk, whichever is earlier, and 7:00 a.m. on weekdays and between the hours of 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 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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 hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines 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 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

9.4 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 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.
- C. 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.
- D. 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 at minimum 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.

9.4 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.

9.5 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, 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 for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements 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) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, 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.

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.

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 professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development.

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, 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 the issuance of the Notice of Construction 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, and without limitation, 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-ups for any area within the Development. 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:** This Agreement shall 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 the Agreement 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, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town Council.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property 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:

CLAYTON PROPERTIES GROUP II, INC.
Attention: Brett Price, Vice President
Land Development
4908 Tower Road
Denver, CO 80249
Email: BPrice@OakwoodHomesCo.com

TO TOWN:

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

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #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 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.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 9 day of September, 2021.

Clayton Properties Group II, Inc.

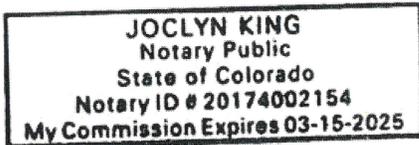
By: [Signature]
Name: Bruce Rau
Title: Assistant Secretary

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 9 day of September, 2021, by Bruce Rau as Assistant Secretary of Clayton Properties Group II, Inc.

WITNESS my hand and official seal.
My commission expires: March 15, 2025

[Signature]
Notary Public



TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Gary Lebsack

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 12)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION (Property)

THOMPSON RIVER RANCH FILING NUMBER 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, THE ENTIRE PARCEL DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A;

THENCE ON SAID SOUTH AND WEST LINES FOR THE FOLLOWING 21 COURSES;

- 1) THENCE N46°37'38"W, A DISTANCE OF 227.23 FEET;
- 2) THENCE N67°55'21"W, A DISTANCE OF 153.22 FEET;
- 3) THENCE S88°54'12"W, A DISTANCE OF 106.15 FEET;
- 4) THENCE N74°07'33"W, A DISTANCE OF 111.43 FEET;
- 5) THENCE N52°07'08"W, A DISTANCE OF 127.74 FEET;
- 6) THENCE N44°50'40"W, A DISTANCE OF 144.73 FEET;
- 7) THENCE N61°47'45"W, A DISTANCE OF 146.76 FEET;
- 8) THENCE N64°18'48"W, A DISTANCE OF 11.37 FEET;
- 9) THENCE N65°13'43"W, A DISTANCE OF 109.68 FEET;
- 10) THENCE N63°45'44"W, A DISTANCE OF 366.30 FEET;
- 11) THENCE N58°02'11"W, A DISTANCE OF 100.01 FEET;
- 12) THENCE N63°00'36"W, A DISTANCE OF 157.71 FEET;
- 13) THENCE N60°40'08"W, A DISTANCE OF 187.11 FEET;
- 14) THENCE N49°52'25"W, A DISTANCE OF 154.76 FEET;
- 15) THENCE N48°46'36"W, A DISTANCE OF 17.16 FEET;
- 16) THENCE N12°28'42"E, A DISTANCE OF 22.66 FEET;
- 17) THENCE N12°33'00"E, A DISTANCE OF 210.68 FEET;
- 18) THENCE N50°20'00"W, A DISTANCE OF 84.66 FEET;
- 19) THENCE N00°17'37"E, A DISTANCE OF 136.59 FEET;
- 20) THENCE S89°42'23"E, A DISTANCE OF 432.80 FEET;
- 21) THENCE S84°54'14"E, A DISTANCE OF 71.92 FEET TO THE EAST RIGHT OF WAY LINE OF BARKWOOD DRIVE;

THENCE ON SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING 6 COURSES;

- 1) THENCE N05°05'46"E, A DISTANCE OF 460.11 FEET;
- 2) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 12°43'58", A DISTANCE OF 37.78 FEET, A CHORD BEARING OF N11°27'46"E WITH A CHORD DISTANCE OF 37.70 FEET;
- 3) THENCE N17°49'45"E, A DISTANCE OF 80.48 FEET;
- 4) THENCE ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 12°43'58", A DISTANCE OF 51.11 FEET, A CHORD BEARING OF N11°27'46"E WITH A CHORD DISTANCE OF 51.01 FEET;
- 5) THENCE N05°05'46"E, A DISTANCE OF 7.57 FEET;

- 6) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°57'42", A DISTANCE OF 31.40 FEET, A CHORD BEARING OF N50°04'37"E WITH A CHORD DISTANCE OF 28.27 FEET TO THE SOUTH RIGHT OF WAY LINE OF RIVER RANCH PARKWAY;

THENCE ON SAID SOUTH RIGHT OF WAY LINE FOR THE FOLLOWING 9 COURSES;

