

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT**

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 **Mountain View Land Developers, LLC**, a Colorado limited liability company (“Developer”).

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Mountain View West Subdivision Third Replat (“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 2023-_____, 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.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **“Approved Plans”** shall mean: (1) with respect to the Public Improvements, the approved **“Civil Engineering Construction Plans”** related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved **“the Development Plan”** related to the Development and on file with Town.

1.2 **“Civil Engineering Construction Plans”** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.3 **“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**.

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

1.7 **“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.

1.8 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are complete, which starts the warranty period.

1.9 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements.

1.10 **“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 and postal service boxes.

1.11 **“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, 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**.

1.12 “**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 to perform the obligations set forth in this Agreement.

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

1.16 “**Town Official**” shall include the Town Manager, Town Attorney 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. If phasing is indicated on the approved Civil Engineering Construction Plans, such phasing may be modified only with approvals 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. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements shall be provided 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 Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

2.2.2 At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 300-foot radius of the construction and to any other property owners who are reasonably likely to be impacted by 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 made by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Public Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic 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:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form attached hereto as **Exhibit D**, or an irrevocable letter of credit in the form also 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 the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 **Pre- Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, 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 Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the 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 based on the approved plans generated by a licensed landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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 Development Plan. Any material or work not conforming to the 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 May 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.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to landscaping, 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

5.1 **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, a bond in the form attached hereto as **Exhibit D**, or an irrevocable letter of credit in the form also 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:*** Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense 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, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements. If the Town determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town 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 for a final inspection of the Public Improvements. 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 the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws

and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the homeowners association shall thereafter be deemed to be established.

5.7 *Dedication and Maintenance of Subdivision Improvements:* Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements, including detention and stormwater facilities, irrigation and landscaping of common open spaces and adjacent public rights-of-way shall be owned, operated and maintained, as appropriate by the homeowner's association or a metropolitan district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the homeowner's association, 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 for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (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 and a performance guarantee is in place; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer.

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, on the condition that such improvements be completed prior to the issuance of certificates of occupancy. For purposes of clarity and agreement, the completion of Dry Utilities shall not prevent the issuance of building permits. Developer shall provide signed dry utility agreements and proof of payment to dry utility companies to the Town in order to allow the issuance of building permits. No certificates of occupancy shall be issued until all Dry Utilities are fully completed and operational. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales. Developer reserves the right to request acceptance for each phase separately per the phasing plan provided in Exhibit E, which may be granted at the discretion of the Town.

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 [Intentionally omitted.]

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and all other applicable agreements with the Town 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 the Johnstown Municipal Code, landscape and construction standards and specifications and the Town and PUD design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to an owners association or metropolitan district.

9.4 All Final Plat and construction drawings shall be submitted in 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, its Town Officials, 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, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or, if applicable, 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 the 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 e-mail delivery, but only upon confirmation of receipt of such facsimile or e-mail; (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:

**MOUNTAIN
VIEW LAND DEVELOPERS, LLC**
Attention: Andrew Gerk
33105 CR 33
Greeley, CO 80631

TO TOWN:

TOWN OF JOHNSTOWN
Attention: Town Manger
450 S. Parish Ave.
P. O. Box 609
Johnstown, CO 80534

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. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

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 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 _____ day of _____, 2023.

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: [Signature]
Name: Andrew J Gerke
Title: Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 4 day of May, 2023, by Andrew J Gerke, as the Authorized Agent of Mountain View Land Developers, LLC.

WITNESS my hand and official seal.

My commission expires: 6/17/2023

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

[Signature]
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Troy Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT**

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:	Engineer's Opinion of Probable Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION (Property)

Lot Two (2) Block Two (2), Block Four (4) and Outlot C, Mountain View West Subdivision Replat, Amendment No.1 recorded July 22, 2021 at Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 at Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 at reception No. 4781941 within the records of the Weld County Clerk and Recorder, situated in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.) Town of Johnstown, County of Weld, State of Colorado, containing an area of 17.42 Acres (758,565 sq. ft.) more or less, together with and subject to all easements and right-of-way existing and/or of public record.

EXHIBIT B-1
PLAT OR PLAN
(SEE ATTACHED)

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and

Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,

Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Mountain View Land Developers, LLC, a Colorado limited liability company and Parish, LLC, a Colorado limited liability company, being the owners of the following described property:

Lot Two (2), Block Two (2), Block Four (4) and Outlot C of Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 of Reception No. 4738024 and Tract A, Block Three (3), 1st Replat of Block 1 Mountain View West Subdivision Replat recorded November 18, 2021 of Reception No. 4777371 and Cover Sheet re-recorded December 3, 2021 of Reception No. 4781941 within the records of the Weld County Clerk and Recorder, situate in the Northwest Quarter (NW 1/4) of Section Nine (9), Township Four North (T4N), Range Sixty-seven West (R67W) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado.

Containing an area of 17.42 Acres (758,565 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Town Council of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, outlots, blocks, tracts, rights-of-way and easements as shown on this map to be known as Mountain View West Subdivision Third Replat and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNERS' APPROVAL

Know All Men By These Presents, that we, Mountain View Land Developers, LLC, a Colorado limited liability company, and Parish, LLC, being the sole owner(s) of the land described herein, and the mortgages and holders of liens upon the property, and each and all hereby consent to this Plat and join in the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

Owner: Mountain View Land Developers, LLC, a Colorado limited liability company

By: AJP NP Development, LLC Manager: Andrew J. Gerk, Member

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by AJP NP Development, LLC, Manager: Andrew J.

Gerk, Member, on this ____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

Owner: Parish, LLC, a Colorado limited liability company

By: David S. Gilbert as Managing Member/President/CEO

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

State of California)

County of _____)

On _____ before me,

personally appeared _____

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

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

Witness my hand and official seal.

Signature _____

Place Notary Seal Above

Signature of Notary Public

TOWN COUNCIL

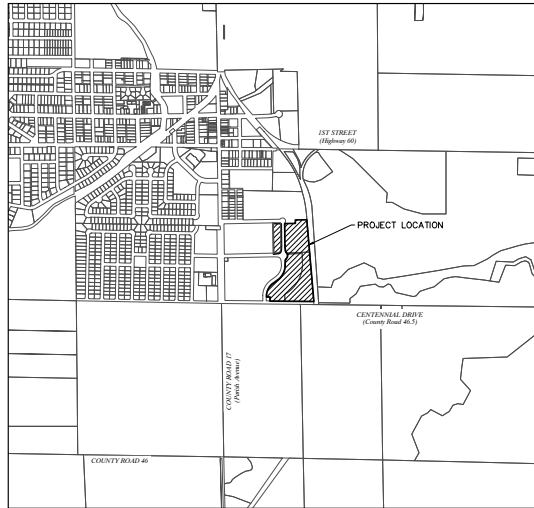
This Plat, to be known as MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT, is approved and accepted by the Town of Johnstown, by Resolution Number _____ passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the ____ day of _____, 20____.