- 1) THENCE S84°56'12"E, A DISTANCE OF 208.01 FEET;
- 2) THENCE S84°54'14"E, A DISTANCE OF 544.00 FEET;
- 3) THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF S39°54'14"E WITH A CHORD DISTANCE OF 28.28 FEET;
- 4) THENCE S84°54'14"E, A DISTANCE OF 60.00 FEET TO A NON-TANGENT CURVE;
- 5) THENCE ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, A CHORD BEARING OF N50°05'46"E WITH A CHORD DISTANCE OF 28.28 FEET;
- 6) THENCE S84°54'14"E, A DISTANCE OF 22.44 FEET;
- 7) THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 29°05'39", A DISTANCE OF 266.59 FEET, A CHORD BEARING OF N80°32'57"E WITH A CHORD DISTANCE OF 263.73 FEET;
- 8) THENCE N66°00'07"E, A DISTANCE OF 22.03 FEET;
- 9) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 96°19'12", A DISTANCE OF 33.62 FEET, A CHORD BEARING OF S65°50'17"E WITH A CHORD DISTANCE OF 29.80 FEET TO THE WEST RIGHT OF WAY LINE OF HIGH PLAINS BOULEVARD;

THENCE ON SAID WEST RIGHT OF WAY LINE FOR THE FOLLOWING 8 COURSES;

- 1) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 883.00 FEET, A CENTRAL ANGLE OF 03°48'16", A DISTANCE OF 58.63 FEET, A CHORD BEARING OF S15°46'33"E WITH A CHORD DISTANCE OF 58.62 FEET;
- 2) THENCE S13°52'25"E, A DISTANCE OF 143.67 FEET;
- 3) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 09°32'58", A DISTANCE OF 4.83 FEET, A CHORD BEARING OF S09°05'56"E WITH A CHORD DISTANCE OF 4.83 FEET;
- 4) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 04°37'04", A DISTANCE OF 72.14 FEET, A CHORD BEARING OF S02°00'55"E WITH A CHORD DISTANCE OF 72.12 FEET;
- 5) THENCE S00°17'37"W, A DISTANCE OF 962.12 FEET;
- 6) THENCE ON SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2940.00 FEET, A CENTRAL ANGLE OF 00°18'38", A DISTANCE OF 15.93 FEET, A CHORD BEARING OF S00°26'56"W WITH A CHORD DISTANCE OF 15.93 FEET;
- 7) THENCE S05°14'36"W, A DISTANCE OF 100.27 FEET;
- 8) THENCE S00°15'52"W, A DISTANCE OF 701.74 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,485,623 SQUARE FEET OR 57.062 ACRES.

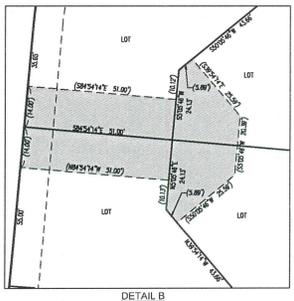
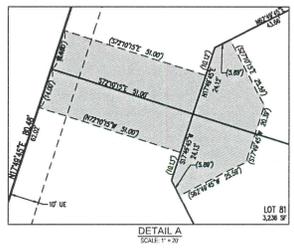
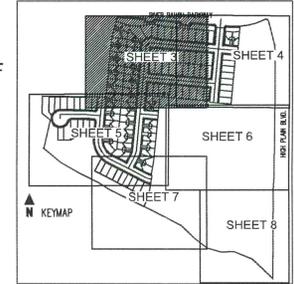
EXHIBIT B-1

PLAT

(SEE ATTACHED)

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED AT RECEPTION NO. 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NO. 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



- LEGEND**
- PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - - - EASE ALONG LINE
 - - - - - EASEMENT LINE
 - ◆ ALGIDITY CORNER (AS DESCRIBED)
 - FOUND 2" x 8 1/2 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLUS 3000" UNLESS OTHERWISE NOTED
 - SET 2" x 3 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLUS 3000" UNLESS OTHERWISE NOTED
 - FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP, STAMPED "PLS 3000"
 - FOUND NO. 4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 3000"
 - REC. NO. RECEPTION NUMBER
 - UE UTILITY EASEMENT
 - ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT
 - (D&W) ALL EASEMENT DIMENSIONS ARE IN FEET/INCHES
 - RIGHT OF WAY BEING INDICATED BY THIS PLAT



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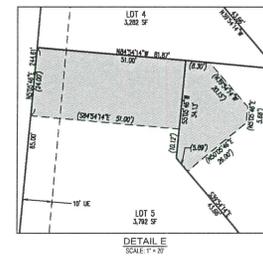
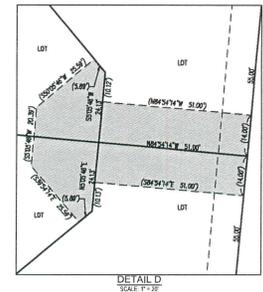
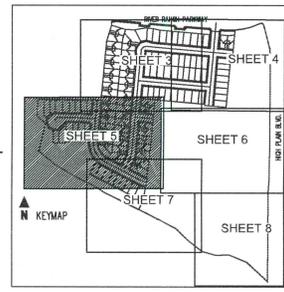
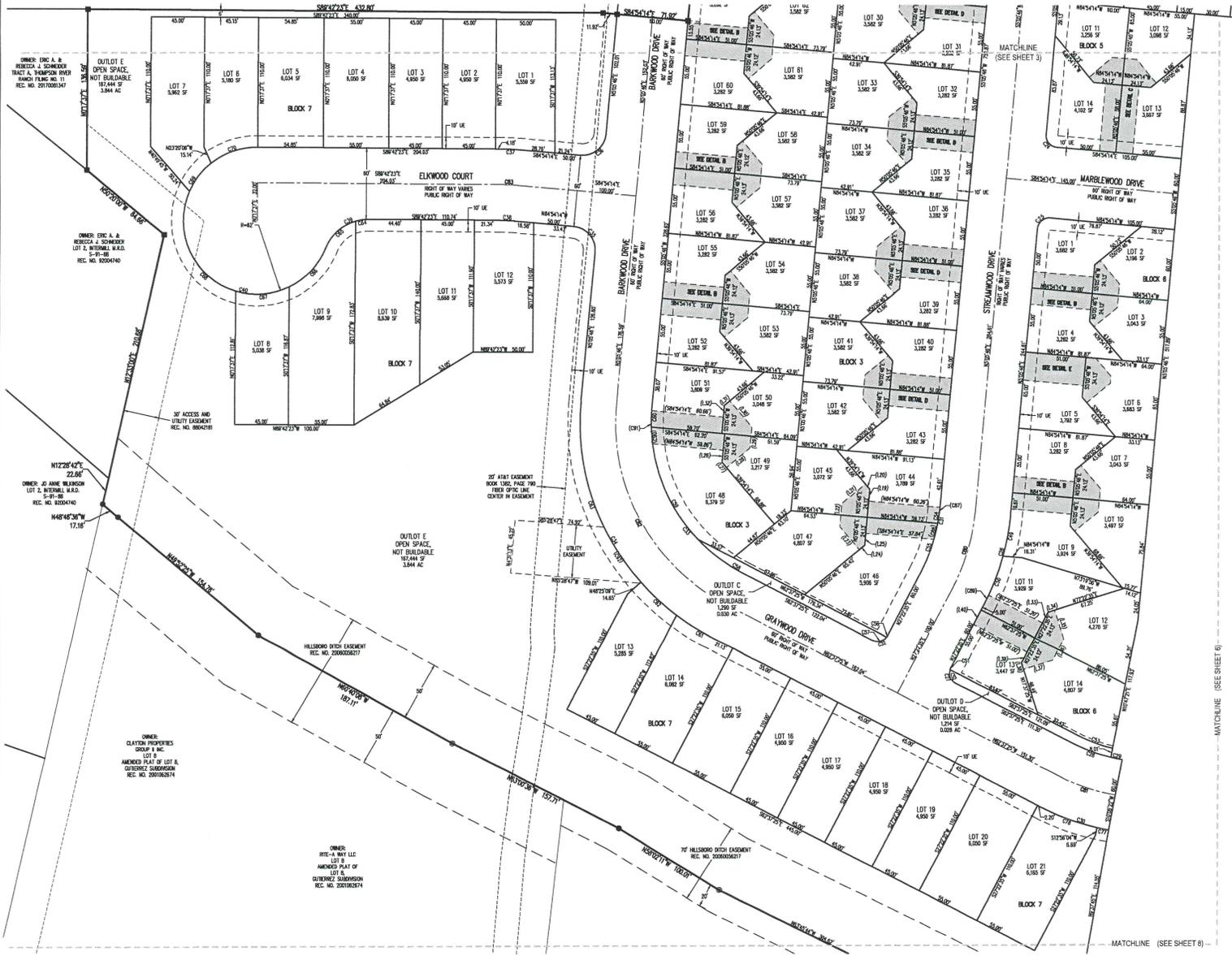
THOMPSON RIVER RANCH FILING NO. 12
 FINAL PLAT

#	Date	Issue / Description	By
1.	02/22/2022	ISSUE COMMENTS	AM
2.	22/03/21	ISSUE COMMENTS	AM

Project No: CP02000032.10
 Drawn by: JN
 Checked by: FAK
 Date: 01/12/2021

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED AT RECEPTION NO. 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NO. 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



- LEGEND**
- PROPERTY LINE
 - - - ADJACENT PROPERTY LINE
 - - - - - PLASS ALIQUOT LINE
 - - - - - EASEMENT LINE
 - ◆ ALIQUOT CORNER (AS DESCRIBED)
 - FOUND 24" x 4" x 5" BEAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS SHRP7 UNLESS OTHERWISE NOTED
 - SET 24" x 4" x 5" BEAR WITH 1-1/4" PINK PLASTIC CAP, STAMPED PLS SHRP7 UNLESS OTHERWISE NOTED
 - FOUND 24" x 5" BEAR WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS SHRP7
 - FOUND 24" x 4" BEAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS SHRP7
 - REC. NO. RECEPTION NUMBER
 - UE UTILITY EASEMENT
 - ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS
 - (DA) ALL EASEMENT DIMENSIONS ARE IN FEET/INCHES