By: Mayor

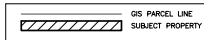
Attest: Town Clerk

(Seal)



VICINITY MAP
SCALE: 1"=1000'

VICINITY MAP LEGEND



LAND-USE SUMMARY - MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT						
PORTION	AREA (Ac.)	AREA (Ac.)	OWNERSHIP	MAINTENANCE	ADJUTRY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	17,276	6.43	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	2.4%
OUTLOT A	52,624	3.19	HOA	HOA	ACCESS, EMERGENCY UTILITY & DRAINAGE EASEMENT	6.8%
BLOCK 1 OVERALL	69,299	3.60		HOA	PUD-B BLOCK	9.2%
BLOCK 2 LOTS	58,887	3.35	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	7.7%
OUTLOT B	46,885	3.08	HOA	HOA	ACCESS, EMERGENCY UTILITY & DRAINAGE EASEMENT	6.2%
OUTLOT C	2,335	0.05	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	0.2%
OUTLOT D	69,956	3.82	HOA	HOA	ACCESS, EMERGENCY UTILITY & DRAINAGE EASEMENT	9.2%
BLOCK 2 OVERALL	178,083	4.09		HOA	PUD-B BLOCK	23.3%
BLOCK 3 LOTS	76,656	3.82	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	9.3%
OUTLOT E	83,850	3.92	HOA	HOA	ACCESS, EMERGENCY UTILITY & DRAINAGE EASEMENT	11.0%
OUTLOT F	200,134	4.60	HOA	HOA	PUD-B TRACT	26.4%
OUTLOT G	82,030	3.50	PARISH, LLC	PARISH, LLC	MAINTENANCE, ACCESS, UTILITY AND DRAINAGE EASEMENT	10.0%
BLOCK 3 OVERALL	437,680	10.04		HOA	PUD-B BLOCK	57.6%
RIGHT-OF-WAY (PUBLIC)	73,513	3.69	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	9.7%
OVERALL AREA	758,565	17.42			PUD-B SUBDIVISION	100.0%
OPEN SPACE	334,944	7.70			REQUIRED (50% OF SITE) = 5 ACRES	

TITLE COMMITMENT NOTE

This survey does not constitute a title search by LAT40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, liens, etc., refer to ALTA Commitment Order Number FC22050306, having an effective date of August 15, 2022 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to determine the aforesaid information.

SURVEYOR'S NOTES

1. Assuming the South line of the Northwest Quarter of Section 9, T4N, R67W, monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 25033 at the West end and a #6 rebar with a 2.5" aluminum cap stamped LS 37068 at the East end, as bearing South 89°24'42" East being a Grid Bearing of the Colorado State Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2711.77 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown herein. (13-80-102 C.R.S.)

PLAT NOTES

- MAINTENANCE NOTE:** The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdividers agreement, should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance, all such maintenance costs will be assessed to the property owner.
- GENERAL OVERLOT DRAINAGE NOTE:** Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be modified by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.
- MAINTENANCE AND ACCESS:** The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outside areas hereby dedicated are blanket Utility, Drainage, Access and Emergency Access Easements.
- Ten (10) foot Utility Easements are dedicated along all public rights-of-way.
- The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.
- It is mutually understood and agreed that the dedicated roadway shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivision(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for said streets as stated above.
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (drive-access easements, drainage easements, etc.)
- The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all such areas associated with this development.
- Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are possible at all times for police, fire and emergency vehicles.
- Most of the property is in Flood Zone X, Area of Minimal Flood Hazard with the Southeast portion in the 100 Year Flood Zone A, per FEMA Flood Map No. 0812C01846C having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on April 27, 2022, by me or under my direct supervision and that all monuments existing at above locations that the mathematical elevations are less than 150,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisions or surveying of land on all applicable provisions of the Town of Johnstown.

I attest the above on this ____ day of _____, 20____.

Sheet 1 of 5

PRELIMINARY

Jason S. Allee-On behalf of LAT40, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

PROJECT TEAM

OWNER/DEVELOPER:
Mountain View Land Developers, LLC
33105 County Road 33
Greeley, Colorado 80634
Andrew J. Gerk as Manager/Member

OWNER:
Parish LLC
8714 State Highway 60
Johnstown, Colorado 80634
David S. Gilbert as
Managing Member/President/CEO

ENGINEER:
Lansing Engineering LLC
361 71st Avenue
Greeley, Colorado 80634
Phone: 970-443-9547
Jerry Goetsch, PE

SURVEYOR:
LAT40, Inc. Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, Colorado 80634
Phone: 970-515-5294
Jason Allee, PLS

LAT40, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADD UTILITY EASEMENTS	SLR 11/3/2022
ADDRESS TOWN COMMENTS	SLR 12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS	2/24/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS	4/9/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
MOUNTAIN VIEW LAND DEVELOPERS, LLC
33105 COUNTY ROAD 33
GREELEY, COLORADO 80634