Galloway
 5295 Ronald Reagan Blvd., Suite 210
 Johnstown, CO 80438
 970.800.3300
 info@galloway5.com

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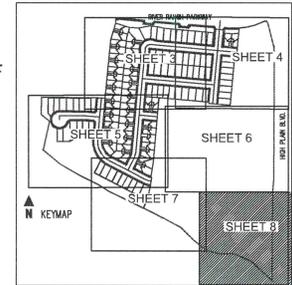
THOMPSON RIVER RANCH FILING NO. 12
 FINAL PLAN

#	Date	Issue / Description	INT.
1	2/27/2024	TOWN COMMENTS	201
2	2/28/2024	TOWN COMMENTS	201

Project No: CP20240662.10
 Drawn By: JAC
 Checked By: FAC
 Date: 01-12-2024

THOMPSON RIVER RANCH SUBDIVISION FILING NO. 12

TRACT A, THOMPSON RIVER RANCH FILING NO. 8 RECORDED AT RECEPTION NO. 20210038855 AND PART OF TRACT B, THOMPSON RIVER RANCH FILING NO. 5 RECORDED AT RECEPTION NO. 20170045194 TOGETHER WITH PART OF THE RIVER RANCH PARKWAY, ALL LOCATED IN THE EAST HALF OF SECTION 23, T. 5 N., R. 68 W. OF THE 6TH P.M., JOHNSTOWN, LARIMER COUNTY, COLORADO



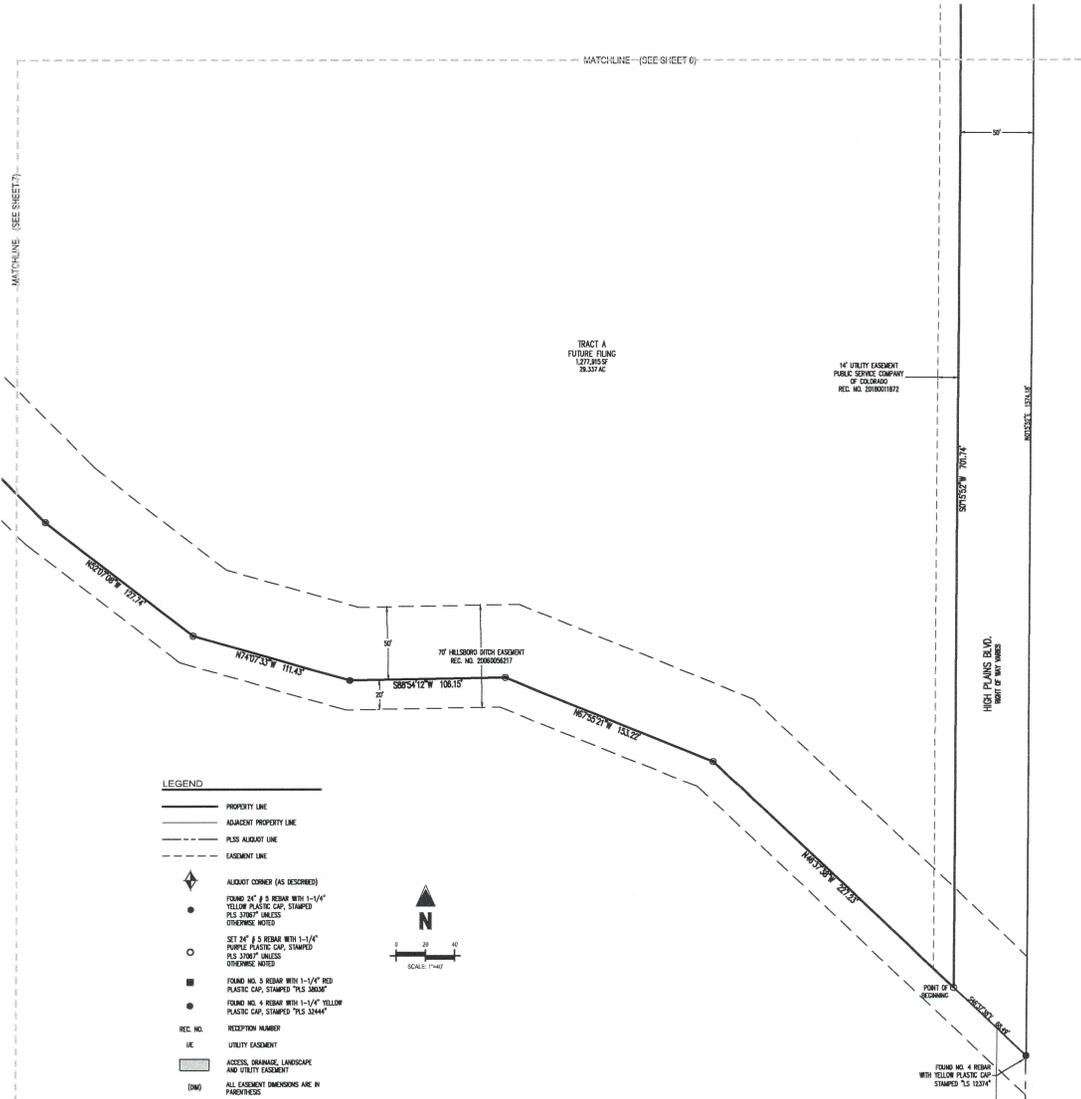
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THOMPSON RIVER RANCH FILING NO. 12

FINAL PLAN



- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - - - - - PLSS ALBERT LINE
 - - - - - EASEMENT LINE
 - ◆ ALBERT CORNER (AS DESCRIBED)
 - FOUND 2" # 3 BEAM WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32047 UNLESS OTHERWISE NOTED
 - SET 2" # 5 BEAM WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 32047 UNLESS OTHERWISE NOTED
 - FOUND NO. 5 BEAM WITH 1-1/4" RED PLASTIC CAP, STAMPED PLS 32047
 - FOUND NO. 4 BEAM WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 32047
 - REC. NO. RECEPTION NUMBER
 - UE UTILITY EASEMENT
 - ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENT
 - (DMS) ALL EXISTENT DIMENSIONS ARE IN PARENTHESIS

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C12	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C13	90°00'00"	15.71	10.00	S00°05'46"W	14.14
C14	90°00'00"	15.71	10.00	N00°05'46"E	14.14
C15	90°00'00"	15.71	10.00	N39°54'14"E	14.14
C16	90°00'00"	15.71	10.00	N00°05'46"E	14.14
C17	90°00'00"	15.71	10.00	N39°54'14"E	14.14
C18	143°02'31"	46.22	188.00	S77°32'36"E	46.11
C19	118°32'31"	368.86	78.00	N00°05'46"E	133.84
C20	143°02'31"	46.22	188.00	N1°36'33"W	46.11
C21	90°00'00"	15.71	10.00	S00°05'46"W	14.14
C22	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C23	90°00'00"	15.71	10.00	S00°05'46"W	14.14
C24	90°00'00"	15.71	10.00	S39°54'14"E	14.14
C25	90°00'00"	15.71	10.00	S00°05'46"W	14.14
C26	22°38'48"	79.72	200.00	S16°11'11"W	79.22
C27	90°00'00"	15.71	10.00	S17°37'25"E	14.14
C28	137°32'31"	54.23	145.00	S89°23'12"E	54.15
C29	37°47'31"	9.35	145.00	S77°38'46"E	9.35
C30	177°51'31"	61.81	200.00	N77°14'01"W	61.39
C31	22°38'48"	36.38	145.00	N61°14'11"E	36.33
C32	90°00'00"	15.71	10.00	N77°32'31"E	14.14
C33	87°43'17"	171.36	145.00	S28°45'42"E	161.56
C34	87°43'17"	242.30	205.00	N02°49'46"W	228.44
C35	90°00'00"	31.42	205.00	N39°54'14"W	28.28
C36	90°00'00"	31.42	205.00	N00°05'46"E	28.28
C37	47°48'08"	17.18	205.00	S87°10'18"E	17.18
C38	47°48'08"	12.15	145.00	N87°18'18"W	12.15
C39	68°53'38"	45.70	35.00	S50°07'38"W	42.89
C40	249°53'38"	288.34	82.00	N04°09'22"W	102.25
C41	73°57'49"	24.82	188.00	S81°07'17"E	24.80
C42	87°37'28"	21.41	188.00	N74°04'42"W	21.40
C43	18°40'28"	22.83	78.00	N77°12'08"W	22.75
C44	39°07'14"	48.33	78.00	S77°38'25"W	38.89
C45	25°01'34"	34.07	78.00	S50°01'37"W	33.80
C46	38°20'17"	48.47	78.00	S19°23'27"W	48.64
C47	18°24'44"	14.17	78.00	S34°07'07"E	14.18