DRAWN BY: SLR
CHECKED BY: JSA

SCALE: AS NOTED
PROJECT #: 202212REPLAT

DATE: 10/26/2022
SHEET: 1 OF 5

MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

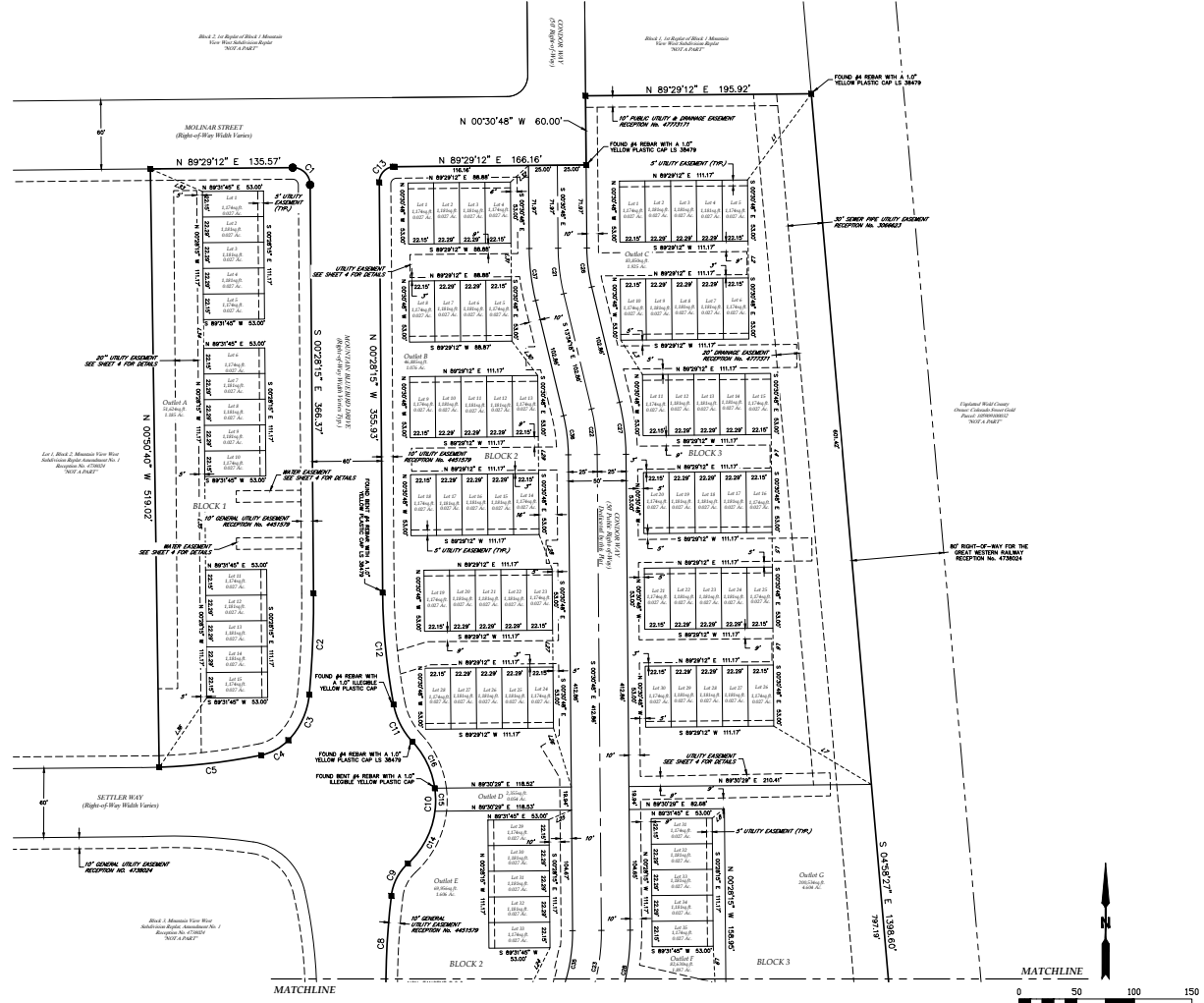
Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LINE	BEARING	DISTANCE
L1	S 89°29'12" E	32.00'
L2	S 00°00'00" W	32.00'
L3	S 00°00'00" W	32.00'
L4	S 00°00'00" W	32.00'
L5	S 00°00'00" W	32.00'
L6	S 00°00'00" W	32.00'
L7	S 00°00'00" W	32.00'
L8	S 00°00'00" W	32.00'
L9	S 00°00'00" W	32.00'
L10	S 00°00'00" W	32.00'
L11	S 00°00'00" W	32.00'
L12	S 00°00'00" W	32.00'
L13	S 00°00'00" W	32.00'
L14	S 00°00'00" W	32.00'
L15	S 00°00'00" W	32.00'
L16	S 00°00'00" W	32.00'
L17	S 00°00'00" W	32.00'
L18	S 00°00'00" W	32.00'
L19	S 00°00'00" W	32.00'
L20	S 00°00'00" W	32.00'
L21	S 00°00'00" W	32.00'
L22	S 00°00'00" W	32.00'
L23	S 00°00'00" W	32.00'
L24	S 00°00'00" W	32.00'
L25	S 00°00'00" W	32.00'
L26	S 00°00'00" W	32.00'
L27	S 00°00'00" W	32.00'
L28	S 00°00'00" W	32.00'
L29	S 00°00'00" W	32.00'
L30	S 00°00'00" W	32.00'
L31	S 00°00'00" W	32.00'
L32	S 00°00'00" W	32.00'
L33	S 00°00'00" W	32.00'
L34	S 00°00'00" W	32.00'
L35	S 00°00'00" W	32.00'
L36	S 00°00'00" W	32.00'
L37	S 00°00'00" W	32.00'
L38	S 00°00'00" W	32.00'
L39	S 00°00'00" W	32.00'
L40	S 00°00'00" W	32.00'

LEGEND

- SURVEYED BOUNDARY LINE
- - - INCLUSIVE LOT LINE
- - - EASEMENT LINE
- - - SECTION LINE
- - - RIGHT-OF-WAY
- - - CENTERLINE
- - - ADJACENT PARCEL LINE
- - - APPROXIMATE FLOOD ZONE DELINEATION
- - - SURVEY TIE LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
- CALCULATED POSITION

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	24.57	15.00	S 89°29'12" E	21.82
C2	88.18	876.70	S 00°00'00" W	88.14
C3	44.59	438.35	S 00°00'00" W	44.59
C4	22.29	219.17	S 00°00'00" W	22.29
C5	11.15	109.58	S 00°00'00" W	11.15
C6	248.13	2481.30	S 00°00'00" W	248.13
C7	83.07	830.70	S 00°00'00" W	83.07
C8	41.54	415.35	S 00°00'00" W	41.54
C9	20.77	207.67	S 00°00'00" W	20.77
C10	11.15	111.50	S 00°00'00" W	11.15
C11	5.57	55.75	S 00°00'00" W	5.57
C12	97.58	548.00	N 00°00'00" W	97.58
C13	52.24	261.20	N 00°00'00" W	52.24
C14	26.12	130.60	N 00°00'00" W	26.12
C15	13.06	65.30	N 00°00'00" W	13.06
C16	6.53	32.65	N 00°00'00" W	6.53
C17	3.26	16.32	N 00°00'00" W	3.26
C18	1.63	8.16	N 00°00'00" W	1.63
C19	0.81	4.08	N 00°00'00" W	0.81
C20	0.41	2.04	N 00°00'00" W	0.41
C21	0.20	1.02	N 00°00'00" W	0.20
C22	0.10	0.51	N 00°00'00" W	0.10
C23	0.05	0.26	N 00°00'00" W	0.05
C24	0.02	0.13	N 00°00'00" W	0.02
C25	0.01	0.06	N 00°00'00" W	0.01
C26	0.00	0.03	N 00°00'00" W	0.00
C27	44.54	222.70	S 00°00'00" W	44.54
C28	22.27	111.35	S 00°00'00" W	22.27
C29	11.14	55.67	S 00°00'00" W	11.14
C30	5.57	27.83	S 00°00'00" W	5.57
C31	2.78	13.91	S 00°00'00" W	2.78
C32	1.39	6.96	S 00°00'00" W	1.39
C33	0.69	3.48	S 00°00'00" W	0.69
C34	0.35	1.74	S 00°00'00" W	0.35
C35	0.17	0.87	S 00°00'00" W	0.17
C36	0.09	0.43	S 00°00'00" W	0.09
C37	0.04	0.21	S 00°00'00" W	0.04
C38	0.02	0.11	S 00°00'00" W	0.02
C39	0.01	0.05	S 00°00'00" W	0.01
C40	0.00	0.02	S 00°00'00" W	0.00