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C48	178°47'47"	4.75	188.00	S42°23'12"W	4.75
C49	87°36'25"	35.57	205.00	N03°03'39"E	35.58
C50	127°29'24"	44.15	205.00	N01°12'23"E	44.07
C51	117°52'13"	2.81	10.00	N01°36'29"E	2.81
C52	79°27'47"	13.89	10.00	N03°23'31"W	12.85
C53	127°29'24"	32.82	137.00	S89°17'26"E	32.86
C54	47°48'08"	12.40	145.00	S72°45'49"W	12.40
C55	177°27'47"	43.88	145.00	S18°41'12"W	43.88
C56	117°52'13"	2.81	10.00	N33°38'42"E	2.81
C57	79°27'47"	13.89	10.00	S78°04'42"E	12.85
C58	187°07'18"	48.39	145.00	N18°53'48"W	48.17
C59	41°53'37"	106.02	145.00	N22°37'28"W	103.87
C60	87°47'18"	18.87	145.00	N1°47'37"E	18.86
C61	87°36'24"	34.82	205.00	S37°52'08"E	33.89
C62	117°52'10"	41.27	205.00	S47°20'31"E	41.29
C63	48°40'23"	187.01	205.00	S18°44'32"E	182.43
C64	187°12'17"	10.75	38.00	N02°11'29"E	10.71
C65	82°41'42"	54.85	38.00	N47°44'29"E	53.73
C66	42°22'22"	45.85	82.00	N42°44'46"E	44.89
C67	47°48'16"	48.25	82.00	N05°09'17"E	48.18
C68	86°12'32"	104.65	82.00	S25°09'13"E	103.67
C69	287°02'08"	30.30	82.00	S37°13'14"W	30.00
C70	300°30'27"	42.28	82.00	S76°02'32"W	41.47
C71	87°02'38"	82.80	82.00	S89°25'40"E	82.82
C72	205°02'47"	163.88	82.00	N78°01'31"E	162.75
C73	87°02'34"	19.39	175.00	N82°14'48"E	19.38
C74	81°17'34"	18.39	175.00	N44°47'48"E	18.38
C75	87°02'38"	36.89	230.00	N10°12'31"E	36.86
C76	332°32'31"	14.42	230.00	N63°23'31"E	14.42
C77	246°47'42"	8.94	205.00	S72°17'17"E	8.94
C78	142°48'31"	51.87	205.00	S89°27'40"E	51.84
C79	90°00'00"	82.83	40.00	N00°00'46"E	82.83
C80	177°51'31"	68.25	175.00	N61°14'11"E	67.82
C81	177°51'31"	82.80	175.00	N17°10'17"W	82.48
C82	87°43'17"	208.84	175.00	N26°45'48"W	198.00
C83	47°48'08"	14.87	175.00	S87°14'48"E	14.88

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
(C84)	177°29'24"	14.08	78.00	S42°35'37"W	14.08
(C85)	177°29'24"	14.08	78.00	S22°35'14"W	14.08
(C86)	47°18'24"	14.03	188.00	S1°36'46"W	14.03
(C87)	47°48'02"	12.40	145.00	S72°46'42"W	12.40
(C88)	57°20'54"	14.13	145.00	S124°27'27"W	14.13
(C89)	27°03'25"	9.00	205.00	S28°10'08"W	9.00
(C90)	57°38'11"	14.20	145.00	N42°43'53"W	14.20
(C91)	57°20'54"	14.04	145.00	N1°08'28"E	14.03
(C92)	15°48'44"	58.84	205.00	N37°07'38"W	58.48

PARCEL CURVE SEGMENT TABLE		PARCEL CURVE SEGMENT TABLE			
LINE TAG #	BEARING	LENGTH (FT)	BEARING		
(L1)	N02°14'34"W	20.00	(L21)	S00°00'46"E	25.50
(L2)	N48°54'14"W	53.24	(L22)	S35°05'46"E	20.50
(L3)	N00°05'46"E	10.12	(L23)	S39°54'14"E	25.50
(L4)	S00°04'46"W	5.86	(L24)	N00°00'46"E	5.86
(L5)	S39°54'14"W	25.50	(L25)	N39°54'14"E	10.13
(L6)	S35°05'46"W	20.50	(L26)	N39°54'14"E	10.13
(L7)	S39°54'14"E	25.50	(L27)	N39°54'14"W	5.86
(L8)	N00°00'46"E	5.86	(L28)	S00°00'46"W	25.50
(L9)	N39°54'14"W	10.13	(L29)	S39°54'14"W	17.89
(L10)	S39°54'14"E	43.04	(L30)	S39°54'14"E	28.12
(L11)	S24°14'34"E	11.81	(L31)	N00°00'46"E	5.86
(L12)	N39°54'14"E	10.12	(L32)	N39°54'14"E	10.12
(L13)	N39°54'14"W	5.86	(L33)	N07°22'30"E	10.12
(L14)	S39°54'14"W	25.50	(L34)	N17°22'30"E	5.86
(L15)	S35°05'46"W	20.50	(L35)	S17°22'30"E	5.86
(L16)	S39°54'14"E	25.50	(L36)	S27°22'30"W	20.50
(L17)	N00°00'46"E	5.86	(L37)	S72°22'30"W	25.50
(L18)	N39°54'14"E	10.13	(L38)	N17°22'30"E	5.86
(L19)	N39°54'14"E	10.12	(L39)	N07°22'30"E	10.13
(L20)	N39°54'14"W	5.86	(L40)	N07°22'30"E	14.00