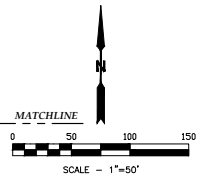
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 Colorado Licensed Professional
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LAT40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

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 MOUNTAIN VIEW LAND DEVELOPERS, LLC
 33105 COUNTY ROAD 33
 GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT: 2022125REPLAT	SHEET: 2 OF 5



MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

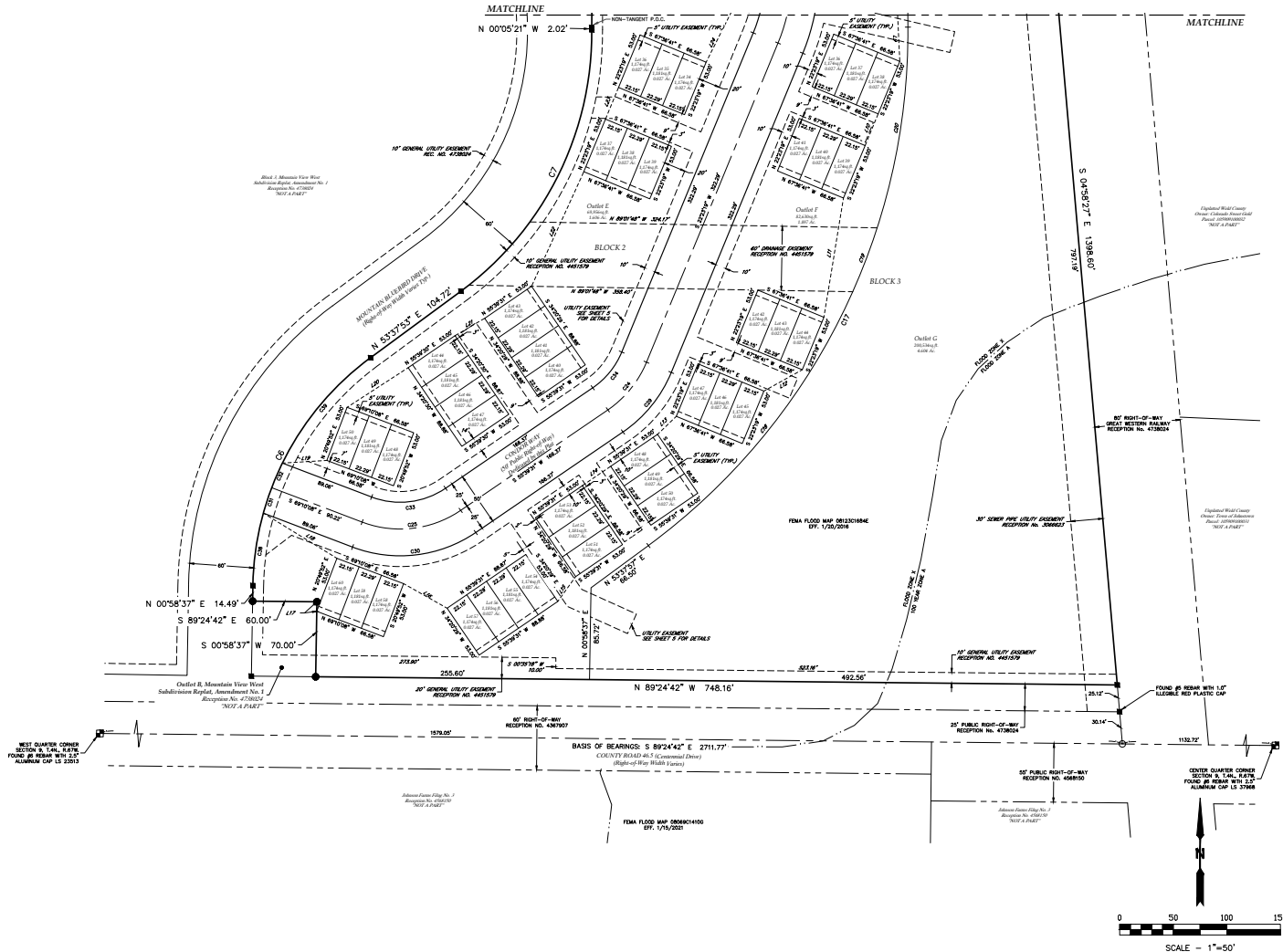
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LEGEND

- SURVEYED BOUNDARY LINE
- INCLUSIVE LOT LINE
- EASEMENT LINE
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- SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED L4740 LS 38479
- CALCULATED POSITION

LINE	BEARING	DISTANCE	REMARKS
L1	N 00°05'21" W	2.02'	
L2	S 89°24'42" E	748.16'	
L3	N 00°58'37" E	14.49'	
L4	S 00°58'37" W	70.00'	
L5	N 89°24'42" E	60.00'	
L6	S 00°58'37" W	25.00'	
L7	N 00°58'37" E	25.00'	
L8	S 00°58'37" W	25.00'	
L9	N 00°58'37" E	25.00'	
L10	S 00°58'37" W	25.00'	
L11	N 00°58'37" E	25.00'	
L12	S 00°58'37" W	25.00'	
L13	N 00°58'37" E	25.00'	
L14	S 00°58'37" W	25.00'	
L15	N 00°58'37" E	25.00'	
L16	S 00°58'37" W	25.00'	
L17	N 00°58'37" E	25.00'	
L18	S 00°58'37" W	25.00'	
L19	N 00°58'37" E	25.00'	
L20	S 00°58'37" W	25.00'	
L21	N 00°58'37" E	25.00'	
L22	S 00°58'37" W	25.00'	
L23	N 00°58'37" E	25.00'	
L24	S 00°58'37" W	25.00'	
L25	N 00°58'37" E	25.00'	
L26	S 00°58'37" W	25.00'	
L27	N 00°58'37" E	25.00'	
L28	S 00°58'37" W	25.00'	
L29	N 00°58'37" E	25.00'	
L30	S 00°58'37" W	25.00'	
L31	N 00°58'37" E	25.00'	
L32	S 00°58'37" W	25.00'	
L33	N 00°58'37" E	25.00'	
L34	S 00°58'37" W	25.00'	
L35	N 00°58'37" E	25.00'	
L36	S 00°58'37" W	25.00'	
L37	N 00°58'37" E	25.00'	
L38	S 00°58'37" W	25.00'	
L39	N 00°58'37" E	25.00'	
L40	S 00°58'37" W	25.00'	
L41	N 00°58'37" E	25.00'	
L42	S 00°58'37" W	25.00'	
L43	N 00°58'37" E	25.00'	
L44	S 00°58'37" W	25.00'	
L45	N 00°58'37" E	25.00'	
L46	S 00°58'37" W	25.00'	
L47	N 00°58'37" E	25.00'	
L48	S 00°58'37" W	25.00'	
L49	N 00°58'37" E	25.00'	
L50	S 00°58'37" W	25.00'	
L51	N 00°58'37" E	25.00'	
L52	S 00°58'37" W	25.00'	
L53	N 00°58'37" E	25.00'	
L54	S 00°58'37" W	25.00'	
L55	N 00°58'37" E	25.00'	
L56	S 00°58'37" W	25.00'	
L57	N 00°58'37" E	25.00'	
L58	S 00°58'37" W	25.00'	

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C0	24.00'	15.00'	90.00°	S 00°00'00" E	24.00'
C1	88.18'	875.39'	90.00°	S 00°00'00" W	88.18'
C2	44.22'	437.50'	90.00°	S 00°00'00" W	44.22'
C3	22.11'	218.75'	90.00°	S 00°00'00" W	22.11'
C4	89.07'	584.20'	90.00°	N 00°00'00" E	89.07'
C5	248.13'	2452.20'	90.00°	N 00°00'00" E	248.13'
C6	285.20'	2852.00'	90.00°	N 00°00'00" E	285.20'
C7	83.98'	649.72'	90.00°	N 00°00'00" E	83.98'
C8	35.11'	272.50'	90.00°	N 00°00'00" E	35.11'
C9	117.80'	925.00'	90.00°	N 00°00'00" E	117.80'
C10	97.88'	778.00'	90.00°	N 00°00'00" E	97.88'
C11	36.88'	295.00'	90.00°	N 00°00'00" E	36.88'
C12	52.64'	422.00'	90.00°	N 00°00'00" E	52.64'
C13	45.96'	365.00'	90.00°	N 00°00'00" E	45.96'
C14	581.85'	5818.50'	90.00°	N 00°00'00" E	581.85'
C15	307.80'	3078.00'	90.00°	N 00°00'00" E	307.80'
C16	83.47'	671.00'	90.00°	N 00°00'00" E	83.47'
C17	190.38'	1903.80'	90.00°	N 00°00'00" E	190.38'
C18	39.88'	319.00'	90.00°	N 00°00'00" E	39.88'
C19	69.69'	557.50'	90.00°	N 00°00'00" E	69.69'
C20	24.18'	193.50'	90.00°	N 00°00'00" E	24.18'
C21	79.84'	638.75'	90.00°	N 00°00'00" E	79.84'
C22	120.71'	965.69'	90.00°	N 00°00'00" E	120.71'
C23	25.14'	201.13'	90.00°	N 00°00'00" E	25.14'
C24	43.86'	350.90'	90.00°	N 00°00'00" E	43.86'
C25	34.19'	273.50'	90.00°	N 00°00'00" E	34.19'
C26	42.19'	337.50'	90.00°	N 00°00'00" E	42.19'
C27	68.33'	546.63'	90.00°	N 00°00'00" E	68.33'
C28	158.32'	1583.20'	90.00°	N 00°00'00" E	158.32'



Sheet 3 of 5
 Jason S. Allen-On behalf of LAT40, Inc.
 Colorado Licensed Professional
 Land Surveyor No. 38479

PRELIMINARY



LAT40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
ADD UTILITY EASEMENTS	SLR 11/03/2022
ADDRESS TOWN COMMENTS	SLR 12/21/2022
ADJUST LINEWORK/ADDRESS TOWN COMMENTS	2/23/2023
ADJUST LINEWORK/ADDRESS TOWN COMMENTS	4/9/2023

MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
 MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
 MOUNTAIN VIEW LAND DEVELOPERS, LLC
 33105 COUNTY ROAD 33
 GREELEY, COLORADO 80634

DRAWN BY: SLR
 CHECKED BY: JSA
 SCALE: AS NOTED
 PROJECT #: 202212SRPLAT
 DATE: 10/26/2022
 SHEET: 3 OF 5

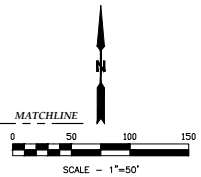
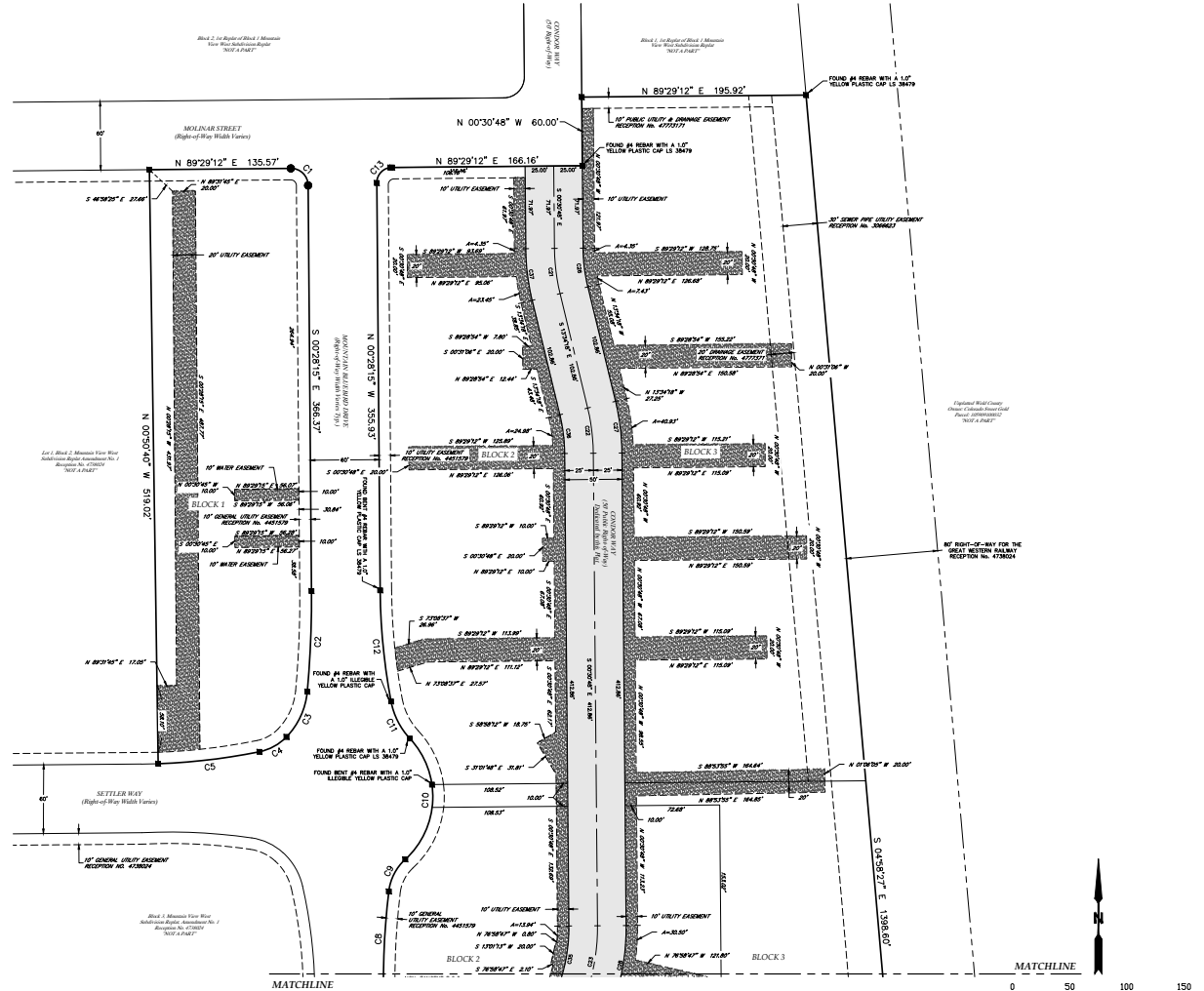
MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and
 Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat,
 Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