#	Date	Issue / Description	Int.
1.	10/27/2020	TITLE COMMITTEE	ALL
2.	2/24/2021	TOWN COMMENTS	ALL

Prep'd by:	CPG/MG/LL
Drawn by:	AM
Checked by:	FXC
Date:	01.12.2021

EXHIBIT B-2

RESOLUTION APPROVING PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Community Building.** Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1, approved June 5, 2006, on or before the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier.
2. **High Plains Boulevard – Interim Arterial.** Per the Subdivision and Development Agreements for Filings 5, 6, 7, 8 and 10 of the Thompson River Ranch Subdivision, Developer was required to have completed construction to improve High Plains Boulevard (Larimer County Road 3) to an Interim Arterial standard within Town Limits to the Hillsborough Ditch crossing. Developer was further required to extend High Plains Boulevard across the Hillsborough Ditch south to Larimer County Road 18 to a special Interim Arterial section, with appropriate improvements at the Freedom Parkway (Larimer County Road 18) intersection, as determined by the Town Traffic Engineer. The Developer has only completed a portion of required improvements and has presented evidence to the Town illustrating dependence upon third-parties (developers, utilities) to complete all the planned improvements.

As set forth herein, the Town hereby grants the Developer an extension to complete the High Plains Boulevard improvements. Developer shall prioritize completion of the section of the roadway improvement from Larimer County Road 18 to the north side of the Hillsborough Ditch crossing and north of River Ranch Parkway – both of which segments shall be completed by December 31, 2021, unless the Town Manager otherwise authorizes an extension of time. The roadway improvements along the central section from River Ranch Parkway to the Hillsborough Ditch require undergrounding of electrical lines. The High Plains Boulevard improvements, as set forth in and required by this Paragraph 2, shall be completed no later than October 31, 2022. If the improvements are not completed by such date, the parties agree that the Town shall not issue additional building permits until the High Plains Boulevard improvements are complete and have been accepted by the Town.

To the extent of a conflict between this Paragraph 2 and the obligation to construct the High Plains Boulevard improvements as set forth in in the Subdivision Improvement and Development Agreements for other Filings 5, 6, 7, 8 and 10 of the Thompson River Ranch subdivision, the obligations and deadlines set forth herein shall supersede and replace the obligations set forth in the prior agreements.

3. **High Plains Boulevard – Paving Completion.** Per the Delich Traffic Impact Study dated February 2021 and the Larimer County public works standards, which include a maximum

400 VPD (vehicles per day) trigger for road paving, High Plains Boulevard shall be paved in coordination with and permitted by Larimer County engineering staff to the point where the pavement currently ends, just north of Larimer County Road 20C, which includes approximately 1,500 linear feet to the northern boundary of Thompson River Ranch. Based on the Larimer County Engineering Department letter dated August 27, 2021, the improvements to High Plains Boulevard will consist of two (2) twelve-foot (12') wide asphalt traffic lanes with a five foot (5') paved shoulder on each side constructed to match the existing road grade, and a drainage swale, per specifications, if required by the county. No other roadway improvements including, but not limited to, curb and gutter, trails, sidewalks, or utilities will be required. Said paving improvements shall be completed no later than October 31, 2022.

4. **High Plains Boulevard – Big Thompson Bridge Interim Improvements.** The Developer shall pave High Plains Boulevard flush to the bridge deck per the Larimer County Engineering Department letter dated August 27, 2021. Said paving improvements shall be completed no later than October 31, 2022, in coordination with and permitting by Larimer County

5. **High Plains Boulevard – Freedom Parkway (Larimer County Road 18) Intersection Improvements.** Per the Delich Associates Memorandum dated September 3, 2021, the intersection of Freedom Parkway (Larimer County Road 18) and High Plains Boulevard will not meet signal warrants in the short term (2025), but will by the long term (2040) at which time the total share of traffic attributable to Thompson River Ranch will be 9.5%. Therefore, based on a current cost estimate of \$500,000 for a traffic signal, Developer agrees to pay the Town ten percent (10.0%) or \$50,000 prior to recordation of the Filing 12 Plat as full and final payment for its pro rata portion of the cost of the installation of the traffic signals and other related costs and improvements at the intersection.

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS (ATTACHED)