LEGEND

	SURVEYED BOUNDARY LINE
	INCLUSIVE LOT LINE
	EASEMENT LINE
	SECTION LINE
	RIGHT-OF-WAY
	CENTERLINE
	ADJACENT PARCEL LINE
	APPROXIMATE FLOOD ZONE DELINEATION
	SURVEY TIE LINE
	DEDICATED RIGHT-OF-WAY
	DEDICATED UTILITY EASEMENT
	FOUND ALIQUOT CORNER AS DESCRIBED
	FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
	SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
	CALCULATED POSITION

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	24.75	150.00	S 89°29'12" E	29.22
C2	68.18	870.50	S 89°29'12" E	68.14
C3	44.29	122.50	S 89°29'12" E	43.57
C4	24.75	150.00	S 89°29'12" E	29.22
C5	24.75	150.00	S 89°29'12" E	29.22
C6	24.75	150.00	S 89°29'12" E	29.22
C7	24.75	150.00	S 89°29'12" E	29.22
C8	24.75	150.00	S 89°29'12" E	29.22
C9	24.75	150.00	S 89°29'12" E	29.22
C10	117.50	122.50	S 89°29'12" E	106.70
C11	34.19	122.50	S 89°29'12" E	31.17
C12	97.58	244.00	S 89°29'12" E	93.25
C13	34.19	122.50	S 89°29'12" E	31.17
C14	24.75	150.00	S 89°29'12" E	29.22
C15	24.75	150.00	S 89°29'12" E	29.22
C16	24.75	150.00	S 89°29'12" E	29.22
C17	24.75	150.00	S 89°29'12" E	29.22
C18	24.75	150.00	S 89°29'12" E	29.22
C19	24.75	150.00	S 89°29'12" E	29.22
C20	24.75	150.00	S 89°29'12" E	29.22
C21	24.75	150.00	S 89°29'12" E	29.22
C22	24.75	150.00	S 89°29'12" E	29.22
C23	24.75	150.00	S 89°29'12" E	29.22
C24	24.75	150.00	S 89°29'12" E	29.22
C25	24.75	150.00	S 89°29'12" E	29.22
C26	24.75	150.00	S 89°29'12" E	29.22
C27	24.75	150.00	S 89°29'12" E	29.22
C28	24.75	150.00	S 89°29'12" E	29.22
C29	24.75	150.00	S 89°29'12" E	29.22
C30	24.75	150.00	S 89°29'12" E	29.22
C31	24.75	150.00	S 89°29'12" E	29.22
C32	24.75	150.00	S 89°29'12" E	29.22
C33	24.75	150.00	S 89°29'12" E	29.22
C34	24.75	150.00	S 89°29'12" E	29.22
C35	24.75	150.00	S 89°29'12" E	29.22
C36	24.75	150.00	S 89°29'12" E	29.22
C37	24.75	150.00	S 89°29'12" E	29.22
C38	24.75	150.00	S 89°29'12" E	29.22
C39	24.75	150.00	S 89°29'12" E	29.22
C40	24.75	150.00	S 89°29'12" E	29.22
C41	24.75	150.00	S 89°29'12" E	29.22
C42	24.75	150.00	S 89°29'12" E	29.22
C43	24.75	150.00	S 89°29'12" E	29.22
C44	24.75	150.00	S 89°29'12" E	29.22
C45	24.75	150.00	S 89°29'12" E	29.22
C46	24.75	150.00	S 89°29'12" E	29.22
C47	24.75	150.00	S 89°29'12" E	29.22
C48	24.75	150.00	S 89°29'12" E	29.22
C49	24.75	150.00	S 89°29'12" E	29.22
C50	24.75	150.00	S 89°29'12" E	29.22



Sheet 4 of 5
PRELIMINARY
 Jason S. Allen-On behalf of LAT40, Inc.
 Colorado Licensed Professional
 Land Surveyor No. 38479

LAT40
 LAT40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

REVISIONS	
DESCRIPTION:	DATE:
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MOUNTAIN VIEW WEST SUBDIVISION 3RD REPLAT
 MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
 MOUNTAIN VIEW LAND DEVELOPERS, LLC
 33105 COUNTY ROAD 33
 GREELEY, COLORADO 80634

DRAWN BY: SLR	SCALE: AS NOTED	DATE: 10/26/2022
CHECKED BY: JSA	PROJECT: 202212SRPLAT	SHEET: 4 OF 5

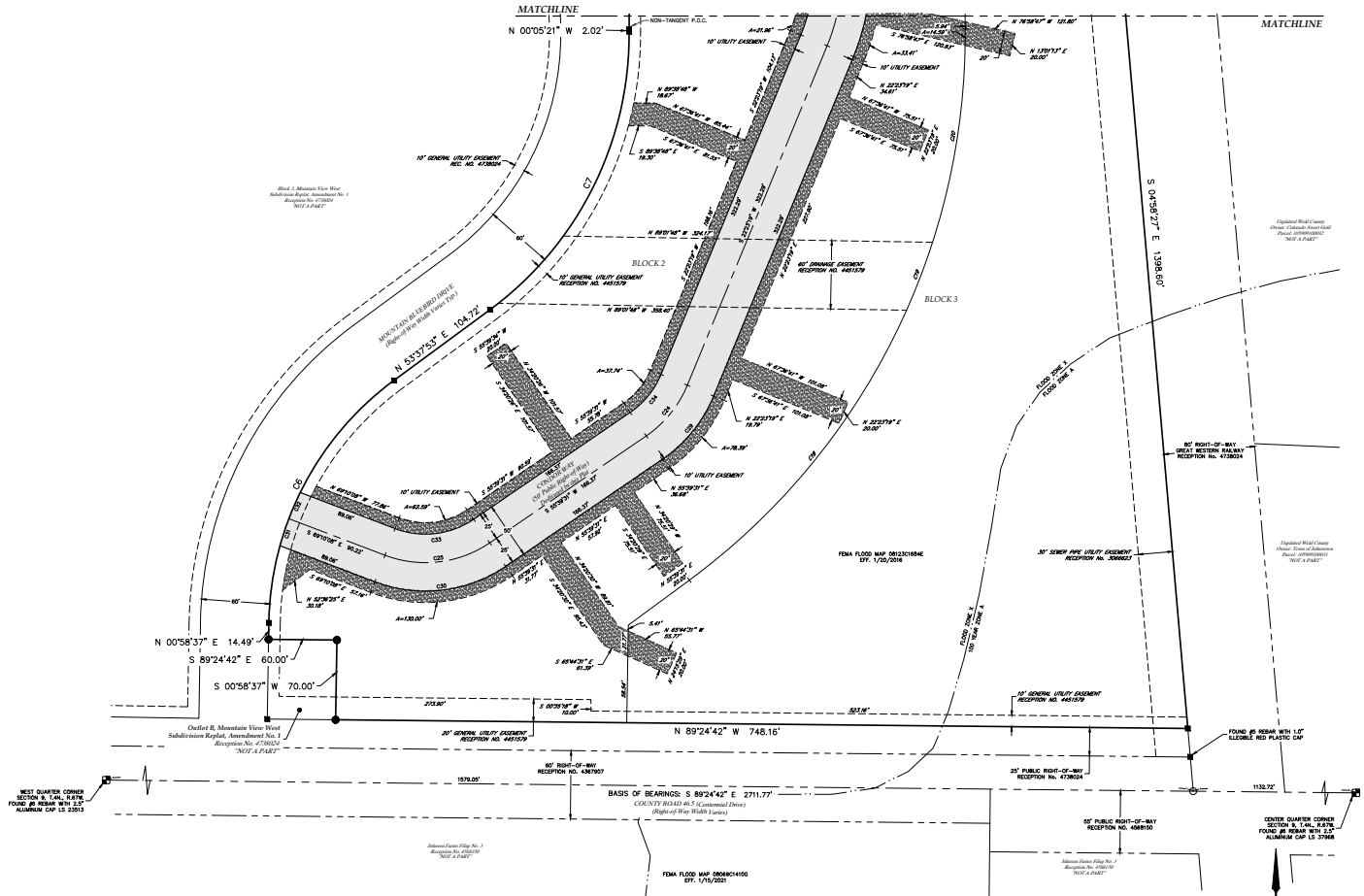
MOUNTAIN VIEW WEST SUBDIVISION THIRD REPLAT

Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

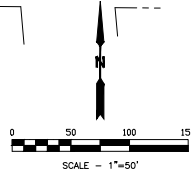
LEGEND

	SURVEYED BOUNDARY LINE
	INCLUDES LOT LINE
	EASEMENT LINE
	SECTION LINE
	RIGHT-OF-WAY
	CENTERLINE
	ADJACENT PARCEL LINE
	APPROXIMATE FLOOD ZONE DELINEATION
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	FOUND #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479 UNLESS OTHERWISE DESCRIBED
	SET 24" OF #4 REBAR WITH A PINK PLASTIC CAP STAMPED LAT40 LS 38479
	CALCULATED POSITION

CURVE	ARC LENGTH	RADIUS	CURVE TABLE	CHORD BEARING	CHORD LENGTH
C1	33.79	16.00	9019.137	S 45°29'31" E	21.29
C2	68.18	32.00	7419.19	S 02°52'33" E	38.43
C3	44.20	65.50	3844.448	S 24°50'26" E	23.40
C4	27.40	45.40	1832.21	S 01°19'11" W	15.39
C5	28.07	344.00	3727.21	S 83°19'31" W	28.07
C6	148.13	220.00	2426.28	S 21°24'18" E	279.38
C7	283.38	320.00	2126.28	N 26°14'11" E	279.38
C8	83.18	42.00	1242.28	S 82°19'31" E	51.42
C9	28.07	42.00	1242.28	S 82°19'31" E	51.42
C10	28.07	42.00	1242.28	S 82°19'31" E	51.42
C11	28.07	42.00	1242.28	S 82°19'31" E	51.42
C12	28.07	42.00	1242.28	S 82°19'31" E	51.42
C13	28.07	42.00	1242.28	S 82°19'31" E	51.42
C14	28.07	42.00	1242.28	S 82°19'31" E	51.42
C15	28.07	42.00	1242.28	S 82°19'31" E	51.42
C16	28.07	42.00	1242.28	S 82°19'31" E	51.42
C17	28.07	42.00	1242.28	S 82°19'31" E	51.42
C18	28.07	42.00	1242.28	S 82°19'31" E	51.42
C19	28.07	42.00	1242.28	S 82°19'31" E	51.42
C20	28.07	42.00	1242.28	S 82°19'31" E	51.42
C21	28.07	42.00	1242.28	S 82°19'31" E	51.42
C22	28.07	42.00	1242.28	S 82°19'31" E	51.42
C23	28.07	42.00	1242.28	S 82°19'31" E	51.42
C24	28.07	42.00	1242.28	S 82°19'31" E	51.42
C25	28.07	42.00	1242.28	S 82°19'31" E	51.42
C26	28.07	42.00	1242.28	S 82°19'31" E	51.42
C27	28.07	42.00	1242.28	S 82°19'31" E	51.42
C28	28.07	42.00	1242.28	S 82°19'31" E	51.42
C29	28.07	42.00	1242.28	S 82°19'31" E	51.42
C30	28.07	42.00	1242.28	S 82°19'31" E	51.42



WEST QUARTER CORNER SECTION 9, T4N, R67W FOUND #4 REBAR WITH 2\"/>



Sheet 5 of 5
 Jason S. Allen-On behalf of LAT40, Inc.
 Colorado Licensed Professional Land Surveyor No. 38479

PRELIMINARY

LAT40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
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 O: 970-515-5294

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 MOUNTAIN VIEW SUBDIVISION - JOHNSTOWN, CO
 MOUNTAIN VIEW LAND DEVELOPERS, LLC
 33105 COUNTY ROAD 33
 GREELEY, COLORADO 80634

DRAWN BY: SLR
 CHECKED BY: JSA
 SCALE: AS NOTED
 PROJECT #: 202212SRPLAT
 DATE: 10/26/2022
 SHEET: 5 OF 5

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The Developer shall be obligated to participate in and/or construct improvements identified in a final, Town-accepted Traffic Impact Study. This participation may be determined on a pro-rata basis, at the Town's discretion.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**