EXHIBIT C



5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300 • GallowayUS.com

Thompson River Ranch Filing 12

Engineer's Opinion of Probable Cost of Public Improvements

Date

August 20, 2021

Group	Activity	Unit	Qty	Unit Cost	Total Cost
Sanitary					
Sanitary	8" Sanitary Sewer	Linear Feet	3764	\$ 45.00	\$ 169,359.92
Sanitary	12" Sanitary Sewer	Linear Feet	2125	\$ 55.00	\$ 116,875.00
Sanitary	4' DIA Sanitary Sewer Manhole	Each	58	\$ 4,500.00	\$ 261,000.00
Sanitary	6' DIA Sanitary Sewer Manhole	Each	8	\$ 7,000.00	\$ 56,000.00
Sanitary	4" Sanitary Service	Each	168	\$ 1,200.00	\$ 201,600.00
Sanitary	Sub Total				\$ 804,834.92
Underdrain					
Underdrain	Underdrain	Linear Feet	5889	\$ 35.00	\$ 206,099.38
Underdrain	Underdrain Cleanouts	Each	66	\$ 1,350.00	\$ 89,100.00
Underdrain	Sub Total				\$ 295,199.38
Water					
Water	8" Water Main	Linear Feet	3829	\$ 36.00	\$ 137,844.00
Water	8" Water Main Tee	Each	17	\$ 1,500.00	\$ 25,500.00
Water	8" Water Main Gate Valve	Each	42	\$ 2,500.00	\$ 105,000.00
Water	8" Water Main Cross	Each	1	\$ 1,500.00	\$ 1,500.00
Water	8" Water Main - 11.25 bend	Each	13	\$ 1,200.00	\$ 15,600.00
Water	8" Water Main - 22.5 bend	Each	4	\$ 1,200.00	\$ 4,800.00
Water	8" Water Main - 45 bend	Each	3	\$ 1,200.00	\$ 3,600.00
Water	8" X 3/4" Single Family Water Service	Each	72	\$ 1,800.00	\$ 129,600.00
Water	Type K Copper Water Service for Carriage Homes Meter Bank	Linear Feet	475	\$ 25.00	\$ 11,875.00
Water	Carriage Home services and Meter Bank (See Detail on CDs)	Each	24	\$ 7,000.00	\$ 168,000.00
Water	Fire Hydrant Assembly Including Lead	Each	11	\$ 8,000.00	\$ 88,000.00
Water	Sub Total				\$ 691,319.00
Storm					
Storm	14" X 23" HERCP	Linear Feet	187	\$ 90.00	\$ 16,825.50
Storm	18" RCP	Linear Feet	55	\$ 55.00	\$ 3,025.00
Storm	19" X 30" HERCP	Linear Feet	75	\$ 122.00	\$ 9,106.08
Storm	24" RCP	Linear Feet	780	\$ 75.00	\$ 58,500.00
Storm	24" X 38" HERCP	Linear Feet	165	\$ 150.00	\$ 24,750.00
Storm	29" X 45" HERCP	Linear Feet	287	\$ 175.00	\$ 50,197.53
Storm	36" RCP	Linear Feet	1759	\$ 120.00	\$ 211,080.00
Storm	48" RCP	Linear Feet	160	\$ 200.00	\$ 32,000.00
Storm	60" RCP	Linear Feet	161	\$ 300.00	\$ 48,300.00
Storm	84" RCP	Linear Feet	231	\$ 550.00	\$ 127,050.00
Storm	Headwall	Each	1	\$ 3,000.00	\$ 3,000.00
Storm	84" RCP FES	Each	1	\$ 5,800.00	\$ 5,800.00
Storm	36" RCP FES	Each	1	\$ 4,200.00	\$ 4,200.00
Storm	24" RCP FES	Each	1	\$ 4,000.00	\$ 4,000.00
Storm	5' DIA Storm Manhole	Each	3	\$ 4,500.00	\$ 13,500.00
Storm	6' DIA Storm Manhole	Each	9	\$ 5,800.00	\$ 52,200.00
Storm	7' DIA Storm Manhole	Each	4	\$ 7,000.00	\$ 28,000.00
Storm	8' DIA Storm Manhole	Each	1	\$ 8,000.00	\$ 8,000.00
Storm	Custom Box Base Manhole (See CDs)	Each	4	\$ 12,000.00	\$ 48,000.00
Storm	5' Type R Inlet	Each	4	\$ 6,250.00	\$ 25,000.00
Storm	10' Type R Inlet	Each	5	\$ 8,750.00	\$ 43,750.00
Storm	15' Type R Inlet	Each	1	\$ 10,750.00	\$ 10,750.00
Storm	Sub Total				\$ 827,034.11

Thompson River Ranch Filing 12

Engineer's Opinion of Probable Cost of Public Improvements

Date

August 20, 2021

Group	Activity	Unit	Qty	Unit Cost	Total Cost
Concrete					
Concrete	5' Wide Sidewalk	Square Feet	44446	\$ 5.00	\$ 222,229.50
Concrete	30" Vertical Curb And Gutter	Linear Feet	584	\$ 18.00	\$ 10,512.00
Concrete	31" Rollover Curb And Gutter	Linear Feet	7756	\$ 19.00	\$ 147,367.23
Concrete	Handicap Ramps	Each	34	\$ 4,000.00	\$ 136,000.00
Concrete	6' Concrete Crosspan	Square feet	432	\$ 12.00	\$ 5,184.00
Concrete	Sub Total				\$ 521,292.73
Asphalt					
Asphalt	Asphalt Paving - Local Street	Square Yard	16430	\$ 30.00	\$ 492,900.00
Asphalt	Aggregate Base Course - Local Street	Square Yard	16430	\$ 12.00	\$ 197,160.00
Asphalt	Sub Total				\$ 690,060.00
Miscellaneous					
Signage	Street Signs	Each	10	\$ 500.00	\$ 5,000.00
Misc.	Sub Total				\$ 5,000.00
Thompson River Ranch Filing 12 Development Costs					\$ 3,834,740.13

NOTE: The above costs include materials and labor.

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 on sight by drafts or written demands up to the aggregate amount of \$ _____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

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