EXHIBIT C

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
 Phone: (970) 674-0440 Fax: (970) 674-0443

ESTIMATE

To: Baessler Homes
 Attn: Zach Cesar

From: Gary Smith: GLH Construction, LLC
 Issah Smith: GLH Construction, LLC

Thursday, April 13, 2023

SEWER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Sanitary SDR 35	LF	3248.00	\$72.61	\$235,837.28
4" ID Manhole	EACH	32.00	\$5,035.48	\$1,611,355.36
Manhole Concrete Encasement anywhere where sewer is Above Water Line - Only Encase Joints	EACH	16.00	\$3,080.97	\$49,295.52
Sewer Service Concrete Encasement anywhere where sewer is Above Water Line - Only Encase Joints	EACH	12.00	\$2,692.42	\$32,309.04
Sewer Subtotal:				\$478,577.20
WATER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
8" Water	LF	1640.00	\$61.55	\$100,942.00
8" Gate Valve	EACH	8.00	\$3,294.27	\$26,354.16
8" Bends	EACH	14.00	\$924.94	\$12,949.16
Fire Hydrant Assemblies	EACH	4.00	\$10,444.49	\$41,777.96
3-Flex Water Service	EACH	10.00	\$6,157.04	\$61,570.40
4-Flex Water Service	EACH	5.00	\$8,140.25	\$40,701.25
9-Flex Water Service	EACH	15.00	\$13,616.58	\$204,248.70
Water Subtotal:				\$486,543.63
Irrigation				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
1.5" Irrigation Services	EACH	1.00	\$16,764.40	\$16,764.40
3/4" Irrigation Services	EACH	1.00	\$7,158.45	\$7,158.45
Non-Pot Subtotal:				\$23,922.85
Storm 1				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	224.00	\$84.52	\$18,932.48
18" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,984.67	\$3,984.67
Type C Inlet	EACH	1.00	\$4,529.28	\$4,529.28
Concrete Encasements around Joints	EACH	5.00	\$846.29	\$4,231.45
Type L Rip Rap	CY	6.00	\$307.40	\$1,844.40
Storm Sewer Subtotal:				\$33,522.28
Storm 2				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	160.00	\$97.24	\$15,558.40
12"x18" Elliptical	LF	64.00	\$107.84	\$6,907.76
18" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,984.68	\$3,984.68
5" Type R Inlet	EACH	2.00	\$7,635.82	\$15,271.64
Type C Inlet w/ Close mesh Grate	EACH	1.00	\$4,529.28	\$4,529.28
Concrete Encasements	EACH	5.00	\$846.29	\$4,231.45
Type L Rip Rap	CY	6.00	\$307.40	\$1,844.40
Storm Sewer Subtotal:				\$52,321.61
Storm 3				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	264.00	\$93.19	\$24,602.16
18" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,984.67	\$3,984.67
Type C Inlet	EACH	1.00	\$4,529.28	\$4,529.28
5" Type R Inlet	EACH	2.00	\$7,635.82	\$15,271.64
Concrete Encasements	EACH	5.00	\$846.29	\$4,231.45
Type L Rip Rap	CY	6.00	\$307.40	\$1,844.40
Storm Sewer Subtotal:				\$54,463.60
Storm 4				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
12" RCP	LF	184.00	\$84.49	\$15,544.32
12" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,524.68	\$3,524.68
Type C Inlet	EACH	1.00	\$4,529.28	\$4,529.28
Concrete Encasements	EACH	5.00	\$846.30	\$4,231.50
Type L Rip Rap	CY	3.00	\$361.02	\$1,083.06
Storm Sewer Subtotal:				\$28,912.84
Storm 5				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	272.00	\$92.00	\$25,024.00
18" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,984.67	\$3,984.67
Type C Inlet	EACH	1.00	\$4,529.28	\$4,529.28
5" Type R Inlet	EACH	2.00	\$7,635.82	\$15,271.64
Concrete Encasements	EACH	5.00	\$846.29	\$4,231.45
Type L Rip Rap	CY	3.00	\$361.02	\$1,083.06
Storm Sewer Subtotal:				\$54,124.10
Storm 6				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" RCP	LF	200.00	\$123.97	\$24,794.00
18" FES w/ Concrete Cutoff Wall	EACH	1.00	\$3,984.67	\$3,984.67
5" Type R Inlet	EACH	2.00	\$7,635.82	\$15,271.64
4" ID Manhole	EACH	1.00	\$4,203.60	\$4,203.60
Concrete Encasements	EACH	5.00	\$862.31	\$4,311.55
Type L Rip Rap	CY	3.00	\$361.02	\$1,083.06
Storm Sewer Subtotal:				\$51,923.90
Storm 7				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Tie into Existing Manhole	EACH	1.00	\$5,641.05	\$5,641.05
18" RCP	LF	48.00	\$88.25	\$4,236.00
5" Type R Inlet	EACH	1.00	\$7,635.82	\$7,635.82
Storm Sewer Subtotal:				\$17,512.87
Signage & Striping				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Signage and Striping	EACH	4.00	\$948.13	\$3,792.52
Signage & Striping Subtotal:				\$3,792.52
CONCRETE				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
18" Inflow Curb and Gutter	LF	1750.00	\$25.30	\$44,275.00
18" Outflow Curb and Gutter	LF	895.00	\$26.28	\$23,520.60
1" Concrete Apron	LF	2310.00	\$28.58	\$66,019.80
5' Sidewalk	LF	380.00	\$37.38	\$14,204.40
76" Rollover Curb and Gutter	LF	2875.00	\$48.02	\$138,057.50
Crossspan, 8" Thick	SF	2005.00	\$9.20	\$18,446.00
25' Square Radius	EA	8.00	\$1,456.00	\$11,648.00
5' Lateral Handicap Ramp	EA	8.00	\$1,897.50	\$15,180.00
Corner Handicap Ramp	EA	7.00	\$2,645.00	\$18,515.00
Truncated Domes	EA	38.00	\$380.00	\$14,440.00
1.5' Sidewalk Chase	LF	15.00	\$701.50	\$10,522.50
2" Trickle Pan Down Slopes behind Curb Cuts	LF	155.00	\$46.00	\$7,130.00
Rip Rap Rundowns on Curb Cuts	CY	27.00	\$229.94	\$6,208.45
Concrete Subtotal:				\$385,489.25
ASPHALT				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Interior Streets Class 6 Road Base - 6" Depth	SY	7415.00	\$11.68	\$86,807.20
Interior Streets Asphalt - 4" HMA Depth	SY	7415.00	\$29.82	\$219,522.30
Asphalt Subtotal:				\$306,329.50
Construction Total:				\$1,879,346.15

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 First Replat of Block 1 of Mountain View West Subdivision, dated _____, 20____, between the Town of Johnstown and Townhome Developers, LLC, a Colorado limited liability company.

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